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Attorneys for Defendants

MEI-GSR Holdings, LLC;

Gage Village Commercial Development, LLC;

and AM-GSR Holdings, LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; JANE
DUNLAP, individually; JOHN DUNLAP,
individually; BARRY HAY, individually;
MARIE-ANNE ALEXANDER, as Trustee of
the MARIE-ANNIE ALEXANDER LIVING
TRUST; MELISSA VAGUJHELYI and
GEORGE VAGUJHELYI, as Trustees of the
GEORGE VAGUJHELYI AND MELISSA
VAGUJHELYI 2001 FAMILY TRUST
AGREEMENT, U/T/A APRIL 13, 2001; D'
ARCY NUNN, individually; HENRY NUNN,
individually; MADELYN VAN DER BOKKE,
individually; LEE VAN DER BOKKE,
individually; DONALD SCHREIFELS,
individually; ROBERT R. PEDERSON,
individually and as Trustee of the PEDERSON
1990 TRUST; LOU ANN PEDERSON,
individually and as Trustee of the PEDERSON
1990 TRUST; LORI ORDOVER, individually;
WILLIAM A. HENDERSON, individually;
CHRISTINE E. HENDERSON, individually;
LOREN D. PARKER, individually; SUZANNE
C. PARKER, individually; MICHAEL IZADY,
individually; STEVEN TAKAKI, individually;

Case No.: CV12-02222

Dept. No.: OJ41

NOTICE OF APPEAL

1 FARAD TORABKHAN, individually; SAHAR
2 TAVAKOL, individually; M&Y HOLDINGS,
3 LLC; JL&YL HOLDINGS, LLC; SANDI
4 RAINES, individually; R. RAGHURAM,
5 individually; USHA RAGHURAM,
6 individually; LORI K. TOKUTOMI,
7 individually; GARRET TOM, individually;
8 ANITA TOM, individually; RAMON
9 FADRILAN, individually; FAYE FADRILAN,
10 individually; PETER K. LEE and MONICA L.
11 LEE, as Trustees of the LEE FAMILY 2002
12 REVOCABLE TRUST; DOMINIC YIN,
13 individually; ELIAS SHAMIEH, individually;
14 JEFFREY QUINN individually; BARBARA
15 ROSE QUINN individually; KENNETH
16 RICHE, individually; MAXINE RICHE,
17 individually; NORMAN CHANDLER,
18 individually; BENTON WAN, individually;
19 TIMOTHY D. KAPLAN, individually;
20 SILKSCAPE INC.; PETER CHENG,
21 individually; ELISA CHENG, individually;
22 GREG A. CAMERON, individually; TMI
23 PROPERTY GROUP, LLC; RICHARD LUTZ,
24 individually; SANDRA LUTZ, individually;
25 MARY A. KOSSICK, individually; MELVIN
26 CHEAH, individually; DI SHEN, individually;
27 NADINE'S REAL ESTATE INVESTMENTS,
28 LLC; AJIT GUPTA, individually; SEEMA
GUPTA, individually; FREDRICK FISH,
individually; LISA FISH, individually;
ROBERT A. WILLIAMS, individually;
JACQUELIN PHAM, individually; MAY ANN
HOM, as Trustee of the MAY ANN HOM
TRUST; MICHAEL HURLEY, individually;
DOMINIC YIN, individually; DUANE
WINDHORST, individually; MARILYN
WINDHORST, individually; VINOD BHAN,
individually; ANNE BHAN, individually; GUY
P. BROWNE, individually; GARTH A.
WILLIAMS, individually; PAMELA Y.
ARATANI, individually; DARLENE
LINDGREN, individually; LAVERNE
ROBERTS, individually; DOUG MECHAM,
individually; CHRISINE MECHAM,
individually; KWANGSOO SON, individually;
SOO YEUN MOON, individually; JOHNSON
AKINDODUNSE, individually; IRENE
WEISS, as Trustee of the WEISS FAMILY
TRUST; PRAVESH CHOPRA, individually;
TERRY POPE, individually; NANCY POPE,
individually; JAMES TAYLOR, individually;
RYAN TAYLOR, individually; KI HAM,
individually; YOUNG JA CHOI, individually;
SANG DAE SOHN, individually; KUK
HYUNG (CONNIE), individually; SANG

(MIKE) YOO, individually; BRETT
MENMUIR, as Trustee of the CAYENNE
TRUST; WILLIAM MINER, JR., individually;
CHANH TRUONG, individually; ELIZABETH
ANDERS MECUA, individually; SHEPHERD
MOUNTAIN, LLC; ROBERT BRUNNER,
individually; AMY BRUNNER, individually;
JEFF RIOPELLE, individually; PATRICIA M.
MOLL, individually; DANIEL MOLL,
individually; and DOE PLAINTIFFS 1
THROUGH 10, inclusive ,

Plaintiff(s),

v.

MEI-GSR HOLDINGS, LLC, a Nevada
Limited Liability Company, AM-GSR
HOLDINGS, LLC, a Nevada Limited Liability
Company, GRAND SIERRA RESORT UNIT
OWNERS' ASSOCIATION, a Nevada
Nonprofit Corporation, GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC., a
Nevada Limited Liability Company, and DOES
I-X inclusive,

Defendant(s).

Notice is hereby given that Defendants MEI-GSR Holdings, LLC; AM-GSR Holdings, LLC;
and Gage Village Commercial Development, LLC (collectively "Defendants") hereby appeal to the
Supreme Court of Nevada from all judgments, orders, rulings, and decisions in this case including, but
not limited to, the following:

1. The Amended Final Judgment, filed April 10, 2023 (Ex. A);
2. The Order on Plaintiffs' Motion to Alter or Amend Judgment, filed March 27, 2023 (Ex. B);
3. The Order overruling Defendants' Objection to Receiver's Calculations Contained in Exhibit 1 Attached to Receiver's Omnibus Reply to Parties Oppositions to the Receiver's Motion for Order & Instructions, filed March 27, 2023 (Ex. C);
4. The Order on Defendants' Motion to Modify and Terminate Receivership, entered March 27, 2023 (Ex. D);

- 1 5. The Order on Motion for Instructions to Receiver Concerning Termination of the Grand
- 2 Sierra Resort Unit Owners' Association and Rental of Units Until Time of Sale (filed on
- 3 January 26, 2023), filed March 14, 2023 (Ex. E);
- 4 6. The Order on Plaintiffs' Motion for Fees Pursuant to NRCP 37, filed March 14, 2023 (Ex.
- 5 F);
- 6 7. The Final Judgment, filed February 2, 2023 (Ex. G);
- 7 8. The Order on Defendants' Motion for Instructions Re Reimbursement of 2020 Capital
- 8 Expenditures (filed 6/24/21), filed January 26, 2023 (Ex. H);
- 9 9. The Order on Receiver's Motion for Orders & Instructions (filed 12/1/23), filed January
- 10 26, 2023 (Ex. I);
- 11 10. The Order on Defendants' Motion for Instructions to Receiver Re Reimbursement of
- 12 Capital Expenditures (filed 5/21/20), filed January 26, 2023 (Ex. J);
- 13 11. The Order Granting in Part and Denying in Part Plaintiffs' Emergency Motion for
- 14 Instructions to Receiver to Not Execute Documents Terminating the Grand Sierra Result
- 15 Unit Owners' Association without Necessary Revisions to the Subject Documents, filed
- 16 January 26, 2023 (Ex. K);
- 17 12. The Order on Plaintiffs' November 6, 2015 Motion in Support of Punitive Damages Award
- 18 ("Punitive Damages Motion"), filed January 17, 2023 (Ex. L);
- 19 13. The Order on Application for Temporary Restraining Order, and Motion for Preliminary
- 20 Injunction ("the Injunctive Relief Motion"), filed December 5, 2022 (Ex. M);
- 21 14. The Order on Defendants' Motion to Dismiss Pursuant to NRCP 41, filed November 18,
- 22 2022 (Ex. N);
- 23 15. The Order Granting Receiver's Motion for Orders & Instructions, filed on January 4, 2022
- 24 (Ex. O);
- 25 16. The Order Granting Plaintiffs' Motion for Instructions to Receiver, filed on January 4,
- 26 2022 (Ex. P);
- 27 17. The Order Granting Plaintiffs' Motion to Stay Special Assessment, filed on January 4,
- 28 2022 (Ex. Q);

- 1 18. The Order Approving Receiver's Request to Approve Updated Fees, filed on January 4,
2 2022 (Ex. R);
3 19. The Order Denying Motion to Set Aside or Amend Judgment, filed October 2, 2019 (Ex.
4 S);
5 20. The Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015 (Ex. T);
6 21. The Order Appointing Receiver and Directing Defendants' Compliance, filed January 7,
7 2015 (Ex. U);
8 22. The Order Granting Plaintiffs' Motion for Case-Terminating Sanctions, filed October 3,
9 2014 (Ex. V);
10 23. The Order Regarding Original Motion for Case Concluding Sanctions, filed December 18,
11 2013 (Ex. W).

12 In addition to the foregoing, Defendants appeal all orders, judgments, rulings, decisions, and
13 Receiver instructions/orders relating thereto, and any other interlocutory orders, judgments, rulings,
14 decisions, and Receiver instructions/orders made appealable thereby.

15 **AFFIRMATION**

16 The undersigned does hereby affirm that this document does not contain the social security
17 number of any person.

18 DATED this 13th day of April, 2023.

19 PISANELLI BICE PLLC

20 By: /s/ Jordan T. Smith
21 Jordan T. Smith, Esq., Bar No. 12097
22 400 South 7th Street, Suite 300
23 Las Vegas, Nevada 89101
24 *Attorneys for Defendants MEI-GSR Holdings, LLC;*
25 *Gage Village Commercial Development, LLC;*
26 *and AM-GSR Holdings, LLC*
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that on this 13th day of April, 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **NOTICE OF APPEAL** to all registered participants in this matter.

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Attorneys for the Receiver Richard M. Teichner

/s/ Shannon Dinkel
An employee of PISANELLI BICE PLLC

INDEX OF EXHIBITS

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EXHIBIT A

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

AMENDED FINAL JUDGMENT

This matter having come before the Court for a default prove-up hearing from March 23, 2015 to March 25, 2015, with Findings of Fact and Conclusions of Law and Judgment entered October 9, 2015, and again before the Court on July 8, 2022 and July 18, 2022 on Plaintiffs' November 6, 2015 Motion in Support of Punitive Damages Award, with an Order entered on January 17, 2023,
IT IS HEREBY ORDERED AND ADJUDGED that judgment is entered in favor of Plaintiffs and against Defendants as follows:

1. Against MEI-GSR Holdings, LLC ("MEI-GSR") and AM-GSR Holdings, LLC ("AM-GSR") in the amount of \$442,591.83 for underpaid revenues to Unit owners;

2. Against MEI-GSR, AM-GSR, and Gage Village Development, LLC in the amount of \$4,152,669.13 for the rental of units of owners who had no rental agreement;

1 3. Against MEI-GSR and AM-GSR in the amount of \$1,399,630.44 for discounting owner's rooms
2 without credits;

3 4. Against MEI-GSR and AM-GSR in the amount of \$31,269.44 for discounted rooms with credits;

4 5. Against MEI-GSR and AM-GSR in the amount of \$96,084.96 for "comp'd" or free rooms;

5 6. Against MEI-GSR and AM-GSR in the amount of \$411,833.40 for damages associated with the
6 bad faith "preferential rotation system";

7 7. Against MEI-GSR and AM-GSR in the amount of \$1,706,798.04 for improperly calculated and
8 assessed contracted hotel fees;

9 8. Against MEI-GSR and AM-GSR in the amount of \$77,338.31 for improperly collected
10 assessments;

11 TOTAL COMPENSATORY DAMAGES \$8,318,215.54

12 IT IS FURTHER ORDERED AND ADJUDGED that Defendant AM-GSR Holdings, LLC is
13 jointly and severally liable with MEI-GSR, for these compensatory damages, only.

14 IT IS FURTHER ORDERED AND ADJUDGED that Defendant Gage Village Development is
15 jointly and severally liable with MEI-GSR for the sum of \$4,152,669.13 in compensatory damages,
16 only.

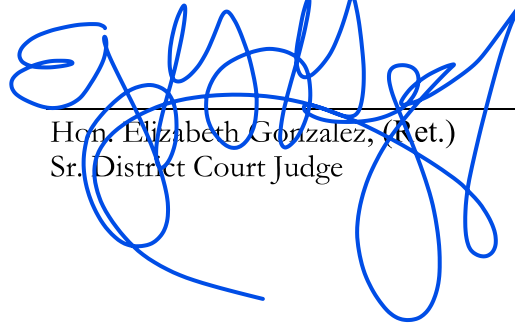
17 IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted punitive
18 damages against Defendants MEI-GSR in the total amount of \$9,190,521.92.

19 This Judgment shall accrue pre- and post-judgment interest at the applicable legal rate as provided
20 by Nevada law until fully satisfied. No pre-judgment interest shall accrue on the punitive damages
21 award.

1 IT IS FURTHER ORDERED AND ADJUDGED that Defendants shall take nothing by way of
2 their counterclaims which were previously stricken by the Court.

3 Dated this 10th day April, 2023.

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Hon. Elizabeth Gonzalez, (Ret.)
Sr. District Court Judge

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DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
ABRAN VIGIL, ESQ.
JONATHAN TEW, ESQ.
JARRAD MILLER, ESQ.
TODD ALEXANDER, ESQ.
F. DEARMOND SHARP, ESQ.
STEPHANIE SHARP, ESQ.
G. DAVID ROBERTSON, ESQ.
ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.
ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.

Holly W. Krige

EXHIBIT B

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

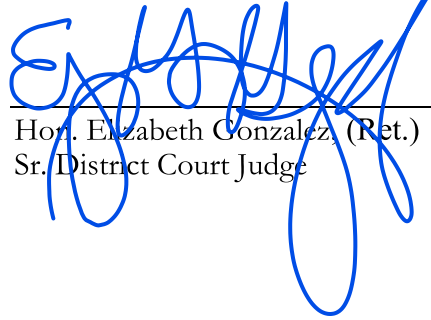
Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on Plaintiffs' Motion to Alter or Amend Judgment ("Motion").¹ After consideration of the briefing, the Court grants the Motion in part.

Consistent with the Order Granting in Part and Denying in Part Plaintiffs' Motion to Alter or Amend Judgment, filed March 7, 2019 the Final Judgment will be amended to recognize the joint liability of Defendants AM-GSR Holdings, LLC and Gage Village Development, LLC for compensatory damages, only.

¹ The court has also reviewed the Opposition filed March 1, 2023 and the Reply filed on March 8, 2023..

1 Plaintiffs' counsel to prepare and submit an amended judgment.

2 Dated this 27th day March, 2023.

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5 Hon. Elizabeth Gonzalez (Ret.)
6 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT; that on the 27th day of March, 2023, I electronically filed the foregoing with the Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
ABRAN VIGIL, ESQ.
JONATHAN TEW, ESQ.
JARRAD MILLER, ESQ.
TODD ALEXANDER, ESQ.
F. DEARMOND SHARP, ESQ.
STEPHANIE SHARP, ESQ.
G.DAVID ROBERTSON, ESQ.
ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.
ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.



EXHIBIT C

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on DEFENDANTS' OBJECTION TO RECEIVER'S CALCULATIONS CONTAINED IN EXHIBIT 1 ATTACHED TO RECEIVER'S OMNIBUS REPLY TO PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ("Objection").¹ After consideration of the briefing, the Court overrules the objection.

While the Court appreciates the arguments that are made in the Objection, these are the arguments which have been rejected by the Court and in large part will be addressed as part of the contempt hearing beginning on April 3, 2023. Defendant shall comply with the Order entered on January 26,

¹ The court has also reviewed the Receiver's response filed on February 24, 2023.

2023, including the deposits as directed in that Order within five (5) judicial days of entry of this
Order.

Dated this 27th day March, 2023.



Hon. Elizabeth Gonzalez, (Ret.)
Sr. District Court Judge

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DALE KOTCHKA-ALANES
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JORDAN SMITH, ESQ.

Holly W. Krige

EXHIBIT D

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on Defendants' Motion to Modify and Terminate Receivership ("Motion").¹

After consideration of the briefing, the Court denies the motion.

The Motion is premature given the status of Defendants compliance with the Court's prior order.

The Court has overruled the Objection by order of this date and Defendants are to deposit funds consistent with the Order entered on January 26, 2023. Once those funds are deposited, the

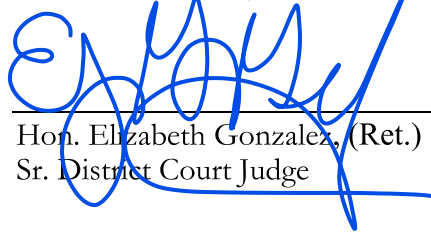
Receiver shall file a motion for payment of expenses including his fees and the fees of his attorney;

¹ The court has also reviewed the Opposition filed March 2, 2023, Notice of Errata filed March 3, 2023, and the Reply filed on March 10, 2023..

1 After payment of those funds, the Receiver shall provide accurate rental information² as well as the
2 recalculated fees. Once that information is provided to Plaintiffs' counsel, Plaintiffs' have 30 days to
3 provide their appraisal.

4 Defendants may file a subsequent motion once they have complied with the Court's prior orders.

5
6 Dated this 27th day March, 2023.

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8 
9 Hon. Elizabeth Gonzalez, (Ret.)
10 Sr. District Court Judge

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² The Court notes that Defendants are in control of this information and there providing of this information to the Receiver may expedite the process. If Defendants do not cooperate with the Receiver in providing this information, the process may take much longer than necessary.

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT; that on the 27th day of March, 2023, I electronically filed the foregoing with the Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
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ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.
ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.



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Alicia L. Lerud
Clerk of the Court
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EXHIBIT E

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

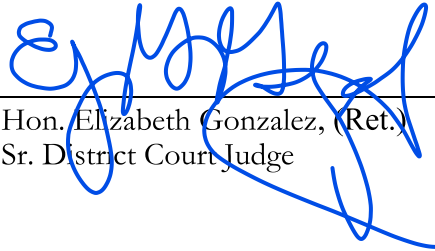
Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on MOTION FOR INSTRUCTIONS TO RECEIVER CONCERNING TERMINATION OF THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION AND RENTAL OF UNITS UNTIL TIME OF SALE filed on JANUARY 26, 2023 ("Motion for Instructions").¹ After consideration of the briefing, the Court grants the motion.

The limited definition of occupancy is not one the Court is inclined to adopt. Defendant's argument that the 670 former units of the GSRUOA can no longer be rented under the URA but only occupied would promote economic waste. The 670 former units represent about one third of the

¹ The court has also reviewed the, the Defendants' Opposition filed February 14, 2023 and the Reply filed on February, 24, 2023.

1 total units at the GSR and removing all of those units (including Defendant's) from availability for
2 rental is nonsensical. The Receiver is instructed to continue to rent the former units under the
3 URA.
4

5 Dated this 14th day March, 2023.

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7 _____
8 Hon. Elizabeth Gonzalez, (Ret.)
9 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 14th day of March, 2023, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
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JARRAD MILLER, ESQ.
TODD ALEXANDER, ESQ.
F. DEARMOND SHARP, ESQ.
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G.DAVID ROBERTSON, ESQ.
ROBERT EISENBERG, ESQ.
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ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.

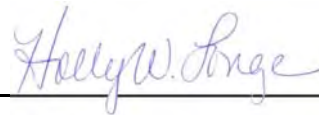


EXHIBIT F

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on Plaintiffs' Motion for Fees Pursuant to NRCP 37 filed November 2019 ("Rule 37 Motion for Fees").¹ After consideration of the briefing, the Court grants the motion. NRCP 37 permits the Court to award attorneys fees related to discovery motions. While Defendants argue that the positions taken were taken in good faith, the record related to this dispute does not support that position.

After reviewing the time entries in full, the Court finds the entries are adequate and provide the Court sufficient information to determine that the tasks undertaken by Plaintiffs' counsel were both

¹ The court has also reviewed the, the Defendants' Opposition filed December 5, 2019 and the Reply filed on December 23, 2019.

1 necessary and reasonable. The Court finds the number of hours expended by Plaintiffs' counsel on
2 those tasks for which Plaintiffs seek to recover attorneys' fees were reasonable. Plaintiffs have set
3 forth their counsels' hourly rate. The Court finds the hourly rates reasonable. The Court finds the
4 hours spent by Plaintiffs' counsel and their hourly rates are reasonable.

5
6 The Court must next consider the *Brunzell* factors to determine the appropriateness of the amount
7 requested. To determine whether any adjustments to the amount are necessary, the Court must
8 consider: (1) the qualities of the advocate: his ability, his training, education, experience, professional
9 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance,
10 time and skill required, the responsibility imposed and the prominence and character of the parties
11 where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the
12 skill, time and attention given to the work; (4) the result: whether the attorney was successful and
13 what benefits were derived. Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 455 P.2d 31, 33
14 (1969). The Court finds all of these factors weigh against any adjustment to the amount and in favor
15 of awarding Plaintiffs the full amount.
16

17
18 First, the Court is aware of the quality of Plaintiffs' counsel, and concludes this factor is in favor of
19 awarding Plaintiffs the entire amount. Second, the Court finds the character of the work to be done
20 to be important given the history of discovery abuse. Third, the work actually performed by
21 Plaintiffs' counsel is evidenced by the billing records submitted with the Motion. Each time entry
22 reflects work which was necessary and that the individual whose time is reflected dedicated ample
23 skill, time, and attention to the task at hand. Brunzell, 85 Nev. at 349, 455 P.2d at 33. This factor
24 thus also weighs in favor of awarding the full amount. Fourth, the Court must consider the result.
25 The Court finds this factor weighs in favor of awarding the entire amount as well. Plaintiffs have
26 obtained a successful result. This factor weighs in favor of granting the full amount to Plaintiffs. The
27
28

1 *Brunzell* factors clearly indicate that the amount is appropriate and requires no adjustments. The
2 Court therefore finds an award of the entire amount requested, \$46571, is proper.

3 IT IS HEREBY ORDERED that Plaintiffs' Motion for Fees Pursuant to NRCP 37 filed
4 November 2019 is granted in full.
5

6 Dated this 14th day March, 2023.

7
8 A large, stylized handwritten signature in blue ink, written over a horizontal line. The signature is cursive and appears to read 'Elizabeth Gonzalez'.
9 Hon. Elizabeth Gonzalez, (Ret.)
10 Sr. District Court Judge
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DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
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JORDAN SMITH, ESQ.

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Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT G

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JTS@pisanellibice.com

PISANELLI BICE PLLC

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MERUELO GROUP, LLC

Legal Services Department

5th Floor Executive Offices

2535 Las Vegas Boulevard South

Las Vegas, NV 89109

Tel: (562) 454-9786

Attorneys for Defendants

MEI-GSR Holdings, LLC;

Gage Village Commercial Development, LLC;

and AM-GSR Holdings, LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; JANE
DUNLAP, individually; JOHN DUNLAP,
individually; BARRY HAY, individually;
MARIE-ANNE ALEXANDER, as Trustee of
the MARIE-ANNIE ALEXANDER LIVING
TRUST; MELISSA VAGUJHELYI and
GEORGE VAGUJHELYI, as Trustees of the
GEORGE VAGUJHELYI AND MELISSA
VAGUJHELYI 2001 FAMILY TRUST
AGREEMENT, U/T/A APRIL 13, 2001; D'
ARCY NUNN, individually; HENRY NUNN,
individually; MADELYN VAN DER BOKKE,
individually; LEE VAN DER BOKKE,
individually; DONALD SCHREIFELS,
individually; ROBERT R. PEDERSON,
individually and as Trustee of the PEDERSON
1990 TRUST; LOU ANN PEDERSON,
individually and as Trustee of the PEDERSON
1990 TRUST; LORI ORDOVER, individually;
WILLIAM A. HENDERSON, individually;
CHRISTINE E. HENDERSON, individually;
LOREN D. PARKER, individually; SUZANNE
C. PARKER, individually; MICHAEL IZADY,
individually; STEVEN TAKAKI, individually;

Case No.: CV12-0222
Dept. No.: 10 (Senior Judge)

FINAL JUDGMENT

1 FARAD TORABKHAN, individually; SAHAR
2 TAVAKOL, individually; M&Y HOLDINGS,
3 LLC; JL&YL HOLDINGS, LLC; SANDI
4 RAINES, individually; R. RAGHURAM,
5 individually; USHA RAGHURAM,
6 individually; LORI K. TOKUTOMI,
7 individually; GARRET TOM, individually;
8 ANITA TOM, individually; RAMON
9 FADRILAN, individually; FAYE FADRILAN,
10 individually; PETER K. LEE and MONICA L.
11 LEE, as Trustees of the LEE FAMILY 2002
12 REVOCABLE TRUST; DOMINIC YIN,
13 individually; ELIAS SHAMIEH, individually;
14 JEFFREY QUINN individually; BARBARA
15 ROSE QUINN individually; KENNETH
16 RICHE, individually; MAXINE RICHE,
17 individually; NORMAN CHANDLER,
18 individually; BENTON WAN, individually;
19 TIMOTHY D. KAPLAN, individually;
20 SILKSCAPE INC.; PETER CHENG,
21 individually; ELISA CHENG, individually;
22 GREG A. CAMERON, individually; TMI
23 PROPERTY GROUP, LLC; RICHARD LUTZ,
24 individually; SANDRA LUTZ, individually;
25 MARY A. KOSSICK, individually; MELVIN
26 CHEAH, individually; DI SHEN, individually;
27 NADINE'S REAL ESTATE INVESTMENTS,
28 LLC; AJIT GUPTA, individually; SEEMA
GUPTA, individually; FREDRICK FISH,
individually; LISA FISH, individually;
ROBERT A. WILLIAMS, individually;
JACQUELIN PHAM, individually; MAY ANN
HOM, as Trustee of the MAY ANN HOM
TRUST; MICHAEL HURLEY, individually;
DOMINIC YIN, individually; DUANE
WINDHORST, individually; MARILYN
WINDHORST, individually; VINOD BHAN,
individually; ANNE BHAN, individually; GUY
P. BROWNE, individually; GARTH A.
WILLIAMS, individually; PAMELA Y.
ARATANI, individually; DARLENE
LINDGREN, individually; LAVERNE
ROBERTS, individually; DOUG MECHAM,
individually; CHRISINE MECHAM,
individually; KWANGSOO SON, individually;
SOO YEUN MOON, individually; JOHNSON
AKINDODUNSE, individually; IRENE
WEISS, as Trustee of the WEISS FAMILY
TRUST; PRAVESH CHOPRA, individually;
TERRY POPE, individually; NANCY POPE,
individually; JAMES TAYLOR, individually;
RYAN TAYLOR, individually; KI HAM,
individually; YOUNG JA CHOI, individually;
SANG DAE SOHN, individually; KUK
HYUNG (CONNIE), individually; SANG

(MIKE) YOO, individually; BRETT
MENMUIR, as Trustee of the CAYENNE
TRUST; WILLIAM MINER, JR., individually;
CHANH TRUONG, individually; ELIZABETH
ANDERS MECUA, individually; SHEPHERD
MOUNTAIN, LLC; ROBERT BRUNNER,
individually; AMY BRUNNER, individually;
JEFF RIOPELLE, individually; PATRICIA M.
MOLL, individually; DANIEL MOLL,
individually; and DOE PLAINTIFFS 1
THROUGH 10, inclusive ,

Plaintiff(s),

v.

MEI-GSR HOLDINGS, LLC, a Nevada
Limited Liability Company, AM-GSR
HOLDINGS, LLC, a Nevada Limited Liability
Company, GRAND SIERRA RESORT UNIT
OWNERS' ASSOCIATION, a Nevada
Nonprofit Corporation, GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC., a
Nevada Limited Liability Company, and DOES
I-X inclusive,

Defendant(s).

This matter having come before the Court for a default prove-up hearing from March 23, 2015 to March 25, 2015, with Findings of Fact and Conclusions of Law and Judgment entered October 9, 2015, and again before the Court on July 8, 2022 and July 18, 2022 on Plaintiffs' November 6, 2015 Motion in Support of Punitive Damages Award, with an Order entered on January 17, 2023,

IT IS HEREBY ORDERED AND ADJUDGED that judgment is entered in favor of Plaintiffs and against Defendants as follows:

1. Against MEI-GSR in the amount of \$442,591.83 for underpaid revenues to Unit owners;
2. Against MEI-GSR in the amount of \$4,152,669.13 for the rental of units of owners who had no rental agreement;
3. Against MEI-GSR in the amount of \$1,399,630.44 for discounting owner's rooms without credits;
4. Against MEI-GSR in the amount of \$31,269.44 for discounted rooms with credits;
5. Against MEI-GSR in the amount of \$96,084.96 for "comp'd" or free rooms;

1 6. Against MEI-GSR in the amount of \$411,833.40 for damages associated with the bad
2 faith "preferential rotation system";

3 7. Against MEI-GSR in the amount of \$1,706,798.04 for improperly calculated and
4 assessed contracted hotel fees;

5 8. Against MEI-GSR in the amount of \$77,338.31 for improperly collected assessments;

6 **TOTAL COMPENSATORY DAMAGES.....\$8,318,215.54**

7 IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted
8 punitive damages against Defendants in the total amount of **\$9,190,521.92.**

9 This Judgment shall accrue pre- and post-judgment at the applicable legal rate as provided
10 by Nevada law until fully satisfied. No pre-judgment interest shall accrue on the punitive damages
11 award.

12 IT IS FURTHER ORDERED AND ADJUDGED that Defendants shall take nothing by
13 way of their counterclaims which were previously stricken by the Court.

14
15 Dated this 2nd day of February, 2023

16
17 
18 THE HONORABLE ELIZABETH G. GONZALEZ
(RET.)

19 Respectfully submitted by:

20 PISANELLI BICE PLLC

21
22 By: /s/ Jordan T. Smith
23 Jordan T. Smith, Esq., #12097
24 400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

25 *Attorneys for Defendants/Appellants*
26 *MEI-GSR Holdings, LLC;*
Gage Village Commercial Development, LLC;
and AM-GSR Holdings, LLC

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Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT H

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

Defendants' Motion for Instructions Re Reimbursement of 2020 Capital Expenditures filed 6/24/21.¹ This motion is denied.

As the Court noted in the motion related to the prior request for the reimbursement of capital expenses, no one disputes Defendants have made substantial upgrades and improvements to the GSR property ("Property") over the last five years. The issue at the heart of the motion is again

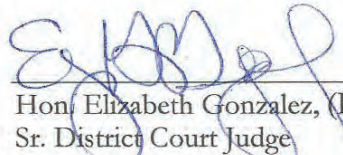
¹ The Court has also reviewed the Plaintiffs Opposition filed on 10/11/2021, and the Defendants Reply filed 11/10/2021.

1 whether the unit owners of GSRUOA are required by the CC&Rs to bear a portion of these
2 expenses.

3 Section 6.2 of the CC&Rs recognize that the unit owners of GSRUOA must share in certain
4 expenses related to "Common Elements". The Court finds that the requested expenses for 2020 do
5 not fall within the definition of "Common Elements".
6

7 The procedures required under section 6.10(a) were not followed prior to the 2020 expenses being
8 incurred. The Court declines to find the 2020 expenses are "extraordinary expenditures" which
9 would permit reimbursement under Section 6.10(b).
10

11
12 Dated this 26th day January, 2023.

13 
14 _____
15 Hon. Elizabeth Gonzalez, (Ret.)
16 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 26th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

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JENNIFER HOSTETLER, ESQ.



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Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT I

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS filed 12/1/23.¹ This motion is granted.

The Order Appointing Receiver was entered on January 17, 2015 (the "Appointment Order"). The Appointment Order appointed the Receiver over Grand Sierra Resort Unit Owners Association ("GSRUOA") including units owned by Defendants. The units owned by Defendants are

¹ The Court has also reviewed the Defendants' Opposition filed on 12/14/2022, Plaintiffs' Opposition filed on 12/14/2022, and the Receiver's Omnibus Reply filed 12/19/2022.

specifically included in the definition of “the Property” and fall within the scope of the Receiver’s responsibilities. Appointment Order at page 1, line 27 to page 2, line 9.

The Appointment Order and its interpretation has been subject to motion practice as part of the tortured history of this matter. Pursuant to a Court order, the Receiver acts in place of the Board. Section 8a of the Appointment Order unambiguously provides the Receiver with the power to “pay and discharge out of the Property’s rents and/or GSRUOA monthly dues collections all the reasonable and necessary expenses of the receivership . . . including all of the Receiver’s and related fees”.

Central to answering the inquiries posed by the Receiver is the scope of the Receiver’s authority.

Despite the arguments made by the Defendants, the Receiver is responsible over the entire GSRUOA. The GSRUOA includes not only units owned by Plaintiffs but also units owned by Defendants (collectively the “Parties”). While the Receiver is not to collect rent from the units of those who are not Parties to this action, the rent from the units owned by the Parties are to be paid to the Receiver and utilized for the purposes identified in the Appointment Order including payment of the Receiver’s expenses. These expenses can only be paid from the rents which are earned by the units owned by the Parties to the action, i.e. the Plaintiffs and the Defendants units.

As such the Court responds to the inquiries posed by the Receiver as follows:

The Receiver’s calculated Daily Use Fee (DUF), Shared Facilities Unit Expenses (SFUE), and Hotel Expense (HE) fees apply to both the Plaintiffs owned units and Defendants owned units. The rental income to be collected by the Receiver relates to units owned both by the Plaintiffs and Defendants. The Court confirms that, “in accordance with the Governing Documents”, including the “Findings of Fact, Conclusions of Law and Judgment, Filed October 9, 2015” that the Receiver has the authority to direct, audit, oversee, and implement the reserve study for all 670 condominium units.

1 Consistent with the Order entered on December 5, 2022 the Defendants are prevented from
2 foreclosing upon any other units owned by Plaintiffs until further order of the Court. Defendants
3 have indicated in their Opposition that they are in compliance with this Order.

4 The Receiver has not been paid. This is a result of the disagreements between the Parties as to the
5 allocation of expenses and the inability, without clarification, for the Receiver to calculate the
6 permissible expenses for Defendants to deduct from the revenue of the Parties units. The Court has
7 recognized this as an issue which must be resolved and has addressed it in the Order entered on
8 December 5, 2022.²

9
10 Attached as Exhibit 1 to the Receiver's Omnibus Reply is a spreadsheet with calculations based
11 upon the various orders of the Court. The Court notes these calculations appear to include only
12 units owned by Plaintiffs. If either Plaintiffs or Defendants object to the calculations contained in
13 Exhibit 1, a written objection shall be filed within 15 judicial days of entry of this Order. If an
14 objection is filed, the Receiver may file a response to the objection within 15 days of the filing of the
15 objection. If no objection is filed, the Defendants shall make the deposits of rent listed in the
16 column on the far right of each page of Exhibit 1 in the total amount of \$1,103,950.99 into the
17 Receiver's bank account within 25 judicial days of entry of this Order. Prior to making any
18 disbursements, the Receiver shall file a motion with the Court outlining the funds received and the
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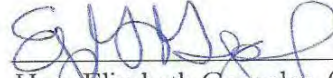
24 ² The language in the Order provides in part:

25 IT IS FURTHER ORDERED that prior to a sale of the Property as a whole, the Court shall enter an Order on motion
26 to terminate and or modify the Receivership that addresses the issues of payment to the Receiver and his counsel, the
27 scope of the wind up process of the GSRUOA to be overseen by the Receiver, as well as the responsibility for any
28 amounts which are awarded as a result of the pending Applications for OSC.

Order dated December 5, 2022, p. 7 at line 13-18.

1 proposed distributions for the Receiver's fees and expenses as well as amounts set aside for reserve
2 and any proposed distributions to the Parties.
3

4 Dated this 26th day January, 2023.

5 

6 Hon. Elizabeth Gonzalez, (Ret.)
7 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 26th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

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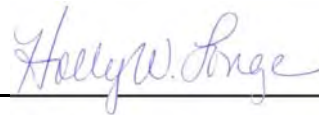
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Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT J

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

Defendants' Motion for Instructions to Receiver Re Reimbursement of Capital

Expenditures filed 5/21/20.¹ This motion is denied.

No one disputes Defendants have made substantial upgrades and improvements to the GSR property ("Property") over the last five years. The issue at the heart of the motion is whether the unit owners of GSRUOA are required by the CC&Rs to bear a portion of this remodeling expense.

¹ The Court has also reviewed the Plaintiffs Opposition filed on 6/18/2020, and the Defendants Reply filed 7/10/2020.

1 Section 6.2 of the CC&Rs recognize that the unit owners of GSRUOA must share in certain
2 expenses related to "Common Elements". The Court finds that the requested expenses for the
3 remodeling do not fall within the definition of "Common Elements".

4 The procedures required under section 6.10(a) were not followed prior to the remodeling expenses
5 being incurred. The Court declines to find the remodeling expenses are "extraordinary
6 expenditures" which would permit reimbursement under Section 6.10(b).

8 Dated this 26th day January, 2023.

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11 _____
12 Hon. Elizabeth Gonzalez, (Ret.)
13 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 26th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

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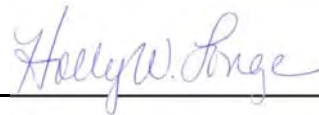
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Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT K

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' EMERGENCY
MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS
TERMINATING THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION
WITHOUT NECESSARY REVISIONS TO THE SUBJECT DOCUMENTS

Plaintiffs' Ex Parte Motion for Order Shortening Time on Emergency Motion for Instructions to
Receiver to Not Execute Documents Terminating the Grand Sierra Resort Unit Owners'
Association Without Necessary Revisions to Subject Documents filed on January 13, 2023 ("Motion
for OST") was granted by the Court. The Court held oral argument on Plaintiffs' Emergency
Motion for Instructions to Receiver to Not Execute Documents Terminating the Grand Sierra
Resort Unit Owners' Association Without Necessary Revisions to the Subject Documents, filed
January 13, 2023 ("Motion") via videoconference on January 18, 2023.

1 The Motion requests the Court instruct the Receiver to not execute any documents related to the
2 termination of the Grand Sierra Resort Unit Owners' Association ("GSRUOA") until such
3 documents are revised to comply with applicable law. Namely, Plaintiffs argue that Defendants'
4 proposed Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and
5 Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Agreement to
6 Terminate") does not comply with NRS 116.2118(5).

7
8 The Agreement to Terminate states that "[a]t the Meeting, Hotel Unit Owner and 80% Units'
9 Owners authorized the Hotel Unit Owner, on behalf of the Units' Owners, to contract for the sale
10 of real estate owned by the Units' Owners in the Condominium Hotel," NRS 116.2118(5) states that
11 "[t]he association, on behalf of the units' owners, may contract for the sale of the real estate in a
12 common-interest community," (Motion at 2:12-23.) This conflict is the basis of Plaintiffs'
13 Motion.
14

15 The Court agrees with Plaintiffs' concern about this conflict. Pursuant to NRS 116.2118(5), only the
16 "association" – the GSRUOA – may hold title to the condominium units as trustee upon
17 termination and subsequently contract for sale of those condominium units. The Hotel Unit
18 Owner, Defendant MEI-GSR Holdings, LLC, may not do so. The Court-ordered receivership over
19 the GSRUOA will continue after the GSRUOA termination until further order of the Court in
20 accordance with this Courts' orders and NRS 116.2118(5).
21

22 Under NRS 116.2118(5), because the real estate of the association is to be sold following
23 termination, title to that real estate, upon termination, vests in the association as trustee for the
24 holders of all interests in the units. Thereafter, the association has all powers necessary and
25 appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof
26 distributed, the association continues in existence with all powers it had before termination. As long
27
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1 as the association holds title to the real estate, each unit's owner and his or her successors in interest
2 have an exclusive right to occupancy of the portion of the real estate that formerly constituted the
3 unit. During the period of that occupancy, each unit's owner and his or her successors in interest
4 remain liable for all assessments and other obligations imposed on units' owners by this chapter or
5 the declaration.
6

7 Any sale of the GSRUOA units will be conducted in accordance with the Court's December 5, 2022
8 Order.

9 The Court declines to rule on any other matters because it would be unfair to the Defendants given
10 they had no opportunity to brief the issues.
11

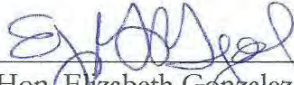
12 IT IS HEREBY ORDERED, that Plaintiffs' Motion is GRANTED in part and DENIED in part.

13 The Court affirms that the GSRUOA, through the Receiver, is to take title to the Plaintiffs' and
14 Defendants' condominium units ("property") as trustee upon termination of the association, and is
15 the only entity with authority to contract for the sale of the property. The GSRUOA shall continue
16 to operate under the receivership and the Receiver shall have the sole authority to act on behalf of
17 the association until the sale is concluded and further order from the Court. Any sale of the property
18 must be conducted in accordance with the Court's December 5, 2023.
19

20 IT IS FURTHER ORDERED, that the Receiver is instructed to not execute any documents relating
21 to the termination of the GSRUOA or subsequent sale of Plaintiffs' and Defendants' condominium
22 units which do not comply with this order. As discussed during the January 18, 2022 hearing, the
23 Defendants may submit to the Receiver an agreement to terminate that replaces the words "Hotel
24 Unit Owner" with "Association."
25
26
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28

1 IT IS FURTHER ORDERED, that the vote held on January 18, 2023 to terminate the GSRUOA is
2 not invalidated at this time. However, the Court reserves judgement on whether the vote was valid
3 in light of the Agreement to Terminate's deviation from NRS 116.2118.
4

5 Dated this 26th day January, 2023.

6 
7 _____
8 Hon. Elizabeth Gonzalez, (Ret.)
9 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 26th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

TODD ALEXANDER, ESQ.

F. SHARP, ESQ.

STEPHANIE SHARP, ESQ.

G. DAVID ROBERTSON, ESQ.

ROBERT EISENBERG, ESQ.

JENNIFER HOSTETLER, ESQ.

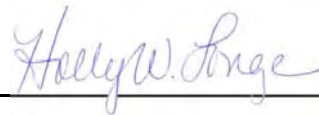


EXHIBIT L

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)¹

Pursuant to WDCR 12(5) the Court after consideration of the Plaintiffs' November 6, 2015 Motion in Support of Punitive Damages Award ("Punitive Damages Motion"), the Defendants' December 1, 2020 opposition ("Opposition"), Plaintiffs' July 30, 2020 Reply in Support of Award of Punitive Damages ("Punitive Damages Reply"), Plaintiffs' July 6, 2022 Punitive Damages Summary, Defendants' July 6, 2022 Trial Summary, the oral argument and evidence submitted by the parties during the hearing on July 8 and 18, 2022, a review of the briefing, exhibits, testimony of the witness, transcripts of the proceedings as well as the evidence in the record, including but not

¹ On January 21, 2021, Chief District Court Judge Scott Freeman, entered an Order Disqualifying All Judicial Officers of the Second Judicial District Court. On September 19, 2022, the Nevada Supreme Court entered a Memorandum of Temporary Assignment, appointing the undersigned Senior Judge.

1 limited to, evidence submitted during the underlying hearing on compensatory damages, and being
2 fully informed rules on the Punitive Damages Motion²:

3 The Court conducted a prove up hearing on March 23-25, 2015³ after striking the Defendants
4 answer for discovery abuses and entering a default. This resulted in an admission as true all
5 allegations contained in the Second Amended Complaint. An order awarding damages and making
6 factual findings was entered on October 9, 2015. The Court at that time requested further briefing
7 on the issue of punitive damages and ordered the parties to contact chambers to schedule a hearing.
8 Defendants have argued the Unit Maintenance Agreement and Unit Rental Agreement prohibit an
9 award of punitive damages and limit an award of compensatory damages. These arguments were
10 already raised and rejected when the Court issued its October 9, 2015 Order.
11

12 The economic loss doctrine does not apply to limit Plaintiffs' recovery for intentional torts.⁴
13
14
15

16 ² Although no written order finding that punitive damages were warranted was entered after the July 8, 2022 hearing and
17 prior to the commencement of the July 18, 2022 hearing, it appears that all involved agreed that the July 18 hearing
18 would not be necessary if Senior Justice Saitta found that punitive damages should not be awarded. The motion was
19 granted orally during the July 18, 2022 hearing. 7/18/2022 Transcript, p. 10, l. 1-2. The findings stated on the record
20 were:

21 There were five tort claims set forth by the plaintiffs in an earlier hearing. Number 1, we have a tortious interference
22 with contract; we have fraud; we have conversion; we have deceptive trade practices -- it appears as if I'm missing one --
23 oh, tortious breach of the covenant of good faith and fair dealing; fraud and intentional misrepresentation -- let me be
24 clear on that one -- violation of the Deceptive Trade Practices Act. And I believe that that contains all the necessary
25 findings that need to be made for us to proceed in our hearing today.

26 7/18/2022 Transcript, p. 10; l. 8-18.

27 ³ Regardless of what an earlier Judge called the proceeding, the March 2015 evidentiary hearing was a bench trial. The
28 Court has determined that this is a bench trial based upon the USJR definitions.

According to the definitions in the data dictionary, a bench trial is held when a trial begins and evidence is taken or witnesses are sworn. Accordingly, if you have indicated that the bench trial was held, then a corresponding bench trial disposition should be used to dispose of the case.

26 See https://nvcourts.gov/AOC/Programs_and_Services/Research_and_Statistics/FAQs/#civil1. The length of time
27 between the first portion of the trial and the conclusion of the trial is one which is unacceptable in the administration of
28 justice in Nevada.

⁴ *Halcrow, Inc. v. Eighth Jud. Dist. Ct.*, 129 Nev. 394, 402 fn. 2 (2013).

1 The Nevada Legislature has limited the recovery of punitive damages in NRS 42.005.⁵

2 The Court in the October 9, 2015 Order found that the Defendants had made intentional
3 misrepresentations(fraud), breached the covenant of good faith and fair dealing, and converted the
4 property of the Plaintiffs.

5
6 The Court is tasked, in part, with determining which causes of action support the punitive damages
7 claim and warrant the award of punitive damages, if any.

8 While it is unclear whether the breach of the implied covenant finding in the October 9, 2015 Order
9 is sufficient to support a punitive damages award, the conduct related to the conversion and
10 intentional misrepresentation/fraud claims clearly warrant consideration of such damages.

11 Defendants' officers, including Kent Vaughan, Defendants' Senior Vice President of Operations,
12 admitted to the tortious scheme.⁶
13

14
15 ⁵ That statute provides in pertinent part:

16 1. Except as otherwise provided in [NRS 42.007](#), in an action for the breach of an obligation not arising from
17 contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud or
18 malice, express or implied, the plaintiff, in addition to the compensatory damages, may recover damages for the sake of
19 example and by way of punishing the defendant. Except as otherwise provided in this section or by specific statute, an
award of exemplary or punitive damages made pursuant to this section may not exceed:

(a) Three times the amount of compensatory damages awarded to the plaintiff if the amount of compensatory
damages is \$100,000 or more; or

20 * * *

21 3. If punitive damages are claimed pursuant to this section, the trier of fact shall make a finding of whether such
22 damages will be assessed. If such damages are to be assessed, a subsequent proceeding must be conducted before the
same trier of fact to determine the amount of such damages to be assessed. The trier of fact shall make a finding of the
amount to be assessed according to the provisions of this section...

23 ⁶ Vaughn testified in deposition on August 26, 2013. Relevant portions of the transcript show the conscious decision by
24 an officer of Defendants.

25 Q. How did you first come to know in July of 2011 that the Grand Sierra was taking in income for units that
were not in the unit rental program?

26 A. I authorized the front desk to use non-rental units due to demand, consumer demand.

27 Q. And when you authorized the front desk in was it July of 2011 –

A. Yes.

28 Q. -- to use units that were not in the unit rental program, did you or anyone else that you know of who
represents the Grand Sierra, contact the Grand Sierra Resort unit rental owners who were not in the program,
to advise them of this policy?

1 The Court finds the given the prior striking of Defendant's answer, Vaughn's testimony alone is
2 sufficient to meet the burden of proof of clear and convincing evidence to prove malice, oppression
3 or fraud related to the tortious scheme.

4 The damages awarded in the October 9, 2015 Order are based in part on contract claims. Damages
5 for the tort claims were based upon the same calculations and testimony provided by Plaintiffs' sole
6 witness. This crossover does not preclude an award of punitive damages related to the tort damages
7 but limits a double recovery.
8

9 A plaintiff may assert several claims for relief and be awarded damages on different theories.
10 It is not uncommon to see a plaintiff assert a contractual claim and also a cause of action
11 asserting fraud based on the facts surrounding the contract's execution and performance. See
12 Amoroso Constr. v. Lazovich and Lazovich, 107 Nev. 294, 810 P.2d 775 (1991). The
13 measure of damages on claims of fraud and contract are often the same. However, Marsh is
14 not permitted to recover more than her total loss plus any punitive damages assessed. She
can execute on the assets of any of the five parties to the extent of the judgments entered
against them until she recovers her full damages.

15 Topaz Mutual Co. v. Marsh, 108 Nev. 845, (1992) at pages 851- 852.

16 After review of all of the available evidence the Court concludes that two categories of damages
17 from the October 2015 Order warrant and support an award of punitive damages:

18 Damages awarded for underpaid revenues \$442,591.83 fall within the conversion claim⁷ and
19 intentional misrepresentation/fraud⁸;
20

21
22
23 A. No.

24 Q. Why?

25 A. I didn't have authorization to rent them.

Q. So it was a conscious decision to rent them without authorization?

A. Yes.

26 Vaughan Transcript, Ex. 1 to Reply, at p. 29 l. 3-21.

27 ⁷ October 9, 2015 Order, Conclusion of Law C, at p. 16 l. 16 to p. 17 l. 4.

28 ⁸ October 9, 2015 Order, Conclusion of Law I, at p. 18 l. 15 to l. 22.

1 Damages awarded for the rental of units of owners who had no rental agreements

2 \$4,152,669.13 falls within the conversion claim⁹ and intentional misrepresentation/fraud¹⁰;

3 The award of punitive damages on these claims would not act as a double recovery for Plaintiffs.

4 The Court finds that the remaining damages awarded in the October 9, 2015 Order are based on
5 contract claims rather than tort claims and not appropriate for consideration of punitive damages.
6

7 Given Defendants' tortious scheme and the intentional misconduct of Defendants, punitive
8 damages in this case are appropriate to set an example.

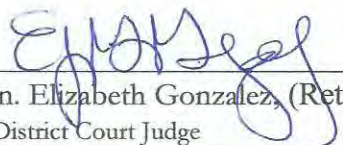
9 The amount of these damages serve to punish and will not destroy Defendants.¹¹

10 While the Court recognizes that there is a spectrum of percentages which have been awarded in
11 various Nevada punitive damages cases, given the nature of the conduct and procedural history of
12 this case, the Court concludes the appropriate multiplier in this matter is two (2) times the
13 compensatory award for the conversion claim and intentional misrepresentation/fraud claim.
14

15 Accordingly based on the compensatory damages for which punitive damages are appropriate
16 totaling \$4,595,260.96 the Court awards punitive damages in the total amount of \$9,190,521.92
17

18 Plaintiffs counsel is directed to submit a final judgment consistent with the October 9, 2015 Order
19 and this Order.
20

21 Dated this 17th day of January 2023.

22
23 
24 Hon. Elizabeth Gonzalez, (Ret.)
25 Sr. District Court Judge

26 ⁹ October 9, 2015 Order, Conclusion of Law C, at p. 16 l. 16 to p. 17 l. 4.

27 ¹⁰ October 9, 2015 Order, Conclusion of Law I, at p. 18 l. 15 to l. 22.

28 ¹¹ See July 18, 2022 transcript (sealed), p. 100 l. 2 to p. 101 l. 5.

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 17th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

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F. SHARP, ESQ.

STEPHANIE SHARP, ESQ.

G. DAVID ROBERTSON, ESQ.

ROBERT EISENBERG, ESQ.

JENNIFER HOSTETLER, ESQ.



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Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT M

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing, exhibits, declarations,¹ transcripts and related documents and being fully informed rules on the APPLICATION FOR TEMPORARY RESTRAINING ORDER, AND MOTION FOR PRELIMINARY INJUNCTION (‘the Injunctive Relief Motion’) related to a meeting noticed by Defendants for March 14, 2022 to hold a vote on whether the Grand Sierra Resort Unit Owners Association (“GSRUOA”) should be dissolved.

The Court makes the following factual findings:

¹ The declarations considered include those filed on March 28, 2022 after the March 25, 2022 hearing.

1 The Court notes that at a hearing on March 11, 2022, the Court granted a temporary restraining
2 order on the following:

3 ...The meeting is scheduled for next Monday. I don't know how long it will take for the
4 order to be prepared, reviewed by Mr. McElhinney, sent to you for a signing and everything,
5 but I just want to make sure I understand that *the meeting next Monday is off*.

6 THE COURT: That is correct, by virtue of court order. Yes.

7 Transcript of March 11, 2022, Hearing, page 42 lines 1-7. (Emphasis added.)

8 Although no written order was filed, a bond was posted by Plaintiffs in the amount of \$50,000 on
9 March 11, 2022.

10 At the preliminary injunction hearing on March 25, 2022, the parties stipulated to an extension of
11 the temporary restraining order pending resolution of the Injunctive Relief Motion. Transcript of
12 March 25, 2022, Hearing, page 125.

14 The condominium-hotel arrangement at the Grand Sierra Resort constitutes a common-interest
15 community.

16 The rights and obligations of all unit owners at the Grand Sierra Resort are defined in Nevada
17 Revised Statutes, Chapter 116.

19 Each unit owner's Deed and Title to their Units at the Grand Sierra Resort, is subject to the
20 covenants, conditions, restrictions and reservations included in the Seventh Amendment to
21 Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements,
22 ("7th Amended CC&Rs").

24 These covenants, conditions, restrictions and reservations limit the owner's property interest.

25 Section 9.1, appearing on pages 48 and 49 of the 7th Amended CC&Rs, provides as follows:

26 a. At a meeting duly called for such purpose and open to attendance by all Unit Owners, the
27 Unit Owners by affirmative vote of the Unit Owners who own eighty percent (80%) or
28 more in the aggregate of the entire percentage ownership interest in the Common Elements
may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at
which such sale is approved, the Board shall give written notice of such action to each First
Mortgagee. Such action shall be binding upon all Unit Owners, and it shall thereupon

1 become the duty of every Unit Owner to execute and deliver such instruments and to
2 perform all acts as in manner and form may be necessary to effect such sale.

3 Section 9.1 of the 7th Amended CC&Rs sets forth both a right and obligation of the unit owners
4 that has been a part of their Deed and Title to their Units since the date they purchased their units.

5 Defendants and its privies are currently the owner of over 80% of the units of GSRUOA.

6 The notice of the unit owners meeting at issue in these injunctive relief proceedings is Exhibit 3 to
7 the Injunctive Relief Motion. That notice complies with NRS 116 and Section 9.1 of the 7th
8 Amended CC&Rs.

9 The Court has previously made Findings that Defendants are systematically attempting to increase
10 the various fees in order to devalue the units. October 9, 2015 Order par. 142-143.

11 The Court has previously made Findings that Defendants breached the Unit Maintenance
12 Agreement and the Unit Rental Agreement. October 9, 2015 Order par. 146.

13 The findings made in the October 9, 2015 Order do not preclude the Defendants, as owners of
14 more than 80% of the units,² from proceeding under Section 9.1 of the 7th Amended CC&Rs.

15 The January 7, 2015 Order Appointing Receiver and Directing Defendants' Compliance provides:

16 Defendants, and their agents, servants and employees, and those acting in concert with
17 them, shall not engage in or perform directly or indirectly, any or all of the following acts: a.
18 Interfering with the Receiver, directly or indirectly, in the management and operation of the
19 Property . . . c. Doing any act which will, or which will tend to, impair, defeat, divert, prevent
20 or prejudice the preservation of the Property or the interest in the Plaintiffs in the Property

21 January 7, 2015 Order at page 8 lines 2-11. Defendants efforts under Section 9.1 of the 7th
22 Amended CC&Rs do not violate this provision of the January 7, 2015 Order.

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² See Paragraph 6 of Declaration of David C. McElhinney filed on March 17, 2022 as Exhibit 12 of the Opposition to
the Injunctive Relief Motion.

1 The Receiver's authority is governed by the January 7, 2015 Order which gives certain authority over
2 the management and operation of the GSRUOA but does not extend to oversight over ownership
3 of the units.

4 The CC&R's constitute deed restrictions that limit and define Plaintiffs' interest in their units.
5

6 The judgment entered October 9, 2015 does not include the depreciation or diminution in value of
7 the units. As with any type of sale, a unit owner may assign, retain or otherwise reserve such a claim
8 from a transfer. These claims may have been preserved and may be retained by a unit owner, in this
9 matter, at the time of any transfer.³

10 In deciding an injunctive relief motion the court is guided by NRCP 65 and NRS 33.010.
11

12 Under the statute, an injunction may be granted under the following circumstances:

- 13 1. When it shall appear by the complaint that the plaintiff is entitled to the relief demanded,
14 and such relief or any part thereof consists in restraining the commission or continuance of
the act complained of, either for a limited period or perpetually.
- 15 2. When it shall appear by the complaint or affidavit that the commission or continuance of
some act, during the litigation, would produce great or irreparable injury to the plaintiff.
- 16 3. When it shall appear, during the litigation, that the defendant is doing or threatens, or is
17 about to do, or is procuring or suffering to be done, some act in violation of the plaintiff's
rights respecting the subject of the action and tending to render the judgment ineffectual.

18
19 Injunctive relief is equitable in nature and allows a Court to fashion a remedy balancing the interests
20 of the parties that protects the right of the movant.

21 NRS 116.2118⁴ governs the termination of a common-interest community.
22

23 ³ To avoid confusion in this matter, a written notice of the intent to retain any of the claims must be made prior to the
24 sale.

25 ⁴ That statute provides:

- 26 1. Except in the case of a taking of all the units by eminent domain, in the case of foreclosure against an entire
cooperative of a security interest that has priority over the declaration, or in the circumstances described in NRS
27 116.2124, a common-interest community may be terminated only by agreement of units' owners to whom at least 80
percent of the votes in the association are allocated, or any larger percentage the declaration specifies, and with any other
28 approvals required by the declaration. The declaration may specify a smaller percentage only if all of the units are
restricted exclusively to nonresidential uses.
2. An agreement to terminate must be evidenced by the execution of an agreement to terminate, or ratifications
thereof, in the same manner as a deed, by the requisite number of units' owners. The agreement must specify a date after

1 NRS 116.2118(1), allows for the termination of a common-interest community by agreement of unit
2 owners to whom at least 80% of the votes in the association are allocated.

3 NRS 116.2118(2), provides that an agreement to terminate the common interest community must be
4 evidenced by the execution of an agreement to terminate, or ratifications thereof, in the same
5 manner as a deed, by the requisite number of unit owners.
6

7 NRS 116.2118 (1), dictates that the respective interests of unit owners are the fair market value of
8 their units.

9 Sale of the Plaintiffs' units will not operate to extinguish a unit owner's claims for damages which
10 exist at the time of the "transfer" and are retained by a unit owner.
11

12
13 which the agreement will be void unless it is recorded before that date. An agreement to terminate and all ratifications
14 thereof must be recorded in every county in which a portion of the common-interest community is situated and is
15 effective only upon recordation.

16 3. In the case of a condominium or planned community containing only units having horizontal boundaries described
17 in the declaration, an agreement to terminate may provide that all of the common elements and units of the common-
18 interest community must be sold following termination. If, pursuant to the agreement, any real estate in the common-
19 interest community is to be sold following termination, the agreement must set forth the minimum terms of the sale.

20 4. In the case of a condominium or planned community containing any units not having horizontal boundaries
21 described in the declaration, an agreement to terminate may provide for sale of the common elements, but it may not
22 require that the units be sold following termination, unless the declaration as originally recorded provided otherwise or
23 all the units' owners consent to the sale.

24 5. The association, on behalf of the units' owners, may contract for the sale of real estate in a common-interest
25 community, but the contract is not binding on the units' owners until approved pursuant to subsections 1 and 2. If any
26 real estate is to be sold following termination, title to that real estate, upon termination, vests in the association as trustee
27 for the holders of all interests in the units. Thereafter, the association has all powers necessary and appropriate to effect
28 the sale. Until the sale has been concluded and the proceeds thereof distributed, the association continues in existence
with all powers it had before termination. Proceeds of the sale must be distributed to units' owners and lienholders as
their interests may appear, in accordance with NRS 116.21183 and 116.21185. Unless otherwise specified in the
agreement to terminate, as long as the association holds title to the real estate, each unit's owner and his or her
successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted the
unit. During the period of that occupancy, each unit's owner and his or her successors in interest remain liable for all
assessments and other obligations imposed on units' owners by this chapter or the declaration.

6. In a condominium or planned community, if the real estate constituting the common-interest community is not to
be sold following termination, title to the common elements and, in a common-interest community containing only units
having horizontal boundaries described in the declaration, title to all the real estate in the common-interest community,
vests in the units' owners upon termination as tenants in common in proportion to their respective interests as provided
in NRS 116.21185, and liens on the units shift accordingly. While the tenancy in common exists, each unit's owner and
his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly
constituted the unit.

7. Following termination of the common-interest community, the proceeds of a sale of real estate, together with the
assets of the association, are held by the association as trustee for units' owners and holders of liens on the units as their
interests may appear.

1 NRS 116.21185 provides for resolution of value of interests following termination.⁵

2 Plaintiffs have alleged that the appraisal done at the request of Defendants was not done by the
3 GSRUOA. The Court agrees. As a result, the Court will permit unit owners to contest the
4 appraisals and present their own appraisals setting forth their claimed fair market value.

5
6 Currently there are a number of Applications for Issuance of Orders to Show Cause related to
7 Defendants conduct with respect to the Receiver.⁶ These Applications for OSC will be decided
8 and, if cause is shown, hearings on these issues will proceed.

9
10 Currently the Receiver has not been paid as directed by the January 7, 2015 Order. As Defendants
11 are the 80% owners of the units at GSRUOA; are the owners noticing the meeting seeking
12 dissolution of GSRUOA, and sale under NRS 116.2118, Defendants must address this issue prior to
13 sale.

14
15
16 ⁵ NRS 116.21185 Respective interests of units' owners following termination. The respective interests of units'
owners referred to in subsections 5, 6 and 7 of NRS 116.2118 and in NRS 116.21183 are as follows:

17 1. Except as otherwise provided in subsection 2, the respective interests of units' owners are the fair market values
18 of their units, allocated interests, and any limited common elements immediately before the termination, as determined
19 by one or more independent appraisers selected by the association. The decision of the independent appraisers must be
20 distributed to the units' owners and becomes final unless disapproved within 30 days after distribution by units' owners
to whom 25 percent of the votes in the association are allocated. The proportion of interest of any unit's owner to that
of all units' owners is determined by dividing the fair market value of that unit and its allocated interests by the total fair
market values of all the units and their allocated interests.

21 2. If any unit or any limited common element is destroyed to the extent that an appraisal of the fair market value
thereto before destruction cannot be made, the interests of all units' owners are:

- 22 (a) In a condominium, their respective interests in the common elements immediately before the termination;
23 (b) In a cooperative, their respective ownerships immediately before the termination; and
(c) In a planned community, their respective liabilities for common expenses immediately before the termination..

24 ⁶ Those include:

25 Plaintiffs' 04/25/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)
26 Plaintiffs' 03/02/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)
27 Plaintiffs' 02/01/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)
28 Plaintiffs' 11/19/21 Motion for Order to Show Cause (Defendants' contempt for violating 01/17/15 Order) and,
12/23/21 Plaintiffs' 09/27/21 Motion for Order to Show Cause (Defendants' contempt for violating 01/17/15 Order)
Plaintiffs' 2/11/21 Motion for Order to Show Cause (Defendants' contempt for violating 12/24/22 order)
These are referred to collectively as the Applications for OSC.

1 The Court makes the following legal conclusions:

2 After balancing the interests of the parties and in evaluating the legal issues, the Court concludes
3 that Plaintiffs will suffer irreparable injury if no relief is granted. The Court has fashioned a remedy
4 that balances the rights of both parties in this matter.
5

6 The Court concludes the Plaintiffs will not suffer irreparable harm if the statutory process under
7 NRS 116.2118 et seq. along with Court supervision as outlined herein is followed.

8 The Court concludes Defendants property interest are protected by issuance of this relief.

9 Therefore, the Court issues the following Orders:

10 IT IS THEREFORE ORDERED, that the Grand Sierra unit owners are allowed to proceed with
11 their vote to terminate the GSRUOA and election to sell the Property as a whole.
12

13 IT IS FURTHER ORDERED that prior to a sale of the Property as a whole, the Court shall enter
14 an Order on motion to terminate and or modify the Receivership that addresses the issues of
15 payment to the Receiver and his counsel, the scope of the wind up process of the GSRUOA to be
16 overseen by the Receiver, as well as the responsibility for any amounts which are awarded as a result
17 of the pending Applications for OSC.
18

19 IT IS FURTHER ORDERED that no sale of the units at GSRUOA or the property rights related to
20 the GSRUOA and the units which currently compose GSRUOA shall occur until further order of
21 this Court which includes a process for the resolution of any retained claims by Plaintiffs and
22 procedure for the determination of fair market value of Plaintiffs' units under NRS 116.2118 et seq.
23

24 IT IS FURTHER ORDERED that this Court shall provide supervision of the appraisal process of
25 the units in order to assure that Plaintiffs are provided an opportunity to submit their own appraisal
26 of their respective units for consideration and determination of the fair market value of the units and
27 their allocated interests.
28

1 IT IS FURTHER ORDERED that Defendants and anyone acting on their behalf are restrained
2 from transferring, selling or otherwise alienating, the units at GSRUOA or the property rights
3 related to the GSRUOA and the units which currently compose GSRUOA pending further order of
4 the Court.

5
6 IT IS FURTHER ORDERED that the bond posted by Plaintiffs in the amount of \$50,0000,
7 following the Court's granting a Temporary Restraining Order on March 11, 2022, remain in place
8 as adequate security for this Preliminary Injunction.

9 IT IS FURTHER ORDERED that in all other respects the Injunctive Relief Motion is denied.
10

11
12 Dated this 5th day December, 2022.

13
14 
15 Hon. Elizabeth Gonzalez, (Ret.)
16 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 5th day of December, 2022, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

TODD ALEXANDER, ESQ.

F. SHARP, ESQ.

STEPHANIE SHARP, ESQ.

G. DAVID ROBERTSON, ESQ.

ROBERT EISENBERG, ESQ.

JENNIFER HOSTETLER, ESQ.



EXHIBIT N

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

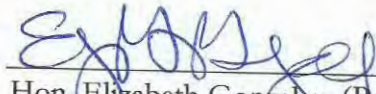
Defendant's Motion for Dismissal of Claims of Deceased Party Plaintiffs Due to Untimely Filing Notice or Suggestion of Death and Motion to Substitute Party filed 11/19/21. This motion is denied. The Motions to Substitute Party were unopposed. Defendants current motion seeks reconsideration of that prior decision. The Court declines to reconsider the ruling on that prior unopposed motion.

Defendant's Motion to Dismiss Pursuant to NRCP 41 filed 2/23/22. This motion is denied.

The Court's three day compensatory damages prove-up hearing (at which a witness testified and was cross-examined) and entry of judgment, are sufficient to conclude that trial in this matter was

1 commenced and, therefore, has already been brought to "trial" as contemplated by Rule 41. The trial
2 has yet to be completed. NRS 42.005 dictates the procedure for determination of punitive
3 damages.¹ It is clear that in cases where punitive damages are sought the trial is to be conducted in
4 parts. The Nevada Supreme Court has recognized that the findings of fact and conclusions of law
5 issued after the prove up is not a final judgment. For this reason, neither of the time limitations in
6 NRCP 41 require dismissal despite the age and tortured history of this matter.
7
8
9

10 Dated this 18th day November, 2022.

11 
12 Hon. Elizabeth Gonzalez, (Ret.)
13 Sr. District Court Judge
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23 ¹ That statute provides in part:

24 1. Except as otherwise provided in NRS 42.0007, in an action for the breach of an obligation not arising
25 from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression,
26 fraud or malice, express or implied, the plaintiff, in addition to the compensatory damages, may recover damages for the
27 sake of example and by way of punishing the defendant.
28 ***

29 3. If punitive damages are claimed pursuant to this section, the trier of fact shall make a finding of
30 whether such damages will be assessed. If such damages are to be assessed, a subsequent proceeding must be conducted
31 before the same trier of fact to determine the amount of such damages to be assessed. The trier of fact shall make a
32 finding of the amount to be assessed according to the provisions of this section. The findings required by this section, if
33 made by a jury, must be made by special verdict along with any other required findings. The jury must not be instructed,
34 or otherwise advised, of the limitations on the amount of an award of punitive damages prescribed in subsection 1.

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 18th day of November, 2022, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

TODD ALEXANDER, ESQ.

F. SHARP, ESQ.

STEPHANIE SHARP, ESQ.

G. DAVID ROBERTSON, ESQ.

ROBERT EISENBERG, ESQ.

JENNIFER HOSTETLER, ESQ.

FILED
Electronically
CV12-02222
2023-04-13 05:02:36 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT O

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7 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**
9

10 ALBERT THOMAS, individually; *et al.*,

11 Plaintiffs,

12 vs.

Case No. CV12-02222
Dept. No. OJ37

13 MEI-GSR Holdings, LLC, a Nevada limited
14 liability company, GRAND SIERRA
15 RESORT UNIT OWNERS' ASSOCIATION,
16 a Nevada nonprofit corporation, GAGE
17 VILLAGE COMMERCIAL
18 DEVELOPMENT, LLC, a Nevada limited
19 liability company; AM-GSR HOLDINGS,
20 LLC, a Nevada limited liability company; and
21 DOE DEFENDANTS 1 THROUGH 10,
22 inclusive,

23 Defendants.
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ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS

21 Presently before the Court is the Receiver's Motion for Orders & Instructions, filed
22 October 18, 2021 ("Motion"). Plaintiffs filed Plaintiffs' Joinder to Receiver's Motion for Orders
23 & Instructions on October 22, 2021 ("Plaintiff's Joinder"). Defendants filed Defendants'
24 Opposition to Receiver's Motion for Orders & Instructions on October 22, 2021 ("Defendants'
25 Opposition"). The Receiver then filed Receiver's Reply in Support of Motion for Orders &
26 Instructions on October 25, 2021 ("Receiver's Reply"). The Motion was submitted for
27 consideration on October 25, 2021.
28

1 Case-concluding sanctions were entered against the Defendants for abuse of discovery
2 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
3 Terminating Sanctions, filed October 3, 2014 at 12.) See Young v. Johnny Ribeiro Bldg., Inc.,
4 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
5 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. See
6 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.

7 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
8 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
9 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"). (See
10 Appointment Order at 1:23-26.) The receivership was implemented "for the purpose of
11 implementing compliance, among all condominium units, including units owned by any
12 Defendant in this action . . . with the Covenants, Codes and Restrictions recorded against the
13 condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements
14 (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25, 2019, Richard
15 Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order Granting Motion to
16 Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed January 25, 2019.)

17 In 2021, the Defendants undertook to have a reserve study done by a third party, which
18 was then to be utilized by the Receiver to calculate those fees to be charged to Plaintiffs
19 (including the Daily Use Fees ("DUF"), Shared Facility Use Expenses ("SFUE"), and Hotel
20 Expenses ("HE")). The Receiver states that various orders of this Court, including the
21 Appointment Order, provide authority solely to Receiver to order and oversee any reserve studies
22 done. (Reply at 2:27-3:5.) Defendants argue that no such orders nor the Governing Documents
23 provide the Receiver with such authority. (Defendants' Opposition at 3:19-24.) Instead,
24 Defendants argue that any attempt by the Receiver to order or oversee the reserve study would be
25 an "impermissibl[e] expan[sion] of his authority." (Id. at 3:20.)

26 The Court issued its Findings of Fact, Conclusions of Law and Order granting in part
27 Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020 Order
28 Granting Motion for Clarification and Request for Hearing, on September 29, 2021. Therein, the

1 Court struck the disgorgement order granted in the December 24, 2020 Order Granting
2 Clarification (“December 24, 2020 Order”). Whereas the Court originally instructed that “[u]ntil
3 the DUF, the [HE], and [SFUE] are recalculated by the Receiver, the fees calculated by the past
4 receiver shall be applied,” the revised order struck this reversion to the prior receiver’s
5 calculations. Thus, the Receiver states he is now without direction as to which calculations are
6 to be applied until he is able to redo his own calculations. (See December 24, 2020 Order at
7 3:23-4:10 (where the Court informs the Receiver his calculations for 2020 are incorrect and
8 invalid under the Governing Documents and they must be redone).) Defendants argue the
9 Receiver’s prior calculations, which were in place until the December 24, 2020 Order was
10 issued, should be utilized. Notably, this directly contradicts the Court’s December 24, 2020
11 Order, is inequitable, and thus is denied outright. (Id.)

12 The Appointment Order provides the Receiver authority to take control of “all accounts
13 receivable, payments, rents, including all statements and records of deposits, advances, and
14 prepaid contracts or rents” (Appointment Order at 3:15-18.) Defendants are also ordered to
15 cooperate with the Receiver and not “[i]nterfer[e] with the Receiver, directly or indirectly.” (Id.
16 at 8:2-15.) The Receiver has informed the parties of his intent to open a separate account into
17 which all rents and other proceeds from the units will be deposited, and now requests the Court’s
18 permission to open such an account. (Motion at 11:19; Motion to Stay Special Assessment, filed
19 August 20, 2021 at Ex. 2.) Defendants have refused to cooperate with the Receiver’s request to
20 turnover various proceeds, in violation of the Appointment Order, and now object to Receiver’s
21 authority to open a separate account. (Appointment Order at 8:2-15; Defendant’s Opposition at
22 6:14-7:21.)

23 Pursuant to the Governing Documents, Defendants have implemented a room rotation
24 program whereunder bookings for the units owned by Plaintiffs and Defendants should be
25 equally distributed such that Plaintiffs and Defendants, as individual unit owners, are earning
26 roughly equal revenue. The Receiver contends this room rotation program is flawed and has
27 resulted in a greater number of Defendants’ units being rented than Plaintiffs’ units during
28 various periods through August 2021. (Motion at 14:14-17.)

1 Among the Governing Documents with which the Receiver is ordered to implement
2 compliance is the Seventh Amendment to Condominium Declaration of Covenants, Conditions,
3 Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra Resort,
4 recorded June 27, 2007 ("Seventh Amended CC&Rs"). Defendants, however, after representing
5 to the Court that the Seventh Amended CC&Rs needed to be amended in order to comply with
6 NRS 116B, unilaterally revised and recorded the Ninth Amendment to Condominium
7 Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for
8 Hotel-Condominiums at Grand Sierra Resort ("Ninth Amended CC&Rs") to overhaul the fee
9 structure and radically expand the fees chargeable to the Plaintiffs. The Ninth Amended
10 CC&Rs, according to Plaintiffs, substantially increase the expenses to be included in fees
11 charged to Plaintiffs – thus making ownership of the units unviable.

12 Finally, Defendants have communicated with Receiver *ex parte* through a variety of
13 individuals. The Receiver now requests that all communications be funneled through a single
14 individual: Reed Brady. (Motion at 17:4-8.)

15 The Motion requests the Court order (1) that the Notice of Special Assessments and the
16 Reserve Studies sent to the unit owners by Defendants on August 24, 2021 be immediately
17 withdrawn; (2) that the Defendants be ordered to send out a notice to all unit owners of said
18 withdrawal; and (3) that this Court confirm the Receiver's authority over the Reserve Studies.
19 (Motion at 3:11-14.) The Motion further requests the Court order that the Receiver is to
20 recalculate the charges for the DUF, SFUE, and HE for 2020 based upon the same methodology
21 as has been used in calculating the fee charges for 2021, once the Court approves that
22 methodology. (*Id.* at 8:10-13.) The Motion further requests the Court approve the opening of an
23 account for the Receivership, with the Receiver having sole signatory authority over the account,
24 and order that all rents received by Defendants currently and in the future, generated from either
25 all 670 condominium units or the Plaintiff-owned units, net of the total charges for the DUF,
26 SFUE, and HE fees and for reserves combined, are to be deposited into the account, that the
27 receiver be authorized to make the necessary disbursements to the relevant unit owners at three
28 (3) month intervals, that any disgorgement amounts owed by Defendants be deposited into the

1 Receivership account to be distributed by the Receiver, and that, if the Court orders the current
2 credit balances in the Plaintiffs' accounts are to be deposited in to the Receiver's bank account
3 then, to the extent that such credit balances are to be disgorged, Defendants will pay such credit
4 balances to the Receiver for deposit, and the Receiver will distribute such funds appropriately.
5 (Id. at 11:21-12:13.) The Motion further requests the Court order Defendants to provide the
6 Receiver with the information and documentation he has requested relating to the room rotation
7 program within ten (10) days of this Order. (Id. at 14:20-24.) The Motion further requests the
8 court expedite the determination of the Plaintiffs' Motion for Instructions, filed October 18, 2021
9 and submitted for consideration on October 25, 2021. (Id. at 17:1-3.) Finally, the Motion
10 requests the Court instruct Defendants to funnel all communications to the Receiver through a
11 single individual: Reed Brady. (Id. at 7:5-8.)

12 As this Court has stated previously, "[a] receiver is appointed to maintain the status quo
13 regarding the property in controversy and to safeguard said property from being dissipated while
14 the plaintiff is pursuing his remedy." (Order Denying Motion to Terminate Rental Agreement,
15 filed October 12, 2020 (citing Milo v. Curtis, 100 Ohio App.3d 1, 9, 651 N.E.2d 1340, 1345
16 (Ohio Ct. App. 1994).) This Court reiterated this premise in another order, stating that "[o]ne of
17 the purposes of the [Appointment] Order was to preserve the status quo of the parties during the
18 pendency of the action. Another purpose was to enforce [the] agreements." (Order, filed
19 November 23, 2015 at 1:22-23.) Nevada law supports this obligation of the Receiver. See
20 Johnson v. Steel, Inc., 100 Nev 181, 183, 678 P.2d 767, 678 (1984) (the appointment of a
21 receiver is a "remedy used to preserve the value of assets pending outcome of the principal case"
22 and is "a means of preserving the status quo"), overruled on other grounds by Shoen v. SAC
23 Holding Corp., 122 Nev. 621, 137 P.3d 1171 (2006); accord Dunphy v. McNamara, 50 Nev. 113,
24 252 P. 943, 944 (1927) (a court of equity has "ample authority" to utilize a receiver to preserve
25 the status quo).

26 Furthermore, upon the appointment of the Receiver, all authority to manage and control
27 the GSRUOA was immediately transferred from the GSRUOA's Board of Directors, managers,
28 officers, the Declarant, and other agents to the Receiver. Francis v. Camel Point Ranch, Inc.,

1 2019 COA 108M, ¶¶ 6-10, 487 P.3d 1089, 1092-93, as modified on denial of reh'g (Colo. Ct.
2 App. Sept. 19, 2019) (noting that “[u]pon the receiver’s appointment, [Defendant’s] corporate
3 officers and directors lost all authority to control the corporation”); First Sav. & Loan Ass’n v.
4 First Fed. Sav. Loan Ass’n, 531 F. Supp. 251, 255 (D. Haw. 1981) (“When a receiver is
5 appointed for a corporation, the corporation’s management loses the power to run its affairs and
6 the receiver obtains all of the corporation’s powers and assets.”). “Simply put, corporate
7 receivership is a court-mandated change in corporate management.” Francis, 487 P.3d 1089 at
8 1092-93.

9 Thus, upon appointment of the Receiver, the GSRUOA’s Board of Directors was
10 divested of the authority it has errantly exercised to issue that Notice of Special Assessment and
11 the Reserve Studies which was sent to all unit owners on August 24, 2021. Accordingly, such
12 Notice of Special Assessment and any actual imposition of special assessment is *void ab initio*
13 and therefore invalid. Only the Receiver can impose special assessments.

14 Next, the Findings of Fact, Conclusions of Law and Judgement issued on October 9,
15 2015 (“FFCLJ”), explicitly ordered the Receiver to calculate “a reasonable amount of FF&E,
16 shared facilities and hotel reserve fees” and other necessary fees to be assessed against Plaintiffs.
17 (FFCLJ at 22:25-27.) Accordingly, the Receiver is to calculate the DUF, SFUE, and HE for
18 2020. Such calculations should be based upon the same methodology as used for the 2021 fees,
19 once the Court has approved of such methodology.

20 The Appointment Order expressly allows for the Receiver to open an account for the
21 Receivership. (Appointment Order at 6:26 (the Receiver is allowed to “open and utilize bank
22 accounts for receivership funds”).) Indeed, the Appointment Order also expressly calls for the
23 Receiver to collect proceeds from the Property (defined as the 670 condominium units),
24 including, but not limited to, rent earned therefrom. (*Id.* at 5:17-19.) It logically follows then
25 that the Receiver may open a separate account for the Receivership in which it may hold all rents
26 from the Property, as defined in the Receivership Order.

27 The Appointment Order also expressly calls for Defendants to cooperate with the
28 Receiver and refrain from taking any actions which will interfere with the Receiver’s ability to

1 perform his duties. (Id. at 8:2-15.) Accordingly, Defendants should supply the Receiver with all
2 information, explanation, and documentation the Receiver may request regarding the room
3 rotation program and apparent inadequacy thereof.

4 The Receiver was specifically tasked with implementing compliance with the Governing
5 Documents, including the Seventh Amended CC&Rs. (Appointment Order at 1:27-2:3.)
6 Reading this obligation to implement compliance with the Seventh Amended CC&Rs with the
7 obligation to maintain the status quo, this Court finds that the Seventh Amended CC&Rs cannot
8 be amended, repealed, nor replaced until the Receiver is relieved of his duties by the Court. The
9 continuance of this specific Governing Document will ensure the status quo, as is the purpose of
10 a receivership. Johnson, 100 Nev. at 183, 678 P.2d at 678; Dunphy, 50 Nev. 113, 252 P. at 944.
11 The automatic and immediate transfer of control over the GSRUOA to the Receiver therefore
12 divested the GSRUOA's Board of Directors from any authority it had to propose, enact, and
13 otherwise make effective the Ninth Amended CC&Rs. The Ninth Amended CC&Rs are thus
14 *void ab initio*, as they were enacted without proper authority. Accordingly, the Ninth Amended
15 CC&Rs are *void ab initio*, and even if they were not, the Ninth Amended CC&Rs would be
16 improper and thus subject to rescission or cancellation.

17 Finally, the Court finds it appropriate for Defendants to funnel all communication with
18 the Receiver through a single individual. For the time being, such individual shall be Reed
19 Brady. Mr. Brady may delegate tasks to others, however, only Mr. Brady should communicate
20 answers, conclusions, or other findings to the Receiver.

21 **IT IS HEREBY ORDERED** that Receiver's Motion is granted **in full**.

22 **IT IS FURTHER ORDERED** (i) that the Notice of Special Assessments and the
23 Reserve Studies sent to the unit owners by the Defendants on August 24, 2021 shall be
24 immediately withdrawn; (ii) that the Defendants shall send out a notice to all unit owners of said
25 withdrawal within ten (10) days of this Order; (iii) that any amounts paid by unit owners
26 pursuant to the Notice of Special Assessment shall be refunded within ten (10) days of this
27 Order; and (iv) that the Receiver has sole authority to order and oversee reserve studies related to
28 Defendants' property and under the Governing Documents.

1 **IT IS FURTHER ORDERED** that the Receiver shall recalculate the DUF, SFUE, and
2 HE based on the same methodology as has been used in calculating the fee charges for 2021,
3 subject to Court approval of such methodology. Those fees in place prior to the Court's
4 September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and
5 approved by this Court such that only a single account adjustment will be necessary.

6 **IT IS FURTHER ORDERED** that the Receiver shall open a separate account on which
7 Receiver has sole signatory authority, and into which all rents received by Defendants currently
8 for all 670 condominium units, net of total charges for DUF, SFUE, and HE fees and reserves,
9 are to be deposited. The Receiver shall disburse the revenue collected to the parties according to
10 the Governing Documents. In the event the Court requires a disgorgement by Defendants to
11 Plaintiffs, Receiver shall deposit such disgorgements into this separate account and disburse the
12 same to Plaintiffs appropriately.

13 **IT IS FURTHER ORDERED** that Defendants shall provide Receiver with any
14 information, explanation, and documentation he may request regarding the room rotation
15 program and any perceived discrepancies therewith, until Receiver is either satisfied with the
16 adequacy of the program or until Receiver deems it appropriate to seek judicial intervention.

17 **IT IS FURTHER ORDERED** that the Ninth CC&Rs are *void ab initio* and the Seventh
18 CC&Rs are to be resurrected as though they had not been withdrawn or superseded.

19 **IT IS FURTHER ORDERED** that Defendants shall funnel all communication with the
20 Receiver through Reed Brady. Defendants and Receiver may mutually agree to choose an
21 alternative representative through which communication shall be directed. Mr. Brady, and any
22 subsequent representative, may delegate requests, questions, or other tasks necessary to respond
23 to Receiver's communications, but any answers, conclusions, or other results shall be
24 communicated back to Receiver through only Mr. Brady and no other individual.

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IT IS SO ORDERED.

DATED 12.21.21.



SENIOR JUSTICE
Nancy Saitta

Submitted by:

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON

/s/ Jarrad C. Miller
Jarrad C. Miller, Esq.
Jonathan Joel Tew, Esq.
Attorneys for Plaintiffs

FILED
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2023-04-13 05:02:36 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT P

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7 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**
9

10 ALBERT THOMAS, individually; *et al.*,

11 Plaintiffs,

12 vs.

Case No. CV12-02222
Dept. No. OJ37

13 MEI-GSR Holdings, LLC, a Nevada limited
14 liability company, GRAND SIERRA
15 RESORT UNIT OWNERS' ASSOCIATION,
16 a Nevada nonprofit corporation, GAGE
17 VILLAGE COMMERCIAL
18 DEVELOPMENT, LLC, a Nevada limited
19 liability company; AM-GSR HOLDINGS,
20 LLC, a Nevada limited liability company; and
21 DOE DEFENDANTS 1 THROUGH 10,
22 inclusive,

23 Defendants.
24
25

26 **ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER**

27 Presently before the Court is Plaintiff's Motion for Instructions to Receiver, filed
28 September 28, 2021 ("Motion"). Defendants filed Defendants' Opposition to Plaintiffs' Motion
for Instructions to Receiver on October 12, 2021 ("Opposition"). Plaintiffs filed their Reply in
Support of Motion for Instructions to Receiver on October 25, 2021. The Motion was submitted
for consideration on October 25, 2021.

Case-concluding sanctions were entered against the Defendants for abuse of discovery
and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
Terminating Sanctions, filed October 3, 2014 at 12.) See also *Young v. Johnny Ribeiro Bldg.*,

1 Inc., 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
2 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See
3 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

4 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
5 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
6 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"), the
7 rental and other revenues from the condominiums, as well as other property of the non-
8 GSRUOA Defendants. (See Appointment Order at 1:23-26.) The receivership was implemented
9 "for the purpose of implementing compliance, among all condominium units, including units
10 owned by any Defendant in this action . . . with the Covenants, Codes and Restrictions recorded
11 against the condominium units, the Unit Maintenance Agreements and the original Unit Rental
12 Agreements (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25,
13 2019, Richard Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order
14 Granting Motion to Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed
15 January 25, 2019.)

16 Among the Governing Documents with which the Receiver is ordered to implement
17 compliance is the Seventh Amendment to Condominium Declaration of Covenants, Conditions,
18 Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra Resort,
19 recorded June 27, 2007 ("Seventh Amended CC&Rs"). Defendants, however, after representing
20 to the Court that the Seventh Amended CC&Rs needed to be amended in order to comply with
21 NRS 116B, unilaterally revised and recorded the Ninth Amendment to Condominium
22 Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for
23 Hotel-Condominiums at Grand Sierra Resort to overhaul the fees chargeable to the unit owners.
24 ("Ninth Amended CC&Rs"). The Ninth Amended CC&Rs, according to Plaintiffs, substantially
25 increase the expenses to be included in fees charged to Plaintiffs – thus making ownership of the
26 units unviable. (Reply at 7:17-21.)

27 Additionally, the Defendants undertook to have a reserve study done by a third party,
28 which was then to be utilized by the Receiver to calculate those fees to be charged to Plaintiffs.

1 Plaintiffs argue this reserve study was not only done without proper authority, but also that it was
2 patently erroneous in that it includes a variety of expenses which are not chargeable to the
3 Plaintiffs under the Seventh Amended CC&Rs. (Motion at 4:3-13.)

4 The Motion requests the Court instruct the Receiver to (1) determine that the amendment
5 process was invalid and void actions improperly taken by the GSRUOA Board of Directors, (2)
6 maintain the status quo by enforcing the Appointment Order and apply the Seventh Amended
7 CC&Rs, and (3) disqualify the 2021 reserve study and prepare a new reserve study completed
8 with the Receiver's direction and input. (Motion at 2:27-3:4, 4:12-13.)

9 As this Court has stated previously, "[a] receiver is appointed to maintain the status quo
10 regarding the property in controversy and to safeguard said property from being dissipated while
11 the plaintiff is pursuing his remedy." (Order Denying Motion to Terminate Rental Agreement,
12 filed October 12, 2020 (citing Milo v. Curtis, 100 Ohio App.3d 1, 9, 651 N.E.2d 1340, 1345
13 (Ohio Ct. App. 1994).) This Court reiterated this premise in a subsequent order, stating that
14 "[o]ne of the purposes of the [Appointment] Order was to preserve the status quo of the parties
15 during the pendency of the action. Another purpose was to enforce [the] agreements." (Order,
16 filed November 23, 2015 at 1:22-23.) Nevada law supports this obligation of the Receiver. See
17 Johnson v. Steel, Inc., 100 Nev 181, 183, 678 P.2d 767, 678 (1984) (the appointment of a
18 receiver is a "remedy used to preserve the value of assets pending outcome of the principal case"
19 and is "a means of preserving the status quo"), overruled on other grounds by Shoen v. SAC
20 Holding Corp., 122 Nev. 621, 137 P.3d 1171 (2006); accord Dunphy v. McNamara, 50 Nev. 113,
21 252 P. 943, 944 (1927) (a court of equity has "ample authority" to utilize a receiver to preserve
22 the status quo).

23 In this case, the Receiver was specifically tasked with implementing compliance with the
24 Governing Documents, including the Seventh Amended CC&Rs. (Appointment Order at 1:27-
25 2:3.) Reading this obligation to implement compliance with the Seventh Amended CC&Rs with
26 the obligation to maintain the status quo, this Court finds that the Seventh Amended CC&Rs
27 cannot be amended, repealed, nor replaced until the Receiver is relieved of his duties by the
28 Court. The continuance of this specific Governing Document will ensure the status quo, as is the

1 purpose of a receivership and the Appointment Order. See Johnson, 100 Nev. at 183, 678 P.2d at
2 678; Dunphy, 50 Nev. 113, 252 P. at 944.

3 Furthermore, upon the appointment of the Receiver, all authority to manage and control
4 the GSRUOA was immediately transferred from the GSRUOA's Board of Directors, managers,
5 officers, the Declarant, and other agents to the Receiver. Francis v. Camel Point Ranch, Inc.,
6 2019 COA 108M, ¶¶ 6-10, 487 P.3d 1089, 1092-93, as modified on denial of reh'g (Colo. Ct.
7 App. Sept. 19, 2019) (noting that "[u]pon the receiver's appointment, [Defendant's] corporate
8 officers and directors lost all authority to control the corporation"); First Sav. & Loan Ass'n v.
9 First Fed. Sav. Loan Ass'n, 531 F. Supp. 251, 255 (D. Haw. 1981) ("When a receiver is
10 appointed for a corporation, the corporation's management loses the power to run its affairs and
11 the receiver obtains all of the corporation's powers and assets."). "Simply put, corporate
12 receivership is a court-mandated change in corporate management." Francis, 487 P.3d 1089 at
13 1092-93.

14 This automatic and immediate transfer of control over the GSRUOA to the Receiver
15 therefore divested the GSRUOA's Board of Directors from any authority it had to propose,
16 enact, and otherwise make effective the Ninth Amended CC&Rs. The Ninth Amended CC&Rs
17 are thus *void ab initio*, as they were enacted without proper authority.

18 Accordingly, the Ninth Amended CC&Rs are *void ab initio*, and even if they were not,
19 the Ninth Amended CC&Rs would be improper and thus subject to rescission or cancellation.¹

20 Next, Plaintiffs have moved the Court to instruct the Receiver to reject the reserve study
21 completed by Defendants without any input from Receiver, and order and oversee a separate
22 reserve study. (Motion at 11:25-14:19.) The Court has explicitly found that the Receiver "will
23 determine a reasonable amount of FF&E, shared facilities and hotel reserve fees." (Findings of
24 Fact, Conclusions of Law and Judgement, Filed October 9, 2015 at 22:25-26.) This implies that

25
26 ¹ Defendants argue any challenge to the Ninth Amended CC&Rs must be brought pursuant to the ADR provision
27 therein. The Court rejects this argument *in toto* considering the Appointment Order, the purpose of the Appointment
28 Order, and binding Nevada law which all dictate the receivership is intended to maintain the status quo – not allow
for a key Governing Document to be unilaterally amended by Defendants. Further, the claim for a Receivership was
brought in the Second Amended Complaint and the Nevada Supreme Court has already found that the District Court
has subject matter jurisdiction over the action.

1 the Receiver will also be tasked with ordering and overseeing the reserve study – as that study
2 will dictate the FF&E, shared facilities, and hotel reserve fees. Thus, the Receiver alone has the
3 authority to direct and audit the reserve study, not the Defendants.

4 Moreover, the Defendants have acknowledged this reality to the Court:

5 Mr. McElhinney: Are you instructing the receiver to use the 2016
6 reserve study in rendering his calculation? The Court: I think he
7 can. Mr. McElhinney: Up to him? The Court: Yeah, it's up to
8 him. If there's some reason that Mr. Teichner believes that the
9 premise or the data that's collected therein is inappropriate, then
10 obviously he can just go back to the 2014 study, but if he wants to
11 use it and he believes that it's statistical or evidentiarily valid, then
12 he can use that in making those determinations.

13 (Motion at Ex. 3 at 141:24-142:11.)

14 Plaintiffs further object to the Defendants' reserve study because it has included expenses
15 which are clearly erroneous. (Motion at 4:6-13 (noting public pool expenses that were included
16 while the Governing Documents and Court orders exclude any revenue-generating expenses).)
17 The reserve study is to be limited as directed in previous Court orders and the Governing
18 Documents. The reserve study provided by Defendants clearly shows at least one basic,
19 elementary example of expenses which are included but should not be. (Id.) Accordingly, the
20 Court finds the Defendants' reserve study to be flawed and untrustworthy, and finds the Receiver
21 has the proper (and sole) authority to order, oversee, and implement a new reserve study.

22 **IT IS HEREBY ORDERED** that Plaintiffs' Motion is granted.

23 **IT IS FURTHER ORDERED** that the Ninth Amended CC&Rs shall be withdrawn and
24 the Seventh Amended CC&Rs shall be reinstated as though never superseded.

25 **IT IS FURTHER ORDERED** that Receiver shall not utilize the Defendants' reserve
26 study in calculating those fees which are to be assessed to Plaintiffs. Instead, the Receiver shall
27 order, oversee, and implement a new reserve study which is in accordance with the Governing
28 Documents.

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1 **IT IS SO ORDERED.**

2 DATED 12.21.21

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5 _____
6 SENIOR JUSTICE
7 Nancy Saitta

8 Submitted by:

9 ROBERTSON, JOHNSON,
10 MILLER & WILLIAMSON

11 _____
12 /s/ Jarrad C. Miller

13 Jarrad C. Miller, Esq.
14 Jonathan Joel Tew, Esq.
15 Attorneys for Plaintiffs

EXHIBIT Q

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7 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**
9

10 ALBERT THOMAS, individually; *et al.*,

11 Plaintiffs,

12 vs.

Case No. CV12-02222
Dept. No. OJ37

13 MEI-GSR Holdings, LLC, a Nevada limited
14 liability company, GRAND SIERRA
15 RESORT UNIT OWNERS' ASSOCIATION,
16 a Nevada nonprofit corporation, GAGE
17 VILLAGE COMMERCIAL
18 DEVELOPMENT, LLC, a Nevada limited
19 liability company; AM-GSR HOLDINGS,
20 LLC, a Nevada limited liability company; and
21 DOE DEFENDANTS 1 THROUGH 10,
22 inclusive,

23 Defendants.
24
25

26 **ORDER GRANTING PLAINTIFFS' MOTION TO STAY SPECIAL ASSESSMENT**

27 Presently before the Court is Plaintiffs' Motion to Stay Special Assessment, filed August
28 20, 2021 ("Motion").¹ Defendants filed Defendants' Opposition to Motion to Stay Special
Assessment on September 3, 2021 ("Opposition"). Plaintiffs filed their Reply in Support of

¹ Plaintiffs filed an initial version of this motion on July 30, 2021. (Motion to Stay Special Assessment and Renewed Request to Replace Receiver, filed July 30, 2021.) Plaintiffs withdrew this motion without prejudice on August 17, 2021. (Notice of Withdrawal of Motion to Stay Special Assessment and Renewed Request to Replace Receiver, filed August 17, 2021.)

1 Motion to Stay Special Assessment on September 17, 2021. The Motion was submitted for
2 consideration on September 22, 2021.

3 Case-concluding sanctions were entered against the Defendants for abuse of discovery
4 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
5 Terminating Sanctions, filed October 3, 2014 at 12.) See also Young v. Johnny Ribeiro Bldg.,
6 Inc., 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
7 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See
8 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

9 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
10 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
11 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"). (See
12 Appointment Order at 1:23-26.) The receivership was implemented "for the purpose of
13 implementing compliance, among all condominium units, including units owned by any
14 Defendant in this action . . . with the Covenants, Codes and Restrictions recorded against the
15 condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements
16 (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25, 2019, Richard
17 Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order Granting Motion to
18 Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed January 25, 2019.)

19 The Appointment Order provides that the Receiver and his agents are to be "pa[id] and
20 discharge[d] out of the Property's rents and/or GSRUOA monthly dues collections. . . ." (Appointment Order at 6:12-16.) It is thus clear that the Receiver's invoices are to be paid
21 through either (or collectively) the Property's rents collected or the GSRUOA monthly dues and
22 not from any other source of funds without approval of this Court.
23

24 On June 16, 2021, the Receiver provided notice to the Court that GSRUOA was insolvent
25 and requested a hearing to address this issue. (Motion at 1:2-4.) After the parties discussed
26 potential solutions to this issue, the Defendants, over Plaintiffs' objection, on July 12, 2021 voted
27 to impose a special assessment against all unit owners which would raise about \$100,000 to pay
28 the Receiver's invoices and other expenses ("Special Assessment"). (Opposition at 2:3-11.)

1 The Motion requests that the Court: (1) enforce the Appointment Order; (2) stay the
2 Special Assessment; (3) direct the Receiver to pay the expenses of the receivership through the
3 new receivership account; and (4) order the Defendants to stop interfering with the receivership
4 and the orders governing same. (Motion at 2:6-9.) The Opposition argues the Special
5 Assessment was appropriate under the Seventh Amendment to Condominium Declaration of
6 Covenants, Conditions, Restrictions and Reservations of Easements for hotel Condominiums at
7 Grand Sierra Resort ("CC&Rs") and necessary in order to both fund the Receiver's invoices as
8 well as the GSRUOA's operations through the remainder of 2021. (Opposition at 2:24-3:6.)

9 To begin, the appointment of a receiver terminates the authority of an entity's officers
10 and directors, and places all such authority in the receiver alone. Francis v. Camel Point Ranch,
11 Inc., 2019 COA 108M, ¶¶6-10, 487 P.3d 1089, 1092-9 (Colo. App. Sept. 19, 2019) (noting that
12 "[u]pon the receiver's appointment, [Defendant's] corporate officers and directors lost all
13 authority to control the corporation"); McDougal v. Huntingdon & Broad Top Mountain RR. &
14 Coal Co., 294 Pa. 108, 143 A.574, 577 (1928) (the receiver exercises the functions of the board
15 of directors, managers and officers, takes possession of corporate income, property, and assets,
16 directs not only in its operation, but, while in control, its policies on all lines"); see First Sav &
17 Loan Ass'n v. First Fed. Sav. Loan Ass'n, 531 F. Supp. 251, 255 (D. Haw. 1981) ("When a
18 receiver is appointed for a corporation, the corporation's management loses the power to run its
19 affairs and the receiver obtains all of the corporation's powers and assets"); see also U.S. v.
20 Powell, 95 F.2d 752, 754 (4th Cir. 1938). Thus, when the Appointment Order was issued, all
21 authority vested in GSRUOA's Board of Directors, managers, the Declarant, and other decision
22 makers was transferred to the Receiver and the Board of Directors, managers, the Declarant, and
23 other decision makers were divested of such authority.

24 It follows then that any decision of GSRUOA's Board of Directors since the
25 Appointment Order, including the July 12, 2021 decision to impose the Special Assessment, is
26 void as GSRUOA's Board of Directors had no authority to make such a decision or impose such
27 an assessment. (Id.)

1 Defendants argue that because the Receiver apparently did not object to the GSRUOA's
2 Board of Directors' decision to impose the Special Assessment, the Special Assessment is
3 proper. (Opposition at 4:17-18 ("The Board voted unanimously to approve and implement the
4 Special Assessment and the Receiver agreed with the action.")) This argument falls flat,
5 however, in light of the Receiver's limited authority. Anes v. Crown P'ship, Inc., 113 Nev. 195,
6 201-02, 932 P.2d 1067, 1071 (1997) ("a receiver must not exceed the limits of the authority
7 granted by the court"). The Appointment Order specifically dictates the source of funds to pay
8 the Receiver's invoices: "the Property's rents and/or GSRUOA monthly dues." (Appointment
9 Order at 6:12-16.) The Appointment Order does not provide that the Receiver can be funded
10 from any special assessments imposed upon the unit owners. Accordingly, any such special
11 assessment imposed to fund the Receiver's invoices is improper and exceeds authority vested in
12 the Receiver alone. Anes, 113 Nev. at 201-02, 932 P.2d at 1071; Fullerton v. Second Jud. Dist.
13 Ct. in & for Cty. of Washoe, 111 Nev 391, 400, 892 P.2d 935, 941 (1995) ("a receiver must not
14 exceed the limits of the authority granted"); accord Clay Expl., Inc. v. Santa Rosa Operating,
15 LLC, 442 S.W.3d 795, 800 (Tex. App. 2014) (a receiver only has that authority conferred by the
16 Court's order appointing him); Price v. Howsen, 197 Iowa 324, 197 N.W. 62, 63 (1924) ("It is a
17 familiar rule that 'the extent of a receiver's authority is always to be measured by the order of
18 appointment'"); Citibank, N.A. v. Nyland (CF 8), Ltd., 839 F.2d 93, 98 (2d Cir. 1988)
19 ("[The receiver's] authority is wholly determined by the order of the appointment court"); In re
20 Lamplight Condo. Ass'n, Inc., No. 17-20078 (JJT), 2017 WL 184510, at *2 (Bankr. D. Conn.
21 May 5, 2017) ("The source of the Receiver's authority and the process by which it was bound
22 and governed is the Appointment Order, which, as a stipulation, is [] a . . . limitation of the
23 Receiver's power, authority and process.").

24 Moreover, the Receiver has now indicated that he intends to open a separate account to
25 collect rental revenues from the Property and distribute the same to the appropriate unit owners.
26 (Motion at Ex. 2 (email in which Receiver's counsel states "The Receiver is going to open a
27 separate account for the Receivership as soon as possible. . . . As of September 1st, all of the
28 revenue from the Summit Rooms (the units in the Hotel Condominium) will be deposited into

1 the account.”).) If the Receiver so opens this account to collect rental revenue, the Special
2 Assessment will become unnecessary to pay the Receiver’s invoices as Receiver will have access
3 to all rental revenue from the relevant units with which the Receiver may pay his invoices. The
4 Court finds this action by the Receiver is both necessary and allowed under the Appointment
5 Order. (See Appointment Order at 3:7-10, 3:15-18.)

6 Accordingly, the Court finds the Special Assessment exceeded the authority of the
7 GSRUOA’s Board of Directors as well as the authority of the Receiver. Thus, the Special
8 Assessment shall be rescinded and deemed void.

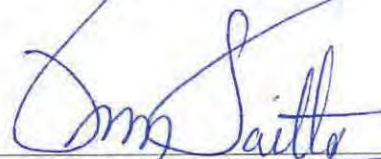
9 **IT IS HEREBY ORDERED** that Plaintiffs’ Motion is granted.

10 **IT IS FURTHER ORDERED** that Defendants shall rescind the Special Assessment and
11 refund any unit owners who have paid the Special Assessment within twenty (20) days of this
12 Order.

13 **IT IS FURTHER ORDERED** that the Receiver shall open a separate account into
14 which all rental revenue from the units in the Hotel Condominium (as defined in the CC&Rs) is
15 deposited and may be utilized to pay the Receiver’s invoices and otherwise operate the
16 GSRUOA. The Defendants are ordered to comply with the Appointment Order’s direction to
17 cooperate with the Receiver to effect the dictates of this order.

18 **IT IS SO ORDERED.**

19 DATED 12-21-21.



SENIOR JUSTICE
Nancy Saitta

22 Submitted by:

23 ROBERTSON, JOHNSON,
24 MILLER & WILLIAMSON

25 /s/ Jarrad C. Miller

26 Jarrad C. Miller, Esq.
27 Jonathan Joel Tew, Esq.
28 Attorneys for Plaintiffs

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Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT R

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7 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**

9 ALBERT THOMAS, individually; *et al.*,

10 Plaintiffs,

11 vs.

Case No. CV12-02222
Dept. No. OJ37

12 MEI-GSR Holdings, LLC, a Nevada limited
13 liability company, GRAND SIERRA
14 RESORT UNIT OWNERS'
15 ASSOCIATION, a Nevada nonprofit
16 corporation, GAGE VILLAGE
17 COMMERCIAL DEVELOPMENT, LLC, a
18 Nevada limited liability company; AM-GSR
HOLDINGS, LLC, a Nevada limited liability
company; and DOE DEFENDANTS 1
THROUGH 10, inclusive,

Defendants.

19 **ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES**

20 Before the Court is the Receiver's Receiver Analysis and Calculation of Daily Use Fee,
21 Shared Facilities Unit Expense Fee and Hotel Expense Fee with Request to Approve updated
22 Fees and for Court to Set Effective Date for New Fees, filed August 16, 2021 ("Receiver
23 Analysis"). Defendants filed Defendants' Objection to Receiver's Analysis and Calculation of
24 Daily Use Fee, Shared Facilities Unit Expense Fees and for Court to Set Effective Date for New
25 Fees on September 17, 2021. Plaintiffs filed Plaintiffs' Response to Receiver Analysis and
26 Calculation of Daily Use Fee, Shared Facilities Unit Expense Fee and Hotel Expense Fee with
27 Request to Approve Updated Fees and for Court to Set Effective Date for New Fees on
28

1 September 17, 2021. The Receiver Analysis was submitted for consideration on
2 September 22, 2021.

3 **IT IS HEREBY ORDERED** that (1) The Receiver's new fee calculations as submitted
4 to the Court should immediately be applied retroactive to January 2020 and going forward until a
5 subsequent order from the Court is issued; (2) the amounts owed to Plaintiffs under those fee
6 calculations should be paid to Plaintiffs within thirty (30) days in accordance with the Governing
7 Documents; (3) the Receiver should be permitted to calculate the 2020 fee calculation using the
8 same methodology – and once those calculations are completed, the Receiver can reconcile the
9 unit owner accounts to reflect the difference between the 2020 and 2021 fee calculations; and (4)
10 after Defendants produce to Plaintiffs all actual documents that support the Receiver's 2020 and
11 2021 calculations, and depositions are taken (limited in scope) to verify that the calculations are
12 based on actual expenses as provided for under the Governing Documents, the briefing on the
13 issue of the accuracy of the fees should recommence. Any adjustments to the fees as a result of
14 motion practice by the parties shall be credited or debited accordingly, but in the interim, rental
15 revenue shall be calculated based upon the Receiver's 2021 calculations.

16 **IT IS SO ORDERED.**

17 DATED 12-21-21.

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20 SENIOR JUSTICE
21 Nancy Saitta

22 Submitted by:

23 ROBERTSON, JOHNSON,
24 MILLER & WILLIAMSON

25 /s/ Jarrad C. Miller

26 Jarrad C. Miller, Esq.
27 Jonathan Joel Tew, Esq.
28 Attorneys for Plaintiffs

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Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT S

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; et al.,

Plaintiffs,

Case No. CV12-02222

Dept. No. 10

vs.

MEI-GSR HOLDINGS, LLC, a Nevada limited
liability company, GRAND SIERRA RESORT
UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL DEVELOPMENT, LLC,
a Nevada limited liability company;
AM-GSR HOLDINGS, LLC, a Nevada limited
liability company; and DOES I through X, inclusive,

Defendants.

ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGMENT

Presently before the Court is DEFENDANTS' MOTION TO SET ASIDE JUDGMENT OR
IN THE ALTERNATIVE TO AMEND JUDGMENT ("the Motion") filed by Defendants MEI-
GSR HOLDINGS, LLC, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, GAGE
VILLAGE COMMERCIAL DEVELOPMENT, LLC and AM-GSR HOLDINGS, LLC
(collectively, "the Defendants") on March 13, 2019. Plaintiffs ALBERT THOMAS et al. ("the
Plaintiffs") filed the OPPOSITION TO DEFENDANTS' MOTION TO SET ASIDE JUDGMENT
OR IN THE ALTERNATIVE TO AMEND JUDGMENT ("the Opposition") on April 10, 2019.

1 The Defendants filed DEFENDANTS' REPLY IN SUPPORT OF MOTION TO SET ASIDE
2 JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT ("the Reply") on April 19,
3 2019. The Court held a hearing on July 25, 2019, and took the matter under advisement.

4 Case-concluding sanctions were entered against the Defendants for abuse of discovery and
5 disregard for the judicial process. See ORDER GRANTING PLAINTIFFS' MOTION FOR
6 CASE-TERMINATING SANCTIONS, p. 12 (Oct. 3, 2014) ("the October Order"). See also
7 *Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing
8 discovery sanctions). The Court held a three-day prove up hearing at which the Plaintiffs'
9 damages expert, Craig Greene ("Mr. Greene"), was the sole witness. The Court precluded the
10 Defendants from calling their own witnesses during the prove-up hearing, but permitted them to
11 cross-examine Mr. Greene extensively.¹ See ORDER 5:3-16 (Feb. 5, 2015) ("the February
12 Order"). The Court ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in
13 damages. See FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT (Oct. 9,
14 2015) ("the FFCLJ"). The parties have filed extensive post-judgment motion practice.²

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19 ¹ While the Defendants insist their cross-examination of Mr. Greene was limited, such a contention is belied by the
20 record of the prove-up hearing. The Defendants' cross-examination of Mr. Greene took up the entirety of the second day
21 of the prove-up hearing, in addition to some time on the first day.

22 ² On May 9, 2016, the Court entered the ORDER GRANTING DEFENDANTS' MOTION TO DISMISS FOR LACK
23 OF SUBJECT MATTER JURISDICTION ("the Dismissal Order"). The Plaintiff appealed the Dismissal Order to the
24 Nevada Supreme Court on May 26, 2016. On February 26, 2018, the Nevada Supreme Court reversed the Dismissal
25 Order and remanded the case to the Court. The Nevada Supreme Court denied rehearing on June 1, 2018, and denied en
26 banc reconsideration on November 27, 2018. The case has been remanded to the Court and assumes the procedural
27 posture immediately preceding entry of the Dismissal Order.

1 The Defendants argue the Court should revise or set aside the FFCLJ because they were
2 unfairly precluded from presenting witnesses or evidence in response to Mr. Greene's testimony,
3 which was riddled with fundamental defects.³ The Motion 2:11-23. The Defendants insist the
4 Court has the inherent power to revise the FFCLJ to correct these fundamental defects because
5 there is no final judgment, and a new prove-up hearing is necessary because the Plaintiffs received
6 windfall damages unsupported by substantial evidence. The Motion 4:3-17; 6:1-15; 19:23-28;
7 20:1-2. The Plaintiffs argue the Motion is procedurally defective because it is untimely and is a
8 disguised motion for reconsideration. The Opposition 1:3-17. The Plaintiffs contend the Motion is
9 substantively defective because it makes arguments previously raised and rejected by the Court,
10 and the Defendants failed to make offers of proof regarding the alleged fundamental defects during
11 the prove-up hearing, which would have allowed them to present relevant evidence.⁴ The
12 Opposition 1:7-17, 26-28; 2:1-2-20. The Defendants respond by arguing the Plaintiffs' offer of
13 proof argument is not grounded in any controlling authority, and the declarations submitted with
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19 ³ The Defendants argue Mr. Greene's calculations were flawed in the following manner: 1) Mr. Greene calculated
20 damages for underpaid revenue to unit owners without certain owners' statements and for units which were sold or
21 foreclosed upon; 2) Mr. Greene calculated damages for the rental of units without rental agreements without an
22 understanding of the IHAP rental program; 3) Mr. Greene calculated damages for discounting owners' rooms if a room
23 was rented for less than \$79.00 per night, without considering applicable nuances in the rental program; 4) Mr. Greene
24 inflated the damages for complimentary rooms because he failed to consider the Defendants' right to comp a unit five
25 times a year; 5) Mr. Greene's damage calculations for the preferential rotation system included Plaintiffs to whom the
26 Defendants had no further rental obligations and did not recognize nuances in the rotation system; and 6) Mr. Greene's
27 damage calculations for contracted fees and allocations ignores the Defendants' right to collect such money and
28 penalized them for merely placing the money in the wrong account. The Motion 6:16-23; 7:6-17; 8:1-8, 17-27; 9:3-13;
10:6-25, 11:9-25; 12:7-20. The Defendants also contend the Court erroneously awarded non-monetary relief as a matter
of law, erred in allowing Mr. Greene's testimony, and the FFCLJ does not identify the causes of action supporting the
damages award and the individual damage award for each of the Plaintiffs. The Motion 13:6-10, 26-28; 15:25-26; 16:1-
4, 25-27; 17:1-2.

⁴ The Plaintiffs also insist the declarations of Kent Vaughn and Sean Clarke were improperly provided to the Court. The
Court will not consider these declarations because the Defendants made no offers of proof regarding the necessity of
their testimony during the prove-up hearing.

1 the Motion are intended to be offers of proof.⁵ The Reply 5:24-28; 6:11-18. The Defendants also
2 contend the damages calculated by Mr. Greene were neither fair nor reasonable because of the
3 multitude of fundamental defects. The Reply 9:2-28; 10:1-15.

4
5 NRCP 55(b)(2) permits a district court to hold a prove-up hearing to establish damages
6 where a default judgment has been entered. Where default judgment has been entered as a
7 discovery sanction, “the nonoffending party retains the burden of presenting sufficient evidence to
8 establish a prima facie case for each cause of action as well as demonstrating by substantial
9 evidence that damages are attributable to each claim.” *Foster v. Dingwall*, 126 Nev. 56, 60, 227
10 P.3d 1042, 1045 (2010). *See also Horgan v. Felton*, 123 Nev. 577, 581, 170 P.2d 982, 985 (2007)
11 (internal quotation marks omitted) (“Substantial evidence is evidence that a reasonable mind might
12 accept as adequate to support a conclusion.”). A district court may limit a defaulting party’s
13 presentation of evidence during a prove-up hearing; however, it is an abuse of discretion to
14 preclude a defaulting party from presenting evidence if the defaulting party has identified a
15 “fundamental defect in the nonoffending party’s case.” *Foster*, 126 Nev. at 68, 227 P.3d at 1050
16 (explaining nonoffending party is not entitled to “unlimited or unjustifiable damages”).

17
18
19 NRCP 54(b) provides:

20 **Judgment on Multiple Claims or Involving Multiple Parties.** When an action
21 presents more than one claim for relief--whether as a claim, counterclaim,
22 crossclaim, or third-party claim--or when multiple parties are involved, the court may
23 direct entry of a final judgment as to one or more, but fewer than all, claims or parties
24 only if the court expressly determines that there is no just reason for delay.
25 Otherwise, any order or other decision, however designated, that adjudicates fewer
26 than all the claims or the rights and liabilities of fewer than all the parties does not
27 end the action as to any of the claims or parties and may be revised at any time before
28 the entry of a judgment adjudicating all the claims and all the parties' rights and
liabilities.

⁵ The Reply is more than double the length permitted by the PRETRIAL ORDER, p. 8:10-18 (May 13, 2019). The Defendants are counseled to avoid exceeding the allotted page limits without permission from the Court.

1 WDCR 12(8) provides:

2 The rehearing of motions *must* be done in conformity with DCR 13, Section 7. A party
3 seeking reconsideration of a ruling of the court, other than an order which may be addressed
4 by motion pursuant to NRCP 50(b), 52(b), 59 or 60, must file a motion for such relief
within 10 days after service of written notice of entry of the order or judgment

5 Emphasis added.

6 The Court will not revise the FFCLJ because it is not an interlocutory order subject to
7 revision. The FFCLJ adjudicated all of the Plaintiffs' claims and definitely held the Defendants
8 liable for \$8,318,215.55 in damages. *Contra Bower's v. Harrah's Laughlin, Inc.*, 125 Nev. 470,
9 479, 215 P.3d 709, 716 (2009) (holding district judge was permitted to reconsider summary
10 judgment motion regarding one plaintiff before final judgment regarding all parties was entered).
11 Simply because the FFCLJ did not address punitive damages does not render it interlocutory and
12 capable of revision. The Defendants cite no case law in support of the proposition that the lack of a
13 punitive damage award makes the FFCLJ an interlocutory order which can be amended more than
14 four years after its entry.

17 Even if the FFCLJ could be amended pursuant to NRCP 54(b), the Motion falls within the
18 confines of WDCR 12(8) and D.C.R. 13(7) and is thus untimely. As the language of WDCR 12(8)
19 demonstrates, all requests for reconsideration, except a motion pursuant to NRCP 50(b), 52(b), 59
20 or 60, are encompassed by WDCR 12(8). The Motion is subject to these local rules because it seeks
21 reconsideration of the Court's damages award in the FFCLJ. WDCR 12(8) requires such a motion
22 to be filed within ten days of service of the written notice of entry of the order or judgment. While
23 the Defendants insist the Motion does not seek reconsideration, the label assigned to a pleading does
24 not control. *Cf. Pangallo v. State*, 112 Nev. 1533, 1535-36, 930 P.2d 100, 102 (1996) *overruled on*
25 *other grounds by Griffin v. State*, 122 Nev. 737, 137 P.3d 1165 (2006) (holding improper labelling
26 does not preclude court from considering arguments made therein). Furthermore, the Defendants
27
28

1 cannot and do not argue the Motion was filed within ten days of the notice of entry of the FFCLJ.
2 The Defendants chose to pursue relief other than reconsideration by filing DEFENDANTS'
3 MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION on December 1,
4 2015. Additionally, the fact the Defendants now have new representation does not excuse errors of
5 previous counsel.⁶ For all of these reasons, the FFCLJ is not an interlocutory order subject to
6 revision under NRCP 54(b).
7

8 NRCP 59 governs motions to alter or amend a judgment. NRCP 59(e) provides:

9 **Motion to Alter or Amend a Judgment.** A motion to alter or amend a judgment
10 *must* be filed no later than 28 days after service of written notice of entry of
11 judgment.

12 Emphasis added. NRS 0.025(1)(c) provides:

13 “Must” expresses a requirement when:

14 (1) The subject is a thing, whether the verb is active or passive.

15 (2) The subject is a natural person and:

16 (I) The verb is in the passive voice; or

17 (II) Only a condition precedent and not a duty is imposed.
18

19 NRCP 59(f) explicitly states, “[t]he 28-day time periods specified in this rule cannot be extended
20 under Rule 6(b).” A motion to alter or amend must be in writing and state the grounds for relief
21 with particularity and identify the relief sought. *United Pac. Ins. Co. v. St. Denis*, 81 Nev. 103,
22 106, 399 P.2d 135, 137 (1956). *See also* NRCP 7(b). One ground for relief under a motion to
23 amend or alter the judgment is the correction of “manifest errors of law or fact.” *AA Primo*
24 *Builders, LLC v. Washington*, 126 Nev. 578, 582, 245 P.3d 1190, 1193 (2010) (explaining motions
25
26

27 ⁶ Five attorneys have represented the Defendants before the Court. The Defendants were originally represented by Sean
28 Brohawn and subsequently by H. Stan Johnson, concurrently with Gayle Kern and Mark Wray. The Defendants are
currently represented by David McElhinney. On appeal, the Defendants were represented by Daniel Polsenberg, Joel
Henriod and Dale Kotchka-Alanes.

1 to alter or amend are not permitted to correct clerical errors). A district court has considerable
2 discretion in determining whether a motion to amend or alter should be granted. *Stevo Design, Inc.*
3 *v. SBR Mktg. Ltd.*, 919 F. Supp. 2d 1112, 1117 (D. Nev. 2013). *See also AA Primo*, 126 Nev. at
4 582, 245 P.3d at 1193 (explaining FRCP 59 may be consulted in interpreting NRCP 59).

5
6 The Court will not alter or amend the FFLCJ because the Motion is procedurally defective
7 and substantively without merit. First, the Motion is procedurally defective because it was
8 untimely. The Motion was not filed until March 13, 2019, almost four years after the entry of the
9 FFCLJ. Had the Defendants wished to request reconsideration of the FFCLJ, they certainly could
10 have done so within the requisite twenty-eight day period. In fact, such a motion was filed by the
11 Plaintiffs within the requisite time period and was adjudicated by the Court following the remand of
12 this matter. *See ORDER GRANTING IN PART AND DENYING IN PART MOTION TO*
13 *ALTER OR AMEND JUDGMENT* (Mar. 7, 2019).

14
15 Even though the Court could refuse to alter or amend the FFCLJ on procedural grounds
16 alone, the Motion is also substantively without merit.⁷ First, the Defendants contend they were
17 unfairly precluded from calling their own witnesses and presenting evidence during the prove-up
18 hearing. However, it is well-established that a district court may limit a defaulting party's
19 participation in a prove-up hearing. *See Hamlett v. Reynolds*, 114 Nev. 863, 866-67, 963 P.2d 457,
20 459 (1998) (explaining party participation in prove-up hearing is decision reserved for district
21 court). The Nevada Supreme Court has explicitly affirmed limiting a defaulting party's
22 participation to cross-examination where default has been entered as a discovery sanction. *See id.*
23 at 867, 963 P.2d at 459 ("Allowing Hamlett [defaulted party] to introduce evidence, which he
24
25
26

27
28 ⁷ The Court will not consider the remaining arguments as the two arguments selected are dispositive of the Motion. *See generally Chaffee v. Smith*, 98 Nev. 222, 224, 645 P.2d 966, 967 (1982)

1 consistently refused to produce during discovery, would have been inequitable.”). The Defendants’
2 discovery violations were extensive: failure to respond to the first request for production of
3 documents, despite various extensions; failure to respond to the second request for production of
4 documents and interrogatories, despite various extensions; failure to make timely pretrial
5 disclosures; failure to obey rulings of the Discovery Commissioner and the Court’s corresponding
6 confirming orders; and a general tendency to turn over incomplete information in a belated fashion
7 with no legitimate explanation for the delay. *See* ORDER, p. 4-6 (Oct. 17, 2013) (striking
8 Defendants’ counterclaims). *See also* the October Order, p. 4-5 (striking Defendants’ Answer and
9 explaining Defendants’ conduct has “severely prejudiced” Plaintiffs’ case).

12 The Defendants’ repeated discovery violations demonstrate the extreme inequity of
13 allowing the Defendants to call their own witnesses during the prove-up hearing. *Cf. Foster*, 126
14 Nev. at 66, 227 P.3d at 1049 (“In light of appellants’ repeated and continued abuses, the policy of
15 adjudicating cases on the merits would not have been furthered in this case, and the ultimate
16 sanctions were necessary to demonstrate to future litigants that they are not free to act with
17 wayward disregard of a court’s orders.”). The Court would also note the Plaintiffs requested the
18 Defendants be almost entirely precluded from participating in the prove-up hearing, and the request
19 was denied by the Court. *See* PLAINTIFFS’ BRIEF PROPOSING PROCEDURES FOR
20 DAMAGES PROVE-UP HEARING 1:11-24; 3:11-16, 25-28; 4:1-2 (Dec. 15, 2014). *See also* the
21 February Order 5:3-8, 15-16. For these reasons, the Defendants were not unfairly precluded from
22 calling their own witnesses and presenting evidence during the prove-up hearing.

25 The Defendants also contend Mr. Greene incorrectly calculated damages for units without
26 rental agreements without an adequate understanding of the IHAP program. Mr. Greene generally
27 testified that the Defendants used units in the IHAP program without compensating the owners and
28

1 attempted to drive IHAP out of business. Contrary to the Defendants' argument, Mr. Greene's
2 direct and cross examination testimony demonstrates that he had a thorough understanding of the
3 IHAP program.⁸ While the Defendants cross-examined Mr. Greene on this point, at no point did
4 they make an offer of proof regarding a fundamental defect in his calculation. *See* Tr. of Prove-Up
5 Hr'g Day 2, p. 324-347. Additionally, the Defendants never requested the opportunity to call a
6 witness to testify about the IHAP program. *Id.* Furthermore, the Defendants attempted to convince
7 the Court of these fundamental defects during closing argument. *See* Tr. of Prove-Up Hr'g Day 3,
8 p. 541-546. The unpersuasive nature of the argument does not create a fundamental defect where
9 none existed. For these reasons, the Court will not alter or amend the FFCLJ.

12 The Court would conclude by noting the Plaintiffs did not receive "windfall damages"
13 unsupported by substantial evidence. This argument is premised on a misunderstanding of the
14 standard of the substantial evidence standard in the case of default. *See generally Foster*, 126 Nev.
15 at 60, 227 P.3d at 1045. Contrary to the Defendants' assertions, the Plaintiffs were not required to
16 prove their damages with mathematical certainty. Expecting mathematical certainty for damages in
17 the millions and where evidence was routinely withheld by the Defendants is highly impractical
18 and contradicts prevailing case law. *See generally Clark Cty. Sch. Dist. v. Richardson Const., Inc.*,
19 123 Nev. 382, 397, 168 P.3d 87, 97 (2007) ("[D]amages need not be proven with mathematical
20 certainty."). Rather, the Plaintiffs were required to and did in fact provide adequate evidence of the
21 nature and the extent of their damages. The level of particularity provided by Mr. Greene
22 reasonably supported the amount of damages awarded to the Plaintiffs.

28 ⁸ Mr. Greene's direct examination regarding IHAP can be found at pages 136-166 of the transcript for the first day of the
prove-up hearing.

1 **IT IS ORDERED** DEFENDANTS' MOTION TO SET ASIDE JUDGMENT OR IN THE
2 ALTERNATIVE TO AMEND JUDGMENT is hereby **DENIED**.

3 **DATED** this 2 day of October, 2019.
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7 ELLIOTT A. SATTLER
District Judge
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1 **CERTIFICATE OF MAILING**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court
3 of the State of Nevada, County of Washoe; that on this ____ day of October, 2019, I deposited in the
4 County mailing system for postage and mailing with the United States Postal Service in Reno,
5 Nevada, a true copy of the attached document addressed to:
6

7 **CERTIFICATE OF ELECTRONIC SERVICE**

8 I hereby certify that I am an employee of the Second Judicial District Court of the State of
9 Nevada, in and for the County of Washoe; that on the 2nd day of October, 2019, I electronically
10 filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of
11 electronic filing to the following:
12

13 JARRAD C. MILLER, ESQ.

14 JONATHAN JOEL TEW, ESQ.

15 DAVID C. MCELHINNEY, ESQ.
16

17 
18 Sheila Mansfield
19 Judicial Assistant
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Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT T

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al,

Defendants.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

This action was commenced on August 27, 2012, with the filing of a COMPLAINT ("the Complaint"). The Complaint alleged twelve causes of action: 1) Petition for Appointment of a Receiver as to Defendant Grand Sierra Resort Unit-Owners' Association; 2) Intentional and/or Negligent Misrepresentation as to Defendant MEI-GSR; 3) Breach of Contract as to Defendant MEI-GSR; 4) Quasi-Contract/Equitable Contract/Detrimental Reliance as to Defendant MEI-GSR; 5) Breach of the Implied Covenant of Good Faith and Fair Dealing as to Defendant MEI-GSR; 6) Consumer Fraud/Nevada Deceptive Trade Practices Act Violations as to Defendant MEI-GSR; 7) Declaratory Relief as to Defendant MEI-GSR; 8) Conversion as to Defendant MEI-GSR; 9) Demand for an Accounting as to Defendant MEI-GSR and Defendant Grand Sierra Unit Owners Association; 10) Specific Performance Pursuant to NRS 116.122, Unconscionable Agreement; 11) Unjust Enrichment/Quantum Meruit against Defendant Gage Village Development; 12) Tortious Interference with Contract and/or Prospective Business Advantage against Defendants MEI-GSR

1 and Gage Development. The Plaintiffs (as more fully described *infra*) were individuals or other
2 entities who had purchased condominiums in the Grand Sierra Resort ("GSR"). A FIRST
3 AMENDED COMPLAINT ("the First Amended Complaint") was filed on September 10, 2012.
4 The First Amended Complaint had the same causes of action as the Complaint.

5 The Defendants (as more fully described *infra*) filed an ANSWER AND COUNTERCLAIM
6 ("the Answer") on November 21, 2012. The Answer denied the twelve causes of action; asserted
7 eleven affirmative defenses; and alleged three Counterclaims. The Counterclaims were for: 1)
8 Breach of Contract; 2) Declaratory Relief; 3) Injunctive Relief.

9 The Plaintiffs filed a SECOND AMENDED COMPLAINT ("the Second Amended
10 Complaint") on March 26, 2013. The Second Amended Complaint had the same causes of action as
11 the Complaint and the First Amended Complaint. The Defendants filed an ANSWER TO SECOND
12 AMENDED COMPLAINT AND COUNTER CLAIM ("the Second Answer") on May 23, 2013.
13 The Second Answer generally denied the allegations in the Second Amended Complaint and
14 contained ten affirmative defenses. The Counterclaims mirrored the Counterclaims in the Answer.

15 The matter has been the subject of extensive motion practice. There were numerous
16 allegations of discovery abuses by the Defendants. The record speaks for itself regarding the
17 protracted nature of these proceedings and the systematic attempts at obfuscation and intentional
18 deception on the part of the Defendants. Further, the Court has repeatedly had to address the
19 lackadaisical and inappropriate approach the Defendants have exhibited toward the Nevada Rules of
20 Civil Procedure, the District Court Rules, the Washoe District Court Rules, and the Court's orders.
21 The Defendants have consistently, and repeatedly, chosen to follow their own course rather than
22 respect the need for orderly process in this case. NRCP 1 states that the rules of civil procedure
23 should be "construed and administered to secure the just, speedy, and inexpensive determination of
24 every action." The Defendants have turned this directive on its head and done everything possible to
25 make the proceedings unjust, dilatory, and costly.

26 The Court twice has addressed a request to impose case concluding sanctions against the
27 Defendants because of their repeated discovery abuses. The Court denied a request for case
28 concluding sanctions in its ORDER REGARDING ORIGINAL MOTION FOR CASE

1 CONCLUDING SANCTIONS filed December 18, 2013 ("the December Order"). The Court found
2 that case concluding sanctions were not appropriate; however, the Court felt that some sanctions
3 were warranted based on the Defendants' repeated discovery violations. The Court struck all of the
4 Defendants' Counterclaims in the December Order and required the Defendants to pay for the costs
5 of the Plaintiffs' representation in litigating that issue.

6 The parties continued to fight over discovery issues after the December Order. The Court
7 was again required to address the issue of case concluding sanctions in January of 2014. It became
8 clear that the Defendants were disingenuous with the Court and Plaintiffs' counsel when the first
9 decision regarding case concluding sanctions was argued and resolved. Further, the Defendants
10 continued to violate the rules of discovery and other court rules even after they had their
11 Counterclaims struck in the December Order. The Court conducted a two day hearing regarding the
12 renewed motion for case concluding sanctions. An ORDER GRANTING PLAINTIFFS' MOTION
13 FOR CASE-TERMINATING SANCTIONS was entered on October 3, 2014 ("the October Order").
14 The Defendants' Answer was stricken in the October Order. A DEFAULT was entered against the
15 Defendants on November 26, 2014.

16 The Court conducted a "prove-up hearing" regarding the issue of damages from March 23
17 through March 25, 2015. The Court entered an ORDER on February 5, 2015 ("the February Order")
18 establishing the framework of the prove-up hearing pursuant to *Foster v. Dingwall*, 126 Nev. Adv.
19 Op. 6, 227 P.3d 1042 (2010). The February Order limited, but did not totally eliminate, the
20 Defendants' ability to participate in the prove-up hearing. The Court heard expert testimony from
21 Craig L. Greene, CPA/CFF, CFE, CCEP, MAFF ("Greene") at the prove-up hearing. Greene
22 calculated the damages owed the Plaintiffs using information collected and provided by the
23 Defendants. The Court finds Greene to be very credible and his methodology to be sound. Further,
24 the Court notes that Greene attempted to be "conservative" in his calculations. Greene used
25 variables and factors that would eliminate highly suspect and/or unreliable data. The Court has also
26 received and reviewed supplemental information provided as a result of an inquiry made by the
27 Court during the prove-up hearing.

28

1 The GSR is a high rise hotel/casino in Reno, Nevada. The GSR has approximately 2000
2 rooms. The Plaintiffs purchased individual rooms in the GSR as condominiums. It appears to the
3 Court that the primary purpose of purchasing a condominium in the GSR would be as an investment
4 and revenue generating proposition. The condominiums were the subject of statutory limitations on
5 the number of days the owners could occupy them during the course of a calendar year. The owners
6 would not be allowed to "live" in the condominium. When the owners were not in the rooms they
7 could either be rented out or they had to remain empty.

8 As noted, *supra*, the Court stripped all of the Defendants general and affirmative defenses in
9 the October Order. The Defendants stand before the Court having involuntarily conceded all of the
10 allegations contained in the Second Amended Complaint. The Court makes the following findings
11 of fact:

12 **I. FINDINGS OF FACT**

13 1. Plaintiff Albert Thomas is a competent adult and is a resident of the State of
14 California.

15 2. Plaintiff Jane Dunlap is a competent adult and is a resident of the State of California.

16 3. Plaintiff John Dunlap is a competent adult and is a resident of the State of California.

17 4. Plaintiff Barry Hay is a competent adult and is a resident of the State of California.

18 5. Plaintiff Marie-Annie Alexander, as Trustee of the Marie-Annie Alexander Living
19 Trust, is a competent adult and is a resident of the State of California.

20 6. Plaintiff Melissa Vagujhelyi, as Co-Trustee of the George Vagujhelyi and Melissa
21 Vagujhelyi 2001 Family Trust Agreement U/T/A April 13, 2001, is a competent adult and is a
22 resident of the State of Nevada.

23 7. Plaintiff George Vagujhelyi, as Co-Trustee of the George Vagujhelyi and Melissa
24 Vagujhelyi 2001 Family Trust Agreement U/T/A April 13, 2001, is a competent adult and is a
25 resident of the State of Nevada.

26 8. Plaintiff D'Arcy Nunn is a competent adult and is a resident of the State of California.

27 9. Plaintiff Henry Nunn is a competent adult and is a resident of the State of California.
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- 1 10. Plaintiff Lee Van Der Bokke is a competent adult and is a resident of the State of
2 California.
- 3 11. Plaintiff Madelyn Van Der Bokke is a competent adult and is a resident of the State of
4 California.
- 5 12. Plaintiff Donald Schreifels is a competent adult and is a resident of the State of
6 Minnesota.
- 7 13. Plaintiff Robert R. Pederson, individually and as Trustee of the Pederson 1990 Trust,
8 is a competent adult and is a resident of the State of California.
- 9 14. Plaintiff Lou Ann Pederson, individually and as Trustee of the Pederson 1990 Trust,
10 is a competent adult and is a resident of the State of California.
- 11 15. Plaintiff Lori Ordoover is a competent adult and is a resident of the State of
12 Connecticut.
- 13 16. Plaintiff William A. Henderson is a competent adult and is a resident of the State of
14 California.
- 15 17. Plaintiff Christine E. Henderson is a competent adult and is a resident of the State of
16 California.
- 17 18. Plaintiff Loren D. Parker is a competent adult and is a resident of the State of
18 Washington.
- 19 19. Plaintiff Suzanne C. Parker is a competent adult and is a resident of the State of
20 Washington.
- 21 20. Plaintiff Michael Izady is a competent adult and is a resident of the State of New
22 York.
- 23 21. Plaintiff Steven Takaki is a competent adult and is a resident of the State of
24 California.
- 25 22. Plaintiff Farad Torabkhan is a competent adult and is a resident of the State of New
26 York.
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- 1 23. Plaintiff Sahar Tavakol is a competent adult and is a resident of the State of New
2 York.
- 3 24. Plaintiff M&Y Holdings is a Nevada Limited Liability Company with its principal
4 place of business in Nevada.
- 5 25. Plaintiff JL&YL Holdings, LLC is a Nevada Limited Liability Company with its
6 principal place of business in Nevada.
- 7 26. Plaintiff Sandi Raines is a competent adult and is a resident of the State of Minnesota.
- 8 27. Plaintiff R. Raghuram is a competent adult and is a resident of the State of California.
- 9 28. Plaintiff Usha Raghuram is a competent adult and is a resident of the State of
10 California.
- 11 29. Plaintiff Lori K. Tokutomi is a competent adult and is a resident of the State of
12 California.
- 13 30. Plaintiff Garrett Tom is a competent adult and is a resident of the State of California.
- 14 31. Plaintiff Anita Tom is a competent adult and is a resident of the State of California.
- 15 32. Plaintiff Ramon Fadrihan is a competent adult and is a resident of the State of
16 California.
- 17 33. Plaintiff Faye Fadrihan is a competent adult and is a resident of the State of California.
- 18 34. Plaintiff Peter K. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
19 competent adult and is a resident of the State of California.
- 20 35. Plaintiff Monica L. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
21 competent adult and is a resident of the State of California.
- 22 36. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 23 37. Plaintiff Elias Shamieh is a competent adult and is a resident of the State of
24 California.
- 25 38. Plaintiff Nadine's Real Estate Investments, LLC, is a North Dakota Limited Liability
26 Company.
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- 1 39. Plaintiff Jeffery James Quinn is a competent adult and is a resident of the State of
2 Hawaii.
- 3 40. Plaintiff Barbara Rose Quinn is a competent adult and is a resident of the State of
4 Hawaii.
- 5 41. Plaintiff Kenneth Riche is a competent adult and is a resident of the State of
6 Wisconsin.
- 7 42. Plaintiff Maxine Riche is a competent adult and is a resident of the State of
8 Wisconsin.
- 9 43. Plaintiff Norman Chandler is a competent adult and is a resident of the State of
10 Alabama.
- 11 44. Plaintiff Benton Wan is a competent adult and is a resident of the State of California.
- 12 45. Plaintiff Timothy Kaplan is a competent adult and is a resident of the State of
13 California.
- 14 46. Plaintiff Silkscape Inc. is a California Corporation.
- 15 47. Plaintiff Peter Cheng is a competent adult and is a resident of the State of California.
- 16 48. Plaintiff Elisa Cheng is a competent adult and is a resident of the State of California.
- 17 49. Plaintiff Greg A. Cameron is a competent adult and is a resident of the State of
18 California.
- 19 50. Plaintiff TMI Property Group, LLC is a California Limited Liability Company.
- 20 51. Plaintiff Richard Lutz is a competent adult and is a resident of the State of California.
- 21 52. Plaintiff Sandra Lutz is a competent adult and is a resident of the State of California.
- 22 53. Plaintiff Mary A. Kossick is a competent adult and is a resident of the State of
23 California.
- 24 54. Plaintiff Melvin H. Cheah is a competent adult and is a resident of the State of
25 California.
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- 1 55. Plaintiff Di Shen is a competent adult and is a resident of the State of Texas.
- 2 56. Plaintiff Ajit Gupta is a competent adult and is a resident of the State of California.
- 3 57. Plaintiff Seema Gupta is a competent adult and is a resident of the State of California.
- 4 58. Plaintiff Fredrick Fish is a competent adult and is a resident of the State of Minnesota.
- 5 59. Plaintiff Lisa Fish is a competent adult and is a resident of the State of Minnesota.
- 6 60. Plaintiff Robert A. Williams is a competent adult and is a resident of the State of
- 7 Minnesota.
- 8 61. Plaintiff Jacquelin Pham is a competent adult and is a resident of the State of
- 9 California.
- 10 62. Plaintiff May Ann Hom, as Trustee of the May Ann Hom Trust, is a competent adult
- 11 and is a resident of the State of California.
- 12 63. Plaintiff Michael Hurley is a competent adult and is a resident of the State of
- 13 Minnesota.
- 14 64. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 15 65. Plaintiff Duane Windhorst is a competent adult and is a resident of the State of
- 16 Minnesota.
- 17 66. Plaintiff Marilyn Windhorst is a competent adult and is a resident of the State of
- 18 Minnesota.
- 19 67. Plaintiff Vinod Bhan is a competent adult and is a resident of the State of California.
- 20 68. Plaintiff Anne Bhan is a competent adult and is a resident of the State of California.
- 21 69. Plaintiff Guy P. Browne is a competent adult and is a resident of the State of
- 22 California.
- 23 70. Plaintiff Garth Williams is a competent adult and is a resident of the State of
- 24 California.
- 25 71. Plaintiff Pamela Y. Aratani is a competent adult and is a resident of the State of
- 26 California.
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- 1 72. Plaintiff Darleen Lindgren is a competent adult and is a resident of the State of
2 Minnesota.
- 3 73. Plaintiff Laverne Roberts is a competent adult and is a resident of the State of
4 Nevada.
- 5 74. Plaintiff Doug Mecham is a competent adult and is a resident of the State of Nevada.
- 6 75. Plaintiff Chrisine Mecham is a competent adult and is a resident of the State of
7 Nevada.
- 8 76. Plaintiff Kwangsoo Son is a competent adult and is a resident of Vancouver, British
9 Columbia.
- 10 77. Plaintiff Soo Yeun Moon is a competent adult and is a resident of Vancouver, British
11 Columbia.
- 12 78. Plaintiff Johnson Akindodunse is a competent adult and is a resident of the State of
13 California.
- 14 79. Plaintiff Irene Weiss, as Trustee of the Weiss Family Trust, is a competent adult and
15 is a resident of the State of Texas.
- 16 80. Plaintiff Pravesh Chopra is a competent adult and is a resident of the State of
17 California.
- 18 81. Plaintiff Terry Pope is a competent adult and is a resident of the State of Nevada.
- 19 82. Plaintiff Nancy Pope is a competent adult and is a resident of the State of Nevada.
- 20 83. Plaintiff James Taylor is a competent adult and is a resident of the State of California.
- 21 84. Plaintiff Ryan Taylor is a competent adult and is a resident of the State of California.
- 22 85. Plaintiff Ki Ham is a competent adult and is a resident of Surry B.C.
- 23 86. Plaintiff Young Ja Choi is a competent adult and is a resident of Coquitlam, B.C.
- 24 87. Plaintiff Sang Dae Sohn is a competent adult and is a resident of Vancouver, B.C.
- 25 88. Plaintiff Kuk Hyung ("Connie") is a competent adult and is a resident of Coquitlam,
26 B.C.
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- 1 89. Plaintiff Sang ("Mike") Yoo is a competent adult and is a resident of Coquitlam, B.C.
- 2 90. Plaintiff Brett Menmuir, as Trustee of the Cayenne Trust, is a competent adult and is
- 3 a resident of the State of Nevada.
- 4 91. Plaintiff William Miner, Jr., is a competent adult and is a resident of the State of
- 5 California.
- 6 92. Plaintiff Chanh Truong is a competent adult and is a resident of the State of
- 7 California.
- 8 93. Plaintiff Elizabeth Anders Mecua is a competent adult and is a resident of the State of
- 9 California.
- 10 94. Plaintiff Shepherd Mountain, LLC is a Texas Limited Liability Company with its
- 11 principal place of business in Texas.
- 12 95. Plaintiff Robert Brunner is a competent adult and is a resident of the State of
- 13 Minnesota.
- 14 96. Plaintiff Amy Brunner is a competent adult and is a resident of the State of
- 15 Minnesota.
- 16 97. Plaintiff Jeff Riopelle is a competent adult and is a resident of the State of California.
- 17 98. Plaintiff Patricia M. Moll is a competent adult and is a resident of the State of Illinois.
- 18 99. Plaintiff Daniel Moll is a competent adult and is a resident of the State of Illinois.
- 19 100. The people and entities listed above represent their own individual interests. They are
- 20 not suing on behalf of any entity including the Grand Sierra Unit Home Owner's Association. The
- 21 people and entities listed above are jointly referred to herein as "the Plaintiffs".
- 22 101. Defendant MEI-GSR Holdings, LLC ("MEI-GSR") is a Nevada Limited Liability
- 23 Company with its principal place of business in Nevada.
- 24 102. Defendant Gage Village Commercial Development, LLC ("Gage Village") is a
- 25 Nevada Limited Liability Company with its principal place of business in Nevada.
- 26
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1 103. Gage Village is related to, controlled by, affiliated with, and/or a subsidiary of MEI-
2 GSR.

3 104. Defendant Grand Sierra Resort Unit Owners' Association ("the Unit Owners'
4 Association") is a Nevada nonprofit corporation with its principal place of business in Nevada.

5 105. MEI-GSR transferred interest in one hundred forty-five (145) condominium units to
6 AM-GSR Holdings, LLC ("AM-GSR") on December 22, 2014.

7 106. Defendants acknowledged to the Court on January 13, 2015, that AM-GSR would be
8 added to these proceedings and subject to the same procedural posture as MEI-GSR. Further, the
9 parties stipulated that AM-GSR would be added as a defendant in this action just as if AM-GSR was
10 a named defendant in the Second Amended Complaint. Said stipulation occurring and being ordered
11 on January 21, 2015.

12 107. MEI-GSR, Gage Village and the Unit Owner's Association are jointly referred to
13 herein as "the Defendants".

14 108. The Grand Sierra Resort Condominium Units ("GSR Condo Units") are part of the
15 Grand Sierra Unit Owners Association, which is an apartment style hotel condominium development
16 of 670 units in one 27-story building. The GSR Condo Units occupy floors 17 through 24 of the
17 Grand Sierra Resort and Casino, a large-scale hotel casino, located at 2500 East Second Street,
18 Reno, Nevada.

19 109. All of the Individual Unit Owners: hold an interest in, own, or have owned, one or
20 more GSR Condo Units.

21 110. Gage Village and MEI-GSR own multiple GSR Condo Units.

22 111. MEI-GSR owns the Grand Sierra Resort and Casino.

23 112. Under the Declaration of Covenants, Conditions, Restrictions and Reservations of
24 Easements for Hotel-Condominiums at Grand Sierra Resort ("CC&Rs"), there is one voting member
25 for each unit of ownership (thus, an owner with multiple units has multiple votes).
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1 113. Because MEI-GSR and Gage Village control more units of ownership than any other
2 person or entity, they effectively control the Unit Owners' Association by having the ability to elect
3 MEI-GSR's chosen representatives to the Board of Directors (the governing body over the GSR
4 Condo Units).

5 114. As a result of MEI-GSR and Gage Village controlling the Unit Owners' Association,
6 the Individual Unit Owners effectively have no input or control over the management of the Unit
7 Owners' Association.

8 115. MEI-GSR and Gage Village have used, and continue to use, their control over the
9 Unit Owners' Association to advance MEI-GSR and Gage Villages' economic objectives to the
10 detriment of the Individual Unit Owners.

11 116. MEI-GSR and Gage Villages' control of the Unit Owners' Association violates
12 Nevada law as it defeats the purpose of forming and maintaining a homeowners' association.

13 117. Further, the Nevada Division of Real Estate requires a developer to sell off the units
14 within 7 years, exit and turn over the control and management to the owners.

15 118. Under the CC&Rs, the Individual Unit Owners are required to enter into a "Unit
16 Maintenance Agreement" and participate in the "Hotel Unit Maintenance Program," wherein MEI-
17 GSR provides certain services (including, without limitation, reception desk staffing, in-room
18 services, guest processing services, housekeeping services, Hotel Unit inspection, repair and
19 maintenance services, and other services).

20 119. The Unit Owners' Association maintains capital reserve accounts that are funded by
21 the owners of GSR Condo Units. The Unit Owners' Association collects association dues of
22 approximately \$25 per month per unit, with some variation depending on a particular unit's square
23 footage.

24 120. The Individual Unit Owners pay for contracted "Hotel Fees," which include taxes,
25 deep cleaning, capital reserve for the room, capital reserve for the building, routine maintenance,
26 utilities, etc.
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28

1 121. MEI-GSR has systematically allocated and disproportionately charged capital reserve
2 contributions to the Individual Unit Owners, so as to force the Individual Unit Owners to pay capital
3 reserve contributions in excess of what should have been charged.

4 122. MEI-GSR and Gage Development have failed to pay proportionate capital reserve
5 contribution payments in connection with their Condo Units.

6 123. MEI-GSR has failed to properly account for, or provide an accurate accounting for
7 the collection and allocation of the collected capital reserve contributions.

8 124. The Individual Unit Owners also pay "Daily Use Fees" (a charge for each night a unit
9 is occupied by any guest for housekeeping services, etc.).

10 125. MEI-GSR and Gage Village have failed to pay proportionate Daily Use Fees for the
11 use of Defendants' GSR Condo Units.

12 126. MEI-GSR has failed to properly account for the contracted "Hotel Fees" and "Daily
13 Use Fees."

14 127. Further, the Hotel Fees and Daily Use Fees are not included in the Unit Owners'
15 Association's annual budget with other assessments that provide the Individual Unit Owners' the
16 ability to reject assessment increases and proposed budget ratification.

17 128. MEI-GSR has systematically endeavored to increase the various fees that are charged
18 in connection with the use of the GSR Condo Units in order to devalue the units owned by
19 Individual Unit Owners.

20 129. The Individual Unit Owners' are required to abide by the unilateral demands of MEI-
21 GSR, through its control of the Unit Owners' Association, or risk being considered in default under
22 Section 12 of the Agreement, which provides lien and foreclosure rights pursuant to Section 6.10(f)
23 of the CC&R's.

24 130. Defendants MEI-GSR and/or Gage Village have attempted to purchase, and
25 purchased, units devalued by their own actions, at nominal, distressed prices when Individual Unit
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1 Owners decide to, or are effectively forced to, sell their units because the units fail to generate
2 sufficient revenue to cover expenses.

3 131. MEI-GSR and/or Gage Village have, in late 2011 and 2012, purchased such devalued
4 units for \$30,000 less than the amount they purchased units for in March of 2011.

5 132. The Individual Unit Owners effectively pay association dues to fund the Unit
6 Owners' Association, which acts contrary to the best interests of the Individual Unit Owners.

7 133. MEI-GSR's interest in maximizing its profits is in conflict with the interest of the
8 Individual Unit Owners. Accordingly, Defendant MEI-GSR's control of the Unit Owners'
9 Association is a conflict of interest.

10 134. As part of MEI-GSR's Grand Sierra Resort and Casino business operations, it rents:
11 (1) hotel rooms owned by MEI-GSR that are not condominium units; (2) GSR Condo Units owned
12 by MEI-GSR and/or Gage Village; and (3) GSR Condo Units owned by the Individual Condo Unit
13 Owners.
14

15 135. MEI-GSR has entered into a Grand Sierra Resort Unit Rental Agreement with
16 Individual Unit Owners.

17 136. MEI-GSR has manipulated the rental of the: (1) hotel rooms owned by MEI-GSR; (2)
18 GSR Condo Units owned by MEI-GSR and/or Gage Village; and (3) GSR Condo Units owned by
19 Individual Condo Unit Owners so as to maximize MEI-GSR's profits and devalue the GSR Condo
20 Units owned by the Individual Unit Owners.

21 137. MEI-GSR has rented the Individual Condo Units for as little as \$0.00 to \$25.00 a
22 night.

23 138. Yet, MEI-GSR has charged "Daily Use Fees" of approximately \$22.38, resulting in
24 revenue to the Individual Unit Owners as low as \$2.62 per night for the use of their GSR Condo Unit
25 (when the unit was rented for a fee as opposed to being given away).

26 139. By functionally, and in some instances actually, giving away the use of units owned
27 by the Individual Unit Owners, MEI-GSR has received a benefit because those who rent the
28

1 Individual Units frequently gamble and purchase food, beverages, merchandise, spa services and
2 entertainment access from MEI-GSR.

3 140. MEI-GSR has rented Individual Condo Units to third parties without providing
4 Individual Unit Owners with any notice or compensation for the use of their unit.

5 141. Further, MEI-GSR has systematically endeavored to place a priority on the rental of
6 MEI-GSR's hotel rooms, MEI-GSR's GSR Condo Units, and Gage Village's Condo Units.

7 142. Such prioritization effectively devalues the units owned by the Individual Unit
8 Owners.

9 143. MEI-GSR and Gage Village intend to purchase the devalued units at nominal,
10 distressed prices when Individual Unit Owners decide to, or are effectively forced to, sell their units
11 because the units fail to generate sufficient revenue to cover expenses and have no prospect of
12 selling their persistently loss-making units to any other buyer.

13 144. Some of the Individual Unit Owners have retained the services of a third party to
14 market and rent their GSR Condo Unit(s).

15 145. MEI-GSR has systematically thwarted the efforts of any third party to market and
16 rent the GSR Units owned by the Individual Unit Owners.

17 146. MEI-GSR has breached the Grand Sierra Resort Unit Rental Agreement with
18 Individual Condo Unit Owners by failing to follow its terms, including but not limited to, the failure
19 to implement an equitable Rotational System as referenced in the agreement.

20 147. MEI-GSR has failed to act in good faith in exercising its duties under the Grand
21 Sierra Resort Unit Rental Agreements with the Individual Unit Owners.

22 The Court is intimately familiar with all of the allegations in the twelve causes of action
23 contained in the Second Amended Complaint. The Court's familiarity is a result of reviewing all of
24 the pleadings and exhibits in this matter to include the various discovery disputes, the testimony at
25 the numerous hearings conducted to date, and the other documents and exhibits on file. The Court
26 finds that the facts articulated above support the twelve causes of action contained in the Second
27 Amended Complaint.
28

II. CONCLUSIONS OF LAW

- 1
2 A. The Court has jurisdiction over MEI-GSR, Gage Village, the Unit Owner's Association
3 and the Plaintiffs.
- 4 B. The appointment of a receiver is appropriate when: (1) the plaintiff has an interest in
5 the property; (2) there is potential harm to that interest in property; and (3) no other
6 adequate remedies exist to protect the interest. *See generally Bowler v. Leonard*, 70
7 Nev. 370, 269 P.2d 833 (1954). *See also* NRS 32.010. The Court appointed a receiver
8 to oversee the Unit Owner's Association on January 7, 2015. The Court concludes that
9 MEI-GSR and/or Gage Village have operated the Unit Owner's Association in a way
10 inconsistent with the best interests of all of the unit owners. The continued
11 management of the Unit Owner's Association by the receiver is appropriate under the
12 circumstances of this case and will remain in effect absent additional direction from the
13 Court.
- 14 C. Negligent misrepresentation is when "[o]ne who, in the course of his business,
15 profession or employment, or in any other action in which he has a pecuniary interest,
16 supplies false information for the guidance of others in their business transactions, is
17 subject to liability for pecuniary loss caused to them by their justifiable reliance upon
18 the information, if he fails to exercise reasonable care or competence in obtaining or
19 communicating the information." *Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 956 P.2d
20 1382, 1387 (1998) (quoting *Restatement (Second) of Torts* § 552(1) (1976)). Intentional
21 misrepresentation is when "a false representation made with knowledge or belief that it
22 is false or without a sufficient basis of information, intent to induce reliance, and
23 damage resulting from the reliance. *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115,
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1 117 (1975).” *Collins v. Burns*, 103 Nev. 394, 397, 741 P.2d 819, 821 (1987). MEI-
2 GSR is liable for intentionally and/or negligent misrepresentation as alleged in the
3 Second Cause of Action.

4
5 D. An enforceable contract requires, “an offer and acceptance, meeting of the minds, and
6 consideration.” *Certified Fire Protection, Inc. v. Precision Construction, Inc.* 128 Nev.
7 Adv. Op. 35, 283 P.3d 250, 255 (2012)(citing *May v. Anderson*, 121 Nev. 668, 672, 119
8 P.3d 1254, 1257 (2005)). There was a contract between the Plaintiffs and MEI-GSR.
9 MEI-GSR has breached the contract and therefore MEI-GSR is liable for breach of
10 contract as alleged in the Third Cause of Action.

11
12 E. MEI-GSR is liable for Quasi-Contract/Equitable Contract/Detrimental Reliance as
13 alleged in the Fourth Cause of Action.

14
15 F. An implied covenant of good faith and fair dealing exists in every contract in Nevada.
16 *Hilton Hotels Corp. v. Butch Lewis Productions, Inc.*, 109 Nev. 1043, 1046, 862 P.2d
17 1207, 1209 (1993). “The duty not to act in bad faith or deal unfairly thus becomes part
18 of the contract, and, as with any other element of the contract, the remedy for its breach
19 generally is on the contract itself.” *Id.* (citing *Wagenseller v. Scottsdale Memorial*
20 *Hospital*, 147 Ariz. 370, 383, 710 P.2d 1025, 1038 (1985)). “It is well established that
21 in contracts cases, compensatory damages ‘are awarded to make the aggrieved party
22 whole and ... should place the plaintiff in the position he would have been in had the
23 contract not been breached.’ This includes awards for lost profits or expectancy
24 damages.” *Road & Highway Builders, LLC v. Northern Nevada Rebar, Inc.*, 128 Nev.
25 Adv. Op. 36, 284 P.3d 377, 382 (2012)(internal citations omitted). “When one party
26 performs a contract in a manner that is unfaithful to the purpose of the contract and the
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1 justified expectations of the other party are thus denied, damages may be awarded
2 against the party who does not act in good faith.” *Perry v. Jordan*, 111 Nev. 943, 948,
3 900 P.2d 335, 338 (1995)(*citation omitted*). “Reasonable expectations are to be
4 ‘determined by the various factors and special circumstances that shape these
5 expectations.’” *Id.* (citing *Butch Lewis*, 107 Nev. at 234, 808 P.2d at 923). MEI-GSR is
6 liable for breach of the covenant of good faith and fair dealing as set forth in the Fifth
7 Cause of Action.
8

- 9
10 G. MEI-GSR has violated NRS 41.600(1) and (2) and NRS 598.0915 through 598.0925,
11 inclusive and is therefore liable for the allegations contained in the Sixth Cause of
12 Action. Specifically, MEI-GSR violated NRS 598.0915(15) and NRS 598.0923(2).
13
14 H. The Plaintiffs are entitled to declaratory relief as more fully described below and
15 prayed for in the Seventh Cause of Action.
16
17 I. MEI-GSR wrongfully committed numerous acts of dominion and control over the
18 property of the Plaintiffs, including but not limited to renting their units at discounted
19 rates, renting their units for no value in contravention of written agreements between
20 the parties, failing to account for monies received by MEI-GSR attributable to specific
21 owners, and renting units of owners who were not even in the rental pool. All of said
22 activities were in derogation, exclusion or defiance of the title and/or rights of the
23 individual unit owners. Said acts constitute conversion as alleged in the Eighth Cause
24 of Action.
25
26 J. The demand for an accounting as requested in Ninth Cause of Action is moot pursuant
27 to the discovery conducted in these proceedings and the appointment of a receiver to
28 oversee the interaction between the parties.
K. The Unit Maintenance Agreement and Unit Rental Agreement proposed by MEI-GSR
and adopted by the Unit Owner’s Association are unconscionable. An unconscionable

1 clause is one where the circumstances existing at the time of the execution of the
2 contract are so one-sided as to oppress or unfairly surprise an innocent party. *Bill*
3 *Stremmel Motors, Inc. v. IDS Leasing Corp.*, 89 Nev. 414, 418, 514 P.2d 654, 657
4 (1973). MEI-GSR controls the Unit Owner's Association based on its majority
5 ownership of the units in question. It is therefore able to propose and pass agreements
6 that affect all of the unit owners. These agreements require unit owners to pay
7 unreasonable Common Expense fees, Hotel Expenses Fees, Shared Facilities Reserves,
8 and Hotel Reserves ("the Fees"). The Fees are not based on reasonable expectation of
9 need. The Fees have been set such that an individual owner may actually *owe* money
10 as a result of having his/her unit rented. They are unnecessarily high and imposed
11 simply to penalize the individual unit owners. Further, MEI-GSR and/or Gage Village
12 have failed to fund their required portion of these funds, while demanding the
13 individual unit owners continue to pay the funds under threat of a lien. MEI-GSR has
14 taken the Fees paid by individual unit owners and placed the funds in its general
15 operating account rather than properly segregating them for the use of the Unit Owner's
16 Association. All of said actions are unconscionable and unenforceable pursuant to NRS
17 116.112(1). The Court will grant the Tenth Cause of Action and not enforce these
18 portions of the agreements.
19

20 L. The legal concept of *quantum meruit* has two applications. The first application is in
21 actions based upon contracts implied-in-fact. The second application is providing
22 restitution for unjust enrichment. *Certified Fire*, at 256. In the second application,
23 "[l]iability in restitution for the market value of goods or services is the remedy
24 traditionally known as quantum meruit. Where unjust enrichment is found, the law
25 implies a quasi-contract which requires the defendant to pay to the plaintiff the value of
26 the benefit conferred. In other words, the defendant makes restitution to the plaintiff in
27 *quantum meruit*." *Id.* at 256-57. Gage Village has been unjustly enriched based on the
28

orchestrated action between it and MEI-GSR to the detriment of the individual unit owners as alleged in the Eleventh Cause of Action.

M. Many of the individual unit owners attempted to rent their units through third-party services rather than through the use of MEI-GSR. MEI-GSR and Gage Village intentionally thwarted, interfered with and/or disrupted these attempts with the goal of forcing the sale of the individual units back to MEI-GSR. All of these actions were to the economic detriment of the individual unit owners as alleged in the Twelfth Cause of Action.

N. The Plaintiffs are entitled to both equitable and legal relief. “As federal courts have recognized, the long-standing distinction between law and equity, though abolished in procedure, continues in substance, *Coca-Cola Co. v. Dixi-Cola Labs.*, 155 F.2d 59, 63 (4th Cir. 1946); 30A C.J.S. *Equity* § 8 (2007). A judgment for damages is a legal remedy, whereas other remedies, such as avoidance or attachment, are equitable remedies. See 30A *Equity* § 1 (2007).” *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1053 (2015).

O. “[W]here default is entered as a result of a discovery sanction, the non-offending party ‘need only establish a *prima facie* case in order to obtain the default.’ *Foster*, 227 P.3d at 1049 (*citing Young v. Johnny Ribeiro Building, Inc.*, 106 Nev. 88, 94, 787 P.2d 777, 781 (1990)). “[W]here a district court enters a default, the facts alleged in the pleadings will be deemed admitted. Thus, during a NRCP 55(b)(2) prove-up hearing, the district court shall consider the allegations deemed admitted to determine whether the non-offending party has established a *prima facie* case for liability.” *Foster*, 227 P.3d at 1049-50. A *prima facie* case requires only “sufficiency of evidence in order to send the question to the jury.” *Id.* 227 P.3d at 1050 (*citing Vancheri v. GNLV Corp.*, 105 Nev. 417, 420, 777 P.2d 366, 368 (1989)). The Plaintiffs have met this burden regarding all of their causes of action.

1 P. "Damages need not be determined with mathematical certainty." *Perry*, 111 Nev. at
2 948, 900 P.2d at 338. The party requesting damages must provide an evidentiary basis
3 for determining a "reasonably accurate amount of damages." *Id. See also*,
4 *Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 733, 192 P.3d 243, 248
5 (2008) and *Mort Wallin of Lake Tahoe, Inc. v. Commercial Cabinet Co., Inc.*, 105 Nev.
6 855, 857, 784 P.2d 954, 955 (1989).

7 Q. Disgorgement is a remedy designed to dissuade individuals from attempting to profit
8 from their inappropriate behavior. "Disgorgement as a remedy is broader than
9 restitution or restoration of what the plaintiff lost." *American Master Lease LLC v.*
10 *Idanta Partners, Ltd*, 225 Cal. App. 4th 1451, 1482, 171 Cal. Rptr. 3d 548, 572
11 (2014)(*internal citation omitted*). "Where 'a benefit has been received by the defendant
12 but the plaintiff has not suffered a corresponding loss or, in some cases, any loss, but
13 nevertheless the enrichment of the defendant would be unjust . . . the defendant may be
14 under a duty to give to the plaintiff the amount by which [the defendant] has been
15 enriched.'" *Id.* 171 Cal. Rptr. 3d at 573 (*internal citations omitted*). *See also Miller v.*
16 *Bank of America, N.A.*, 352 P.3d 1162 (N.M. 2015) and *Cross v. Berg Lumber Co.*, 7
17 P.3d 922 (Wyo. 2000).

18 19 20 **III. JUDGMENT**

21 Judgment is hereby entered against MEI-GSR, Gage Village and the Unit Owner's
22 Association as follows:

23 **Monetary Relief:**

- 24 1. Against MEI-GSR in the amount of \$442,591.83 for underpaid revenues to Unit owners;
- 25 2. Against MEI-GSR in the amount of \$4,152,669.13 for the rental of units of owners who had no
26 rental agreement;
- 27 3. Against MEI-GSR in the amount of \$1,399,630.44 for discounting owner's rooms without
28 credits;

- 1 4. Against MEI-GSR in the amount of \$31,269.44 for discounted rooms with credits;
- 2 5. Against MEI-GSR in the amount of \$96,084.96 for "comp'd" or free rooms;
- 3 6. Against MEI-GSR in the amount of \$411,833.40 for damages associated with the bad faith
- 4 "preferential rotation system";
- 5 7. Against MEI-GSR in the amount of \$1,706,798.04 for improperly calculated and assessed
- 6 contracted hotel fees;
- 7 8. Against MEI-GSR in the amount of \$77,338.31 for improperly collected assessments;
- 8 9. MEI-GSR will fund the FF&E reserve, shared facilities reserve and hotel reserve in the amount of
- 9 \$500,000.00 each. The Court finds that MEI-GSR has failed to fund the reserves for the units it, or
- 10 any of its agents, own. However, the Court has also determined, *supra*, that these fees were
- 11 themselves unconscionable. The Court does not believe that the remedy for MEI-GSR's failure to
- 12 fund the unconscionable amount should be some multiple of that unreasonable sum. Further, the
- 13 Court notes that Plaintiffs are individual owners: not the Unit Owner's Association. Arguably, the
- 14 reserves are an asset of the Unit Owner's Association and the Plaintiffs have no individual interest in
- 15 this sum. The Court believes that the "seed funds" for these accounts are appropriate under the
- 16 circumstances of the case; and
- 17 10. The Court finds that it would be inappropriate to give MEI-GSR any "write downs" or credits
- 18 for sums they may have received had they rented the rooms in accordance with appropriate business
- 19 practices. These sums will be disgorged.

20

21 **Non-Monetary Relief:**

- 22 1. The receiver will remain in place with his current authority until this Court rules otherwise;
- 23 2. The Plaintiffs shall not be required to pay any fees, assessments, or reserves allegedly due or
- 24 accrued prior to the date of this ORDER;
- 25 3. The receiver will determine a reasonable amount of FF&E, shared facilities and hotel reserve fees
- 26 required to fund the needs of these three ledger items. These fees will be determined within 90 days
- 27 of the date of this ORDER. No fees will be required until the implementation of these new

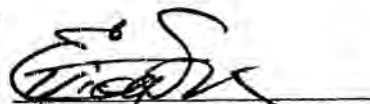
1 amounts. They will be collected from *all* unit owners and properly allocated on the Unit Owner's
2 Association ledgers; and

3 4. The current rotation system will remain in place.

4 **Punitive Damages:**

5 The Court specifically declined to hear argument regarding punitive damages during the
6 prove-up hearing. *See* Transcript of Proceedings 428:6 through 430:1. Where a defendant has been
7 guilty of oppression, fraud, or malice express or implied in an action *not arising from contract*,
8 punitive damages may be appropriate. NRS 42.005(1). Many of the Plaintiff's causes of action
9 sound in contract; therefore, they are not the subject of a punitive damages award. Some of the
10 causes of action may so qualify. The Court requires additional argument on whether punitive
11 damages would be appropriate in the non-contract causes of action. NRS 42.005(3). An appropriate
12 measure of punitive damages is based on the financial position of the defendant, its culpability and
13 blameworthiness, the vulnerability of, and injury suffered by, the offended party, the offensiveness
14 of the punished conduct, and the means necessary to deter further misconduct. *See generally*
15 *Ainsworth v. Combined Insurance Company of America*, 104 Nev. 587, 763 P.2d 673 (1988).
16 Should the Court determine that punitive damages are appropriate it will conduct a hearing to
17 consider all of the stated factors. NRS 42.005(3). The parties shall contact the Judicial Assistant
18 within 10 days of the date of this ORDER to schedule a hearing regarding punitive damages.
19 Counsel will be prepared to discuss all relevant issues and present testimony and/or evidence
20 regarding NRS 42.005 at that subsequent hearing.

21 DATED this 9 day of October, 2015.

22 
23 ELLIOTT A. SATTLER
24 District Judge
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq.

Jarrad Miller, Esq.

Stan Johnson, Esq.

Mark Wray, Esq.

DATED this 9 day of October, 2015.


SHEILA MANSFIELD
Judicial Assistant

EXHIBIT U

CV12-02222
DC-09900062812-001
ALBERT THOMAS ETAL VS MEI 10 Pages
District Court 01/07/2015 10:07 AM
Washoe County
2745
CWA01677E

1 CODE: 3245
2 Jarrad C. Miller, Esq. (NV Bar No. 7093)
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5 50 West Liberty Street, Suite 600
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7 (775) 329-5600
8 Attorneys for Plaintiffs

FILED

JAN - 7 2015

JACQUELINE BRYANT, CLERK

By: *S. Mansfield*
DEPUTY CLERK

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

8 ALBERT THOMAS, individually; *et al.*,

9 Plaintiffs,

10 vs.

Case No. CV12-02222

Dept. No. 10

11 MEI-GSR Holdings, LLC, a Nevada Limited
12 Liability Company, GRAND SIERRA
13 RESORT UNIT OWNERS' ASSOCIATION,
14 a Nevada nonprofit corporation, GAGE
15 VILLAGE COMMERCIAL
16 DEVELOPMENT, LLC, a Nevada Limited
17 Liability Company and DOE DEFENDANTS
18 1 THROUGH 10, inclusive,

Defendants.

ORDER APPOINTING RECEIVER AND DIRECTING DEFENDANTS' COMPLIANCE

18 This Court having examined Plaintiffs' Motion for Appointment of Receiver ("Motion"),
19 the related opposition and reply, and with *good* cause appearing finds that Plaintiffs have
20 submitted the credentials of a candidate to be appointed as Receiver of the assets, properties.
21 books and records, and other items of Defendants as defined herein below and have advised the
22 Court that this candidate is prepared to assume this responsibility if so ordered by the Court.

23 **IT IS HEREBY ORDERED** that, pursuant to this Court's October 3, 2014 Order, and
24 N.R.S. § 32.010(1), (3) and (6), effective as of the date of this Order, James S. Proctor, CPA,
25 CFE, CVA and CFF ("Receiver") shall be and is hereby appointed Receiver over Defendant
26 Grand Sierra Resort Unit Owners' Association, A Nevada Non-Profit Corporation ("GSRUOA").

27 The Receiver is appointed for the purpose of implementing compliance, among all
28 condominium units, including units owned by any Defendant in this action (collectively, "the

Property”), with the Covenants Codes and Restrictions recorded against the condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements (“Governing Documents”). (See, Exhibits 1, 2 and 3.)

The Receiver is charged with accounting for all income and expenses associated with the compliance with the Governing Documents from forty-five (45) days from the date of entry of this Order until discharged.

All funds collected and/or exchanged under the Governing Documents, including those collected from Defendants, shall be distributed, utilized, or, held as reserves in accordance with the Governing Documents.

IT IS FURTHER ORDERED that the Receiver shall conduct itself as a neutral agent, of this court and not as an agent of any party.

IT IS FURTHER ORDERED that the Receiver is appointed without the need of filing or posting of a bond.

IT IS FURTHER ORDERED that Defendants MEI-GSR Holdings, LLC and Gage Village Commercial shall cooperate with the Receiver in accomplishing the terms described in this Order.

IT IS FURTHER ORDERED that, to enforce compliance with the Governing Documents the Receiver shall have the following powers, and responsibilities, and shall be authorized and empowered to:

1. General

a. To review and/or take control of:

i. all the records, correspondence, insurance policies, books and accounts of or relating to the Property which refer to the Property, any ongoing construction and improvements on the Property, the rent or liabilities pertaining to the Property.

ii. all office equipment used by Defendants in connection with development; improvement, leasing, sales, marketing and/or conveyance of the Property and the buildings thereon; including all computer equipment, all software programs and

1 passwords, and any other information, data, equipment or items necessary for the
2 operations with respect to the Property, whether in the possession and control of
3 Defendants or its principals, agents, servants or employees; provided, however
4 that such books, records, and office equipment shall be made available for the use
5 of the agents, servants and employees of Defendants in the normal course of the
6 performance of their duties not involving the Property.

7 iii. all deposits relating to the Property, regardless of when received, together
8 with all books, records, deposit books, checks and checkbooks, together with
9 names, addresses, contact names, telephone and facsimile numbers where any and
10 all deposits are held, plus all account numbers.

11 iv. all accounting records, accounting software, computers, laptops,
12 passwords, books of account, general ledgers, accounts receivable records,
13 accounts payable records, cash receipts records, checkbooks, accounts, passbooks,
14 and all other accounting documents relating, to the Property.

15 v. all accounts receivable, payments, rents, including all statements and
16 records of deposits, advances, and prepaid contracts or rents, if applicable,
17 including, any deposits with utilities and/or government entities relating to the
18 Property.

19 vi. all insurance policies relating to the Property.

20 vii. all documents relating to repairs of the Property, including all estimated
21 costs or repair.

22 viii. documents reasonably requested by Receiver.

23 b. To use or collect:

24 i. The Receiver may use any federal taxpayer identification number relating
25 to the Property for any lawful purpose.

26 ii. The Receiver is authorized and directed to collect and; open all mail of
27 GSRUOA relating to the Property.
28

1 c. The Receiver shall not become personally liable for environmental contamination
2 or health and safety violations.

3 d. The Receiver is an officer and master of the Court and, is entitled to effectuate the
4 Receiver's duties conferred by this Order, including the authority to communicate *ex parte* on the
5 record with the Court when in the opinion of the Receiver, emergency judicial action is
6 necessary.

7 e. All persons and entities owing, any money to GSRUOA directly or indirectly
8 relating to the Property shall pay the same directly to the Receiver. Without limiting the
9 generality of the foregoing; upon presentation of a conformed copy of this order, any financial
10 institution holding deposit accounts, funds or property of GSRUOA turnover to the Receiver
11 such funds at the request of the Receiver.

12 **2. Employment**

13 To hire, employ, and retain attorneys, certified public accountants; investigators, security
14 guards, consultants, property management companies, brokers, appraisers, title companies,
15 licensed construction control companies, and any other personnel or employees which the
16 Receiver deems necessary to assist it in the discharge of his duties.

17 **3. Insurance**

18 a. To maintain adequate insurance for the Property to the same extent and, in the
19 same manner as, it has heretofore been insured, or as in the judgment of the Receiver may seem
20 fit and proper, and to request all presently existing policies to be amended by adding the
21 Receiver and the receivership estate as an additional insured within 10-days of the entry of the
22 order appointing the Receiver. If there is inadequate insurance or if there are insufficient funds in
23 the receivership estate to procure adequate insurance, the Receiver is directed to immediately
24 petition the court for instructions. The Receiver may, in his discretion, apply for any bond or
25 insurance providing coverage for the Receiver's conduct and operations of the property, which
26 shall be an expense of the Property, during the period in which the Property is uninsured or
27 underinsured. Receiver shall not be personally responsible for any claims arising therefore.

1 b. To pay all necessary insurance premiums for such insurance and all taxes and
2 assessments levied on the Property during the receivership.

3 4. ***Treatment of Contracts***

4 a. To continue in effect any contracts presently existing and not in default relating to
5 the Property.

6 b. To negotiate, enter into and modify contracts affecting any part or all of the
7 Property.

8 c. The Receiver shall not be bound by any contract between Defendants and any
9 third party that the Receiver does not expressly assume in writing, including any portion of any
10 lease that constitutes the personal obligation of Defendants, but which does not affect a tenant's
11 quiet enjoyment of its leasehold estate.

12 d. To notify all local, state and federal governmental agencies, all vendors and
13 suppliers, and any and all others who provide goods or services to the Property of his
14 appointment-as Receiver of GSRUOA.

15 e. No insurance company may cancel its existing current-paid policy as a result of
16 the appointment of the Receiver, without prior order of this Court.

17 5. ***Collection***

18 To demand, collect and receive all dues, fees, reserves, rents and revenues derived from
19 the Property.

20 6. ***Litigation***

21 a. To bring and prosecute all proper actions for (i) the collection of rents or any
22 other income derived from the Property, (ii) the removal from the Property of persons not
23 entitled to entry thereon, (iii) the protection of the Property, (iv) damage caused to the Property;
24 and (v) the recovery of possession of the Property.

25 b. To settle and resolve any actual or potential litigation, whether or not an action
26 has been commenced, in a manner which, in the exercise of the Receiver's judgment is most
27 beneficial to the receivership estate.
28

1 7. ***Reporting***

2 a. The Receiver shall prepare on a monthly basis, commencing the month ending 30
3 days after his appointment, and by the last day of each month thereafter, so long as the Property
4 shall remain in his possession or care, reports listing any Receiver fees (as described herein
5 below), receipts and disbursements, and any other significant operational issues that have
6 occurred during the preceding month. The Receiver is directed to file such reports with this
7 Court. The Receiver shall serve a copy of this report on the attorneys of record for the parties to
8 this action.

9 b. The Receiver shall not be responsible for the preparation and filing of tax returns
10 on behalf of the parties.

11 8. ***Receivership Funds /Payments/ Disbursements***

12 a. To pay and discharge out of the Property's rents and/or GSRUOA monthly dues
13 collections all the reasonable and necessary expenses of the receivership and the costs and
14 expenses of operation and maintenance of the Property, including all of the Receiver's and
15 related fees, taxes, governmental assessments and charges and the nature thereof lawfully
16 imposed upon the Property.

17 b. To expend funds to purchase merchandise, materials, supplies and services as the
18 Receiver deems necessary and advisable to assist him in performing his duties hereunder and to
19 pay therefore the ordinary and usual rates and prices out of the funds that may come into the
20 possession of the Receiver.

21 c. To apply, obtain and pay any reasonable fees for any lawful license permit or
22 other governmental approval relating to the Property or the operation thereof, confirm the
23 existence of and, to the extent, permitted by law, exercise the privilege of any existing license or
24 permit or the operation thereof, and do all things necessary to protect and maintain such licenses,
25 permits and approvals.

26 d. To open and utilize bank accounts for receivership funds.
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1 e. To present for payment any checks, money orders or other forms of payment
2 which constitute the rents and revenues of the Property, endorse same and collect the proceeds
3 thereof.

4 9. *Administrative Fees and Costs*

5 a. The Receiver shall be compensated at a rate that is commensurate with industry
6 standards. As detailed below, a monthly report will be created by the Receiver describing the fee,
7 and work performed. In addition, the Receiver shall be reimbursed for all expenses incurred by
8 the Receiver on behalf of the Property.

9 b. The Receiver, his consultants, agents, employees, legal counsel, and professionals
10 shall be paid on an interim monthly basis. To be paid on a monthly basis, the Receiver must
11 serve, a statement of account on all parties each month for the time and expense incurred in the
12 preceding calendar month. If no objection thereto is filed with the Court and served on the
13 attorneys of record for the parties to this action on or within ten (10) days following service
14 thereof, such statement of account may be paid by the Receiver. If an objection is timely filed
15 and served, such statement of account shall not be paid absent further order of the Court. In the
16 event objections are timely made to fees and expenses, the portion of the fees and expenses as to
17 which no objection has been interposed may be paid immediately following the expiration of the
18 ten-day objection period: The portion of fees and expenses to which: an objection has been
19 timely interposed may be paid within ten (10) days of an agreement among the parties or entry of
20 a Court order adjudicating the matter.

21 c. Despite the periodic payment of Receiver's fees and administrative expenses, such
22 fees and expenses shall be submitted to the Court for final approval and confirmation in the form
23 of either, a stipulation among the parties or the, Receiver's final account and report.

24 d. To generally do such other things as may be necessary or incidental to the
25 foregoing specific powers directions and general authorities and take actions relating to
26 the Property beyond the scope contemplated by the provisions set forth above, provided the
27 Receiver obtains prior court approval for any actions beyond the scope contemplated herein.
28

1 10. ***Order in Aid of Receiver***

2 **IT IS FURTHER ORDERED** Defendants, and their agents, servants and employees,
3 and those acting in concert with them, and each of them, shall not engage in or perform directly
4 or indirectly, any or all of the following acts:

5 a. Interfering with the Receiver, directly or indirectly; in the management and
6 operation of the Property.

7 b. Transferring, concealing, destroying, defacing or altering any of the instruments,
8 documents, ledger cards, books, records, printouts or other writings relating to the Property, or
9 any portion thereof.

10 c. Doing any act which will, or which will tend to, impair, defeat, divert, prevent or
11 prejudice the preservation of the Property or the interest of Plaintiffs in the Property.

12 d. Filing suit against the Receiver or taking other action against the Receiver without
13 an order of this Court permitting the suit or action; provided, however, that no prior court order
14 is required to file a motion in this action to enforce the provisions of the Order or any other order
15 of this Court in this action.

16 **IT IS FURTHER ORDERED** that Defendants and any other person or entity who may
17 have possession, custody or control of any Property, including any of their agents,
18 representatives, assignees, and employees shall do the following:

19 a. Turn over to the Receiver all documents which constitute or pertain to all
20 licenses, permits or, governmental approvals relating to the Property.

21 b. Turn over to the Receiver all documents which constitute or pertain to insurance
22 policies, whether currently in effect or lapsed which relate to the Property.

23 c. Turn over to the Receiver all contracts, leases and subleases, royalty agreements,
24 licenses, assignments or other agreements of any kind whatsoever, whether currently in effect or
25 lapsed, which relate to any interest in the Property.

26 d. Turn over to the Receiver all documents pertaining to past, present or future
27 construction of any type with respect to all or any part of the Property.

1 e. Turn over to the Receiver all rents, dues, reserves and revenues derived from the
2 Property wherever and in whatsoever mode maintained.

3 f. Nothing in the Order shall be intended to, nor shall be construed to, require the
4 Defendants to turn over any documents protected from disclosure by either the attorney-client
5 privilege or the attorney work product privilege.

6 g. Immediately advise the Receiver about the nature and extent of insurance
7 coverage on the Property.

8 h. Immediately name the Receiver as an additional insured on each insurance policy
9 on the Property.

10 i. DO NOT cancel, reduce, or modify the insurance coverage.

11 **IT IS FURTHER ORDERED** that nothing contained herein, nor any powers conferred
12 on the Receiver pursuant to this Order, shall in any manner delegate, confer, empower or grant to
13 the Receiver any interest in the management of the gaming assets of the property, or confer any
14 rights to share in the management or the profit or loss of the casino operations, nor in any
15 manner manage any portion of the Property not specifically included in this order.

16 **IT IS FURTHER ORDERED** that the Receiver shall promptly, if requested to do so,
17 execute any further additional documents reasonably requested by Defendants' lenders or others
18 to confirm that other than as set forth herein, no transference, sale, hypothecation, or other
19 encumbrance has resulted which would create a change in ownership or management of MEI-
20 GSR.

21 DATED this 6 day of Jan, 2015.

22 
23 _____
24 DISTRICT COURT JUDGE

25 Submitted by:

26 /s/ Jarrad C. Miller

27 Jarrad C. Miller, Esq.
28 Attorney for Plaintiffs

EXHIBIT V

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al,

Defendants.

ORDER GRANTING PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS

ALBERT THOMAS et al. ("the Plaintiffs") filed the PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS ("the Motion") on January 27, 2014. MEI-GSR Holdings, LLC ("the Defendants") filed the DEFENDANTS' OPPOSITION TO THE PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS ("the Opposition") on February 25, 2014.¹ The Plaintiffs filed the REPLY IN SUPPORT OF MOTION FOR CASE-TERMINATING SANCTIONS ("the Reply") on March 10, 2014. The Plaintiffs submitted the matter for decision on

¹ Pursuant to a stipulation of the parties, the Court entered the ORDER EXTENDING BRIEFING SCHEDULE on February 13, 2014. That order required the Defendants to file their opposition by the close of business February 24, 2014. This is yet one more example of the Defendants flaunting or disregarding rules of practice in this case. The Court has also had to hold counsel in contempt on two occasions: (1) continuous untimely filing on May 14, 2014; and (2) being one-half hour late to the hearing on August 1, 2014.

1 March 11, 2014. The Court held hearings on the Motion on August 1, 2014, and August 11, 2014.

2 The Plaintiffs previously filed a Motion for Case Concluding Sanctions on September 24,
3 2013. The Court held a three-day hearing October 21, 2013 to October 23, 2013 ("October 2013
4 hearing"). The Court struck the Defendants' counterclaims and ordered that the Defendants pay all
5 attorney fees and costs associated with the three-day hearing. The Motion renews the Plaintiffs'
6 request for case terminating sanctions and asks the Court to strike the Defendants' Answer. The
7 Motion asserts that the Defendants' discovery conduct prior to October of 2013 was willful and did
8 severely prejudice the Plaintiffs. The Motion argues that during the October 2013 hearing neither
9 the Court nor the Plaintiffs had a complete understanding of the Defendants' discovery misconduct.
10 The Motion argues that since October of 2013, the Defendants have continued to violate discovery
11 orders and delay discovery.
12

13
14 The Opposition contends that the Defendants have engaged in no conduct warranting the
15 imposition of case concluding sanctions. The Opposition argues the allegations made by the
16 Plaintiffs pre-date the October 2013 hearing. The Opposition argues that no evidence has been lost
17 or fabricated, and that the Defendants have not willfully obstructed the discovery process. The
18 Defendants submit that they have cooperated with the Plaintiffs' effort to locate 224,000 e-mails that
19 contain a word that might relate to the case even though the Defendants believe the vast majority of
20 those e-mails to be irrelevant. The Opposition further argues that the Defendants have cooperated
21 with the Plaintiffs' desire to run a "VB Script" on the Defendants' computer system that may have
22 violated third-party copyrights but which ultimately located no additional e-mails. The Opposition
23 argues that the e-mail production has been expedited but has taken time due to the volume of e-
24 mails. The Opposition contends that the e-mail privilege log that the Defendants submitted
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1 complied with case law of the Ninth Circuit and that they were not required to comply with the
2 Discovery Commissioner's recommendation until the Court adopted the order.²

3 The Nevada Rules of Civil Procedure provide that a party who fails to comply with an order
4 can be sanctioned for that failure. NRCP 37(b). Sanctions against a party are graduated in severity
5 and can include: designation of facts to be taken as established; refusal to allow the disobedient party
6 to support or oppose designated claims or defenses; prohibition of the offending party from
7 introducing designated matters in evidence; an order striking out pleadings or parts thereof or
8 dismissing the action; or rendering a judgment by default against the disobedient party. NRCP
9 37(b)(2). A disobedient party can also be required to pay the reasonable expenses, including
10 attorney fees caused by the failure. NRCP 37(b)(2)(E).

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12
13 Discovery sanctions are properly analyzed under Young v Johnny Ribeiro Bldg., Inc., 106
14 Nev. 88, 787 P.2d 777 (1990). Young requires "every order of dismissal with prejudice as a
15 discovery sanction be supported by an express, careful and preferably written explanation of the
16 court's analysis of the pertinent factors." Young, 106 Nev. at 93, 787 P.2d at 780. The Young
17 factors are as follows: (1) the degree of willfulness of the offending party; (2) the extent to which the
18 non-offending party would be prejudiced by a lesser sanction; (3) the severity of the sanction of
19 dismissal relative to the severity of the discovery abuse; (4) whether any evidence has been
20 irreparably lost; (5) the feasibility and fairness of less severe sanctions; (6) the policy favoring
21 adjudication on the merits; (7) whether sanctions unfairly operate to penalize a party for the
22 misconduct of his or her attorney; and (8) the need to deter parties and future litigants from similar
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27 ² The Court adopted the Discovery Commissioner's recommendation regarding the privilege log on
28 March 13, 2014. The Court noted that the current discovery situation is a product of the Defendants'
discovery failures. The Court further stated that any lack of time to prepare an adequate privilege
log was a result of the Defendants' inaction and lack of participation in the discovery process.

1 abuses. Id. In discovery abuse situations where possible case-concluding sanctions are warranted,
2 the trial judge has discretion in deciding which factors are to be considered. Bahena v. Goodyear
3 Tire & Rubber Co., 126 Nev. Adv. Op. 57, 245 P.3d 1182 (2010). The Young factor list is not
4 exhaustive and the Court is not required to find that all factors are present prior to making a finding.
5 "Fundamental notions of fairness and due process require that discovery sanctions be just and . . .
6 relate to the specific conduct at issue." GNLV Corp v. Service Control Corp., 111 Nev. 866, 870,
7 900 P.2d 323, 325 (1995).

9 The Court analyzed the Young factors at the October 2013 hearing and found: (1) the
10 Defendants failed to comply with discovery orders and failed to meet the extended production
11 deadlines; (2) the discovery failures were not willful; (3) lesser sanctions could be imposed, and such
12 sanctions would not unduly cause the Plaintiffs prejudice; (4) the severity of the discovery failures
13 did not warrant ending the case in favor of the Plaintiffs; (5) no evidence was presented that
14 evidence had been irreparably lost; (6) any misconduct of the attorneys did not unfairly operate to
15 penalize the Defendants; (7) there were alternatives to the requested case-concluding sanctions that
16 could serve to deter a party from engaging in abusive discovery practices in the future; and (8) non-
17 case concluding sanctions could be used to accomplish both the policy of adjudicating cases on the
18 merits and the policy of deterring discovery abuses.

21 The Defendants have, to date, violated NRCP 33 and NRCP 34 (twice). The Defendants
22 have violated three rulings of the Discovery Commissioner and three confirming orders. The Court
23 is aware of four violations of its own orders. The information that has been provided to the Plaintiffs
24 during discovery has been incomplete, disclosed only with a Court order, and often turned over very
25 late with no legitimate explanation for the delays. The Plaintiffs have written dozens of letters and
26 e-mails to the Defendants' counsel in an effort to facilitate discovery. The Plaintiffs have filed five
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1 motions to compel and five motions for sanctions. The Court held multiple hearings on discovery
2 matters including two extensive, multi-day hearings on case concluding sanctions. The Court is
3 highly concerned about the Defendants' conduct during discovery and the resulting prejudice to the
4 Plaintiffs. Based on the progress of discovery, the Defendants' ongoing discovery conduct, and the
5 Plaintiffs' Motion the Court has chosen to revisit the Young factors and reassess the decision made
6 at the October 2013 hearing.
7

8 The first factor of the Young analysis is willfulness. The Plaintiffs allege that the discovery
9 failures in this case were deliberate and willful. Repeated discovery abuses and failure to comply
10 with district court orders evidences willfulness. Foster v. Dingwall, 126 Nev. Op. 6, 227 P.3d 1042
11 (2010)(citing, Young, 106 Nev. at 93, 787 P.2d at 780). Willfulness may be found when a party fails
12 to provide discovery and such failure is not due to an inability on the offending party's part. Havas v
13 Bank of Nevada, 96 Nev. 567, 570, 613 P.2d 706, 708 (1980). The Nevada Supreme Court has not
14 opined that it is necessary to establish wrongful intent to establish willfulness.
15

16 At the October 2013 hearing, the Defendants argued that they were substantially in
17 compliance with the June 17, 2013, discovery request. The Defendants initially disclosed between
18 200-300 e-mails. The Defendants argued that the discovery dispute was only over a few irrelevant
19 documents. Since the October 2013 hearing, additional e-mail searches have uncovered 224,226 e-
20 mails not previously disclosed to the Plaintiffs. The Court now has serious doubt that the
21 representations made by the Defendants at the October 2013 hearing were accurate and genuine.
22

23 The Defendants designated Caroline Rich, the Defendants' previous Controller, to gather the
24 discovery information with assistance from their internet technology department ("IT"). The Court
25 initially believed that Ms. Rich did her best to produce the discovery information (including e-mails)
26 she felt was relevant. Ms. Rich did not have direct access to the IT system of the Defendants. Nor
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1 did she have access to the e-mails of all staff members. For instance, she did not have access to the
2 e-mails of those employees who outranked her. The Plaintiffs have subsequently discovered e-mails
3 where Ms. Rich is a participant in e-mail correspondence that was directly relevant to the search. It
4 would be excusable if Ms. Rich overlooked e-mail sent by other employees or did not have access to
5 her superiors' e-mail accounts. However, it now appears that she did not disclose e-mails in which
6 she was a participant in the correspondence. This calls into question her credibility.
7

8 The Court is further troubled by the representations of the Defendants' counsel, Sean
9 Brohawn, that the volume of subsequent e-mails was going to be inconsequential and it would take
10 minimal time for the Defendants to produce. The Court would have found the information that there
11 were potentially hundreds of thousands of additional e-mails to be critical in reaching its October
12 2013, decision. The discrepancy between the 200-300 e-mails produced in the original discovery
13 and the 224,226 subsequently identified is enormous. The Court cannot attribute this discrepancy to
14 a good faith error. The discrepancy appears at best to be a failure of the Defendants to adequately
15 search their e-mail system in response to the initial discovery requests. At worst, it is a deliberate
16 failure to comply with the discovery rules.
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18 The Defendants had an obligation to engage in an adequate search of the information
19 requested in discovery, and to designate the appropriate party to testify regarding the discovery
20 production. *See generally*, NRCP 16.1(b); NRCP 26(b); NRCP 26 (e). Defendants' counsel had the
21 responsibility to oversee and supervise the collection of the discovery. *See*, NRCP 16.1(e)(3). Both
22 the Defendants and the Defendants' counsel failed to meet their discovery obligations. That failure
23 led to the Court being provided seriously inaccurate information at the October 2013 hearing.
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1 The Defendants have consistently violated Nevada Rules of Civil Procedure, orders
2 compelling discovery, and the Court's directives. The Defendants have not proffered any legitimate
3 or lawful explanation for their conduct. The Defendants have not objected to or requested
4 clarification of discovery requests. Many times they have simply not responded. Other responses
5 have been incomplete. Often, information was only produced after the Plaintiffs filed motions to
6 compel. At various hearings and conferences the Defendants produced previously undisclosed
7 discovery information that suddenly appeared. The Court reverses its earlier decision and finds that
8 the Defendants discovery failures are in fact willful.
9

10 The Court next considered the second Young factor possible prejudice to the Plaintiffs if a
11 lesser sanction were imposed. The Nevada Supreme Court has upheld entries of default where
12 litigants engage in abusive litigation practices that cause interminable delays. Foster, 126 Nev. Op.
13 6, 227 P.3d at 1048 (citing Young, 106 Nev. at 93, 787 P.2d at 780). Willful and recalcitrant
14 disregard of the judicial process presumably prejudices the non-offending party. Id. The discovery
15 received by the Plaintiffs had to be forced from the Defendants, with multiple motions to compel,
16 which has greatly increased the Plaintiffs' costs. The Plaintiffs have been hindered in developing
17 their causes of action and preparing for trial. In reviewing the possible prejudice to the Plaintiffs, the
18 Court finds that the Plaintiffs have been more prejudiced than was apparent at the time of the
19 October 2013 hearing.
20

21 The Plaintiffs were not provided with 200,000 e-mails at the outset of discovery in
22 accordance with their June 17, 2013, Request for Production. The Plaintiffs conducted their
23 depositions prior to receiving the additional e-mail and financial information. The value of a
24 deposition is significantly diminished if the deposing party does not have all the relevant information
25 they need prior to the deposition. Given the new information, the Plaintiffs may need to re-depose
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1 those individuals. The Plaintiffs discovered additional employees of the Defendants who would
2 potentially have information and require deposition. The Plaintiffs estimated that after review of the
3 e-mails, which was still ongoing at the time of the August hearings, that they would need another six
4 to nine months to prepare the case for trial. That would result in trial almost a year and a half after
5 the original trial date. As additional information has to come light, it has become apparent that the
6 Defendants' discovery conduct has severely prejudiced the Plaintiffs' case.
7

8 Thirdly, the Court compared the severity of dismissal to the severity of the discovery abuse.
9 "The dismissal of a case, based upon a discovery abuse . . . should be used only in extreme
10 situations; if less drastic sanctions are available, they should be utilized." GNLV Corp., 111 Nev. at
11 870, 900 P.2d at 325 (citing Young, 106 Nev. at 92, 787 P.2d at 779-80). The Court is no longer
12 persuaded that the effort of Ms. Rich was in good faith or that the Defendants designated the
13 appropriate party to undertake the production of discovery. Ms. Rich was a relatively new
14 employee, she did not have access to her superiors' e-mail and records, and she did not know the
15 names and positions of other Defendants' employees. The Court is not convinced that the
16 Defendants have properly made discovery disclosures such that the Plaintiffs have had a fair
17 opportunity to develop their litigation plan. The Court is keenly aware that granting the Plaintiffs'
18 motion would effectively end the case, leaving only the issue of damages to be decided. The
19 Defendants have abused and manipulated the discovery rules and case-terminating sanctions is the
20 option available to properly punish the Defendants' conduct.
21

22 In looking at the fourth factor in October 2013, the Court noted that there was no evidence
23 presented at the hearing or raised by the moving papers that evidence had been irreparably lost. The
24 Plaintiffs argue that information has been lost or destroyed. The fact that evidence had not been
25 produced is not the same as the destruction or loss of evidence. There remains no evidence to
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1 indicate that evidence has been lost or destroyed by the Defendants. This factor remains consistent
2 in the reevaluation of the October 2013, decision.

3 Fifth, in October 2013, the Court found that there were many alternatives to the requested
4 case-concluding sanctions that could serve to deter a party from engaging in abusive discovery
5 practices in the future. The Defendants have received four sanctions for their discovery failures.
6 The Defendants' conduct since the October 2013 hearing indicates that the previously imposed
7 sanctions have not been sufficient to modify the Defendants' behavior. Time has shown that there
8 are no effective alternatives to case concluding sanctions.
9

10 The Court considered two major policy factors together. Nevada has a strong policy, and the
11 Court firmly believes, that cases should be adjudicated on their merits. *See, Scrimmer v. Dist. Court*,
12 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also, Kahn v. Orme*, 108 Nev. 510, 516,
13 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery
14 process established by Nevada law. When a party repeatedly and continuously engaged in discovery
15 misconduct the policy of adjudicating cases on the merits is not furthered by a lesser sanction.
16 *Foster*, 126 Nev. Op. 6, 227 P.3d at 1048. In reevaluating the matter, the Court again considered the
17 major policy that cases be adjudicated on their merits. The Court must balance that policy with the
18 need to deter litigants from abusing the discovery process. The information provided at the October
19 2013 hearing was disingenuous. The Defendants' discovery abuse persisted after the October 2013
20 hearing despite the severity of the sanctions imposed. The Court is now convinced that the
21 Defendants' actions warrant the imposition of case concluding sanctions. In light of Defendants'
22 repeated and continued abuses, the policy of adjudicating cases on the merits is not furthered in this
23 case. The ultimate sanctions are necessary to demonstrate to future litigants that they are not free to
24 disregard and disrespect the Court's orders.
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1 Lastly, the Court considered whether striking the Answer would unfairly operate to penalize
2 the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were
3 failures to produce and abuses of discovery on behalf of the Defendants. The Court remains
4 concerned that the attorneys for the Defendants did not adequately supervise discovery and
5 misrepresented the number of e-mails at issue for disclosure. There remains no evidence to show
6 that Defendants' counsel directed their client to hide or destroy evidence. Any misconduct on the
7 part of the attorney does not unfairly operate to punish the Defendants.
8

9 The Nevada Supreme Court offered guidance as to how sanctions are to be imposed.
10 "Fundamental notions of fairness and due process require that discovery sanctions be just and . . .
11 relate to the specific conduct at issue." GNLV Corp., 111 Nev. at 870, 900 P.2d at 325 (*citing*
12 Young, 106 Nev. at 92, 787 P.2d at 779-80). The Court recognizes that discovery sanctions should
13 be related to the specific conduct at issue. The discovery abuse in this case is pervasive and colors
14 the entirety of the case. The previous discovery sanctions have been unsuccessful in deterring the
15 Defendants' behavior. Due to the severity and pattern of the Defendants' conduct there are no lesser
16 sanctions that are suitable.
17

18 Despite the October 2013 hearing sanctions, the Defendants have continued their
19 noncompliant discovery conduct. The stern sanctions which the Court imposed on the Defendants in
20 October 2013, did not have the desired effect of bringing the Defendants' conduct in line with the
21 discovery rules. After the October 2013 hearing, the Court identified that the major outstanding
22 discovery issue between the parties was the Plaintiffs' access to Defendants' e-mail system. The
23 parties were ordered to work together to develop terms to be used in the e-mail search. The
24 Defendants were ordered to review the 224, 226 e-mails identified by November 25, 2013. The
25 Defendants were ordered to deliver a privilege log for those e-mails the Defendants believed should
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1 not be provided to the Plaintiffs. Further, the Defendants were ordered to provide a copy of withheld
2 e-mails to the court with the privilege log for an in-camera review, and e-mail a copy of the privilege
3 log to the Plaintiffs. The Plaintiffs were to be provided access to all the e-mails not designated in the
4 privilege log beginning November 26, 2013. The Defendants failed to produce those e-mails by the
5 Courts' deadline and the Plaintiffs moved for sanctions. The parties were ordered to submit the
6 Defendants' November 25, 2013, privilege log to Discovery Commissioner, Wesley Ayres, with
7 corresponding briefing. Commissioner Ayres determined that the privilege log was legally
8 insufficient. The result was the Defendants waived any right to withhold e-mails identified in their
9 privilege log and the Plaintiffs were entitled to all 78,473 e-mails containing the search term "condo"
10 or "condominium". The Court adopted the recommendation of the Discovery Commissioner finding
11 that the Defendants' objection to the recommendation based on shortage of time to review the
12 privilege log was a result of the Defendants' inaction and lack of participation in the discovery
13 process. The Defendants still did not release the e-mails and the Plaintiffs filed a motion to compel.
14

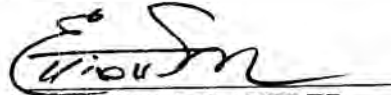
15
16 Nevada Rule of Civil Procedure 1 indicates that the rules of civil procedure are to be
17 administered to secure the "just, speedy, and inexpensive determination of every action." It appears
18 to the Court that the Defendants' focus in this case has been not to comply with NRCP 1. The
19 Defendants' failures to comply with discovery rules have been numerous and pervasive throughout
20 the case. The trial has been rescheduled multiple times resulting in a delay of over a year. The
21 Defendants' failures have led to additional costs to the Plaintiffs and required the Plaintiffs to seek
22 relief from the Court on multiple occasions. This has placed an undue burden on both the Plaintiffs
23 and the Court. The Court has employed progressive sanctions to address discovery abuses. Those
24 sanctions have not been adequate to curtail the Defendants' improper conduct. The Court has
25 repeatedly warned the Defendants that if it found the information provided at the October 2013
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1 hearing to be disingenuous, or if discovery abuses continued it would grant case terminating
2 sanctions.

3 NOW, THEREFORE IT IS HEREBY ORDERED that the Motion is GRANTED.

4 IT IS FURTHER ORDERED, that the Defendants' Answer is stricken. The Parties are
5 ORDERED to contact the Judicial Assistant for Department 10 within ten days from the date of this
6 order to set a hearing to prove up damages.
7

8 DATED this 3 day of October, 2014.

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11 ELLIOTT A. SATTLER
12 District Judge
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CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq. for Cayenne Trust, et al
Jarrad Miller, Esq. for Cayenne Trust, et al
G. Robertson, Esq. for Cayenne Trust, et al
Sean Brohawn, Esq. for Grand Sierra Resort Unit-Owners Association, et al
Stan H. Johnson, Esq. for Grand Sierra Resort Unit-Owners Association, et al.

DATED this 3 day of October, 2014.


SHEILA MANSFIELD
Judicial Assistant

FILED
Electronically
CV12-02222
2023-04-13 05:02:36 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT W

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al,

Defendants.

ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS

Albert Thomas et al ("the Plaintiffs") filed a Motion for Sanctions Under NRCP 37(b) for Failure to Comply with Court Orders ("the Motion") on September 24, 2013. The Court enter an Oder Shortening time on September 27, 2013, in light of the fast-approaching trial date. The Defendants were to file an opposition no later than 5:00 p.m. on October 2, 2013. No opposition was filed by this deadline. On October 3, 2103, the Plaintiffs requested that this matter be submitted for decision. Approximately one hour later, MEI-GSR Holdings, LLC et al ("the Defendants") filed an Opposition to Plaintiffs' Motion for Sanctions ("the Opposition"). The Plaintiffs filed a Reply in Support of Plaintiffs' Motion for Sanctions Under NRCP 37(b) for Failure to Comply with Court Orders ("the Reply") on October 4, 2013. An Errata to the Reply was filed later that day. The Plaintiffs contemporaneously resubmitted the matter for the Court's decision.

The Motion asked the Court to strike the Defendants' Answer. This would effectively end the case, leaving only the issue of damages to be decided. The Court issued an Order on October 17,

1 2013 (“the October Order”) in which the factual background of the discovery issues are fully and
2 adequately recited. The Court hereby adopts that factual recitation, making specific note of the
3 Defendants’ repeated failures to respond to the Plaintiffs’ motions to compel, to object to
4 Commissioner Ayers’ Recommendations for Order, and to comply with the Adopted Orders of this
5 Court based off of Commissioner Ayers’ recommendations. *See*, October Order, 2:23 – 6-9. The
6 Court felt a hearing would assist in assessing the extent to which sanctions were appropriate. A
7 three-day hearing commenced on October 21, 2013, at approximately 1:30 p.m.¹ Over the course of
8 those three days the Court heard testimony from Craig Greene, a financial investigator, Caroline
9 Rich, the Grand Sierra Resort’s Controller, and William Lee Burtch, the Grand Sierra Resort’s
10 Senior Vice President of Innovation and Technology. The Court conducted a lengthy analysis under
11 Young v. Johnny Ribeiro Bldg., Inc., 106 Nev. 88, 787 P.2d 777 (1990), and ultimately declined to
12 impose case-concluding sanctions. The Court instead struck the Defendants’ counterclaims and
13 ordered that the Defendants pay all attorney’s fees and costs associated with the three-day hearing.

14 Young requires “every order of dismissal with prejudice as a discovery sanction be supported
15 by an express, careful and preferably written explanation of the court’s analysis of the pertinent
16 factors.” Young, 106 Nev. at 93, 787 P.2d at 780. The Court did not grant such a sanction.
17 However, the Court did thoroughly analyze those factors in reaching its decision to impose the lesser
18 sanctions. This Order memorializes the Court’s findings and will thus detail each factor, *infra*.

19 The Young factors are as follows: (1) the degree of willfulness of the offending party, (2) the
20 extent to which the non-offending party would be prejudiced by a lesser sanction, (3) the severity of
21 the sanction of dismissal relative to the severity of the discovery abuse, (4) whether any evidence has
22 been irreparably lost, (5) the feasibility and fairness of less severe sanctions, (6) the policy favoring
23 adjudication on the merits, (7) whether sanctions unfairly operate to penalize a party for the
24

25 ¹ The two-week trial was originally set to begin on October 21, 2013. In an in-chambers status conference on October
26 16, 2013, the Court informed counsel that trial could not start on the scheduled date due to failures in discovery. The
27 Court pushed back the trial date two days to October 23, 2013. Notwithstanding the advance notice and extra time, the
28 Defendants failed to submit their proposed jury instructions in violation of WDCR 7(8). The Defendants’ counsel did
not assist the Court staff with marking exhibits prior to the scheduled trial date, and failed to timely file a trial statement
as required by WDCR 5. Lastly, the Court noted at the hearing that the Defendants’ pretrial disclosures were filed two
weeks late, in violation of N.R.C.P. 16.1(3).

1 misconduct of his or her attorney, and (8) the need to deter parties and future litigants from similar
2 abuses. Id. In discovery abuse situations where possible case-concluding sanctions are warranted,
3 the trial judge has discretion in deciding which factors are to be considered. Bahena v. Goodyear
4 Tire & Rubber Co., 126 Nev. Adv. Op. 57, 245 P.3d 1182, (2010).

5 The Plaintiffs alleged that the discovery failures in this case were deliberate and willful. The
6 Court found that there was no doubt that certain failures laid at the feet of the Defendants. The
7 Defendants failed to comply with discovery orders and failed to meet the extended production
8 deadlines to which they agreed. However, after hearing testimony from Caroline Rich, the Court
9 could not find that such failure was willful. The fact that emails were not produced and accounts
10 were not searched did not appear to be an intentional disruption of the discovery process by the
11 employees of the Defendant. Ms. Rich did her best to produce what she felt was relevant. Although
12 her judgment excluded pertinent material, such oversight did not rise to the level of willfulness.
13 Further, the Court could not find that the Defense attorneys Mr. Brohawn or Mr. Reese willfully
14 obstructed the discovery process.

15 The Court next considered the possible prejudice to the Plaintiffs if a lesser sanction were
16 imposed. "The dismissal of a case, based upon a discovery abuse . . . should be used only in extreme
17 situations; if less drastic sanctions are available, they should be utilized." GNLV Corp v. Service
18 Control Corp, 111 Nev. 866, 870, 900 P.2d 323, 325 (1995). While a case-concluding sanction
19 would benefit the Plaintiffs, the Court found that (1) lesser sanctions could be imposed, and (2) such
20 sanctions would not unduly cause the Plaintiffs prejudice. Instrumental in this finding was the
21 Plaintiffs' Counsel's own admission that, if necessary, they could go to trial in a matter of days with
22 the information that they had at that point.

23 Thirdly, the Court compared the severity of dismissal to the severity of the discovery abuse.
24 The Court again affirmatively found that discovery failures had occurred. The severity of those
25 abuses was not determinable and thus did not warrant ending the case in favor of the Plaintiffs.
26 There was no evidence as to who was at fault for the failures to produce information. Further, the
27 Court found that the good faith effort of Caroline Rich eliminated the possibility that the violations
28 should be met with such a severe sanction.

1 In looking at the fourth factor, the Court noted that there was no evidence presented at the
2 hearing or raised by the moving papers that evidence had been irreparably lost. The fact that
3 evidence had not been produced is not the same as the destruction or loss of evidence. This factor
4 was not particularly helpful in the Court's determination.

5 Fifth, the Court found that there were many alternatives to the requested case-concluding
6 sanctions that could serve to deter a party from engaging in abusive discovery practices in the future.
7 The Court excluded from its consideration certain possible sanctions. For example, the Court found
8 that it would not be feasible to order a jury to deem a fact relating to withheld evidence to be true,
9 when the Court itself could not find that such evidence in fact existed. Notwithstanding, the Court
10 found that other sanctions could be feasible and fair to both parties.

11 The Court considered the two major policy factors together. Nevada has a strong policy, and
12 the Court firmly believes, that cases should be adjudicated on their merits. *See, Scrimmer v. Dist.*
13 *Court*, 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also, Kahn v. Orme*, 108 Nev. 510,
14 516, 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery
15 process established by Nevada law. The Court found that it could employ non-case concluding
16 sanctions to accomplish both of these prerogatives.

17 Lastly, the Court considered whether striking the Answer would unfairly operate to penalize
18 the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were
19 failures to produce and abuses of discovery on behalf of the Defendants. The Defendants produced
20 some, albeit incomplete, information to the Plaintiffs. The evidence did not show that Mr. Brohawn,
21 Mr. Reese, or their firm was directing the client to hide or destroy evidence. While the abuses
22 amount to the kind of misconduct that warrants some sort of sanction, they do not warrant penalizing
23 the Defendants themselves with the extreme sanction of concluding the case.

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1 The Nevada Supreme Court offered guidance as to sanctions that may be imposed in lieu of
2 case-concluding sanctions. "Fundamental notions of fairness and due process require that discovery
3 sanctions be just and . . . relate to the specific conduct at issue." GNLV Corp., 111 Nev. at 870, 900
4 P.2d at 325 (citing Young, 106 Nev. at 92, 787 P.2d at 779-80). Under those fundamental notions
5 and upon balance of the Young factors, the Court found the following sanctions to be appropriate:

- 6 1. All of the Defendants' counterclaims were stricken.²
- 7 2. The Defendants would bear the reasonable cost associated with the three-day hearing,
8 including attorney's fees, expert witness fees and all other reasonable expenses.³

9 IT IS SO ORDERED.

10 DATED this 18 day of December, 2013.

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12 ELLIOTT A. SATTLER
13 District Judge
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26 ² See, NRCP 37(b)(2)(when a party fails to comply with a court order, the court may strike pleadings or parts thereof).
27 See also GNLV Corp., 111 Nev. at 871, 900 P.2d at 326 (suggesting that a Court can strike a party's cross-claim as an
appropriate sanction).


28 ³ See NRCP 37(b)(2)("[T]he Court shall require the party failing to obey the order or the attorney advising that party or
both to pay the reasonable expenses, including attorney's fees, caused by the failure" to comply).

CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq. for Cayenne Trust, et al
Jarrad Miller, Esq. for Cayenne Trust, et al
G. Robertson, Esq. for Cayenne Trust, et al
Sean Brohawn, Esq. for Grand Sierra Resort Unit-Owners Association, et al

DATED this 18th day of December, 2013.



SHEILA MANSFIELD
Judicial Assistant

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MERUELO GROUP, LLC

Legal Services Department

5th Floor Executive Offices

2535 Las Vegas Boulevard South

Las Vegas, NV 89109

Tel: (562) 454-9786

Attorneys for Defendants/Appellants

MEI-GSR Holdings, LLC;

Gage Village Commercial Development, LLC;

and AM-GSR Holdings, LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; JANE
DUNLAP, individually; JOHN DUNLAP,
individually; BARRY HAY, individually;
MARIE-ANNE ALEXANDER, as Trustee of
the MARIE-ANNIE ALEXANDER LIVING
TRUST; MELISSA VAGUJHELYI and
GEORGE VAGUJHELYI, as Trustees of the
GEORGE VAGUJHELYI AND MELISSA
VAGUJHELYI 2001 FAMILY TRUST
AGREEMENT, U/T/A APRIL 13, 2001; D'
ARCY NUNN, individually; HENRY NUNN,
individually; MADELYN VAN DER BOKKE,
individually; LEE VAN DER BOKKE,
individually; DONALD SCHREIFELS,
individually; ROBERT R. PEDERSON,
individually and as Trustee of the PEDERSON
1990 TRUST; LOU ANN PEDERSON,
individually and as Trustee of the PEDERSON
1990 TRUST; LORI ORDOVER, individually;
WILLIAM A. HENDERSON, individually;
CHRISTINE E. HENDERSON, individually;
LOREN D. PARKER, individually; SUZANNE
C. PARKER, individually; MICHAEL IZADY,
individually; STEVEN TAKAKI, individually;

Case No.: CV12-02222

Dept. No.: OJ41

CASE APPEAL STATEMENT

1 FARAD TORABKHAN, individually; SAHAR
2 TAVAKOL, individually; M&Y HOLDINGS,
3 LLC; JL&YL HOLDINGS, LLC; SANDI
4 RAINES, individually; R. RAGHURAM,
5 individually; USHA RAGHURAM,
6 individually; LORI K. TOKUTOMI,
7 individually; GARRET TOM, individually;
8 ANITA TOM, individually; RAMON
9 FADRILAN, individually; FAYE FADRILAN,
10 individually; PETER K. LEE and MONICA L.
11 LEE, as Trustees of the LEE FAMILY 2002
12 REVOCABLE TRUST; DOMINIC YIN,
13 individually; ELIAS SHAMIEH, individually;
14 JEFFREY QUINN individually; BARBARA
15 ROSE QUINN individually; KENNETH
16 RICHE, individually; MAXINE RICHE,
17 individually; NORMAN CHANDLER,
18 individually; BENTON WAN, individually;
19 TIMOTHY D. KAPLAN, individually;
20 SILKSCAPE INC.; PETER CHENG,
21 individually; ELISA CHENG, individually;
22 GREG A. CAMERON, individually; TMI
23 PROPERTY GROUP, LLC; RICHARD LUTZ,
24 individually; SANDRA LUTZ, individually;
25 MARY A. KOSSICK, individually; MELVIN
26 CHEAH, individually; DI SHEN, individually;
27 NADINE'S REAL ESTATE INVESTMENTS,
28 LLC; AJIT GUPTA, individually; SEEMA
GUPTA, individually; FREDRICK FISH,
individually; LISA FISH, individually;
ROBERT A. WILLIAMS, individually;
JACQUELIN PHAM, individually; MAY ANN
HOM, as Trustee of the MAY ANN HOM
TRUST; MICHAEL HURLEY, individually;
DOMINIC YIN, individually; DUANE
WINDHORST, individually; MARILYN
WINDHORST, individually; VINOD BHAN,
individually; ANNE BHAN, individually; GUY
P. BROWNE, individually; GARTH A.
WILLIAMS, individually; PAMELA Y.
ARATANI, individually; DARLENE
LINDGREN, individually; LAVERNE
ROBERTS, individually; DOUG MECHAM,
individually; CHRISINE MECHAM,
individually; KWANGSOO SON, individually;
SOO YEUN MOON, individually; JOHNSON
AKINDODUNSE, individually; IRENE
WEISS, as Trustee of the WEISS FAMILY
TRUST; PRAVESH CHOPRA, individually;
TERRY POPE, individually; NANCY POPE,
individually; JAMES TAYLOR, individually;
RYAN TAYLOR, individually; KI HAM,
individually; YOUNG JA CHOI, individually;
SANG DAE SOHN, individually; KUK
HYUNG (CONNIE), individually; SANG

(MIKE) YOO, individually; BRETT
MENMUIR, as Trustee of the CAYENNE
TRUST; WILLIAM MINER, JR., individually;
CHANH TRUONG, individually; ELIZABETH
ANDERS MECUA, individually; SHEPHERD
MOUNTAIN, LLC; ROBERT BRUNNER,
individually; AMY BRUNNER, individually;
JEFF RIOPELLE, individually; PATRICIA M.
MOLL, individually; DANIEL MOLL,
individually; and DOE PLAINTIFFS 1
THROUGH 10, inclusive ,

Plaintiff(s),

v.

MEI-GSR HOLDINGS, LLC, a Nevada
Limited Liability Company, AM-GSR
HOLDINGS, LLC, a Nevada Limited Liability
Company, GRAND SIERRA RESORT UNIT
OWNERS' ASSOCIATION, a Nevada
Nonprofit Corporation, GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC., a
Nevada Limited Liability Company, and DOES
I-X inclusive,

Defendant(s).

1. Name of appellants filing this case appeal statement:

Defendants MEI-GSR Holdings, LLC; AM-GSR Holdings, LLC; and Gage Village
Commercial Development, LLC.

2. The judge issuing the decision, judgment, or order appealed from:

The Honorable Elizabeth Gonzalez (Ret.), Senior Judge sitting by designation.

3. Identify each appellant and the name and address of each counsel for each appellant:

Appellants: MEI-GSR Holdings, LLC; AM-GSR Holdings, LLC; Gage Village
Commercial Development, LLC.

Appellants' Counsel:

Jordan T. Smith
PISANELLI BICE PLLC
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Las Vegas, Nevada 89101
Telephone: 702.214.2100

Abran Vigil
Ann Hall
David C. McElhinney

MERUELO GROUP LLC
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5th Floor Executive Offices
2535 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Telephone: 562.454.9786

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent:

Respondents: All Plaintiffs below including Albert Thomas; Jane Dunlap; John Dunlap; Barry Hay; Marie-Anne Alexander, as Trustee of the Marie-Annie Alexander Living Trust; Melissa Vagujhelyi and George Vagujhelyi, as Trustees of the George Vagujhelyi and Melissa Vagujhelyi 2001 Family Trust Agreement, u/t/a April 13, 2001; D' Arcy Nunn; Henry Nunn; Madelyn Van Der Bokke; Lee Van Der Bokke; Donald Schreifels; Robert R. Pederson, individually and as Trustee of the Pederson 1990 Trust; Lou Ann Pederson, individually and as Trustee of the Pederson 1990 Trust; Lori Ordovery; William A. Henderson, individually; Christine E. Henderson; Loren D. Parker; Suzanne C. Parker; Michael Izady; Steven Takaki; Farad Torabkhan; Sahar Tavakol; M&Y Holdings, LLC; JL&YL Holdings, LLC; Sandi Raines; R. Raghuram; Usha Raghuram; Lori K. Tokutomi; Garret Tom; Anita Tom; Ramon Fadrilan; Faye Fadrilan; Peter K. Lee and Monica L. Lee, as Trustees of the Lee Family 2002 Revocable Trust; Dominic Yin; Elias Shamieh; Jeffrey Quinn; Barbara Rose Quinn; Kenneth Riche; Maxine Riche; Norman Chandler; Benton Wan; Timothy D. Kaplan; Silkscape Inc.; Peter Cheng; Elisa Cheng; Greg A. Cameron; TMI Property Group, LLC; Richard Lutz; Sandra Lutz; Mary A. Kossick; Melvin Cheah; Di Shen; Nadine's Real Estate Investments, LLC; Ajit Gupta; Seema Gupta; Fredrick Fish; Lisa Fish; Robert A. Williams; Jacquelin Pham; May Ann Hom, as Trustee of the May Ann Hom Trust; Michael Hurley; Dominic Yin; Duane Windhorst; Marilyn Windhorst; Vinod Bhan; Anne Bhan; Guy P. Browne; Garth A. Williams; Pamela Y. Aratani; Darlene Lindgren; Laverne Roberts; Doug Mecham; Chrisine Mecham; Kwangsoo Son; Soo Yeun Moon; Johnson Akindodunse; Irene Weiss, as Trustee of the Weiss Family Trust; Pravesh Chopra; Terry Pope; Nancy Pope; James Taylor; Ryan Taylor; Ki Ham; Young Ja Choi; Sang Dae Sohn; Kuk Hyung (Connie); Sang (Mike) Yoo; Brett Menmuir, as Trustee of the Cayenne Trust; William Miner, Jr.; Chanh Truong; Elizabeth Anders Mecua;

Shepherd Mountain, LLC; Robert Brunner; Amy Brunner; Jeff Riopelle; Patricia M. Moll; and Daniel Moll.

Respondents' Counsel:

G. David Robertson
Jarrad C. Miller
Briana N. Collings
Robertson, Johnson, Miller & Williamson
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Reno, Nevada 89501
Telephone: 775.329.5600

Robert L. Eisenberg
Lemons, Grundy & Eisenberg
6005 Plumas Street, Third Floor
Reno, Nevada 89519
Telephone: 775.786.6868

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42:

N/A

6. Indicate whether appellants were represented by appointed or retained counsel in the district court:

Appellants were represented by retained counsel in the district court.

7. Indicate whether appellants are represented by appointed or retained counsel on appeal:

Appellants are represented by retained counsel on appeal.

8. Indicate whether appellants were granted leave to proceed in forma pauperis and the date of entry of the district court order granting such leave:

N/A

9. The date the proceedings commenced in the district court:

August 27, 2012.

10. Brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:

The action involves an ongoing dispute about whether Plaintiffs, as unit owners within a hotel condominium arrangement, were damaged by certain conduct of the Defendants, including awarded and alleged continuing damages based upon loss of rental income and depreciation in the

value of those units. The parties' rights and responsibilities are largely governed by a Unit Rental Agreement, Unit Maintenance Agreement and CC&Rs, (collectively referred to as "Governing Documents"). NRS Chapter 116 also governs the termination of common interest communities and sets forth the process for valuing the unit owners' interests.

After entering a default, the district court conducted a prove-up hearing from March 23, 2015 to March 25, 2015, with Findings of Fact and Conclusions of Law and Judgment entered October 9, 2015. The Court awarded \$8,318,215.54 in compensatory damages. Eventually, the district court held a hearing on July 8, 2022 and July 18, 2022 to consider punitive damages. The district court entered an Order on January 17, 2023 awarding \$9,190,521.92 in punitive damages. The Final Judgment was entered February 2, 2023. Plaintiffs filed a motion to alter or amend the Final Judgment. The district court granted the motion in part and denied it in part. An Amended Final Judgment was filed April 10, 2023. The Amended Final Judgment (along with all merged interlocutory orders, rulings, decisions, and receiver instructions/orders) is unsupported by law and the evidentiary record in this case.

11. Indicate whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding:

MEI-GSR Holdings, LLC v. Thomas, Case No. 69184

Thomas v. MEI-GSR Holdings, LLC, Case No. 70498

MEI-GSR Holdings, LLC v. Thomas, Case No. 84143

MEI-GSR Holdings, LLC v. Thomas, Case No. 85915

MEI-GSR Holdings, LLC v. Thomas, Case No. 86092

12. Indicate whether the appeal involves child custody or visitation:

This appeal does not involve child custody or visitation.

13. Indicate whether the appeal involves the possibility of settlement:

This long-running dispute is likely not appropriate for the settlement program.

...

...

AFFIRMATION

The undersigned does hereby affirm that this document does not contain the social security number of any person.

DATED this 13th day of April, 2023.

PISANELLI BICE PLLC

By: /s/ Jordan T. Smith
Jordan T. Smith, Esq., Bar No. 12097
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

*Attorneys for Defendants/Appellants
MEI-GSR Holdings, LLC;
Gage Village Commercial Development, LLC;
and AM-GSR Holdings, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that on this 13th day of April, 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **CASE APPEAL STATEMENT** to all registered participants in this matter.

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Jonathan J. Tew, Esq., SBN 11874
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Facsimile: (775) 786-9716
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/s/ Shannon Dinkel
An employee of PISANELLI BICE PLLC

SECOND JUDICIAL DISTRICT COURT

STATE OF NEVADA

COUNTY OF WASHOE

Case History - CV12-02222

Case Description: ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ41)

Case Number: CV12-02222 Case Type: OTHER CIVIL MATTERS - Initially Filed On: 8/27/2012

Party Type & Name	Parties	Party Status
JUDG - WILLIAM A. MADDOX - OJ31		Party ended on: 2/24/2021 10:53:43AM
JUDG - STEVEN KOSACH - OJ28		Party ended on: 1/29/2021 4:46:39PM
JUDG - NANCY SAITTA - OJ37		Party ended on: 9/29/2022 2:09:42PM
JUDG - ELIZABETH GONZALEZ - OJ41		Active
JUDG - SCOTT N. FREEMAN - D9		Party ended on: 1/21/2021 2:12:42PM
PLTF - DOMINIC YIN - @1228490		Active
PLTF - FREDRICK FISH - @1229082		Active
PLTF - MAY ANN HOM TRUST - @1229087		Active
PLTF - TIMOTHY D. KAPLAN - @1228448		Active
PLTF - SANG (MIKE) YOO - @1229128		Active
PLTF - MICHAEL HURLEY - @1229088		Active
PLTF - ANITA TOM - @1228486		Active
PLTF - WILLIAM BREHM MINER - @1229130		Active
PLTF - R. RAGHURAM - @1228482		Active
PLTF - CHANH TRUONG - @1229131		Active
PLTF - SANDRA LUTZ - @1228463		Active
PLTF - LORI ORDOVER - @1228459		Active
PLTF - FAYE FADRILAN - @1228488		Active
PLTF - MELVIN CHEAH - @1228466		Active
PLTF - SANG DEE SOHN - @1229115		Active
PLTF - ANNE BHAN - @1229091		Active
PLTF - NADINE'S REAL ESTATE INVESTMENTS, LLC - @1228472		Active
PLTF - DUANE WINDHORST - @1229089		Active
PLTF - MARIE-ANNIE ALEXANDER LIVING TRUST - @1228474		Active
PLTF - RICHARD LUTZ - @1228458		Active
PLTF - JEFFERY JAMES QUINN - @1228492		Active
PLTF - MARILYN WINDHORST - @1229090		Active
PLTF - M&Y HOLDINGS, LLC - @1228480		Active
PLTF - CHRISINE MECHAM - @1229099		Active
PLTF - DANIEL MOLL - @1229138		Active
PLTF - NORMAN CHANDLER - @1228444		Active
PLTF - JAMES EDWARD TAYLOR - @1229107		Active
PLTF - D'ARCY NUNN - @1228478		Active
PLTF - LORI K. TOKUTOMI - @1228484		Active
PLTF - PAMELA Y. ARATANI - @1229095		Active
PLTF - DI SHEN - @1228469		Active
PLTF - PRAVESH CHOPRA - @1229103		Active
PLTF - SOO YEUN MOON - @1229101		Active
PLTF - WILLIAM A. HENDERSON - @1228460		Active
PLTF - ELIZABETH ANDERS MECUA - @1229132		Active
PLTF - JOHNSON AKINDODUNSE - @1229102		Active
PLTF - PETER CHENG - @1228450		Active
PLTF - LOU ANN PEDERSON - @1228457		Active
PLTF - VINOD BHAN - @1168506		Active
PLTF - AJIT GUPTA - @1229080		Active
PLTF - ELISA CHENG - @1228452		Active
PLTF - FARAD TORABKHAN - @1228477		Active

PLTF - SILKSCAPE INCORPORATED - @603912	Active
PLTF - LEE VAN DER BOKKE - @1228449	Active
PLTF - PATRICIA M. MOLL - @1229137	Active
PLTF - RAMON FADRILAN - @1228487	Active
PLTF - STEVEN TAKAKI - @1228475	Active
PLTF - ROBERT BRUNNER - @1229134	Active
PLTF - SUZANNE C. PARKER - @1228470	Active
PLTF - SEEMA GUPTA - @1229081	Active
PLTF - CHRISTINE E. HENDERSON - @1228461	Active
PLTF - DONALD SCHREIFELS - @1228451	Active
PLTF - GARTH A. WILLIAMS - @1229094	Active
PLTF - HYUNG (CONNIE) KUK - @1229116	Active
PLTF - LOREN D. PARKER - @1228467	Active
PLTF - JANE DUNLAP - @1228465	Active
PLTF - SAHAR TAVAKOL - @1228479	Active
PLTF - BARBARA ROSE QUINN - @1228493	Active
PLTF - SHEPHERD MOUNTAIN, LLC - @1229133	Active
PLTF - MICHAEL IZADY - @1228473	Active
PLTF - MADELYN VAN DER BOKKE - @1228447	Active
PLTF - CAYENNE TRUST - @1229129	Active
PLTF - RYAN TAYLOR - @1229112	Active
PLTF - BENTON WAN - @1228446	Active
PLTF - MAXINE RICH - @1228443	Active
PLTF - NANCY POPE - @1229106	Active
PLTF - JEFF RIOPELLE - @1229136	Active
PLTF - YOUNG JA CHOI - @1229114	Active
PLTF - GARETT TOM - @1228485	Active
PLTF - ALBERT THOMAS - @1228462	Active
PLTF - JOHN DUNLAP - @1228468	Active
PLTF - ROBERT R. PEDERSON - @1228453	Active
PLTF - TERRY POPE - @1229105	Active
PLTF - JL&YL HOLDINGS, LLC - @1228481	Active
PLTF - TMI PROPERTY GROUP, LLC - @1228456	Active
PLTF - HENRY NUNN - @1228445	Active
PLTF - KENNETH RICH - @1228442	Active
PLTF - G. VAGUJHELYI AND M. VAGUJHELYI 2001 FAM TRUST AGR,U/D/A - @1228476	Active
PLTF - GUY P. BROWNE - @1229092	Active
PLTF - ROBERT A. WILLIAMS - @1229085	Active
PLTF - USHA RAGHURAM - @1228483	Active
PLTF - ELIAS SHAMIEH - @1228491	Active
PLTF - KI HAM - @1229113	Active
PLTF - GREG A. CAMERON - @1228454	Active
PLTF - LEE FAMILY 2002 REVOCABLE TRUST - @1228489	Active
PLTF - BARRY HAY - @1228471	Active
PLTF - MARY A. KOSSICK - @1228464	Active
PLTF - AMY BRUNNER - @1229135	Active
PLTF - DARLENE LINDGREN - @1229096	Active
PLTF - SANDI RAINES - @1162955	Active
PLTF - KWANGSOO SON - @1229100	Active

PLTF - WEISS FAMILY TRUST - @1139180	Active
PLTF - LAVERNE ROBERTS - @1229097	Active
PLTF - PEDERSON 1990 TRUST - @1228455	Active
PLTF - LISA FISH - @1229083	Active
PLTF - JACQUELIN PHAM - @1229086	Active
PLTF - DOUG MECHAM - @1229098	Active
DEFT - GRAND SIERRA RESORT UNIT-OWNER'S ASSOCIATION - @1210864	Active
DEFT - GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC - @1225220	Active
DEFT - AM-GSR HOLDINGS, LLC - @1228344	Active
DEFT - MEI-GSR HOLDINGS LLC dba GRAND SIERRA RESORT AND CASINO - @1212239	Active
ATTY - G. David Robertson, Esq. - 1001	Active
ATTY - Gayle A. Kern, Esq. - 1620	Party ended on: 1/10/2019 12:00:00AM
ATTY - Jeffrey L. Hartman, Esq. - 1607	Party ended on: 1/25/2019 12:00:00AM
ATTY - H. Stan Johnson, Esq. - 265	Party ended on: 1/10/2019 12:00:00AM
ATTY - Stefanie T. Sharp, Esq. - 8661	Active
ATTY - Jonathan J. Tew, Esq. - 11874	Party ended on: 11/22/2022 12:00:00AM
ATTY - Sean L. Brohawn, Esq. - 7618	Party ended on: 10/23/2014 12:00:00AM
ATTY - Abran E. Vigil, Esq. - 7548	Active
ATTY - H. Stan Johnson, Esq. - 0265	Party ended on: 1/10/2019 12:00:00AM
ATTY - David C. McElhinney, Esq. - 33	Active
ATTY - F. DeArmond Sharp, Esq. - 780	Active
ATTY - Jennifer K. Hostettler, Esq. - 11994	Party ended on: 2/6/2023 12:00:00AM
ATTY - Dale Kotchka-Alanes - 13168	Party ended on: 2/6/2023 12:00:00AM
ATTY - Daniel F. Polsenberg, Esq. - 2376	Party ended on: 2/6/2023 12:00:00AM
ATTY - Jarrad C. Miller, Esq. - 7093	Active
ATTY - Jordan T. Smith, Esq. - 12097	Active
ATTY - Steven B. Cohen, Esq. - 2327	Party ended on: 1/10/2019 12:00:00AM
ATTY - Mark Douglas Wray, Esq. - 4425	Party ended on: 10/4/2016 12:00:00AM
ATTY - Robert L. Eisenberg, Esq. - 950	Active
ATTY - Ann Osborne Hall, Esq. - 5447	Active
ATTY - Briana N. Collings, Esq. - 14694	Active
ATTY - Todd R. Alexander, Esq. - 10846	Active
RECV - JAMES PROCTOR - @73569	Active
RECV - RICHARD M TEICHNER - @1149052	Active

Disposed Hearings

- 1 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 8/8/2013 at 14:17:00
Extra Event Text: MOTION TO COMPEL PRODUCTION OF DOCUMENTS (MOTION) (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 9/4/2013
- 2 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/4/2013 at 13:46:00
Extra Event Text: SECOND MOTION TO COMPEL DISCOVERY RESPONSES (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 9/5/2013
- 3 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/1/2013 at 13:23:00
Extra Event Text: MOTION TO COMPEL DEPOSITION (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 10/2/2013

- 4 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/3/2013 at 12:25:00
Extra Event Text: MOTION FOR SANCTIONS (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 10/7/2013
- 5 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/4/2013 at 10:05:00
Extra Event Text: MOTION TO COMPEL DEPOSITION ON SEPTEMBER 13, 2013
Event Disposition: S200 - 10/14/2013
- 6 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 10/7/2013 at 08:00:00
Extra Event Text: MOTION FOR SANCTIONS UNDER NRCP 37(b) (PAPER ORDER NOT PROVIDED)
Event Disposition: S200 - 10/23/2013
- 7 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/8/2013 at 15:24:00
Extra Event Text: MOTION TO COMPEL DEPOSITION (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 10/14/2013
- 8 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 10/14/2013 at 08:00:00

Event Disposition: D435 - 10/14/2013
- 9 Department: D6 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 10/15/2013 at 09:00:00
Extra Event Text: P - JARRAD MILLER - 329-5800
Event Disposition: D480 - 10/15/2013
- 10 Department: D10 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 10/16/2013 at 08:00:00
Extra Event Text: SECOND PRE-TRIAL CONFERENCE (1/2 HOUR)
Event Disposition: D435 - 10/16/2013
- 11 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 10/21/2013 at 13:30:00
Extra Event Text: HEARING ON PLAINTIFF'S MOTION FOR SANCTIONS UNDER NRCP 37(b)
Event Disposition: D445 - 10/21/2013
- 12 Department: D10 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 10/21/2013 at 15:00:00

Event Disposition: D844 - 10/21/2013
- 13 Department: D10 -- Event: TRIAL - JURY -- Scheduled Date & Time: 10/21/2013 at 08:30:00
Extra Event Text: 3-WEEK JURY TRIAL (#1 SET)
Event Disposition: D844 - 10/16/2013
- 14 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 10/22/2013 at 14:00:00
Extra Event Text: CONT'D HRG ON PLAINTIFFS' MOTION FOR SANCTIONS UNDER NRCP 37(b).
Event Disposition: D445 - 10/22/2013
- 15 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 10/23/2013 at 08:30:00
Extra Event Text: CONT'D HRG ON PLAINTIFFS' MOTION FOR SANCTIONS UNDER NRCP 37(b).
Event Disposition: D435 - 10/23/2013
- 16 Department: D10 -- Event: TRIAL - JURY -- Scheduled Date & Time: 10/28/2013 at 08:30:00
Extra Event Text: 3 WEEKS
Event Disposition: D844 - 10/23/2013
- 17 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 11/5/2013 at 15:00:00
Extra Event Text: HEARING ON EX PARTE EMERGENCY MOTION TO HOLD THE DEFENDANTS IN CONTEMPT (COURT REPORTER REQUESTED BY PLAIN'
Event Disposition: D435 - 11/5/2013

- 18 Department: D10 -- Event: IN-CHAMBERS CONFERENCE -- Scheduled Date & Time: 11/19/2013 at 15:30:00
Extra Event Text: (RE: EMAILS RECOVERED)
Event Disposition: D435 - 11/19/2013
- 19 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 12/4/2013 at 09:00:00
Extra Event Text: 3 HOURS
Event Disposition: D435 - 12/4/2013
- 20 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 12/20/2013 at 16:25:00
Extra Event Text: PLAINTIFFS' BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW; DE
Event Disposition: S200 - 1/23/2014
- 21 Department: D10 -- Event: TRIAL - JURY -- Scheduled Date & Time: 1/6/2014 at 08:30:00
Extra Event Text: 2 WEEKS
Event Disposition: D843 - 12/5/2013
- 22 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/11/2014 at 16:06:00
Extra Event Text: DEFENDANTS' MOTION FOR RECONSIDERATION OF ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SACTIONS; PLA
Event Disposition: S200 - 3/13/2014
- 23 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/20/2014 at 09:25:00
Extra Event Text: DEFENDANTS' OBJECTION IN PART TO SPECIAL MSTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER; PLAINTIFFS' RESPONSE
Event Disposition: S200 - 3/13/2014
- 24 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/27/2014 at 09:25:00
Extra Event Text: MOTION TO STAY COMPLIANCE WITH SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER, PENDING JUDICIAL REV
Event Disposition: S200 - 3/13/2014
- 25 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 3/11/2014 at 13:10:00
Extra Event Text: PLTFs' MOTION FOR CASE TERMINATING SANCTIONS, DEFTS' OPPOSITION TO PLTFs' MOTION FOR CASE TERMINATION SANCTIONS /
Event Disposition: S200 - 3/27/2014
- 26 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/8/2014 at 16:59:00
Extra Event Text: PLAINTIFFS' MOTION TO HOLD DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE
Event Disposition: S200 - 4/18/2014
- 27 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 5/13/2014 at 10:53:00
Extra Event Text: PLAINTIFFS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS & REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF DO
Event Disposition: S200 - 7/7/2014
- 28 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/13/2014 at 13:52:00
Extra Event Text: PLAINTIFF'S MOTION TO COMPEL DEPOSITION AND FOR SANCTIONS & REPLY IN SUPPORT OF MOTION TO COMPEL DEPOSITION AND
Event Disposition: S200 - 5/15/2014
- 29 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 5/14/2014 at 09:00:00
Extra Event Text: HEARING REGARDING MOTION FOR CASE TERMINATING SANCTIONS (9:00 TO 5:00)(COURT REPORTER REQUESTED BY BOTH PARTIE
Event Disposition: D465 - 5/14/2014
- 30 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 7/2/2014 at 09:14:00
Extra Event Text: PLAINTIFFS' RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAIN
Event Disposition: S200 - 8/14/2014
- 31 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 8/1/2014 at 08:30:00
Extra Event Text: CONTINUATION OF HEARING REGARDING MOTION FOR CASE-CONCLUDING SANCTIONS (ALL DAY)(COURT REPORTER NEEDED)
Event Disposition: D445 - 8/1/2014

- 32 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 8/11/2014 at 14:33:00
Extra Event Text: (PLTF'S MOTION RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS TAKEN UNDER ADVISEMENT AT THE CONCLUSION OF THE
Event Disposition: S200 - 10/3/2014
- 33 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 8/11/2014 at 08:30:00
Extra Event Text: (CONT'D HRG ON PLTF'S RENEWED MOTION FOR CASE CONCLUDING SANCTIONS.)
Event Disposition: D840 - 8/11/2014
- 34 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/4/2014 at 08:24:00
Extra Event Text: MOTIOON TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE
Event Disposition: S200 - 11/5/2014
- 35 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/4/2014 at 08:26:00
Extra Event Text: MOTION FOR APPOINTMENT OF RECEIVER
Event Disposition: S200 - 11/5/2014
- 36 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/10/2014 at 14:59:00
Extra Event Text: MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) AND OPPOSITION TO PLAINTIFFS' MOTION FOR FEES AND COSTS PURS
Event Disposition: S200 - 12/10/2014
- 37 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/18/2014 at 11:47:00
Extra Event Text: MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE, FILED 10-13-14; THE DEFENDANTS' OPPOS
Event Disposition: S200 - 11/18/2014
- 38 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/18/2014 at 11:48:00
Extra Event Text: MOTION FOR APPOINTMENT OF RECEIVE FILED 10-16-14; THE DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR A RECEIVER,
Event Disposition: S200 - 11/18/2014
- 39 Department: D10 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 11/19/2014 at 13:30:00
Extra Event Text: ORAL ARGUMENT ON MOTION TO STRIKE AND MOTION FOR RECEIVER (2 HOURS) (COURT REPORTER REQUESTED BY STAN JOHNSC
Event Disposition: D425 - 11/19/2014
- 40 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 1/13/2015 at 14:00:00
Extra Event Text: HEARING REGARDING TRANSFER
Event Disposition: D435 - 1/13/2015
- 41 Department: D10 -- Event: IN-CHAMBERS CONFERENCE -- Scheduled Date & Time: 1/15/2015 at 08:00:00

Event Disposition: D435 - 1/15/2015
- 42 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 1/26/2015 at 08:30:00
Extra Event Text: HEARING/ORAL ARGUMENT TO PROVE UP DAMAGES (3-5 DAYS)COURT REPORTER REQUESTED BY PLAINTIFFS
Event Disposition: D844 - 1/15/2015
- 43 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 1/26/2015 at 08:30:00
Extra Event Text: PROVE UP HEARING (3 DAYS)
Event Disposition: D844 - 1/15/2015
- 44 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 2/4/2015 at 14:00:00
Extra Event Text: CONFERENCE ON MOTION TO STAY HEARING ON FEBRUARY 9, 2015
Event Disposition: D425 - 2/4/2015
- 45 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 2/5/2015 at 13:30:00
Extra Event Text: HEARING ON DEFENDANT'S MOTION TO STAY THE HEARING ON DAMAGES SET FOR FEBRUARY 9, 2015
Event Disposition: D844 - 2/4/2015

- 46 Department: D10 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 2/6/2015 at 08:30:00
Event Disposition: D845 - 2/4/2015
- 47 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 2/9/2015 at 08:30:00
Extra Event Text: HEARING TO PROVE UP DAMAGES (3 DAYS) (COURT REPORTER REQUESTED)
Event Disposition: D845 - 2/4/2015
- 48 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/23/2015 at 08:30:00
Extra Event Text: HEARING TO PROVE UP DAMAGES (3 DAYS) COURT REPORTER REQUESTED BY PLAINTIFFS
Event Disposition: D498 - 3/23/2015
- 49 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/24/2015 at 08:30:00
Extra Event Text: (ONGOING PROVE UP HEARING)
Event Disposition: D498 - 3/24/2015
- 50 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/25/2015 at 08:30:00
Extra Event Text: (ONGOING PROVE-UP HRG; CLOSING ARGUMENTS.)
Event Disposition: D435 - 3/25/2015
- 51 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/27/2015 at 09:00:00
Extra Event Text: MATTER TAKEN UNDER ADVISEMENT AFTER HEARING AND AFTER ADDITIONAL MATERIAL PROVIDED
Event Disposition: S200 - 6/15/2015
- 52 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/20/2015 at 14:27:00
Extra Event Text: PLAINTIFF'S EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE FILED 4-27-15 -
Event Disposition: S200 - 6/15/2015
- 53 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/12/2015 at 13:17:00
Extra Event Text: PLAINTIFFS' EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE FILED 4-27-15
Event Disposition: S200 - 6/15/2015
- 54 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/19/2015 at 10:21:00
Extra Event Text: DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFF'S MEMORANDUM OF SUPPLEMENTAL EVIDENCE PUR:
Event Disposition: S200 - 8/7/2015
- 55 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 8/7/2015 at 04:00:00
Extra Event Text: COURT NEEDS TO DECIDE ISSUE OF DAMAGES
Event Disposition: S200 - 10/9/2015
- 56 Department: D10 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 10/22/2015 at 15:15:00
Event Disposition: D435 - 10/22/2015
- 57 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/5/2015 at 15:06:00
Extra Event Text: MOTION -
Event Disposition: S200 - 12/9/2015
- 58 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/25/2015 at 09:02:00
Extra Event Text: PLAINTIFFS' MOTION FOR ATTORNEYS' FEES; DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEYS' FEES; REPLY IN SUPPORT OF
Event Disposition: S200 - 12/9/2015
- 59 Department: D10 -- Event: IN-CHAMBERS CONFERENCE -- Scheduled Date & Time: 12/2/2015 at 16:00:00
Extra Event Text: (CONFERENCE CALL RE: DEFENDANTS' MOTION TO DISMISS, FILED 12/1/15)
Event Disposition: D435 - 12/2/2015

- 60 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 12/10/2015 at 13:30:00
Extra Event Text: HEARING ON PUNITIVE DAMAGES (1:30-5:00 P.M.)(COURT REPORTER REQUESTED BY JARRAD MILLER, ESQ.)
Event Disposition: D845 - 12/2/2015
- 61 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/11/2015 at 10:43:00
Extra Event Text: DEFENDANT'S MOTION TO RETAX PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS
Event Disposition: S200 - 12/17/2015
- 62 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/30/2015 at 10:18:00
Extra Event Text: DEFENDANT'S MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION
Event Disposition: S200 - 1/7/2016
- 63 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 2/8/2016 at 13:30:00
Extra Event Text: HEARING ON MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION (1:30-5:00)(COURT REPORTER REQUESTED BY JARRAD MILLER, ESQ.)
Event Disposition: D445 - 2/8/2016
- 64 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 3/2/2016 at 16:56:00
Extra Event Text: (COURT TOOK THE DEFTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION UNDER ADVISEMENT AT THE CONCLUSION OF THE HEARING)
Event Disposition: S200 - 5/9/2016
- 65 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/2/2016 at 13:30:00
Extra Event Text: CONTINUATION OF HEARING ON MOTION TO DISMISS (1:30-5:00)(COURT REPORTER REQUESTED BY BOTH PARTIES)
Event Disposition: D840 - 3/2/2016
- 66 Department: D10 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 4/5/2016 at 15:00:00
Extra Event Text: TELEPHONIC CONFERENCE REGARDING TIMING ISSUE (1/2 HOUR)(JEFF HARTMAN WILL SET UP CONFERENCE CALL)
Event Disposition: D435 - 4/5/2016
- 67 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/24/2016 at 14:07:00
Extra Event Text: REPLY IN SUPPORT OF MOTION TO RETAX COSTS
Event Disposition: S200 - 8/29/2016
- 68 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 7/5/2016 at 12:19:00
Extra Event Text: DEFT'S MOTION FOR ATTORNEY'S FEES AND COSTS
Event Disposition: S200 - 8/29/2016
- 69 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/31/2018 at 15:44:00
Extra Event Text: MOTION TO ALTER OR AMEND JUDGMENT: MOTION FOR RECONSIDERATION
Event Disposition: S200 - 3/7/2019
- 70 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 1/22/2019 at 09:46:00
Extra Event Text: MOTION TO SUBSTITUTE RECEIVER
Event Disposition: S200 - 1/24/2019
- 71 Department: D10 -- Event: STATUS HEARING -- Scheduled Date & Time: 1/23/2019 at 09:00:00
Extra Event Text: STATUS HEARING (1/2 HOUR)(COURT REPORTER REQUESTED BY BOTH PARTIES)
Event Disposition: D425 - 1/23/2019
- 72 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 1/25/2019 at 16:12:00
Extra Event Text: MOTION FOR INSTRUCTION TO RECEIVER
Event Disposition: S200 - 2/15/2019
- 73 Department: B -- Event: DISCOVERY DISPUTE CONF -- Scheduled Date & Time: 3/6/2019 at 14:00:00
Extra Event Text: Discovery Dispute Hearing Requested by Plaintiff
Event Disposition: D435 - 3/6/2019

- 74 Department: D10 -- Event: STATUS HEARING -- Scheduled Date & Time: 3/14/2019 at 15:00:00
Extra Event Text: STATUS HEARING (1 HOUR)(COURT REPORTER REQUESTED BY DEFENDANTS)
Event Disposition: D435 - 3/14/2019
- 75 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/2/2019 at 15:31:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING COMPS AND RESORT FEES
Event Disposition: S200 - 5/24/2019
- 76 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/22/2019 at 15:23:00
Extra Event Text: RECONSIDERATION MOTION
Event Disposition: S200 - 5/13/2019
- 77 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/6/2019 at 13:53:00
Extra Event Text: MOTION TO SUBSTITUTE PARTY - PEDERSON FILED 3/19/19
Event Disposition: S200 - 5/8/2019
- 78 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/6/2019 at 13:51:00
Extra Event Text: MOTION TO SUBSTITUTE PARTY - THOMAS FILED 3/19/19
Event Disposition: S200 - 5/8/2019
- 79 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/6/2019 at 13:50:00
Extra Event Text: MOTION TO SUBSTITUTE PARTY - WEISS FILED 3/19/19
Event Disposition: S200 - 5/8/2019
- 80 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/7/2019 at 09:06:00
Extra Event Text: DEFENDANTS PAGE LIMIT MOTION
Event Disposition: S200 - 5/13/2019
- 81 Department: B -- Event: DISCOVERY DISPUTE CONF -- Scheduled Date & Time: 5/9/2019 at 14:00:00
Extra Event Text: DISCOVERY DISPUTE CONFERENCE
Event Disposition: D435 - 5/9/2019
- 82 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/17/2019 at 09:29:00
Extra Event Text: Defendants' Motion To Set Aside Judgment Or In The Alternative To Amend Judgment
Event Disposition: S200 - 6/25/2019
- 83 Department: D10 -- Event: STATUS HEARING -- Scheduled Date & Time: 5/24/2019 at 13:30:00
Extra Event Text: STATUS HEARING (1 HOUR)(COURT REPT. REQUESTED BY ALL PARTIES)
Event Disposition: D260 - 5/24/2019
- 84 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/26/2019 at 11:46:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING DEEP CLEANING FEE DISGORGEMENT AND DEEP CLEANING FEE CHARGE G
Event Disposition: S200 - 9/3/2019
- 85 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 6/26/2019 at 11:45:00
Extra Event Text: THIRD MOTION TO COMPEL DISCOVERY RESPONSES
Event Disposition: S200 - 8/5/2019
- 86 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 7/25/2019 at 14:00:00
Extra Event Text: HEARING ON DEFENDANT'S MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT (3 HOURS)(COURT RE
Event Disposition: D435 - 7/25/2019
- 87 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 8/5/2019 at 09:00:00
Extra Event Text: DEFENDANT'S MOTION TO SET ASIDE JUDGMENT
Event Disposition: S200 - 10/2/2019

- 88 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2019 at 12:07:00
Extra Event Text: REQUEST FOR SUBMISSION OF DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING RESERVE AMOUNTS
Event Disposition: S200 - 9/12/2019
- 89 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2019 at 11:43:00
Extra Event Text: REQUEST FOR SUBMISSION OF DEFENDANTS MOTION FOR PERMISSION TO MAKE SPECIAL ASSESSMENT AND COLLECT DEEP CLEA
Event Disposition: S200 - 9/12/2019
- 90 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2019 at 17:00:00
Extra Event Text: DEFENDANTS' MOTION FOR PROTECTIVE ORDER, FILED ON JUNE 24, 2019; PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR
Event Disposition: S200 - 10/22/2019
- 91 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2019 at 17:00:00
Extra Event Text: DEFENDANTS' OBJECTION TO DISCOVERY COMMISSIONER'S AUGUST 5, 2019 RECOMMENDATION FOR ORDER, FILED ON AUGUST 13
Event Disposition: S200 - 11/1/2019
- 92 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/11/2019 at 08:00:00
Extra Event Text: DEFENDANTS' MOTION FOR CLARIFICATION OF THE 10/9/15 FINDINGS OF FACT, CONCLUSION OF LAW, AND JUDGMENT, FILED ON 6/2
Event Disposition: S200 - 9/12/2019
- 93 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 10/22/2019 at 09:00:00
Extra Event Text: DISCOVERY DISPUTE HEARING
Event Disposition: D435 - 10/22/2019
- 94 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 10/30/2019 at 13:30:00
Extra Event Text: HEARING ON 2 MOTIONS FOR INSTRUCTION TO RECEIVER, MOTION FOR PERMISSION TO MAKE SPECIAL ASSESSMENT DEEP CLEAN
Event Disposition: D430 - 10/30/2019
- 95 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/12/2019 at 17:00:00
Extra Event Text: DEFT MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGME
Event Disposition: S200 - 12/16/2019
- 96 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/12/2019 at 14:09:00
Extra Event Text: MOTION TO SUBSTITUTE PARTY - TORABKHAM
Event Disposition: S200 - 12/12/2019
- 97 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/23/2019 at 12:30:00
Extra Event Text: MOTION TO TERMINATE UNIT RENTAL AGREEMENT (NO ORDER PROVIDED)
Event Disposition: S200 - 2/12/2020
- 98 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 1/28/2020 at 08:55:00
Extra Event Text: MOTION FOR LEAVE TO FILE SUR-REPLY IN SUPPORT OF OPPOSITION TO MOTION TO TERMINATE UNIT RENTAL AGREEMENT (NO OR
Event Disposition: S200 - 2/12/2020
- 99 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/28/2020 at 12:58:00
Extra Event Text: PLAINTIFFS MOTION FOR INSTRUCTIONS TO RECEIVER
Event Disposition: S200 - 3/3/2020
- 100 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 3/17/2020 at 14:10:00
Extra Event Text: MOTION FOR LEAVE TO FILE SUR-REPLY TO PLAINTIFF'S MOTION FOR INSTRUCTION TO RECEIVER (ORDER ATTACHED)
Event Disposition: S200 - 4/2/2020
- 101 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 4/8/2020 at 09:00:00
Extra Event Text: HEARING ON MOTION TO TERMINATE AND ON MOTION FOR INSTRUCTIONS TO RECEIVER(3 HOURS)(COURT REPT. REQUESTED BY I
Event Disposition: D844 - 3/24/2020

- 102 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/17/2020 at 10:23:00
Extra Event Text: Motion for Instructions to Receiver on March 16, 2020. Defendants' Opposition to Plaintiffs' Motion for Instructions to Receiver was filed April 3, 2021
Event Disposition: S200 - 4/23/2020
- 103 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 5/20/2020 at 09:00:00
Extra Event Text: HEARING ON MOTION TO TERMINATE AND ON MOTION FOR INSTRUCTIONS TO RECEIVER(3 HOURS)(COURT REPT. REQUESTED BY I
Event Disposition: D445 - 5/20/2020
- 104 Department: D10 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 6/2/2020 at 09:00:00
Extra Event Text: (CONTINUED ORAL ARGUMENTS ON THE 3 PENDING MOTIONS - 5 HOURS - COURT REPORTER REQUESTED.)
Event Disposition: D445 - 6/2/2020
- 105 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 6/16/2020 at 13:30:00
Extra Event Text: HEARING ON MOTION FOR CONTINUANCE (1/2 HOUR) COURT REPT. NEEDED
Event Disposition: D355 - 6/16/2020
- 106 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/16/2020 at 16:26:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE
Event Disposition: S200 - 8/11/2020
- 107 Department: D10 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 6/17/2020 at 13:30:00
Extra Event Text: CONT'D FROM 5/20/20 & 6/2/20; 1:30PM-5PM; COURT REPORTER NEEDED.
Event Disposition: D445 - 6/17/2020
- 108 Department: D10 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 7/9/2020 at 09:00:00
Extra Event Text: (CONT'D FROM 5/20/20, 6/2/20 AND 6/17/20; 9AM-5PM; COURT REPORTER NEEDED.)
Event Disposition: D435 - 7/9/2020
- 109 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 7/14/2020 at 10:46:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECIVEER REGARDING REIN=MBURSEMENT OF CAPITAL EXPENDITURES (NO ORDER PROVIDED)
Event Disposition: S200 - 10/12/2020
- 110 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 7/30/2020 at 16:08:00
Extra Event Text: MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD (NO ORDER PROVIDED)
Event Disposition: S200 - 10/12/2020
- 111 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 8/3/2020 at 09:00:00
Extra Event Text: MOTION TO TERMINATE UNIT RENTAL AGREEMENT AND MOTIONS FOR INSTRUCTIONS TO RECIEVER (TAKEN UNDER ADVISEMENT AF
Event Disposition: S200 - 10/12/2020
- 112 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 9/22/2020 at 14:43:00
Extra Event Text: PLAINTIFFS FOURTH MOTION TO COMPEL DISCOVERY RESPONSES
Event Disposition: S200 - 11/24/2020
- 113 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/14/2020 at 13:47:00
Extra Event Text: PLAINTIFFS REQUEST FOR CLARIFICATION OF THE OCTOBER 12, 2020 ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER
Event Disposition: S200 - 11/2/2020
- 114 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/25/2020 at 13:06:00
Extra Event Text: EMERGENCY MOTION FOR CLARIFICATION (NO ORDER)
Event Disposition: S200 - 12/24/2020
- 115 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/3/2020 at 10:08:00
Extra Event Text: MOTION FOR APPOINTMENT OF LAW FIRM ROBISON, SHARP, SULLIVAN AND BRUST FOR COURT-APPOINTED RECEIVER RICHARD M.
Event Disposition: S200 - 11/5/2021

- 116 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 1/6/2021 at 09:04:00
Extra Event Text: CASE BE TRANSFERRED TO ANOTHER DEPARTMENT (NO ORDER)
Event Disposition: S200 - 1/8/2021
- 117 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 1/20/2021 at 09:00:00
Extra Event Text: HEARING ON MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING CAPITAL EXPENDITURES AND MOTION FOR PUNITIVE DAMAGE
Event Disposition: D855 - 1/8/2021
- 118 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/27/2021 at 11:23:00
Extra Event Text: Stipulated [Proposed] Amended Protective Order Concerning Confidential Information Produced On Or After September 25, 2019
Event Disposition: S200 - 11/10/2022
- 119 Department: D9 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 1/28/2021 at 13:30:00
Extra Event Text: RE: REASSIGNMENT
Event Disposition: D845 - 1/26/2021
- 120 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/5/2021 at 09:59:00
Extra Event Text: Defendants' Motion For Leave To File Motion For Reconsideration Of
Event Disposition: S200 - 9/29/2021
- 121 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/5/2021 at 17:00:00
Extra Event Text: Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020 Order Granting Motion For Clarification and Request For He
Event Disposition: S200 - 11/28/2022
- 122 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/1/2021 at 10:34:00
Extra Event Text: PROPOSED ORDER TO SHOW CAUSE
Event Disposition: S200 - 10/7/2021
- 123 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/2/2021 at 15:18:00
Extra Event Text: [Proposed] Order Setting Status Conference
Event Disposition: S200 - 10/7/2021
- 124 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/3/2021 at 12:31:00
Extra Event Text: Order Setting Status Conference
Event Disposition: S200 - 10/7/2021
- 125 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/4/2021 at 13:58:00
Extra Event Text: Emergency Motion To Stay Enforcement of December 24, 2020 Order Pending Hearing and Ruling on Motion For Reconsideration
Event Disposition: S200 - 11/28/2022
- 126 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/11/2021 at 11:07:00
Extra Event Text: Order Denying Defendants' Motion for Leave
Event Disposition: S200 - 10/7/2021
- 127 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/22/2021 at 14:23:00
Extra Event Text: Order Granting Defendants' Motion For Leave and Defendants' Motion To Stay
Event Disposition: S200 - 10/7/2021
- 128 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 5/4/2021 at 17:00:00
Extra Event Text: Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants
Event Disposition: S200 - 1/4/2022
- 129 Department: D9 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 5/5/2021 at 16:00:00
Extra Event Text: VIA ZOOM
Event Disposition: D435 - 5/5/2021

- 130 Department: D9 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 5/14/2021 at 08:00:00
Extra Event Text: DEFTS' MTN FOR LEAVE TO FILE MTN FOR RECONSIDERATION OF 12/24/20 ORDER
Event Disposition: D450 - 5/14/2021
- 131 Department: OJ -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 5/27/2021 at 15:00:00
Extra Event Text: DEFTS' MTN FOR LEAVE TO FILE MTN FOR RECONSIDERATION OF 12/24/20 ORDER
Event Disposition: D840 - 5/27/2021
- 132 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 7/1/2021 at 13:49:00
Extra Event Text: EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER
Event Disposition: S200 - 1/4/2022
- 133 Department: D9 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 7/2/2021 at 14:00:00
Extra Event Text: HEARING REQUESTED BY THE COURT RE: RECEIVER ISSUE
Event Disposition: D435 - 7/2/2021
- 134 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2021 at 17:27:00
Extra Event Text: FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ATTACHED AS EX1
Event Disposition: S200 - 10/7/2021
- 135 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/21/2021 at 15:19:00
Extra Event Text: PLAINTIFFS MOTION TO STAY SPECIAL ASSESSMENT ON AUG 20, 2021
Event Disposition: S200 - 1/4/2022
- 136 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/22/2021 at 16:16:00
Extra Event Text: RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE WIT
Event Disposition: S200 - 1/4/2022
- 137 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 9/30/2021 at 08:00:00
Extra Event Text: ZOOM
Event Disposition: D435 - 9/30/2021
- 138 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 10/5/2021 at 16:31:00
Extra Event Text: PROPOSED ORDER REGARDING RECEIVER'S AUGUST 16, 2021 ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES L
Event Disposition: S200 - 10/7/2021
- 139 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 10/18/2021 at 12:03:00
Extra Event Text: RECEIVER'S EX PARTE MOTION FOR ORDER SHORTENING TIME FOR DETERMINATION OF RECEIVER'S MOTION FOR ORDERS & INST
Event Disposition: S200 - 10/24/2021
- 140 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 10/25/2021 at 17:45:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECEIVER ON SEPT 28, 2021
Event Disposition: S200 - 1/4/2022
- 141 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/25/2021 at 10:48:00
Extra Event Text: RECEIVER'S MOTION FOR ORDERS AND INSTRUCTIONS
Event Disposition: S200 - 1/4/2022
- 142 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 11/3/2021 at 12:16:00
Extra Event Text: MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES ('MOTION') ON JUNE 24, 2021
Event Disposition: S200 - 1/4/2022
- 143 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 11/5/2021 at 16:00:00
Extra Event Text: ZOOM
Event Disposition: D435 - 11/5/2021

- 144 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 11/8/2021 at 15:59:00
Extra Event Text: DEFENDANTS MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE
Event Disposition: S200 - 11/14/2022
- 145 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 11/17/2021 at 14:34:00
Extra Event Text: 17 PROPOSED ORDERS
Event Disposition: S200 - 12/1/2022
- 146 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/23/2021 at 16:03:00
Extra Event Text: Defendant's Request to Submit Proposed Orders
Event Disposition: S200 - 12/1/2022
- 147 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/28/2021 at 16:34:00
Extra Event Text: Proposed Order Denying Receiver's Request to Approve Updated Fees and Order to Conduct New Calculations.
Event Disposition: S200 - 12/1/2022
- 148 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/30/2021 at 14:47:00
Extra Event Text: Motion For Dismissal Of Claims Of Deceased Party Plaintiffs Due To Untimely Filing Of Notice or Suggestion Of Death And Motion To Substitute Pa
Event Disposition: S200 - 11/18/2022
- 149 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/30/2021 at 15:05:00
Extra Event Text: Proposed Order Denying Plaintiff's Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings
Event Disposition: S200 - 12/1/2022
- 150 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 10:00:00
Extra Event Text: Order Granting Defendants' Emergency Motion to Stay Enforcement of 12/24/2020 Order pending Hearing and Ruling on Motion for Reconsideration
Event Disposition: S200 - 12/1/2022
- 151 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 08:51:00
Extra Event Text: [PROPOSED] ORDER DENYING PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HI
Event Disposition: S200 - 12/1/2022
- 152 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 10:09:00
Extra Event Text: Order Granting Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures
Event Disposition: S200 - 12/1/2022
- 153 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 10:05:00
Extra Event Text: Order Granting Defendant's Motion for Leave to File Motion for Reconsideration of December 24, 2020, Order Granting Motion for Clarification and f
Event Disposition: S200 - 12/1/2022
- 154 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 08:55:00
Extra Event Text: Order Denying Plaintiffs' Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification
Event Disposition: S200 - 12/1/2022
- 155 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/13/2022 at 16:15:00
Extra Event Text: Motion For Relief From Obligation To Supplement Under NRCP 26(e)(1) and Motion to Reinstate Attorney-Client Privilege
Event Disposition: S200 - 11/21/2022
- 156 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/4/2022 at 10:03:00
Extra Event Text: REQUEST FOR SUBMISSION OF PROPOSED ORDERS
Event Disposition: S200 - 12/1/2022
- 157 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 2/4/2022 at 12:00:00
Extra Event Text: ZOOM
Event Disposition: D435 - 2/4/2022

- 158 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/14/2022 at 16:06:00
Extra Event Text: 1. [PROPOSED] OMNIBUS ORDER REGARDING (1) PLAINTIFFS' MOTION TO EXPEDITE RULINGS OR STAY; (2) PLAINTIFFS' MOTION FOR
Event Disposition: S200 - 12/1/2022
- 159 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/14/2022 at 17:14:00
Extra Event Text: [PROPOSED] ORDER GRANTING DEFENDANTS' MOTION TO DISCHARGE RECEIVER AND TERMINATE THE RECEIVERSHIP BE RE-SUBM
Event Disposition: S200 - 12/1/2022
- 160 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/14/2022 at 16:39:00
Extra Event Text: 1. [PROPOSED] OMNIBUS ORDER REGARDING (1) PLAINTIFFS' MOTION TO EXPEDITE RULINGS OR STAY; (2) PLAINTIFFS' MOTION FOR
Event Disposition: S200 - 12/1/2022
- 161 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/14/2022 at 14:19:00
Extra Event Text: MOTION (PROPOSED ORDER EX1)
Event Disposition: S200 - 12/1/2022
- 162 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/17/2022 at 14:34:00
Extra Event Text: REQUESTS THAT THE MATTERS ADDRESSED IN BRIEFING SUBMITTED BY THE RECEIVER AND THE PARTIES REGARDING THE PAYME
Event Disposition: S200 - 11/14/2022
- 163 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/28/2022 at 13:02:00
Extra Event Text: EMERGENCY MOTION TO STAY ENFORCEMENT OF THE COURT'S SEVEN ORDERS ENTERED JAN 4, 2022 PENDING HEARING AND RUL
Event Disposition: S200 - 11/14/2022
- 164 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/10/2022 at 14:45:00
Extra Event Text: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING AS MOOT DEFENDANTS' EMERGENCY MOTION TO
Event Disposition: S200 - 11/14/2022
- 165 Department: SJ1 -- Event: HEARING... -- Scheduled Date & Time: 3/11/2022 at 10:00:00
Extra Event Text: ZOOM (PLAINTIFF'S EX-PARTE MOTION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION)
Event Disposition: D435 - 3/11/2022
- 166 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/15/2022 at 14:40:00
Extra Event Text: 1. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFFS' MO
Event Disposition: S200 - 11/14/2022
- 167 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/25/2022 at 09:00:00
Extra Event Text: IN-PERSON (MOTION FOR PRELIMINARY INJUNCTION)
Event Disposition: D435 - 3/25/2022
- 168 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/31/2022 at 16:13:00
Extra Event Text: Order Granting Preliminary Injunction
Event Disposition: S200 - 12/1/2022
- 169 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 4/4/2022 at 10:50:00
Extra Event Text: PROPOSED ORDER DENYING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION
Event Disposition: S200 - 12/1/2022
- 170 Department: D10 -- Event: MOTION TO DISMISS... -- Scheduled Date & Time: 4/8/2022 at 12:00:00
Extra Event Text: ZOOM
Event Disposition: D840 - 4/8/2022
- 171 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 4/15/2022 at 14:06:00
Extra Event Text: PROPOSED ORDER GRANTING DEFENDANTS EX PARTE APPLICATION FOR INTERIM STAY OF ORDER GRANTING PLAINTIFFS' SUPPLE
Event Disposition: S200 - 11/14/2022

- 172 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 4/26/2022 at 15:26:00
Extra Event Text: ORDER DENYING MOTION TO DISMISS PURSUANT TO NRCP 41(e) (PROPOSED ORDER EX1)
Event Disposition: S200 - 11/18/2022
- 173 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 4/27/2022 at 13:23:00
Extra Event Text: PROPOSED ORDER GRANTING DEFENDANTS' MOTION TO DISMISS PURSUANT TO NRCP 41(E)
Event Disposition: S200 - 11/18/2022
- 174 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 5/2/2022 at 16:41:00
Extra Event Text: Proposed Order Denying Plaintiffs' Motion for Preliminary Injunction
Event Disposition: S200 - 12/1/2022
- 175 Department: OJ -- Event: STATUS HEARING -- Scheduled Date & Time: 5/20/2022 at 12:00:00
Extra Event Text: ZOOM (TO DISCUSS PROCEDURE FOR PUNITIVE DAMAGES)
Event Disposition: D445 - 5/20/2022
- 176 Department: OJ -- Event: HEARING... -- Scheduled Date & Time: 5/24/2022 at 08:00:00
Extra Event Text: ZOOM (HRG ON MOTION FOR ORDER TO SHOW CAUSE)
Event Disposition: D840 - 5/24/2022
- 177 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 5/27/2022 at 14:18:00
Extra Event Text: ORDER DENYING PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTI
Event Disposition: S200 - 12/1/2022
- 178 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 5/27/2022 at 16:09:00
Extra Event Text: ORDER TO SHOW CAUSE (PROPOSED ORDER EX1)
Event Disposition: S200 - 12/1/2022
- 179 Department: OJ -- Event: HEARING... -- Scheduled Date & Time: 7/8/2022 at 09:00:00
Extra Event Text: IN-PERSON (MOTION FOR PUNITIVE DAMAGES - PHASE 1; CRTRM TBD)
Event Disposition: D840 - 7/8/2022
- 180 Department: D8 -- Event: HEARING... -- Scheduled Date & Time: 7/18/2022 at 09:00:00
Extra Event Text: IN-PERSON IN D8 COURTROOM (MOTION FOR PUNITIVE DAMAGES - PHASE 2)
Event Disposition: D435 - 7/18/2022
- 181 Department: SJ1 -- Event: HEARING... -- Scheduled Date & Time: 7/21/2022 at 09:00:00
Extra Event Text: IN-PERSON (MOTION FOR PUNITIVE DAMAGES - PHASE 2 CONT'D)
Event Disposition: D845 - 7/18/2022
- 182 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 8/19/2022 at 16:34:00
Extra Event Text: LIST OF PENDING MOTIONS REQUIRING ADJUDICATION SUBMITTED WITH THIS REQUEST FOR SUBMISSION ARE 9 PROPOSED ORDE
Event Disposition: S200 - 12/1/2022
- 183 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 8/22/2022 at 10:34:00
Extra Event Text: 9 PROPOSED ORDERS FOR THE COURT'S CONSIDERATION AND TO ASSIST IN ITS ADJUDICATION OF THE OUSTANDING MOTIONS
Event Disposition: S200 - 12/1/2022
- 184 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:06:00
Extra Event Text: PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE (MOTION) ON SEPT 27, 2021 submitted November 5, 2021
Event Disposition: S200 - 2/1/2023
- 185 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:12:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEPT OF COURT ON FEB. 1, 2022
Event Disposition: S200 - 2/1/2023

- 186 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:10:00
Extra Event Text: ORDER DENYING, WITHOUT PREJUDICE, PLAINTIFFS MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD submitted December 23, 2021
Event Disposition: S200 - 1/17/2023
- 187 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:08:00
Extra Event Text: Ex Parte Motion for Order Shortening Time submitted November 18, 2021
Event Disposition: S200 - 12/5/2022
- 188 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:16:00
Extra Event Text: Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures, submitted for decision on July 14, 2020
Event Disposition: S200 - 1/26/2023
- 189 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:13:00
Extra Event Text: Motion for Order to Show Cause as to Why the Defendants Should Not Be Held in Contempt of Court submitted April 5, 2022
Event Disposition: S200 - 2/1/2023
- 190 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:04:00
Extra Event Text: MOTION FOR FEES (NO ORDER) submitted March 3, 2021
Event Disposition: S200 - 3/16/2023
- 191 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:03:00
Extra Event Text: Motion for Fees Pursuant to NRCP 37 submitted March 3, 2021
Event Disposition: S200 - 3/16/2023
- 192 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:02:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT submitted February 1, 2023
Event Disposition: S200 - 2/1/2023
- 193 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:15:00
Extra Event Text: DEFENDANTS PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER DENYING PLAINTIFFS' REQUEST FOR PUNITIVE DAMAGES submitted December 23, 2021
Event Disposition: S200 - 1/17/2023
- 194 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:07:00
Extra Event Text: Motion for Leave to File Motion for Reconsideration and Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting Defendants' Motion for Summary Judgment submitted November 18, 2021
Event Disposition: S200 - 11/28/2022
- 195 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:14:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST FOR PUNITIVE DAMAGES submitted December 23, 2021
Event Disposition: S200 - 2/1/2023
- 196 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:05:00
Extra Event Text: Motion for Instructions to Receiver to Take Over Control of Rents, Dues, Revenues, and Bank Accounts submitted April 21, 2021
Event Disposition: S200 - 1/26/2023
- 197 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:11:00
Extra Event Text: Motion for Order to Show Cause submitted December 23, 2021
Event Disposition: S200 - 2/1/2023
- 198 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:09:00
Extra Event Text: Emergency Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings submitted November 30, 2021
Event Disposition: S200 - 12/5/2022
- 199 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:01:00
Extra Event Text: Plaintiffs Motion in Support of Punitive Damages Award submitted July 30, 2020
Event Disposition: S200 - 1/17/2023

- 200 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 10/21/2022 at 12:43:00
Extra Event Text: MOTION TO STRIKE DEFENDANT'S PEREMPTORY CHALLENGE OF JUDGE - BINDER BUILT
Event Disposition: S200 - 11/2/2022
- 201 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/15/2022 at 15:56:00
Extra Event Text: MOTION REQUESTING THAT THE COURT STRIKE OR DECLINE TO CONSIDER RECEIVER'S LETTER DATED NOV. 14, 2022 TO SENIOR JL
Event Disposition: S200 - 1/25/2023
- 202 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/19/2022 at 15:29:00
Extra Event Text: RECEIVER'S OMNIBUS REPLY TO THE PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS
Event Disposition: S200 - 1/26/2023
- 203 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/4/2023 at 14:40:00
Extra Event Text: PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON PLAINTIFFS' MOTION FOR PUNITIVE DAMAGES (PROPOSED C
Event Disposition: S200 - 1/17/2023
- 204 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/17/2023 at 14:16:00
Extra Event Text: MOTION TO COMPEL RECEIVER TO PREPARE REPORT ON DEENDANTS' REQUEST FOR REIMBURSEMENT OF CAPITAL EXPENDITURE
Event Disposition: S200 - 2/6/2023
- 205 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/17/2023 at 16:16:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE
Event Disposition: S200 - 2/6/2023
- 206 Department: OJ -- Event: MOTION ... -- Scheduled Date & Time: 1/18/2023 at 15:30:00
Extra Event Text: ZOOM | MOTION FOR INSTRUCTION
Event Disposition: D430 - 1/18/2023
- 207 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/20/2023 at 12:16:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE ON DEC. 29, 2022
Event Disposition: S200 - 2/6/2023
- 208 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/20/2023 at 14:14:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE ON DEC. 28, 2022
Event Disposition: S200 - 2/6/2023
- 209 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/25/2023 at 17:34:00
Extra Event Text: PROPOSED ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER
Event Disposition: S200 - 1/26/2023
- 210 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/1/2023 at 15:13:00
Extra Event Text: PROPOSED FORM OF FINAL JUDGMENT ATTACHED AS EXHIBIT A
Event Disposition: S200 - 2/2/2023
- 211 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/1/2023 at 14:53:00
Extra Event Text: DEFENDANTS' PROPOSED FINAL JUDGMENT
Event Disposition: S200 - 2/2/2023
- 212 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/2/2023 at 14:40:00
Extra Event Text: MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION ON JAN. 19, 2023
Event Disposition: S200 - 2/6/2023
- 213 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/21/2023 at 15:17:00
Extra Event Text: PLAINTIFFS EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS TERMINATING THE GRAND SIEF
Event Disposition: S200 - 3/16/2023

- 214 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/24/2023 at 12:15:00
Extra Event Text: RECEIVER'S CALCULATIONS CONTAINED IN EXHIBIT 1 ATTACHED TO RECEIVER'S OMNIBUS REPLY TO PARTIES OPPOSITIONS TO THE
Event Disposition: S200 - 1/26/2023
- 215 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/2/2023 at 16:49:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECEIVER CONCERNING TERMINATION OF THE
Event Disposition: S200 - 1/26/2023
- 216 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/7/2023 at 16:29:00
Extra Event Text: DEFENDANTS MOTION TO COMPEL
Event Disposition: S200 - 2/6/2023
- 217 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/7/2023 at 17:13:00
Extra Event Text: EX PARTE MOTION TO SHORTEN TIME AND NOT DEFENDANTS MOTION TO CONTINUE TRIAL
Event Disposition: S200 - 3/10/2023
- 218 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/9/2023 at 15:13:00
Extra Event Text: MOTION TO ALTER OR AMEND FINAL JUDGMENT ON FEB. 8, 2023
Event Disposition: S200 - 3/27/2023
- 219 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/13/2023 at 10:00:00
Extra Event Text: MOTION TO MODIFY AND TERMINATE RECEIVERSHIP AND APPROVE SALE OF CONDOMINIUM HOTEL
Event Disposition: S200 - 3/27/2023
- 220 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/14/2023 at 16:56:00
Extra Event Text: MOTION TO CONTINUE APRIL 3, 2023 TRIAL
Event Disposition: S200 - 3/15/2023
- 221 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/22/2023 at 17:22:00
Extra Event Text: DEFENDANTS RENEWED APPLICATION FOR STAY
Event Disposition: S200 - 3/28/2023
- 222 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/24/2023 at 12:24:00
Extra Event Text: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF (1) JANUARY 26, 2023 ORDER DENYING DEFENDANTS' MOTION FOR
Event Disposition: S200 - 3/28/2023
- 223 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/27/2023 at 15:13:00
Extra Event Text: DEFENDANTS RENEWED APPLICATION FOR STAY OF ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES (MOTION) FI
Event Disposition: S200 - 3/28/2023
- 224 Department: OJ -- Event: CONFERENCE CALL -- Scheduled Date & Time: 3/28/2023 at 16:30:00
Extra Event Text: RE: THE CONTEMPT TRIAL SET TO BEGIN ON 4/3/2023.
Event Disposition: D435 - 3/28/2023
- 225 Department: OJ -- Event: ORDER TO SHOW CAUSE -- Scheduled Date & Time: 4/3/2023 at 09:00:00
Extra Event Text: Contempt trial
Event Disposition: D844 - 3/28/2023
- 226 Department: OJ -- Event: ORDER TO SHOW CAUSE -- Scheduled Date & Time: 4/4/2023 at 09:00:00
Extra Event Text: Contempt trial
Event Disposition: D844 - 3/28/2023
- 227 Department: OJ -- Event: ORDER TO SHOW CAUSE -- Scheduled Date & Time: 4/5/2023 at 09:00:00
Extra Event Text: Contempt trial
Event Disposition: D844 - 3/28/2023

228 Department: OJ -- Event: ORDER TO SHOW CAUSE -- Scheduled Date & Time: 4/6/2023 at 09:00:00
Extra Event Text: Contempt trial
Event Disposition: D844 - 3/28/2023

Actions

	<u>Filing Date</u>	<u>-</u>	<u>Docket Code & Description</u>
1	8/27/2012	-	\$1425 - \$Complaint - Civil Additional Text: (ALBERT THOMAS) - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
2	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: JANE DUNLAP - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
3	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: JOHN DUNLAP - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
4	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: BARRY HAY - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
5	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: MARIE-ANNE ALEXANDER LIVING TRUST - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
6	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: GEORGE VAGUJHELYI AND MELISSA VAGUJHELYI 2001 FAMILY TRUST AGREEMENT, U/D/A APRIL 13, 2001 - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
7	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: D'ARCY NUNN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
8	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: HENRY NUNN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
9	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: MADELYN VAN DER BOKKE - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
10	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: LEE VAN DER BOKKE - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
11	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: DONALD SCHREIFELS - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
12	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: ROBERT R. PEDERSON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
13	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: PEDERSON 1990 TRUST - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
14	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: LOU ANN PEDERSON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
15	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: LORI ORDOVER - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

16 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: WILLIAM A. HENDERSON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

17 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: CHRISTINE E. HENDERSON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

18 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LOREN D. PARKER - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

19 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SUZANNE C. PARKER - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

20 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MICHAEL IZADY - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

21 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: STEVEN TAKAKI - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

22 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: FARAD TORABKHAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

23 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SAHAR TAVAKOL - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

24 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: M&Y HOLDINGS, LLC - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

25 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JL&YL HOLDINGS, LLC - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

26 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SANDI RAINES - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

27 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: R. RAGHURAM - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

28 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: USHA RAGHURAM - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

29 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LORI K. TOKUTOMI - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

30 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: GARETT TOM - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

31 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ANITA TOM - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

32 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: RAMON FADRILAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

33 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: RAYE FADRILAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

34 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LEE FAMILY 2002 REVOCABLE TRUST - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

35 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DOMINIC YIN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

36 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ELIAS SHAMIEH - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

37 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JEFFERY JAMES QUINN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

38 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: BARBARA ROSE QUINN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

39 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: KENNETH RICH - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

40 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MAXINE RICH - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

41 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: NORMAN CHANDLER - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

42 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: BENTON WAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

43 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: TIMOTHY D. KAPLAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

44 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SILKSCAPE INC. - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

45 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: PETER CHENG - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

46 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ELISA CHENG - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

47 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: GREG A. CAMERON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

48 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: TMI PROPERTY GROUP, LLC - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

49 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: RICHARD LUTZ - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

50 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SANDRA LUTZ - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

51 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MARY A. KOSSICK - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

- 52 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MELVIN CHEAH - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
- 53 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DI SHEN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
- 54 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: NADINE'S REAL ESTATE INVESTMENTS, LLC - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
- 55 8/28/2012 - PAYRC - **Payment Received
Additional Text: A Payment of \$1,850.00 was made on receipt DCDC374045.
- 56 9/10/2012 - 1090 - Amended Complaint
Additional Text: Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 57 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: AJIT GUPTA - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 58 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SEEMA GUPTA - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 59 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: FREDRICK FISH - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 60 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LISA FISH - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 61 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ROBERT A. WILLIAMS - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 62 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JACQUELIN PHAM - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 63 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MAY ANN HOM TRUST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 64 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MICHAEL HURLEY - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 65 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DOMINIC YIN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 66 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DUANE WINDHORST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 67 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MARILYN WINDHORST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 68 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: VINOD BHAN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 69 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ANNE BHAN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

70 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: GUY P. BROWNE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

71 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: GARTH A. WILLIAMS - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

72 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: PAMELA Y. ARATANI - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

73 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DARLENE LINDGREN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

74 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LAVERNE ROBERTS - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

75 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DOUG MECHAM - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

76 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: CHRISINE MECHAM - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

77 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: KWANGSOO SON - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

78 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SOO YEUN MOON - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

79 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JOHNSON AKINDODUNSE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

80 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: WEISS FAMILY TRUST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

81 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: PRAVESH CHOPRA - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

82 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: TERRY POPE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

83 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: NANCY POPE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

84 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JAMES TAYLOR - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

85 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: RYAN TAYLOR - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

86 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: KI HAM - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

87 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: YOUNG JA CHOI - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

- 88 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SANG DEE SOHN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 89 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: KUK HYUNG (CONNIE) - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 90 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SANG (MIKE) YOO - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 91 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: CAYENNE TRUST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 92 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: WILLIAM MINER, JR. - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 93 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: CHANH TRUONG - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 94 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ELIZABETH ANDERS MECUA - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 95 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SHEPHERD MOUNTAIN, LLC - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 96 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ROBERT BRUNNER - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 97 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: AMY BRUNNER - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 98 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JEFF RIOPELLE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 99 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: PATRICIA M. MOLL - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 100 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DANIEL MOLL - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 101 9/10/2012 - PAYRC - **Payment Received
Additional Text: A Payment of \$1,320.00 was made on receipt DCDC375659.
- 102 9/10/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3206647 - Approved By: NOREVIEW : 09-10-2012:16:20:28
- 103 10/2/2012 - 1005 - Acceptance of Service
Additional Text: SEAN L. BROHAWN, ESQ. ACCEPTS SERVICE OBO MEI-GSR HOLDINGS, LLC, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, AND GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC ON9/28/12 - Transaction 3254552 - Approved By: MCHOLICO : 10-02-2012:10:16:45
- 104 10/2/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3254637 - Approved By: NOREVIEW : 10-02-2012:10:19:00
- 105 10/17/2012 - 2520 - Notice of Appearance
Additional Text: SEAN L. BROHAWN FOR DEFENDANTS - Transaction 3289192 - Approved By: YLLOYD : 10-17-2012:16:11:37

- 106 10/17/2012 - \$1560 - \$Def 1st Appearance - CV
Additional Text: MEI-GRS HOLDINGS LLC - Transaction 3289192 - Approved By: YLLOYD : 10-17-2012:16:11:37
- 107 10/17/2012 - \$DEFT - \$Addl Def/Answer - Prty/Appear
Additional Text: GRAND SIERRA RESORT UNIT OWNERS ASSOCIATION - Transaction 3289192 - Approved By: YLLOYD : 10-17-2012:16:11:37
- 108 10/17/2012 - \$DEFT - \$Addl Def/Answer - Prty/Appear
Additional Text: GAGE VILLAGE COMMERCIAL DEVELOPMENT LLC - Transaction 3289192 - Approved By: YLLOYD : 10-17-2012:16:11:37
- 109 10/17/2012 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$273.00 was made on receipt DCDC381139.
- 110 10/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3289464 - Approved By: NOREVIEW : 10-17-2012:16:22:14
- 111 10/17/2012 - 1585 - Demand for Security of Costs
Additional Text: DEFENDANTS - Transaction 3289512 - Approved By: YLLOYD : 10-17-2012:16:31:20
- 112 10/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3289574 - Approved By: NOREVIEW : 10-17-2012:16:40:25
- 113 11/2/2012 - 2610 - Notice ...
Additional Text: NOTICE OF UNDERTAKING - Transaction 3322705 - Approved By: JYOST : 11-02-2012:16:20:21
- 114 11/2/2012 - 2610 - Notice ...
Additional Text: NOTICE OF UNDERTAKING - Transaction 3322705 - Approved By: JYOST : 11-02-2012:16:20:21
- 115 11/2/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3322909 - Approved By: NOREVIEW : 11-02-2012:16:24:42
- 116 11/21/2012 - 1137 - Answer and Counterclaim
Additional Text: Transaction 3364146 - Approved By: MCHOLICO : 11-21-2012:16:48:08
- 117 11/21/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3364218 - Approved By: NOREVIEW : 11-21-2012:16:49:59
- 118 12/5/2012 - 3840 - Request Exemption Arbitration
Additional Text: Transaction 3387612 - Approved By: APOMA : 12-05-2012:11:43:08
- 119 12/5/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3387678 - Approved By: NOREVIEW : 12-05-2012:11:52:02
- 120 12/13/2012 - 1145 - Answer to Counterclaim-Civil
Additional Text: Transaction 3404634 - Approved By: MCHOLICO : 12-13-2012:10:53:19
- 121 12/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3404705 - Approved By: NOREVIEW : 12-13-2012:11:12:33
- 122 12/13/2012 - 2605 - Notice to Set
Additional Text: JANUARY 28, 2013 @ 2:00PM - Transaction 3405657 - Approved By: MCHOLICO : 12-13-2012:14:27:25
- 123 12/13/2012 - 2529 - Notice of Early Case Conferenc
Additional Text: Transaction 3405657 - Approved By: MCHOLICO : 12-13-2012:14:27:25

- 124 12/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3405704 - Approved By: NOREVIEW : 12-13-2012:14:30:20
- 125 12/26/2012 - A120 - Exemption from Arbitration
Additional Text: Transaction 3426980 - Approved By: APOMA : 12-26-2012:08:59:38
- 126 12/26/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3427003 - Approved By: NOREVIEW : 12-26-2012:09:02:46
- 127 1/25/2013 - 1580 - Demand for Jury
Additional Text: PLTF: ALBERT THOMAS
- 128 1/25/2013 - JF - **First Day Jury Fees Deposit
No additional text exists for this entry.
- 129 2/5/2013 - 1250E - Application for Setting eFile
Additional Text: 3-WEEK JURY TRIAL (#1 SET) 10/21/13 - Transaction 3512456 - Approved By: NOREVIEW : 02-05-2013:16:15:29
- 130 2/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3512497 - Approved By: NOREVIEW : 02-05-2013:16:19:13
- 131 2/20/2013 - 3980 - Stip and Order...
Additional Text: TO FILE A SECOND AMENDED COMPLAINT ADDING ADDITIONAL PARTY PLAINTIFF - Transaction 3543312 - Approved By: NOREVIEW : 02-20-2013:14:43:02
- 132 2/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3543327 - Approved By: NOREVIEW : 02-20-2013:14:45:41
- 133 3/8/2013 - 1835 - Joint Case Conference Report
Additional Text: Transaction 3579753 - Approved By: MCHOLICO : 03-08-2013:16:15:54
- 134 3/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3580003 - Approved By: NOREVIEW : 03-08-2013:16:17:27
- 135 3/26/2013 - 3920 - Second Amended Complaint
Additional Text: Transaction 3617729 - Approved By: MCHOLICO : 03-26-2013:15:33:59
- 136 3/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3618004 - Approved By: NOREVIEW : 03-26-2013:15:35:57
- 137 5/23/2013 - 1140 - Answer to Amended Complaint
Additional Text: DEFENDANTS ANSWER TO SECOND AMENDED COMPLAINT AND COUNTERCLAIM - Transaction 3746119 - Approved By: YLLOYD : 05-24-2013:09:01:21
- 138 5/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3746456 - Approved By: NOREVIEW : 05-24-2013:09:03:29
- 139 6/5/2013 - 1700 - Expert Witness List
Additional Text: PLTFs' EXPERT DISCLOSURE STATEMENT - Transaction 3769522 - Approved By: ACROGHAN : 06-05-2013:16:50:49
- 140 6/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3769723 - Approved By: NOREVIEW : 06-05-2013:16:52:55
- 141 6/12/2013 - 1145 - Answer to Counterclaim-Civil
Additional Text: Transaction 3784146 - Approved By: YLLOYD : 06-12-2013:15:16:51

- 142 6/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3784246 - Approved By: NOREVIEW : 06-12-2013:15:18:38
- 143 7/15/2013 - 2270 - Mtn to Compel...
Additional Text: Transaction 3855067 - Approved By: DJARAMIL : 07-15-2013:17:54:19
- 144 7/15/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3855797 - Approved By: NOREVIEW : 07-15-2013:17:55:57
- 145 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: JENNIFER CAMPBELL - Transaction 3873233 - Approved By: JYOST : 07-23-2013:16:19:22
- 146 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: GLORIA CORDOVA - Transaction 3873233 - Approved By: JYOST : 07-23-2013:16:19:22
- 147 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: RHODA DENONCOURT - Transaction 3873233 - Approved By: JYOST : 07-23-2013:16:19:22
- 148 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: RICK DUMAS - Transaction 3873242 - Approved By: JYOST : 07-23-2013:16:18:06
- 149 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: MIRIAM FREEMAN - Transaction 3873242 - Approved By: JYOST : 07-23-2013:16:18:06
- 150 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: KENT KRISTOPHER - Transaction 3873242 - Approved By: JYOST : 07-23-2013:16:18:06
- 151 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: MICHAEL MEIR - Transaction 3873295 - Approved By: MPURDY : 07-23-2013:16:23:54
- 152 7/23/2013 - 2585 - Notice of Voluntary Dismissal
Additional Text: MARK PUENTE - Transaction 3873295 - Approved By: MPURDY : 07-23-2013:16:23:54
- 153 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: CHERYLE K. SWAN - Transaction 3873295 - Approved By: MPURDY : 07-23-2013:16:23:54
- 154 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: KENT VAUGHAN - Transaction 3873297 - Approved By: MPURDY : 07-23-2013:16:25:55
- 155 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: KERRI COUNTESS - Transaction 3873297 - Approved By: MPURDY : 07-23-2013:16:25:55
- 156 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: BRUCE MUELLER-HICKLER - Transaction 3873297 - Approved By: MPURDY : 07-23-2013:16:25:55
- 157 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: TIM SMITH - Transaction 3873306 - Approved By: MPURDY : 07-23-2013:16:27:27
- 158 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: JEANAE TARINTINO - Transaction 3873306 - Approved By: MPURDY : 07-23-2013:16:27:27
- 159 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3873986 - Approved By: NOREVIEW : 07-23-2013:16:24:20

- 160 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3874003 - Approved By: NOREVIEW : 07-23-2013:16:28:48
- 161 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3874022 - Approved By: NOREVIEW : 07-23-2013:16:31:35
- 162 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3874125 - Approved By: NOREVIEW : 07-23-2013:16:35:19
- 163 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3874177 - Approved By: NOREVIEW : 07-23-2013:16:35:20
- 164 8/7/2013 - 3860 - Request for Submission
Additional Text: Transaction 3908110 - Approved By: MFERNAND : 08-08-2013:10:56:46
DOCUMENT TITLE: MOTION TO COMPEL PRODUCTION OF DOCUMENTS (MOTION) (NO PAPER ORDER PROVIDED)
PARTY SUBMITTING: JARRAD C. MILLER, ESQ.
DATE SUBMITTED: 08/08/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 165 8/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3909397 - Approved By: NOREVIEW : 08-08-2013:11:01:17
- 166 8/14/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - JENNIFER CAMPBELL - Transaction 3921559 - Approved By: AZION : 08-14-2013:11:07:16
- 167 8/14/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - KENT VAUGHAN - Transaction 3921559 - Approved By: AZION : 08-14-2013:11:07:16
- 168 8/14/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3922049 - Approved By: NOREVIEW : 08-14-2013:11:20:58
- 169 8/16/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3928565 - Approved By: MCHOLICO : 08-16-2013:10:53:21
- 170 8/16/2013 - 4055 - Subpoena
Additional Text: SUBPOENA FOR APPEARANCE - KRISTOPHER KENT - Transaction 3928565 - Approved By: MCHOLICO : 08-16-2013:10:53:21
- 171 8/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3929318 - Approved By: NOREVIEW : 08-16-2013:11:02:19
- 172 8/16/2013 - 2270 - Mtn to Compel...
Additional Text: PLAINTIFFS' SECOND MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 3929717 - Approved By: MFERNAND : 08-16-2013:14:21:34
- 173 8/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3930126 - Approved By: NOREVIEW : 08-16-2013:14:25:29
- 174 8/16/2013 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3930586 - Approved By: DJARAMIL : 08-16-2013:16:06:58
- 175 8/16/2013 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3930586 - Approved By: DJARAMIL : 08-16-2013:16:06:58

176 8/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3930967 - Approved By: NOREVIEW : 08-16-2013:16:35:13

177 8/20/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3936534 - Approved By: AZION : 08-20-2013:15:00:10

178 8/20/2013 - 4055 - Subpoena
Additional Text: JEANNE TARANTINO - Transaction 3936534 - Approved By: AZION : 08-20-2013:15:00:10

179 8/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3937162 - Approved By: NOREVIEW : 08-20-2013:15:21:00

180 8/21/2013 - 2582 - Notice of Taking Deposition
Additional Text: RHODA DENONCOURT - Transaction 3938595 - Approved By: MFERNAND : 08-21-2013:09:31:25

181 8/21/2013 - 4055 - Subpoena
Additional Text: SUBPOENA FOR APPEARANCE - RHODA DENONCOURT - Transaction 3938595 - Approved By: MFERNAND : 08-21-2013:09:31:25

182 8/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3938659 - Approved By: NOREVIEW : 08-21-2013:09:34:15

183 8/21/2013 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING VIDEOTAPED DEPOSITION - Transaction 3941062 - Approved By: MFERNAND : 08-21-2013:16:05:55

184 8/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3941416 - Approved By: NOREVIEW : 08-21-2013:16:09:02

185 8/26/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING VIDEOTAPED DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

186 8/26/2013 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

187 8/26/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

188 8/26/2013 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

189 8/26/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

190 8/26/2013 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

191 8/26/2013 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

192 8/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3949852 - Approved By: NOREVIEW : 08-26-2013:11:34:10

- 193 9/3/2013 - 1120 - Amended ...
Additional Text: THIRD AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3966679 - Approved By: AZION : 09-03-2013:09:38:16
- 194 9/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3966779 - Approved By: NOREVIEW : 09-03-2013:09:43:01
- 195 9/4/2013 - FIE - **Document Filed in Error
Additional Text: 9/4/13 - AMS
- 196 9/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3969008 - Approved By: NOREVIEW : 09-04-2013:08:24:19
- 197 9/4/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 198 9/4/2013 - 1325 - ** Case Reopened
No additional text exists for this entry.
- 199 9/4/2013 - 3860 - Request for Submission
Additional Text: SECOND MOTION TO COMPEL DISCOVERY RESPONSES (NO PAPER ORDER PROVIDED) - Transaction 3970147 -
Approved By: MCHOLICO : 09-04-2013:12:29:13
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 9/4/13
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 200 9/4/2013 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 3970473 - Approved By: NOREVIEW : 09-04-2013:11:55:37
- 201 9/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3970538 - Approved By: NOREVIEW : 09-04-2013:12:01:28
- 202 9/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3970611 - Approved By: NOREVIEW : 09-04-2013:12:30:43
- 203 9/5/2013 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 3976102 - Approved By: NOREVIEW : 09-05-2013:16:34:33
- 204 9/5/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 205 9/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3976172 - Approved By: NOREVIEW : 09-05-2013:16:45:33
- 206 9/13/2013 - 2270 - Mtn to Compel...
Additional Text: PLTFS' MOTION TO COMPEL DEPOSITION - Transaction 3996718 - Approved By: AZION : 09-16-2013:08:27:21
- 207 9/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3997160 - Approved By: NOREVIEW : 09-16-2013:08:30:41
- 208 9/17/2013 - 2582 - Notice of Taking Deposition
Additional Text: JEANNE TRANTINO - Transaction 4000516 - Approved By: JAMES : 09-17-2013:09:22:30
- 209 9/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4000672 - Approved By: NOREVIEW : 09-17-2013:09:27:24

- 210 9/18/2013 - 2490 - Motion ...
Additional Text: PLTFS MOTION FOR PRETRIAL CONFERENCE - Transaction 4005648 - Approved By: MLAWRENC : 09-18-2013:15:52:26
- 211 9/18/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4005687 - Approved By: NOREVIEW : 09-18-2013:15:56:30
- 212 9/19/2013 - 2690 - Ord Affirming Master Recommend
Additional Text: Transaction 4009486 - Approved By: NOREVIEW : 09-19-2013:16:20:09
- 213 9/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4009494 - Approved By: NOREVIEW : 09-19-2013:16:21:58
- 214 9/19/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4009817 - Approved By: NOREVIEW : 09-19-2013:17:45:16
- 215 9/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4009819 - Approved By: NOREVIEW : 09-19-2013:17:46:19
- 216 9/20/2013 - 2690 - Ord Affirming Master Recommend
Additional Text: Transaction 4012403 - Approved By: NOREVIEW : 09-20-2013:16:14:22
- 217 9/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4012415 - Approved By: NOREVIEW : 09-20-2013:16:16:07
- 218 9/20/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4012493 - Approved By: NOREVIEW : 09-20-2013:16:33:36
- 219 9/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4012499 - Approved By: NOREVIEW : 09-20-2013:16:35:00
- 220 9/20/2013 - 2491 - NRCP 16.1 Doc/Designation
Additional Text: PLAINTIFFS' NRCP 16.1 PRETRIAL DISCLOSURE STATEMENT - Transaction 4012729 - Approved By: MCHOLICO : 09-23-2013:09:37:17
- 221 9/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4013288 - Approved By: NOREVIEW : 09-23-2013:09:38:53
- 222 9/24/2013 - 2185 - Mtn for Sanctions
Additional Text: PLTF'S MOTION FOR SANCTIONS UNDER NRCP 37(b) FOR FAILURE TO COMPLY WITH COURT ORDERS - Transaction 4017240 - Approved By: ASMITH : 09-24-2013:12:17:45
- 223 9/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4017264 - Approved By: NOREVIEW : 09-24-2013:12:19:27
- 224 9/24/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 4018753 - Approved By: MCHOLICO : 09-24-2013:16:21:01
- 225 9/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4019057 - Approved By: NOREVIEW : 09-24-2013:16:25:02
- 226 9/26/2013 - 1935 - Lis Pendens
Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO : 09-26-2013:16:52:59
- 227 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO :
09-26-2013:16:52:59

228 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO :
09-26-2013:16:52:59

229 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO :
09-26-2013:16:52:59

230 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO :
09-26-2013:16:52:59

231 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

232 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

233 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

234 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

235 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

236 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

237 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

238 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

239 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

240 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

241 9/26/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4026245 - Approved By: NOREVIEW : 09-26-2013:16:57:32

242 9/26/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4026275 - Approved By: NOREVIEW : 09-26-2013:17:00:49

243 9/27/2013 - 3245 - Ord Shortening Time

Additional Text: Transaction 4026666 - Approved By: NOREVIEW : 09-27-2013:08:38:37

- 244 9/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4026675 - Approved By: NOREVIEW : 09-27-2013:08:40:03
- 245 9/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4026756 - Approved By: NOREVIEW : 09-27-2013:08:59:53
- 246 10/1/2013 - 3860 - Request for Submission
Additional Text: MOTION TO COMPEL DEPOSITION (NO PAPER ORDER PROVIDED) - Transaction 4033595 - Approved By: MCHOLICO : 10-01-2013:12:56:02
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: 10/1/13
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 247 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4034133 - Approved By: NOREVIEW : 10-01-2013:12:58:01
- 248 10/1/2013 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF REQUEST FOR SUBMISSION - Transaction 4035531 - Approved By: MCHOLICO : 10-01-2013:16:51:25
- 249 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4035998 - Approved By: NOREVIEW : 10-01-2013:17:00:56
- 250 10/2/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 251 10/3/2013 - 3860 - Request for Submission
Additional Text: MOTION FOR SANCTIONS (NO PAPER ORDER PROVIDED) - Transaction 4040825 - Approved By: MFERNAND : 10-03-2013:12:02:52
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: 10/03/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 252 10/3/2013 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PLAINTIFFS' MOTION FOR SANCTIONS - Transaction 4041286 - Approved By: SHAMBRIG : 10-03-2013:13:12:55
- 253 10/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4041926 - Approved By: NOREVIEW : 10-03-2013:12:07:20
- 254 10/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4042039 - Approved By: NOREVIEW : 10-03-2013:13:14:01
- 255 10/4/2013 - 3860 - Request for Submission
Additional Text: MOTION TO COMPEL DEPOSITION ON SEPTEMBER 13, 2013 - Transaction 4043576 - Approved By: JYOST : 10-04-2013:09:56:40
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: 10-04-13
SUBMITTED BY: JYOST
DATE RECEIVED JUDGE OFFICE:
- 256 10/4/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLAINTIFFS' MOTION FOR SANCTIONS
- 257 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4044075 - Approved By: NOREVIEW : 10-04-2013:10:01:02

- 258 10/4/2013 - 1250 - Application for Setting
Additional Text: SETTLEMENT CONFERENCE - OCTOBER 15, 2013 @ 9:00 AM - Transaction 4044664 - Approved By: MFERNAND : 10-04-2013:12:11:10
- 259 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4044798 - Approved By: NOREVIEW : 10-04-2013:12:12:24
- 260 10/4/2013 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL THE DEPOSITION OF ALEX MERUELO, AND COUNTER-MOTION FOR PROTECTIVE ORDER - Transaction 4045316 - Approved By: MFERNAND : 10-04-2013:14:44:07
- 261 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4045525 - Approved By: NOREVIEW : 10-04-2013:14:55:28
- 262 10/4/2013 - 1935 - Lis Pendens
Additional Text: NOTICE OF PENDENCY OF ACTION (LIS PENDENS) - Transaction 4045724 - Approved By: TWHITE : 10-04-2013:15:59:11
- 263 10/4/2013 - 2525 - Notice of Change of Address
Additional Text: Transaction 4045736 - Approved By: TWHITE : 10-04-2013:16:25:47
- 264 10/4/2013 - 3695 - Pre-Trial Memorandum
Additional Text: DEFENDANTS' PRETRIAL DISCLOSURE PURSUANT TO NRCP 16.1(a)(3) - Transaction 4045769 - Approved By: TWHITE : 10-04-2013:16:29:17
- 265 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4045887 - Approved By: NOREVIEW : 10-04-2013:16:01:39
- 266 10/4/2013 - 1650 - Errata...
Additional Text: NOTICE OF ERRATA RE REPLY IN SUPPOR OF PLAINTIFFS' MOTION FOR SANCTIONS UNDER NRCP 37(b) FOR FAILURE TO COMPLY WITH COURT ORDERS - Transaction 4046036 - Approved By: TWHITE : 10-04-2013:16:49:39
- 267 10/4/2013 - 3860 - Request for Submission
Additional Text: DOCUMENT TITLE: MOTION FOR SANCTIONS UNDER NRCP 37(b) (PAPER ORDER NOT PROVIDED) - Transaction 4046036 - Approved By: TWHITE : 10-04-2013:16:49:39
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: OCT. 7, 2013
SUBMITTED BY: TWHITE
DATE RECEIVED JUDGE OFFICE:
- 268 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4046041 - Approved By: NOREVIEW : 10-04-2013:16:27:52
- 269 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4046053 - Approved By: NOREVIEW : 10-04-2013:16:31:11
- 270 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4046177 - Approved By: NOREVIEW : 10-04-2013:16:52:55
- 271 10/7/2013 - S200 - Request for Submission Complet
Additional Text: THE 10/03/13 SUBMIT FOR THE MOTION FOR SANCTIONS WAS ENDED BECAUSE A2ND REQUEST FOR SUMBMISSION OF THE SAME MOTION WAS FILED ON 10/07/13.
- 272 10/8/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLTF'S MOTION TO COMPEL DEPOSITIONS - Transaction 4050648 - Approved By: ASMITH : 10-08-2013:13:43:20
- 273 10/8/2013 - 3860 - Request for Submission

Additional Text: MOTION TO COMPEL DEPOSITION (NO PAPER ORDER PROVIDED) - Transaction 4050887 - Approved By: MFERNAND : 10-08-2013:14:33:55

PARTY SUBMITTING: JONATHAN J. TEW, ESQ.

DATE SUBMITTED: 10/08/13

SUBMITTED BY: M. FERNANDEZ

DATE RECEIVED JUDGE OFFICE:

274 10/8/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4051211 - Approved By: NOREVIEW : 10-08-2013:13:46:48

275 10/8/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4051532 - Approved By: NOREVIEW : 10-08-2013:14:38:23

276 10/8/2013 - 4055 - Subpoena

Additional Text: JENNIFER CAMPBELL - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

277 10/8/2013 - 4055 - Subpoena

Additional Text: MIRIAM FREEMAN - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

278 10/8/2013 - 4055 - Subpoena

Additional Text: KRISTOPHER KENT - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

279 10/8/2013 - 4055 - Subpoena

Additional Text: JEANNE TARANTINO - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

280 10/8/2013 - 4055 - Subpoena

Additional Text: KENT VAUGHAN - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

281 10/8/2013 - 4055 - Subpoena

Additional Text: TERRY VAVRA - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

282 10/8/2013 - 4055 - Subpoena

Additional Text: RHODORA DENONCOURT - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

283 10/8/2013 - 4055 - Subpoena

Additional Text: SUSIE RAGUSA - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

284 10/8/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4052517 - Approved By: NOREVIEW : 10-08-2013:16:24:46

285 10/14/2013 - S200 - Request for Submission Complet

No additional text exists for this entry.

286 10/14/2013 - S200 - Request for Submission Complet

Additional Text: PARTIES AGREED DURING IN CHAMBERS CONFERENCE ON OCTOBER 14TH

287 10/15/2013 - MIN - ***Minutes

Additional Text: 10/14/13 - STATUS CONFERENCE - Transaction 4067657 - Approved By: NOREVIEW : 10-15-2013:14:02:50

288 10/15/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4067676 - Approved By: NOREVIEW : 10-15-2013:14:05:56

289 10/16/2013 - MIN - ***Minutes

Additional Text: 10/16/13 - STATUS CONFERENCE - Transaction 4069548 - Approved By: NOREVIEW : 10-16-2013:09:49:12

- 290 10/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4069577 - Approved By: NOREVIEW : 10-16-2013:09:54:02
- 291 10/17/2013 - 3370 - Order ...
Additional Text: ORDER REGARDING PLAINTIFFS' MOTION FOR SANCTIONS UNDER NRCP 37(b); HEARING ON THIS MATTER SET FOR MONDAY, OCTOBER 21, 2013 AT 1:30 P.M. - Transaction 4071856 - Approved By: NOREVIEW : 10-17-2013:08:11:20
- 292 10/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4071859 - Approved By: NOREVIEW : 10-17-2013:08:12:43
- 293 10/18/2013 - 2270 - Mtn to Compel...
Additional Text: MOTION TO COMPEL PRDUCTION OF FINAL EXPERT REPORT - Transaction 4076779 - Approved By: AZION : 10-18-2013:13:52:49
- 294 10/18/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4077058 - Approved By: NOREVIEW : 10-18-2013:13:55:59
- 295 10/18/2013 - 4220 - Trial Statement - Plaintiff
Additional Text: Transaction 4077942 - Approved By: APOMA : 10-21-2013:10:06:37
- 296 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4079143 - Approved By: NOREVIEW : 10-21-2013:10:09:52
- 297 10/21/2013 - 1955 - Memorandum Points&Authorities
Additional Text: BRIEF AND EVIDENCE IN SUPPORT OF SANCTIONS HEARING - Transaction 4079937 - Approved By: MFERNAND : 10-21-2013:13:53:34
- 298 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4080579 - Approved By: NOREVIEW : 10-21-2013:14:06:33
- 299 10/22/2013 - 4210 - Trial Statement - Defendant
Additional Text: DEFENDANTS' TRIAL STATEMENT - Transaction 4084350 - Approved By: MFERNAND : 10-22-2013:14:21:51
- 300 10/22/2013 - 1955 - Memorandum Points&Authorities
Additional Text: DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF HEARING - Transaction 4084355 - Approved By: MFERNAND : 10-22-2013:14:24:34
- 301 10/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4084903 - Approved By: NOREVIEW : 10-22-2013:14:36:08
- 302 10/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4084919 - Approved By: NOREVIEW : 10-22-2013:14:36:21
- 303 10/22/2013 - 1695 - ** Exhibit(s) ...
Additional Text: PLAINTIFF'S EXHIBIT A MARKED FOR IDENTIFICATION (NOT ADMITTED).
- 304 10/23/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 305 10/25/2013 - 4185 - Transcript
Additional Text: Transaction 4092884 - Approved By: NOREVIEW : 10-25-2013:13:09:36
- 306 10/25/2013 - 4185 - Transcript
Additional Text: Transaction 4092884 - Approved By: NOREVIEW : 10-25-2013:13:09:36
- 307 10/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4092885 - Approved By: NOREVIEW : 10-25-2013:13:10:47

- 308 10/25/2013 - 4185 - Transcript
Additional Text: MOTION FOR SANCTIONS, VOLUME I - OCTOBER 21, 2013 - Transaction 4092886 - Approved By: MCHOLICO : 10-28-2013:10:47:18
- 309 10/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4093904 - Approved By: NOREVIEW : 10-28-2013:10:49:08
- 310 10/28/2013 - 4185 - Transcript
Additional Text: Thomas v MEI-GSR - Motion for Sanctions 10/22/13 - Transaction 4094216 - Approved By: NOREVIEW : 10-28-2013:11:44:35
- 311 10/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4094253 - Approved By: NOREVIEW : 10-28-2013:11:51:06
- 312 10/29/2013 - 4185 - Transcript
Additional Text: Motion for Sanctions Volume III - Transaction 4097835 - Approved By: NOREVIEW : 10-29-2013:11:15:42
- 313 10/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4097839 - Approved By: NOREVIEW : 10-29-2013:11:16:54
- 314 10/29/2013 - MIN - ***Minutes
Additional Text: 10/21/13 - HRG ON PLAINTIFFS' MOTIONS FOR SANCTIONS (DAY 1) - Transaction 4100247 - Approved By: NOREVIEW : 10-29-2013:16:52:46
- 315 10/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4100253 - Approved By: NOREVIEW : 10-29-2013:16:55:05
- 316 10/30/2013 - MIN - ***Minutes
Additional Text: 10/22/13 - CONT'D HRG ON PLAINTIFFS' MOTION FOR SANCTIONS (DAY 2) - Transaction 4103107 - Approved By: NOREVIEW : 10-30-2013:14:59:29
- 317 10/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4103156 - Approved By: NOREVIEW : 10-30-2013:15:05:36
- 318 10/31/2013 - MIN - ***Minutes
Additional Text: 10/23/13 - CONT'D HEARING ON PLAINTIFFS' MOTION FOR SANCTIONS (DAY 3) - Transaction 4106518 - Approved By: NOREVIEW : 10-31-2013:15:43:36
- 319 10/31/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4106593 - Approved By: NOREVIEW : 10-31-2013:15:50:39
- 320 11/1/2013 - COC - Evidence Chain of Custody Form
No additional text exists for this entry.
- 321 11/5/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX-PARTE EMERGENCY MOTION TO HOLD THE DEFTS IN CONTEMPT - Transaction 4114757 - Approved By: ACROGHAN : 11-05-2013:14:02:55
- 322 11/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4115823 - Approved By: NOREVIEW : 11-05-2013:14:07:48
- 323 11/6/2013 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PLAINTIFFS' "EX PARTE EMERGENCY MOTION TO HOLD DEFENDANTS IN CONTEMPT" - Transaction 4117546 - Approved By: MCHOLICO : 11-06-2013:11:11:26
- 324 11/6/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4118214 - Approved By: NOREVIEW : 11-06-2013:11:16:06

- 325 11/18/2013 - 4185 - Transcript
Additional Text: NOVEMBER 5, 2013 - HEARING ON EX PARTE MOTION - Transaction 4139076 - Approved By: MCHOLICO : 11-18-2013:10:08:53
- 326 11/18/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4139267 - Approved By: NOREVIEW : 11-18-2013:10:13:38
- 327 11/19/2013 - 1250E - Application for Setting eFile
Additional Text: FOR MOTIONS HEARING ON DECEMBER 4, 2013 AT 9:00 A.M. - Transaction 4145414 - Approved By: NOREVIEW : 11-19-2013:16:08:33
- 328 11/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4145532 - Approved By: NOREVIEW : 11-19-2013:16:22:38
- 329 11/22/2013 - 3370 - Order ...
Additional Text: ORDER REGARDING EMAILS - Transaction 4153079 - Approved By: NOREVIEW : 11-22-2013:09:04:59
- 330 11/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4153108 - Approved By: NOREVIEW : 11-22-2013:09:08:31
- 331 11/22/2013 - MIN - ***Minutes
Additional Text: 11/5/13 - HRG ON PLTF'S EXPARTE EMERGENCY MOTION FILED 11/5/13 - Transaction 4153825 - Approved By: NOREVIEW : 11-22-2013:10:58:08
- 332 11/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4154102 - Approved By: NOREVIEW : 11-22-2013:11:03:20
- 333 11/22/2013 - MIN - ***Minutes
Additional Text: 11/19/13 - IN-CHAMBERS CONFERENCE RE: EMAILS RECOVERED - Transaction 4154482 - Approved By: NOREVIEW : 11-22-2013:11:52:18
- 334 11/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4154516 - Approved By: NOREVIEW : 11-22-2013:11:58:06
- 335 11/22/2013 - 2185 - Mtn for Sanctions
Additional Text: PLAINTIFF'S RENEWED MOTION FOR SANCTIONS UNDER NRCP 37(b) AND MOTION FOR PAYMENT OF AWARDED FEES AND COSTS - Transaction 4156729 - Approved By: PDBROWN : 11-25-2013:09:15:14
- 336 11/22/2013 - 2185 - Mtn for Sanctions
Additional Text: PLAINTIFFS' RENEWED MOTION FOR SANCTIONS UNDER NRCP 37(B) AND MOTION FOR PAYMENT OF AWARDED FEES AND COSTS - Transaction 4156863 - Approved By: MFERNAND : 11-25-2013:08:47:43
- 337 11/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4157250 - Approved By: NOREVIEW : 11-25-2013:08:50:21
- 338 11/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4157521 - Approved By: NOREVIEW : 11-25-2013:09:25:20
- 339 12/3/2013 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO "PLAINTIFFS' RENEWED MOTION FOR SANCTIONS UNDER NRCP 37(B) AND MOTION FOR PAYMENT OF AWARDED FEES AND COSTS" - Transaction 4171870 - Approved By: ACROGHAN : 12-03-2013:13:51:47
- 340 12/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4171937 - Approved By: NOREVIEW : 12-03-2013:13:55:16
- 341 12/3/2013 - 3790 - Reply to/in Opposition
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF RENEWED MOTION FOR SANCTIONS AND MOTION FOR PAYMENT OF AWARDED FEES AND COSTS - Transaction 4172852 - Approved By: AAKOPYAN : 12-03-2013:16:48:40

- 342 12/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4172922 - Approved By: NOREVIEW : 12-03-2013:16:51:09
- 343 12/10/2013 - MIN - ***Minutes
Additional Text: 12/4/13 - HRG ON PLTF'S MOTION FOR SANCTIONS - Transaction 4187303 - Approved By: NOREVIEW : 12-10-2013:13:00:13
- 344 12/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4187323 - Approved By: NOREVIEW : 12-10-2013:13:02:58
- 345 12/11/2013 - 3785 - Reply Brief
Additional Text: PLAINTIFFS' BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW - Transaction 4190546 - Approved By: MCHOLICO : 12-11-2013:13:27:12
- 346 12/11/2013 - 1520 - Declaration
Additional Text: DECLARATION OF JARRAD C. MILLER, ESQ. IN SUPPORT OF PLAINTIFFS' BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW - Transaction 4190546 - Approved By: MCHOLICO : 12-11-2013:13:27:12
- 347 12/11/2013 - 2140 - Mtn Ord Shortening Time
Additional Text: EX PARTE MOTIONS FOR ORDER SHORTENING TIME - Transaction 4190546 - Approved By: MCHOLICO : 12-11-2013:13:27:12
- 348 12/11/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4190612 - Approved By: NOREVIEW : 12-11-2013:13:29:35
- 349 12/12/2013 - 3245 - Ord Shortening Time
Additional Text: Transaction 4193406 - Approved By: NOREVIEW : 12-12-2013:11:05:23
- 350 12/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4193449 - Approved By: NOREVIEW : 12-12-2013:11:10:53
- 351 12/12/2013 - 3370 - Order ...
Additional Text: FINDINGS OF FACT AND ORDER REGARDING HEARING OF DECEMBER 4, 2013 - Transaction 4195448 - Approved By: NOREVIEW : 12-12-2013:15:36:48
- 352 12/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4195541 - Approved By: NOREVIEW : 12-12-2013:15:41:55
- 353 12/13/2013 - 4185 - Transcript
Additional Text: 12/4/13 - Motions Hearing - Transaction 4196808 - Approved By: NOREVIEW : 12-13-2013:09:32:49
- 354 12/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4196817 - Approved By: NOREVIEW : 12-13-2013:09:34:37
- 355 12/18/2013 - 3370 - Order ...
Additional Text: REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS (DEFENDANT'S COUNTERCLAIMS STRICKEN/DEFENDANT SHALL BEAR COSTS ASSOCIATED WITH 3-DAY HEARING) - Transaction 4206388 - Approved By: NOREVIEW : 12-18-2013:11:09:22
- 356 12/18/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4206395 - Approved By: NOREVIEW : 12-18-2013:11:11:13
- 357 12/19/2013 - 1170 - Answering Brief
Additional Text: DEFENDANTS' BRIEF IN SUPPORT OF THEIR PRIVILEGE LOG - Transaction 4209747 - Approved By: AAKOPYAN : 12-19-2013:12:15:23
- 358 12/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4210014 - Approved By: NOREVIEW : 12-19-2013:12:22:17

- 359 12/20/2013 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY REPLY IN SUPPORT OF BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW
- 360 12/20/2013 - 3860 - Request for Submission
Additional Text: PLAINTIFFS' BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW; DEFENDANTS' BRIEF IN SUPPORT OF THEIR PRIVILEGE LOG; PLAINTIFFS' REPLY IN SUPPORT OF BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW (NO PAPER ORDER PROVIDED) - Transaction 4213862 - Approved By: AAKOPYAN : 12-20-2013:16:13:07
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 12/20/2013
SUBMITTED BY: AAKOPYAN
DATE RECEIVED JUDGE OFFICE:
- 361 12/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4213984 - Approved By: NOREVIEW : 12-20-2013:16:19:55
- 362 12/23/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4216808 - Approved By: NOREVIEW : 12-23-2013:16:30:18
- 363 12/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4216809 - Approved By: NOREVIEW : 12-23-2013:16:32:01
- 364 12/24/2013 - 4047 - Stip Extension of Time ...
Additional Text: STIPULATION TO EXTEND BRIEFING SCHEDULE - Transaction 4217737 - Approved By: AAKOPYAN : 12-24-2013:10:52:56
- 365 12/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4217747 - Approved By: NOREVIEW : 12-24-2013:10:55:08
- 366 12/30/2013 - 3370 - Order ...
Additional Text: ORDER EXTENDING BRIEFING SCHEDULE - Transaction 4225938 - Approved By: NOREVIEW : 12-30-2013:16:33:16
- 367 12/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4225971 - Approved By: NOREVIEW : 12-30-2013:16:36:44
- 368 1/8/2014 - 3370 - Order ...
Additional Text: ORDER EXTENDING BRIEFING SCHEDULE (SECOND ORDER) - Transaction 4242448 - Approved By: NOREVIEW : 01-08-2014:12:22:21
- 369 1/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4242452 - Approved By: NOREVIEW : 01-08-2014:12:24:16
- 370 1/13/2014 - 2175 - Mtn for Reconsideration
Additional Text: DEFENDANT'S MOTION FOR RECONSIDERATION OF ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS - Transaction 4254366 - Approved By: PDBROWN : 01-14-2014:11:24:38
- 371 1/14/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4255874 - Approved By: NOREVIEW : 01-14-2014:11:28:20
- 372 1/23/2014 - 1940 - Master's Findings/Recommend
Additional Text: RECOMMENDATION FOR ORDER - Transaction 4272166 - Approved By: NOREVIEW : 01-23-2014:15:01:37
- 373 1/23/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4272178 - Approved By: NOREVIEW : 01-23-2014:15:02:54
- 374 1/23/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.

- 375 1/23/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4272687 - Approved By: NOREVIEW : 01-23-2014:16:51:08
- 376 1/23/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4272694 - Approved By: NOREVIEW : 01-23-2014:16:52:16
- 377 1/27/2014 - 1520 - Declaration
Additional Text: DECLARATION OF JARRAD C. MILLER IN SUPPORT OF PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS
- 378 1/27/2014 - 2185 - Mtn for Sanctions
Additional Text: PLAINTIFF'S MOTION FOR CASE-TERMINATING SANCTIONS
- 379 1/30/2014 - 2620 - Obj to Master's Recommendation
Additional Text: DEFENDANTS' OBJECTION IN PART TO SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER - Transaction 4284070 - Approved By: MELWOOD : 01-31-2014:08:17:09
- 380 1/31/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4284230 - Approved By: NOREVIEW : 01-31-2014:08:18:05
- 381 1/31/2014 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFFS' OPPOSITION TO MOTION FOR RECONSIDERATION - Transaction 4285657 - Approved By: PDBROWN : 01-31-2014:15:47:08
- 382 1/31/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4285777 - Approved By: NOREVIEW : 01-31-2014:15:48:32
- 383 2/3/2014 - 2195 - Mtn for Stay ...
Additional Text: MOTION TO STAY COMPLIANCE WITH SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER, PENDING JUDICIAL REVIEW - Transaction 4287706 - Approved By: AZION : 02-04-2014:08:43:02
- 384 2/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4287937 - Approved By: NOREVIEW : 02-04-2014:08:44:18
- 385 2/6/2014 - 3880 - Response...
Additional Text: to Defendants' Objection in Part to Special Master's January 23, 2014 Recommendation for Order - Transaction 4294002 - Approved By: AZION : 02-06-2014:16:05:59
- 386 2/6/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4294378 - Approved By: NOREVIEW : 02-06-2014:16:09:39
- 387 2/11/2014 - 3860 - Request for Submission
Additional Text: DEFENDANTS' MOTION FOR RECONSIDERATION OF ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SACTIONS; PLAINTIFFS' OPPOSITION TO MOTION FOR RECONSIDERATION (NO PAPER ORDER PROVIDED) - Transaction 4301081 - Approved By: MCHOLICO : 02-11-2014:15:59:08
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 2/11/14
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 388 2/11/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4301216 - Approved By: NOREVIEW : 02-11-2014:16:01:02
- 389 2/12/2014 - 4047 - Stip Extension of Time ...
Additional Text: Transaction 4303470 - Approved By: APOMA : 02-13-2014:08:41:09
- 390 2/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4303645 - Approved By: NOREVIEW : 02-13-2014:08:45:47

- 391 2/13/2014 - 3030 - Ord Granting Extension Time
Additional Text: ORDER EXTENDING BRIEFING SCHEDULE - Transaction 4304933 - Approved By: NOREVIEW : 02-13-2014:15:03:27
- 392 2/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4304948 - Approved By: NOREVIEW : 02-13-2014:15:05:24
- 393 2/14/2014 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFFS' OPPOSITION TO MOTION FOR STAY - Transaction 4306222 - Approved By: PDBROWN : 02-14-2014:15:08:43
- 394 2/14/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4306642 - Approved By: NOREVIEW : 02-14-2014:15:09:46
- 395 2/19/2014 - 3860 - Request for Submission
Additional Text: DEFENDANTS' OBJECTION IN PART TO SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER; PLAINTIFFS' RESPONSE TO DEFENDANTS' OBJECTION IN PART TO SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER (NO PAPER ORDER PROVIDED) - Transaction 4311402 - Approved By: MCHOLICO : 02-20-2014:09:13:28
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 2/19/14
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 396 2/20/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4311787 - Approved By: NOREVIEW : 02-20-2014:09:14:52
- 397 2/25/2014 - 2645 - Opposition to Mtn ...
Additional Text: DEFTS' OPPOSITION TO PLTF'S MOTION FOR CASE-TERMINATING SANCTIONS - Transaction 4318250 - Approved By: AZION : 02-25-2014:12:56:33
- 398 2/25/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4318500 - Approved By: NOREVIEW : 02-25-2014:12:57:55
- 399 2/26/2014 - 3860 - Request for Submission
Additional Text: Transaction 4321469 - Approved By: MTORRES : 02-27-2014:09:20:04
- 400 2/27/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4321695 - Approved By: NOREVIEW : 02-27-2014:09:21:09
- 401 3/10/2014 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR CASE-TERMINATING SANCTIONS
- 402 3/11/2014 - 3860 - Request for Submission
Additional Text: PLTF'S MOTION FOR CASE TERMINATING SANCTIONS, DEFTS' OPPOSITION TO PLTF'S MOTION FOR CASE TERMINATION SANCTIONS AND REPLY IN SUPPORT OF MOTION FOR CASE TERMINATING SANCTIONS - Transaction 4337886 - Approved By: AZION : 03-11-2014:12:58:39
DOCUMENT TITLE: PLTF'S MOTION FOR CASE TERMINATING SANCTIONS, DEFTS' OPPOSITION TO PLTF'S MOTION FOR CASE TERMINATION SANCTIONS AND REPLY IN SUPPORT OF MOTION FOR CASE TERMINATING SANCTIONS
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 03-11-14
SUBMITTED BY: AZION
DATE RECEIVED JUDGE OFFICE:
- 403 3/11/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4338080 - Approved By: NOREVIEW : 03-11-2014:13:00:16
- 404 3/13/2014 - 3370 - Order ...
Additional Text: ORDER ADOPTING RECOMMENDATION FOR ORDER OF DISCOVERY COMMISSIONER OF JANUARY 23, 2014 - Transaction 4341685 - Approved By: NOREVIEW : 03-13-2014:10:10:25

- 405 3/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4341697 - Approved By: NOREVIEW : 03-13-2014:10:12:29
- 406 3/13/2014 - 3370 - Order ...
Additional Text: ORDER REGARDING MOTION FOR STAY-MOOT - Transaction 4341698 - Approved By: NOREVIEW : 03-13-2014:10:12:39
- 407 3/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4341706 - Approved By: NOREVIEW : 03-13-2014:10:14:14
- 408 3/13/2014 - 2840 - Ord Denying ...
Additional Text: ORDER DENYING MOTION FOR RECONSIDERATION - Transaction 4341710 - Approved By: NOREVIEW : 03-13-2014:10:17:01
- 409 3/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4341719 - Approved By: NOREVIEW : 03-13-2014:10:18:30
- 410 3/13/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 411 3/13/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 412 3/13/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 413 3/14/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4344719 - Approved By: NOREVIEW : 03-14-2014:15:30:42
- 414 3/14/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4344719 - Approved By: NOREVIEW : 03-14-2014:15:30:42
- 415 3/14/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4344719 - Approved By: NOREVIEW : 03-14-2014:15:30:42
- 416 3/14/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4344727 - Approved By: NOREVIEW : 03-14-2014:15:32:29
- 417 3/19/2014 - 2490 - Motion ...
Additional Text: MOTION TO HOLD THE DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE - Transaction 4351365 - Approved By: YLLOYD : 03-20-2014:11:34:45
- 418 3/20/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4352218 - Approved By: NOREVIEW : 03-20-2014:11:37:46
- 419 3/27/2014 - 3347 - Ord to Set
Additional Text: ORDER TO SET HEARING ON MOTION FOR CASE TERMINATING SANCTIONS - Transaction 4363199 - Approved By: NOREVIEW : 03-27-2014:15:25:29
- 420 3/27/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4363201 - Approved By: NOREVIEW : 03-27-2014:15:26:29
- 421 3/27/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 422 4/1/2014 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 4368955 - Approved By: MCHOLICO : 04-02-2014:09:35:07

- 423 4/1/2014 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM AND FOR DEPOSTION - YUVAL BRASH - Transaction 4368955 - Approved By: MCHOLICO : 04-02-2014:09:35:07
- 424 4/1/2014 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 4368955 - Approved By: MCHOLICO : 04-02-2014:09:35:07
- 425 4/1/2014 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM AND FOR DEPOSITION - IRA VICTOR - Transaction 4368955 - Approved By: MCHOLICO : 04-02-2014:09:35:07
- 426 4/2/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4369489 - Approved By: NOREVIEW : 04-02-2014:09:36:02
- 427 4/3/2014 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING ON MOTION FOR CASE TERMINATING SANCTIONS ON MAY 14, 2014 AT 9:00 A.M. - Transaction 4372615 - Approved By: NOREVIEW : 04-03-2014:15:54:06
- 428 4/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4372620 - Approved By: NOREVIEW : 04-03-2014:15:55:08
- 429 4/8/2014 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION TO HOLD THE DEFENDANTS IN CONTEMPT OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE - Transaction 4377117 - Approved By: MCHOLICO : 04-08-2014:10:18:23
- 430 4/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4377434 - Approved By: NOREVIEW : 04-08-2014:10:19:26
- 431 4/8/2014 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO HOLD THE DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE - Transaction 4378719 - Approved By: YLLOYD : 04-08-2014:16:48:25
- 432 4/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4378741 - Approved By: NOREVIEW : 04-08-2014:16:49:31
- 433 4/8/2014 - 3860 - Request for Submission
Additional Text: Transaction 4378828 - Approved By: YVILORIA : 04-08-2014:17:02:51
DOCUMENT TITLE: PLAINTIFFS' MOTION TO HOLD DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE FILED 3-19-14; DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO HOLD DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE, FILED 4-8-14; AND REPLY IN SUPPORT OF MOTION TO HOLD DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE FILED 4-8-14
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: APRIL 8, 2014
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 434 4/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4378837 - Approved By: NOREVIEW : 04-08-2014:17:03:54
- 435 4/18/2014 - 3242 - Ord Setting Hearing
Additional Text: ORDER SETTING HEARING ON MOTION TO HOLD DEFENDANTS IN CONTEMPT, ORDER DEFENDANTS TO RELEASE EVIDENCE SET FOR MAY 14, 2014 AT 9:00 A.M. - Transaction 4394089 - Approved By: NOREVIEW : 04-18-2014:16:36:31
- 436 4/18/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 437 4/18/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4394094 - Approved By: NOREVIEW : 04-18-2014:16:37:30

438 4/21/2014 - 2270 - Mtn to Compel...

Additional Text: PLTFS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS - Transaction 4396156 - Approved By: AZION : 04-22-2014:09:28:30

439 4/22/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4396531 - Approved By: NOREVIEW : 04-22-2014:09:33:59

440 4/25/2014 - 2270 - Mtn to Compel...

Additional Text: PLAINTIFFS' MOTION TO COMPEL DEPOSITION AND FOR SANCTIONS - Transaction 4403506 - Approved By: YVILORIA : 04-25-2014:11:24:33

441 4/25/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4403652 - Approved By: NOREVIEW : 04-25-2014:11:25:32

442 5/6/2014 - 2610 - Notice ...

Additional Text: NOTICE OF ASSOCIATION OF COUNSEL - H. STAN JOHNSON, ESQ. & STEVEN B. COHEN, ESQ. OBO MEI-GSH HOLDINGS, LLC., GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, AND GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC - Transaction 4419644 - Approved By: MFERNAND : 05-07-2014:08:54:11

443 5/7/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4420088 - Approved By: NOREVIEW : 05-07-2014:08:55:43

444 5/7/2014 - 4055 - Subpoena

Additional Text: SUBPOENA FOR APPEARANCE - IRA VICTOR - Transaction 4421366 - Approved By: MCHOLICO : 05-07-2014:14:55:51

445 5/7/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4421695 - Approved By: NOREVIEW : 05-07-2014:14:56:51

446 5/8/2014 - 3720 - Proof of Service

Additional Text: Transaction 4422961 - Approved By: YLLOYD : 05-08-2014:10:59:47

447 5/8/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4423089 - Approved By: NOREVIEW : 05-08-2014:11:00:48

448 5/12/2014 - 3795 - Reply...

Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF DOCUMENTS - Transaction 4428375 - Approved By: MFERNAND : 05-13-2014:09:30:02

449 5/12/2014 - 3860 - Request for Submission

Additional Text: PLAINTIFFS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS & REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF DOCUMENTS (NO PAPER ORDER PROVIDED) - Transaction 4428375 - Approved By: MFERNAND : 05-13-2014:09:30:02
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: 05/13/2014
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:

450 5/13/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4428714 - Approved By: NOREVIEW : 05-13-2014:09:30:57

451 5/13/2014 - 3795 - Reply...

Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION TO COMPEL DESPOSITION AND FOR SANCTIONS - Transaction 4428946 - Approved By: MFERNAND : 05-13-2014:12:24:46

452 5/13/2014 - 3860 - Request for Submission

Additional Text: PLAINTIFF'S MOTION TO COMPEL DEPOSITION AND FOR SANCTIONS & REPLY IN SUPPORT OF MOTION TO COMPEL DEPOSITION AND FOR SANCTIONS (NO PAPER ORDER PROVIDED) - Transaction 4428946 - Approved By: MFERNAND :

05-13-2014:12:24:46

PARTY SUBMITTING: JONATHAN J. TEW, ESQ.

DATE SUBMITTED: 05/13/14

SUBMITTED BY: M. FERNANDEZ

DATE RECEIVED JUDGE OFFICE:

453 5/13/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4429389 - Approved By: NOREVIEW : 05-13-2014:12:25:44

454 5/14/2014 - 1695 - ** Exhibit(s) ...

Additional Text: DEFENSE EXHIBIT 1; PLAINTIFF'S EXHIBITS 2 & 3

455 5/14/2014 - 4055 - Subpoena

Additional Text: JARRAD C MILLER ESQ, MAY 14, 2014

456 5/15/2014 - S200 - Request for Submission Complet

Additional Text: JUDGE RULED ON IN OPEN COURT ON MAY 14, 2014; COUNSEL MILLER WILL PREPARE THE ORDER

457 5/15/2014 - 3370 - Order ...

Additional Text: ORDER FOR CONTEMPT AND SANCTIONS - Transaction 4434601 - Approved By: NOREVIEW : 05-15-2014:16:06:55

458 5/15/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4434609 - Approved By: NOREVIEW : 05-15-2014:16:07:52

459 5/16/2014 - 2610 - Notice ...

Additional Text: NOTICE OF COMPLIANCE - Transaction 4435987 - Approved By: AZION : 05-16-2014:13:23:24

460 5/16/2014 - 1250E - Application for Setting eFile

Additional Text: FOR CONTINUATION OF HEARING ON MOTION FOR CASE-CONCLUDING SANCTIONS ON AUGUST 1, 2014 AT 8:30 A.M. - Transaction 4436029 - Approved By: NOREVIEW : 05-16-2014:13:16:51

461 5/16/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4436032 - Approved By: NOREVIEW : 05-16-2014:13:17:41

462 5/16/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4436045 - Approved By: NOREVIEW : 05-16-2014:13:24:24

463 5/23/2014 - 3370 - Order ...

Additional Text: ORDER REGARDING CONTEMPT OF MR. BRASH - Transaction 4446554 - Approved By: NOREVIEW : 05-23-2014:10:36:46

464 5/23/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4446557 - Approved By: NOREVIEW : 05-23-2014:10:37:49

465 5/28/2014 - 2270 - Mtn to Compel...

Additional Text: PLAINTIFF'S RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS - Transaction 4451717 - Approved By: YLLOYD : 05-28-2014:15:52:51

466 5/28/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4452081 - Approved By: NOREVIEW : 05-28-2014:15:57:05

467 5/29/2014 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 4453132 - Approved By: NOREVIEW : 05-29-2014:11:32:58

468 5/29/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4453136 - Approved By: NOREVIEW : 05-29-2014:11:34:01

469 6/4/2014 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF MOTION - Transaction 4461912 - Approved By: YLLOYD : 06-04-2014:16:06:53

470 6/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4462231 - Approved By: NOREVIEW : 06-04-2014:16:10:23

471 6/16/2014 - 4047 - Stip Extension of Time ...
Additional Text: STIPULATION TO EXTEND BREIFING SCHEDULE - Transaction 4478499 - Approved By: AZION : 06-16-2014:15:02:45

472 6/16/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4478608 - Approved By: NOREVIEW : 06-16-2014:15:03:44

473 6/17/2014 - 3030 - Ord Granting Extension Time
Additional Text: ORDER EXTENDING BRIEFING SCHEDULE - Transaction 4479732 - Approved By: NOREVIEW : 06-17-2014:10:13:28

474 6/17/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4479736 - Approved By: NOREVIEW : 06-17-2014:10:14:28

475 6/17/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4480002 - Approved By: NOREVIEW : 06-17-2014:11:34:55

476 6/17/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4480004 - Approved By: NOREVIEW : 06-17-2014:11:35:59

477 6/17/2014 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION - KEVIN GILDESGARD - Transaction 4480453 - Approved By: MFERNAND : 06-17-2014:15:39:23

478 6/17/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4480739 - Approved By: NOREVIEW : 06-17-2014:15:43:18

479 6/18/2014 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO "PLAINTIFF'S RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS" - Transaction 4483072 - Approved By: YLLOYD : 06-19-2014:09:10:18

480 6/19/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4483309 - Approved By: NOREVIEW : 06-19-2014:09:11:57

481 6/19/2014 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING CONTINUED DEPOSITION - Transaction 4484094 - Approved By: MCHOLICO : 06-19-2014:16:00:01

482 6/19/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4484556 - Approved By: NOREVIEW : 06-19-2014:16:01:02

483 6/26/2014 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING CONTINUED DEPOSITION - Transaction 4493884 - Approved By: YLLOYD : 06-26-2014:13:54:20

484 6/26/2014 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 4493884 - Approved By: YLLOYD : 06-26-2014:13:54:20

485 6/26/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4494069 - Approved By: NOREVIEW : 06-26-2014:13:55:23

- 486 6/30/2014 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS - Transaction 4498338 - Approved By: MCHOLICO : 07-01-2014:09:55:34
- 487 6/30/2014 - 4105 - Supplemental ...
Additional Text: SUPPLEMENTAL DECLARATION OF JARRAD C. MILLER, ESQ. IN SUPPORT OF PLAINTIFFS' RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS - Transaction 4498338 - Approved By: MCHOLICO : 07-01-2014:09:55:34
- 488 7/1/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4498896 - Approved By: NOREVIEW : 07-01-2014:09:56:32
- 489 7/1/2014 - 3860 - Request for Submission
Additional Text: Transaction 4500189 - Approved By: YLLOYD : 07-02-2014:09:13:25
DOCUMENT TITLE: PLAINTIFFS' RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD MILLER
DATE SUBMITTED: 7/1/14
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:
- 490 7/2/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4500671 - Approved By: NOREVIEW : 07-02-2014:09:14:38
- 491 7/7/2014 - 1940 - Master's Findings/Recommend
Additional Text: RECOMMENDATION FOR ORDER - Transaction 4505604 - Approved By: NOREVIEW : 07-07-2014:13:49:30
- 492 7/7/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4505608 - Approved By: NOREVIEW : 07-07-2014:13:50:28
- 493 7/7/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 494 7/16/2014 - 4055 - Subpoena
Additional Text: FOR APPEARANCE - YUVAL BRASH - Transaction 4518542 - Approved By: AZION : 07-16-2014:09:14:24
- 495 7/16/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4518654 - Approved By: NOREVIEW : 07-16-2014:09:15:22
- 496 7/23/2014 - 2690 - Ord Affirming Master Recommend
Additional Text: Transaction 4529808 - Approved By: NOREVIEW : 07-23-2014:12:38:19
- 497 7/23/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4529809 - Approved By: NOREVIEW : 07-23-2014:12:39:09
- 498 7/24/2014 - 4105 - Supplemental ...
Additional Text: SUPPLEMENT OF EVIDENCE RECENTY OBTAINED FROM DEFENDANTS' EXPERTS IN SUPPORT OF PLAINTIFFS' JANUARY 27, 2014 RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS - Transaction 4531339 - Approved By: YLLOYD : 07-24-2014:10:47:17
- 499 7/24/2014 - 1520 - Declaration
Additional Text: DECLARATION OF JARRAD C MILLER IN SUPPORT OF SUPPLEMENT OF EVIDENCE RECENTY OBTAINED FROM DEFENDANTS' EXPERTS IN SUPPORT OF PLAINTIFFS' JANUARY 27, 2014 RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS - Transaction 4531339 - Approved By: YLLOYD : 07-24-2014:10:47:17
- 500 7/24/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4531411 - Approved By: NOREVIEW : 07-24-2014:10:48:20

- 501 7/24/2014 - MIN - ***Minutes
Additional Text: 5/14/14 - MOTION FOR CASE TERMINATING SANCTIONS - Transaction 4532277 - Approved By: NOREVIEW : 07-24-2014:15:14:32
- 502 7/24/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4532289 - Approved By: NOREVIEW : 07-24-2014:15:15:45
- 503 7/31/2014 - 2630 - Objection to ...
Additional Text: DEFENDANTS' OBJECTION TO PLAINTIFFS' "SUPPLEMENT OF EVIDENCE RECENTLY OBTAINED FROM DEFENDANTS' EXPERT IN SUPPORT OF PLAINTIFFS' JANUARY 27, 2014 RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS" - Transaction 4541563 - Approved By: MFERNAND : 07-31-2014:14:07:01
- 504 7/31/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4541600 - Approved By: NOREVIEW : 07-31-2014:14:08:01
- 505 8/1/2014 - CO - **Court Ordered Deposit
No additional text exists for this entry.
- 506 8/4/2014 - MIN - ***Minutes
Additional Text: 8/1/14 - CONT'D HRG ON PLTF'S MOTION FOR CASE-CONCLUDING SANCTIONS. - Transaction 4545169 - Approved By: NOREVIEW : 08-04-2014:11:02:01
- 507 8/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4545173 - Approved By: NOREVIEW : 08-04-2014:11:02:59
- 508 8/5/2014 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$500.00 on Check Number 28805
- 509 8/8/2014 - 4185 - Transcript
Additional Text: 8/1/14 - Motions Hearing - Transaction 4553077 - Approved By: NOREVIEW : 08-08-2014:08:14:27
- 510 8/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4553079 - Approved By: NOREVIEW : 08-08-2014:08:15:27
- 511 8/11/2014 - MIN - ***Minutes
Additional Text: 8/11/14 - CONT'D HRG ON PLAINTIFF'S RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS. - Transaction 4556224 - Approved By: NOREVIEW : 08-11-2014:14:49:11
- 512 8/11/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4556230 - Approved By: NOREVIEW : 08-11-2014:14:50:13
- 513 8/14/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 514 8/21/2014 - 4185 - Transcript
Additional Text: Transaction 4572315 - Approved By: NOREVIEW : 08-21-2014:15:31:18
- 515 8/21/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4572317 - Approved By: NOREVIEW : 08-21-2014:15:32:17
- 516 8/22/2014 - 2245 - Mtn in Limine
Additional Text: DEFENDANTS' MOTIONS IN LIMINE - Transaction 4574464 - Approved By: MFERNAND : 08-22-2014:16:07:12
- 517 8/22/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4574532 - Approved By: NOREVIEW : 08-22-2014:16:08:14

- 518 8/22/2014 - 1120 - Amended ...
Additional Text: DEFENDANT'S AMENDED TRIAL STATEMENT - Transaction 4574685 - Approved By: MCHOLICO : 08-25-2014:08:51:06
- 519 8/25/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4574904 - Approved By: NOREVIEW : 08-25-2014:08:54:03
- 520 8/25/2014 - 4185 - Transcript
Additional Text: Thomas v GSR - Cont'd Hearing Renewed Motion for Case-Concluding Sanctions 8/ 11/14 - Transaction 4576210 - Approved By: NOREVIEW : 08-25-2014:14:55:34
- 521 8/25/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4576216 - Approved By: NOREVIEW : 08-25-2014:14:56:30
- 522 10/3/2014 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS; PARTIES WILL SET HEARING TO PROVE UP DAMAGES - Transaction 4636596 - Approved By: NOREVIEW : 10-03-2014:14:02:46
- 523 10/3/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 524 10/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4636599 - Approved By: NOREVIEW : 10-03-2014:14:03:34
- 525 10/6/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4638073 - Approved By: NOREVIEW : 10-06-2014:11:06:51
- 526 10/6/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4638079 - Approved By: NOREVIEW : 10-06-2014:11:07:45
- 527 10/9/2014 - 2605 - Notice to Set
Additional Text: OCTOBER 13, 2014 @ 3:00 PM - Transaction 4644304 - Approved By: MELWOOD : 10-09-2014:12:43:40
- 528 10/9/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4644638 - Approved By: NOREVIEW : 10-09-2014:12:44:40
- 529 10/10/2014 - 2010 - Mtn for Attorney's Fee
Additional Text: MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) - Transaction 4647747 - Approved By: YLLOYD : 10-13-2014:10:28:48
- 530 10/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4648394 - Approved By: NOREVIEW : 10-13-2014:10:30:10
- 531 10/13/2014 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING TO PROVE UP DAMAGES SET FOR JANUARY 26, 2015 AT 8:30 A.M. (3-5 DAYS) - Transaction 4649489 - Approved By: NOREVIEW : 10-13-2014:15:19:46
- 532 10/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4649501 - Approved By: NOREVIEW : 10-13-2014:15:21:07
- 533 10/13/2014 - 2475 - Mtn to Strike...
Additional Text: MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE
- 534 10/16/2014 - 2490 - Motion ...
Additional Text: MOTION FOR APPOINTMENT OF RECEIVER
- 535 10/23/2014 - 4300 - Withdrawal of Counsel
Additional Text: REESE KINTZ BROHAWN LLC FOR GRAND SIERRA RESORT AND GAGE VILLAGE DEVELOPEMENT LLC - Transaction 4666056 - Approved By: YLLOYD : 10-23-2014:15:57:35

- 536 10/23/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4666630 - Approved By: NOREVIEW : 10-23-2014:15:58:37
- 537 10/23/2014 - 2490 - Motion ...
Additional Text: DEFT MEI-GSR HOLDINGS, LLC., GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC MOTION FOR RECONSIDERATION AND ORAL ARGUMENT FOR THE ORDER GRANTING PLTF'S MOTION FOR CASE-TERMINATING SANCTIONS - Transaction 4666988 - Approved By: MELWOOD : 10-24-2014:09:51:44
- 538 10/24/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4667366 - Approved By: NOREVIEW : 10-24-2014:09:53:10
- 539 10/24/2014 - 4075 - Substitution of Counsel
Additional Text: H. STAN JOHNSON, ESQ in place of DEVON REESE, ESQ - Transaction 4667760 - Approved By: MELWOOD : 10-24-2014:12:43:29
- 540 10/24/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4668087 - Approved By: NOREVIEW : 10-24-2014:12:44:13
- 541 10/29/2014 - 2650 - Opposition to ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(B)(2) - Transaction 4674990 - Approved By: MCHOLICO : 10-30-2014:11:02:51
- 542 10/30/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4675651 - Approved By: NOREVIEW : 10-30-2014:11:03:55
- 543 10/30/2014 - 2650 - Opposition to ...
Additional Text: Defendants' Opposition to Plaintiffs' Motion for Fees and Costs Puruant to NRCP 37(B)(2) - Transaction 4675693 - Approved By: ADEGAYNE : 10-30-2014:11:22:50
- 544 10/30/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4675797 - Approved By: NOREVIEW : 10-30-2014:11:24:30
- 545 11/3/2014 - 2610 - Notice ...
Additional Text: NOTICE OF ASSOCIATION OF COUNSEL - Transaction 4677955 - Approved By: YVILORIA : 11-03-2014:12:08:45
- 546 11/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4678276 - Approved By: NOREVIEW : 11-03-2014:12:09:39
- 547 11/3/2014 - 3860 - Request for Submission
Additional Text: Transaction 4679233 - Approved By: YLLOYD : 11-04-2014:08:24:10
DOCUMENT TITLE: MOTIOON TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 11/3/14
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:
- 548 11/3/2014 - 3860 - Request for Submission
Additional Text: Transaction 4679233 - Approved By: YLLOYD : 11-04-2014:08:24:10
DOCUMENT TITLE: MOTION FOR APPOINTMENT OF RECEIVER (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 11/3/14
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:
- 549 11/3/2014 - 2650 - Opposition to ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE - Transaction 4679526 - Approved By: MFERNAND : 11-04-2014:08:49:11
- 550 11/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4679645 - Approved By: NOREVIEW : 11-04-2014:08:25:16

- 551 11/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4679751 - Approved By: NOREVIEW : 11-04-2014:08:50:08
- 552 11/5/2014 - 2840 - Ord Denying ...
Additional Text: ORDER DENYING MOTION FOR RECONSIDERATION AND ORAL ARGUMENT ON THE ORDER GRANTING PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS - Transaction 4682514 - Approved By: NOREVIEW : 11-05-2014:12:09:24
- 553 11/5/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4682518 - Approved By: NOREVIEW : 11-05-2014:12:10:11
- 554 11/5/2014 - 3370 - Order ...
Additional Text: ORDER REGARDING MOTION FOR APPOINTMENT OF RECEIVER - Transaction 4682941 - Approved By: NOREVIEW : 11-05-2014:13:58:08
- 555 11/5/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4682945 - Approved By: NOREVIEW : 11-05-2014:13:59:00
- 556 11/5/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 557 11/5/2014 - 3370 - Order ...
Additional Text: ORDER REGARDING MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE - Transaction 4683183 - Approved By: NOREVIEW : 11-05-2014:14:40:41
- 558 11/5/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4683186 - Approved By: NOREVIEW : 11-05-2014:14:41:41
- 559 11/5/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 560 11/5/2014 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR A RECEIVER - Transaction 4683733 - Approved By: MFERNAND : 11-06-2014:08:25:51
- 561 11/6/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4683864 - Approved By: NOREVIEW : 11-06-2014:08:29:11
- 562 11/6/2014 - 3347 - Ord to Set
Additional Text: ORDER TO SET ORAL ARGUMENT ON MOTION TO STRIKE AND MOTION FOR APPT. OF RECEIVER - Transaction 4684931 - Approved By: NOREVIEW : 11-06-2014:13:00:36
- 563 11/6/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4684932 - Approved By: NOREVIEW : 11-06-2014:13:01:26
- 564 11/7/2014 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOITON FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) - Transaction 4687782 - Approved By: YLLOYD : 11-07-2014:16:24:40
- 565 11/7/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4687980 - Approved By: NOREVIEW : 11-07-2014:16:25:39
- 566 11/10/2014 - 3860 - Request for Submission
Additional Text: Transaction 4689120 - Approved By: YLLOYD : 11-10-2014:14:53:03
DOCUMENT TITLE: MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) AND OPPOSITION TO PLAINTIFFS' MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(B)(2) AND REPLY IN SUPPORT OF MOTION FOR FEES AND COSTS (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 11/10/14
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:

- 567 11/10/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4689617 - Approved By: NOREVIEW : 11-10-2014:14:53:56
- 568 11/10/2014 - 1250E - Application for Setting eFile
Additional Text: FOR ORAL ARGUMENT ON MOTION TO STRIKE AND MOTION FOR RECEIVER - Transaction 4689829 - Approved By: NOREVIEW : 11-10-2014:15:34:41
- 569 11/10/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4689833 - Approved By: NOREVIEW : 11-10-2014:15:35:38
- 570 11/17/2014 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR APPOINTMENT OF RECEIVER - Transaction 4699866 - Approved By: MELWOOD : 11-18-2014:08:54:49
- 571 11/17/2014 - 3790 - Reply to/in Opposition
Additional Text: REPLY IN SUPPORT OF MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMNE - Transaction 4699882 - Approved By: MELWOOD : 11-18-2014:09:14:22
- 572 11/18/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4700083 - Approved By: NOREVIEW : 11-18-2014:08:56:22
- 573 11/18/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4700158 - Approved By: NOREVIEW : 11-18-2014:09:15:49
- 574 11/18/2014 - 3860 - Request for Submission
Additional Text: Transaction 4700573 - Approved By: YVILORIA : 11-18-2014:11:45:47
DOCUMENT TITLE: MOTION FOR APPOINTMENT OF RECEIVE FILED 10-16-14; THE DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR A RECEIVER, FILED 11-5-14 AND THE REPLY IN SUPPORT OF MOTION FOR APPOINTMENT OF RECEIVER FILED 11-17-14 (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: NOVEMBER 18, 2014
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 575 11/18/2014 - 3860 - Request for Submission
Additional Text: Transaction 4700573 - Approved By: YVILORIA : 11-18-2014:11:45:47
DOCUMENT TITLE: MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE, FILED 10-13-14; THE DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE, FILED 11-3-14 AND THE REPLY IN SUPPORT OF MOTION TO STRIKE DEFENDANTS' TRIAL STATEMENT AND MOTIONS IN LIMINE FILED 11-17-14 (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: NOVEMBER 18, 2014
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 576 11/18/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4700762 - Approved By: NOREVIEW : 11-18-2014:11:46:49
- 577 11/18/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 578 11/18/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 579 11/19/2014 - MIN - ***Minutes
Additional Text: 11/19/14 - ORAL ARGUMENTS - Transaction 4703940 - Approved By: NOREVIEW : 11-19-2014:16:56:08
- 580 11/19/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4703945 - Approved By: NOREVIEW : 11-19-2014:16:57:06

- 581 11/25/2014 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING PLAINTIFFS' MOTION TO STRIKE THE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE - Transaction 4712031 - Approved By: NOREVIEW : 11-25-2014:16:51:32
- 582 11/25/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4712040 - Approved By: NOREVIEW : 11-25-2014:16:52:33
- 583 11/26/2014 - 1550 - Default
Additional Text: MEI-GSR HOLDINGS, LLC, A NEVADA LIMITED LIABILITY COMPANY, ET AL
- 584 12/10/2014 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING PLAINTIFF'S MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) - Transaction 4730277 - Approved By: NOREVIEW : 12-10-2014:12:37:23
- 585 12/10/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 586 12/10/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4730279 - Approved By: NOREVIEW : 12-10-2014:12:38:20
- 587 12/10/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4730563 - Approved By: NOREVIEW : 12-10-2014:14:17:37
- 588 12/10/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4730566 - Approved By: NOREVIEW : 12-10-2014:14:18:25
- 589 12/15/2014 - 3785 - Reply Brief
Additional Text: DEFENTANTS' BRIEF IN SUPPORT OF SUGGESTIONS ON HOW TO CONDUCT THE EVIDENTIARY HEARING CONCERNING DAMAGES - Transaction 4736053 - Approved By: YLLOYD : 12-15-2014:14:00:06
- 590 12/15/2014 - 1360 - Certificate of Service
Additional Text: Transaction 4736057 - Approved By: YLLOYD : 12-15-2014:13:15:15
- 591 12/15/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4736190 - Approved By: NOREVIEW : 12-15-2014:13:16:13
- 592 12/15/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4736377 - Approved By: NOREVIEW : 12-15-2014:14:02:42
- 593 12/15/2014 - 3650 - Points and Authorities
Additional Text: PLAINTIFFS' BRIEF PROPOSING PROCEDURES FOR DAMAGES PROVE-UP HEARING - Transaction 4737033 - Approved By: MPURDY : 12-15-2014:16:47:25
- 594 12/15/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4737356 - Approved By: NOREVIEW : 12-15-2014:16:48:28
- 595 1/6/2015 - 3242 - Ord Setting Hearing
Additional Text: ORDER SETTING HEARING FOR JANUARY 13, 2015 AT 2:00 P.M. - Transaction 4761690 - Approved By: NOREVIEW : 01-06-2015:15:26:23
- 596 1/6/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4761692 - Approved By: NOREVIEW : 01-06-2015:15:27:31
- 597 1/7/2015 - 2745 - Ord Appointing ...
Additional Text: ORDER APPOINTING RECEIVER AND DIRECTING DEFENDANTS' COMPLIANCE
- 598 1/7/2015 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4763633 - Approved By: NOREVIEW : 01-07-2015:14:42:00

- 599 1/7/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4763642 - Approved By: NOREVIEW : 01-07-2015:14:43:23
- 600 1/13/2015 - MIN - ***Minutes
Additional Text: 1/13/15 - HRG RE: TRANSFER OF PROPERTY - Transaction 4771968 - Approved By: NOREVIEW : 01-13-2015:15:34:29
- 601 1/13/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4771970 - Approved By: NOREVIEW : 01-13-2015:15:35:30
- 602 1/15/2015 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING TO PROVE UP DAMAGES IS VACATED FOR JANUARY 26-30, 2015 AND RESET FOR FEBRUARY 9-11, 2015 AT 8:30 A.M. - Transaction 4774655 - Approved By: NOREVIEW : 01-15-2015:08:52:21
- 603 1/15/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4774658 - Approved By: NOREVIEW : 01-15-2015:08:53:10
- 604 1/15/2015 - MIN - ***Minutes
Additional Text: 1/15/15 - IN CHAMBERS CONFERENCE - Transaction 4775239 - Approved By: NOREVIEW : 01-15-2015:11:37:51
- 605 1/15/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4775246 - Approved By: NOREVIEW : 01-15-2015:11:40:51
- 606 1/21/2015 - 3980 - Stip and Order...
Additional Text: STIPULATION AND ORDER REGARDING ADDITION OF AM-GSR HOLDINGS, LLC AS DEFENDANT - Transaction 4781384 - Approved By: NOREVIEW : 01-21-2015:11:04:17
- 607 1/21/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4781386 - Approved By: NOREVIEW : 01-21-2015:11:05:10
- 608 2/3/2015 - 1670 - Ex-Parte Mtn...
Additional Text: DEFENDANT'S EX-PARTE MOTION FOR ORDER SHORTENING TIME ON DEFENDANT'S MOTION FOR STAY THE COMMENCEMENT OF THE HEARING ON DAMAGES SET TO COMMENCE OF FEBRUARY 9, 2015 - Transaction 4800941 - Approved By: YLLOYD : 02-03-2015:15:57:47
- 609 2/3/2015 - 2490 - Motion ...
Additional Text: DEFENDANT'S MOTION ON AN ORDER SHORTENING TIME FOR A MOTION TO CONTINUE THE HEARING ON DAMAGES SET TO COMMENCE ON FEBRUARY 9, 2015 - Transaction 4800951 - Approved By: YLLOYD : 02-03-2015:16:17:40
- 610 2/3/2015 - 3242 - Ord Setting Hearing
Additional Text: ORDER SETTING HEARING ON FEBRUARY 5, 2015 AT 1:30 P.M. - Transaction 4801095 - Approved By: NOREVIEW : 02-03-2015:15:23:30
- 611 2/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4801099 - Approved By: NOREVIEW : 02-03-2015:15:24:30
- 612 2/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4801239 - Approved By: NOREVIEW : 02-03-2015:15:58:42
- 613 2/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4801295 - Approved By: NOREVIEW : 02-03-2015:16:18:34
- 614 2/5/2015 - 3370 - Order ...
Additional Text: ORDER REGARDING PROVE UP HEARING - Transaction 4805592 - Approved By: NOREVIEW : 02-05-2015:15:44:30
- 615 2/5/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4805593 - Approved By: NOREVIEW : 02-05-2015:15:45:30

- 616 2/6/2015 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING TO PROVE UP DAMAGES SET FOR MARCH 23-25, 2015; SAID HEARING WILL START DAILY AT 8:30 A.M. - Transaction 4805942 - Approved By: NOREVIEW : 02-06-2015:08:00:43
- 617 2/6/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4805943 - Approved By: NOREVIEW : 02-06-2015:08:01:43
- 618 3/9/2015 - MIN - ***Minutes
Additional Text: 2/4/15 - IN CHAMBERS CONFERENCE - Transaction 4851131 - Approved By: NOREVIEW : 03-09-2015:11:43:58
- 619 3/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4851138 - Approved By: NOREVIEW : 03-09-2015:11:45:09
- 620 3/17/2015 - 1225 - Application Default Judgment
Additional Text: APPLICATION FOR DEFAULT JUDGMENT PURSUANT TO NRCP 55(b)(2) - Transaction 4865236 - Approved By: MPURDY : 03-17-2015:16:51:04
- 621 3/17/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4865513 - Approved By: NOREVIEW : 03-17-2015:16:52:01
- 622 3/23/2015 - 1650 - Errata...
Additional Text: ERRATA TO APPLICATION FOR DEFAULT JUDGMENT - Transaction 4874144 - Approved By: MELWOOD : 03-23-2015:16:45:42
- 623 3/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4874374 - Approved By: NOREVIEW : 03-23-2015:16:46:49
- 624 3/23/2015 - MIN - ***Minutes
Additional Text: 3/23/15 - PROVE UP HRG (DAY 1) - Transaction 4874454 - Approved By: NOREVIEW : 03-23-2015:17:29:40
- 625 3/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4874455 - Approved By: NOREVIEW : 03-23-2015:17:30:40
- 626 3/24/2015 - MIN - ***Minutes
Additional Text: 3/24/15 - ONGOING PROVE UP HRG (DAY 2) - Transaction 4875984 - Approved By: NOREVIEW : 03-24-2015:15:19:01
- 627 3/24/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4876000 - Approved By: NOREVIEW : 03-24-2015:15:20:24
- 628 3/25/2015 - MIN - ***Minutes
Additional Text: 3/25/15 - ONGOING PROVE UP HRG (DAY 3) - Transaction 4877854 - Approved By: NOREVIEW : 03-25-2015:14:39:41
- 629 3/25/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4877861 - Approved By: NOREVIEW : 03-25-2015:14:40:39
- 630 3/25/2015 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 4877990 - Approved By: YLLOYD : 03-25-2015:16:51:35
- 631 3/25/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4878512 - Approved By: NOREVIEW : 03-25-2015:16:53:20
- 632 4/24/2015 - 1960 - Memorandum ...
Additional Text: MEMORANDUM IN SUPPORT OF SUPPLEMENTAL EVIDENCE PURSUANT TO PROVE-UP HEARING
- 633 4/27/2015 - 4187 - Transcript - Sealed
Additional Text: Transaction 4925552 - Approved By: YLLOYD : 04-28-2015:08:19:01

634 4/27/2015 - 4185 - Transcript
Additional Text: Transaction 4925552 - Approved By: YLLOYD : 04-28-2015:08:19:01

635 4/27/2015 - 4185 - Transcript
Additional Text: Transaction 4925552 - Approved By: YLLOYD : 04-28-2015:08:19:01

636 4/27/2015 - 4185 - Transcript
Additional Text: Transaction 4925552 - Approved By: YLLOYD : 04-28-2015:08:19:01

637 4/27/2015 - 1670 - Ex-Parte Mtn...
Additional Text: PLAINTIFFS' EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE - Transaction 4925871 - Approved By: CSULEZIC : 04-28-2015:09:08:43

638 4/28/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4926054 - Approved By: NOREVIEW : 04-28-2015:08:20:13

639 4/28/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4926301 - Approved By: NOREVIEW : 04-28-2015:09:09:54

640 5/20/2015 - 3860 - Request for Submission
Additional Text: Transaction 4962698 - Approved By: YVILORIA : 05-20-2015:14:25:39
DOCUMENT TITLE: PLAINTIFF'S EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE FILED 4-27-15
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: MAY 20, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:

641 5/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4962918 - Approved By: NOREVIEW : 05-20-2015:14:26:40

642 5/21/2015 - 2490 - Motion ...
Additional Text: DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFFS' MEMORANDUM OF SUPPLEMENTAL EVIDENCE PURSUANT TO PROVE-UP HEARING - Transaction 4965156 - Approved By: MCHOLICO : 05-21-2015:16:36:47

643 5/21/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4965728 - Approved By: NOREVIEW : 05-21-2015:16:38:08

644 6/8/2015 - 2630 - Objection to ...
Additional Text: OPPOSITION TO PLAINTIFF'S EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE - Transaction 4987309 - Approved By: YVILORIA : 06-08-2015:09:09:42

645 6/8/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4987364 - Approved By: NOREVIEW : 06-08-2015:09:10:38

646 6/8/2015 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO THE DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO SUPPLEMENTAL EVIDENCE - Transaction 4989120 - Approved By: YVILORIA : 06-09-2015:10:01:54

647 6/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4989681 - Approved By: NOREVIEW : 06-09-2015:10:03:01

648 6/12/2015 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF APPLICATION FOR ORDER TO SHOW CAUSE - Transaction 4997586 - Approved By: YVILORIA : 06-12-2015:13:15:51

649 6/12/2015 - 3860 - Request for Submission

Additional Text: Transaction 4997586 - Approved By: YVILORIA : 06-12-2015:13:15:51
DOCUMENT TITLE: PLAINTIFFS' EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE FILED 4-27-15
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: JUNE 12, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:

650 6/12/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 4998013 - Approved By: NOREVIEW : 06-12-2015:13:16:54

651 6/15/2015 - 2840 - Ord Denying ...

Additional Text: ORDER DENYING PLAINTIFFS' EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE - Transaction 5000461 -
Approved By: NOREVIEW : 06-15-2015:13:31:34

652 6/15/2015 - S200 - Request for Submission Complet

No additional text exists for this entry.

653 6/15/2015 - S200 - Request for Submission Complet

No additional text exists for this entry.

654 6/15/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5000466 - Approved By: NOREVIEW : 06-15-2015:13:32:41

655 6/15/2015 - S200 - Request for Submission Complet

No additional text exists for this entry.

656 6/15/2015 - 3370 - Order ...

Additional Text: ORDER VACATING THE SUBMISSION OF THE PROVE UP HEARING, ET AL. - Transaction 5001159 - Approved By:
NOREVIEW : 06-15-2015:15:38:22

657 6/15/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5001168 - Approved By: NOREVIEW : 06-15-2015:15:39:33

658 6/18/2015 - 3795 - Reply...

Additional Text: DEFENDANT'S REPLY IN SUPPORT OF MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFFS'
MEMORANDUM OF SUPPLEMENTAL EVIDENCE PURSUANT TO PROVE-UP HEARING - Transaction 5007756 - Approved By: YLLOYD :
06-18-2015:16:44:50

659 6/18/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5007879 - Approved By: NOREVIEW : 06-18-2015:16:45:53

660 6/19/2015 - 3860 - Request for Submission

Additional Text: DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFFS' MEMORANDUM OF SUPPLEMENTAL
EVIDENCE PURSUANT TO PROVE-UP HEARING FILED 5/21/15 - Transaction 5008178 - Approved By: CSULEZIC : 06-19-2015:10:10:42
PARTY SUBMITTING: STAN JOHNSON, ESQ
DATE SUBMITTED: 6/19/15
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:

661 6/19/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5008376 - Approved By: NOREVIEW : 06-19-2015:10:11:40

662 8/7/2015 - 2840 - Ord Denying ...

Additional Text: ORDER DENYING DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFFS' MEMORANDUM OF
SUPPLEMENTAL EVIDENCE PURSUANT TO PROVE UP HEARING - Transaction 5083476 - Approved By: NOREVIEW :
08-07-2015:12:10:39

663 8/7/2015 - S200 - Request for Submission Complet

No additional text exists for this entry.

664 8/7/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5083479 - Approved By: NOREVIEW : 08-07-2015:12:11:38

665 10/9/2015 - 1750 - Findings, Conclusions & Judg
Additional Text: Transaction 5180957 - Approved By: NOREVIEW : 10-09-2015:12:29:36

666 10/9/2015 - S200 - Request for Submission Complet
No additional text exists for this entry.

667 10/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5180958 - Approved By: NOREVIEW : 10-09-2015:12:30:23

668 10/9/2015 - 2545 - Notice of Entry ...
Additional Text: Transaction 5181413 - Approved By: NOREVIEW : 10-09-2015:14:36:55

669 10/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5181417 - Approved By: NOREVIEW : 10-09-2015:14:37:55

670 10/15/2015 - 2605 - Notice to Set
Additional Text: NOTICE OF SETTING PUNITIVE DAMAGES HEARING SET FOR 10/16/15 AT 10:00 AM - Transaction 5189914 -
Approved By: CCOVINGT : 10-15-2015:09:14:52

671 10/15/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5189946 - Approved By: NOREVIEW : 10-15-2015:09:17:40

672 10/16/2015 - 1250E - Application for Setting eFile
Additional Text: HEARING ON PUNITIVE DAMAGES SET FOR DECEMBER 10, 2015, AT 1:30 P.M. - Transaction 5192992 - Approved By:
NOREVIEW : 10-16-2015:13:23:25

673 10/16/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5192998 - Approved By: NOREVIEW : 10-16-2015:13:24:25

674 10/16/2015 - 1950 - Memorandum of Costs
Additional Text: VERIFIED MEMORANDUM OF COSTS - Transaction 5193111 - Approved By: YVILORIA : 10-16-2015:14:20:01

675 10/16/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5193164 - Approved By: NOREVIEW : 10-16-2015:14:21:11

676 10/20/2015 - 2010 - Mtn for Attorney's Fee
Additional Text: Transaction 5197689 - Approved By: YVILORIA : 10-20-2015:15:00:00

677 10/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5197783 - Approved By: NOREVIEW : 10-20-2015:15:01:02

678 10/21/2015 - 2195 - Mtn for Stay ...
Additional Text: DEFENDANTS' MOTION FOR STAY OF EXECUTION OF JUDGMENT PENDING RESOLUTION OF POST-TRIAL MOTIONS
AND FINAL JUDGMENT - Transaction 5200133 - Approved By: YVILORIA : 10-21-2015:16:15:56

679 10/21/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5200194 - Approved By: NOREVIEW : 10-21-2015:16:16:52

680 10/22/2015 - 1670 - Ex-Parte Mtn...
Additional Text: DEFENDANTS' EX PARTE MOTION FOR ORDER SHORTENING TIME ON DEFENDANTS' MOTION FOR STAY OF
EXECUTION OF JUDGMENT PENDING RESOLUTION OF POST-TRIAL MOTIONS AND FINAL JUDGMENT - Transaction 5202042 -
Approved By: CSULEZIC : 10-22-2015:15:53:55

- 681 10/22/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5202574 - Approved By: NOREVIEW : 10-22-2015:15:55:12
- 682 10/22/2015 - 2430 - Mtn to Retax Costs
Additional Text: DEFENDANTS' MOTION TO RETAX PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS - Transaction 5203129 - Approved By: MCHOLICO : 10-23-2015:08:55:30
- 683 10/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5203316 - Approved By: NOREVIEW : 10-23-2015:08:56:40
- 684 10/23/2015 - MIN - ***Minutes
Additional Text: 10/22/15 - CONFERENCE CALL - IN CHAMBERS - Transaction 5203576 - Approved By: NOREVIEW : 10-23-2015:09:51:06
- 685 10/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5203583 - Approved By: NOREVIEW : 10-23-2015:09:52:05
- 686 10/26/2015 - 2250 - Mtn Alter or Amend Judgment
Additional Text: MOTION TO ALTER OR AMEND JUDGMENT: MOTION FOR RECONSIDERATION - Transaction 5207206 - Approved By: TBRITTON : 10-27-2015:09:10:23
- 687 10/26/2015 - 1520 - Declaration
Additional Text: DECLARATION OF JONATHAN JOEL TEW, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION TO ALTER OR AMEND JUDGMENT; MOTION FOR RECONSIDERATION - Transaction 5207207 - Approved By: TBRITTON : 10-27-2015:08:40:25
- 688 10/27/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5207318 - Approved By: NOREVIEW : 10-27-2015:08:41:28
- 689 10/27/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5207402 - Approved By: NOREVIEW : 10-27-2015:09:11:30
- 690 10/28/2015 - 2520 - Notice of Appearance
Additional Text: NOTICE OF APPEARANCE AND REQUEST FOR NOTICE - Transaction 5209379 - Approved By: CSULEZIC : 10-28-2015:09:45:40
- 691 10/28/2015 - \$1560 - \$Def 1st Appearance - CV
Additional Text: JAMES PROCTOR - Transaction 5209379 - Approved By: CSULEZIC : 10-28-2015:09:45:40
- 692 10/28/2015 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$213.00 was made on receipt DCDC519426.
- 693 10/28/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5209590 - Approved By: NOREVIEW : 10-28-2015:09:46:42
- 694 10/28/2015 - 1356 - Certificate of Mailing
Additional Text: MAILED TO STEVEN B. COHEN ESQ, H. STAN JOHNSON ESQ, TERRY KINALLY, ESQ - OCTOBER 28, 2015 - Transaction 5209950 - Approved By: YVILORIA : 10-28-2015:12:57:38
- 695 10/28/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5210240 - Approved By: NOREVIEW : 10-28-2015:12:58:37
- 696 11/3/2015 - 3980 - Stip and Order...
Additional Text: STIPULATION AND ORDER REGARDING THE COURT'S FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT - Transaction 5217350 - Approved By: NOREVIEW : 11-03-2015:12:56:50
- 697 11/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5217355 - Approved By: NOREVIEW : 11-03-2015:12:59:44

698 11/5/2015 - 3860 - Request for Submission

Additional Text: Transaction 5222206 - Approved By: YVILORIA : 11-05-2015:15:05:13
DOCUMENT TITLE: MOTION
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: NOVEMBER 5, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:

699 11/5/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5222520 - Approved By: NOREVIEW : 11-05-2015:15:06:13

700 11/6/2015 - 2490 - Motion ...

Additional Text: MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 5225199 - Approved By: CSULEZIC :
11-06-2015:16:11:47

701 11/6/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5225276 - Approved By: NOREVIEW : 11-06-2015:16:12:46

702 11/6/2015 - \$2515 - \$Notice/Appeal Supreme Court

Additional Text: DEFT MEI-GSR HOLDINGS LLC, GRAND SIERRA RESORT UNIT OWNERS' ASSOC. AND GAGE VILLAGE COMMERCIAL
DEVELOPMENT LLC - Transaction 5225337 - Approved By: YVILORIA : 11-09-2015:09:49:34

703 11/6/2015 - 1310 - Case Appeal Statement

Additional Text: Case Appeal Statement - Transaction 5225461 - Approved By: YVILORIA : 11-09-2015:09:49:51

704 11/9/2015 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$34.00 was made on receipt DCDC520391.

705 11/9/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5225861 - Approved By: NOREVIEW : 11-09-2015:09:50:40

706 11/9/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5225863 - Approved By: NOREVIEW : 11-09-2015:09:50:48

707 11/9/2015 - 2475 - Mtn to Strike...

Additional Text: DEFENDANTS' MOTION TO STRIKE PLAINTIFFS' REQUEST FOR SUBMISSION REGARDING MOTION FOR ATTORNEYS'
FEES - Transaction 5227583 - Approved By: MCHOLICO : 11-09-2015:16:47:44

708 11/9/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5227797 - Approved By: NOREVIEW : 11-09-2015:16:48:43

709 11/9/2015 - 3880 - Response...

Additional Text: DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEYS' FEES - Transaction 5227858 - Approved By: CSULEZIC :
11-10-2015:08:49:45

710 11/10/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5228017 - Approved By: NOREVIEW : 11-10-2015:08:50:46

711 11/10/2015 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO MOTION TO RETAX COSTS - Transaction 5228115 - Approved By: MCHOLICO : 11-10-2015:09:25:37

712 11/10/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5228158 - Approved By: NOREVIEW : 11-10-2015:09:27:17

713 11/13/2015 - PEND - **Pending Court Deposit

No additional text exists for this entry.

- 714 11/13/2015 - SAB - **Supreme Court Appeal Bond
No additional text exists for this entry.
- 715 11/13/2015 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 5235071 - Approved By: NOREVIEW : 11-13-2015:15:03:18
- 716 11/13/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5235090 - Approved By: NOREVIEW : 11-13-2015:15:04:36
- 717 11/13/2015 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION TO STRIKE REQUEST FOR SUBMISSION - Transaction 5235463 - Approved By: MCHOLICO : 11-16-2015:09:08:36
- 718 11/16/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5235982 - Approved By: NOREVIEW : 11-16-2015:09:11:04
- 719 11/16/2015 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO MOTION TO ALTER OR AMEND JUDGMENT AND MOTION FOR RECONSIDERATION - Transaction 5237881 - Approved By: TBRITTON : 11-17-2015:08:32:57
- 720 11/17/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5238054 - Approved By: NOREVIEW : 11-17-2015:08:33:58
- 721 11/19/2015 - 2280 - Mtn to Continue
Additional Text: DEFENDANT'S MOTION TO EXTEND BRIEFING SCHEDULE FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 5244617 - Approved By: CSULEZIC : 11-19-2015:16:40:18
- 722 11/19/2015 - 1670 - Ex-Parte Mtn...
Additional Text: DEFENDANTS' EX-PARTE MOTION FOR ORDER SHORTENING TIME ON DEFENDANTS' MOTION TO EXTEND BRIEFING SCHEDULE FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 5244811 - Approved By: YVILORIA : 11-19-2015:16:48:24
- 723 11/19/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5244837 - Approved By: NOREVIEW : 11-19-2015:16:41:43
- 724 11/19/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5244876 - Approved By: NOREVIEW : 11-19-2015:16:49:27
- 725 11/19/2015 - 3790 - Reply to/in Opposition
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION TO STRIKE PLAINTIFFS' REQUEST FOR SUBMISSION REGARDING MOTION FOR ATTORNEY'S FEES - Transaction 5244907 - Approved By: YVILORIA : 11-20-2015:08:35:35
- 726 11/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5245042 - Approved By: NOREVIEW : 11-20-2015:08:39:25
- 727 11/20/2015 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 69184 / RECEIPT FOR DOCUMENTS - Transaction 5245193 - Approved By: NOREVIEW : 11-20-2015:09:26:44
- 728 11/20/2015 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 69184 / RECEIPT FOR DOCUMENTS - Transaction 5245193 - Approved By: NOREVIEW : 11-20-2015:09:26:44
- 729 11/20/2015 - 4133 - Supreme Court Notice
Additional Text: SUPREME COURT NO. 69184 / NOTICE TO FILE AMENDED CASE APPEAL STATEMENT - CIVIL - Transaction 5245193 - Approved By: NOREVIEW : 11-20-2015:09:26:44
- 730 11/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5245199 - Approved By: NOREVIEW : 11-20-2015:09:27:46

- 731 11/20/2015 - 3790 - Reply to/in Opposition
Additional Text: REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES - Transaction 5246518 - Approved By: CSULEZIC : 11-20-2015:16:28:43
- 732 11/20/2015 - 1520 - Declaration
Additional Text: DECLARATION OF JARAD C. MILLER, ESQ. IN SUPPORT OF REPLY IN SUPPORT OF MOTION FOR ATTORNEYS FEES - Transaction 5246518 - Approved By: CSULEZIC : 11-20-2015:16:28:43
- 733 11/20/2015 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION TO EXTEND BRIEFING SCHEDULE FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 5246680 - Approved By: YVILORIA : 11-20-2015:16:55:01
- 734 11/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5246770 - Approved By: NOREVIEW : 11-20-2015:16:29:40
- 735 11/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5246833 - Approved By: NOREVIEW : 11-20-2015:16:56:07
- 736 11/23/2015 - 2610 - Notice ...
Additional Text: Notice of Withdrawal of Defendants' Motion to Extend Briefing Schedule for Motion in Support of Punitive Damages Award - Transaction 5247695 - Approved By: YVILORIA : 11-23-2015:11:38:39
- 737 11/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5247879 - Approved By: NOREVIEW : 11-23-2015:11:39:39
- 738 11/23/2015 - 3790 - Reply to/in Opposition
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTON TO RETAX COSTS - Transaction 5248374 - Approved By: TBRITTON : 11-23-2015:14:27:57
- 739 11/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5248471 - Approved By: NOREVIEW : 11-23-2015:14:29:04
- 740 11/23/2015 - 3370 - Order ...
Additional Text: ORDER REGARDING CLARIFICATION - Transaction 5248729 - Approved By: NOREVIEW : 11-23-2015:15:20:39
- 741 11/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5248732 - Approved By: NOREVIEW : 11-23-2015:15:21:40
- 742 11/23/2015 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING DEFENDANT'S MOTION TO EXTEND BRIEFING SCHEDULE FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD; DEFENDANT'S HAVE UP TO AND INCLUDING NOVEMBER 30, 2015 TO FILE OPPOSITION - Transaction 5248924 - Approved By: NOREVIEW : 11-23-2015:16:00:15
- 743 11/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5248933 - Approved By: NOREVIEW : 11-23-2015:16:01:26
- 744 11/25/2015 - 3860 - Request for Submission
Additional Text: PLAINTIFFS' MOTION FOR ATTORNEYS' FEES; DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEYS' FEES; REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES (NO PAPER ORDER PROVIDED) - Transaction 5252076 - Approved By: MCHOLICO : 11-25-2015:08:51:01
PARTY SUBMITTING: JARRAD MILLER, ESQ.
DATE SUBMITTED: 11/25/15
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 745 11/25/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5252161 - Approved By: NOREVIEW : 11-25-2015:08:51:54
- 746 12/1/2015 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION IN SUPPORT OF PUNITIVE DAMAGES - Transaction 5256668 - Approved By: MCHOLICO : 12-01-2015:11:08:49

- 747 12/1/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5256897 - Approved By: NOREVIEW : 12-01-2015:11:10:08
- 748 12/1/2015 - 2315 - Mtn to Dismiss ...
Additional Text: DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION - Transaction 5258434 - Approved By: MCHOLICO : 12-02-2015:08:57:15
- 749 12/1/2015 - 1670 - Ex-Parte Mtn...
Additional Text: DEFENDANTS' EX-PARTE MOTION FOR ORDER SHORTENING TIME ON DEFENDANTS' MOTION TO DISMISS - Transaction 5258435 - Approved By: MCHOLICO : 12-02-2015:09:00:20
- 750 12/2/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5258711 - Approved By: NOREVIEW : 12-02-2015:09:00:18
- 751 12/2/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5258733 - Approved By: NOREVIEW : 12-02-2015:09:05:00
- 752 12/2/2015 - 1650 - Errata...
Additional Text: Errata to Defendants' Motion to Dismiss for Lack of Subject Matter Jurisdiction - Transaction 5259325 - Approved By: YVILORIA : 12-02-2015:12:20:13
- 753 12/2/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5259449 - Approved By: NOREVIEW : 12-02-2015:12:23:09
- 754 12/3/2015 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO ALTER OR AMEND JUDGMENT; MOTION FOR RECONSIDERATION - Transaction 5260737 - Approved By: CSULEZIC : 12-03-2015:08:53:12
- 755 12/3/2015 - 1520 - Declaration
Additional Text: DECLARATION OF JARRAD C. MILLER ESQ. IN SUPPORT OF REPLY IN SUPPORT OF MOTION TO ALTER OR AMEND JUDGMENT; MOTION FOR RECONSIDERATION - Transaction 5260737 - Approved By: CSULEZIC : 12-03-2015:08:53:12
- 756 12/3/2015 - 1520 - Declaration
Additional Text: DECLARATION OF CRAIG L. GREENE, CPA/CFF, CFE, CCEP, MAFF - Transaction 5260737 - Approved By: CSULEZIC : 12-03-2015:08:53:12
- 757 12/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5260799 - Approved By: NOREVIEW : 12-03-2015:08:54:20
- 758 12/7/2015 - 3370 - Order ...
Additional Text: ORDER REGARDING PLAINTIFFS' MOTION IN SUPPORT OF PUNITIVE DAMAGES, DEFENDANTS' MOTION TO DISMISS, AND DEFENDANTS' EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 5266853 - Approved By: NOREVIEW : 12-07-2015:14:59:02
- 759 12/7/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5266861 - Approved By: NOREVIEW : 12-07-2015:15:00:09
- 760 12/7/2015 - MIN - ***Minutes
Additional Text: 12/2/15 - IN CHAMBERS CONFERENCE - Transaction 5267099 - Approved By: NOREVIEW : 12-07-2015:15:37:15
- 761 12/7/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5267105 - Approved By: NOREVIEW : 12-07-2015:15:38:13
- 762 12/9/2015 - 3370 - Order ...
Additional Text: ORDER REGARDING DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION - Transaction 5271832 - Approved By: NOREVIEW : 12-09-2015:16:23:14
- 763 12/9/2015 - S200 - Request for Submission Complet
No additional text exists for this entry.

- 764 12/9/2015 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 765 12/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5271835 - Approved By: NOREVIEW : 12-09-2015:16:24:23
- 766 12/10/2015 - 4185 - Transcript
Additional Text: 11/19/14 - Oral Arguments - Transaction 5273076 - Approved By: NOREVIEW : 12-10-2015:13:22:04
- 767 12/10/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5273081 - Approved By: NOREVIEW : 12-10-2015:13:23:06
- 768 12/10/2015 - 3835 - Report...
Additional Text: RECEIVER'S SECOND STATUS REPORT - Transaction 5273489 - Approved By: MCHOLICO : 12-10-2015:15:15:52
- 769 12/10/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5273738 - Approved By: NOREVIEW : 12-10-2015:15:18:27
- 770 12/11/2015 - 3860 - Request for Submission
Additional Text: Transaction 5274808 - Approved By: YVILORIA : 12-11-2015:10:40:06
DOCUMENT TITLE: DEFENDANT'S MOTION TO RETAX PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS
PARTY SUBMITTING: H. STAN JOHNSON, ESQ
DATE SUBMITTED: DECEMBER 11, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 771 12/11/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5274878 - Approved By: NOREVIEW : 12-11-2015:10:40:51
- 772 12/11/2015 - 1520 - Declaration
Additional Text: Declaration of H. Stan Johnson, Esq. Submitted Pursuant to Court's Order Dated December 7, 2015 Regarding Defendants' Motion to Dismiss, Etc. - Transaction 5276100 - Approved By: YVILORIA : 12-11-2015:16:32:09
- 773 12/11/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5276112 - Approved By: NOREVIEW : 12-11-2015:16:33:21
- 774 12/17/2015 - 3370 - Order ...
Additional Text: ORDER HOLDING MOTION TO RETAX COSTS IN ABEYANCE UNTIL THE COURT HAS CONSIDERED AND RULED ON MOTION TO DISMISS - Transaction 5284141 - Approved By: NOREVIEW : 12-17-2015:15:16:19
- 775 12/17/2015 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 776 12/17/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5284152 - Approved By: NOREVIEW : 12-17-2015:15:17:18
- 777 12/21/2015 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION TO DISMISS - Transaction 5289350 - Approved By: MCHOLICO : 12-22-2015:09:56:10
- 778 12/22/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5289753 - Approved By: NOREVIEW : 12-22-2015:09:57:43
- 779 12/29/2015 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION - Transaction 5297862 - Approved By: MCHOLICO : 12-30-2015:08:14:18

- 780 12/30/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5297932 - Approved By: NOREVIEW : 12-30-2015:08:15:35
- 781 12/30/2015 - 3860 - Request for Submission
Additional Text: Transaction 5298255 - Approved By: YVILORIA : 12-30-2015:10:16:29
DOCUMENT TITLE: DEFENDANT'S MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION
PARTY SUBMITTING: H. STAN JOHNSON ESQ
DATE SUBMITTED: DECEMBER 30, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 782 12/30/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5298263 - Approved By: NOREVIEW : 12-30-2015:10:19:15
- 783 1/7/2016 - 3347 - Ord to Set
Additional Text: ORDER TO SET HEARING ON DEFENDANT'S MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION -
Transaction 5309833 - Approved By: NOREVIEW : 01-07-2016:13:48:33
- 784 1/7/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5309842 - Approved By: NOREVIEW : 01-07-2016:13:49:41
- 785 1/7/2016 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 786 1/7/2016 - 3835 - Report...
Additional Text: RECEIVER'S DETERMINATION OF FEES AND RESERVES - Transaction 5310292 - Approved By: CSULEZIC :
01-07-2016:16:04:02
- 787 1/7/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5310525 - Approved By: NOREVIEW : 01-07-2016:16:05:12
- 788 1/20/2016 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING ON MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION ON FEBRUARY 8, 2016, AT
1:30 P.M. - Transaction 5327416 - Approved By: NOREVIEW : 01-20-2016:10:53:31
- 789 1/20/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5327419 - Approved By: NOREVIEW : 01-20-2016:10:54:26
- 790 2/5/2016 - 2610 - Notice ...
Additional Text: NOTICE OF ASSOCIATION AS COUNSEL - GAYLE KERN, ESQ. / MEI-GSR HOLDINGS, LLC, AM-GSR HOLDINGS, LLC,
GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC - Transaction 5356063 -
Approved By: MCHOLICO : 02-05-2016:13:48:26
- 791 2/5/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5356353 - Approved By: NOREVIEW : 02-05-2016:13:51:32
- 792 2/8/2016 - MIN - ***Minutes
Additional Text: 2/8/16 - HRG ON MOTION TO DISMISS - Transaction 5359446 - Approved By: NOREVIEW : 02-08-2016:16:58:35
- 793 2/8/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5359452 - Approved By: NOREVIEW : 02-08-2016:16:59:34
- 794 2/10/2016 - 4127 - Supreme Ct Ord Dismis Appeal
Additional Text: SUPREME COURT NO. 69184/ORDER DISMISSING APPEAL - Transaction 5362581 - Approved By: NOREVIEW :
02-10-2016:11:15:04
- 795 2/10/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5362584 - Approved By: NOREVIEW : 02-10-2016:11:16:04

796 2/11/2016 - 1250E - Application for Setting eFile
Additional Text: FOR CONTINUATION OF HEARING ON MOTION TO DISMISS SET FOR MARCH 2, 2016, AT 1:30 P.M. - Transaction 5366330 - Approved By: NOREVIEW : 02-11-2016:15:14:42

797 2/11/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5366339 - Approved By: NOREVIEW : 02-11-2016:15:15:49

798 2/17/2016 - 4185 - Transcript
Additional Text: Transaction 5371483 - Approved By: NOREVIEW : 02-17-2016:09:05:02

799 2/17/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5371491 - Approved By: NOREVIEW : 02-17-2016:09:06:16

800 2/29/2016 - 2610 - Notice ...
Additional Text: NOTICE OF NEW CASE AUTHORITY - Transaction 5392846 - Approved By: MCHOLICO : 03-01-2016:08:42:46

801 3/1/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5393003 - Approved By: NOREVIEW : 03-01-2016:08:43:53

802 3/1/2016 - 4105 - Supplemental ...
Additional Text: SUPPLEMENT LEGAL AUTHORITY IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION - Transaction 5393880 - Approved By: CSULEZIC : 03-01-2016:14:17:45

803 3/1/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5394375 - Approved By: NOREVIEW : 03-01-2016:14:20:44

804 3/3/2016 - MIN - ***Minutes
Additional Text: 3/2/16 - CONT'D HRG ON DEFENDANTS' MOTION TO DISMISS - Transaction 5399324 - Approved By: NOREVIEW : 03-03-2016:14:36:45

805 3/3/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5399329 - Approved By: NOREVIEW : 03-03-2016:14:37:47

806 3/3/2016 - 3373 - Other ...
Additional Text: PLAINTIFFS' POWER POINT PRESENTATION USED DURING THE HEARINGS HELD ON FEBRUARY 8, 2016 AND MARCH 2, 2016.

807 3/7/2016 - 4145 - Supreme Court Remittitur
Additional Text: SUPREME COURT NO. 69184/REMITTITUR - Transaction 5403799 - Approved By: NOREVIEW : 03-07-2016:14:09:35

808 3/7/2016 - 4111 - Supreme Ct Clk's Cert & Judg
Additional Text: SUPREME COURT NO. 69184/CLERK'S CERTIFICATE AND JUDGMENT - Transaction 5403799 - Approved By: NOREVIEW : 03-07-2016:14:09:35

809 3/7/2016 - 4127 - Supreme Ct Ord Dismis Appeal
Additional Text: SUPREME COURT NO. 69184/ORDER DISMISSING APPEAL - Transaction 5403799 - Approved By: NOREVIEW : 03-07-2016:14:09:35

810 3/7/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5403808 - Approved By: NOREVIEW : 03-07-2016:14:10:43

811 3/11/2016 - 2980 - Ord Return of Appeal Bond
Additional Text: Transaction 5411731 - Approved By: NOREVIEW : 03-11-2016:08:34:27

812 3/11/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5411734 - Approved By: NOREVIEW : 03-11-2016:08:35:28

1 those individuals. The Plaintiffs discovered additional employees of the Defendants who would
2 potentially have information and require deposition. The Plaintiffs estimated that after review of the
3 e-mails, which was still ongoing at the time of the August hearings, that they would need another six
4 to nine months to prepare the case for trial. That would result in trial almost a year and a half after
5 the original trial date. As additional information has to come light, it has become apparent that the
6 Defendants' discovery conduct has severely prejudiced the Plaintiffs' case.
7

8 Thirdly, the Court compared the severity of dismissal to the severity of the discovery abuse.
9 "The dismissal of a case, based upon a discovery abuse . . . should be used only in extreme
10 situations; if less drastic sanctions are available, they should be utilized." GNLV Corp., 111 Nev. at
11 870, 900 P.2d at 325 (citing Young, 106 Nev. at 92, 787 P.2d at 779-80). The Court is no longer
12 persuaded that the effort of Ms. Rich was in good faith or that the Defendants designated the
13 appropriate party to undertake the production of discovery. Ms. Rich was a relatively new
14 employee, she did not have access to her superiors' e-mail and records, and she did not know the
15 names and positions of other Defendants' employees. The Court is not convinced that the
16 Defendants have properly made discovery disclosures such that the Plaintiffs have had a fair
17 opportunity to develop their litigation plan. The Court is keenly aware that granting the Plaintiffs'
18 motion would effectively end the case, leaving only the issue of damages to be decided. The
19 Defendants have abused and manipulated the discovery rules and case-terminating sanctions is the
20 option available to properly punish the Defendants' conduct.
21

22 In looking at the fourth factor in October 2013, the Court noted that there was no evidence
23 presented at the hearing or raised by the moving papers that evidence had been irreparably lost. The
24 Plaintiffs argue that information has been lost or destroyed. The fact that evidence had not been
25 produced is not the same as the destruction or loss of evidence. There remains no evidence to
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1 indicate that evidence has been lost or destroyed by the Defendants. This factor remains consistent
2 in the reevaluation of the October 2013, decision.

3 Fifth, in October 2013, the Court found that there were many alternatives to the requested
4 case-concluding sanctions that could serve to deter a party from engaging in abusive discovery
5 practices in the future. The Defendants have received four sanctions for their discovery failures.
6 The Defendants' conduct since the October 2013 hearing indicates that the previously imposed
7 sanctions have not been sufficient to modify the Defendants' behavior. Time has shown that there
8 are no effective alternatives to case concluding sanctions.
9

10 The Court considered two major policy factors together. Nevada has a strong policy, and the
11 Court firmly believes, that cases should be adjudicated on their merits. *See, Scrimmer v. Dist. Court*,
12 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also, Kahn v. Orme*, 108 Nev. 510, 516,
13 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery
14 process established by Nevada law. When a party repeatedly and continuously engaged in discovery
15 misconduct the policy of adjudicating cases on the merits is not furthered by a lesser sanction.
16 *Foster*, 126 Nev. Op. 6, 227 P.3d at 1048. In reevaluating the matter, the Court again considered the
17 major policy that cases be adjudicated on their merits. The Court must balance that policy with the
18 need to deter litigants from abusing the discovery process. The information provided at the October
19 2013 hearing was disingenuous. The Defendants' discovery abuse persisted after the October 2013
20 hearing despite the severity of the sanctions imposed. The Court is now convinced that the
21 Defendants' actions warrant the imposition of case concluding sanctions. In light of Defendants'
22 repeated and continued abuses, the policy of adjudicating cases on the merits is not furthered in this
23 case. The ultimate sanctions are necessary to demonstrate to future litigants that they are not free to
24 disregard and disrespect the Court's orders.
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1 Lastly, the Court considered whether striking the Answer would unfairly operate to penalize
2 the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were
3 failures to produce and abuses of discovery on behalf of the Defendants. The Court remains
4 concerned that the attorneys for the Defendants did not adequately supervise discovery and
5 misrepresented the number of e-mails at issue for disclosure. There remains no evidence to show
6 that Defendants' counsel directed their client to hide or destroy evidence. Any misconduct on the
7 part of the attorney does not unfairly operate to punish the Defendants.
8

9 The Nevada Supreme Court offered guidance as to how sanctions are to be imposed.
10 "Fundamental notions of fairness and due process require that discovery sanctions be just and . . .
11 relate to the specific conduct at issue." GNLV Corp., 111 Nev. at 870, 900 P.2d at 325 (*citing*
12 Young, 106 Nev. at 92, 787 P.2d at 779-80). The Court recognizes that discovery sanctions should
13 be related to the specific conduct at issue. The discovery abuse in this case is pervasive and colors
14 the entirety of the case. The previous discovery sanctions have been unsuccessful in deterring the
15 Defendants' behavior. Due to the severity and pattern of the Defendants' conduct there are no lesser
16 sanctions that are suitable.
17

18 Despite the October 2013 hearing sanctions, the Defendants have continued their
19 noncompliant discovery conduct. The stern sanctions which the Court imposed on the Defendants in
20 October 2013, did not have the desired effect of bringing the Defendants' conduct in line with the
21 discovery rules. After the October 2013 hearing, the Court identified that the major outstanding
22 discovery issue between the parties was the Plaintiffs' access to Defendants' e-mail system. The
23 parties were ordered to work together to develop terms to be used in the e-mail search. The
24 Defendants were ordered to review the 224, 226 e-mails identified by November 25, 2013. The
25 Defendants were ordered to deliver a privilege log for those e-mails the Defendants believed should
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1 not be provided to the Plaintiffs. Further, the Defendants were ordered to provide a copy of withheld
2 e-mails to the court with the privilege log for an in-camera review, and e-mail a copy of the privilege
3 log to the Plaintiffs. The Plaintiffs were to be provided access to all the e-mails not designated in the
4 privilege log beginning November 26, 2013. The Defendants failed to produce those e-mails by the
5 Courts' deadline and the Plaintiffs moved for sanctions. The parties were ordered to submit the
6 Defendants' November 25, 2013, privilege log to Discovery Commissioner, Wesley Ayres, with
7 corresponding briefing. Commissioner Ayres determined that the privilege log was legally
8 insufficient. The result was the Defendants waived any right to withhold e-mails identified in their
9 privilege log and the Plaintiffs were entitled to all 78,473 e-mails containing the search term "condo"
10 or "condominium". The Court adopted the recommendation of the Discovery Commissioner finding
11 that the Defendants' objection to the recommendation based on shortage of time to review the
12 privilege log was a result of the Defendants' inaction and lack of participation in the discovery
13 process. The Defendants still did not release the e-mails and the Plaintiffs filed a motion to compel.
14

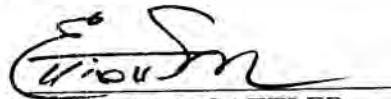
15
16 Nevada Rule of Civil Procedure 1 indicates that the rules of civil procedure are to be
17 administered to secure the "just, speedy, and inexpensive determination of every action." It appears
18 to the Court that the Defendants' focus in this case has been not to comply with NRCP 1. The
19 Defendants' failures to comply with discovery rules have been numerous and pervasive throughout
20 the case. The trial has been rescheduled multiple times resulting in a delay of over a year. The
21 Defendants' failures have led to additional costs to the Plaintiffs and required the Plaintiffs to seek
22 relief from the Court on multiple occasions. This has placed an undue burden on both the Plaintiffs
23 and the Court. The Court has employed progressive sanctions to address discovery abuses. Those
24 sanctions have not been adequate to curtail the Defendants' improper conduct. The Court has
25 repeatedly warned the Defendants that if it found the information provided at the October 2013
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1 hearing to be disingenuous, or if discovery abuses continued it would grant case terminating
2 sanctions.

3 NOW, THEREFORE IT IS HEREBY ORDERED that the Motion is GRANTED.

4 IT IS FURTHER ORDERED, that the Defendants' Answer is stricken. The Parties are
5 ORDERED to contact the Judicial Assistant for Department 10 within ten days from the date of this
6 order to set a hearing to prove up damages.
7

8 DATED this 3 day of October, 2014.

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11 ELLIOTT A. SATTLER
12 District Judge
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CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq. for Cayenne Trust, et al
Jarrad Miller, Esq. for Cayenne Trust, et al
G. Robertson, Esq. for Cayenne Trust, et al
Sean Brohawn, Esq. for Grand Sierra Resort Unit-Owners Association, et al
Stan H. Johnson, Esq. for Grand Sierra Resort Unit-Owners Association, et al.

DATED this 3 day of October, 2014.


SHEILA MANSFIELD
Judicial Assistant

FILED
Electronically
CV12-02222
2023-04-13 05:02:36 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9612547 : yvilorla

EXHIBIT W

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al,

Defendants.

ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS

Albert Thomas et al ("the Plaintiffs") filed a Motion for Sanctions Under NRCP 37(b) for Failure to Comply with Court Orders ("the Motion") on September 24, 2013. The Court enter an Oder Shortening time on September 27, 2013, in light of the fast-approaching trial date. The Defendants were to file an opposition no later than 5:00 p.m. on October 2, 2013. No opposition was filed by this deadline. On October 3, 2103, the Plaintiffs requested that this matter be submitted for decision. Approximately one hour later, MEI-GSR Holdings, LLC et al ("the Defendants") filed an Opposition to Plaintiffs' Motion for Sanctions ("the Opposition"). The Plaintiffs filed a Reply in Support of Plaintiffs' Motion for Sanctions Under NRCP 37(b) for Failure to Comply with Court Orders ("the Reply") on October 4, 2013. An Errata to the Reply was filed later that day. The Plaintiffs contemporaneously resubmitted the matter for the Court's decision.

The Motion asked the Court to strike the Defendants' Answer. This would effectively end the case, leaving only the issue of damages to be decided. The Court issued an Order on October 17,

1 2013 (“the October Order”) in which the factual background of the discovery issues are fully and
2 adequately recited. The Court hereby adopts that factual recitation, making specific note of the
3 Defendants’ repeated failures to respond to the Plaintiffs’ motions to compel, to object to
4 Commissioner Ayers’ Recommendations for Order, and to comply with the Adopted Orders of this
5 Court based off of Commissioner Ayers’ recommendations. *See*, October Order, 2:23 – 6-9. The
6 Court felt a hearing would assist in assessing the extent to which sanctions were appropriate. A
7 three-day hearing commenced on October 21, 2013, at approximately 1:30 p.m.¹ Over the course of
8 those three days the Court heard testimony from Craig Greene, a financial investigator, Caroline
9 Rich, the Grand Sierra Resort’s Controller, and William Lee Burtch, the Grand Sierra Resort’s
10 Senior Vice President of Innovation and Technology. The Court conducted a lengthy analysis under
11 Young v. Johnny Ribeiro Bldg., Inc., 106 Nev. 88, 787 P.2d 777 (1990), and ultimately declined to
12 impose case-concluding sanctions. The Court instead struck the Defendants’ counterclaims and
13 ordered that the Defendants pay all attorney’s fees and costs associated with the three-day hearing.

14 Young requires “every order of dismissal with prejudice as a discovery sanction be supported
15 by an express, careful and preferably written explanation of the court’s analysis of the pertinent
16 factors.” Young, 106 Nev. at 93, 787 P.2d at 780. The Court did not grant such a sanction.
17 However, the Court did thoroughly analyze those factors in reaching its decision to impose the lesser
18 sanctions. This Order memorializes the Court’s findings and will thus detail each factor, *infra*.

19 The Young factors are as follows: (1) the degree of willfulness of the offending party, (2) the
20 extent to which the non-offending party would be prejudiced by a lesser sanction, (3) the severity of
21 the sanction of dismissal relative to the severity of the discovery abuse, (4) whether any evidence has
22 been irreparably lost, (5) the feasibility and fairness of less severe sanctions, (6) the policy favoring
23 adjudication on the merits, (7) whether sanctions unfairly operate to penalize a party for the
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25 ¹ The two-week trial was originally set to begin on October 21, 2013. In an in-chambers status conference on October
26 16, 2013, the Court informed counsel that trial could not start on the scheduled date due to failures in discovery. The
27 Court pushed back the trial date two days to October 23, 2013. Notwithstanding the advance notice and extra time, the
28 Defendants failed to submit their proposed jury instructions in violation of WDCR 7(8). The Defendants’ counsel did
not assist the Court staff with marking exhibits prior to the scheduled trial date, and failed to timely file a trial statement
as required by WDCR 5. Lastly, the Court noted at the hearing that the Defendants’ pretrial disclosures were filed two
weeks late, in violation of N.R.C.P. 16.1(3).

1 misconduct of his or her attorney, and (8) the need to deter parties and future litigants from similar
2 abuses. Id. In discovery abuse situations where possible case-concluding sanctions are warranted,
3 the trial judge has discretion in deciding which factors are to be considered. Bahena v. Goodyear
4 Tire & Rubber Co., 126 Nev. Adv. Op. 57, 245 P.3d 1182, (2010).

5 The Plaintiffs alleged that the discovery failures in this case were deliberate and willful. The
6 Court found that there was no doubt that certain failures laid at the feet of the Defendants. The
7 Defendants failed to comply with discovery orders and failed to meet the extended production
8 deadlines to which they agreed. However, after hearing testimony from Caroline Rich, the Court
9 could not find that such failure was willful. The fact that emails were not produced and accounts
10 were not searched did not appear to be an intentional disruption of the discovery process by the
11 employees of the Defendant. Ms. Rich did her best to produce what she felt was relevant. Although
12 her judgment excluded pertinent material, such oversight did not rise to the level of willfulness.
13 Further, the Court could not find that the Defense attorneys Mr. Brohawn or Mr. Reese willfully
14 obstructed the discovery process.

15 The Court next considered the possible prejudice to the Plaintiffs if a lesser sanction were
16 imposed. "The dismissal of a case, based upon a discovery abuse . . . should be used only in extreme
17 situations; if less drastic sanctions are available, they should be utilized." GNLV Corp v. Service
18 Control Corp, 111 Nev. 866, 870, 900 P.2d 323, 325 (1995). While a case-concluding sanction
19 would benefit the Plaintiffs, the Court found that (1) lesser sanctions could be imposed, and (2) such
20 sanctions would not unduly cause the Plaintiffs prejudice. Instrumental in this finding was the
21 Plaintiffs' Counsel's own admission that, if necessary, they could go to trial in a matter of days with
22 the information that they had at that point.

23 Thirdly, the Court compared the severity of dismissal to the severity of the discovery abuse.
24 The Court again affirmatively found that discovery failures had occurred. The severity of those
25 abuses was not determinable and thus did not warrant ending the case in favor of the Plaintiffs.
26 There was no evidence as to who was at fault for the failures to produce information. Further, the
27 Court found that the good faith effort of Caroline Rich eliminated the possibility that the violations
28 should be met with such a severe sanction.

1 In looking at the fourth factor, the Court noted that there was no evidence presented at the
2 hearing or raised by the moving papers that evidence had been irreparably lost. The fact that
3 evidence had not been produced is not the same as the destruction or loss of evidence. This factor
4 was not particularly helpful in the Court's determination.

5 Fifth, the Court found that there were many alternatives to the requested case-concluding
6 sanctions that could serve to deter a party from engaging in abusive discovery practices in the future.
7 The Court excluded from its consideration certain possible sanctions. For example, the Court found
8 that it would not be feasible to order a jury to deem a fact relating to withheld evidence to be true,
9 when the Court itself could not find that such evidence in fact existed. Notwithstanding, the Court
10 found that other sanctions could be feasible and fair to both parties.

11 The Court considered the two major policy factors together. Nevada has a strong policy, and
12 the Court firmly believes, that cases should be adjudicated on their merits. *See, Scrimmer v. Dist.*
13 *Court*, 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also, Kahn v. Orme*, 108 Nev. 510,
14 516, 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery
15 process established by Nevada law. The Court found that it could employ non-case concluding
16 sanctions to accomplish both of these prerogatives.

17 Lastly, the Court considered whether striking the Answer would unfairly operate to penalize
18 the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were
19 failures to produce and abuses of discovery on behalf of the Defendants. The Defendants produced
20 some, albeit incomplete, information to the Plaintiffs. The evidence did not show that Mr. Brohawn,
21 Mr. Reese, or their firm was directing the client to hide or destroy evidence. While the abuses
22 amount to the kind of misconduct that warrants some sort of sanction, they do not warrant penalizing
23 the Defendants themselves with the extreme sanction of concluding the case.

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1 The Nevada Supreme Court offered guidance as to sanctions that may be imposed in lieu of
2 case-concluding sanctions. "Fundamental notions of fairness and due process require that discovery
3 sanctions be just and . . . relate to the specific conduct at issue." GNLV Corp., 111 Nev. at 870, 900
4 P.2d at 325 (citing Young, 106 Nev. at 92, 787 P.2d at 779-80). Under those fundamental notions
5 and upon balance of the Young factors, the Court found the following sanctions to be appropriate:

- 6 1. All of the Defendants' counterclaims were stricken.²
- 7 2. The Defendants would bear the reasonable cost associated with the three-day hearing,
8 including attorney's fees, expert witness fees and all other reasonable expenses.³

9 IT IS SO ORDERED.

10 DATED this 18 day of December, 2013.

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12 ELLIOTT A. SATTLER
13 District Judge
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26 ² See, NRCP 37(b)(2)(when a party fails to comply with a court order, the court may strike pleadings or parts thereof).
27 See also GNLV Corp., 111 Nev. at 871, 900 P.2d at 326 (suggesting that a Court can strike a party's cross-claim as an
appropriate sanction).


28 ³ See NRCP 37(b)(2)("[T]he Court shall require the party failing to obey the order or the attorney advising that party or
both to pay the reasonable expenses, including attorney's fees, caused by the failure" to comply).

CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq. for Cayenne Trust, et al
Jarrad Miller, Esq. for Cayenne Trust, et al
G. Robertson, Esq. for Cayenne Trust, et al
Sean Brohawn, Esq. for Grand Sierra Resort Unit-Owners Association, et al

DATED this 18th day of December, 2013.



SHEILA MANSFIELD
Judicial Assistant

Jordan T. Smith, Esq., Bar No. 12097

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MERUELO GROUP, LLC

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Attorneys for Defendants/Appellants

MEI-GSR Holdings, LLC;

Gage Village Commercial Development, LLC;

and AM-GSR Holdings, LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; JANE
DUNLAP, individually; JOHN DUNLAP,
individually; BARRY HAY, individually;
MARIE-ANNE ALEXANDER, as Trustee of
the MARIE-ANNIE ALEXANDER LIVING
TRUST; MELISSA VAGUJHELYI and
GEORGE VAGUJHELYI, as Trustees of the
GEORGE VAGUJHELYI AND MELISSA
VAGUJHELYI 2001 FAMILY TRUST
AGREEMENT, U/T/A APRIL 13, 2001; D'
ARCY NUNN, individually; HENRY NUNN,
individually; MADELYN VAN DER BOKKE,
individually; LEE VAN DER BOKKE,
individually; DONALD SCHREIFELS,
individually; ROBERT R. PEDERSON,
individually and as Trustee of the PEDERSON
1990 TRUST; LOU ANN PEDERSON,
individually and as Trustee of the PEDERSON
1990 TRUST; LORI ORDOVER, individually;
WILLIAM A. HENDERSON, individually;
CHRISTINE E. HENDERSON, individually;
LOREN D. PARKER, individually; SUZANNE
C. PARKER, individually; MICHAEL IZADY,
individually; STEVEN TAKAKI, individually;

Case No.: CV12-02222

Dept. No.: OJ41

CASE APPEAL STATEMENT

1 FARAD TORABKHAN, individually; SAHAR
2 TAVAKOL, individually; M&Y HOLDINGS,
3 LLC; JL&YL HOLDINGS, LLC; SANDI
4 RAINES, individually; R. RAGHURAM,
5 individually; USHA RAGHURAM,
6 individually; LORI K. TOKUTOMI,
7 individually; GARRET TOM, individually;
8 ANITA TOM, individually; RAMON
9 FADRILAN, individually; FAYE FADRILAN,
10 individually; PETER K. LEE and MONICA L.
11 LEE, as Trustees of the LEE FAMILY 2002
12 REVOCABLE TRUST; DOMINIC YIN,
13 individually; ELIAS SHAMIEH, individually;
14 JEFFREY QUINN individually; BARBARA
15 ROSE QUINN individually; KENNETH
16 RICHE, individually; MAXINE RICHE,
17 individually; NORMAN CHANDLER,
18 individually; BENTON WAN, individually;
19 TIMOTHY D. KAPLAN, individually;
20 SILKSCAPE INC.; PETER CHENG,
21 individually; ELISA CHENG, individually;
22 GREG A. CAMERON, individually; TMI
23 PROPERTY GROUP, LLC; RICHARD LUTZ,
24 individually; SANDRA LUTZ, individually;
25 MARY A. KOSSICK, individually; MELVIN
26 CHEAH, individually; DI SHEN, individually;
27 NADINE'S REAL ESTATE INVESTMENTS,
28 LLC; AJIT GUPTA, individually; SEEMA
GUPTA, individually; FREDRICK FISH,
individually; LISA FISH, individually;
ROBERT A. WILLIAMS, individually;
JACQUELIN PHAM, individually; MAY ANN
HOM, as Trustee of the MAY ANN HOM
TRUST; MICHAEL HURLEY, individually;
DOMINIC YIN, individually; DUANE
WINDHORST, individually; MARILYN
WINDHORST, individually; VINOD BHAN,
individually; ANNE BHAN, individually; GUY
P. BROWNE, individually; GARTH A.
WILLIAMS, individually; PAMELA Y.
ARATANI, individually; DARLENE
LINDGREN, individually; LAVERNE
ROBERTS, individually; DOUG MECHAM,
individually; CHRISINE MECHAM,
individually; KWANGSOO SON, individually;
SOO YEUN MOON, individually; JOHNSON
AKINDODUNSE, individually; IRENE
WEISS, as Trustee of the WEISS FAMILY
TRUST; PRAVESH CHOPRA, individually;
TERRY POPE, individually; NANCY POPE,
individually; JAMES TAYLOR, individually;
RYAN TAYLOR, individually; KI HAM,
individually; YOUNG JA CHOI, individually;
SANG DAE SOHN, individually; KUK
HYUNG (CONNIE), individually; SANG

(MIKE) YOO, individually; BRETT
MENMUIR, as Trustee of the CAYENNE
TRUST; WILLIAM MINER, JR., individually;
CHANH TRUONG, individually; ELIZABETH
ANDERS MECUA, individually; SHEPHERD
MOUNTAIN, LLC; ROBERT BRUNNER,
individually; AMY BRUNNER, individually;
JEFF RIOPELLE, individually; PATRICIA M.
MOLL, individually; DANIEL MOLL,
individually; and DOE PLAINTIFFS 1
THROUGH 10, inclusive ,

Plaintiff(s),

v.

MEI-GSR HOLDINGS, LLC, a Nevada
Limited Liability Company, AM-GSR
HOLDINGS, LLC, a Nevada Limited Liability
Company, GRAND SIERRA RESORT UNIT
OWNERS' ASSOCIATION, a Nevada
Nonprofit Corporation, GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC., a
Nevada Limited Liability Company, and DOES
I-X inclusive,

Defendant(s).

1. Name of appellants filing this case appeal statement:

Defendants MEI-GSR Holdings, LLC; AM-GSR Holdings, LLC; and Gage Village
Commercial Development, LLC.

2. The judge issuing the decision, judgment, or order appealed from:

The Honorable Elizabeth Gonzalez (Ret.), Senior Judge sitting by designation.

3. Identify each appellant and the name and address of each counsel for each appellant:

Appellants: MEI-GSR Holdings, LLC; AM-GSR Holdings, LLC; Gage Village
Commercial Development, LLC.

Appellants' Counsel:

Jordan T. Smith
PISANELLI BICE PLLC
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Las Vegas, Nevada 89101
Telephone: 702.214.2100

Abran Vigil
Ann Hall
David C. McElhinney

MERUELO GROUP LLC
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5th Floor Executive Offices
2535 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Telephone: 562.454.9786

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent:

Respondents: All Plaintiffs below including Albert Thomas; Jane Dunlap; John Dunlap; Barry Hay; Marie-Anne Alexander, as Trustee of the Marie-Annie Alexander Living Trust; Melissa Vagujhelyi and George Vagujhelyi, as Trustees of the George Vagujhelyi and Melissa Vagujhelyi 2001 Family Trust Agreement, u/t/a April 13, 2001; D' Arcy Nunn; Henry Nunn; Madelyn Van Der Bokke; Lee Van Der Bokke; Donald Schreifels; Robert R. Pederson, individually and as Trustee of the Pederson 1990 Trust; Lou Ann Pederson, individually and as Trustee of the Pederson 1990 Trust; Lori Ordovery; William A. Henderson, individually; Christine E. Henderson; Loren D. Parker; Suzanne C. Parker; Michael Izady; Steven Takaki; Farad Torabkhan; Sahar Tavakol; M&Y Holdings, LLC; JL&YL Holdings, LLC; Sandi Raines; R. Raghuram; Usha Raghuram; Lori K. Tokutomi; Garret Tom; Anita Tom; Ramon Fadrilan; Faye Fadrilan; Peter K. Lee and Monica L. Lee, as Trustees of the Lee Family 2002 Revocable Trust; Dominic Yin; Elias Shamieh; Jeffrey Quinn; Barbara Rose Quinn; Kenneth Riche; Maxine Riche; Norman Chandler; Benton Wan; Timothy D. Kaplan; Silkscape Inc.; Peter Cheng; Elisa Cheng; Greg A. Cameron; TMI Property Group, LLC; Richard Lutz; Sandra Lutz; Mary A. Kossick; Melvin Cheah; Di Shen; Nadine's Real Estate Investments, LLC; Ajit Gupta; Seema Gupta; Fredrick Fish; Lisa Fish; Robert A. Williams; Jacquelin Pham; May Ann Hom, as Trustee of the May Ann Hom Trust; Michael Hurley; Dominic Yin; Duane Windhorst; Marilyn Windhorst; Vinod Bhan; Anne Bhan; Guy P. Browne; Garth A. Williams; Pamela Y. Aratani; Darlene Lindgren; Laverne Roberts; Doug Mecham; Chrisine Mecham; Kwangsoo Son; Soo Yeun Moon; Johnson Akindodunse; Irene Weiss, as Trustee of the Weiss Family Trust; Pravesh Chopra; Terry Pope; Nancy Pope; James Taylor; Ryan Taylor; Ki Ham; Young Ja Choi; Sang Dae Sohn; Kuk Hyung (Connie); Sang (Mike) Yoo; Brett Menmuir, as Trustee of the Cayenne Trust; William Miner, Jr.; Chanh Truong; Elizabeth Anders Mecua;

Shepherd Mountain, LLC; Robert Brunner; Amy Brunner; Jeff Riopelle; Patricia M. Moll; and Daniel Moll.

Respondents' Counsel:

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Telephone: 775.329.5600

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Lemons, Grundy & Eisenberg
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Reno, Nevada 89519
Telephone: 775.786.6868

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42:

N/A

6. Indicate whether appellants were represented by appointed or retained counsel in the district court:

Appellants were represented by retained counsel in the district court.

7. Indicate whether appellants are represented by appointed or retained counsel on appeal:

Appellants are represented by retained counsel on appeal.

8. Indicate whether appellants were granted leave to proceed in forma pauperis and the date of entry of the district court order granting such leave:

N/A

9. The date the proceedings commenced in the district court:

August 27, 2012.

10. Brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:

The action involves an ongoing dispute about whether Plaintiffs, as unit owners within a hotel condominium arrangement, were damaged by certain conduct of the Defendants, including awarded and alleged continuing damages based upon loss of rental income and depreciation in the

value of those units. The parties' rights and responsibilities are largely governed by a Unit Rental Agreement, Unit Maintenance Agreement and CC&Rs, (collectively referred to as "Governing Documents"). NRS Chapter 116 also governs the termination of common interest communities and sets forth the process for valuing the unit owners' interests.

After entering a default, the district court conducted a prove-up hearing from March 23, 2015 to March 25, 2015, with Findings of Fact and Conclusions of Law and Judgment entered October 9, 2015. The Court awarded \$8,318,215.54 in compensatory damages. Eventually, the district court held a hearing on July 8, 2022 and July 18, 2022 to consider punitive damages. The district court entered an Order on January 17, 2023 awarding \$9,190,521.92 in punitive damages. The Final Judgment was entered February 2, 2023. Plaintiffs filed a motion to alter or amend the Final Judgment. The district court granted the motion in part and denied it in part. An Amended Final Judgment was filed April 10, 2023. The Amended Final Judgment (along with all merged interlocutory orders, rulings, decisions, and receiver instructions/orders) is unsupported by law and the evidentiary record in this case.

11. Indicate whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding:

MEI-GSR Holdings, LLC v. Thomas, Case No. 69184

Thomas v. MEI-GSR Holdings, LLC, Case No. 70498

MEI-GSR Holdings, LLC v. Thomas, Case No. 84143

MEI-GSR Holdings, LLC v. Thomas, Case No. 85915

MEI-GSR Holdings, LLC v. Thomas, Case No. 86092

12. Indicate whether the appeal involves child custody or visitation:

This appeal does not involve child custody or visitation.

13. Indicate whether the appeal involves the possibility of settlement:

This long-running dispute is likely not appropriate for the settlement program.

...

...

AFFIRMATION

The undersigned does hereby affirm that this document does not contain the social security number of any person.

DATED this 13th day of April, 2023.

PISANELLI BICE PLLC

By: /s/ Jordan T. Smith
Jordan T. Smith, Esq., Bar No. 12097
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

*Attorneys for Defendants/Appellants
MEI-GSR Holdings, LLC;
Gage Village Commercial Development, LLC;
and AM-GSR Holdings, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that on this 13th day of April, 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **CASE APPEAL STATEMENT** to all registered participants in this matter.

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Attorneys for the Receiver Richard M. Teichner

/s/ Shannon Dinkel
An employee of PISANELLI BICE PLLC

SECOND JUDICIAL DISTRICT COURT

STATE OF NEVADA

COUNTY OF WASHOE

Case History - CV12-02222

Case Description: ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ41)

Case Number: CV12-02222 Case Type: OTHER CIVIL MATTERS - Initially Filed On: 8/27/2012

Party Type & Name	Parties	Party Status
JUDG - WILLIAM A. MADDOX - OJ31		Party ended on: 2/24/2021 10:53:43AM
JUDG - STEVEN KOSACH - OJ28		Party ended on: 1/29/2021 4:46:39PM
JUDG - NANCY SAITTA - OJ37		Party ended on: 9/29/2022 2:09:42PM
JUDG - ELIZABETH GONZALEZ - OJ41		Active
JUDG - SCOTT N. FREEMAN - D9		Party ended on: 1/21/2021 2:12:42PM
PLTF - DOMINIC YIN - @1228490		Active
PLTF - FREDRICK FISH - @1229082		Active
PLTF - MAY ANN HOM TRUST - @1229087		Active
PLTF - TIMOTHY D. KAPLAN - @1228448		Active
PLTF - SANG (MIKE) YOO - @1229128		Active
PLTF - MICHAEL HURLEY - @1229088		Active
PLTF - ANITA TOM - @1228486		Active
PLTF - WILLIAM BREHM MINER - @1229130		Active
PLTF - R. RAGHURAM - @1228482		Active
PLTF - CHANH TRUONG - @1229131		Active
PLTF - SANDRA LUTZ - @1228463		Active
PLTF - LORI ORDOVER - @1228459		Active
PLTF - FAYE FADRILAN - @1228488		Active
PLTF - MELVIN CHEAH - @1228466		Active
PLTF - SANG DEE SOHN - @1229115		Active
PLTF - ANNE BHAN - @1229091		Active
PLTF - NADINE'S REAL ESTATE INVESTMENTS, LLC - @1228472		Active
PLTF - DUANE WINDHORST - @1229089		Active
PLTF - MARIE-ANNIE ALEXANDER LIVING TRUST - @1228474		Active
PLTF - RICHARD LUTZ - @1228458		Active
PLTF - JEFFERY JAMES QUINN - @1228492		Active
PLTF - MARILYN WINDHORST - @1229090		Active
PLTF - M&Y HOLDINGS, LLC - @1228480		Active
PLTF - CHRISINE MECHAM - @1229099		Active
PLTF - DANIEL MOLL - @1229138		Active
PLTF - NORMAN CHANDLER - @1228444		Active
PLTF - JAMES EDWARD TAYLOR - @1229107		Active
PLTF - D'ARCY NUNN - @1228478		Active
PLTF - LORI K. TOKUTOMI - @1228484		Active
PLTF - PAMELA Y. ARATANI - @1229095		Active
PLTF - DI SHEN - @1228469		Active
PLTF - PRAVESH CHOPRA - @1229103		Active
PLTF - SOO YEUN MOON - @1229101		Active
PLTF - WILLIAM A. HENDERSON - @1228460		Active
PLTF - ELIZABETH ANDERS MECUA - @1229132		Active
PLTF - JOHNSON AKINDODUNSE - @1229102		Active
PLTF - PETER CHENG - @1228450		Active
PLTF - LOU ANN PEDERSON - @1228457		Active
PLTF - VINOD BHAN - @1168506		Active
PLTF - AJIT GUPTA - @1229080		Active
PLTF - ELISA CHENG - @1228452		Active
PLTF - FARAD TORABKHAN - @1228477		Active

PLTF - SILKSCAPE INCORPORATED - @603912	Active
PLTF - LEE VAN DER BOKKE - @1228449	Active
PLTF - PATRICIA M. MOLL - @1229137	Active
PLTF - RAMON FADRILAN - @1228487	Active
PLTF - STEVEN TAKAKI - @1228475	Active
PLTF - ROBERT BRUNNER - @1229134	Active
PLTF - SUZANNE C. PARKER - @1228470	Active
PLTF - SEEMA GUPTA - @1229081	Active
PLTF - CHRISTINE E. HENDERSON - @1228461	Active
PLTF - DONALD SCHREIFELS - @1228451	Active
PLTF - GARTH A. WILLIAMS - @1229094	Active
PLTF - HYUNG (CONNIE) KUK - @1229116	Active
PLTF - LOREN D. PARKER - @1228467	Active
PLTF - JANE DUNLAP - @1228465	Active
PLTF - SAHAR TAVAKOL - @1228479	Active
PLTF - BARBARA ROSE QUINN - @1228493	Active
PLTF - SHEPHERD MOUNTAIN, LLC - @1229133	Active
PLTF - MICHAEL IZADY - @1228473	Active
PLTF - MADELYN VAN DER BOKKE - @1228447	Active
PLTF - CAYENNE TRUST - @1229129	Active
PLTF - RYAN TAYLOR - @1229112	Active
PLTF - BENTON WAN - @1228446	Active
PLTF - MAXINE RICH - @1228443	Active
PLTF - NANCY POPE - @1229106	Active
PLTF - JEFF RIOPELLE - @1229136	Active
PLTF - YOUNG JA CHOI - @1229114	Active
PLTF - GARETT TOM - @1228485	Active
PLTF - ALBERT THOMAS - @1228462	Active
PLTF - JOHN DUNLAP - @1228468	Active
PLTF - ROBERT R. PEDERSON - @1228453	Active
PLTF - TERRY POPE - @1229105	Active
PLTF - JL&YL HOLDINGS, LLC - @1228481	Active
PLTF - TMI PROPERTY GROUP, LLC - @1228456	Active
PLTF - HENRY NUNN - @1228445	Active
PLTF - KENNETH RICH - @1228442	Active
PLTF - G. VAGUJHELYI AND M. VAGUJHELYI 2001 FAM TRUST AGR,U/D/A - @1228476	Active
PLTF - GUY P. BROWNE - @1229092	Active
PLTF - ROBERT A. WILLIAMS - @1229085	Active
PLTF - USHA RAGHURAM - @1228483	Active
PLTF - ELIAS SHAMIEH - @1228491	Active
PLTF - KI HAM - @1229113	Active
PLTF - GREG A. CAMERON - @1228454	Active
PLTF - LEE FAMILY 2002 REVOCABLE TRUST - @1228489	Active
PLTF - BARRY HAY - @1228471	Active
PLTF - MARY A. KOSSICK - @1228464	Active
PLTF - AMY BRUNNER - @1229135	Active
PLTF - DARLENE LINDGREN - @1229096	Active
PLTF - SANDI RAINES - @1162955	Active
PLTF - KWANGSOO SON - @1229100	Active

PLTF - WEISS FAMILY TRUST - @1139180	Active
PLTF - LAVERNE ROBERTS - @1229097	Active
PLTF - PEDERSON 1990 TRUST - @1228455	Active
PLTF - LISA FISH - @1229083	Active
PLTF - JACQUELIN PHAM - @1229086	Active
PLTF - DOUG MECHAM - @1229098	Active
DEFT - GRAND SIERRA RESORT UNIT-OWNER'S ASSOCIATION - @1210864	Active
DEFT - GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC - @1225220	Active
DEFT - AM-GSR HOLDINGS, LLC - @1228344	Active
DEFT - MEI-GSR HOLDINGS LLC dba GRAND SIERRA RESORT AND CASINO - @1212239	Active
ATTY - G. David Robertson, Esq. - 1001	Active
ATTY - Gayle A. Kern, Esq. - 1620	Party ended on: 1/10/2019 12:00:00AM
ATTY - Jeffrey L. Hartman, Esq. - 1607	Party ended on: 1/25/2019 12:00:00AM
ATTY - H. Stan Johnson, Esq. - 265	Party ended on: 1/10/2019 12:00:00AM
ATTY - Stefanie T. Sharp, Esq. - 8661	Active
ATTY - Jonathan J. Tew, Esq. - 11874	Party ended on: 11/22/2022 12:00:00AM
ATTY - Sean L. Brohawn, Esq. - 7618	Party ended on: 10/23/2014 12:00:00AM
ATTY - Abran E. Vigil, Esq. - 7548	Active
ATTY - H. Stan Johnson, Esq. - 0265	Party ended on: 1/10/2019 12:00:00AM
ATTY - David C. McElhinney, Esq. - 33	Active
ATTY - F. DeArmond Sharp, Esq. - 780	Active
ATTY - Jennifer K. Hostettler, Esq. - 11994	Party ended on: 2/6/2023 12:00:00AM
ATTY - Dale Kotchka-Alanes - 13168	Party ended on: 2/6/2023 12:00:00AM
ATTY - Daniel F. Polsenberg, Esq. - 2376	Party ended on: 2/6/2023 12:00:00AM
ATTY - Jarrad C. Miller, Esq. - 7093	Active
ATTY - Jordan T. Smith, Esq. - 12097	Active
ATTY - Steven B. Cohen, Esq. - 2327	Party ended on: 1/10/2019 12:00:00AM
ATTY - Mark Douglas Wray, Esq. - 4425	Party ended on: 10/4/2016 12:00:00AM
ATTY - Robert L. Eisenberg, Esq. - 950	Active
ATTY - Ann Osborne Hall, Esq. - 5447	Active
ATTY - Briana N. Collings, Esq. - 14694	Active
ATTY - Todd R. Alexander, Esq. - 10846	Active
RECV - JAMES PROCTOR - @73569	Active
RECV - RICHARD M TEICHNER - @1149052	Active

Disposed Hearings

- 1 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 8/8/2013 at 14:17:00
Extra Event Text: MOTION TO COMPEL PRODUCTION OF DOCUMENTS (MOTION) (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 9/4/2013
- 2 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/4/2013 at 13:46:00
Extra Event Text: SECOND MOTION TO COMPEL DISCOVERY RESPONSES (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 9/5/2013
- 3 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/1/2013 at 13:23:00
Extra Event Text: MOTION TO COMPEL DEPOSITION (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 10/2/2013

- 4 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/3/2013 at 12:25:00
Extra Event Text: MOTION FOR SANCTIONS (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 10/7/2013
- 5 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/4/2013 at 10:05:00
Extra Event Text: MOTION TO COMPEL DEPOSITION ON SEPTEMBER 13, 2013
Event Disposition: S200 - 10/14/2013
- 6 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 10/7/2013 at 08:00:00
Extra Event Text: MOTION FOR SANCTIONS UNDER NRCP 37(b) (PAPER ORDER NOT PROVIDED)
Event Disposition: S200 - 10/23/2013
- 7 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/8/2013 at 15:24:00
Extra Event Text: MOTION TO COMPEL DEPOSITION (NO PAPER ORDER PROVIDED)
Event Disposition: S200 - 10/14/2013
- 8 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 10/14/2013 at 08:00:00

Event Disposition: D435 - 10/14/2013
- 9 Department: D6 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 10/15/2013 at 09:00:00
Extra Event Text: P - JARRAD MILLER - 329-5800
Event Disposition: D480 - 10/15/2013
- 10 Department: D10 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 10/16/2013 at 08:00:00
Extra Event Text: SECOND PRE-TRIAL CONFERENCE (1/2 HOUR)
Event Disposition: D435 - 10/16/2013
- 11 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 10/21/2013 at 13:30:00
Extra Event Text: HEARING ON PLAINTIFF'S MOTION FOR SANCTIONS UNDER NRCP 37(b)
Event Disposition: D445 - 10/21/2013
- 12 Department: D10 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 10/21/2013 at 15:00:00

Event Disposition: D844 - 10/21/2013
- 13 Department: D10 -- Event: TRIAL - JURY -- Scheduled Date & Time: 10/21/2013 at 08:30:00
Extra Event Text: 3-WEEK JURY TRIAL (#1 SET)
Event Disposition: D844 - 10/16/2013
- 14 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 10/22/2013 at 14:00:00
Extra Event Text: CONT'D HRG ON PLAINTIFFS' MOTION FOR SANCTIONS UNDER NRCP 37(b).
Event Disposition: D445 - 10/22/2013
- 15 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 10/23/2013 at 08:30:00
Extra Event Text: CONT'D HRG ON PLAINTIFFS' MOTION FOR SANCTIONS UNDER NRCP 37(b).
Event Disposition: D435 - 10/23/2013
- 16 Department: D10 -- Event: TRIAL - JURY -- Scheduled Date & Time: 10/28/2013 at 08:30:00
Extra Event Text: 3 WEEKS
Event Disposition: D844 - 10/23/2013
- 17 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 11/5/2013 at 15:00:00
Extra Event Text: HEARING ON EX PARTE EMERGENCY MOTION TO HOLD THE DEFENDANTS IN CONTEMPT (COURT REPORTER REQUESTED BY PLAIN'
Event Disposition: D435 - 11/5/2013

- 18 Department: D10 -- Event: IN-CHAMBERS CONFERENCE -- Scheduled Date & Time: 11/19/2013 at 15:30:00
Extra Event Text: (RE: EMAILS RECOVERED)
Event Disposition: D435 - 11/19/2013
- 19 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 12/4/2013 at 09:00:00
Extra Event Text: 3 HOURS
Event Disposition: D435 - 12/4/2013
- 20 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 12/20/2013 at 16:25:00
Extra Event Text: PLAINTIFFS' BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW; DE
Event Disposition: S200 - 1/23/2014
- 21 Department: D10 -- Event: TRIAL - JURY -- Scheduled Date & Time: 1/6/2014 at 08:30:00
Extra Event Text: 2 WEEKS
Event Disposition: D843 - 12/5/2013
- 22 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/11/2014 at 16:06:00
Extra Event Text: DEFENDANTS' MOTION FOR RECONSIDERATION OF ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SACTIONS; PLA
Event Disposition: S200 - 3/13/2014
- 23 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/20/2014 at 09:25:00
Extra Event Text: DEFENDANTS' OBJECTION IN PART TO SPECIAL MSTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER; PLAINTIFFS' RESPONSE
Event Disposition: S200 - 3/13/2014
- 24 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/27/2014 at 09:25:00
Extra Event Text: MOTION TO STAY COMPLIANCE WITH SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER, PENDING JUDICIAL REV
Event Disposition: S200 - 3/13/2014
- 25 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 3/11/2014 at 13:10:00
Extra Event Text: PLTFs' MOTION FOR CASE TERMINATING SANCTIONS, DEFTS' OPPOSITION TO PLTFs' MOTION FOR CASE TERMINATION SANCTIONS /
Event Disposition: S200 - 3/27/2014
- 26 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/8/2014 at 16:59:00
Extra Event Text: PLAINTIFFS' MOTION TO HOLD DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE
Event Disposition: S200 - 4/18/2014
- 27 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 5/13/2014 at 10:53:00
Extra Event Text: PLAINTIFFS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS & REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF DO
Event Disposition: S200 - 7/7/2014
- 28 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/13/2014 at 13:52:00
Extra Event Text: PLAINTIFF'S MOTION TO COMPEL DEPOSITION AND FOR SANCTIONS & REPLY IN SUPPORT OF MOTION TO COMPEL DEPOSITION AND
Event Disposition: S200 - 5/15/2014
- 29 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 5/14/2014 at 09:00:00
Extra Event Text: HEARING REGARDING MOTION FOR CASE TERMINATING SANCTIONS (9:00 TO 5:00)(COURT REPORTER REQUESTED BY BOTH PARTIE
Event Disposition: D465 - 5/14/2014
- 30 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 7/2/2014 at 09:14:00
Extra Event Text: PLAINTIFFS' RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAIN
Event Disposition: S200 - 8/14/2014
- 31 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 8/1/2014 at 08:30:00
Extra Event Text: CONTINUATION OF HEARING REGARDING MOTION FOR CASE-CONCLUDING SANCTIONS (ALL DAY)(COURT REPORTER NEEDED)
Event Disposition: D445 - 8/1/2014

- 32 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 8/11/2014 at 14:33:00
Extra Event Text: (PLTF'S MOTION RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS TAKEN UNDER ADVISEMENT AT THE CONCLUSION OF THE
Event Disposition: S200 - 10/3/2014
- 33 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 8/11/2014 at 08:30:00
Extra Event Text: (CONT'D HRG ON PLTF'S RENEWED MOTION FOR CASE CONCLUDING SANCTIONS.)
Event Disposition: D840 - 8/11/2014
- 34 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/4/2014 at 08:24:00
Extra Event Text: MOTIOON TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE
Event Disposition: S200 - 11/5/2014
- 35 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/4/2014 at 08:26:00
Extra Event Text: MOTION FOR APPOINTMENT OF RECEIVER
Event Disposition: S200 - 11/5/2014
- 36 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/10/2014 at 14:59:00
Extra Event Text: MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) AND OPPOSITION TO PLAINTIFFS' MOTION FOR FEES AND COSTS PURS
Event Disposition: S200 - 12/10/2014
- 37 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/18/2014 at 11:47:00
Extra Event Text: MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE, FILED 10-13-14; THE DEFENDANTS' OPPOS
Event Disposition: S200 - 11/18/2014
- 38 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/18/2014 at 11:48:00
Extra Event Text: MOTION FOR APPOINTMENT OF RECEIVE FILED 10-16-14; THE DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR A RECEIVER,
Event Disposition: S200 - 11/18/2014
- 39 Department: D10 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 11/19/2014 at 13:30:00
Extra Event Text: ORAL ARGUMENT ON MOTION TO STRIKE AND MOTION FOR RECEIVER (2 HOURS) (COURT REPORTER REQUESTED BY STAN JOHNSC
Event Disposition: D425 - 11/19/2014
- 40 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 1/13/2015 at 14:00:00
Extra Event Text: HEARING REGARDING TRANSFER
Event Disposition: D435 - 1/13/2015
- 41 Department: D10 -- Event: IN-CHAMBERS CONFERENCE -- Scheduled Date & Time: 1/15/2015 at 08:00:00

Event Disposition: D435 - 1/15/2015
- 42 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 1/26/2015 at 08:30:00
Extra Event Text: HEARING/ORAL ARGUMENT TO PROVE UP DAMAGES (3-5 DAYS)COURT REPORTER REQUESTED BY PLAINTIFFS
Event Disposition: D844 - 1/15/2015
- 43 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 1/26/2015 at 08:30:00
Extra Event Text: PROVE UP HEARING (3 DAYS)
Event Disposition: D844 - 1/15/2015
- 44 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 2/4/2015 at 14:00:00
Extra Event Text: CONFERENCE ON MOTION TO STAY HEARING ON FEBRUARY 9, 2015
Event Disposition: D425 - 2/4/2015
- 45 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 2/5/2015 at 13:30:00
Extra Event Text: HEARING ON DEFENDANT'S MOTION TO STAY THE HEARING ON DAMAGES SET FOR FEBRUARY 9, 2015
Event Disposition: D844 - 2/4/2015

- 46 Department: D10 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 2/6/2015 at 08:30:00
Event Disposition: D845 - 2/4/2015
- 47 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 2/9/2015 at 08:30:00
Extra Event Text: HEARING TO PROVE UP DAMAGES (3 DAYS) (COURT REPORTER REQUESTED)
Event Disposition: D845 - 2/4/2015
- 48 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/23/2015 at 08:30:00
Extra Event Text: HEARING TO PROVE UP DAMAGES (3 DAYS) COURT REPORTER REQUESTED BY PLAINTIFFS
Event Disposition: D498 - 3/23/2015
- 49 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/24/2015 at 08:30:00
Extra Event Text: (ONGOING PROVE UP HEARING)
Event Disposition: D498 - 3/24/2015
- 50 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/25/2015 at 08:30:00
Extra Event Text: (ONGOING PROVE-UP HRG; CLOSING ARGUMENTS.)
Event Disposition: D435 - 3/25/2015
- 51 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/27/2015 at 09:00:00
Extra Event Text: MATTER TAKEN UNDER ADVISEMENT AFTER HEARING AND AFTER ADDITIONAL MATERIAL PROVIDED
Event Disposition: S200 - 6/15/2015
- 52 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/20/2015 at 14:27:00
Extra Event Text: PLAINTIFF'S EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE FILED 4-27-15 -
Event Disposition: S200 - 6/15/2015
- 53 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/12/2015 at 13:17:00
Extra Event Text: PLAINTIFFS' EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE FILED 4-27-15
Event Disposition: S200 - 6/15/2015
- 54 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/19/2015 at 10:21:00
Extra Event Text: DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFF'S MEMORANDUM OF SUPPLEMENTAL EVIDENCE PUR:
Event Disposition: S200 - 8/7/2015
- 55 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 8/7/2015 at 04:00:00
Extra Event Text: COURT NEEDS TO DECIDE ISSUE OF DAMAGES
Event Disposition: S200 - 10/9/2015
- 56 Department: D10 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 10/22/2015 at 15:15:00
Event Disposition: D435 - 10/22/2015
- 57 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/5/2015 at 15:06:00
Extra Event Text: MOTION -
Event Disposition: S200 - 12/9/2015
- 58 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/25/2015 at 09:02:00
Extra Event Text: PLAINTIFFS' MOTION FOR ATTORNEYS' FEES; DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEYS' FEES; REPLY IN SUPPORT OF
Event Disposition: S200 - 12/9/2015
- 59 Department: D10 -- Event: IN-CHAMBERS CONFERENCE -- Scheduled Date & Time: 12/2/2015 at 16:00:00
Extra Event Text: (CONFERENCE CALL RE: DEFENDANTS' MOTION TO DISMISS, FILED 12/1/15)
Event Disposition: D435 - 12/2/2015

- 60 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 12/10/2015 at 13:30:00
Extra Event Text: HEARING ON PUNITIVE DAMAGES (1:30-5:00 P.M.)(COURT REPORTER REQUESTED BY JARRAD MILLER, ESQ.)
Event Disposition: D845 - 12/2/2015
- 61 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/11/2015 at 10:43:00
Extra Event Text: DEFENDANT'S MOTION TO RETAX PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS
Event Disposition: S200 - 12/17/2015
- 62 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/30/2015 at 10:18:00
Extra Event Text: DEFENDANT'S MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION
Event Disposition: S200 - 1/7/2016
- 63 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 2/8/2016 at 13:30:00
Extra Event Text: HEARING ON MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION (1:30-5:00)(COURT REPORTER REQUESTED BY JARRAD MILLER, ESQ.)
Event Disposition: D445 - 2/8/2016
- 64 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 3/2/2016 at 16:56:00
Extra Event Text: (COURT TOOK THE DEFTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION UNDER ADVISEMENT AT THE CONCLUSION OF THE HEARING)
Event Disposition: S200 - 5/9/2016
- 65 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/2/2016 at 13:30:00
Extra Event Text: CONTINUATION OF HEARING ON MOTION TO DISMISS (1:30-5:00)(COURT REPORTER REQUESTED BY BOTH PARTIES)
Event Disposition: D840 - 3/2/2016
- 66 Department: D10 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 4/5/2016 at 15:00:00
Extra Event Text: TELEPHONIC CONFERENCE REGARDING TIMING ISSUE (1/2 HOUR)(JEFF HARTMAN WILL SET UP CONFERENCE CALL)
Event Disposition: D435 - 4/5/2016
- 67 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/24/2016 at 14:07:00
Extra Event Text: REPLY IN SUPPORT OF MOTION TO RETAX COSTS
Event Disposition: S200 - 8/29/2016
- 68 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 7/5/2016 at 12:19:00
Extra Event Text: DEFT'S MOTION FOR ATTORNEY'S FEES AND COSTS
Event Disposition: S200 - 8/29/2016
- 69 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/31/2018 at 15:44:00
Extra Event Text: MOTION TO ALTER OR AMEND JUDGMENT: MOTION FOR RECONSIDERATION
Event Disposition: S200 - 3/7/2019
- 70 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 1/22/2019 at 09:46:00
Extra Event Text: MOTION TO SUBSTITUTE RECEIVER
Event Disposition: S200 - 1/24/2019
- 71 Department: D10 -- Event: STATUS HEARING -- Scheduled Date & Time: 1/23/2019 at 09:00:00
Extra Event Text: STATUS HEARING (1/2 HOUR)(COURT REPORTER REQUESTED BY BOTH PARTIES)
Event Disposition: D425 - 1/23/2019
- 72 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 1/25/2019 at 16:12:00
Extra Event Text: MOTION FOR INSTRUCTION TO RECEIVER
Event Disposition: S200 - 2/15/2019
- 73 Department: B -- Event: DISCOVERY DISPUTE CONF -- Scheduled Date & Time: 3/6/2019 at 14:00:00
Extra Event Text: Discovery Dispute Hearing Requested by Plaintiff
Event Disposition: D435 - 3/6/2019

- 74 Department: D10 -- Event: STATUS HEARING -- Scheduled Date & Time: 3/14/2019 at 15:00:00
Extra Event Text: STATUS HEARING (1 HOUR)(COURT REPORTER REQUESTED BY DEFENDANTS)
Event Disposition: D435 - 3/14/2019
- 75 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/2/2019 at 15:31:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING COMPS AND RESORT FEES
Event Disposition: S200 - 5/24/2019
- 76 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/22/2019 at 15:23:00
Extra Event Text: RECONSIDERATION MOTION
Event Disposition: S200 - 5/13/2019
- 77 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/6/2019 at 13:53:00
Extra Event Text: MOTION TO SUBSTITUTE PARTY - PEDERSON FILED 3/19/19
Event Disposition: S200 - 5/8/2019
- 78 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/6/2019 at 13:51:00
Extra Event Text: MOTION TO SUBSTITUTE PARTY - THOMAS FILED 3/19/19
Event Disposition: S200 - 5/8/2019
- 79 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/6/2019 at 13:50:00
Extra Event Text: MOTION TO SUBSTITUTE PARTY - WEISS FILED 3/19/19
Event Disposition: S200 - 5/8/2019
- 80 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/7/2019 at 09:06:00
Extra Event Text: DEFENDANTS PAGE LIMIT MOTION
Event Disposition: S200 - 5/13/2019
- 81 Department: B -- Event: DISCOVERY DISPUTE CONF -- Scheduled Date & Time: 5/9/2019 at 14:00:00
Extra Event Text: DISCOVERY DISPUTE CONFERENCE
Event Disposition: D435 - 5/9/2019
- 82 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/17/2019 at 09:29:00
Extra Event Text: Defendants' Motion To Set Aside Judgment Or In The Alternative To Amend Judgment
Event Disposition: S200 - 6/25/2019
- 83 Department: D10 -- Event: STATUS HEARING -- Scheduled Date & Time: 5/24/2019 at 13:30:00
Extra Event Text: STATUS HEARING (1 HOUR)(COURT REPT. REQUESTED BY ALL PARTIES)
Event Disposition: D260 - 5/24/2019
- 84 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/26/2019 at 11:46:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING DEEP CLEANING FEE DISGORGEMENT AND DEEP CLEANING FEE CHARGE G
Event Disposition: S200 - 9/3/2019
- 85 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 6/26/2019 at 11:45:00
Extra Event Text: THIRD MOTION TO COMPEL DISCOVERY RESPONSES
Event Disposition: S200 - 8/5/2019
- 86 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 7/25/2019 at 14:00:00
Extra Event Text: HEARING ON DEFENDANT'S MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT (3 HOURS)(COURT RE
Event Disposition: D435 - 7/25/2019
- 87 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 8/5/2019 at 09:00:00
Extra Event Text: DEFENDANT'S MOTION TO SET ASIDE JUDGMENT
Event Disposition: S200 - 10/2/2019

- 88 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2019 at 12:07:00
Extra Event Text: REQUEST FOR SUBMISSION OF DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING RESERVE AMOUNTS
Event Disposition: S200 - 9/12/2019
- 89 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2019 at 11:43:00
Extra Event Text: REQUEST FOR SUBMISSION OF DEFENDANTS MOTION FOR PERMISSION TO MAKE SPECIAL ASSESSMENT AND COLLECT DEEP CLEA
Event Disposition: S200 - 9/12/2019
- 90 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2019 at 17:00:00
Extra Event Text: DEFENDANTS' MOTION FOR PROTECTIVE ORDER, FILED ON JUNE 24, 2019; PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR
Event Disposition: S200 - 10/22/2019
- 91 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2019 at 17:00:00
Extra Event Text: DEFENDANTS' OBJECTION TO DISCOVERY COMMISSIONER'S AUGUST 5, 2019 RECOMMENDATION FOR ORDER, FILED ON AUGUST 13
Event Disposition: S200 - 11/1/2019
- 92 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 9/11/2019 at 08:00:00
Extra Event Text: DEFENDANTS' MOTION FOR CLARIFICATION OF THE 10/9/15 FINDINGS OF FACT, CONCLUSION OF LAW, AND JUDGMENT, FILED ON 6/2
Event Disposition: S200 - 9/12/2019
- 93 Department: B -- Event: DISCOVERY HEARING -- Scheduled Date & Time: 10/22/2019 at 09:00:00
Extra Event Text: DISCOVERY DISPUTE HEARING
Event Disposition: D435 - 10/22/2019
- 94 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 10/30/2019 at 13:30:00
Extra Event Text: HEARING ON 2 MOTIONS FOR INSTRUCTION TO RECEIVER, MOTION FOR PERMISSION TO MAKE SPECIAL ASSESSMENT DEEP CLEAN
Event Disposition: D430 - 10/30/2019
- 95 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/12/2019 at 17:00:00
Extra Event Text: DEFT MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGME
Event Disposition: S200 - 12/16/2019
- 96 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/12/2019 at 14:09:00
Extra Event Text: MOTION TO SUBSTITUTE PARTY - TORABKHAM
Event Disposition: S200 - 12/12/2019
- 97 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 12/23/2019 at 12:30:00
Extra Event Text: MOTION TO TERMINATE UNIT RENTAL AGREEMENT (NO ORDER PROVIDED)
Event Disposition: S200 - 2/12/2020
- 98 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 1/28/2020 at 08:55:00
Extra Event Text: MOTION FOR LEAVE TO FILE SUR-REPLY IN SUPPORT OF OPPOSITION TO MOTION TO TERMINATE UNIT RENTAL AGREEMENT (NO OR
Event Disposition: S200 - 2/12/2020
- 99 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/28/2020 at 12:58:00
Extra Event Text: PLAINTIFFS MOTION FOR INSTRUCTIONS TO RECEIVER
Event Disposition: S200 - 3/3/2020
- 100 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 3/17/2020 at 14:10:00
Extra Event Text: MOTION FOR LEAVE TO FILE SUR-REPLY TO PLAINTIFF'S MOTION FOR INSTRUCTION TO RECEIVER (ORDER ATTACHED)
Event Disposition: S200 - 4/2/2020
- 101 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 4/8/2020 at 09:00:00
Extra Event Text: HEARING ON MOTION TO TERMINATE AND ON MOTION FOR INSTRUCTIONS TO RECEIVER(3 HOURS)(COURT REPT. REQUESTED BY I
Event Disposition: D844 - 3/24/2020

- 102 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/17/2020 at 10:23:00
Extra Event Text: Motion for Instructions to Receiver on March 16, 2020. Defendants' Opposition to Plaintiffs' Motion for Instructions to Receiver was filed April 3, 2021
Event Disposition: S200 - 4/23/2020
- 103 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 5/20/2020 at 09:00:00
Extra Event Text: HEARING ON MOTION TO TERMINATE AND ON MOTION FOR INSTRUCTIONS TO RECEIVER(3 HOURS)(COURT REPT. REQUESTED BY I
Event Disposition: D445 - 5/20/2020
- 104 Department: D10 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 6/2/2020 at 09:00:00
Extra Event Text: (CONTINUED ORAL ARGUMENTS ON THE 3 PENDING MOTIONS - 5 HOURS - COURT REPORTER REQUESTED.)
Event Disposition: D445 - 6/2/2020
- 105 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 6/16/2020 at 13:30:00
Extra Event Text: HEARING ON MOTION FOR CONTINUANCE (1/2 HOUR) COURT REPT. NEEDED
Event Disposition: D355 - 6/16/2020
- 106 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/16/2020 at 16:26:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE
Event Disposition: S200 - 8/11/2020
- 107 Department: D10 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 6/17/2020 at 13:30:00
Extra Event Text: CONT'D FROM 5/20/20 & 6/2/20; 1:30PM-5PM; COURT REPORTER NEEDED.
Event Disposition: D445 - 6/17/2020
- 108 Department: D10 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 7/9/2020 at 09:00:00
Extra Event Text: (CONT'D FROM 5/20/20, 6/2/20 AND 6/17/20; 9AM-5PM; COURT REPORTER NEEDED.)
Event Disposition: D435 - 7/9/2020
- 109 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 7/14/2020 at 10:46:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECIVEER REGARDING REIN=MBURSEMENT OF CAPITAL EXPENDITURES (NO ORDER PROVIDED)
Event Disposition: S200 - 10/12/2020
- 110 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 7/30/2020 at 16:08:00
Extra Event Text: MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD (NO ORDER PROVIDED)
Event Disposition: S200 - 10/12/2020
- 111 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 8/3/2020 at 09:00:00
Extra Event Text: MOTION TO TERMINATE UNIT RENTAL AGREEMENT AND MOTIONS FOR INSTRUCTIONS TO RECIEVER (TAKEN UNDER ADVISEMENT AF
Event Disposition: S200 - 10/12/2020
- 112 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 9/22/2020 at 14:43:00
Extra Event Text: PLAINTIFFS FOURTH MOTION TO COMPEL DISCOVERY RESPONSES
Event Disposition: S200 - 11/24/2020
- 113 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/14/2020 at 13:47:00
Extra Event Text: PLAINTIFFS REQUEST FOR CLARIFICATION OF THE OCTOBER 12, 2020 ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER
Event Disposition: S200 - 11/2/2020
- 114 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 11/25/2020 at 13:06:00
Extra Event Text: EMERGENCY MOTION FOR CLARIFICATION (NO ORDER)
Event Disposition: S200 - 12/24/2020
- 115 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/3/2020 at 10:08:00
Extra Event Text: MOTION FOR APPOINTMENT OF LAW FIRM ROBISON, SHARP, SULLIVAN AND BRUST FOR COURT-APPOINTED RECEIVER RICHARD M.
Event Disposition: S200 - 11/5/2021

- 116 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 1/6/2021 at 09:04:00
Extra Event Text: CASE BE TRANSFERRED TO ANOTHER DEPARTMENT (NO ORDER)
Event Disposition: S200 - 1/8/2021
- 117 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 1/20/2021 at 09:00:00
Extra Event Text: HEARING ON MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING CAPITAL EXPENDITURES AND MOTION FOR PUNITIVE DAMAGE
Event Disposition: D855 - 1/8/2021
- 118 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/27/2021 at 11:23:00
Extra Event Text: Stipulated [Proposed] Amended Protective Order Concerning Confidential Information Produced On Or After September 25, 2019
Event Disposition: S200 - 11/10/2022
- 119 Department: D9 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 1/28/2021 at 13:30:00
Extra Event Text: RE: REASSIGNMENT
Event Disposition: D845 - 1/26/2021
- 120 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/5/2021 at 09:59:00
Extra Event Text: Defendants' Motion For Leave To File Motion For Reconsideration Of
Event Disposition: S200 - 9/29/2021
- 121 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 2/5/2021 at 17:00:00
Extra Event Text: Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020 Order Granting Motion For Clarification and Request For He
Event Disposition: S200 - 11/28/2022
- 122 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/1/2021 at 10:34:00
Extra Event Text: PROPOSED ORDER TO SHOW CAUSE
Event Disposition: S200 - 10/7/2021
- 123 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/2/2021 at 15:18:00
Extra Event Text: [Proposed] Order Setting Status Conference
Event Disposition: S200 - 10/7/2021
- 124 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/3/2021 at 12:31:00
Extra Event Text: Order Setting Status Conference
Event Disposition: S200 - 10/7/2021
- 125 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/4/2021 at 13:58:00
Extra Event Text: Emergency Motion To Stay Enforcement of December 24, 2020 Order Pending Hearing and Ruling on Motion For Reconsideration
Event Disposition: S200 - 11/28/2022
- 126 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/11/2021 at 11:07:00
Extra Event Text: Order Denying Defendants' Motion for Leave
Event Disposition: S200 - 10/7/2021
- 127 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/22/2021 at 14:23:00
Extra Event Text: Order Granting Defendants' Motion For Leave and Defendants' Motion To Stay
Event Disposition: S200 - 10/7/2021
- 128 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 5/4/2021 at 17:00:00
Extra Event Text: Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants
Event Disposition: S200 - 1/4/2022
- 129 Department: D9 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 5/5/2021 at 16:00:00
Extra Event Text: VIA ZOOM
Event Disposition: D435 - 5/5/2021

- 130 Department: D9 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 5/14/2021 at 08:00:00
Extra Event Text: DEFTS' MTN FOR LEAVE TO FILE MTN FOR RECONSIDERATION OF 12/24/20 ORDER
Event Disposition: D450 - 5/14/2021
- 131 Department: OJ -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 5/27/2021 at 15:00:00
Extra Event Text: DEFTS' MTN FOR LEAVE TO FILE MTN FOR RECONSIDERATION OF 12/24/20 ORDER
Event Disposition: D840 - 5/27/2021
- 132 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 7/1/2021 at 13:49:00
Extra Event Text: EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER
Event Disposition: S200 - 1/4/2022
- 133 Department: D9 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 7/2/2021 at 14:00:00
Extra Event Text: HEARING REQUESTED BY THE COURT RE: RECEIVER ISSUE
Event Disposition: D435 - 7/2/2021
- 134 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/10/2021 at 17:27:00
Extra Event Text: FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ATTACHED AS EX1
Event Disposition: S200 - 10/7/2021
- 135 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/21/2021 at 15:19:00
Extra Event Text: PLAINTIFFS MOTION TO STAY SPECIAL ASSESSMENT ON AUG 20, 2021
Event Disposition: S200 - 1/4/2022
- 136 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/22/2021 at 16:16:00
Extra Event Text: RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE WIT
Event Disposition: S200 - 1/4/2022
- 137 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 9/30/2021 at 08:00:00
Extra Event Text: ZOOM
Event Disposition: D435 - 9/30/2021
- 138 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 10/5/2021 at 16:31:00
Extra Event Text: PROPOSED ORDER REGARDING RECEIVER'S AUGUST 16, 2021 ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES L
Event Disposition: S200 - 10/7/2021
- 139 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 10/18/2021 at 12:03:00
Extra Event Text: RECEIVER'S EX PARTE MOTION FOR ORDER SHORTENING TIME FOR DETERMINATION OF RECEIVER'S MOTION FOR ORDERS & INST
Event Disposition: S200 - 10/24/2021
- 140 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 10/25/2021 at 17:45:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECEIVER ON SEPT 28, 2021
Event Disposition: S200 - 1/4/2022
- 141 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 10/25/2021 at 10:48:00
Extra Event Text: RECEIVER'S MOTION FOR ORDERS AND INSTRUCTIONS
Event Disposition: S200 - 1/4/2022
- 142 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 11/3/2021 at 12:16:00
Extra Event Text: MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES ('MOTION') ON JUNE 24, 2021
Event Disposition: S200 - 1/4/2022
- 143 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 11/5/2021 at 16:00:00
Extra Event Text: ZOOM
Event Disposition: D435 - 11/5/2021

- 144 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 11/8/2021 at 15:59:00
Extra Event Text: DEFENDANTS MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE
Event Disposition: S200 - 11/14/2022
- 145 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 11/17/2021 at 14:34:00
Extra Event Text: 17 PROPOSED ORDERS
Event Disposition: S200 - 12/1/2022
- 146 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/23/2021 at 16:03:00
Extra Event Text: Defendant's Request to Submit Proposed Orders
Event Disposition: S200 - 12/1/2022
- 147 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/28/2021 at 16:34:00
Extra Event Text: Proposed Order Denying Receiver's Request to Approve Updated Fees and Order to Conduct New Calculations.
Event Disposition: S200 - 12/1/2022
- 148 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/30/2021 at 14:47:00
Extra Event Text: Motion For Dismissal Of Claims Of Deceased Party Plaintiffs Due To Untimely Filing Of Notice or Suggestion Of Death And Motion To Substitute Pa
Event Disposition: S200 - 11/18/2022
- 149 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/30/2021 at 15:05:00
Extra Event Text: Proposed Order Denying Plaintiff's Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings
Event Disposition: S200 - 12/1/2022
- 150 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 10:00:00
Extra Event Text: Order Granting Defendants' Emergency Motion to Stay Enforcement of 12/24/2020 Order pending Hearing and Ruling on Motion for Reconsideration
Event Disposition: S200 - 12/1/2022
- 151 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 08:51:00
Extra Event Text: [PROPOSED] ORDER DENYING PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HI
Event Disposition: S200 - 12/1/2022
- 152 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 10:09:00
Extra Event Text: Order Granting Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures
Event Disposition: S200 - 12/1/2022
- 153 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 10:05:00
Extra Event Text: Order Granting Defendant's Motion for Leave to File Motion for Reconsideration of December 24, 2020, Order Granting Motion for Clarification and f
Event Disposition: S200 - 12/1/2022
- 154 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/5/2022 at 08:55:00
Extra Event Text: Order Denying Plaintiffs' Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification
Event Disposition: S200 - 12/1/2022
- 155 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/13/2022 at 16:15:00
Extra Event Text: Motion For Relief From Obligation To Supplement Under NRCP 26(e)(1) and Motion to Reinstate Attorney-Client Privilege
Event Disposition: S200 - 11/21/2022
- 156 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/4/2022 at 10:03:00
Extra Event Text: REQUEST FOR SUBMISSION OF PROPOSED ORDERS
Event Disposition: S200 - 12/1/2022
- 157 Department: D10 -- Event: STATUS CONFERENCE -- Scheduled Date & Time: 2/4/2022 at 12:00:00
Extra Event Text: ZOOM
Event Disposition: D435 - 2/4/2022

- 158 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/14/2022 at 16:06:00
Extra Event Text: 1. [PROPOSED] OMNIBUS ORDER REGARDING (1) PLAINTIFFS' MOTION TO EXPEDITE RULINGS OR STAY; (2) PLAINTIFFS' MOTION FOR
Event Disposition: S200 - 12/1/2022
- 159 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/14/2022 at 17:14:00
Extra Event Text: [PROPOSED] ORDER GRANTING DEFENDANTS' MOTION TO DISCHARGE RECEIVER AND TERMINATE THE RECEIVERSHIP BE RE-SUBM
Event Disposition: S200 - 12/1/2022
- 160 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/14/2022 at 16:39:00
Extra Event Text: 1. [PROPOSED] OMNIBUS ORDER REGARDING (1) PLAINTIFFS' MOTION TO EXPEDITE RULINGS OR STAY; (2) PLAINTIFFS' MOTION FOR
Event Disposition: S200 - 12/1/2022
- 161 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/14/2022 at 14:19:00
Extra Event Text: MOTION (PROPOSED ORDER EX1)
Event Disposition: S200 - 12/1/2022
- 162 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/17/2022 at 14:34:00
Extra Event Text: REQUESTS THAT THE MATTERS ADDRESSED IN BRIEFING SUBMITTED BY THE RECEIVER AND THE PARTIES REGARDING THE PAYME
Event Disposition: S200 - 11/14/2022
- 163 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/28/2022 at 13:02:00
Extra Event Text: EMERGENCY MOTION TO STAY ENFORCEMENT OF THE COURT'S SEVEN ORDERS ENTERED JAN 4, 2022 PENDING HEARING AND RUL
Event Disposition: S200 - 11/14/2022
- 164 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/10/2022 at 14:45:00
Extra Event Text: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING AS MOOT DEFENDANTS' EMERGENCY MOTION TO
Event Disposition: S200 - 11/14/2022
- 165 Department: SJ1 -- Event: HEARING... -- Scheduled Date & Time: 3/11/2022 at 10:00:00
Extra Event Text: ZOOM (PLAINTIFF'S EX-PARTE MOTION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION)
Event Disposition: D435 - 3/11/2022
- 166 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/15/2022 at 14:40:00
Extra Event Text: 1. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFFS' MO
Event Disposition: S200 - 11/14/2022
- 167 Department: D10 -- Event: HEARING... -- Scheduled Date & Time: 3/25/2022 at 09:00:00
Extra Event Text: IN-PERSON (MOTION FOR PRELIMINARY INJUNCTION)
Event Disposition: D435 - 3/25/2022
- 168 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/31/2022 at 16:13:00
Extra Event Text: Order Granting Preliminary Injunction
Event Disposition: S200 - 12/1/2022
- 169 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 4/4/2022 at 10:50:00
Extra Event Text: PROPOSED ORDER DENYING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION
Event Disposition: S200 - 12/1/2022
- 170 Department: D10 -- Event: MOTION TO DISMISS... -- Scheduled Date & Time: 4/8/2022 at 12:00:00
Extra Event Text: ZOOM
Event Disposition: D840 - 4/8/2022
- 171 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 4/15/2022 at 14:06:00
Extra Event Text: PROPOSED ORDER GRANTING DEFENDANTS EX PARTE APPLICATION FOR INTERIM STAY OF ORDER GRANTING PLAINTIFFS' SUPPLE
Event Disposition: S200 - 11/14/2022

- 172 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 4/26/2022 at 15:26:00
Extra Event Text: ORDER DENYING MOTION TO DISMISS PURSUANT TO NRCP 41(e) (PROPOSED ORDER EX1)
Event Disposition: S200 - 11/18/2022
- 173 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 4/27/2022 at 13:23:00
Extra Event Text: PROPOSED ORDER GRANTING DEFENDANTS' MOTION TO DISMISS PURSUANT TO NRCP 41(E)
Event Disposition: S200 - 11/18/2022
- 174 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 5/2/2022 at 16:41:00
Extra Event Text: Proposed Order Denying Plaintiffs' Motion for Preliminary Injunction
Event Disposition: S200 - 12/1/2022
- 175 Department: OJ -- Event: STATUS HEARING -- Scheduled Date & Time: 5/20/2022 at 12:00:00
Extra Event Text: ZOOM (TO DISCUSS PROCEDURE FOR PUNITIVE DAMAGES)
Event Disposition: D445 - 5/20/2022
- 176 Department: OJ -- Event: HEARING... -- Scheduled Date & Time: 5/24/2022 at 08:00:00
Extra Event Text: ZOOM (HRG ON MOTION FOR ORDER TO SHOW CAUSE)
Event Disposition: D840 - 5/24/2022
- 177 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 5/27/2022 at 14:18:00
Extra Event Text: ORDER DENYING PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTI
Event Disposition: S200 - 12/1/2022
- 178 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 5/27/2022 at 16:09:00
Extra Event Text: ORDER TO SHOW CAUSE (PROPOSED ORDER EX1)
Event Disposition: S200 - 12/1/2022
- 179 Department: OJ -- Event: HEARING... -- Scheduled Date & Time: 7/8/2022 at 09:00:00
Extra Event Text: IN-PERSON (MOTION FOR PUNITIVE DAMAGES - PHASE 1; CRTRM TBD)
Event Disposition: D840 - 7/8/2022
- 180 Department: D8 -- Event: HEARING... -- Scheduled Date & Time: 7/18/2022 at 09:00:00
Extra Event Text: IN-PERSON IN D8 COURTROOM (MOTION FOR PUNITIVE DAMAGES - PHASE 2)
Event Disposition: D435 - 7/18/2022
- 181 Department: SJ1 -- Event: HEARING... -- Scheduled Date & Time: 7/21/2022 at 09:00:00
Extra Event Text: IN-PERSON (MOTION FOR PUNITIVE DAMAGES - PHASE 2 CONT'D)
Event Disposition: D845 - 7/18/2022
- 182 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 8/19/2022 at 16:34:00
Extra Event Text: LIST OF PENDING MOTIONS REQUIRING ADJUDICATION SUBMITTED WITH THIS REQUEST FOR SUBMISSION ARE 9 PROPOSED ORDE
Event Disposition: S200 - 12/1/2022
- 183 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 8/22/2022 at 10:34:00
Extra Event Text: 9 PROPOSED ORDERS FOR THE COURT'S CONSIDERATION AND TO ASSIST IN ITS ADJUDICATION OF THE OUSTANDING MOTIONS
Event Disposition: S200 - 12/1/2022
- 184 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:06:00
Extra Event Text: PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE (MOTION) ON SEPT 27, 2021 submitted November 5, 2021
Event Disposition: S200 - 2/1/2023
- 185 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:12:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEPT OF COURT ON FEB. 1, 2022
Event Disposition: S200 - 2/1/2023

- 186 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:10:00
Extra Event Text: ORDER DENYING, WITHOUT PREJUDICE, PLAINTIFFS MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD submitted December 23, 2021
Event Disposition: S200 - 1/17/2023
- 187 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:08:00
Extra Event Text: Ex Parte Motion for Order Shortening Time submitted November 18, 2021
Event Disposition: S200 - 12/5/2022
- 188 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:16:00
Extra Event Text: Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures, submitted for decision on July 14, 2020
Event Disposition: S200 - 1/26/2023
- 189 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:13:00
Extra Event Text: Motion for Order to Show Cause as to Why the Defendants Should Not Be Held in Contempt of Court submitted April 5, 2022
Event Disposition: S200 - 2/1/2023
- 190 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:04:00
Extra Event Text: MOTION FOR FEES (NO ORDER) submitted March 3, 2021
Event Disposition: S200 - 3/16/2023
- 191 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:03:00
Extra Event Text: Motion for Fees Pursuant to NRCP 37 submitted March 3, 2021
Event Disposition: S200 - 3/16/2023
- 192 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:02:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT submitted February 1, 2023
Event Disposition: S200 - 2/1/2023
- 193 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:15:00
Extra Event Text: DEFENDANTS PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER DENYING PLAINTIFFS' REQUEST FOR PUNITIVE DAMAGES submitted December 23, 2021
Event Disposition: S200 - 1/17/2023
- 194 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:07:00
Extra Event Text: Motion for Leave to File Motion for Reconsideration and Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting Defendants' Motion for Summary Judgment submitted November 18, 2021
Event Disposition: S200 - 11/28/2022
- 195 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:14:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST FOR PUNITIVE DAMAGES submitted December 23, 2021
Event Disposition: S200 - 2/1/2023
- 196 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:05:00
Extra Event Text: Motion for Instructions to Receiver to Take Over Control of Rents, Dues, Revenues, and Bank Accounts submitted April 21, 2021
Event Disposition: S200 - 1/26/2023
- 197 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:11:00
Extra Event Text: Motion for Order to Show Cause submitted December 23, 2021
Event Disposition: S200 - 2/1/2023
- 198 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:09:00
Extra Event Text: Emergency Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings submitted November 30, 2021
Event Disposition: S200 - 12/5/2022
- 199 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 9/19/2022 at 17:01:00
Extra Event Text: Plaintiffs Motion in Support of Punitive Damages Award submitted July 30, 2020
Event Disposition: S200 - 1/17/2023

- 200 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 10/21/2022 at 12:43:00
Extra Event Text: MOTION TO STRIKE DEFENDANT'S PEREMPTORY CHALLENGE OF JUDGE - BINDER BUILT
Event Disposition: S200 - 11/2/2022
- 201 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/15/2022 at 15:56:00
Extra Event Text: MOTION REQUESTING THAT THE COURT STRIKE OR DECLINE TO CONSIDER RECEIVER'S LETTER DATED NOV. 14, 2022 TO SENIOR JL
Event Disposition: S200 - 1/25/2023
- 202 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 12/19/2022 at 15:29:00
Extra Event Text: RECEIVER'S OMNIBUS REPLY TO THE PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS
Event Disposition: S200 - 1/26/2023
- 203 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/4/2023 at 14:40:00
Extra Event Text: PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON PLAINTIFFS' MOTION FOR PUNITIVE DAMAGES (PROPOSED C
Event Disposition: S200 - 1/17/2023
- 204 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/17/2023 at 14:16:00
Extra Event Text: MOTION TO COMPEL RECEIVER TO PREPARE REPORT ON DEENDANTS' REQUEST FOR REIMBURSEMENT OF CAPITAL EXPENDITURE
Event Disposition: S200 - 2/6/2023
- 205 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/17/2023 at 16:16:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE
Event Disposition: S200 - 2/6/2023
- 206 Department: OJ -- Event: MOTION ... -- Scheduled Date & Time: 1/18/2023 at 15:30:00
Extra Event Text: ZOOM | MOTION FOR INSTRUCTION
Event Disposition: D430 - 1/18/2023
- 207 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/20/2023 at 12:16:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE ON DEC. 29, 2022
Event Disposition: S200 - 2/6/2023
- 208 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/20/2023 at 14:14:00
Extra Event Text: MOTION FOR ORDER TO SHOW CAUSE ON DEC. 28, 2022
Event Disposition: S200 - 2/6/2023
- 209 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 1/25/2023 at 17:34:00
Extra Event Text: PROPOSED ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER
Event Disposition: S200 - 1/26/2023
- 210 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/1/2023 at 15:13:00
Extra Event Text: PROPOSED FORM OF FINAL JUDGMENT ATTACHED AS EXHIBIT A
Event Disposition: S200 - 2/2/2023
- 211 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/1/2023 at 14:53:00
Extra Event Text: DEFENDANTS' PROPOSED FINAL JUDGMENT
Event Disposition: S200 - 2/2/2023
- 212 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/2/2023 at 14:40:00
Extra Event Text: MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION ON JAN. 19, 2023
Event Disposition: S200 - 2/6/2023
- 213 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/21/2023 at 15:17:00
Extra Event Text: PLAINTIFFS EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS TERMINATING THE GRAND SIEF
Event Disposition: S200 - 3/16/2023

- 214 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 2/24/2023 at 12:15:00
Extra Event Text: RECEIVER'S CALCULATIONS CONTAINED IN EXHIBIT 1 ATTACHED TO RECEIVER'S OMNIBUS REPLY TO PARTIES OPPOSITIONS TO THE
Event Disposition: S200 - 1/26/2023
- 215 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/2/2023 at 16:49:00
Extra Event Text: MOTION FOR INSTRUCTIONS TO RECEIVER CONCERNING TERMINATION OF THE
Event Disposition: S200 - 1/26/2023
- 216 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/7/2023 at 16:29:00
Extra Event Text: DEFENDANTS MOTION TO COMPEL
Event Disposition: S200 - 2/6/2023
- 217 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/7/2023 at 17:13:00
Extra Event Text: EX PARTE MOTION TO SHORTEN TIME AND NOT DEFENDANTS MOTION TO CONTINUE TRIAL
Event Disposition: S200 - 3/10/2023
- 218 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/9/2023 at 15:13:00
Extra Event Text: MOTION TO ALTER OR AMEND FINAL JUDGMENT ON FEB. 8, 2023
Event Disposition: S200 - 3/27/2023
- 219 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/13/2023 at 10:00:00
Extra Event Text: MOTION TO MODIFY AND TERMINATE RECEIVERSHIP AND APPROVE SALE OF CONDOMINIUM HOTEL
Event Disposition: S200 - 3/27/2023
- 220 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/14/2023 at 16:56:00
Extra Event Text: MOTION TO CONTINUE APRIL 3, 2023 TRIAL
Event Disposition: S200 - 3/15/2023
- 221 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/22/2023 at 17:22:00
Extra Event Text: DEFENDANTS RENEWED APPLICATION FOR STAY
Event Disposition: S200 - 3/28/2023
- 222 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/24/2023 at 12:24:00
Extra Event Text: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF (1) JANUARY 26, 2023 ORDER DENYING DEFENDANTS' MOTION FOR
Event Disposition: S200 - 3/28/2023
- 223 Department: OJ -- Event: Request for Submission -- Scheduled Date & Time: 3/27/2023 at 15:13:00
Extra Event Text: DEFENDANTS RENEWED APPLICATION FOR STAY OF ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES (MOTION) FI
Event Disposition: S200 - 3/28/2023
- 224 Department: OJ -- Event: CONFERENCE CALL -- Scheduled Date & Time: 3/28/2023 at 16:30:00
Extra Event Text: RE: THE CONTEMPT TRIAL SET TO BEGIN ON 4/3/2023.
Event Disposition: D435 - 3/28/2023
- 225 Department: OJ -- Event: ORDER TO SHOW CAUSE -- Scheduled Date & Time: 4/3/2023 at 09:00:00
Extra Event Text: Contempt trial
Event Disposition: D844 - 3/28/2023
- 226 Department: OJ -- Event: ORDER TO SHOW CAUSE -- Scheduled Date & Time: 4/4/2023 at 09:00:00
Extra Event Text: Contempt trial
Event Disposition: D844 - 3/28/2023
- 227 Department: OJ -- Event: ORDER TO SHOW CAUSE -- Scheduled Date & Time: 4/5/2023 at 09:00:00
Extra Event Text: Contempt trial
Event Disposition: D844 - 3/28/2023

228 Department: OJ -- Event: ORDER TO SHOW CAUSE -- Scheduled Date & Time: 4/6/2023 at 09:00:00
Extra Event Text: Contempt trial
Event Disposition: D844 - 3/28/2023

Actions

	<u>Filing Date</u>	<u>-</u>	<u>Docket Code & Description</u>
1	8/27/2012	-	\$1425 - \$Complaint - Civil Additional Text: (ALBERT THOMAS) - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
2	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: JANE DUNLAP - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
3	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: JOHN DUNLAP - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
4	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: BARRY HAY - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
5	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: MARIE-ANNE ALEXANDER LIVING TRUST - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
6	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: GEORGE VAGUJHELYI AND MELISSA VAGUJHELYI 2001 FAMILY TRUST AGREEMENT, U/D/A APRIL 13, 2001 - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
7	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: D'ARCY NUNN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
8	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: HENRY NUNN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
9	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: MADELYN VAN DER BOKKE - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
10	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: LEE VAN DER BOKKE - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
11	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: DONALD SCHREIFELS - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
12	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: ROBERT R. PEDERSON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
13	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: PEDERSON 1990 TRUST - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
14	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: LOU ANN PEDERSON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
15	8/27/2012	-	\$PLTF - \$Addl Plaintiff/Complaint Additional Text: LORI ORDOVER - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

16 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: WILLIAM A. HENDERSON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

17 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: CHRISTINE E. HENDERSON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

18 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LOREN D. PARKER - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

19 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SUZANNE C. PARKER - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

20 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MICHAEL IZADY - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

21 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: STEVEN TAKAKI - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

22 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: FARAD TORABKHAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

23 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SAHAR TAVAKOL - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

24 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: M&Y HOLDINGS, LLC - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

25 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JL&YL HOLDINGS, LLC - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

26 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SANDI RAINES - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

27 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: R. RAGHURAM - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

28 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: USHA RAGHURAM - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

29 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LORI K. TOKUTOMI - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

30 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: GARETT TOM - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

31 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ANITA TOM - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

32 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: RAMON FADRILAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

33 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: RAYE FADRILAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

34 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LEE FAMILY 2002 REVOCABLE TRUST - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

35 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DOMINIC YIN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

36 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ELIAS SHAMIEH - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

37 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JEFFERY JAMES QUINN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

38 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: BARBARA ROSE QUINN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

39 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: KENNETH RICH - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

40 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MAXINE RICH - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

41 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: NORMAN CHANDLER - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

42 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: BENTON WAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

43 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: TIMOTHY D. KAPLAN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

44 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SILKSCAPE INC. - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

45 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: PETER CHENG - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

46 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ELISA CHENG - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

47 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: GREG A. CAMERON - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

48 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: TMI PROPERTY GROUP, LLC - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

49 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: RICHARD LUTZ - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

50 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SANDRA LUTZ - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

51 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MARY A. KOSSICK - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26

- 52 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MELVIN CHEAH - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
- 53 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DI SHEN - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
- 54 8/27/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: NADINE'S REAL ESTATE INVESTMENTS, LLC - Transaction 3178084 - Approved By: MCHOLICO : 08-28-2012:09:40:26
- 55 8/28/2012 - PAYRC - **Payment Received
Additional Text: A Payment of \$1,850.00 was made on receipt DCDC374045.
- 56 9/10/2012 - 1090 - Amended Complaint
Additional Text: Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 57 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: AJIT GUPTA - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 58 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SEEMA GUPTA - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 59 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: FREDRICK FISH - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 60 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LISA FISH - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 61 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ROBERT A. WILLIAMS - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 62 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JACQUELIN PHAM - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 63 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MAY ANN HOM TRUST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 64 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MICHAEL HURLEY - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 65 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DOMINIC YIN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 66 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DUANE WINDHORST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 67 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: MARILYN WINDHORST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 68 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: VINOD BHAN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 69 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ANNE BHAN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

70 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: GUY P. BROWNE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

71 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: GARTH A. WILLIAMS - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

72 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: PAMELA Y. ARATANI - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

73 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DARLENE LINDGREN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

74 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: LAVERNE ROBERTS - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

75 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DOUG MECHAM - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

76 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: CHRISINE MECHAM - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

77 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: KWANGSOO SON - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

78 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SOO YEUN MOON - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

79 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JOHNSON AKINDODUNSE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

80 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: WEISS FAMILY TRUST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

81 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: PRAVESH CHOPRA - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

82 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: TERRY POPE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

83 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: NANCY POPE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

84 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JAMES TAYLOR - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

85 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: RYAN TAYLOR - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

86 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: KI HAM - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

87 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: YOUNG JA CHOI - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46

- 88 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SANG DEE SOHN - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 89 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: KUK HYUNG (CONNIE) - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 90 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SANG (MIKE) YOO - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 91 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: CAYENNE TRUST - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 92 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: WILLIAM MINER, JR. - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 93 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: CHANH TRUONG - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 94 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ELIZABETH ANDERS MECUA - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 95 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: SHEPHERD MOUNTAIN, LLC - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 96 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: ROBERT BRUNNER - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 97 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: AMY BRUNNER - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 98 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: JEFF RIOPELLE - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 99 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: PATRICIA M. MOLL - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 100 9/10/2012 - \$PLTF - \$Addl Plaintiff/Complaint
Additional Text: DANIEL MOLL - Transaction 3205997 - Approved By: MCHOLICO : 09-10-2012:16:14:46
- 101 9/10/2012 - PAYRC - **Payment Received
Additional Text: A Payment of \$1,320.00 was made on receipt DCDC375659.
- 102 9/10/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3206647 - Approved By: NOREVIEW : 09-10-2012:16:20:28
- 103 10/2/2012 - 1005 - Acceptance of Service
Additional Text: SEAN L. BROHAWN, ESQ. ACCEPTS SERVICE OBO MEI-GSR HOLDINGS, LLC, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, AND GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC ON9/28/12 - Transaction 3254552 - Approved By: MCHOLICO : 10-02-2012:10:16:45
- 104 10/2/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3254637 - Approved By: NOREVIEW : 10-02-2012:10:19:00
- 105 10/17/2012 - 2520 - Notice of Appearance
Additional Text: SEAN L. BROHAWN FOR DEFENDANTS - Transaction 3289192 - Approved By: YLLOYD : 10-17-2012:16:11:37

- 106 10/17/2012 - \$1560 - \$Def 1st Appearance - CV
Additional Text: MEI-GRS HOLDINGS LLC - Transaction 3289192 - Approved By: YLLOYD : 10-17-2012:16:11:37
- 107 10/17/2012 - \$DEFT - \$Addl Def/Answer - Prty/Appear
Additional Text: GRAND SIERRA RESORT UNIT OWNERS ASSOCIATION - Transaction 3289192 - Approved By: YLLOYD : 10-17-2012:16:11:37
- 108 10/17/2012 - \$DEFT - \$Addl Def/Answer - Prty/Appear
Additional Text: GAGE VILLAGE COMMERCIAL DEVELOPMENT LLC - Transaction 3289192 - Approved By: YLLOYD : 10-17-2012:16:11:37
- 109 10/17/2012 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$273.00 was made on receipt DCDC381139.
- 110 10/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3289464 - Approved By: NOREVIEW : 10-17-2012:16:22:14
- 111 10/17/2012 - 1585 - Demand for Security of Costs
Additional Text: DEFENDANTS - Transaction 3289512 - Approved By: YLLOYD : 10-17-2012:16:31:20
- 112 10/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3289574 - Approved By: NOREVIEW : 10-17-2012:16:40:25
- 113 11/2/2012 - 2610 - Notice ...
Additional Text: NOTICE OF UNDERTAKING - Transaction 3322705 - Approved By: JYOST : 11-02-2012:16:20:21
- 114 11/2/2012 - 2610 - Notice ...
Additional Text: NOTICE OF UNDERTAKING - Transaction 3322705 - Approved By: JYOST : 11-02-2012:16:20:21
- 115 11/2/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3322909 - Approved By: NOREVIEW : 11-02-2012:16:24:42
- 116 11/21/2012 - 1137 - Answer and Counterclaim
Additional Text: Transaction 3364146 - Approved By: MCHOLICO : 11-21-2012:16:48:08
- 117 11/21/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3364218 - Approved By: NOREVIEW : 11-21-2012:16:49:59
- 118 12/5/2012 - 3840 - Request Exemption Arbitration
Additional Text: Transaction 3387612 - Approved By: APOMA : 12-05-2012:11:43:08
- 119 12/5/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3387678 - Approved By: NOREVIEW : 12-05-2012:11:52:02
- 120 12/13/2012 - 1145 - Answer to Counterclaim-Civil
Additional Text: Transaction 3404634 - Approved By: MCHOLICO : 12-13-2012:10:53:19
- 121 12/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3404705 - Approved By: NOREVIEW : 12-13-2012:11:12:33
- 122 12/13/2012 - 2605 - Notice to Set
Additional Text: JANUARY 28, 2013 @ 2:00PM - Transaction 3405657 - Approved By: MCHOLICO : 12-13-2012:14:27:25
- 123 12/13/2012 - 2529 - Notice of Early Case Conferenc
Additional Text: Transaction 3405657 - Approved By: MCHOLICO : 12-13-2012:14:27:25

- 124 12/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3405704 - Approved By: NOREVIEW : 12-13-2012:14:30:20
- 125 12/26/2012 - A120 - Exemption from Arbitration
Additional Text: Transaction 3426980 - Approved By: APOMA : 12-26-2012:08:59:38
- 126 12/26/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3427003 - Approved By: NOREVIEW : 12-26-2012:09:02:46
- 127 1/25/2013 - 1580 - Demand for Jury
Additional Text: PLTF: ALBERT THOMAS
- 128 1/25/2013 - JF - **First Day Jury Fees Deposit
No additional text exists for this entry.
- 129 2/5/2013 - 1250E - Application for Setting eFile
Additional Text: 3-WEEK JURY TRIAL (#1 SET) 10/21/13 - Transaction 3512456 - Approved By: NOREVIEW : 02-05-2013:16:15:29
- 130 2/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3512497 - Approved By: NOREVIEW : 02-05-2013:16:19:13
- 131 2/20/2013 - 3980 - Stip and Order...
Additional Text: TO FILE A SECOND AMENDED COMPLAINT ADDING ADDITIONAL PARTY PLAINTIFF - Transaction 3543312 - Approved By: NOREVIEW : 02-20-2013:14:43:02
- 132 2/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3543327 - Approved By: NOREVIEW : 02-20-2013:14:45:41
- 133 3/8/2013 - 1835 - Joint Case Conference Report
Additional Text: Transaction 3579753 - Approved By: MCHOLICO : 03-08-2013:16:15:54
- 134 3/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3580003 - Approved By: NOREVIEW : 03-08-2013:16:17:27
- 135 3/26/2013 - 3920 - Second Amended Complaint
Additional Text: Transaction 3617729 - Approved By: MCHOLICO : 03-26-2013:15:33:59
- 136 3/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3618004 - Approved By: NOREVIEW : 03-26-2013:15:35:57
- 137 5/23/2013 - 1140 - Answer to Amended Complaint
Additional Text: DEFENDANTS ANSWER TO SECOND AMENDED COMPLAINT AND COUNTERCLAIM - Transaction 3746119 - Approved By: YLLOYD : 05-24-2013:09:01:21
- 138 5/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3746456 - Approved By: NOREVIEW : 05-24-2013:09:03:29
- 139 6/5/2013 - 1700 - Expert Witness List
Additional Text: PLTFs' EXPERT DISCLOSURE STATEMENT - Transaction 3769522 - Approved By: ACROGHAN : 06-05-2013:16:50:49
- 140 6/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3769723 - Approved By: NOREVIEW : 06-05-2013:16:52:55
- 141 6/12/2013 - 1145 - Answer to Counterclaim-Civil
Additional Text: Transaction 3784146 - Approved By: YLLOYD : 06-12-2013:15:16:51

142 6/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3784246 - Approved By: NOREVIEW : 06-12-2013:15:18:38

143 7/15/2013 - 2270 - Mtn to Compel...
Additional Text: Transaction 3855067 - Approved By: DJARAMIL : 07-15-2013:17:54:19

144 7/15/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3855797 - Approved By: NOREVIEW : 07-15-2013:17:55:57

145 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: JENNIFER CAMPBELL - Transaction 3873233 - Approved By: JYOST : 07-23-2013:16:19:22

146 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: GLORIA CORDOVA - Transaction 3873233 - Approved By: JYOST : 07-23-2013:16:19:22

147 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: RHODA DENONCOURT - Transaction 3873233 - Approved By: JYOST : 07-23-2013:16:19:22

148 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: RICK DUMAS - Transaction 3873242 - Approved By: JYOST : 07-23-2013:16:18:06

149 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: MIRIAM FREEMAN - Transaction 3873242 - Approved By: JYOST : 07-23-2013:16:18:06

150 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: KENT KRISTOPHER - Transaction 3873242 - Approved By: JYOST : 07-23-2013:16:18:06

151 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: MICHAEL MEIR - Transaction 3873295 - Approved By: MPURDY : 07-23-2013:16:23:54

152 7/23/2013 - 2585 - Notice of Voluntary Dismissal
Additional Text: MARK PUENTE - Transaction 3873295 - Approved By: MPURDY : 07-23-2013:16:23:54

153 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: CHERYLE K. SWAN - Transaction 3873295 - Approved By: MPURDY : 07-23-2013:16:23:54

154 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: KENT VAUGHAN - Transaction 3873297 - Approved By: MPURDY : 07-23-2013:16:25:55

155 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: KERRI COUNTESS - Transaction 3873297 - Approved By: MPURDY : 07-23-2013:16:25:55

156 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: BRUCE MUELLER-HICKLER - Transaction 3873297 - Approved By: MPURDY : 07-23-2013:16:25:55

157 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: TIM SMITH - Transaction 3873306 - Approved By: MPURDY : 07-23-2013:16:27:27

158 7/23/2013 - 2582 - Notice of Taking Deposition
Additional Text: JEANAE TARINTINO - Transaction 3873306 - Approved By: MPURDY : 07-23-2013:16:27:27

159 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3873986 - Approved By: NOREVIEW : 07-23-2013:16:24:20

- 160 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3874003 - Approved By: NOREVIEW : 07-23-2013:16:28:48
- 161 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3874022 - Approved By: NOREVIEW : 07-23-2013:16:31:35
- 162 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3874125 - Approved By: NOREVIEW : 07-23-2013:16:35:19
- 163 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3874177 - Approved By: NOREVIEW : 07-23-2013:16:35:20
- 164 8/7/2013 - 3860 - Request for Submission
Additional Text: Transaction 3908110 - Approved By: MFERNAND : 08-08-2013:10:56:46
DOCUMENT TITLE: MOTION TO COMPEL PRODUCTION OF DOCUMENTS (MOTION) (NO PAPER ORDER PROVIDED)
PARTY SUBMITTING: JARRAD C. MILLER, ESQ.
DATE SUBMITTED: 08/08/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 165 8/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3909397 - Approved By: NOREVIEW : 08-08-2013:11:01:17
- 166 8/14/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - JENNIFER CAMPBELL - Transaction 3921559 - Approved By: AZION : 08-14-2013:11:07:16
- 167 8/14/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - KENT VAUGHAN - Transaction 3921559 - Approved By: AZION : 08-14-2013:11:07:16
- 168 8/14/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3922049 - Approved By: NOREVIEW : 08-14-2013:11:20:58
- 169 8/16/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3928565 - Approved By: MCHOLICO : 08-16-2013:10:53:21
- 170 8/16/2013 - 4055 - Subpoena
Additional Text: SUBPOENA FOR APPEARANCE - KRISTOPHER KENT - Transaction 3928565 - Approved By: MCHOLICO : 08-16-2013:10:53:21
- 171 8/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3929318 - Approved By: NOREVIEW : 08-16-2013:11:02:19
- 172 8/16/2013 - 2270 - Mtn to Compel...
Additional Text: PLAINTIFFS' SECOND MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 3929717 - Approved By: MFERNAND : 08-16-2013:14:21:34
- 173 8/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3930126 - Approved By: NOREVIEW : 08-16-2013:14:25:29
- 174 8/16/2013 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3930586 - Approved By: DJARAMIL : 08-16-2013:16:06:58
- 175 8/16/2013 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3930586 - Approved By: DJARAMIL : 08-16-2013:16:06:58

176 8/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3930967 - Approved By: NOREVIEW : 08-16-2013:16:35:13

177 8/20/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3936534 - Approved By: AZION : 08-20-2013:15:00:10

178 8/20/2013 - 4055 - Subpoena
Additional Text: JEANNE TARANTINO - Transaction 3936534 - Approved By: AZION : 08-20-2013:15:00:10

179 8/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3937162 - Approved By: NOREVIEW : 08-20-2013:15:21:00

180 8/21/2013 - 2582 - Notice of Taking Deposition
Additional Text: RHODA DENONCOURT - Transaction 3938595 - Approved By: MFERNAND : 08-21-2013:09:31:25

181 8/21/2013 - 4055 - Subpoena
Additional Text: SUBPOENA FOR APPEARANCE - RHODA DENONCOURT - Transaction 3938595 - Approved By: MFERNAND : 08-21-2013:09:31:25

182 8/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3938659 - Approved By: NOREVIEW : 08-21-2013:09:34:15

183 8/21/2013 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING VIDEOTAPED DEPOSITION - Transaction 3941062 - Approved By: MFERNAND : 08-21-2013:16:05:55

184 8/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3941416 - Approved By: NOREVIEW : 08-21-2013:16:09:02

185 8/26/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING VIDEOTAPED DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

186 8/26/2013 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

187 8/26/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

188 8/26/2013 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

189 8/26/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

190 8/26/2013 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

191 8/26/2013 - 1120 - Amended ...
Additional Text: SECOND AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3949579 - Approved By: MCHOLICO : 08-26-2013:11:32:07

192 8/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3949852 - Approved By: NOREVIEW : 08-26-2013:11:34:10

- 193 9/3/2013 - 1120 - Amended ...
Additional Text: THIRD AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3966679 - Approved By: AZION : 09-03-2013:09:38:16
- 194 9/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3966779 - Approved By: NOREVIEW : 09-03-2013:09:43:01
- 195 9/4/2013 - FIE - **Document Filed in Error
Additional Text: 9/4/13 - AMS
- 196 9/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3969008 - Approved By: NOREVIEW : 09-04-2013:08:24:19
- 197 9/4/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 198 9/4/2013 - 1325 - ** Case Reopened
No additional text exists for this entry.
- 199 9/4/2013 - 3860 - Request for Submission
Additional Text: SECOND MOTION TO COMPEL DISCOVERY RESPONSES (NO PAPER ORDER PROVIDED) - Transaction 3970147 -
Approved By: MCHOLICO : 09-04-2013:12:29:13
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 9/4/13
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 200 9/4/2013 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 3970473 - Approved By: NOREVIEW : 09-04-2013:11:55:37
- 201 9/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3970538 - Approved By: NOREVIEW : 09-04-2013:12:01:28
- 202 9/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3970611 - Approved By: NOREVIEW : 09-04-2013:12:30:43
- 203 9/5/2013 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 3976102 - Approved By: NOREVIEW : 09-05-2013:16:34:33
- 204 9/5/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 205 9/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3976172 - Approved By: NOREVIEW : 09-05-2013:16:45:33
- 206 9/13/2013 - 2270 - Mtn to Compel...
Additional Text: PLTFS' MOTION TO COMPEL DEPOSITION - Transaction 3996718 - Approved By: AZION : 09-16-2013:08:27:21
- 207 9/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3997160 - Approved By: NOREVIEW : 09-16-2013:08:30:41
- 208 9/17/2013 - 2582 - Notice of Taking Deposition
Additional Text: JEANNE TRANTINO - Transaction 4000516 - Approved By: JAMES : 09-17-2013:09:22:30
- 209 9/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4000672 - Approved By: NOREVIEW : 09-17-2013:09:27:24

- 210 9/18/2013 - 2490 - Motion ...
Additional Text: PLTFS MOTION FOR PRETRIAL CONFERENCE - Transaction 4005648 - Approved By: MLAWRENC : 09-18-2013:15:52:26
- 211 9/18/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4005687 - Approved By: NOREVIEW : 09-18-2013:15:56:30
- 212 9/19/2013 - 2690 - Ord Affirming Master Recommend
Additional Text: Transaction 4009486 - Approved By: NOREVIEW : 09-19-2013:16:20:09
- 213 9/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4009494 - Approved By: NOREVIEW : 09-19-2013:16:21:58
- 214 9/19/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4009817 - Approved By: NOREVIEW : 09-19-2013:17:45:16
- 215 9/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4009819 - Approved By: NOREVIEW : 09-19-2013:17:46:19
- 216 9/20/2013 - 2690 - Ord Affirming Master Recommend
Additional Text: Transaction 4012403 - Approved By: NOREVIEW : 09-20-2013:16:14:22
- 217 9/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4012415 - Approved By: NOREVIEW : 09-20-2013:16:16:07
- 218 9/20/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4012493 - Approved By: NOREVIEW : 09-20-2013:16:33:36
- 219 9/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4012499 - Approved By: NOREVIEW : 09-20-2013:16:35:00
- 220 9/20/2013 - 2491 - NRCP 16.1 Doc/Designation
Additional Text: PLAINTIFFS' NRCP 16.1 PRETRIAL DISCLOSURE STATEMENT - Transaction 4012729 - Approved By: MCHOLICO : 09-23-2013:09:37:17
- 221 9/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4013288 - Approved By: NOREVIEW : 09-23-2013:09:38:53
- 222 9/24/2013 - 2185 - Mtn for Sanctions
Additional Text: PLTF'S MOTION FOR SANCTIONS UNDER NRCP 37(b) FOR FAILURE TO COMPLY WITH COURT ORDERS - Transaction 4017240 - Approved By: ASMITH : 09-24-2013:12:17:45
- 223 9/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4017264 - Approved By: NOREVIEW : 09-24-2013:12:19:27
- 224 9/24/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 4018753 - Approved By: MCHOLICO : 09-24-2013:16:21:01
- 225 9/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4019057 - Approved By: NOREVIEW : 09-24-2013:16:25:02
- 226 9/26/2013 - 1935 - Lis Pendens
Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO : 09-26-2013:16:52:59
- 227 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO :
09-26-2013:16:52:59

228 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO :
09-26-2013:16:52:59

229 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO :
09-26-2013:16:52:59

230 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025903 - Approved By: MCHOLICO :
09-26-2013:16:52:59

231 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

232 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

233 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

234 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

235 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025919 - Approved By: MFERNAND :
09-26-2013:16:55:29

236 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

237 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

238 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

239 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LIS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

240 9/26/2013 - 1935 - Lis Pendens

Additional Text: NOTICE OF PENDENCY OF ACTION [LS PENDENS] - Transaction 4025952 - Approved By: MFERNAND :
09-27-2013:08:57:07

241 9/26/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4026245 - Approved By: NOREVIEW : 09-26-2013:16:57:32

242 9/26/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4026275 - Approved By: NOREVIEW : 09-26-2013:17:00:49

243 9/27/2013 - 3245 - Ord Shortening Time

Additional Text: Transaction 4026666 - Approved By: NOREVIEW : 09-27-2013:08:38:37

- 244 9/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4026675 - Approved By: NOREVIEW : 09-27-2013:08:40:03
- 245 9/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4026756 - Approved By: NOREVIEW : 09-27-2013:08:59:53
- 246 10/1/2013 - 3860 - Request for Submission
Additional Text: MOTION TO COMPEL DEPOSITION (NO PAPER ORDER PROVIDED) - Transaction 4033595 - Approved By: MCHOLICO : 10-01-2013:12:56:02
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: 10/1/13
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 247 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4034133 - Approved By: NOREVIEW : 10-01-2013:12:58:01
- 248 10/1/2013 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF REQUEST FOR SUBMISSION - Transaction 4035531 - Approved By: MCHOLICO : 10-01-2013:16:51:25
- 249 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4035998 - Approved By: NOREVIEW : 10-01-2013:17:00:56
- 250 10/2/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 251 10/3/2013 - 3860 - Request for Submission
Additional Text: MOTION FOR SANCTIONS (NO PAPER ORDER PROVIDED) - Transaction 4040825 - Approved By: MFERNAND : 10-03-2013:12:02:52
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: 10/03/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 252 10/3/2013 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PLAINTIFFS' MOTION FOR SANCTIONS - Transaction 4041286 - Approved By: SHAMBRIG : 10-03-2013:13:12:55
- 253 10/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4041926 - Approved By: NOREVIEW : 10-03-2013:12:07:20
- 254 10/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4042039 - Approved By: NOREVIEW : 10-03-2013:13:14:01
- 255 10/4/2013 - 3860 - Request for Submission
Additional Text: MOTION TO COMPEL DEPOSITION ON SEPTEMBER 13, 2013 - Transaction 4043576 - Approved By: JYOST : 10-04-2013:09:56:40
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: 10-04-13
SUBMITTED BY: JYOST
DATE RECEIVED JUDGE OFFICE:
- 256 10/4/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLAINTIFFS' MOTION FOR SANCTIONS
- 257 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4044075 - Approved By: NOREVIEW : 10-04-2013:10:01:02

- 258 10/4/2013 - 1250 - Application for Setting
Additional Text: SETTLEMENT CONFERENCE - OCTOBER 15, 2013 @ 9:00 AM - Transaction 4044664 - Approved By: MFERNAND : 10-04-2013:12:11:10
- 259 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4044798 - Approved By: NOREVIEW : 10-04-2013:12:12:24
- 260 10/4/2013 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL THE DEPOSITION OF ALEX MERUELO, AND COUNTER-MOTION FOR PROTECTIVE ORDER - Transaction 4045316 - Approved By: MFERNAND : 10-04-2013:14:44:07
- 261 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4045525 - Approved By: NOREVIEW : 10-04-2013:14:55:28
- 262 10/4/2013 - 1935 - Lis Pendens
Additional Text: NOTICE OF PENDENCY OF ACTION (LIS PENDENS) - Transaction 4045724 - Approved By: TWHITE : 10-04-2013:15:59:11
- 263 10/4/2013 - 2525 - Notice of Change of Address
Additional Text: Transaction 4045736 - Approved By: TWHITE : 10-04-2013:16:25:47
- 264 10/4/2013 - 3695 - Pre-Trial Memorandum
Additional Text: DEFENDANTS' PRETRIAL DISCLOSURE PURSUANT TO NRCP 16.1(a)(3) - Transaction 4045769 - Approved By: TWHITE : 10-04-2013:16:29:17
- 265 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4045887 - Approved By: NOREVIEW : 10-04-2013:16:01:39
- 266 10/4/2013 - 1650 - Errata...
Additional Text: NOTICE OF ERRATA RE REPLY IN SUPPOR OF PLAINTIFFS' MOTION FOR SANCTIONS UNDER NRCP 37(b) FOR FAILURE TO COMPLY WITH COURT ORDERS - Transaction 4046036 - Approved By: TWHITE : 10-04-2013:16:49:39
- 267 10/4/2013 - 3860 - Request for Submission
Additional Text: DOCUMENT TITLE: MOTION FOR SANCTIONS UNDER NRCP 37(b) (PAPER ORDER NOT PROVIDED) - Transaction 4046036 - Approved By: TWHITE : 10-04-2013:16:49:39
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: OCT. 7, 2013
SUBMITTED BY: TWHITE
DATE RECEIVED JUDGE OFFICE:
- 268 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4046041 - Approved By: NOREVIEW : 10-04-2013:16:27:52
- 269 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4046053 - Approved By: NOREVIEW : 10-04-2013:16:31:11
- 270 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4046177 - Approved By: NOREVIEW : 10-04-2013:16:52:55
- 271 10/7/2013 - S200 - Request for Submission Complet
Additional Text: THE 10/03/13 SUBMIT FOR THE MOTION FOR SANCTIONS WAS ENDED BECAUSE A2ND REQUEST FOR SUMBMISSION OF THE SAME MOTION WAS FILED ON 10/07/13.
- 272 10/8/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLTF'S MOTION TO COMPEL DEPOSITIONS - Transaction 4050648 - Approved By: ASMITH : 10-08-2013:13:43:20
- 273 10/8/2013 - 3860 - Request for Submission

Additional Text: MOTION TO COMPEL DEPOSITION (NO PAPER ORDER PROVIDED) - Transaction 4050887 - Approved By: MFERNAND : 10-08-2013:14:33:55

PARTY SUBMITTING: JONATHAN J. TEW, ESQ.

DATE SUBMITTED: 10/08/13

SUBMITTED BY: M. FERNANDEZ

DATE RECEIVED JUDGE OFFICE:

274 10/8/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4051211 - Approved By: NOREVIEW : 10-08-2013:13:46:48

275 10/8/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4051532 - Approved By: NOREVIEW : 10-08-2013:14:38:23

276 10/8/2013 - 4055 - Subpoena

Additional Text: JENNIFER CAMPBELL - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

277 10/8/2013 - 4055 - Subpoena

Additional Text: MIRIAM FREEMAN - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

278 10/8/2013 - 4055 - Subpoena

Additional Text: KRISTOPHER KENT - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

279 10/8/2013 - 4055 - Subpoena

Additional Text: JEANNE TARANTINO - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

280 10/8/2013 - 4055 - Subpoena

Additional Text: KENT VAUGHAN - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

281 10/8/2013 - 4055 - Subpoena

Additional Text: TERRY VAVRA - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

282 10/8/2013 - 4055 - Subpoena

Additional Text: RHODORA DENONCOURT - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

283 10/8/2013 - 4055 - Subpoena

Additional Text: SUSIE RAGUSA - Transaction 4051808 - Approved By: ASMITH : 10-08-2013:16:13:19

284 10/8/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4052517 - Approved By: NOREVIEW : 10-08-2013:16:24:46

285 10/14/2013 - S200 - Request for Submission Complet

No additional text exists for this entry.

286 10/14/2013 - S200 - Request for Submission Complet

Additional Text: PARTIES AGREED DURING IN CHAMBERS CONFERENCE ON OCTOBER 14TH

287 10/15/2013 - MIN - ***Minutes

Additional Text: 10/14/13 - STATUS CONFERENCE - Transaction 4067657 - Approved By: NOREVIEW : 10-15-2013:14:02:50

288 10/15/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4067676 - Approved By: NOREVIEW : 10-15-2013:14:05:56

289 10/16/2013 - MIN - ***Minutes

Additional Text: 10/16/13 - STATUS CONFERENCE - Transaction 4069548 - Approved By: NOREVIEW : 10-16-2013:09:49:12

- 290 10/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4069577 - Approved By: NOREVIEW : 10-16-2013:09:54:02
- 291 10/17/2013 - 3370 - Order ...
Additional Text: ORDER REGARDING PLAINTIFFS' MOTION FOR SANCTIONS UNDER NRCP 37(b); HEARING ON THIS MATTER SET FOR MONDAY, OCTOBER 21, 2013 AT 1:30 P.M. - Transaction 4071856 - Approved By: NOREVIEW : 10-17-2013:08:11:20
- 292 10/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4071859 - Approved By: NOREVIEW : 10-17-2013:08:12:43
- 293 10/18/2013 - 2270 - Mtn to Compel...
Additional Text: MOTION TO COMPEL PRDUCTION OF FINAL EXPERT REPORT - Transaction 4076779 - Approved By: AZION : 10-18-2013:13:52:49
- 294 10/18/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4077058 - Approved By: NOREVIEW : 10-18-2013:13:55:59
- 295 10/18/2013 - 4220 - Trial Statement - Plaintiff
Additional Text: Transaction 4077942 - Approved By: APOMA : 10-21-2013:10:06:37
- 296 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4079143 - Approved By: NOREVIEW : 10-21-2013:10:09:52
- 297 10/21/2013 - 1955 - Memorandum Points&Authorities
Additional Text: BRIEF AND EVIDENCE IN SUPPORT OF SANCTIONS HEARING - Transaction 4079937 - Approved By: MFERNAND : 10-21-2013:13:53:34
- 298 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4080579 - Approved By: NOREVIEW : 10-21-2013:14:06:33
- 299 10/22/2013 - 4210 - Trial Statement - Defendant
Additional Text: DEFENDANTS' TRIAL STATEMENT - Transaction 4084350 - Approved By: MFERNAND : 10-22-2013:14:21:51
- 300 10/22/2013 - 1955 - Memorandum Points&Authorities
Additional Text: DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF HEARING - Transaction 4084355 - Approved By: MFERNAND : 10-22-2013:14:24:34
- 301 10/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4084903 - Approved By: NOREVIEW : 10-22-2013:14:36:08
- 302 10/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4084919 - Approved By: NOREVIEW : 10-22-2013:14:36:21
- 303 10/22/2013 - 1695 - ** Exhibit(s) ...
Additional Text: PLAINTIFF'S EXHIBIT A MARKED FOR IDENTIFICATION (NOT ADMITTED).
- 304 10/23/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 305 10/25/2013 - 4185 - Transcript
Additional Text: Transaction 4092884 - Approved By: NOREVIEW : 10-25-2013:13:09:36
- 306 10/25/2013 - 4185 - Transcript
Additional Text: Transaction 4092884 - Approved By: NOREVIEW : 10-25-2013:13:09:36
- 307 10/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4092885 - Approved By: NOREVIEW : 10-25-2013:13:10:47

- 308 10/25/2013 - 4185 - Transcript
Additional Text: MOTION FOR SANCTIONS, VOLUME I - OCTOBER 21, 2013 - Transaction 4092886 - Approved By: MCHOLICO : 10-28-2013:10:47:18
- 309 10/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4093904 - Approved By: NOREVIEW : 10-28-2013:10:49:08
- 310 10/28/2013 - 4185 - Transcript
Additional Text: Thomas v MEI-GSR - Motion for Sanctions 10/22/13 - Transaction 4094216 - Approved By: NOREVIEW : 10-28-2013:11:44:35
- 311 10/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4094253 - Approved By: NOREVIEW : 10-28-2013:11:51:06
- 312 10/29/2013 - 4185 - Transcript
Additional Text: Motion for Sanctions Volume III - Transaction 4097835 - Approved By: NOREVIEW : 10-29-2013:11:15:42
- 313 10/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4097839 - Approved By: NOREVIEW : 10-29-2013:11:16:54
- 314 10/29/2013 - MIN - ***Minutes
Additional Text: 10/21/13 - HRG ON PLAINTIFFS' MOTIONS FOR SANCTIONS (DAY 1) - Transaction 4100247 - Approved By: NOREVIEW : 10-29-2013:16:52:46
- 315 10/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4100253 - Approved By: NOREVIEW : 10-29-2013:16:55:05
- 316 10/30/2013 - MIN - ***Minutes
Additional Text: 10/22/13 - CONT'D HRG ON PLAINTIFFS' MOTION FOR SANCTIONS (DAY 2) - Transaction 4103107 - Approved By: NOREVIEW : 10-30-2013:14:59:29
- 317 10/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4103156 - Approved By: NOREVIEW : 10-30-2013:15:05:36
- 318 10/31/2013 - MIN - ***Minutes
Additional Text: 10/23/13 - CONT'D HEARING ON PLAINTIFFS' MOTION FOR SANCTIONS (DAY 3) - Transaction 4106518 - Approved By: NOREVIEW : 10-31-2013:15:43:36
- 319 10/31/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4106593 - Approved By: NOREVIEW : 10-31-2013:15:50:39
- 320 11/1/2013 - COC - Evidence Chain of Custody Form
No additional text exists for this entry.
- 321 11/5/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX-PARTE EMERGENCY MOTION TO HOLD THE DEFTS IN CONTEMPT - Transaction 4114757 - Approved By: ACROGHAN : 11-05-2013:14:02:55
- 322 11/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4115823 - Approved By: NOREVIEW : 11-05-2013:14:07:48
- 323 11/6/2013 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PLAINTIFFS' "EX PARTE EMERGENCY MOTION TO HOLD DEFENDANTS IN CONTEMPT" - Transaction 4117546 - Approved By: MCHOLICO : 11-06-2013:11:11:26
- 324 11/6/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4118214 - Approved By: NOREVIEW : 11-06-2013:11:16:06

- 325 11/18/2013 - 4185 - Transcript
Additional Text: NOVEMBER 5, 2013 - HEARING ON EX PARTE MOTION - Transaction 4139076 - Approved By: MCHOLICO : 11-18-2013:10:08:53
- 326 11/18/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4139267 - Approved By: NOREVIEW : 11-18-2013:10:13:38
- 327 11/19/2013 - 1250E - Application for Setting eFile
Additional Text: FOR MOTIONS HEARING ON DECEMBER 4, 2013 AT 9:00 A.M. - Transaction 4145414 - Approved By: NOREVIEW : 11-19-2013:16:08:33
- 328 11/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4145532 - Approved By: NOREVIEW : 11-19-2013:16:22:38
- 329 11/22/2013 - 3370 - Order ...
Additional Text: ORDER REGARDING EMAILS - Transaction 4153079 - Approved By: NOREVIEW : 11-22-2013:09:04:59
- 330 11/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4153108 - Approved By: NOREVIEW : 11-22-2013:09:08:31
- 331 11/22/2013 - MIN - ***Minutes
Additional Text: 11/5/13 - HRG ON PLTF'S EXPARTE EMERGENCY MOTION FILED 11/5/13 - Transaction 4153825 - Approved By: NOREVIEW : 11-22-2013:10:58:08
- 332 11/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4154102 - Approved By: NOREVIEW : 11-22-2013:11:03:20
- 333 11/22/2013 - MIN - ***Minutes
Additional Text: 11/19/13 - IN-CHAMBERS CONFERENCE RE: EMAILS RECOVERED - Transaction 4154482 - Approved By: NOREVIEW : 11-22-2013:11:52:18
- 334 11/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4154516 - Approved By: NOREVIEW : 11-22-2013:11:58:06
- 335 11/22/2013 - 2185 - Mtn for Sanctions
Additional Text: PLAINTIFF'S RENEWED MOTION FOR SANCTIONS UNDER NRCP 37(b) AND MOTION FOR PAYMENT OF AWARDED FEES AND COSTS - Transaction 4156729 - Approved By: PDBROWN : 11-25-2013:09:15:14
- 336 11/22/2013 - 2185 - Mtn for Sanctions
Additional Text: PLAINTIFFS' RENEWED MOTION FOR SANCTIONS UNDER NRCP 37(B) AND MOTION FOR PAYMENT OF AWARDED FEES AND COSTS - Transaction 4156863 - Approved By: MFERNAND : 11-25-2013:08:47:43
- 337 11/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4157250 - Approved By: NOREVIEW : 11-25-2013:08:50:21
- 338 11/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4157521 - Approved By: NOREVIEW : 11-25-2013:09:25:20
- 339 12/3/2013 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO "PLAINTIFFS' RENEWED MOTION FOR SANCTIONS UNDER NRCP 37(B) AND MOTION FOR PAYMENT OF AWARDED FEES AND COSTS" - Transaction 4171870 - Approved By: ACROGHAN : 12-03-2013:13:51:47
- 340 12/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4171937 - Approved By: NOREVIEW : 12-03-2013:13:55:16
- 341 12/3/2013 - 3790 - Reply to/in Opposition
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF RENEWED MOTION FOR SANCTIONS AND MOTION FOR PAYMENT OF AWARDED FEES AND COSTS - Transaction 4172852 - Approved By: AAKOPYAN : 12-03-2013:16:48:40

- 342 12/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4172922 - Approved By: NOREVIEW : 12-03-2013:16:51:09
- 343 12/10/2013 - MIN - ***Minutes
Additional Text: 12/4/13 - HRG ON PLTF'S MOTION FOR SANCTIONS - Transaction 4187303 - Approved By: NOREVIEW : 12-10-2013:13:00:13
- 344 12/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4187323 - Approved By: NOREVIEW : 12-10-2013:13:02:58
- 345 12/11/2013 - 3785 - Reply Brief
Additional Text: PLAINTIFFS' BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW - Transaction 4190546 - Approved By: MCHOLICO : 12-11-2013:13:27:12
- 346 12/11/2013 - 1520 - Declaration
Additional Text: DECLARATION OF JARRAD C. MILLER, ESQ. IN SUPPORT OF PLAINTIFFS' BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW - Transaction 4190546 - Approved By: MCHOLICO : 12-11-2013:13:27:12
- 347 12/11/2013 - 2140 - Mtn Ord Shortening Time
Additional Text: EX PARTE MOTIONS FOR ORDER SHORTENING TIME - Transaction 4190546 - Approved By: MCHOLICO : 12-11-2013:13:27:12
- 348 12/11/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4190612 - Approved By: NOREVIEW : 12-11-2013:13:29:35
- 349 12/12/2013 - 3245 - Ord Shortening Time
Additional Text: Transaction 4193406 - Approved By: NOREVIEW : 12-12-2013:11:05:23
- 350 12/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4193449 - Approved By: NOREVIEW : 12-12-2013:11:10:53
- 351 12/12/2013 - 3370 - Order ...
Additional Text: FINDINGS OF FACT AND ORDER REGARDING HEARING OF DECEMBER 4, 2013 - Transaction 4195448 - Approved By: NOREVIEW : 12-12-2013:15:36:48
- 352 12/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4195541 - Approved By: NOREVIEW : 12-12-2013:15:41:55
- 353 12/13/2013 - 4185 - Transcript
Additional Text: 12/4/13 - Motions Hearing - Transaction 4196808 - Approved By: NOREVIEW : 12-13-2013:09:32:49
- 354 12/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4196817 - Approved By: NOREVIEW : 12-13-2013:09:34:37
- 355 12/18/2013 - 3370 - Order ...
Additional Text: REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS (DEFENDANT'S COUNTERCLAIMS STRICKEN/DEFENDANT SHALL BEAR COSTS ASSOCIATED WITH 3-DAY HEARING) - Transaction 4206388 - Approved By: NOREVIEW : 12-18-2013:11:09:22
- 356 12/18/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4206395 - Approved By: NOREVIEW : 12-18-2013:11:11:13
- 357 12/19/2013 - 1170 - Answering Brief
Additional Text: DEFENDANTS' BRIEF IN SUPPORT OF THEIR PRIVILEGE LOG - Transaction 4209747 - Approved By: AAKOPYAN : 12-19-2013:12:15:23
- 358 12/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4210014 - Approved By: NOREVIEW : 12-19-2013:12:22:17

- 359 12/20/2013 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY REPLY IN SUPPORT OF BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW
- 360 12/20/2013 - 3860 - Request for Submission
Additional Text: PLAINTIFFS' BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW; DEFENDANTS' BRIEF IN SUPPORT OF THEIR PRIVILEGE LOG; PLAINTIFFS' REPLY IN SUPPORT OF BRIEF EXPLAINING WHY THE DEFENDANTS' PRIVILEGE LOG IS DEFICIENT AND FAILS TO COMPLY WITH NEVADA LAW (NO PAPER ORDER PROVIDED) - Transaction 4213862 - Approved By: AAKOPYAN : 12-20-2013:16:13:07
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 12/20/2013
SUBMITTED BY: AAKOPYAN
DATE RECEIVED JUDGE OFFICE:
- 361 12/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4213984 - Approved By: NOREVIEW : 12-20-2013:16:19:55
- 362 12/23/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4216808 - Approved By: NOREVIEW : 12-23-2013:16:30:18
- 363 12/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4216809 - Approved By: NOREVIEW : 12-23-2013:16:32:01
- 364 12/24/2013 - 4047 - Stip Extension of Time ...
Additional Text: STIPULATION TO EXTEND BRIEFING SCHEDULE - Transaction 4217737 - Approved By: AAKOPYAN : 12-24-2013:10:52:56
- 365 12/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4217747 - Approved By: NOREVIEW : 12-24-2013:10:55:08
- 366 12/30/2013 - 3370 - Order ...
Additional Text: ORDER EXTENDING BRIEFING SCHEDULE - Transaction 4225938 - Approved By: NOREVIEW : 12-30-2013:16:33:16
- 367 12/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4225971 - Approved By: NOREVIEW : 12-30-2013:16:36:44
- 368 1/8/2014 - 3370 - Order ...
Additional Text: ORDER EXTENDING BRIEFING SCHEDULE (SECOND ORDER) - Transaction 4242448 - Approved By: NOREVIEW : 01-08-2014:12:22:21
- 369 1/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4242452 - Approved By: NOREVIEW : 01-08-2014:12:24:16
- 370 1/13/2014 - 2175 - Mtn for Reconsideration
Additional Text: DEFENDANT'S MOTION FOR RECONSIDERATION OF ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS - Transaction 4254366 - Approved By: PDBROWN : 01-14-2014:11:24:38
- 371 1/14/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4255874 - Approved By: NOREVIEW : 01-14-2014:11:28:20
- 372 1/23/2014 - 1940 - Master's Findings/Recommend
Additional Text: RECOMMENDATION FOR ORDER - Transaction 4272166 - Approved By: NOREVIEW : 01-23-2014:15:01:37
- 373 1/23/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4272178 - Approved By: NOREVIEW : 01-23-2014:15:02:54
- 374 1/23/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.

- 375 1/23/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4272687 - Approved By: NOREVIEW : 01-23-2014:16:51:08
- 376 1/23/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4272694 - Approved By: NOREVIEW : 01-23-2014:16:52:16
- 377 1/27/2014 - 1520 - Declaration
Additional Text: DECLARATION OF JARRAD C. MILLER IN SUPPORT OF PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS
- 378 1/27/2014 - 2185 - Mtn for Sanctions
Additional Text: PLAINTIFF'S MOTION FOR CASE-TERMINATING SANCTIONS
- 379 1/30/2014 - 2620 - Obj to Master's Recommendation
Additional Text: DEFENDANTS' OBJECTION IN PART TO SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER - Transaction 4284070 - Approved By: MELWOOD : 01-31-2014:08:17:09
- 380 1/31/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4284230 - Approved By: NOREVIEW : 01-31-2014:08:18:05
- 381 1/31/2014 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFFS' OPPOSITION TO MOTION FOR RECONSIDERATION - Transaction 4285657 - Approved By: PDBROWN : 01-31-2014:15:47:08
- 382 1/31/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4285777 - Approved By: NOREVIEW : 01-31-2014:15:48:32
- 383 2/3/2014 - 2195 - Mtn for Stay ...
Additional Text: MOTION TO STAY COMPLIANCE WITH SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER, PENDING JUDICIAL REVIEW - Transaction 4287706 - Approved By: AZION : 02-04-2014:08:43:02
- 384 2/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4287937 - Approved By: NOREVIEW : 02-04-2014:08:44:18
- 385 2/6/2014 - 3880 - Response...
Additional Text: to Defendants' Objection in Part to Special Master's January 23, 2014 Recommendation for Order - Transaction 4294002 - Approved By: AZION : 02-06-2014:16:05:59
- 386 2/6/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4294378 - Approved By: NOREVIEW : 02-06-2014:16:09:39
- 387 2/11/2014 - 3860 - Request for Submission
Additional Text: DEFENDANTS' MOTION FOR RECONSIDERATION OF ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SACTIONS; PLAINTIFFS' OPPOSITION TO MOTION FOR RECONSIDERATION (NO PAPER ORDER PROVIDED) - Transaction 4301081 - Approved By: MCHOLICO : 02-11-2014:15:59:08
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 2/11/14
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 388 2/11/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4301216 - Approved By: NOREVIEW : 02-11-2014:16:01:02
- 389 2/12/2014 - 4047 - Stip Extension of Time ...
Additional Text: Transaction 4303470 - Approved By: APOMA : 02-13-2014:08:41:09
- 390 2/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4303645 - Approved By: NOREVIEW : 02-13-2014:08:45:47

- 391 2/13/2014 - 3030 - Ord Granting Extension Time
Additional Text: ORDER EXTENDING BRIEFING SCHEDULE - Transaction 4304933 - Approved By: NOREVIEW : 02-13-2014:15:03:27
- 392 2/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4304948 - Approved By: NOREVIEW : 02-13-2014:15:05:24
- 393 2/14/2014 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFFS' OPPOSITION TO MOTION FOR STAY - Transaction 4306222 - Approved By: PDBROWN : 02-14-2014:15:08:43
- 394 2/14/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4306642 - Approved By: NOREVIEW : 02-14-2014:15:09:46
- 395 2/19/2014 - 3860 - Request for Submission
Additional Text: DEFENDANTS' OBJECTION IN PART TO SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER; PLAINTIFFS' RESPONSE TO DEFENDANTS' OBJECTION IN PART TO SPECIAL MASTER'S JANUARY 23, 2014 RECOMMENDATION FOR ORDER (NO PAPER ORDER PROVIDED) - Transaction 4311402 - Approved By: MCHOLICO : 02-20-2014:09:13:28
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 2/19/14
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 396 2/20/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4311787 - Approved By: NOREVIEW : 02-20-2014:09:14:52
- 397 2/25/2014 - 2645 - Opposition to Mtn ...
Additional Text: DEFTS' OPPOSITION TO PLTF'S MOTION FOR CASE-TERMINATING SANCTIONS - Transaction 4318250 - Approved By: AZION : 02-25-2014:12:56:33
- 398 2/25/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4318500 - Approved By: NOREVIEW : 02-25-2014:12:57:55
- 399 2/26/2014 - 3860 - Request for Submission
Additional Text: Transaction 4321469 - Approved By: MTORRES : 02-27-2014:09:20:04
- 400 2/27/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4321695 - Approved By: NOREVIEW : 02-27-2014:09:21:09
- 401 3/10/2014 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR CASE-TERMINATING SANCTIONS
- 402 3/11/2014 - 3860 - Request for Submission
Additional Text: PLTF'S MOTION FOR CASE TERMINATING SANCTIONS, DEFTS' OPPOSITION TO PLTF'S MOTION FOR CASE TERMINATION SANCTIONS AND REPLY IN SUPPORT OF MOTION FOR CASE TERMINATING SANCTIONS - Transaction 4337886 - Approved By: AZION : 03-11-2014:12:58:39
DOCUMENT TITLE: PLTF'S MOTION FOR CASE TERMINATING SANCTIONS, DEFTS' OPPOSITION TO PLTF'S MOTION FOR CASE TERMINATION SANCTIONS AND REPLY IN SUPPORT OF MOTION FOR CASE TERMINATING SANCTIONS
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 03-11-14
SUBMITTED BY: AZION
DATE RECEIVED JUDGE OFFICE:
- 403 3/11/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4338080 - Approved By: NOREVIEW : 03-11-2014:13:00:16
- 404 3/13/2014 - 3370 - Order ...
Additional Text: ORDER ADOPTING RECOMMENDATION FOR ORDER OF DISCOVERY COMMISSIONER OF JANUARY 23, 2014 - Transaction 4341685 - Approved By: NOREVIEW : 03-13-2014:10:10:25

- 405 3/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4341697 - Approved By: NOREVIEW : 03-13-2014:10:12:29
- 406 3/13/2014 - 3370 - Order ...
Additional Text: ORDER REGARDING MOTION FOR STAY-MOOT - Transaction 4341698 - Approved By: NOREVIEW : 03-13-2014:10:12:39
- 407 3/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4341706 - Approved By: NOREVIEW : 03-13-2014:10:14:14
- 408 3/13/2014 - 2840 - Ord Denying ...
Additional Text: ORDER DENYING MOTION FOR RECONSIDERATION - Transaction 4341710 - Approved By: NOREVIEW : 03-13-2014:10:17:01
- 409 3/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4341719 - Approved By: NOREVIEW : 03-13-2014:10:18:30
- 410 3/13/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 411 3/13/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 412 3/13/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 413 3/14/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4344719 - Approved By: NOREVIEW : 03-14-2014:15:30:42
- 414 3/14/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4344719 - Approved By: NOREVIEW : 03-14-2014:15:30:42
- 415 3/14/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4344719 - Approved By: NOREVIEW : 03-14-2014:15:30:42
- 416 3/14/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4344727 - Approved By: NOREVIEW : 03-14-2014:15:32:29
- 417 3/19/2014 - 2490 - Motion ...
Additional Text: MOTION TO HOLD THE DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE - Transaction 4351365 - Approved By: YLLOYD : 03-20-2014:11:34:45
- 418 3/20/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4352218 - Approved By: NOREVIEW : 03-20-2014:11:37:46
- 419 3/27/2014 - 3347 - Ord to Set
Additional Text: ORDER TO SET HEARING ON MOTION FOR CASE TERMINATING SANCTIONS - Transaction 4363199 - Approved By: NOREVIEW : 03-27-2014:15:25:29
- 420 3/27/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4363201 - Approved By: NOREVIEW : 03-27-2014:15:26:29
- 421 3/27/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 422 4/1/2014 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 4368955 - Approved By: MCHOLICO : 04-02-2014:09:35:07

- 423 4/1/2014 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM AND FOR DEPOSTION - YUVAL BRASH - Transaction 4368955 - Approved By: MCHOLICO : 04-02-2014:09:35:07
- 424 4/1/2014 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 4368955 - Approved By: MCHOLICO : 04-02-2014:09:35:07
- 425 4/1/2014 - 4065 - Subpoena Duces Tecum
Additional Text: SUBPOENA DUCES TECUM AND FOR DEPOSITION - IRA VICTOR - Transaction 4368955 - Approved By: MCHOLICO : 04-02-2014:09:35:07
- 426 4/2/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4369489 - Approved By: NOREVIEW : 04-02-2014:09:36:02
- 427 4/3/2014 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING ON MOTION FOR CASE TERMINATING SANCTIONS ON MAY 14, 2014 AT 9:00 A.M. - Transaction 4372615 - Approved By: NOREVIEW : 04-03-2014:15:54:06
- 428 4/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4372620 - Approved By: NOREVIEW : 04-03-2014:15:55:08
- 429 4/8/2014 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION TO HOLD THE DEFENDANTS IN CONTEMPT OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE - Transaction 4377117 - Approved By: MCHOLICO : 04-08-2014:10:18:23
- 430 4/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4377434 - Approved By: NOREVIEW : 04-08-2014:10:19:26
- 431 4/8/2014 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO HOLD THE DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE - Transaction 4378719 - Approved By: YLLOYD : 04-08-2014:16:48:25
- 432 4/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4378741 - Approved By: NOREVIEW : 04-08-2014:16:49:31
- 433 4/8/2014 - 3860 - Request for Submission
Additional Text: Transaction 4378828 - Approved By: YVILORIA : 04-08-2014:17:02:51
DOCUMENT TITLE: PLAINTIFFS' MOTION TO HOLD DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE FILED 3-19-14; DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO HOLD DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE, FILED 4-8-14; AND REPLY IN SUPPORT OF MOTION TO HOLD DEFENDANTS IN CONTEMPT, OR IN THE ALTERNATIVE, ORDER DEFENDANTS TO RELEASE EVIDENCE FILED 4-8-14
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: APRIL 8, 2014
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 434 4/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4378837 - Approved By: NOREVIEW : 04-08-2014:17:03:54
- 435 4/18/2014 - 3242 - Ord Setting Hearing
Additional Text: ORDER SETTING HEARING ON MOTION TO HOLD DEFENDANTS IN CONTEMPT, ORDER DEFENDANTS TO RELEASE EVIDENCE SET FOR MAY 14, 2014 AT 9:00 A.M. - Transaction 4394089 - Approved By: NOREVIEW : 04-18-2014:16:36:31
- 436 4/18/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 437 4/18/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4394094 - Approved By: NOREVIEW : 04-18-2014:16:37:30

438 4/21/2014 - 2270 - Mtn to Compel...

Additional Text: PLTFS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS - Transaction 4396156 - Approved By: AZION : 04-22-2014:09:28:30

439 4/22/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4396531 - Approved By: NOREVIEW : 04-22-2014:09:33:59

440 4/25/2014 - 2270 - Mtn to Compel...

Additional Text: PLAINTIFFS' MOTION TO COMPEL DEPOSITION AND FOR SANCTIONS - Transaction 4403506 - Approved By: YVILORIA : 04-25-2014:11:24:33

441 4/25/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4403652 - Approved By: NOREVIEW : 04-25-2014:11:25:32

442 5/6/2014 - 2610 - Notice ...

Additional Text: NOTICE OF ASSOCIATION OF COUNSEL - H. STAN JOHNSON, ESQ. & STEVEN B. COHEN, ESQ. OBO MEI-GSH HOLDINGS, LLC., GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, AND GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC - Transaction 4419644 - Approved By: MFERNAND : 05-07-2014:08:54:11

443 5/7/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4420088 - Approved By: NOREVIEW : 05-07-2014:08:55:43

444 5/7/2014 - 4055 - Subpoena

Additional Text: SUBPOENA FOR APPEARANCE - IRA VICTOR - Transaction 4421366 - Approved By: MCHOLICO : 05-07-2014:14:55:51

445 5/7/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4421695 - Approved By: NOREVIEW : 05-07-2014:14:56:51

446 5/8/2014 - 3720 - Proof of Service

Additional Text: Transaction 4422961 - Approved By: YLLOYD : 05-08-2014:10:59:47

447 5/8/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4423089 - Approved By: NOREVIEW : 05-08-2014:11:00:48

448 5/12/2014 - 3795 - Reply...

Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF DOCUMENTS - Transaction 4428375 - Approved By: MFERNAND : 05-13-2014:09:30:02

449 5/12/2014 - 3860 - Request for Submission

Additional Text: PLAINTIFFS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS & REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF DOCUMENTS (NO PAPER ORDER PROVIDED) - Transaction 4428375 - Approved By: MFERNAND : 05-13-2014:09:30:02
PARTY SUBMITTING: JONATHAN J. TEW, ESQ.
DATE SUBMITTED: 05/13/2014
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:

450 5/13/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4428714 - Approved By: NOREVIEW : 05-13-2014:09:30:57

451 5/13/2014 - 3795 - Reply...

Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION TO COMPEL DESPOSITION AND FOR SANCTIONS - Transaction 4428946 - Approved By: MFERNAND : 05-13-2014:12:24:46

452 5/13/2014 - 3860 - Request for Submission

Additional Text: PLAINTIFF'S MOTION TO COMPEL DEPOSITION AND FOR SANCTIONS & REPLY IN SUPPORT OF MOTION TO COMPEL DEPOSITION AND FOR SANCTIONS (NO PAPER ORDER PROVIDED) - Transaction 4428946 - Approved By: MFERNAND :

05-13-2014:12:24:46

PARTY SUBMITTING: JONATHAN J. TEW, ESQ.

DATE SUBMITTED: 05/13/14

SUBMITTED BY: M. FERNANDEZ

DATE RECEIVED JUDGE OFFICE:

453 5/13/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4429389 - Approved By: NOREVIEW : 05-13-2014:12:25:44

454 5/14/2014 - 1695 - ** Exhibit(s) ...

Additional Text: DEFENSE EXHIBIT 1; PLAINTIFF'S EXHIBITS 2 & 3

455 5/14/2014 - 4055 - Subpoena

Additional Text: JARRAD C MILLER ESQ, MAY 14, 2014

456 5/15/2014 - S200 - Request for Submission Complet

Additional Text: JUDGE RULED ON IN OPEN COURT ON MAY 14, 2014; COUNSEL MILLER WILL PREPARE THE ORDER

457 5/15/2014 - 3370 - Order ...

Additional Text: ORDER FOR CONTEMPT AND SANCTIONS - Transaction 4434601 - Approved By: NOREVIEW : 05-15-2014:16:06:55

458 5/15/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4434609 - Approved By: NOREVIEW : 05-15-2014:16:07:52

459 5/16/2014 - 2610 - Notice ...

Additional Text: NOTICE OF COMPLIANCE - Transaction 4435987 - Approved By: AZION : 05-16-2014:13:23:24

460 5/16/2014 - 1250E - Application for Setting eFile

Additional Text: FOR CONTINUATION OF HEARING ON MOTION FOR CASE-CONCLUDING SANCTIONS ON AUGUST 1, 2014 AT 8:30 A.M. - Transaction 4436029 - Approved By: NOREVIEW : 05-16-2014:13:16:51

461 5/16/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4436032 - Approved By: NOREVIEW : 05-16-2014:13:17:41

462 5/16/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4436045 - Approved By: NOREVIEW : 05-16-2014:13:24:24

463 5/23/2014 - 3370 - Order ...

Additional Text: ORDER REGARDING CONTEMPT OF MR. BRASH - Transaction 4446554 - Approved By: NOREVIEW : 05-23-2014:10:36:46

464 5/23/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4446557 - Approved By: NOREVIEW : 05-23-2014:10:37:49

465 5/28/2014 - 2270 - Mtn to Compel...

Additional Text: PLAINTIFF'S RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS - Transaction 4451717 - Approved By: YLLOYD : 05-28-2014:15:52:51

466 5/28/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4452081 - Approved By: NOREVIEW : 05-28-2014:15:57:05

467 5/29/2014 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 4453132 - Approved By: NOREVIEW : 05-29-2014:11:32:58

468 5/29/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4453136 - Approved By: NOREVIEW : 05-29-2014:11:34:01

469 6/4/2014 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF MOTION - Transaction 4461912 - Approved By: YLLOYD : 06-04-2014:16:06:53

470 6/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4462231 - Approved By: NOREVIEW : 06-04-2014:16:10:23

471 6/16/2014 - 4047 - Stip Extension of Time ...
Additional Text: STIPULATION TO EXTEND BREIFING SCHEDULE - Transaction 4478499 - Approved By: AZION : 06-16-2014:15:02:45

472 6/16/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4478608 - Approved By: NOREVIEW : 06-16-2014:15:03:44

473 6/17/2014 - 3030 - Ord Granting Extension Time
Additional Text: ORDER EXTENDING BRIEFING SCHEDULE - Transaction 4479732 - Approved By: NOREVIEW : 06-17-2014:10:13:28

474 6/17/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4479736 - Approved By: NOREVIEW : 06-17-2014:10:14:28

475 6/17/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4480002 - Approved By: NOREVIEW : 06-17-2014:11:34:55

476 6/17/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4480004 - Approved By: NOREVIEW : 06-17-2014:11:35:59

477 6/17/2014 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION - KEVIN GILDESGARD - Transaction 4480453 - Approved By: MFERNAND : 06-17-2014:15:39:23

478 6/17/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4480739 - Approved By: NOREVIEW : 06-17-2014:15:43:18

479 6/18/2014 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO "PLAINTIFF'S RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS" - Transaction 4483072 - Approved By: YLLOYD : 06-19-2014:09:10:18

480 6/19/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4483309 - Approved By: NOREVIEW : 06-19-2014:09:11:57

481 6/19/2014 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING CONTINUED DEPOSITION - Transaction 4484094 - Approved By: MCHOLICO : 06-19-2014:16:00:01

482 6/19/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4484556 - Approved By: NOREVIEW : 06-19-2014:16:01:02

483 6/26/2014 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING CONTINUED DEPOSITION - Transaction 4493884 - Approved By: YLLOYD : 06-26-2014:13:54:20

484 6/26/2014 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 4493884 - Approved By: YLLOYD : 06-26-2014:13:54:20

485 6/26/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4494069 - Approved By: NOREVIEW : 06-26-2014:13:55:23

- 486 6/30/2014 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS - Transaction 4498338 - Approved By: MCHOLICO : 07-01-2014:09:55:34
- 487 6/30/2014 - 4105 - Supplemental ...
Additional Text: SUPPLEMENTAL DECLARATION OF JARRAD C. MILLER, ESQ. IN SUPPORT OF PLAINTIFFS' RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS - Transaction 4498338 - Approved By: MCHOLICO : 07-01-2014:09:55:34
- 488 7/1/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4498896 - Approved By: NOREVIEW : 07-01-2014:09:56:32
- 489 7/1/2014 - 3860 - Request for Submission
Additional Text: Transaction 4500189 - Approved By: YLLOYD : 07-02-2014:09:13:25
DOCUMENT TITLE: PLAINTIFFS' RENEWED MOTION TO COMPEL PRODUCTION OF DOCUMENTS, FOR SANCTIONS AND FOR CONTEMPT OF COURT AGAINST DEFENDANTS' EXPERTS (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD MILLER
DATE SUBMITTED: 7/1/14
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:
- 490 7/2/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4500671 - Approved By: NOREVIEW : 07-02-2014:09:14:38
- 491 7/7/2014 - 1940 - Master's Findings/Recommend
Additional Text: RECOMMENDATION FOR ORDER - Transaction 4505604 - Approved By: NOREVIEW : 07-07-2014:13:49:30
- 492 7/7/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4505608 - Approved By: NOREVIEW : 07-07-2014:13:50:28
- 493 7/7/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 494 7/16/2014 - 4055 - Subpoena
Additional Text: FOR APPEARANCE - YUVAL BRASH - Transaction 4518542 - Approved By: AZION : 07-16-2014:09:14:24
- 495 7/16/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4518654 - Approved By: NOREVIEW : 07-16-2014:09:15:22
- 496 7/23/2014 - 2690 - Ord Affirming Master Recommend
Additional Text: Transaction 4529808 - Approved By: NOREVIEW : 07-23-2014:12:38:19
- 497 7/23/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4529809 - Approved By: NOREVIEW : 07-23-2014:12:39:09
- 498 7/24/2014 - 4105 - Supplemental ...
Additional Text: SUPPLEMENT OF EVIDENCE RECENTY OBTAINED FROM DEFENDANTS' EXPERTS IN SUPPORT OF PLAINTIFFS' JANUARY 27, 2014 RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS - Transaction 4531339 - Approved By: YLLOYD : 07-24-2014:10:47:17
- 499 7/24/2014 - 1520 - Declaration
Additional Text: DECLARATION OF JARRAD C MILLER IN SUPPORT OF SUPPLEMENT OF EVIDENCE RECENTY OBTAINED FROM DEFENDANTS' EXPERTS IN SUPPORT OF PLAINTIFFS' JANUARY 27, 2014 RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS - Transaction 4531339 - Approved By: YLLOYD : 07-24-2014:10:47:17
- 500 7/24/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4531411 - Approved By: NOREVIEW : 07-24-2014:10:48:20

- 501 7/24/2014 - MIN - ***Minutes
Additional Text: 5/14/14 - MOTION FOR CASE TERMINATING SANCTIONS - Transaction 4532277 - Approved By: NOREVIEW : 07-24-2014:15:14:32
- 502 7/24/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4532289 - Approved By: NOREVIEW : 07-24-2014:15:15:45
- 503 7/31/2014 - 2630 - Objection to ...
Additional Text: DEFENDANTS' OBJECTION TO PLAINTIFFS' "SUPPLEMENT OF EVIDENCE RECENTLY OBTAINED FROM DEFENDANTS' EXPERT IN SUPPORT OF PLAINTIFFS' JANUARY 27, 2014 RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS" - Transaction 4541563 - Approved By: MFERNAND : 07-31-2014:14:07:01
- 504 7/31/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4541600 - Approved By: NOREVIEW : 07-31-2014:14:08:01
- 505 8/1/2014 - CO - **Court Ordered Deposit
No additional text exists for this entry.
- 506 8/4/2014 - MIN - ***Minutes
Additional Text: 8/1/14 - CONT'D HRG ON PLTF'S MOTION FOR CASE-CONCLUDING SANCTIONS. - Transaction 4545169 - Approved By: NOREVIEW : 08-04-2014:11:02:01
- 507 8/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4545173 - Approved By: NOREVIEW : 08-04-2014:11:02:59
- 508 8/5/2014 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$500.00 on Check Number 28805
- 509 8/8/2014 - 4185 - Transcript
Additional Text: 8/1/14 - Motions Hearing - Transaction 4553077 - Approved By: NOREVIEW : 08-08-2014:08:14:27
- 510 8/8/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4553079 - Approved By: NOREVIEW : 08-08-2014:08:15:27
- 511 8/11/2014 - MIN - ***Minutes
Additional Text: 8/11/14 - CONT'D HRG ON PLAINTIFF'S RENEWED MOTION FOR CASE-CONCLUDING SANCTIONS. - Transaction 4556224 - Approved By: NOREVIEW : 08-11-2014:14:49:11
- 512 8/11/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4556230 - Approved By: NOREVIEW : 08-11-2014:14:50:13
- 513 8/14/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 514 8/21/2014 - 4185 - Transcript
Additional Text: Transaction 4572315 - Approved By: NOREVIEW : 08-21-2014:15:31:18
- 515 8/21/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4572317 - Approved By: NOREVIEW : 08-21-2014:15:32:17
- 516 8/22/2014 - 2245 - Mtn in Limine
Additional Text: DEFENDANTS' MOTIONS IN LIMINE - Transaction 4574464 - Approved By: MFERNAND : 08-22-2014:16:07:12
- 517 8/22/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4574532 - Approved By: NOREVIEW : 08-22-2014:16:08:14

- 518 8/22/2014 - 1120 - Amended ...
Additional Text: DEFENDANT'S AMENDED TRIAL STATEMENT - Transaction 4574685 - Approved By: MCHOLICO : 08-25-2014:08:51:06
- 519 8/25/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4574904 - Approved By: NOREVIEW : 08-25-2014:08:54:03
- 520 8/25/2014 - 4185 - Transcript
Additional Text: Thomas v GSR - Cont'd Hearing Renewed Motion for Case-Concluding Sanctions 8/ 11/14 - Transaction 4576210 -
Approved By: NOREVIEW : 08-25-2014:14:55:34
- 521 8/25/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4576216 - Approved By: NOREVIEW : 08-25-2014:14:56:30
- 522 10/3/2014 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS; PARTIES WILL SET HEARING TO
PROVE UP DAMAGES - Transaction 4636596 - Approved By: NOREVIEW : 10-03-2014:14:02:46
- 523 10/3/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 524 10/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4636599 - Approved By: NOREVIEW : 10-03-2014:14:03:34
- 525 10/6/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4638073 - Approved By: NOREVIEW : 10-06-2014:11:06:51
- 526 10/6/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4638079 - Approved By: NOREVIEW : 10-06-2014:11:07:45
- 527 10/9/2014 - 2605 - Notice to Set
Additional Text: OCTOBER 13, 2014 @ 3:00 PM - Transaction 4644304 - Approved By: MELWOOD : 10-09-2014:12:43:40
- 528 10/9/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4644638 - Approved By: NOREVIEW : 10-09-2014:12:44:40
- 529 10/10/2014 - 2010 - Mtn for Attorney's Fee
Additional Text: MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) - Transaction 4647747 - Approved By: YLLOYD :
10-13-2014:10:28:48
- 530 10/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4648394 - Approved By: NOREVIEW : 10-13-2014:10:30:10
- 531 10/13/2014 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING TO PROVE UP DAMAGES SET FOR JANUARY 26, 2015 AT 8:30 A.M. (3-5 DAYS) - Transaction
4649489 - Approved By: NOREVIEW : 10-13-2014:15:19:46
- 532 10/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4649501 - Approved By: NOREVIEW : 10-13-2014:15:21:07
- 533 10/13/2014 - 2475 - Mtn to Strike...
Additional Text: MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE
- 534 10/16/2014 - 2490 - Motion ...
Additional Text: MOTION FOR APPOINTMENT OF RECEIVER
- 535 10/23/2014 - 4300 - Withdrawal of Counsel
Additional Text: REESE KINTZ BROHAWN LLC FOR GRAND SIERRA RESORT AND GAGE VILLAGE DEVELOPEMENT LLC - Transaction
4666056 - Approved By: YLLOYD : 10-23-2014:15:57:35

- 536 10/23/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4666630 - Approved By: NOREVIEW : 10-23-2014:15:58:37
- 537 10/23/2014 - 2490 - Motion ...
Additional Text: DEFT MEI-GSR HOLDINGS, LLC., GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC MOTION FOR RECONSIDERATION AND ORAL ARGUMENT FOR THE ORDER GRANTING PLTF'S MOTION FOR CASE-TERMINATING SANCTIONS - Transaction 4666988 - Approved By: MELWOOD : 10-24-2014:09:51:44
- 538 10/24/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4667366 - Approved By: NOREVIEW : 10-24-2014:09:53:10
- 539 10/24/2014 - 4075 - Substitution of Counsel
Additional Text: H. STAN JOHNSON, ESQ in place of DEVON REESE, ESQ - Transaction 4667760 - Approved By: MELWOOD : 10-24-2014:12:43:29
- 540 10/24/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4668087 - Approved By: NOREVIEW : 10-24-2014:12:44:13
- 541 10/29/2014 - 2650 - Opposition to ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(B)(2) - Transaction 4674990 - Approved By: MCHOLICO : 10-30-2014:11:02:51
- 542 10/30/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4675651 - Approved By: NOREVIEW : 10-30-2014:11:03:55
- 543 10/30/2014 - 2650 - Opposition to ...
Additional Text: Defendants' Opposition to Plaintiffs' Motion for Fees and Costs Puruant to NRCP 37(B)(2) - Transaction 4675693 - Approved By: ADEGAYNE : 10-30-2014:11:22:50
- 544 10/30/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4675797 - Approved By: NOREVIEW : 10-30-2014:11:24:30
- 545 11/3/2014 - 2610 - Notice ...
Additional Text: NOTICE OF ASSOCIATION OF COUNSEL - Transaction 4677955 - Approved By: YVILORIA : 11-03-2014:12:08:45
- 546 11/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4678276 - Approved By: NOREVIEW : 11-03-2014:12:09:39
- 547 11/3/2014 - 3860 - Request for Submission
Additional Text: Transaction 4679233 - Approved By: YLLOYD : 11-04-2014:08:24:10
DOCUMENT TITLE: MOTIOON TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 11/3/14
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:
- 548 11/3/2014 - 3860 - Request for Submission
Additional Text: Transaction 4679233 - Approved By: YLLOYD : 11-04-2014:08:24:10
DOCUMENT TITLE: MOTION FOR APPOINTMENT OF RECEIVER (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 11/3/14
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:
- 549 11/3/2014 - 2650 - Opposition to ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE - Transaction 4679526 - Approved By: MFERNAND : 11-04-2014:08:49:11
- 550 11/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4679645 - Approved By: NOREVIEW : 11-04-2014:08:25:16

- 551 11/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4679751 - Approved By: NOREVIEW : 11-04-2014:08:50:08
- 552 11/5/2014 - 2840 - Ord Denying ...
Additional Text: ORDER DENYING MOTION FOR RECONSIDERATION AND ORAL ARGUMENT ON THE ORDER GRANTING PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS - Transaction 4682514 - Approved By: NOREVIEW : 11-05-2014:12:09:24
- 553 11/5/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4682518 - Approved By: NOREVIEW : 11-05-2014:12:10:11
- 554 11/5/2014 - 3370 - Order ...
Additional Text: ORDER REGARDING MOTION FOR APPOINTMENT OF RECEIVER - Transaction 4682941 - Approved By: NOREVIEW : 11-05-2014:13:58:08
- 555 11/5/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4682945 - Approved By: NOREVIEW : 11-05-2014:13:59:00
- 556 11/5/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 557 11/5/2014 - 3370 - Order ...
Additional Text: ORDER REGARDING MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE - Transaction 4683183 - Approved By: NOREVIEW : 11-05-2014:14:40:41
- 558 11/5/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4683186 - Approved By: NOREVIEW : 11-05-2014:14:41:41
- 559 11/5/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 560 11/5/2014 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR A RECEIVER - Transaction 4683733 - Approved By: MFERNAND : 11-06-2014:08:25:51
- 561 11/6/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4683864 - Approved By: NOREVIEW : 11-06-2014:08:29:11
- 562 11/6/2014 - 3347 - Ord to Set
Additional Text: ORDER TO SET ORAL ARGUMENT ON MOTION TO STRIKE AND MOTION FOR APPT. OF RECEIVER - Transaction 4684931 - Approved By: NOREVIEW : 11-06-2014:13:00:36
- 563 11/6/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4684932 - Approved By: NOREVIEW : 11-06-2014:13:01:26
- 564 11/7/2014 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOITON FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) - Transaction 4687782 - Approved By: YLLOYD : 11-07-2014:16:24:40
- 565 11/7/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4687980 - Approved By: NOREVIEW : 11-07-2014:16:25:39
- 566 11/10/2014 - 3860 - Request for Submission
Additional Text: Transaction 4689120 - Approved By: YLLOYD : 11-10-2014:14:53:03
DOCUMENT TITLE: MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) AND OPPOSITION TO PLAINTIFFS' MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(B)(2) AND REPLY IN SUPPORT OF MOTION FOR FEES AND COSTS (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 11/10/14
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:

- 567 11/10/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4689617 - Approved By: NOREVIEW : 11-10-2014:14:53:56
- 568 11/10/2014 - 1250E - Application for Setting eFile
Additional Text: FOR ORAL ARGUMENT ON MOTION TO STRIKE AND MOTION FOR RECEIVER - Transaction 4689829 - Approved By: NOREVIEW : 11-10-2014:15:34:41
- 569 11/10/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4689833 - Approved By: NOREVIEW : 11-10-2014:15:35:38
- 570 11/17/2014 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR APPOINTMENT OF RECEIVER - Transaction 4699866 - Approved By: MELWOOD : 11-18-2014:08:54:49
- 571 11/17/2014 - 3790 - Reply to/in Opposition
Additional Text: REPLY IN SUPPORT OF MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMNE - Transaction 4699882 - Approved By: MELWOOD : 11-18-2014:09:14:22
- 572 11/18/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4700083 - Approved By: NOREVIEW : 11-18-2014:08:56:22
- 573 11/18/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4700158 - Approved By: NOREVIEW : 11-18-2014:09:15:49
- 574 11/18/2014 - 3860 - Request for Submission
Additional Text: Transaction 4700573 - Approved By: YVILORIA : 11-18-2014:11:45:47
DOCUMENT TITLE: MOTION FOR APPOINTMENT OF RECEIVE FILED 10-16-14; THE DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR A RECEIVER, FILED 11-5-14 AND THE REPLY IN SUPPORT OF MOTION FOR APPOINTMENT OF RECEIVER FILED 11-17-14 (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: NOVEMBER 18, 2014
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 575 11/18/2014 - 3860 - Request for Submission
Additional Text: Transaction 4700573 - Approved By: YVILORIA : 11-18-2014:11:45:47
DOCUMENT TITLE: MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE, FILED 10-13-14; THE DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO STRIKE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE, FILED 11-3-14 AND THE REPLY IN SUPPORT OF MOTION TO STRIKE DEFENDANTS' TRIAL STATEMENT AND MOTIONS IN LIMINE FILED 11-17-14 (NO PAPER ORDER)
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: NOVEMBER 18, 2014
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 576 11/18/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4700762 - Approved By: NOREVIEW : 11-18-2014:11:46:49
- 577 11/18/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 578 11/18/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 579 11/19/2014 - MIN - ***Minutes
Additional Text: 11/19/14 - ORAL ARGUMENTS - Transaction 4703940 - Approved By: NOREVIEW : 11-19-2014:16:56:08
- 580 11/19/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4703945 - Approved By: NOREVIEW : 11-19-2014:16:57:06

- 581 11/25/2014 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING PLAINTIFFS' MOTION TO STRIKE THE DEFENDANTS' AMENDED TRIAL STATEMENT AND MOTIONS IN LIMINE - Transaction 4712031 - Approved By: NOREVIEW : 11-25-2014:16:51:32
- 582 11/25/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4712040 - Approved By: NOREVIEW : 11-25-2014:16:52:33
- 583 11/26/2014 - 1550 - Default
Additional Text: MEI-GSR HOLDINGS, LLC, A NEVADA LIMITED LIABILITY COMPANY, ET AL
- 584 12/10/2014 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING PLAINTIFF'S MOTION FOR FEES AND COSTS PURSUANT TO NRCP 37(b)(2) - Transaction 4730277 - Approved By: NOREVIEW : 12-10-2014:12:37:23
- 585 12/10/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 586 12/10/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4730279 - Approved By: NOREVIEW : 12-10-2014:12:38:20
- 587 12/10/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4730563 - Approved By: NOREVIEW : 12-10-2014:14:17:37
- 588 12/10/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4730566 - Approved By: NOREVIEW : 12-10-2014:14:18:25
- 589 12/15/2014 - 3785 - Reply Brief
Additional Text: DEFENTANTS' BRIEF IN SUPPORT OF SUGGESTIONS ON HOW TO CONDUCT THE EVIDENTIARY HEARING CONCERNING DAMAGES - Transaction 4736053 - Approved By: YLLOYD : 12-15-2014:14:00:06
- 590 12/15/2014 - 1360 - Certificate of Service
Additional Text: Transaction 4736057 - Approved By: YLLOYD : 12-15-2014:13:15:15
- 591 12/15/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4736190 - Approved By: NOREVIEW : 12-15-2014:13:16:13
- 592 12/15/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4736377 - Approved By: NOREVIEW : 12-15-2014:14:02:42
- 593 12/15/2014 - 3650 - Points and Authorities
Additional Text: PLAINTIFFS' BRIEF PROPOSING PROCEDURES FOR DAMAGES PROVE-UP HEARING - Transaction 4737033 - Approved By: MPURDY : 12-15-2014:16:47:25
- 594 12/15/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4737356 - Approved By: NOREVIEW : 12-15-2014:16:48:28
- 595 1/6/2015 - 3242 - Ord Setting Hearing
Additional Text: ORDER SETTING HEARING FOR JANUARY 13, 2015 AT 2:00 P.M. - Transaction 4761690 - Approved By: NOREVIEW : 01-06-2015:15:26:23
- 596 1/6/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4761692 - Approved By: NOREVIEW : 01-06-2015:15:27:31
- 597 1/7/2015 - 2745 - Ord Appointing ...
Additional Text: ORDER APPOINTING RECEIVER AND DIRECTING DEFENDANTS' COMPLIANCE
- 598 1/7/2015 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4763633 - Approved By: NOREVIEW : 01-07-2015:14:42:00

- 599 1/7/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4763642 - Approved By: NOREVIEW : 01-07-2015:14:43:23
- 600 1/13/2015 - MIN - ***Minutes
Additional Text: 1/13/15 - HRG RE: TRANSFER OF PROPERTY - Transaction 4771968 - Approved By: NOREVIEW : 01-13-2015:15:34:29
- 601 1/13/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4771970 - Approved By: NOREVIEW : 01-13-2015:15:35:30
- 602 1/15/2015 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING TO PROVE UP DAMAGES IS VACATED FOR JANUARY 26-30, 2015 AND RESET FOR FEBRUARY 9-11, 2015 AT 8:30 A.M. - Transaction 4774655 - Approved By: NOREVIEW : 01-15-2015:08:52:21
- 603 1/15/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4774658 - Approved By: NOREVIEW : 01-15-2015:08:53:10
- 604 1/15/2015 - MIN - ***Minutes
Additional Text: 1/15/15 - IN CHAMBERS CONFERENCE - Transaction 4775239 - Approved By: NOREVIEW : 01-15-2015:11:37:51
- 605 1/15/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4775246 - Approved By: NOREVIEW : 01-15-2015:11:40:51
- 606 1/21/2015 - 3980 - Stip and Order...
Additional Text: STIPULATION AND ORDER REGARDING ADDITION OF AM-GSR HOLDINGS, LLC AS DEFENDANT - Transaction 4781384 - Approved By: NOREVIEW : 01-21-2015:11:04:17
- 607 1/21/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4781386 - Approved By: NOREVIEW : 01-21-2015:11:05:10
- 608 2/3/2015 - 1670 - Ex-Parte Mtn...
Additional Text: DEFENDANT'S EX-PARTE MOTION FOR ORDER SHORTENING TIME ON DEFENDANT'S MOTION FOR STAY THE COMMENCEMENT OF THE HEARING ON DAMAGES SET TO COMMENCE OF FEBRUARY 9, 2015 - Transaction 4800941 - Approved By: YLLOYD : 02-03-2015:15:57:47
- 609 2/3/2015 - 2490 - Motion ...
Additional Text: DEFENDANT'S MOTION ON AN ORDER SHORTENING TIME FOR A MOTION TO CONTINUE THE HEARING ON DAMAGES SET TO COMMENCE ON FEBRUARY 9, 2015 - Transaction 4800951 - Approved By: YLLOYD : 02-03-2015:16:17:40
- 610 2/3/2015 - 3242 - Ord Setting Hearing
Additional Text: ORDER SETTING HEARING ON FEBRUARY 5, 2015 AT 1:30 P.M. - Transaction 4801095 - Approved By: NOREVIEW : 02-03-2015:15:23:30
- 611 2/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4801099 - Approved By: NOREVIEW : 02-03-2015:15:24:30
- 612 2/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4801239 - Approved By: NOREVIEW : 02-03-2015:15:58:42
- 613 2/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4801295 - Approved By: NOREVIEW : 02-03-2015:16:18:34
- 614 2/5/2015 - 3370 - Order ...
Additional Text: ORDER REGARDING PROVE UP HEARING - Transaction 4805592 - Approved By: NOREVIEW : 02-05-2015:15:44:30
- 615 2/5/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4805593 - Approved By: NOREVIEW : 02-05-2015:15:45:30

- 616 2/6/2015 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING TO PROVE UP DAMAGES SET FOR MARCH 23-25, 2015; SAID HEARING WILL START DAILY AT 8:30 A.M. - Transaction 4805942 - Approved By: NOREVIEW : 02-06-2015:08:00:43
- 617 2/6/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4805943 - Approved By: NOREVIEW : 02-06-2015:08:01:43
- 618 3/9/2015 - MIN - ***Minutes
Additional Text: 2/4/15 - IN CHAMBERS CONFERENCE - Transaction 4851131 - Approved By: NOREVIEW : 03-09-2015:11:43:58
- 619 3/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4851138 - Approved By: NOREVIEW : 03-09-2015:11:45:09
- 620 3/17/2015 - 1225 - Application Default Judgment
Additional Text: APPLICATION FOR DEFAULT JUDGMENT PURSUANT TO NRCP 55(b)(2) - Transaction 4865236 - Approved By: MPURDY : 03-17-2015:16:51:04
- 621 3/17/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4865513 - Approved By: NOREVIEW : 03-17-2015:16:52:01
- 622 3/23/2015 - 1650 - Errata...
Additional Text: ERRATA TO APPLICATION FOR DEFAULT JUDGMENT - Transaction 4874144 - Approved By: MELWOOD : 03-23-2015:16:45:42
- 623 3/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4874374 - Approved By: NOREVIEW : 03-23-2015:16:46:49
- 624 3/23/2015 - MIN - ***Minutes
Additional Text: 3/23/15 - PROVE UP HRG (DAY 1) - Transaction 4874454 - Approved By: NOREVIEW : 03-23-2015:17:29:40
- 625 3/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4874455 - Approved By: NOREVIEW : 03-23-2015:17:30:40
- 626 3/24/2015 - MIN - ***Minutes
Additional Text: 3/24/15 - ONGOING PROVE UP HRG (DAY 2) - Transaction 4875984 - Approved By: NOREVIEW : 03-24-2015:15:19:01
- 627 3/24/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4876000 - Approved By: NOREVIEW : 03-24-2015:15:20:24
- 628 3/25/2015 - MIN - ***Minutes
Additional Text: 3/25/15 - ONGOING PROVE UP HRG (DAY 3) - Transaction 4877854 - Approved By: NOREVIEW : 03-25-2015:14:39:41
- 629 3/25/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4877861 - Approved By: NOREVIEW : 03-25-2015:14:40:39
- 630 3/25/2015 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 4877990 - Approved By: YLLOYD : 03-25-2015:16:51:35
- 631 3/25/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4878512 - Approved By: NOREVIEW : 03-25-2015:16:53:20
- 632 4/24/2015 - 1960 - Memorandum ...
Additional Text: MEMORANDUM IN SUPPORT OF SUPPLEMENTAL EVIDENCE PURSUANT TO PROVE-UP HEARING
- 633 4/27/2015 - 4187 - Transcript - Sealed
Additional Text: Transaction 4925552 - Approved By: YLLOYD : 04-28-2015:08:19:01

634 4/27/2015 - 4185 - Transcript
Additional Text: Transaction 4925552 - Approved By: YLLOYD : 04-28-2015:08:19:01

635 4/27/2015 - 4185 - Transcript
Additional Text: Transaction 4925552 - Approved By: YLLOYD : 04-28-2015:08:19:01

636 4/27/2015 - 4185 - Transcript
Additional Text: Transaction 4925552 - Approved By: YLLOYD : 04-28-2015:08:19:01

637 4/27/2015 - 1670 - Ex-Parte Mtn...
Additional Text: PLAINTIFFS' EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE - Transaction 4925871 - Approved By: CSULEZIC : 04-28-2015:09:08:43

638 4/28/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4926054 - Approved By: NOREVIEW : 04-28-2015:08:20:13

639 4/28/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4926301 - Approved By: NOREVIEW : 04-28-2015:09:09:54

640 5/20/2015 - 3860 - Request for Submission
Additional Text: Transaction 4962698 - Approved By: YVILORIA : 05-20-2015:14:25:39
DOCUMENT TITLE: PLAINTIFF'S EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE FILED 4-27-15
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: MAY 20, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:

641 5/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4962918 - Approved By: NOREVIEW : 05-20-2015:14:26:40

642 5/21/2015 - 2490 - Motion ...
Additional Text: DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFFS' MEMORANDUM OF SUPPLEMENTAL EVIDENCE PURSUANT TO PROVE-UP HEARING - Transaction 4965156 - Approved By: MCHOLICO : 05-21-2015:16:36:47

643 5/21/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4965728 - Approved By: NOREVIEW : 05-21-2015:16:38:08

644 6/8/2015 - 2630 - Objection to ...
Additional Text: OPPOSITION TO PLAINTIFF'S EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE - Transaction 4987309 - Approved By: YVILORIA : 06-08-2015:09:09:42

645 6/8/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4987364 - Approved By: NOREVIEW : 06-08-2015:09:10:38

646 6/8/2015 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO THE DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO SUPPLEMENTAL EVIDENCE - Transaction 4989120 - Approved By: YVILORIA : 06-09-2015:10:01:54

647 6/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 4989681 - Approved By: NOREVIEW : 06-09-2015:10:03:01

648 6/12/2015 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF APPLICATION FOR ORDER TO SHOW CAUSE - Transaction 4997586 - Approved By: YVILORIA : 06-12-2015:13:15:51

649 6/12/2015 - 3860 - Request for Submission

Additional Text: Transaction 4997586 - Approved By: YVILORIA : 06-12-2015:13:15:51
DOCUMENT TITLE: PLAINTIFFS' EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE FILED 4-27-15
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: JUNE 12, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:

650 6/12/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 4998013 - Approved By: NOREVIEW : 06-12-2015:13:16:54

651 6/15/2015 - 2840 - Ord Denying ...

Additional Text: ORDER DENYING PLAINTIFFS' EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE - Transaction 5000461 -
Approved By: NOREVIEW : 06-15-2015:13:31:34

652 6/15/2015 - S200 - Request for Submission Complet

No additional text exists for this entry.

653 6/15/2015 - S200 - Request for Submission Complet

No additional text exists for this entry.

654 6/15/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5000466 - Approved By: NOREVIEW : 06-15-2015:13:32:41

655 6/15/2015 - S200 - Request for Submission Complet

No additional text exists for this entry.

656 6/15/2015 - 3370 - Order ...

Additional Text: ORDER VACATING THE SUBMISSION OF THE PROVE UP HEARING, ET AL. - Transaction 5001159 - Approved By:
NOREVIEW : 06-15-2015:15:38:22

657 6/15/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5001168 - Approved By: NOREVIEW : 06-15-2015:15:39:33

658 6/18/2015 - 3795 - Reply...

Additional Text: DEFENDANT'S REPLY IN SUPPORT OF MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFFS'
MEMORANDUM OF SUPPLEMENTAL EVIDENCE PURSUANT TO PROVE-UP HEARING - Transaction 5007756 - Approved By: YLLOYD :
06-18-2015:16:44:50

659 6/18/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5007879 - Approved By: NOREVIEW : 06-18-2015:16:45:53

660 6/19/2015 - 3860 - Request for Submission

Additional Text: DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFFS' MEMORANDUM OF SUPPLEMENTAL
EVIDENCE PURSUANT TO PROVE-UP HEARING FILED 5/21/15 - Transaction 5008178 - Approved By: CSULEZIC : 06-19-2015:10:10:42
PARTY SUBMITTING: STAN JOHNSON, ESQ
DATE SUBMITTED: 6/19/15
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:

661 6/19/2015 - NEF - Proof of Electronic Service

Additional Text: Transaction 5008376 - Approved By: NOREVIEW : 06-19-2015:10:11:40

662 8/7/2015 - 2840 - Ord Denying ...

Additional Text: ORDER DENYING DEFENDANT'S MOTION FOR PERMISSION TO SUBMIT RESPONSE TO PLAINTIFFS' MEMORANDUM OF
SUPPLEMENTAL EVIDENCE PURSUANT TO PROVE UP HEARING - Transaction 5083476 - Approved By: NOREVIEW :
08-07-2015:12:10:39

663 8/7/2015 - S200 - Request for Submission Complet

No additional text exists for this entry.

664 8/7/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5083479 - Approved By: NOREVIEW : 08-07-2015:12:11:38

665 10/9/2015 - 1750 - Findings, Conclusions & Judg
Additional Text: Transaction 5180957 - Approved By: NOREVIEW : 10-09-2015:12:29:36

666 10/9/2015 - S200 - Request for Submission Complet
No additional text exists for this entry.

667 10/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5180958 - Approved By: NOREVIEW : 10-09-2015:12:30:23

668 10/9/2015 - 2545 - Notice of Entry ...
Additional Text: Transaction 5181413 - Approved By: NOREVIEW : 10-09-2015:14:36:55

669 10/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5181417 - Approved By: NOREVIEW : 10-09-2015:14:37:55

670 10/15/2015 - 2605 - Notice to Set
Additional Text: NOTICE OF SETTING PUNITIVE DAMAGES HEARING SET FOR 10/16/15 AT 10:00 AM - Transaction 5189914 -
Approved By: CCOVINGT : 10-15-2015:09:14:52

671 10/15/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5189946 - Approved By: NOREVIEW : 10-15-2015:09:17:40

672 10/16/2015 - 1250E - Application for Setting eFile
Additional Text: HEARING ON PUNITIVE DAMAGES SET FOR DECEMBER 10, 2015, AT 1:30 P.M. - Transaction 5192992 - Approved By:
NOREVIEW : 10-16-2015:13:23:25

673 10/16/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5192998 - Approved By: NOREVIEW : 10-16-2015:13:24:25

674 10/16/2015 - 1950 - Memorandum of Costs
Additional Text: VERIFIED MEMORANDUM OF COSTS - Transaction 5193111 - Approved By: YVILORIA : 10-16-2015:14:20:01

675 10/16/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5193164 - Approved By: NOREVIEW : 10-16-2015:14:21:11

676 10/20/2015 - 2010 - Mtn for Attorney's Fee
Additional Text: Transaction 5197689 - Approved By: YVILORIA : 10-20-2015:15:00:00

677 10/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5197783 - Approved By: NOREVIEW : 10-20-2015:15:01:02

678 10/21/2015 - 2195 - Mtn for Stay ...
Additional Text: DEFENDANTS' MOTION FOR STAY OF EXECUTION OF JUDGMENT PENDING RESOLUTION OF POST-TRIAL MOTIONS
AND FINAL JUDGMENT - Transaction 5200133 - Approved By: YVILORIA : 10-21-2015:16:15:56

679 10/21/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5200194 - Approved By: NOREVIEW : 10-21-2015:16:16:52

680 10/22/2015 - 1670 - Ex-Parte Mtn...
Additional Text: DEFENDANTS' EX PARTE MOTION FOR ORDER SHORTENING TIME ON DEFENDANTS' MOTION FOR STAY OF
EXECUTION OF JUDGMENT PENDING RESOLUTION OF POST-TRIAL MOTIONS AND FINAL JUDGMENT - Transaction 5202042 -
Approved By: CSULEZIC : 10-22-2015:15:53:55

- 681 10/22/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5202574 - Approved By: NOREVIEW : 10-22-2015:15:55:12
- 682 10/22/2015 - 2430 - Mtn to Retax Costs
Additional Text: DEFENDANTS' MOTION TO RETAX PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS - Transaction 5203129 - Approved By: MCHOLICO : 10-23-2015:08:55:30
- 683 10/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5203316 - Approved By: NOREVIEW : 10-23-2015:08:56:40
- 684 10/23/2015 - MIN - ***Minutes
Additional Text: 10/22/15 - CONFERENCE CALL - IN CHAMBERS - Transaction 5203576 - Approved By: NOREVIEW : 10-23-2015:09:51:06
- 685 10/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5203583 - Approved By: NOREVIEW : 10-23-2015:09:52:05
- 686 10/26/2015 - 2250 - Mtn Alter or Amend Judgment
Additional Text: MOTION TO ALTER OR AMEND JUDGMENT: MOTION FOR RECONSIDERATION - Transaction 5207206 - Approved By: TBRITTON : 10-27-2015:09:10:23
- 687 10/26/2015 - 1520 - Declaration
Additional Text: DECLARATION OF JONATHAN JOEL TEW, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION TO ALTER OR AMEND JUDGMENT; MOTION FOR RECONSIDERATION - Transaction 5207207 - Approved By: TBRITTON : 10-27-2015:08:40:25
- 688 10/27/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5207318 - Approved By: NOREVIEW : 10-27-2015:08:41:28
- 689 10/27/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5207402 - Approved By: NOREVIEW : 10-27-2015:09:11:30
- 690 10/28/2015 - 2520 - Notice of Appearance
Additional Text: NOTICE OF APPEARANCE AND REQUEST FOR NOTICE - Transaction 5209379 - Approved By: CSULEZIC : 10-28-2015:09:45:40
- 691 10/28/2015 - \$1560 - \$Def 1st Appearance - CV
Additional Text: JAMES PROCTOR - Transaction 5209379 - Approved By: CSULEZIC : 10-28-2015:09:45:40
- 692 10/28/2015 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$213.00 was made on receipt DCDC519426.
- 693 10/28/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5209590 - Approved By: NOREVIEW : 10-28-2015:09:46:42
- 694 10/28/2015 - 1356 - Certificate of Mailing
Additional Text: MAILED TO STEVEN B. COHEN ESQ, H. STAN JOHNSON ESQ, TERRY KINALLY, ESQ - OCTOBER 28, 2015 - Transaction 5209950 - Approved By: YVILORIA : 10-28-2015:12:57:38
- 695 10/28/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5210240 - Approved By: NOREVIEW : 10-28-2015:12:58:37
- 696 11/3/2015 - 3980 - Stip and Order...
Additional Text: STIPULATION AND ORDER REGARDING THE COURT'S FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT - Transaction 5217350 - Approved By: NOREVIEW : 11-03-2015:12:56:50
- 697 11/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5217355 - Approved By: NOREVIEW : 11-03-2015:12:59:44

- 698 11/5/2015 - 3860 - Request for Submission
Additional Text: Transaction 5222206 - Approved By: YVILORIA : 11-05-2015:15:05:13
DOCUMENT TITLE: MOTION
PARTY SUBMITTING: JARRAD C MILLER ESQ
DATE SUBMITTED: NOVEMBER 5, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 699 11/5/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5222520 - Approved By: NOREVIEW : 11-05-2015:15:06:13
- 700 11/6/2015 - 2490 - Motion ...
Additional Text: MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 5225199 - Approved By: CSULEZIC : 11-06-2015:16:11:47
- 701 11/6/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5225276 - Approved By: NOREVIEW : 11-06-2015:16:12:46
- 702 11/6/2015 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: DEFT MEI-GSR HOLDINGS LLC, GRAND SIERRA RESORT UNIT OWNERS' ASSOC. AND GAGE VILLAGE COMMERCIAL DEVELOPMENT LLC - Transaction 5225337 - Approved By: YVILORIA : 11-09-2015:09:49:34
- 703 11/6/2015 - 1310 - Case Appeal Statement
Additional Text: Case Appeal Statement - Transaction 5225461 - Approved By: YVILORIA : 11-09-2015:09:49:51
- 704 11/9/2015 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC520391.
- 705 11/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5225861 - Approved By: NOREVIEW : 11-09-2015:09:50:40
- 706 11/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5225863 - Approved By: NOREVIEW : 11-09-2015:09:50:48
- 707 11/9/2015 - 2475 - Mtn to Strike...
Additional Text: DEFENDANTS' MOTION TO STRIKE PLAINTIFFS' REQUEST FOR SUBMISSION REGARDING MOTION FOR ATTORNEYS' FEES - Transaction 5227583 - Approved By: MCHOLICO : 11-09-2015:16:47:44
- 708 11/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5227797 - Approved By: NOREVIEW : 11-09-2015:16:48:43
- 709 11/9/2015 - 3880 - Response...
Additional Text: DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEYS' FEES - Transaction 5227858 - Approved By: CSULEZIC : 11-10-2015:08:49:45
- 710 11/10/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5228017 - Approved By: NOREVIEW : 11-10-2015:08:50:46
- 711 11/10/2015 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION TO RETAX COSTS - Transaction 5228115 - Approved By: MCHOLICO : 11-10-2015:09:25:37
- 712 11/10/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5228158 - Approved By: NOREVIEW : 11-10-2015:09:27:17
- 713 11/13/2015 - PEND - **Pending Court Deposit
No additional text exists for this entry.

- 714 11/13/2015 - SAB - **Supreme Court Appeal Bond
No additional text exists for this entry.
- 715 11/13/2015 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 5235071 - Approved By: NOREVIEW : 11-13-2015:15:03:18
- 716 11/13/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5235090 - Approved By: NOREVIEW : 11-13-2015:15:04:36
- 717 11/13/2015 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION TO STRIKE REQUEST FOR SUBMISSION - Transaction 5235463 - Approved By: MCHOLICO : 11-16-2015:09:08:36
- 718 11/16/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5235982 - Approved By: NOREVIEW : 11-16-2015:09:11:04
- 719 11/16/2015 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO MOTION TO ALTER OR AMEND JUDGMENT AND MOTION FOR RECONSIDERATION - Transaction 5237881 - Approved By: TBRITTON : 11-17-2015:08:32:57
- 720 11/17/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5238054 - Approved By: NOREVIEW : 11-17-2015:08:33:58
- 721 11/19/2015 - 2280 - Mtn to Continue
Additional Text: DEFENDANT'S MOTION TO EXTEND BRIEFING SCHEDULE FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 5244617 - Approved By: CSULEZIC : 11-19-2015:16:40:18
- 722 11/19/2015 - 1670 - Ex-Parte Mtn...
Additional Text: DEFENDANTS' EX-PARTE MOTION FOR ORDER SHORTENING TIME ON DEFENDANTS' MOTION TO EXTEND BRIEFING SCHEDULE FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 5244811 - Approved By: YVILORIA : 11-19-2015:16:48:24
- 723 11/19/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5244837 - Approved By: NOREVIEW : 11-19-2015:16:41:43
- 724 11/19/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5244876 - Approved By: NOREVIEW : 11-19-2015:16:49:27
- 725 11/19/2015 - 3790 - Reply to/in Opposition
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION TO STRIKE PLAINTIFFS' REQUEST FOR SUBMISSION REGARDING MOTION FOR ATTORNEY'S FEES - Transaction 5244907 - Approved By: YVILORIA : 11-20-2015:08:35:35
- 726 11/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5245042 - Approved By: NOREVIEW : 11-20-2015:08:39:25
- 727 11/20/2015 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 69184 / RECEIPT FOR DOCUMENTS - Transaction 5245193 - Approved By: NOREVIEW : 11-20-2015:09:26:44
- 728 11/20/2015 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 69184 / RECEIPT FOR DOCUMENTS - Transaction 5245193 - Approved By: NOREVIEW : 11-20-2015:09:26:44
- 729 11/20/2015 - 4133 - Supreme Court Notice
Additional Text: SUPREME COURT NO. 69184 / NOTICE TO FILE AMENDED CASE APPEAL STATEMENT - CIVIL - Transaction 5245193 - Approved By: NOREVIEW : 11-20-2015:09:26:44
- 730 11/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5245199 - Approved By: NOREVIEW : 11-20-2015:09:27:46

- 731 11/20/2015 - 3790 - Reply to/in Opposition
Additional Text: REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES - Transaction 5246518 - Approved By: CSULEZIC : 11-20-2015:16:28:43
- 732 11/20/2015 - 1520 - Declaration
Additional Text: DECLARATION OF JARAD C. MILLER, ESQ. IN SUPPORT OF REPLY IN SUPPORT OF MOTION FOR ATTORNEYS FEES - Transaction 5246518 - Approved By: CSULEZIC : 11-20-2015:16:28:43
- 733 11/20/2015 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION TO EXTEND BRIEFING SCHEDULE FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 5246680 - Approved By: YVILORIA : 11-20-2015:16:55:01
- 734 11/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5246770 - Approved By: NOREVIEW : 11-20-2015:16:29:40
- 735 11/20/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5246833 - Approved By: NOREVIEW : 11-20-2015:16:56:07
- 736 11/23/2015 - 2610 - Notice ...
Additional Text: Notice of Withdrawal of Defendants' Motion to Extend Briefing Schedule for Motion in Support of Punitive Damages Award - Transaction 5247695 - Approved By: YVILORIA : 11-23-2015:11:38:39
- 737 11/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5247879 - Approved By: NOREVIEW : 11-23-2015:11:39:39
- 738 11/23/2015 - 3790 - Reply to/in Opposition
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTON TO RETAX COSTS - Transaction 5248374 - Approved By: TBRITTON : 11-23-2015:14:27:57
- 739 11/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5248471 - Approved By: NOREVIEW : 11-23-2015:14:29:04
- 740 11/23/2015 - 3370 - Order ...
Additional Text: ORDER REGARDING CLARIFICATION - Transaction 5248729 - Approved By: NOREVIEW : 11-23-2015:15:20:39
- 741 11/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5248732 - Approved By: NOREVIEW : 11-23-2015:15:21:40
- 742 11/23/2015 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING DEFENDANT'S MOTION TO EXTEND BRIEFING SCHEDULE FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD; DEFENDANT'S HAVE UP TO AND INCLUDING NOVEMBER 30, 2015 TO FILE OPPOSITION - Transaction 5248924 - Approved By: NOREVIEW : 11-23-2015:16:00:15
- 743 11/23/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5248933 - Approved By: NOREVIEW : 11-23-2015:16:01:26
- 744 11/25/2015 - 3860 - Request for Submission
Additional Text: PLAINTIFFS' MOTION FOR ATTORNEYS' FEES; DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEYS' FEES; REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES (NO PAPER ORDER PROVIDED) - Transaction 5252076 - Approved By: MCHOLICO : 11-25-2015:08:51:01
PARTY SUBMITTING: JARRAD MILLER, ESQ.
DATE SUBMITTED: 11/25/15
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 745 11/25/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5252161 - Approved By: NOREVIEW : 11-25-2015:08:51:54
- 746 12/1/2015 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION IN SUPPORT OF PUNITIVE DAMAGES - Transaction 5256668 - Approved By: MCHOLICO : 12-01-2015:11:08:49

- 747 12/1/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5256897 - Approved By: NOREVIEW : 12-01-2015:11:10:08
- 748 12/1/2015 - 2315 - Mtn to Dismiss ...
Additional Text: DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION - Transaction 5258434 - Approved By: MCHOLICO : 12-02-2015:08:57:15
- 749 12/1/2015 - 1670 - Ex-Parte Mtn...
Additional Text: DEFENDANTS' EX-PARTE MOTION FOR ORDER SHORTENING TIME ON DEFENDANTS' MOTION TO DISMISS - Transaction 5258435 - Approved By: MCHOLICO : 12-02-2015:09:00:20
- 750 12/2/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5258711 - Approved By: NOREVIEW : 12-02-2015:09:00:18
- 751 12/2/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5258733 - Approved By: NOREVIEW : 12-02-2015:09:05:00
- 752 12/2/2015 - 1650 - Errata...
Additional Text: Errata to Defendants' Motion to Dismiss for Lack of Subject Matter Jurisdiction - Transaction 5259325 - Approved By: YVILORIA : 12-02-2015:12:20:13
- 753 12/2/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5259449 - Approved By: NOREVIEW : 12-02-2015:12:23:09
- 754 12/3/2015 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO ALTER OR AMEND JUDGMENT; MOTION FOR RECONSIDERATION - Transaction 5260737 - Approved By: CSULEZIC : 12-03-2015:08:53:12
- 755 12/3/2015 - 1520 - Declaration
Additional Text: DECLARATION OF JARRAD C. MILLER ESQ. IN SUPPORT OF REPLY IN SUPPORT OF MOTION TO ALTER OR AMEND JUDGMENT; MOTION FOR RECONSIDERATION - Transaction 5260737 - Approved By: CSULEZIC : 12-03-2015:08:53:12
- 756 12/3/2015 - 1520 - Declaration
Additional Text: DECLARATION OF CRAIG L. GREENE, CPA/CFF, CFE, CCEP, MAFF - Transaction 5260737 - Approved By: CSULEZIC : 12-03-2015:08:53:12
- 757 12/3/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5260799 - Approved By: NOREVIEW : 12-03-2015:08:54:20
- 758 12/7/2015 - 3370 - Order ...
Additional Text: ORDER REGARDING PLAINTIFFS' MOTION IN SUPPORT OF PUNITIVE DAMAGES, DEFENDANTS' MOTION TO DISMISS, AND DEFENDANTS' EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 5266853 - Approved By: NOREVIEW : 12-07-2015:14:59:02
- 759 12/7/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5266861 - Approved By: NOREVIEW : 12-07-2015:15:00:09
- 760 12/7/2015 - MIN - ***Minutes
Additional Text: 12/2/15 - IN CHAMBERS CONFERENCE - Transaction 5267099 - Approved By: NOREVIEW : 12-07-2015:15:37:15
- 761 12/7/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5267105 - Approved By: NOREVIEW : 12-07-2015:15:38:13
- 762 12/9/2015 - 3370 - Order ...
Additional Text: ORDER REGARDING DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION - Transaction 5271832 - Approved By: NOREVIEW : 12-09-2015:16:23:14
- 763 12/9/2015 - S200 - Request for Submission Complet
No additional text exists for this entry.

- 764 12/9/2015 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 765 12/9/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5271835 - Approved By: NOREVIEW : 12-09-2015:16:24:23
- 766 12/10/2015 - 4185 - Transcript
Additional Text: 11/19/14 - Oral Arguments - Transaction 5273076 - Approved By: NOREVIEW : 12-10-2015:13:22:04
- 767 12/10/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5273081 - Approved By: NOREVIEW : 12-10-2015:13:23:06
- 768 12/10/2015 - 3835 - Report...
Additional Text: RECEIVER'S SECOND STATUS REPORT - Transaction 5273489 - Approved By: MCHOLICO : 12-10-2015:15:15:52
- 769 12/10/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5273738 - Approved By: NOREVIEW : 12-10-2015:15:18:27
- 770 12/11/2015 - 3860 - Request for Submission
Additional Text: Transaction 5274808 - Approved By: YVILORIA : 12-11-2015:10:40:06
DOCUMENT TITLE: DEFENDANT'S MOTION TO RETAX PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS
PARTY SUBMITTING: H. STAN JOHNSON, ESQ
DATE SUBMITTED: DECEMBER 11, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 771 12/11/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5274878 - Approved By: NOREVIEW : 12-11-2015:10:40:51
- 772 12/11/2015 - 1520 - Declaration
Additional Text: Declaration of H. Stan Johnson, Esq. Submitted Pursuant to Court's Order Dated December 7, 2015 Regarding Defendants' Motion to Dismiss, Etc. - Transaction 5276100 - Approved By: YVILORIA : 12-11-2015:16:32:09
- 773 12/11/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5276112 - Approved By: NOREVIEW : 12-11-2015:16:33:21
- 774 12/17/2015 - 3370 - Order ...
Additional Text: ORDER HOLDING MOTION TO RETAX COSTS IN ABEYANCE UNTIL THE COURT HAS CONSIDERED AND RULED ON MOTION TO DISMISS - Transaction 5284141 - Approved By: NOREVIEW : 12-17-2015:15:16:19
- 775 12/17/2015 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 776 12/17/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5284152 - Approved By: NOREVIEW : 12-17-2015:15:17:18
- 777 12/21/2015 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION TO DISMISS - Transaction 5289350 - Approved By: MCHOLICO : 12-22-2015:09:56:10
- 778 12/22/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5289753 - Approved By: NOREVIEW : 12-22-2015:09:57:43
- 779 12/29/2015 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION - Transaction 5297862 - Approved By: MCHOLICO : 12-30-2015:08:14:18

- 780 12/30/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5297932 - Approved By: NOREVIEW : 12-30-2015:08:15:35
- 781 12/30/2015 - 3860 - Request for Submission
Additional Text: Transaction 5298255 - Approved By: YVILORIA : 12-30-2015:10:16:29
DOCUMENT TITLE: DEFENDANT'S MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION
PARTY SUBMITTING: H. STAN JOHNSON ESQ
DATE SUBMITTED: DECEMBER 30, 2015
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 782 12/30/2015 - NEF - Proof of Electronic Service
Additional Text: Transaction 5298263 - Approved By: NOREVIEW : 12-30-2015:10:19:15
- 783 1/7/2016 - 3347 - Ord to Set
Additional Text: ORDER TO SET HEARING ON DEFENDANT'S MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION -
Transaction 5309833 - Approved By: NOREVIEW : 01-07-2016:13:48:33
- 784 1/7/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5309842 - Approved By: NOREVIEW : 01-07-2016:13:49:41
- 785 1/7/2016 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 786 1/7/2016 - 3835 - Report...
Additional Text: RECEIVER'S DETERMINATION OF FEES AND RESERVES - Transaction 5310292 - Approved By: CSULEZIC :
01-07-2016:16:04:02
- 787 1/7/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5310525 - Approved By: NOREVIEW : 01-07-2016:16:05:12
- 788 1/20/2016 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING ON MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION ON FEBRUARY 8, 2016, AT
1:30 P.M. - Transaction 5327416 - Approved By: NOREVIEW : 01-20-2016:10:53:31
- 789 1/20/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5327419 - Approved By: NOREVIEW : 01-20-2016:10:54:26
- 790 2/5/2016 - 2610 - Notice ...
Additional Text: NOTICE OF ASSOCIATION AS COUNSEL - GAYLE KERN, ESQ. / MEI-GSR HOLDINGS, LLC, AM-GSR HOLDINGS, LLC,
GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC - Transaction 5356063 -
Approved By: MCHOLICO : 02-05-2016:13:48:26
- 791 2/5/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5356353 - Approved By: NOREVIEW : 02-05-2016:13:51:32
- 792 2/8/2016 - MIN - ***Minutes
Additional Text: 2/8/16 - HRG ON MOTION TO DISMISS - Transaction 5359446 - Approved By: NOREVIEW : 02-08-2016:16:58:35
- 793 2/8/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5359452 - Approved By: NOREVIEW : 02-08-2016:16:59:34
- 794 2/10/2016 - 4127 - Supreme Ct Ord Dismis Appeal
Additional Text: SUPREME COURT NO. 69184/ORDER DISMISSING APPEAL - Transaction 5362581 - Approved By: NOREVIEW :
02-10-2016:11:15:04
- 795 2/10/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5362584 - Approved By: NOREVIEW : 02-10-2016:11:16:04

796 2/11/2016 - 1250E - Application for Setting eFile
Additional Text: FOR CONTINUATION OF HEARING ON MOTION TO DISMISS SET FOR MARCH 2, 2016, AT 1:30 P.M. - Transaction 5366330 - Approved By: NOREVIEW : 02-11-2016:15:14:42

797 2/11/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5366339 - Approved By: NOREVIEW : 02-11-2016:15:15:49

798 2/17/2016 - 4185 - Transcript
Additional Text: Transaction 5371483 - Approved By: NOREVIEW : 02-17-2016:09:05:02

799 2/17/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5371491 - Approved By: NOREVIEW : 02-17-2016:09:06:16

800 2/29/2016 - 2610 - Notice ...
Additional Text: NOTICE OF NEW CASE AUTHORITY - Transaction 5392846 - Approved By: MCHOLICO : 03-01-2016:08:42:46

801 3/1/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5393003 - Approved By: NOREVIEW : 03-01-2016:08:43:53

802 3/1/2016 - 4105 - Supplemental ...
Additional Text: SUPPLEMENT LEGAL AUTHORITY IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION - Transaction 5393880 - Approved By: CSULEZIC : 03-01-2016:14:17:45

803 3/1/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5394375 - Approved By: NOREVIEW : 03-01-2016:14:20:44

804 3/3/2016 - MIN - ***Minutes
Additional Text: 3/2/16 - CONT'D HRG ON DEFENDANTS' MOTION TO DISMISS - Transaction 5399324 - Approved By: NOREVIEW : 03-03-2016:14:36:45

805 3/3/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5399329 - Approved By: NOREVIEW : 03-03-2016:14:37:47

806 3/3/2016 - 3373 - Other ...
Additional Text: PLAINTIFFS' POWER POINT PRESENTATION USED DURING THE HEARINGS HELD ON FEBRUARY 8, 2016 AND MARCH 2, 2016.

807 3/7/2016 - 4145 - Supreme Court Remittitur
Additional Text: SUPREME COURT NO. 69184/REMITTITUR - Transaction 5403799 - Approved By: NOREVIEW : 03-07-2016:14:09:35

808 3/7/2016 - 4111 - Supreme Ct Clk's Cert & Judg
Additional Text: SUPREME COURT NO. 69184/CLERK'S CERTIFICATE AND JUDGMENT - Transaction 5403799 - Approved By: NOREVIEW : 03-07-2016:14:09:35

809 3/7/2016 - 4127 - Supreme Ct Ord Dismis Appeal
Additional Text: SUPREME COURT NO. 69184/ORDER DISMISSING APPEAL - Transaction 5403799 - Approved By: NOREVIEW : 03-07-2016:14:09:35

810 3/7/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5403808 - Approved By: NOREVIEW : 03-07-2016:14:10:43

811 3/11/2016 - 2980 - Ord Return of Appeal Bond
Additional Text: Transaction 5411731 - Approved By: NOREVIEW : 03-11-2016:08:34:27

812 3/11/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5411734 - Approved By: NOREVIEW : 03-11-2016:08:35:28

- 813 3/15/2016 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$500.00 on Check Number 31655
- 814 3/25/2016 - 1250E - Application for Setting eFile
Additional Text: FOR TELEPHONIC CONFERENCE REGARDING TIMING ISSUE SET FOR APRIL 5, 2016, AT 3:00 P.M. - Transaction 5436114 - Approved By: NOREVIEW : 03-25-2016:12:41:06
- 815 3/25/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5436119 - Approved By: NOREVIEW : 03-25-2016:12:42:06
- 816 3/28/2016 - 4185 - Transcript
Additional Text: Transaction 5437322 - Approved By: NOREVIEW : 03-28-2016:10:15:43
- 817 3/28/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5437325 - Approved By: NOREVIEW : 03-28-2016:10:16:45
- 818 4/5/2016 - 1930 - Letters ...
Additional Text: LETTER FROM JEFFREY HARTMAN, ESQ., DATED MARCH 24, 2016.
- 819 4/6/2016 - MIN - ***Minutes
Additional Text: 4/5/16 - CONFERENCE CALL - Transaction 5453254 - Approved By: NOREVIEW : 04-06-2016:15:04:32
- 820 4/6/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5453263 - Approved By: NOREVIEW : 04-06-2016:15:05:34
- 821 5/9/2016 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING DEFENDANTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION - Transaction 5506531 - Approved By: NOREVIEW : 05-09-2016:15:48:03
- 822 5/9/2016 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 823 5/9/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5506537 - Approved By: NOREVIEW : 05-09-2016:15:49:05
- 824 5/11/2016 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 5511358 - Approved By: NOREVIEW : 05-11-2016:16:48:30
- 825 5/11/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5511365 - Approved By: NOREVIEW : 05-11-2016:16:49:43
- 826 5/12/2016 - 2535 - Notice of Entry of Judgment
Additional Text: Transaction 5512734 - Approved By: NOREVIEW : 05-12-2016:13:33:05
- 827 5/12/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5512744 - Approved By: NOREVIEW : 05-12-2016:13:34:07
- 828 5/18/2016 - 1953 - Memo of Costs & Disbursements
Additional Text: VERIFIED MEMORANDUM OF FEES AND DISBURSEMENTS - Transaction 5522211 - Approved By: RKWATKIN : 05-19-2016:08:51:24
- 829 5/19/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5522364 - Approved By: NOREVIEW : 05-19-2016:08:54:14
- 830 5/26/2016 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$34.00 was made on receipt DCDC541625.

- 831 5/26/2016 - SAB - **Supreme Court Appeal Bond
No additional text exists for this entry.
- 832 5/26/2016 - \$2515 - \$Notice/Appeal Supreme Court
No additional text exists for this entry.
- 833 5/26/2016 - 1310 - Case Appeal Statement
No additional text exists for this entry.
- 834 5/26/2016 - 2547 - Notice of Filing Costs/Appeal
No additional text exists for this entry.
- 835 5/27/2016 - 2430 - Mtn to Retax Costs
Additional Text: Transaction 5536839 - Approved By: CSULEZIC : 05-27-2016:14:02:14
- 836 5/27/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5537082 - Approved By: NOREVIEW : 05-27-2016:14:03:15
- 837 5/31/2016 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 5538317 - Approved By: NOREVIEW : 05-31-2016:11:07:49
- 838 5/31/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5538325 - Approved By: NOREVIEW : 05-31-2016:11:08:56
- 839 6/1/2016 - 2010 - Mtn for Attorney's Fee
Additional Text: DEFENDANT'S MOTION FOR ATTORNEY'S FEES AND COSTS - Transaction 5540149 - Approved By: CSULEZIC : 06-01-2016:11:24:10
- 840 6/1/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5540618 - Approved By: NOREVIEW : 06-01-2016:11:29:00
- 841 6/9/2016 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 70498 / RECEIPT FOR DOCUMENTS - Transaction 5555428 - Approved By: NOREVIEW : 06-09-2016:14:23:55
- 842 6/9/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5555433 - Approved By: NOREVIEW : 06-09-2016:14:24:56
- 843 6/13/2016 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION TO RETAX COSTS - Transaction 5559579 - Approved By: TBRIITON : 06-13-2016:15:16:25
- 844 6/13/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5559862 - Approved By: NOREVIEW : 06-13-2016:15:19:17
- 845 6/20/2016 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION FOR ATTORNEY'S FEES AND COSTS - Transaction 5571015 - Approved By: RKWATKIN : 06-21-2016:08:38:53
- 846 6/21/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5571219 - Approved By: NOREVIEW : 06-21-2016:08:40:08
- 847 6/23/2016 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO RETAX COSTS - Transaction 5578099 - Approved By: CSULEZIC : 06-24-2016:08:50:56
- 848 6/24/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5578293 - Approved By: NOREVIEW : 06-24-2016:08:52:09

- 849 6/24/2016 - 3860 - Request for Submission
Additional Text: Transaction 5579281 - Approved By: YVILORIA : 06-24-2016:14:05:47
DOCUMENT TITLE: REPLY IN SUPPORT OF MOTION TO RETAX COSTS
PARTY SUBMITTING: JONATHAN J. TEW ESQ
DATE SUBMITTED: JUNE 24, 2016
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 850 6/24/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5579471 - Approved By: NOREVIEW : 06-24-2016:14:07:20
- 851 6/28/2016 - 3795 - Reply...
Additional Text: Reply in Support of Defendants' Motion for Attorney Fees and Costs - Transaction 5584089 - Approved By: YVILORIA : 06-28-2016:16:43:53
- 852 6/28/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5584514 - Approved By: NOREVIEW : 06-28-2016:16:44:59
- 853 7/5/2016 - 3860 - Request for Submission
Additional Text: Transaction 5592187 - Approved By: YVILORIA : 07-05-2016:12:16:50
DOCUMENT TITLE: DEFT'S MOTION FOR ATTORNEY'S FEES AND COSTS
PARTY SUBMITTING: H. STAN JOHNSON ESQ
DATE SUBMITTED: JULY 5, 2016
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 854 7/5/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5592655 - Approved By: NOREVIEW : 07-05-2016:12:18:11
- 855 8/29/2016 - 3347 - Ord to Set
Additional Text: ORDER TO SET HEARING ON MOTION TO RETAX COSTS AND MOTION FOR ATTORNEY FEES - Transaction 5682812 - Approved By: NOREVIEW : 08-29-2016:16:13:42
- 856 8/29/2016 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 857 8/29/2016 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 858 8/29/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5682828 - Approved By: NOREVIEW : 08-29-2016:16:15:07
- 859 10/4/2016 - 2590 - Notice Withdrawal of Attorney
Additional Text: MARK WRAY, ESQ. / MEI-GSR HOLDINGS, LLC. - Transaction 5739097 - Approved By: TBRITTON : 10-04-2016:14:05:26
- 860 10/4/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5739744 - Approved By: NOREVIEW : 10-04-2016:14:06:31
- 861 11/8/2016 - 3980 - Stip and Order...
Additional Text: STIPULATION AND ORDER STAYING MOTION TO RETAX COSTS AND MOTION FOR ATTORNEY'S FEES - Transaction 5797540 - Approved By: NOREVIEW : 11-08-2016:14:45:14
- 862 11/8/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5797557 - Approved By: NOREVIEW : 11-08-2016:14:47:04
- 863 3/3/2017 - F135 - Adj Motion to Dismiss by DEFT
No additional text exists for this entry.

- 864 2/27/2018 - 4140 - Supreme Court Ord Reversing
Additional Text: SUPREME COURT NO. 70498 / ORDER REVERSING AND REMANDING - Transaction 6552504 - Approved By: NOREVIEW : 02-27-2018:15:02:55
- 865 2/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6552514 - Approved By: NOREVIEW : 02-27-2018:15:04:22
- 866 2/27/2018 - 3863 - **Submit regarding Appeals
Additional Text: DOCUMENT TITLE: SUPREME COURT NO. 70498 / ORDER REVERSING AND REMANDING (NO S1 BUILT)
PARTY SUBMITTING:
DATE SUBMITTED: 2-27-18
SUBMITTED BY: YVE
DATE RECEIVED JUDGE OFFICE:
- 867 6/4/2018 - 4128 - Supreme Court Order Denying
Additional Text: SUPREME COURT NO. 70498 / ORDER DENYING REHEARING - Transaction 6710969 - Approved By: NOREVIEW : 06-04-2018:14:10:55
- 868 6/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6710977 - Approved By: NOREVIEW : 06-04-2018:14:12:07
- 869 11/29/2018 - 4128 - Supreme Court Order Denying
Additional Text: SUPREME COURT NO. 70498 / ORDER DENYING EN BANC RECONSIDERATION - Transaction 6998766 - Approved By: NOREVIEW : 11-29-2018:15:00:38
- 870 11/29/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6998789 - Approved By: NOREVIEW : 11-29-2018:15:04:30
- 871 12/27/2018 - 4145 - Supreme Court Remittitur
Additional Text: SUPREME COURT NO. 70498 / REMITTITUR - Transaction 7040952 - Approved By: NOREVIEW : 12-27-2018:09:38:00
- 872 12/27/2018 - 4111 - Supreme Ct Clk's Cert & Judg
Additional Text: SUPREME COURT NO. 70498 / CLERK'S CERTIFICATE & JUDGMENTS - Transaction 7040952 - Approved By: NOREVIEW : 12-27-2018:09:38:00
- 873 12/27/2018 - 4128 - Supreme Court Order Denying
Additional Text: SUPREME COURT NO. 70498 / ORDER DENYING EN BANC RECONSIDERATION - Transaction 7040952 - Approved By: NOREVIEW : 12-27-2018:09:38:00
- 874 12/27/2018 - 4128 - Supreme Court Order Denying
Additional Text: SUPREME COURT NO. 70498 / ORDER DENYING REHEARING - Transaction 7040952 - Approved By: NOREVIEW : 12-27-2018:09:38:00
- 875 12/27/2018 - 4140 - Supreme Court Ord Reversing
Additional Text: SUPREME COURT NO. 70498 / ORDER REVERSING AND REMANDING - Transaction 7040952 - Approved By: NOREVIEW : 12-27-2018:09:38:00
- 876 12/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7040956 - Approved By: NOREVIEW : 12-27-2018:09:39:09
- 877 12/27/2018 - 3863 - **Submit regarding Appeals
Additional Text: DOCUMENT TITLE: SUPREME COURT NO. 70498 / ORDER REVERSING AND REMANDING (NO S1 BUILT)
PARTY SUBMITTING: NEVADA SUPREME COURT
DATE SUBMITTED: 12-27-18
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 878 12/27/2018 - 2490 - Motion ...
Additional Text: TO SUBSTITUTE RECEIVER - Transaction 7041932 - Approved By: BVIRREY : 12-27-2018:15:18:19

- 879 12/27/2018 - 2490 - Motion ...
Additional Text: FOR INSTRUCTIONS TO RECEIVER - Transaction 7041932 - Approved By: BVIRREY : 12-27-2018:15:18:19
- 880 12/27/2018 - 2210 - Mtn Supplemental Proceeding
Additional Text: Transaction 7041932 - Approved By: BVIRREY : 12-27-2018:15:18:19
- 881 12/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7041954 - Approved By: NOREVIEW : 12-27-2018:15:20:26
- 882 12/31/2018 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION - Transaction 7045396 - Approved By: YVILORIA : 12-31-2018:15:43:20
DOCUMENT TITLE: MOTION TO ALTER OR AMEND JUDGMENT: MOTION FOR RECONSIDERATION
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 12-31-18
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 883 12/31/2018 - 4080 - Suggestion of Death on Record
Additional Text: SUGGESTION ON DEATH UPON THE RECORD - Transaction 7045418 - Approved By: YVILORIA : 12-31-2018:15:46:30
- 884 12/31/2018 - 4080 - Suggestion of Death on Record
Additional Text: SUGGESTION ON DEATH UPON THE RECORD - Transaction 7045418 - Approved By: YVILORIA : 12-31-2018:15:46:30
- 885 12/31/2018 - 4080 - Suggestion of Death on Record
Additional Text: SUGGESTION ON DEATH UPON THE RECORD - Transaction 7045418 - Approved By: YVILORIA : 12-31-2018:15:46:30
- 886 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7045562 - Approved By: NOREVIEW : 12-31-2018:15:44:43
- 887 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7045587 - Approved By: NOREVIEW : 12-31-2018:15:49:20
- 888 1/3/2019 - 3347 - Ord to Set
Additional Text: ORDER TO SET STATUS HEARING ON MOTION FOR SUPPLEMENTAL DAMAGES AND PROVE UP HEARING -
Transaction 7050563 - Approved By: NOREVIEW : 01-03-2019:16:53:22
- 889 1/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7050569 - Approved By: NOREVIEW : 01-03-2019:16:54:36
- 890 1/8/2019 - 1250E - Application for Setting eFile
Additional Text: STATUS HEARING SET FOR JANUARY 23, 2019, AT 9:00 A.M. - Transaction 7057622 - Approved By: NOREVIEW :
01-08-2019:16:16:22
- 891 1/8/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7057625 - Approved By: NOREVIEW : 01-08-2019:16:18:08
- 892 1/10/2019 - 4075 - Substitution of Counsel
Additional Text: SUBSTITUTION OF COUNSEL: DAVID MCELHINNEY ESQ IN PLACE OF H. STAN JOHNSON ESQ / DEFTS MEI-GSR
HOLDINGS LLC AM-GSR HOLDINGS LLC, GRAND SIERRA RESORT UNIT OWNERS ASSOC AND GAGE VILLAGE COMM. DEV. -
Transaction 7061260 - Approved By: YVILORIA : 01-10-2019:11:13:10
- 893 1/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7061300 - Approved By: NOREVIEW : 01-10-2019:11:14:27
- 894 1/14/2019 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7066074 - Approved By:
CSULEZIC : 01-14-2019:12:28:10

895 1/14/2019 - 3880 - Response...
Additional Text: DEFENDANTS'RESPONSE TO MOTION TO SUBSTITUTE RECEIVER - Transaction 7066093 - Approved By: CSULEZIC : 01-14-2019:12:29:32

896 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7066143 - Approved By: NOREVIEW : 01-14-2019:12:29:25

897 1/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7066151 - Approved By: NOREVIEW : 01-14-2019:12:31:03

898 1/16/2019 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO MOTION FOR SUPPLEMENTAL DAMAGES PROVE-UP HEARING - Transaction 7071428 - Approved By: YVILORIA : 01-16-2019:15:35:12

899 1/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7071595 - Approved By: NOREVIEW : 01-16-2019:15:36:21

900 1/18/2019 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO SUBSTITUTE RECEIVER - Transaction 7076483 - Approved By: CSULEZIC : 01-18-2019:15:21:13

901 1/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7076687 - Approved By: NOREVIEW : 01-18-2019:15:22:58

902 1/20/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION - Transaction 7077158 - Approved By: YVILORIA : 01-22-2019:09:41:31
DOCUMENT TITLE: MOTION TO SUBSTITUTE RECEIVER
PARTY SUBMITTING: JONATHAN J TEW ESQ
DATE SUBMITTED: 1-22-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

903 1/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7077712 - Approved By: NOREVIEW : 01-22-2019:09:43:01

904 1/23/2019 - 1250E - Application for Setting eFile
Additional Text: FOR STATUS HEARING ON MARCH 14, 2019, AT 3:00 P.M. - Transaction 7081767 - Approved By: NOREVIEW : 01-23-2019:15:35:59

905 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7081773 - Approved By: NOREVIEW : 01-23-2019:15:37:16

906 1/24/2019 - S200 - Request for Submission Complet
Additional Text: GRANTED ON RECORD ON JANUARY 23, 2019

907 1/25/2019 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING MOTION TO SUBSTITUTE RECEIVER - Transaction 7085933 - Approved By: NOREVIEW : 01-25-2019:13:03:07

908 1/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7085936 - Approved By: NOREVIEW : 01-25-2019:13:04:26

909 1/25/2019 - 3790 - Reply to/in Opposition
Additional Text: REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7086270 - Approved By: YVILORIA : 01-25-2019:15:31:09

910 1/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7086437 - Approved By: NOREVIEW : 01-25-2019:15:33:18

- 911 1/25/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION - Transaction 7086476 - Approved By: YVILORIA : 01-25-2019:16:11:14
DOCUMENT TITLE: MOTION FOR INSTRUCTION TO RECEIVER
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 1-25-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 912 1/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7086573 - Approved By: NOREVIEW : 01-25-2019:16:12:50
- 913 1/28/2019 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR SUPPLEMENTAL DAMAGES PROVE-UP HEARING - Transaction 7089357 -
Approved By: KTOMBOW : 01-29-2019:08:15:00
- 914 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7089708 - Approved By: NOREVIEW : 01-29-2019:08:18:55
- 915 2/12/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7114560 - Approved By: NOREVIEW : 02-12-2019:12:47:30
- 916 2/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7114562 - Approved By: NOREVIEW : 02-12-2019:12:48:32
- 917 2/15/2019 - 3060 - Ord Granting Mtn ...
Additional Text: ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7121577 - Approved By: NOREVIEW :
02-15-2019:13:28:35
- 918 2/15/2019 - S200 - Request for Submission Complet
Additional Text: ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER FILED FEBRUARY 15, 2019
- 919 2/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7121585 - Approved By: NOREVIEW : 02-15-2019:13:29:51
- 920 2/15/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7122438 - Approved By: NOREVIEW : 02-15-2019:16:37:27
- 921 2/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7122443 - Approved By: NOREVIEW : 02-15-2019:16:38:36
- 922 2/20/2019 - 2980 - Ord Return of Appeal Bond
Additional Text: Transaction 7126284 - Approved By: NOREVIEW : 02-20-2019:11:50:08
- 923 2/20/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7126297 - Approved By: NOREVIEW : 02-20-2019:11:51:41
- 924 2/27/2019 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$500.00 on Check Number 10162
- 925 3/7/2019 - 3835 - Report...
Additional Text: Receiver's Initial Report Re GSRUOA, Dated March 4, 2019 - Transaction 7153401 - Approved By: SACORDAG :
03-07-2019:09:36:13
- 926 3/7/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7153414 - Approved By: NOREVIEW : 03-07-2019:09:37:24

- 927 3/7/2019 - 3025 - Ord Granting/Denying in Part
Additional Text: ORDER GRANTING IN PART AN DENYING IN PART MOTION TO ALTER OR AMEND JUDGMENT Transaction 7153763 -
Approved By: NOREVIEW : 03-07-2019:11:08:01
- 928 3/7/2019 - S200 - Request for Submission Complet
Additional Text: ORDER GRANTING IN PART AND DENYING IN PART MOTION TO ALTER OR AMEND JUDGMENT FILED MARCH 7, 2019
- 929 3/7/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7153767 - Approved By: NOREVIEW : 03-07-2019:11:09:01
- 930 3/7/2019 - MIN - ***Minutes
Additional Text: 3/6/2019: Discovery Dispute Hearing Requested by Defendant - Transaction 7154075 - Approved By: NOREVIEW :
03-07-2019:13:03:53
- 931 3/7/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7154078 - Approved By: NOREVIEW : 03-07-2019:13:05:15
- 932 3/8/2019 - 2490 - Motion ...
Additional Text: MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING COMPS AND RESORT FEES - Transaction 7157332 -
Approved By: CSULEZIC : 03-08-2019:16:19:09
- 933 3/8/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7157442 - Approved By: NOREVIEW : 03-08-2019:16:21:36
- 934 3/11/2019 - 2540 - Notice of Entry of Ord
Additional Text: Granting In Part And Denying In Part Motion To Alter Or Amend Judgment - Transaction 7159198 - Approved By:
NOREVIEW : 03-11-2019:13:31:29
- 935 3/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7159201 - Approved By: NOREVIEW : 03-11-2019:13:32:37
- 936 3/13/2019 - 2250 - Mtn Alter or Amend Judgment
Additional Text: DEFENDANTS' MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT - Transaction
7163336 - Approved By: CSULEZIC : 03-13-2019:10:33:48
- 937 3/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7163416 - Approved By: NOREVIEW : 03-13-2019:10:35:55
- 938 3/14/2019 - 1250E - Application for Setting eFile
Additional Text: FOR STATUS HEARING ON MAY 24, 2019, AT 1:30 P.M. - Transaction 7167264 - Approved By: NOREVIEW :
03-14-2019:15:53:29
- 939 3/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7167281 - Approved By: NOREVIEW : 03-14-2019:15:57:24
- 940 3/15/2019 - MIN - ***Minutes
Additional Text: 3/14/19 - STATUS HRG - Transaction 7168760 - Approved By: NOREVIEW : 03-15-2019:12:32:41
- 941 3/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7168761 - Approved By: NOREVIEW : 03-15-2019:12:33:42
- 942 3/19/2019 - 2490 - Motion ...
Additional Text: MOTION TO SUBSTITUTE PARTY - WEISS - Transaction 7175078 - Approved By: YVILORIA : 03-20-2019:08:20:33
- 943 3/19/2019 - 2490 - Motion ...
Additional Text: MOTION TO SUBSTITUTE PARTY - THOMAS - Transaction 7175078 - Approved By: YVILORIA : 03-20-2019:08:20:33

- 944 3/19/2019 - 2490 - Motion ...
Additional Text: MOTION TO SUBSTITUTE PARTY - PEDERSON - Transaction 7175078 - Approved By: YVILORIA : 03-20-2019:08:20:33
- 945 3/20/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7175196 - Approved By: NOREVIEW : 03-20-2019:08:22:01
- 946 3/20/2019 - 2175 - Mtn for Reconsideration
Additional Text: PLAINTIFFS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION AND MOTION FOR RECONSIDERATION OF THE COURT'S ORDER GRANTING IN PART AND DENYING IN PART MOTION TO ALTER OR AMEND JUDGMENT - Transaction 7177018 - Approved By: YVILORIA : 03-20-2019:16:08:11
- 947 3/20/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7177173 - Approved By: NOREVIEW : 03-20-2019:16:11:09
- 948 3/22/2019 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING COMPS AND RESORT FEES - Transaction 7180460 - Approved By: CVERA : 03-22-2019:10:15:09
- 949 3/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7180542 - Approved By: NOREVIEW : 03-22-2019:10:16:38
- 950 3/29/2019 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING COMPS AND RESORT FEES - Transaction 7193537 - Approved By: YVILORIA : 04-01-2019:08:12:22
- 951 4/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7193792 - Approved By: NOREVIEW : 04-01-2019:08:13:42
- 952 4/1/2019 - 3860 - Request for Submission
Additional Text: Transaction 7194836 - Approved By: CVERA : 04-01-2019:13:58:24
DOCUMENT TITLE: MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING COMPS AND RESORT FEES
PARTY SUBMITTING: JONATHAN J. TEW. ESQ.
DATE SUBMITTED: 04/02/19
SUBMITTED BY: CVERA
DATE RECEIVED JUDGE OFFICE:
- 953 4/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7194892 - Approved By: NOREVIEW : 04-01-2019:13:59:37
- 954 4/5/2019 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF THE COURT'S ORDER GRANTING IN PART AND DENYING IN PART MOTION TO ALTER OR AMEND JUDGMENT - Transaction 7203338 - Approved By: CSULEZIC : 04-05-2019:09:28:52
- 955 4/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7203423 - Approved By: NOREVIEW : 04-05-2019:09:29:57
- 956 4/9/2019 - 3835 - Report...
Additional Text: RECEIVER'S REPORT RE GSRUOA, FOR THE PERIOD FROM MARCH 5 THROUGH MARCH 31, 2019 - Transaction 7210069 - Approved By: CSULEZIC : 04-10-2019:08:16:02
- 957 4/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7210443 - Approved By: NOREVIEW : 04-10-2019:08:17:19
- 958 4/10/2019 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT - Transaction 7212482 - Approved By: CSULEZIC : 04-10-2019:16:29:57
- 959 4/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7212679 - Approved By: NOREVIEW : 04-10-2019:16:31:12

- 960 4/19/2019 - 2490 - Motion ...
Additional Text: DEFENDANTS' MOTION FOR LEAVE TO EXCEED PAGE LIMIT IN DEFENDANTS' REPLY IN SUPPORT OF MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT - Transaction 7228112 - Approved By: YVILORIA : 04-19-2019:09:50:27
- 961 4/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7228175 - Approved By: NOREVIEW : 04-19-2019:09:51:45
- 962 4/19/2019 - 3795 - Reply...
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT - Transaction 7228217 - Approved By: YVILORIA : 04-19-2019:10:16:30
- 963 4/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7228237 - Approved By: NOREVIEW : 04-19-2019:10:17:37
- 964 4/19/2019 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION AND MOTION FOR RECONSIDERATION OF THE COURT'S ORDER GRANTING IN PART AND DENYING IN PART MOTION TO ALTER OR AMEND JUDGMENT - Transaction 7229478 - Approved By: YVILORIA : 04-19-2019:16:30:48
- 965 4/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7229861 - Approved By: NOREVIEW : 04-19-2019:16:32:29
- 966 4/22/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION - Transaction 7231735 - Approved By: YVILORIA : 04-22-2019:15:19:39
DOCUMENT TITLE: RECONSIDERATION MOTION
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 4-22-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 967 4/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7231786 - Approved By: NOREVIEW : 04-22-2019:15:24:49
- 968 5/3/2019 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO EXCEED PAGE LIMIT IN DEFENDANTS' REPLY IN SUPPORT OF MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT - Transaction 7251469 - Approved By: CSULEZIC : 05-03-2019:11:01:33
- 969 5/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7251735 - Approved By: NOREVIEW : 05-03-2019:11:03:41
- 970 5/6/2019 - 3860 - Request for Submission
Additional Text: MOTION TO SUBSTITUTE PARTY - WEISS FILED 3/19/19 - Transaction 7254464 - Approved By: CSULEZIC : 05-06-2019:12:26:12
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 5/06/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 971 5/6/2019 - 3860 - Request for Submission
Additional Text: Transaction 7254464 - Approved By: CSULEZIC : 05-06-2019:12:26:12
DOCUMENT TITLE: MOTION TO SUBSTITUTE PARTY - THOMAS FILED 3/19/19
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 5/06/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:
- 972 5/6/2019 - 3860 - Request for Submission

Additional Text: MOTION TO SUBSTITUTE PARTY - PEDERSON FILED 3/19/19 - Transaction 7254464 - Approved By: CSULEZIC : 05-06-2019:12:26:12
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 5/06/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:

973 5/6/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7254474 - Approved By: NOREVIEW : 05-06-2019:12:27:19

974 5/6/2019 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO EXCEED PAGE LIMIT IN DEFENDANTS' REPLY IN SUPPORT OF MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT - Transaction 7255794 - Approved By: YVILORIA : 05-07-2019:08:56:15

975 5/6/2019 - 3860 - Request for Submission

Additional Text: REQUEST FOR SUBMISSION - Transaction 7255850 - Approved By: YVILORIA : 05-07-2019:09:05:22
DOCUMENT TITLE: DEFENDANTS PAGE LIMIT MOTION
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 5-7-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

976 5/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7256245 - Approved By: NOREVIEW : 05-07-2019:08:57:47

977 5/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7256331 - Approved By: NOREVIEW : 05-07-2019:09:09:52

978 5/8/2019 - 3060 - Ord Granting Mtn ...

Additional Text: ORDER GRANTING MOTION TO SUBSTITUTE PARTY-WEISS - Transaction 7259594 - Approved By: NOREVIEW : 05-08-2019:11:41:13

979 5/8/2019 - S200 - Request for Submission Complet

Additional Text: ORDER GRANTING MOTION TO SUBSTITUTE PARTY-WEISS FILED MAY 8, 2019

980 5/8/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7259596 - Approved By: NOREVIEW : 05-08-2019:11:42:46

981 5/8/2019 - 3060 - Ord Granting Mtn ...

Additional Text: ORDER GRANTING MOTION TO SUBSTITUTE PARTY-PEDERSON - Transaction 7259692 - Approved By: NOREVIEW : 05-08-2019:12:05:13

982 5/8/2019 - S200 - Request for Submission Complet

Additional Text: ORDER GRANTING MOTION TO SUBSTITUTE PARTY-PEDERSON FILED MAY 8, 2019

983 5/8/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7259696 - Approved By: NOREVIEW : 05-08-2019:12:06:15

984 5/8/2019 - 3060 - Ord Granting Mtn ...

Additional Text: ORDER GRANTING MOTION TO SUBSTITUTE PARTY-THOMAS - Transaction 7259734 - Approved By: NOREVIEW : 05-08-2019:12:20:35

985 5/8/2019 - S200 - Request for Submission Complet

Additional Text: ORDER GRANTING MOTION TO SUBSTITUTE PARTY-THOMAS FILED MAY 8, 2019

986 5/8/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7259736 - Approved By: NOREVIEW : 05-08-2019:12:21:35

987 5/8/2019 - 2610 - Notice ...
Additional Text: NOTICE OF FEDERAL ORDER AND JUDGMENT - Transaction 7260788 - Approved By: YVILORIA : 05-09-2019:08:37:41

988 5/9/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7261230 - Approved By: NOREVIEW : 05-09-2019:08:42:02

989 5/13/2019 - 2610 - Notice ...
Additional Text: DEFENDANTS' NOTICE OF WITHDRAWAL OF MOTION FOR LEAVE TO EXCEED PAGE LIMIT IN DEFENDANTS' REPLY IN SUPPORT OF MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT - Transaction 7267123 - Approved By: YVILORIA : 05-13-2019:16:01:15

990 5/13/2019 - 3696 - Pre-Trial Order
Additional Text: Transaction 7267169 - Approved By: NOREVIEW : 05-13-2019:15:42:43

991 5/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7267180 - Approved By: NOREVIEW : 05-13-2019:15:46:03

992 5/13/2019 - 2840 - Ord Denying ...
Additional Text: ORDER DENYING MOTION FOR LEAVE TO EXCEED PAGE LIMIT AS MOOT - Transaction 7267259 - Approved By: NOREVIEW : 05-13-2019:15:55:09

993 5/13/2019 - S200 - Request for Submission Complet
Additional Text: ORDER DENYING MOTION FOR LEAVE TO EXCEED PAGE LIMIT AS MOOT FILED MAY 13, 2019

994 5/13/2019 - 2842 - Ord Denying Motion
Additional Text: ORDER DENYING MOTION FOR RECONSIDERATION - Transaction 7267295 - Approved By: NOREVIEW : 05-13-2019:16:00:56

995 5/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7267292 - Approved By: NOREVIEW : 05-13-2019:16:00:41

996 5/13/2019 - S200 - Request for Submission Complet
Additional Text: ORDER DENYING MOTION FOR RECONSIDERATION FILED MAY 13, 2019

997 5/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7267315 - Approved By: NOREVIEW : 05-13-2019:16:03:43

998 5/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7267314 - Approved By: NOREVIEW : 05-13-2019:16:03:44

999 5/16/2019 - 3860 - Request for Submission
Additional Text: Transaction 7275025 - Approved By: JWRIGHT : 05-17-2019:09:25:59
DOCUMENT TITLE: Defendants' Motion To Set Aside Judgment Or In The Alternative To Amend Judgment
PARTY SUBMITTING: DAVID MCELHINNEY
DATE SUBMITTED: 05/17/2019
SUBMITTED BY: JWRIGHT
DATE RECEIVED JUDGE OFFICE:

1,000 5/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7275507 - Approved By: NOREVIEW : 05-17-2019:09:27:20

1,001 5/17/2019 - 2540 - Notice of Entry of Ord
Additional Text: Re Motion For Reconsideration - Transaction 7276260 - Approved By: NOREVIEW : 05-17-2019:12:57:14

1,002 5/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7276264 - Approved By: NOREVIEW : 05-17-2019:12:58:30

- 1,003 5/22/2019 - 2490 - Motion ...
Additional Text: DEFENDANTS' MOTION FOR PERMISSION TO MAKE SPECIAL ASSESSMENT AND COLLECT DEEP CLEANING FEE - Transaction 7282238 - Approved By: CSULEZIC : 05-22-2019:10:43:50
- 1,004 5/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7282518 - Approved By: NOREVIEW : 05-22-2019:10:48:54
- 1,005 5/23/2019 - 2490 - Motion ...
Additional Text: MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING DEEP CLEANING FEE DISGORGEMENT AND DEEP CLEANING FEE CHARGE GOING FORWARD, DAILY USE FEE DISGORGEMENT, RECALCULATION OF FEES PROVIDED BY PREVIOUS RECEIVER AND DEFENDANTS' ABILITY TO IMPLEMENT A SPECIAL ASSESSMENT AGAINST PLAINTIFFS - Transaction 7285885 - Approved By: YVILORIA : 05-23-2019:13:41:01
- 1,006 5/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7286046 - Approved By: NOREVIEW : 05-23-2019:13:44:00
- 1,007 5/23/2019 - 2270 - Mtn to Compel...
Additional Text: PLAINTIFFS' THIRD MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 7286417 - Approved By: YVILORIA : 05-23-2019:16:42:35
- 1,008 5/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7286906 - Approved By: NOREVIEW : 05-23-2019:16:51:39
- 1,009 5/23/2019 - 3835 - Report...
Additional Text: RECEIVER'S REPORT RE GSRUOA, AS OF MAY 22, 2019, DATED MAY 23 - Transaction 7286981 - Approved By: YVILORIA : 05-24-2019:09:03:26
- 1,010 5/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7287292 - Approved By: NOREVIEW : 05-24-2019:09:04:54
- 1,011 5/24/2019 - 3060 - Ord Granting Mtn ...
Additional Text: ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7288409 - Approved By: NOREVIEW : 05-24-2019:13:34:32
- 1,012 5/24/2019 - S200 - Request for Submission Complet
Additional Text: ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER FILED MAY 24, 2019
- 1,013 5/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7288413 - Approved By: NOREVIEW : 05-24-2019:13:35:30
- 1,014 5/30/2019 - 2545 - Notice of Entry ...
Additional Text: Transaction 7296438 - Approved By: NOREVIEW : 05-30-2019:16:17:37
- 1,015 5/30/2019 - 2545 - Notice of Entry ...
Additional Text: Transaction 7296445 - Approved By: NOREVIEW : 05-30-2019:16:18:37
- 1,016 5/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7296448 - Approved By: NOREVIEW : 05-30-2019:16:18:56
- 1,017 5/30/2019 - 2545 - Notice of Entry ...
Additional Text: Transaction 7296457 - Approved By: NOREVIEW : 05-30-2019:16:20:10
- 1,018 5/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7296460 - Approved By: NOREVIEW : 05-30-2019:16:20:23
- 1,019 5/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7296465 - Approved By: NOREVIEW : 05-30-2019:16:21:27

1,020 6/3/2019 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR PERMISSION TO MAKE SPECIAL ASSESSMENT AND COLLECT DEEP CLEANING FEE - Transaction 7301097 - Approved By: YVILORIA : 06-03-2019:16:54:54

1,021 6/3/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7301523 - Approved By: NOREVIEW : 06-03-2019:16:56:38

1,022 6/10/2019 - MIN - ***Minutes

Additional Text: 5/9/2019: Discovery Dispute Conference - Transaction 7311431 - Approved By: NOREVIEW : 06-10-2019:08:21:30

1,023 6/10/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7311436 - Approved By: NOREVIEW : 06-10-2019:08:22:41

1,024 6/10/2019 - 2645 - Opposition to Mtn ...

Additional Text: DFX: ALPHABETICAL EXHIBITS AND EXC NO COVER PAGE - DEFENDANTS' OPPOSITION TO MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING DEEP CLEANING FEE DISGORGEMENT AND DEEP CLEANING FEE CHARGE GOING FORWARD, DAILY USE FEE DISGORGEMENT, RECALCULATION OF FEES PROVIDED BY PREVIOUS RECEIVE AND DEFENDANTS' ABILITY TO IMPLEMENT A SPECIAL ASSESSMENT AGAINST PLAINTIFFS - Transaction 7312188 - Approved By: YVILORIA : 06-10-2019:13:04:47

1,025 6/10/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7312489 - Approved By: NOREVIEW : 06-10-2019:13:08:10

1,026 6/10/2019 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR PERMISSION TO MAKE SPECIAL ASSESSMENT AND COLLECT DEEP CLEANING FEE - Transaction 7313365 - Approved By: CSULEZIC : 06-11-2019:09:12:07

1,027 6/10/2019 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' THIRD MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 7313530 - Approved By: CSULEZIC : 06-11-2019:10:06:00

1,028 6/11/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7313846 - Approved By: NOREVIEW : 06-11-2019:09:13:45

1,029 6/11/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7314075 - Approved By: NOREVIEW : 06-11-2019:10:07:31

1,030 6/18/2019 - 2545 - Notice of Entry ...

Additional Text: Transaction 7326160 - Approved By: NOREVIEW : 06-18-2019:09:15:43

1,031 6/18/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7326173 - Approved By: NOREVIEW : 06-18-2019:09:17:06

1,032 6/21/2019 - 2490 - Motion ...

Additional Text: DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING RESERVE AMOUNTS - Transaction 7334682 - Approved By: YVILORIA : 06-21-2019:13:08:11

1,033 6/21/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7334844 - Approved By: NOREVIEW : 06-21-2019:13:09:47

1,034 6/24/2019 - 2490 - Motion ...

Additional Text: DEFENDANTS' MOTION FOR PROTECTIVE ORDER - Transaction 7336977 - Approved By: CSULEZIC : 06-24-2019:13:37:34

1,035 6/24/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7337151 - Approved By: NOREVIEW : 06-24-2019:13:39:13

1,036 6/24/2019 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING DEEP CLEANING FEE DISGORGEMENT AND DEEP CLEANING FEE CHARGE GOING FORWARD, DAILY USE FEE DISGORGEMENT, RECALCULATION OF FEES PROVIDED BY PREVIOUS RECEIVER AND DEFENDANTS' ABILITY TO IMPLEMENT A SPECIAL ASSESSMENT AGAINST PLAINTIFFS - Transaction 7338111 - Approved By: YVILORIA : 06-25-2019:08:19:03

1,037 6/25/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7338478 - Approved By: NOREVIEW : 06-25-2019:08:20:29

1,038 6/25/2019 - 3347 - Ord to Set

Additional Text: ORDER TO SET HEARING ON MOTION TO SET ASIDE JUDGMENT - Transaction 7339407 - Approved By: NOREVIEW : 06-25-2019:12:41:35

1,039 6/25/2019 - S200 - Request for Submission Complet

Additional Text: ORDER TO SET HEARING ON DEFENDANT'S MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT FILED JUNE 25, 2019

1,040 6/25/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7339408 - Approved By: NOREVIEW : 06-25-2019:12:42:35

1,041 6/25/2019 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF PLAINTIFFS' THIRD MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 7340372 - Approved By: YVILORIA : 06-25-2019:16:29:36

1,042 6/25/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7340529 - Approved By: NOREVIEW : 06-25-2019:16:31:03

1,043 6/26/2019 - 3860 - Request for Submission

Additional Text: REQUEST FOR SUBMISSION - Transaction 7341668 - Approved By: YVILORIA : 06-26-2019:11:41:12
DOCUMENT TITLE: THIRD MOTION TO COMPEL DISCOVERY RESPONSES
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 6-26-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,044 6/26/2019 - 3860 - Request for Submission

Additional Text: REQUEST FOR SUBMISSION - Transaction 7341668 - Approved By: YVILORIA : 06-26-2019:11:41:12
DOCUMENT TITLE: MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING DEEP CLEANING FEE DISGORGEMENT AND DEEP CLEANING FEE CHARGE GOING FORWARD, DAILY USE FEE DISGORGEMENT, RECALCULATION OF FEES PROVIDED BY PREVIOUS RECEIVER AND DEFENDANTS' ABILITY TO IMPLEMENT A SPECIAL ASSESSMENT AGAINST PLAINTIFFS
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 6-26-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,045 6/26/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7341912 - Approved By: NOREVIEW : 06-26-2019:11:45:41

1,046 6/27/2019 - 1250E - Application for Setting eFile

Additional Text: FOR HEARING ON DEFENDANT'S MOTION TO SET ASIDE JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT SET FOR JULY 25, 2019, AT 2:00 P.M. - Transaction 7344358 - Approved By: NOREVIEW : 06-27-2019:11:13:46

1,047 6/27/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7344371 - Approved By: NOREVIEW : 06-27-2019:11:16:29

1,048 6/28/2019 - 2490 - Motion ...

Additional Text: DEFENDANTS' MOTION FOR CLARIFICATION OF THE OCTOBER 9, 2015 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT - Transaction 7347762 - Approved By: CVERA : 06-28-2019:16:19:39

1,049 6/28/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7348064 - Approved By: NOREVIEW : 06-28-2019:16:22:17

1,050 7/1/2019 - 2490 - Motion ...
Additional Text: PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AND FOR INSTRUCTIONS TO RECEIVER - Transaction 7350758 -
Approved By: YVILORIA : 07-01-2019:16:54:44

1,051 7/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7350830 - Approved By: NOREVIEW : 07-01-2019:16:59:52

1,052 7/2/2019 - 3835 - Report...
Additional Text: Receiver's Report Re GSRUOA, May 23 - June 30, 2019 - Transaction 7352000 - Approved By: NOREVIEW :
07-02-2019:12:24:52

1,053 7/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7352005 - Approved By: NOREVIEW : 07-02-2019:12:26:13

1,054 7/2/2019 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING RESERVE AMOUNTS - Transaction 7353173
- Approved By: YVILORIA : 07-02-2019:16:12:53

1,055 7/2/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7353207 - Approved By: NOREVIEW : 07-02-2019:16:13:59

1,056 7/10/2019 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR PROTECTIVE ORDER - Transaction 7365193 - Approved By: YVILORIA :
07-10-2019:13:10:09

1,057 7/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7365255 - Approved By: NOREVIEW : 07-10-2019:13:11:16

1,058 7/10/2019 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION FOR CLARIFICATION OF THE OCTOBER 9, 2015 FINDINGS OF FACT CONCLUSIONS OF LAW,
AND JUDGMENT - Transaction 7365884 - Approved By: YVILORIA : 07-10-2019:15:18:07

1,059 7/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7366023 - Approved By: NOREVIEW : 07-10-2019:15:21:49

1,060 7/10/2019 - 4301 - Withdrawal of Motion
Additional Text: NOTICE OF WITHDRAWAL OF MOTION WITHOUT PREJUDICE - Transaction 7366251 - Approved By: YVILORIA :
07-10-2019:15:55:29

1,061 7/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7366278 - Approved By: NOREVIEW : 07-10-2019:15:56:52

1,062 7/11/2019 - 3795 - Reply...
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING RESERVE AMOUNTS -
Transaction 7368093 - Approved By: CSULEZIC : 07-11-2019:14:26:56

1,063 7/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7368238 - Approved By: NOREVIEW : 07-11-2019:14:28:31

1,064 7/15/2019 - 3795 - Reply...
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR CLARIFICATION OF THE OCTOBER 9, 2015 FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND JUDGMENT - Transaction 7372045 - Approved By: CSULEZIC : 07-15-2019: 11:15:53

1,065 7/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7372496 - Approved By: NOREVIEW : 07-15-2019:11:19:17

1,066 7/22/2019 - 3795 - Reply...
Additional Text: Defendants Reply In Support of Motion For Protective Order - Transaction 7385249 - Approved By: CSULEZIC :
07-22-2019:11:24:11

- 1,067 7/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7385287 - Approved By: NOREVIEW : 07-22-2019:11:26:20
- 1,068 7/26/2019 - MIN - ***Minutes
Additional Text: 7/25/19 - HRG ON MOTION TO SET ASIDE - Transaction 7395974 - Approved By: NOREVIEW : 07-26-2019:10:09:14
- 1,069 7/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7395982 - Approved By: NOREVIEW : 07-26-2019:10:10:40
- 1,070 8/5/2019 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 7412038 - Approved By: NOREVIEW : 08-05-2019:14:58:40
- 1,071 8/5/2019 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 1,072 8/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7412062 - Approved By: NOREVIEW : 08-05-2019:15:00:53
- 1,073 8/5/2019 - 4185 - Transcript
Additional Text: Hearing on Motion to Set Aside Judgment - Transaction 7412248 - Approved By: NOREVIEW : 08-05-2019:15:47:58
- 1,074 8/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7412271 - Approved By: NOREVIEW : 08-05-2019:15:50:34
- 1,075 8/13/2019 - 2620 - Obj to Master's Recommendation
Additional Text: DEFENDANTS' OBJECTION TO DISCOVERY COMMISSIONER'S AUGUST 5, 2019 RECOMMENDATION FOR ORDER - Transaction 7427393 - Approved By: YVILORIA : 08-13-2019:16:31:00
- 1,076 8/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7427499 - Approved By: NOREVIEW : 08-13-2019:16:34:24
- 1,077 8/21/2019 - 3880 - Response...
Additional Text: PLAINTIFFS' RESPONSE TO DEENDANTS' OBJECTION TO DISCOVERY COMMISSIONER'S AUGUST 5, 2019 RECOMMENDATION FOR ORDER - Transaction 7442744 - Approved By: YVILORIA : 08-21-2019:15:27:02
- 1,078 8/21/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7443021 - Approved By: NOREVIEW : 08-21-2019:15:31:42
- 1,079 9/3/2019 - 3347 - Ord to Set
Additional Text: ORDER TO SET HEARING ON MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7462981 - Approved By: NOREVIEW : 09-03-2019:13:22:43
- 1,080 9/3/2019 - S200 - Request for Submission Complet
Additional Text: ORDER TO SET HEARING ON MOTION FOR INSTRUCTIONS TO RECEIVER FILED SEPTEMBER 3, 2019
- 1,081 9/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7462985 - Approved By: NOREVIEW : 09-03-2019:13:23:56
- 1,082 9/10/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF DEFENDANTS MOTION FOR PERMISSION TO MAKE SPECIAL ASSESSMENT AND COLLECT DEEP CLEANING FEE - Transaction 7476096 - Approved By: NOREVIEW : 09-10-2019:11:38:38
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 9/10/19
SUBMITTED BY: CS
DATE RECEIVED JUDGE OFFICE:

1,083 9/10/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7476098 - Approved By: NOREVIEW : 09-10-2019:11:39:36

1,084 9/10/2019 - 3860 - Request for Submission

Additional Text: REQUEST FOR SUBMISSION OF DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING RESERVE AMOUNTS - Transaction 7476171 - Approved By: NOREVIEW : 09-10-2019:11:56:09

PARTY SUBMITTING: DAVID MCELHINNEY ESQ

DATE SUBMITTED: 9/10/19

SUBMITTED BY: CS

DATE RECEIVED JUDGE OFFICE:

1,085 9/10/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7476180 - Approved By: NOREVIEW : 09-10-2019:11:57:33

1,086 9/10/2019 - 3860 - Request for Submission

Additional Text: Of Defendants' Motion For Protective Order - Transaction 7477413 - Approved By: NOREVIEW : 09-10-2019:16:40:19

DOCUMENT TITLE: DEFENDANTS' MOTION FOR PROTECTIVE ORDER, FILED ON JUNE 24, 2019; PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR PROTECTIVE ORDER, FILED ON JULY 10, 2019; AND DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR PROTECTIVE ORDER, FILED ON JULY 22, 2019 (NO ORDER PROVIDED)

PARTY SUBMITTING: DAVID MCELHINNEY, ESQ

DATE SUBMITTED: 9/10/19

SUBMITTED BY: SWOLFE

DATE RECEIVED JUDGE OFFICE:

1,087 9/10/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7477424 - Approved By: NOREVIEW : 09-10-2019:16:41:47

1,088 9/10/2019 - 3860 - Request for Submission

Additional Text: Transaction 7477544 - Approved By: NOREVIEW : 09-10-2019:17:07:07

DOCUMENT TITLE: DEFENDANTS' MOTION FOR CLARIFICATION OF THE 10/9/15 FINDINGS OF FACT, CONCLUSION OF LAW, AND JUDGMENT, FILED ON 6/28/19; PLAINTIFFS' OPPOSITION TO MOTION FOR CLARIFICATION OF THE 10/9/15 FINDINGS OF FACT, CONCLUSION OF LAW, AND JUDGMENT, FILED ON 7/10/19; AND DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR CLARIFICATION OF THE 10/9/15 FINDINGS OF FACT, CONCLUSION OF LAW, AND JUDGMENT, FILED ON 7/15/19

PARTY SUBMITTING: DAVID MCELHINNEY, ESQ

DATE SUBMITTED: 9/10/19

SUBMITTED BY: SWOLFE

DATE RECEIVED JUDGE OFFICE:

1,089 9/10/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7477546 - Approved By: NOREVIEW : 09-10-2019:17:08:16

1,090 9/10/2019 - 3860 - Request for Submission

Additional Text: Transaction 7477570 - Approved By: NOREVIEW : 09-10-2019:17:21:57

DOCUMENT TITLE: DEFENDANTS' OBJECTION TO DISCOVERY COMMISSIONER'S AUGUST 5, 2019 RECOMMENDATION FOR ORDER, FILED ON AUGUST 13, 2019; AND PLAINTIFFS' RESPONSE TO DEFENDANTS' OBJECTION TO DISCOVERY COMMISSIONER'S AUGUST 5, 2019 RECOMMENDATION FOR ORDER, FILED ON AUGUST 21, 2019 (NO ORDER PROVIDED)

PARTY SUBMITTING: DAVID MCELHINNEY, ESQ

DATE SUBMITTED: 9/10/19

SUBMITTED BY: SWOLFE

DATE RECEIVED JUDGE OFFICE:

1,091 9/10/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7477571 - Approved By: NOREVIEW : 09-10-2019:17:22:57

1,092 9/12/2019 - 1250E - Application for Setting eFile

Additional Text: FOR HEARING ON TWO MOTIONS FOR INSTRUCTIONS TO RECEIVER AND MOTION FOR PERMISSION TO MAKE SPECIAL ASSESSMENT DEEP CLEANING FEE SET FOR OCTOBER 14, 2019, AT 8:30 A.M. - Transaction 7480651 - Approved By: NOREVIEW : 09-12-2019:10:39:58

1,093 9/12/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7480655 - Approved By: NOREVIEW : 09-12-2019:10:41:08

1,094 9/12/2019 - 3242 - Ord Setting Hearing

Additional Text: ORDER SETTING HEARING ON MOTIONS FOR OCTOBER 30, 2019, AT 1:30 P.M. - Transaction 7481465 - Approved By: NOREVIEW : 09-12-2019:13:45:56

1,095 9/12/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7481475 - Approved By: NOREVIEW : 09-12-2019:13:47:15

1,096 9/12/2019 - S200 - Request for Submission Complet

Additional Text: HEARING SET FOR OCTOBER 30, 2019, AT 1:30 P.M.

1,097 9/12/2019 - S200 - Request for Submission Complet

Additional Text: HEARING SET FOR OCTOBER 30, 2019, AT 1:30 P.M.

1,098 9/12/2019 - S200 - Request for Submission Complet

Additional Text: HEARING SET FOR OCTOBER 30, 2019, AT 1:30 P.M.

1,099 9/17/2019 - 3835 - Report...

Additional Text: Transaction 7487431 - Approved By: NOREVIEW : 09-17-2019:09:17:22

1,100 9/17/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7487437 - Approved By: NOREVIEW : 09-17-2019:09:18:41

1,101 10/2/2019 - 2842 - Ord Denying Motion

Additional Text: ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGMENT - Transaction 7516785 - Approved By: NOREVIEW : 10-02-2019:14:57:54

1,102 10/2/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7516791 - Approved By: NOREVIEW : 10-02-2019:14:59:08

1,103 10/2/2019 - S200 - Request for Submission Complet

No additional text exists for this entry.

1,104 10/2/2019 - 2545 - Notice of Entry ...

Additional Text: Transaction 7517307 - Approved By: NOREVIEW : 10-02-2019:16:57:08

1,105 10/2/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7517311 - Approved By: NOREVIEW : 10-02-2019:16:58:17

1,106 10/7/2019 - 3835 - Report...

Additional Text: DFX: EXHIBIT FILED WITHOUT COVER PAGE - RECIEVER'S REPORT - Re GSRUOA, For The Period From Sept. 1 Through Sept. 30, 2019 - Transaction 7525392 - Approved By: NOREVIEW : 10-07-2019:16:58:20

1,107 10/7/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7525400 - Approved By: NOREVIEW : 10-07-2019:17:01:52

1,108 10/14/2019 - 2175 - Mtn for Reconsideration

Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGMENT - Transaction 7536963 - Approved By: YVILORIA : 10-14-2019:16:14:49

1,109 10/14/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7536971 - Approved By: NOREVIEW : 10-14-2019:16:16:15

1,110 10/22/2019 - MIN - ***Minutes

Additional Text: 10/22/2019: Discovery Dispute Conference. - Transaction 7551884 - Approved By: NOREVIEW : 10-22-2019:15:29:37

1,111 10/22/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7551901 - Approved By: NOREVIEW : 10-22-2019:15:31:36

- 1,112 10/22/2019 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 7552042 - Approved By: NOREVIEW : 10-22-2019:15:51:12
- 1,113 10/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7552051 - Approved By: NOREVIEW : 10-22-2019:15:52:40
- 1,114 10/22/2019 - S200 - Request for Submission Complet
Additional Text: Recommendation for Order filed 10/22/19 for Defendant's Motion for Protective Order Submitted on 7/24/19
D. SPINELLA
- 1,115 10/29/2019 - 2490 - Motion ...
Additional Text: MOTION TO TERMINATE UNIT RENTAL AGREEMENT - Transaction 7561325 - Approved By: YVILORIA : 10-29-2019:13:05:35
- 1,116 10/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7561657 - Approved By: NOREVIEW : 10-29-2019:13:07:35
- 1,117 10/29/2019 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING
MOTION TO SET ASIDE OR AMEND JUDGMENT - Transaction 7562375 - Approved By: YVILORIA : 10-29-2019:15:47:33
- 1,118 10/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7562389 - Approved By: NOREVIEW : 10-29-2019:15:48:57
- 1,119 10/31/2019 - MIN - ***Minutes
Additional Text: 10/30/19 - ORAL ARGUMENTS - Transaction 7565821 - Approved By: NOREVIEW : 10-31-2019:10:32:34
- 1,120 10/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7565827 - Approved By: NOREVIEW : 10-31-2019:10:33:58
- 1,121 11/1/2019 - 2690 - Ord Affirming Master Recommend
Additional Text: ORDER AFFIRMING MASTER'S RECOMMENDATION OF AUGUST 5, 2019 - Transaction 7568436 - Approved By:
NOREVIEW : 11-01-2019:14:37:29
- 1,122 11/1/2019 - S200 - Request for Submission Complet
Additional Text: ORDER AFFIRMING MASTER'S RECOMMENDATION FILED NOVEMBER 1, 2019
- 1,123 11/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7568459 - Approved By: NOREVIEW : 11-01-2019:14:40:37
- 1,124 11/4/2019 - 4080 - Suggestion of Death on Record
Additional Text: SUGGESTION OF DEATH UPON THE RECORD - Transaction 7569878 - Approved By: YVILORIA : 11-04-2019:10:46:26
- 1,125 11/4/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7569977 - Approved By: NOREVIEW : 11-04-2019:10:48:23
- 1,126 11/6/2019 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - RE GSRUOAAS OF OCTOBER 31, 2019 DATED NOVEMBER 4, 2019 Transaction 7575067 -
Approved By: NOREVIEW : 11-06-2019:10:26:25
- 1,127 11/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7575078 - Approved By: NOREVIEW : 11-06-2019:10:28:19
- 1,128 11/6/2019 - 4185 - Transcript
Additional Text: Hearing on Motions - Transaction 7576251 - Approved By: NOREVIEW : 11-06-2019:16:20:04
- 1,129 11/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7576252 - Approved By: NOREVIEW : 11-06-2019:16:22:18

- 1,130 11/11/2019 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGMENT - Transaction 7581942 - Approved By: YVILORIA : 11-12-2019:10:50:44
- 1,131 11/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7582561 - Approved By: NOREVIEW : 11-12-2019:10:52:24
- 1,132 11/12/2019 - 2690 - Ord Affirming Master Recommend
Additional Text: Transaction 7583148 - Approved By: NOREVIEW : 11-12-2019:13:13:55
- 1,133 11/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7583156 - Approved By: NOREVIEW : 11-12-2019:13:17:30
- 1,134 11/12/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7584253 - Approved By: NOREVIEW : 11-12-2019:16:22:57
- 1,135 11/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7584261 - Approved By: NOREVIEW : 11-12-2019:16:24:07
- 1,136 11/12/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7584263 - Approved By: NOREVIEW : 11-12-2019:16:24:18
- 1,137 11/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7584267 - Approved By: NOREVIEW : 11-12-2019:16:25:44
- 1,138 11/12/2019 - 3860 - Request for Submission
Additional Text: Transaction 7584429 - Approved By: NOREVIEW : 11-12-2019:17:00:19
DOCUMENT TITLE: DEFT MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGMENT FILED 10/14/19; PLTF OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGMENT FILED 10/29/19; DEFT REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGMENT FILED 11/11/19 (NO ORDER)
PARTY SUBMITTING: DAVID MCELHINNEY, ESQ
DATE SUBMITTED: 11/12/19
SUBMITTED BY: SWOLFE
DATE RECEIVED JUDGE OFFICE:
- 1,139 11/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7584436 - Approved By: NOREVIEW : 11-12-2019:17:02:02
- 1,140 11/18/2019 - 2645 - Opposition to Mtn ...
Additional Text: Transaction 7594609 - Approved By: BBLOUGH : 11-18-2019:16:29:51
- 1,141 11/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7594707 - Approved By: NOREVIEW : 11-18-2019:16:35:05
- 1,142 11/19/2019 - 2490 - Motion ...
Additional Text: MOTION TO SUBSTITUTE PARTY - TORABKHAN Transaction 7597524 - Approved By: BBLOUGH : 11-19-2019:16:39:31
- 1,143 11/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7597607 - Approved By: NOREVIEW : 11-19-2019:16:45:50
- 1,144 11/20/2019 - 2010 - Mtn for Attorney's Fee
Additional Text: Transaction 7598313 - Approved By: NOREVIEW : 11-20-2019:09:59:04

1,145 11/20/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7598318 - Approved By: NOREVIEW : 11-20-2019:10:00:35

1,146 12/5/2019 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR FEES PURSUANT TO NRCP 37 - Transaction 7622920 -
Approved By: BBLOUGH : 12-05-2019:16:41:54

1,147 12/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7623148 - Approved By: NOREVIEW : 12-05-2019:16:47:37

1,148 12/10/2019 - 3835 - Report...
Additional Text: Receiver's Report for Period from November 1 Through November 30, 2019 - Transaction 7629177 - Approved By:
NOREVIEW : 12-10-2019:10:56:04

1,149 12/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7629187 - Approved By: NOREVIEW : 12-10-2019:10:57:55

1,150 12/12/2019 - 3860 - Request for Submission
Additional Text: Transaction 7635527 - Approved By: NOREVIEW : 12-12-2019:14:04:50
DOCUMENT TITLE: MOTION TO SUBSTITUTE PARTY - TORABKHAM
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 12-12-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,151 12/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7635538 - Approved By: NOREVIEW : 12-12-2019:14:08:28

1,152 12/12/2019 - 3060 - Ord Granting Mtn ...
Additional Text: ORDER GRANTING MOTION TO SUBSTITUTE PARTY-TORABKHAN - Transaction 7636391 - Approved By: NOREVIEW :
12-12-2019:16:48:26

1,153 12/12/2019 - S200 - Request for Submission Complet
Additional Text: ORDER GRANTING MOTION TO SUBSTITUTE PARTY-TORABKHAN FILED DECEMBER 12, 2019

1,154 12/12/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7636413 - Approved By: NOREVIEW : 12-12-2019:16:51:20

1,155 12/16/2019 - 2840 - Ord Denying ...
Additional Text: ORDER DENYING LEAVE TO FILE MOTION FOR RECONSIDERATION - Transaction 7640986 - Approved By: NOREVIEW
: 12-16-2019:16:07:15

1,156 12/16/2019 - S200 - Request for Submission Complet
Additional Text: ORDER DENYING LEAVE TO FILE MOTION FOR RECONSIDERATION FILED DECEMBER 16, 2019

1,157 12/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7641026 - Approved By: NOREVIEW : 12-16-2019:16:12:50

1,158 12/20/2019 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO TERMINATE UNIT RENTAL AGREEMENT - Transaction 7650948 - Approved By:
BBLOUGH : 12-20-2019:15:13:05

1,159 12/20/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7651008 - Approved By: NOREVIEW : 12-20-2019:15:14:50

1,160 12/23/2019 - 3860 - Request for Submission

Additional Text: Transaction 7652568 - Approved By: NOREVIEW : 12-23-2019:12:30:46
DOCUMENT TITLE: MOTION TO TERMINATE UNIT RENTAL AGREEMENT (NO ORDER PROVIDED)
PARTY SUBMITTING: DAVID C. MCELHINNEY, ESQ
DATE SUBMITTED: DECEMBER 23, 2019
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:

1,161 12/23/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7652570 - Approved By: NOREVIEW : 12-23-2019:12:31:53

1,162 12/23/2019 - 3790 - Reply to/in Opposition

Additional Text: REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES - Transaction 7653809 - Approved By: YVILORIA : 12-24-2019:08:54:19

1,163 12/24/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7654048 - Approved By: NOREVIEW : 12-24-2019:08:57:13

1,164 12/26/2019 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 7656372 - Approved By: NOREVIEW : 12-26-2019:14:32:45

1,165 12/26/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7656375 - Approved By: NOREVIEW : 12-26-2019:14:33:42

1,166 12/27/2019 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 7657037 - Approved By: NOREVIEW : 12-27-2019:09:46:50

1,167 12/27/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7657054 - Approved By: NOREVIEW : 12-27-2019:09:49:31

1,168 12/30/2019 - 2490 - Motion ...

Additional Text: MOTION FOR LEAVE TO FILE SUR-REPLY IN SUPPORT OF OPPOSITION TO MOTION TO TERMINATE UNIT RENTAL AGREEMENT - Transaction 7660016 - Approved By: BBLOUGH : 12-30-2019:16:24:48

1,169 12/30/2019 - NEF - Proof of Electronic Service

Additional Text: Transaction 7660104 - Approved By: NOREVIEW : 12-30-2019:16:27:16

1,170 1/7/2020 - 3980 - Stip and Order...

Additional Text: STIPULATED PROTECTIVE ORDER CONCERNING CONFIDENTIAL INFORMATION PRODUCED ON OR AFTER SEPTEMBER 25, 2019 - Transaction 7671957 - Approved By: NOREVIEW : 01-07-2020:13:01:44

1,171 1/7/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7671966 - Approved By: NOREVIEW : 01-07-2020:13:03:27

1,172 1/10/2020 - 3835 - Report...

Additional Text: RECEIVER'S REPORT RE GSRUOAAS OF DECEMBER 31, 2019, DATED JANUARY 9, 2020 - Transaction 7679967 - Approved By: NOREVIEW : 01-10-2020:13:55:28

1,173 1/10/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7679972 - Approved By: NOREVIEW : 01-10-2020:13:57:02

1,174 1/13/2020 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO PLAINTIFFS' MOTION TO FILE SUR-REPLY - Transaction 7682719 - Approved By: YVILORIA : 01-13-2020:14:53:56

1,175 1/13/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7682738 - Approved By: NOREVIEW : 01-13-2020:14:55:22

1,176 1/24/2020 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE SUR-REPLY IN SUPPORT OF OPPOSITION TO MOTION TO TERMINATE UNIT RENTAL AGREEMENT - Transaction 7703938 - Approved By: BBLOUGH : 01-24-2020:15:36:25

- 1,177 1/24/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7704018 - Approved By: NOREVIEW : 01-24-2020:15:37:54
- 1,178 1/28/2020 - 3860 - Request for Submission
Additional Text: Transaction 7707473 - Approved By: NOREVIEW : 01-28-2020:08:55:56
DOCUMENT TITLE: MOTION FOR LEAVE TO FILE SUR-REPLY IN SUPPORT OF OPPOSITION TO MOTION TO TERMINATE UNIT RENTAL AGREEMENT (NO ORDER PROVIDED)
PARTY SUBMITTING: JONATHAN TEW, ESQ
DATE SUBMITTED: JANUARY 28, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:
- 1,179 1/28/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7707487 - Approved By: NOREVIEW : 01-28-2020:08:57:26
- 1,180 2/10/2020 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 7731034 - Approved By: NOREVIEW : 02-10-2020:11:34:50
- 1,181 2/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7731065 - Approved By: NOREVIEW : 02-10-2020:11:41:07
- 1,182 2/12/2020 - 3347 - Ord to Set
Additional Text: ORDER TO SET HEARING ON MOTION TO TERMINATE UNIT RENTAL AGREEMENT - Transaction 7737763 - Approved By: NOREVIEW : 02-12-2020:15:04:31
- 1,183 2/12/2020 - S200 - Request for Submission Complet
Additional Text: ORDER TO SET HEARING FILED FEBRUARY 12, 2020
- 1,184 2/12/2020 - S200 - Request for Submission Complet
Additional Text: ORDER TO SET HEARING FILED FEBRUARY 12, 2020
- 1,185 2/12/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7737773 - Approved By: NOREVIEW : 02-12-2020:15:05:55
- 1,186 2/19/2020 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING ON MOTION TO TERMINATE SET FOR APRIL 8, 2020, AT 9:00 A.M. - Transaction 7747483 - Approved By: NOREVIEW : 02-19-2020:13:05:34
- 1,187 2/19/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7747502 - Approved By: NOREVIEW : 02-19-2020:13:07:47
- 1,188 2/21/2020 - 2490 - Motion ...
Additional Text: MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7753995 - Approved By: YVILORIA : 02-21-2020:16:12:12
- 1,189 2/21/2020 - 2140 - Mtn Ord Shortening Time
Additional Text: EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 7753995 - Approved By: YVILORIA : 02-21-2020:16:12:12
- 1,190 2/21/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7754033 - Approved By: NOREVIEW : 02-21-2020:16:16:29
- 1,191 2/24/2020 - 2610 - Notice ...
Additional Text: RECEIVER'S RESPONSE TO MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7755398 - Approved By: BBLOUGH : 02-24-2020:13:00:45
- 1,192 2/24/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7755564 - Approved By: NOREVIEW : 02-24-2020:13:02:13

1,193 2/26/2020 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7760026 -
Approved By: BBLOUGH : 02-26-2020:09:01:56

1,194 2/26/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7760065 - Approved By: NOREVIEW : 02-26-2020:09:03:40

1,195 2/28/2020 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7766436 - Approved By: BBLOUGH :
02-28-2020:11:50:41

1,196 2/28/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7766469 - Approved By: NOREVIEW : 02-28-2020:11:52:35

1,197 2/28/2020 - 3860 - Request for Submission

Additional Text: Transaction 7766673 - Approved By: NOREVIEW : 02-28-2020:13:00:34
DOCUMENT TITLE: PLAINTIFFS MOTION FOR INSTRUCTIONS TO RECEIVER
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 2-28-2020
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,198 2/28/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7766683 - Approved By: NOREVIEW : 02-28-2020:13:04:13

1,199 3/3/2020 - 3242 - Ord Setting Hearing

Additional Text: ORDER SETTING HEARING ON MOTION FOR INSTRUCTIONS TO RECEIVER SET FOR APRIL 8, 2020, AT 9:00 A.M. -
Transaction 7771516 - Approved By: NOREVIEW : 03-03-2020:12:28:37

1,200 3/3/2020 - S200 - Request for Submission Complet

Additional Text: ORDER SETTING HEARING FILED MARCH 3, 2020

1,201 3/3/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7771524 - Approved By: NOREVIEW : 03-03-2020:12:30:12

1,202 3/4/2020 - 2490 - Motion ...

Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE SUR-REPLY TO PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER -
Transaction 7774594 - Approved By: BBLOUGH : 03-04-2020:15:10:28

1,203 3/4/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7774746 - Approved By: NOREVIEW : 03-04-2020:15:16:09

1,204 3/10/2020 - 3835 - Report...

Additional Text: RECEIVER'S REPORT RE GSRUOAS OF FEBRUARY 29, 2020, DATED MARCH 9, 2020 -Transaction 7784465 -
Approved By: NOREVIEW : 03-10-2020:12:30:19

1,205 3/10/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7784468 - Approved By: NOREVIEW : 03-10-2020:12:33:39

1,206 3/16/2020 - 2490 - Motion ...

Additional Text: PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7794850 - Approved By: BBLOUGH :
03-16-2020:16:17:56

1,207 3/16/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7794986 - Approved By: NOREVIEW : 03-16-2020:16:20:41

1,208 3/17/2020 - 3860 - Request for Submission

Additional Text: Transaction 7796512 - Approved By: NOREVIEW : 03-17-2020:14:10:54
DOCUMENT TITLE: MOTION FOR LEAVE TO FILE SUR-REPLY TO PLAINTIFF'S MOTION FOR INSTRUCTION TO RECEIVER (ORDER ATTACHED)
PARTY SUBMITTING: DAVID MCELHINNEY
DATE SUBMITTED: 3/17/2020
SUBMITTED BY: AZAMORA
DATE RECEIVED JUDGE OFFICE:

1,209 3/17/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7796515 - Approved By: NOREVIEW : 03-17-2020:14:12:03

1,210 3/18/2020 - 2645 - Opposition to Mtn ...

Additional Text: LIMITED OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE SUR-REPLY - Transaction 7798589 - Approved By: BBLOUGH : 03-18-2020:14:29:49

1,211 3/18/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7798702 - Approved By: NOREVIEW : 03-18-2020:14:35:40

1,212 3/30/2020 - 4045 - Stipulation to Continuance

Additional Text: NOTICE ATTACHED - NOTICE OF STRICKEN DOCUMENT FILED MARCH 30, 2020 STRIKING THE STIPULATION TO CONTINUANCE OF APRIL 8, 2020 HEARING TO MAY 20, 2020 FOR THE FOLLOWING REASON:

DOCUMENT DOES NOT HAVE AN AFFIRMATION – WDCR10(c)(1)

of April 8, 2020 Hearing to May 20, 2020 - Transaction 7814383 - Approved By: NOREVIEW : 03-30-2020:11:26:41

1,213 3/30/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7814392 - Approved By: NOREVIEW : 03-30-2020:11:28:27

1,214 3/30/2020 - 2610 - Notice ...

Additional Text: DOCUMENT DOES NOT HAVE AN AFFIRMATION – WDCR10(c)(1)

NOTICE OF STRICKEN DOCUMENT - Transaction 7814572 - Approved By: BBLOUGH : 03-30-2020:12:44:49

1,215 3/30/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7814577 - Approved By: NOREVIEW : 03-30-2020:12:46:30

1,216 3/30/2020 - 4045 - Stipulation to Continuance

Additional Text: Amended Stipulation - Transaction 7814756 - Approved By: NOREVIEW : 03-30-2020:13:50:34

1,217 3/30/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7814759 - Approved By: NOREVIEW : 03-30-2020:13:51:59

1,218 4/2/2020 - S200 - Request for Submission Complet

No additional text exists for this entry.

1,219 4/2/2020 - 2840 - Ord Denying ...

Additional Text: ORDER DENYING MOTION TO FILE SUR-REPLY. - Transaction 7820659 - Approved By: NOREVIEW : 04-02-2020:20:20:19

1,220 4/2/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7820660 - Approved By: NOREVIEW : 04-02-2020:20:21:19

1,221 4/3/2020 - 2645 - Opposition to Mtn ...

Additional Text: FOR INSTRUCTIONS TO RECEIVER - Transaction 7820887 - Approved By: BBLOUGH : 04-03-2020:09:57:56

1,222 4/3/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7820894 - Approved By: NOREVIEW : 04-03-2020:09:59:16

1,223 4/9/2020 - 3835 - Report...

Additional Text: "NOTICE ATTACHED - NOTICE OF STRICKEN DOCUMENT FILED APRIL 9, 2020 STRIKING THE RECEIVER'S REPORT FOR THE FOLLOWING REASON: DOCUMENT DOES NOT HAVE AN AFFIRMATION – WDCR10(c)(1)- (Document should have a district court & cause cover page) Transaction 7828165 - Approved By: NOREVIEW : 04-09-2020:10:28:51

1,224 4/9/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7828173 - Approved By: NOREVIEW : 04-09-2020:10:30:23

1,225 4/9/2020 - 2610 - Notice ...

Additional Text: NOTICE OF STRICKEN DOCUMENT - RECEIVERS REPORT FILED BY DAVID MCELHINNEY ESQ 4-9-2020 - Transaction 7828213 - Approved By: YVILORIA : 04-09-2020:10:42:02

1,226 4/9/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7828219 - Approved By: NOREVIEW : 04-09-2020:10:43:19

1,227 4/9/2020 - 3835 - Report...

Additional Text: RECEIVER'S REPORT RE GSRUOA, FOR THE PERIOD FROM MARCH 1 THROUGH MARCH 31, 2020 - Transaction 7828348 - Approved By: NOREVIEW : 04-09-2020:11:13:35

1,228 4/9/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7828352 - Approved By: NOREVIEW : 04-09-2020:11:14:55

1,229 4/17/2020 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 7839513 - Approved By: CSULEZIC : 04-17-2020:09:52:52

1,230 4/17/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7839525 - Approved By: NOREVIEW : 04-17-2020:09:54:18

1,231 4/17/2020 - 3860 - Request for Submission

Additional Text: Transaction 7839644 - Approved By: NOREVIEW : 04-17-2020:10:23:56
DOCUMENT TITLE: Motion for Instructions to Receiver on March 16, 2020. Defendants' Opposition to Plaintiffs' Motion for Instructions to Receiver was filed April 3, 2020. Plaintiffs filed their Reply in Support of Motion for Instructions to Receiver on April 17, 2020 (NO ORDER)
PARTY SUBMITTING: JARRAD C MILLER, ESQ
DATE SUBMITTED: 4/17/2020
SUBMITTED BY: MDIONICI
DATE RECEIVED JUDGE OFFICE:

1,232 4/17/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7839649 - Approved By: NOREVIEW : 04-17-2020:10:25:29

1,233 4/23/2020 - 3242 - Ord Setting Hearing

Additional Text: ORDER SETTING HEARING ON MOTION FOR INSTRUCTIONS TO RECEIVER FOR MAY 20, 2020, AT 9:00 A.M. - Transaction 7847795 - Approved By: NOREVIEW : 04-23-2020:13:12:35

1,234 4/23/2020 - S200 - Request for Submission Complet

Additional Text: ORDER SETTING HEARING ON MOTION FOR INSTRUCTIONS TO RECEIVER SET FOR MAY 20, 2020, AT 9:00 A.M. AND TO BE HELD WITH OTHER HEARING FILED APRIL 23, 2020

1,235 4/23/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7847800 - Approved By: NOREVIEW : 04-23-2020:13:13:48

1,236 5/6/2020 - 3835 - Report...

Additional Text: RECEIVER'S REPORT RE GSRUOAAS OF APRIL 30, 2020, DATED MAY 5, 2020 Transaction 7863837 - Approved By: NOREVIEW : 05-06-2020:09:20:29

1,237 5/6/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7863840 - Approved By: NOREVIEW : 05-06-2020:09:21:58

1,238 5/11/2020 - 2145 - Mtn Ord to Show Cause

Additional Text: PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE - Transaction 7870887 - Approved By: NOREVIEW : 05-11-2020:14:16:55

1,239 5/11/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7870899 - Approved By: NOREVIEW : 05-11-2020:14:18:40

1,240 5/20/2020 - MIN - ***Minutes

Additional Text: 5/20/2020 - ORAL ARGUMENTS - Transaction 7886012 - Approved By: NOREVIEW : 05-20-2020:14:24:38

1,241 5/20/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7886022 - Approved By: NOREVIEW : 05-20-2020:14:26:01

1,242 5/21/2020 - 2490 - Motion ...

Additional Text: DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING REIMBURSEMENT OF CAPITAL EXPENDITURES - Transaction 7888618 - Approved By: SACORDAG : 05-21-2020:15:43:03

1,243 5/21/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7888774 - Approved By: NOREVIEW : 05-21-2020:15:47:00

1,244 5/22/2020 - 4185 - Transcript

Additional Text: Hearing on Motion to Terminate, Motion for Instructions to Receiver - Transaction 7890715 - Approved By: NOREVIEW : 05-22-2020:15:57:37

1,245 5/22/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7890727 - Approved By: NOREVIEW : 05-22-2020:15:59:11

1,246 5/22/2020 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE - Transaction 7890831 - Approved By: SACORDAG : 05-26-2020:07:44:58

1,247 5/26/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7891245 - Approved By: NOREVIEW : 05-26-2020:07:46:26

1,248 5/26/2020 - 1650 - Errata...

Additional Text: ERRATA TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE - Transaction 7891686 - Approved By: BBLOUGH : 05-26-2020:10:36:26

1,249 5/26/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7891714 - Approved By: NOREVIEW : 05-26-2020:10:38:00

1,250 6/2/2020 - MIN - ***Minutes

Additional Text: 6-2-20 - CONT'D ORAL ARGUMENTS - Transaction 7905377 - Approved By: NOREVIEW : 06-02-2020:15:35:17

1,251 6/2/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7905383 - Approved By: NOREVIEW : 06-02-2020:15:36:38

1,252 6/10/2020 - 4185 - Transcript

Additional Text: Hearing on Motions, Day 2 - Transaction 7918939 - Approved By: NOREVIEW : 06-10-2020:14:54:13

1,253 6/10/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7918950 - Approved By: NOREVIEW : 06-10-2020:14:55:22

1,254 6/11/2020 - 4185 - Transcript

Additional Text: 1/23/19 - Status Hearing - Transaction 7921189 - Approved By: NOREVIEW : 06-11-2020:14:50:52

1,255 6/11/2020 - 4185 - Transcript

Additional Text: 03/14/19 - Status Hearing - Transaction 7921196 - Approved By: NOREVIEW : 06-11-2020:14:51:54

1,256 6/11/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7921197 - Approved By: NOREVIEW : 06-11-2020:14:52:12

1,257 6/11/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7921202 - Approved By: NOREVIEW : 06-11-2020:14:53:01

1,258 6/12/2020 - 3835 - Report...
Additional Text: Receiver's Report re GSRUOA as of May 31 2020 - Transaction 7922864 - Approved By: NOREVIEW : 06-12-2020:12:52:13

1,259 6/12/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7922869 - Approved By: NOREVIEW : 06-12-2020:12:53:43

1,260 6/12/2020 - 2280 - Mtn to Continue
Additional Text: Transaction 7923491 - Approved By: NOREVIEW : 06-12-2020:15:45:20

1,261 6/12/2020 - 2140 - Mtn Ord Shortening Time
Additional Text: Transaction 7923491 - Approved By: NOREVIEW : 06-12-2020:15:45:20

1,262 6/12/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7923494 - Approved By: NOREVIEW : 06-12-2020:15:46:46

1,263 6/12/2020 - 3245 - Ord Shortening Time
Additional Text: ORDER SHORTENING TIME TO RESPOND TO MOTION FOR CONTINUANCE; HEARING ON MOTION SET FOR JUNE 16 2020, AT 1:30 P.M. - Transaction 7923831 - Approved By: NOREVIEW : 06-12-2020:18:06:27

1,264 6/12/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7923833 - Approved By: NOREVIEW : 06-12-2020:18:07:28

1,265 6/15/2020 - 1930 - Letters ...
Additional Text: LETTERS RECEIVED BY THE COURT REGARDING THE MOTION TO CONTINUE THE HEARING SET FOR JUNE 17, 2020. - Transaction 7924308 - Approved By: NOREVIEW : 06-15-2020:09:44:39

1,266 6/15/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7924314 - Approved By: NOREVIEW : 06-15-2020:09:46:01

1,267 6/15/2020 - 2645 - Opposition to Mtn ...
Additional Text: To Continue June 17, 2020, Hearing - Transaction 7925491 - Approved By: MPURDY : 06-15-2020:15:44:50

1,268 6/15/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7925748 - Approved By: NOREVIEW : 06-15-2020:15:46:20

1,269 6/16/2020 - MIN - ***Minutes
Additional Text: 6/16/20 - HEARING ON PLAINTIFFS' MOTION FOR CONTINUANCE OF THE 6/17/2020 HEARING. - Transaction 7927827 - Approved By: NOREVIEW : 06-16-2020:14:04:34

1,270 6/16/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7927849 - Approved By: NOREVIEW : 06-16-2020:14:07:07

1,271 6/16/2020 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE - Transaction 7928005 - Approved By: MPURDY : 06-16-2020:15:04:16

1,272 6/16/2020 - 3860 - Request for Submission

Additional Text: Transaction 7928013 - Approved By: NOREVIEW : 06-16-2020:14:51:29

DOCUMENT TITLE: MOTION FOR ORDER TO SHOW CAUSE

PARTY SUBMITTING: JONATHAN J. TEW, ESQ.

DATE SUBMITTED: 16 JUN 2020

SUBMITTED BY: KHUDSON

DATE RECEIVED JUDGE OFFICE:

1,273 6/16/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7928019 - Approved By: NOREVIEW : 06-16-2020:14:52:53

1,274 6/16/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7928091 - Approved By: NOREVIEW : 06-16-2020:15:05:31

1,275 6/18/2020 - MIN - ***Minutes

Additional Text: 6/17/20 - CONT'D ORAL ARGUMENTS - Transaction 7931527 - Approved By: NOREVIEW : 06-18-2020:10:29:37

1,276 6/18/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7931531 - Approved By: NOREVIEW : 06-18-2020:10:30:35

1,277 6/18/2020 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING REIMBURSEMENT OF CAPITAL EXPENDITURES - Transaction 7932764 - Approved By: MPURDY : 06-18-2020:15:16:09

1,278 6/18/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7932882 - Approved By: NOREVIEW : 06-18-2020:15:17:34

1,279 6/22/2020 - 3373 - Other ...

Additional Text: DOCUMENT RE: EXPENSES OF GSR ALLOCATED TO UNIT OWNERS, RECEIVED BY THE COURT FROM MR. TEICHNER ON 6/17/20. - Transaction 7935895 - Approved By: NOREVIEW : 06-22-2020:10:09:09

1,280 6/22/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7935915 - Approved By: NOREVIEW : 06-22-2020:10:11:15

1,281 6/30/2020 - 4185 - Transcript

Additional Text: Hearing on Motions, Day 3 - Transaction 7950567 - Approved By: NOREVIEW : 06-30-2020:18:04:13

1,282 6/30/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7950569 - Approved By: NOREVIEW : 06-30-2020:18:05:13

1,283 7/7/2020 - 3835 - Report...

Additional Text: Receiver's Report - Transaction 7957658 - Approved By: NOREVIEW : 07-07-2020:09:38:34

1,284 7/7/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7957667 - Approved By: NOREVIEW : 07-07-2020:09:39:44

1,285 7/7/2020 - 2610 - Notice ...

Additional Text: NOTICE OF SUPPLEMENTAL EVIDENCE - Transaction 7958998 - Approved By: CSULEZIC : 07-07-2020:15:07:59

1,286 7/7/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7959012 - Approved By: NOREVIEW : 07-07-2020:15:09:31

1,287 7/9/2020 - FIE - **Document Filed in Error

No additional text exists for this entry.

1,288 7/9/2020 - FIE - **Document Filed in Error

No additional text exists for this entry.

- 1,289 7/10/2020 - MIN - ***Minutes
Additional Text: 7/9/2020 - CONT'D ORAL ARGUMENTS (CORRECTED MINUTES TO REFLECT THE CORRECT HEARING DATE.) - Transaction 7964554 - Approved By: NOREVIEW : 07-10-2020:09:23:56
- 1,290 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7964558 - Approved By: NOREVIEW : 07-10-2020:09:24:55
- 1,291 7/10/2020 - 3790 - Reply to/in Opposition
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING REIMBURSEMENT OF CAPITAL EXPENDITURES - Transaction 7965365 - Approved By: BBLOUGH : 07-10-2020:14:01:05
- 1,292 7/10/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7965392 - Approved By: NOREVIEW : 07-10-2020:14:02:35
- 1,293 7/14/2020 - 3860 - Request for Submission
Additional Text: Transaction 7969376 - Approved By: NOREVIEW : 07-14-2020:10:48:05
DOCUMENT TITLE: MOTION FOR INSTRUCTIONS TO RECIVEER REGARDING REIN=MBURSEMENT OF CAPITAL EXPENDITURES (NO ORDER PROVIDED)
PARTY SUBMITTING: DAVID MCELHINNEY, ESQ
DATE SUBMITTED: JULY 14, 2020
SUBMITTED BY: BBLOUGH
DATE RECEIVED JUDGE OFFICE:
- 1,294 7/14/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7969391 - Approved By: NOREVIEW : 07-14-2020:10:49:51
- 1,295 7/15/2020 - 1520 - Declaration
Additional Text: NOTICE ATTACHED - NOTICE OF STRICKEN DOCUMENT FILED 07-15-2020 STRIKING THE DECLARATION OF KATLYN OVARD IN SUPPORT OF DEFENDANT'S REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING REIMBURSEMENT OF CAPITAL EXPENDITURES FOR THE FOLLOWING REASON: DOCUMENT DOES NOT HAVE AN AFFIRMATION – WDCR10(c)(1)
- ISO Defs' Reply ISO Motion For Instructions To Receiver Re Reimbursement of Capital Expenditures - Transaction 7973153 - Approved By: NOREVIEW : 07-15-2020:17:35:37
- 1,296 7/15/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7973155 - Approved By: NOREVIEW : 07-15-2020:17:36:38
- 1,297 7/16/2020 - 2610 - Notice ...
Additional Text: NOTICE OF STRICKEN DOCUMENT(NO AFFIRMATION ON DOCUMENT) - Transaction 7973551 - Approved By: BBLOUGH : 07-16-2020:08:52:44
- 1,298 7/16/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7973560 - Approved By: NOREVIEW : 07-16-2020:08:53:58
- 1,299 7/16/2020 - 1520 - Declaration
Additional Text: of Kaitlyn Ovard ISO Defs' Reply ISO Motion For Instructions To Receiver Re Reimbursement of Capital Expenditures - Transaction 7973744 - Approved By: NOREVIEW : 07-16-2020:09:43:31
- 1,300 7/16/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 7973750 - Approved By: NOREVIEW : 07-16-2020:09:44:38
- 1,301 7/30/2020 - 3790 - Reply to/in Opposition
Additional Text: REPLY IN SUPPORT OF MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 7996932 - Approved By: BBLOUGH : 07-30-2020:15:57:06

1,302 7/30/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7996979 - Approved By: NOREVIEW : 07-30-2020:15:59:34

1,303 7/30/2020 - 3860 - Request for Submission

Additional Text: Transaction 7997030 - Approved By: NOREVIEW : 07-30-2020:16:09:29

DOCUMENT TITLE: MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD (NO ORDER PROVIDED)

PARTY SUBMITTING: JONATHAN TEW, ESQ

DATE SUBMITTED: JULY 30, 2020

SUBMITTED BY: BBLOUGH

DATE RECEIVED JUDGE OFFICE:

1,304 7/30/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7997035 - Approved By: NOREVIEW : 07-30-2020:16:10:40

1,305 7/31/2020 - 4185 - Transcript

Additional Text: Hearing on Motions, Day 4 - Transaction 7997721 - Approved By: NOREVIEW : 07-31-2020:09:27:11

1,306 7/31/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7997726 - Approved By: NOREVIEW : 07-31-2020:09:28:20

1,307 8/11/2020 - 2842 - Ord Denying Motion

Additional Text: ORDER DENYING MOTION FOR ORDER TO SHOW CAUSE - Transaction 8012805 - Approved By: NOREVIEW : 08-11-2020:09:52:12

1,308 8/11/2020 - S200 - Request for Submission Complet

Additional Text: ORDER DENYING MOTION FOR ORDER TO SHOW CAUSE FILED AUGUST 11, 2020

1,309 8/11/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8012821 - Approved By: NOREVIEW : 08-11-2020:09:55:34

1,310 8/18/2020 - 2270 - Mtn to Compel...

Additional Text: PLAINTIFFS' FOURTH MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 8024052 - Approved By: BBLOUGH : 08-18-2020:10:49:00

1,311 8/18/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8024078 - Approved By: NOREVIEW : 08-18-2020:10:50:34

1,312 9/1/2020 - 2650 - Opposition to ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' FOURTH MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 8047639 - Approved By: BBLOUGH : 09-01-2020:13:35:53

1,313 9/1/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8047686 - Approved By: NOREVIEW : 09-01-2020:13:37:21

1,314 9/2/2020 - 1650 - Errata...

Additional Text: ERRATA TO DEFENDANTS' OPPOSITION TO PLAINTIFFS' FOURTH MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 8049029 - Approved By: CSULEZIC : 09-02-2020:09:31:56

1,315 9/2/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8049036 - Approved By: NOREVIEW : 09-02-2020:09:33:17

1,316 9/22/2020 - 2490 - Motion ...

Additional Text: PLAINTIFFS' MOTION TO EXCEED PAGE LIMIT ON REPLY IN SUPPORT OF PLAINTIFFS' FOURTH MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 8079763 - Approved By: YVILORIA : 09-22-2020:13:15:07

1,317 9/22/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8079805 - Approved By: NOREVIEW : 09-22-2020:13:16:20

1,318 9/22/2020 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF PLAINTIFFS' FOURTH MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 8080178 -
Approved By: YVILORIA : 09-22-2020:14:35:00

1,319 9/22/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8080191 - Approved By: NOREVIEW : 09-22-2020:14:36:34

1,320 9/22/2020 - 3860 - Request for Submission

Additional Text: Transaction 8080233 - Approved By: NOREVIEW : 09-22-2020:14:45:33
DOCUMENT TITLE: PLAINTIFFS FOURTH MOTION TO COMPEL DISCOVERY RESPONSES
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 9-22-2020
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,321 9/22/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8080235 - Approved By: NOREVIEW : 09-22-2020:14:46:54

1,322 9/28/2020 - 2501 - Non-Opposition ...

Additional Text: DEFENDANTS' NOTICE OF NON-OPPOSITION TO PLAINTIFFS' MOTION TO EXCEED PAGE LIMIT ON REPLY IN SUPPORT
OF PLAINTIFFS' FOURTH MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 8089535 - Approved By: CSULEZIC :
09-29-2020:08:03:00

1,323 9/29/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8089811 - Approved By: NOREVIEW : 09-29-2020:08:04:28

1,324 10/9/2020 - 3835 - Report...

Additional Text: Receivers Report for Period July 1 through September 30, 2020 - Transaction 8108005 - Approved By: NOREVIEW :
10-09-2020:09:25:38

1,325 10/9/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8108008 - Approved By: NOREVIEW : 10-09-2020:09:26:38

1,326 10/12/2020 - 3105 - Ord Granting ...

Additional Text: ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 8109968 - Approved By: NOREVIEW :
10-12-2020:09:21:21

1,327 10/12/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8109975 - Approved By: NOREVIEW : 10-12-2020:09:22:30

1,328 10/12/2020 - 3347 - Ord to Set

Additional Text: ORDER TO SET HEARING ON MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING REIMBURSEMENT OF CAPTIAL
EXPENDITURES AND MOTION IN SUPPORT OF PUNITIVE DAMAGES - Transaction 8109985 - Approved By: NOREVIEW :
10-12-2020:09:27:27

1,329 10/12/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8109990 - Approved By: NOREVIEW : 10-12-2020:09:28:30

1,330 10/12/2020 - 2840 - Ord Denying ...

Additional Text: ORDER DENYING MOTION TO TERMINATE RENTAL AGREEMENT - Transaction 8110001 - Approved By: NOREVIEW :
10-12-2020:09:32:08

1,331 10/12/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8110007 - Approved By: NOREVIEW : 10-12-2020:09:33:08

1,332 10/12/2020 - S200 - Request for Submission Complet

Additional Text: ORDER TO SET HEARING FILED OCTOBER 12, 2020

1,333 10/12/2020 - S200 - Request for Submission Complet

Additional Text: ORDER TO SET HEARING FILED OCTOBER 12, 2020

- 1,334 10/12/2020 - S200 - Request for Submission Complet
Additional Text: ORDER DENYING MOTION TO TERMINATE RENTAL AGREEMENT FILED OCTOBER 12, 2020
- 1,335 10/12/2020 - 1930 - Letters ...
Additional Text: CORRESPONDENCE TO THE COURT FROM RECEIVER AND COUNSEL, DATED SEPTEMBER 28-30, 2020 (THE RECEIVER LETTERS) - Transaction 8110035 - Approved By: NOREVIEW : 10-12-2020:09:46:02
- 1,336 10/12/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8110041 - Approved By: NOREVIEW : 10-12-2020:09:47:08
- 1,337 10/14/2020 - 3870 - Request
Additional Text: REQUEST FOR CLARIFICATION OF THE OCTOBER 12, 2020 ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 8115703 - Approved By: CSULEZIC : 10-14-2020:13:59:26
- 1,338 10/14/2020 - 3860 - Request for Submission
Additional Text: Transaction 8115707 - Approved By: NOREVIEW : 10-14-2020:13:50:19
DOCUMENT TITLE: PLAINTIFFS REQUEST FOR CLARIFICATION OF THE OCTOBER 12, 2020 ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 10-14-2020
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 1,339 10/14/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8115713 - Approved By: NOREVIEW : 10-14-2020:13:51:37
- 1,340 10/14/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8115759 - Approved By: NOREVIEW : 10-14-2020:14:00:45
- 1,341 10/23/2020 - 1250E - Application for Setting eFile
Additional Text: FOR HEARING ON MOTION FOR INSTRUCTIONS TO RECEIVER ON CAPITAL EXPENDITURES AND MOTION FOR PUNITIVE DAMAGES SET FOR JANUARY 20, 2021, AT 9:00 A.M. - Transaction 8130268 - Approved By: NOREVIEW : 10-23-2020:10:21:28
- 1,342 10/23/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8130293 - Approved By: NOREVIEW : 10-23-2020:10:24:10
- 1,343 11/2/2020 - 3370 - Order ...
Additional Text: ORDER REGARDING CLARIFICATION - Transaction 8143396 - Approved By: NOREVIEW : 11-02-2020:16:38:30
- 1,344 11/2/2020 - S200 - Request for Submission Complet
Additional Text: ORDER REGARDING CLARIFICATION FILED NOVEMBER 2, 2020
- 1,345 11/2/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8143400 - Approved By: NOREVIEW : 11-02-2020:16:39:51
- 1,346 11/13/2020 - 3835 - Report...
Additional Text: RECEIVER'S REPORT RE GSRUOAS OF OCTOBER 31, 2020 DATED NOVEMBER 12, 2020 Transaction 8160343 - Approved By: NOREVIEW : 11-13-2020:10:22:33
- 1,347 11/13/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8160353 - Approved By: NOREVIEW : 11-13-2020:10:24:24
- 1,348 11/13/2020 - 2040 - Mtn for Clarification ...
Additional Text: PLAINTIFFS' EMERGENCY MOTION FOR CLARIFICATION OF ORDERS AND FOR THE ENTRY OF SANCTIONS AGAINST THE DEFENDANTS AND DEFENDANTS' COUNSEL FOR ATTEMPTING TO MISLEAD THE RECEIVER AND ENCOURAGE THE VIOLATION OF THIS COURT'S RECENT ORDERS
Transaction 8161384 - Approved By: NOREVIEW : 11-13-2020:14:53:31

- 1,349 11/13/2020 - 2140 - Mtn Ord Shortening Time
Additional Text: EX PARTE MOTION FOR ORDER SHORTENING TIME Transaction 8161384 - Approved By: NOREVIEW : 11-13-2020:14:53:31
- 1,350 11/13/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8161389 - Approved By: NOREVIEW : 11-13-2020:14:55:00
- 1,351 11/16/2020 - 2520 - Notice of Appearance
Additional Text: STEFANIE T. SHARP ESQ - Transaction 8163975 - Approved By: CSULEZIC : 11-16-2020:15:39:01
- 1,352 11/16/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8164119 - Approved By: NOREVIEW : 11-16-2020:15:41:35
- 1,353 11/16/2020 - 3245 - Ord Shortening Time
Additional Text: Transaction 8164151 - Approved By: NOREVIEW : 11-16-2020:15:50:09
- 1,354 11/16/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8164161 - Approved By: NOREVIEW : 11-16-2020:15:51:43
- 1,355 11/17/2020 - 1930 - Letters ...
Additional Text: CORRESPONDENCE TO THE COURT - Transaction 8164639 - Approved By: NOREVIEW : 11-17-2020:08:08:05
- 1,356 11/17/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8164650 - Approved By: NOREVIEW : 11-17-2020:08:09:47
- 1,357 11/20/2020 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' EMERGENCY MOTION FOR CLARIFICATION OF ORDERS AND FOR THE ENTRY OF SANCTIONS AGAINST THE DEFENDANTS AND DEFENDANTS' COUNSEL FOR ATTEMPTING TO MISLEAD THE RECEIVER AND ENCOURAGE VIOLATION OF THIS COURT'S RECENT ORDERS - Transaction 8172791 - Approved By: YVILORIA : 11-20-2020:16:53:34
- 1,358 11/20/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8172917 - Approved By: NOREVIEW : 11-20-2020:16:55:03
- 1,359 11/23/2020 - 1930 - Letters ...
Additional Text: CORRESPONDENCE TO THE COURT FROM COUNSEL FOR THE RECEIVER DATED NOVEMBER 23, 2020 - Transaction 8175269 - Approved By: NOREVIEW : 11-23-2020:15:41:24
- 1,360 11/23/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8175283 - Approved By: NOREVIEW : 11-23-2020:15:44:00
- 1,361 11/24/2020 - S200 - Request for Submission Complet
Additional Text: PLAINTIFF'S FOURTH MOTION TO COMPEL DISCOVERY RESPONSES
- 1,362 11/25/2020 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 8178099 - Approved By: NOREVIEW : 11-25-2020:08:42:07
- 1,363 11/25/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8178101 - Approved By: NOREVIEW : 11-25-2020:08:43:37
- 1,364 11/25/2020 - 2490 - Motion ...
Additional Text: MOTION FOR APPOINTMENT OF THE LAW FIRM OF ROBISON, SHARP, SULLIVAN AND BRUST AS COUNSEL FOR COURT APPOINTED RECEIVER, RICHARD M. TEICHNER - Transaction 8178438 - Approved By: CSULEZIC : 11-25-2020:10:50:02
- 1,365 11/25/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8178464 - Approved By: NOREVIEW : 11-25-2020:10:50:59

1,366 11/25/2020 - 3795 - Reply...

Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF EMERGENCY MOTION FOR CLARIFICATION OF ORDERS AND FOR THE ENTRY OF SANCTIONS AGAINST THE DEFENDANTS AND DEFENDANTS' COUNSEL FOR ATTEMPTING TO MISLEAD THE RECEIVER AND ENCOURAGE THE VIOLATION OF THIS COURT'S RECENT ORDERS - Transaction 8178757 - Approved By: NMASON : 11-25-2020:12:29:56

1,367 11/25/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8178769 - Approved By: NOREVIEW : 11-25-2020:12:31:21

1,368 11/25/2020 - 3860 - Request for Submission

Additional Text: Transaction 8178834 - Approved By: NOREVIEW : 11-25-2020:13:09:10
DOCUMENT TITLE: EMERGENCY MOTION FOR CLARIFICATION (NO ORDER)
PARTY SUBMITTING: JONATHAN TEW
DATE SUBMITTED: 11/25/2020
SUBMITTED BY: AZAMORA
DATE RECEIVED JUDGE OFFICE:

1,369 11/25/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8178836 - Approved By: NOREVIEW : 11-25-2020:13:10:09

1,370 11/25/2020 - 2610 - Notice ...

Additional Text: PLAINTIFFS' NOTICE OF NON-OPPOSITION TO MOTION FOR APPOINTMENT OF THE LAW FIRM OF ROBISON, SHARP, SULLIVAN & BRUST AS COUNSEL FOR COURT APPOINTED RECEIVER, RICHARD M. TEICHNER - Transaction 8178996 - Approved By: NMASON : 11-25-2020:14:42:48

1,371 11/25/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8179117 - Approved By: NOREVIEW : 11-25-2020:14:44:23

1,372 12/2/2020 - 3880 - Response...

Additional Text: DEFENDANTS' RESPONSE AND NON-OPPOSITION TO MOTION FOR APPOINTMENT OF THE LAW FIRM OF ROBISON, SHARP, SULLIVAN & BRUST AS COUNSEL FOR COURT APPOINTED RECEIVER, RICHARD M. TEICHNER - Transaction 8185422 - Approved By: NMASON : 12-02-2020:11:02:24

1,373 12/2/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8185500 - Approved By: NOREVIEW : 12-02-2020:11:04:09

1,374 12/3/2020 - 3860 - Request for Submission

Additional Text: Transaction 8187521 - Approved By: NOREVIEW : 12-03-2020:10:10:26
DOCUMENT TITLE: MOTION FOR APPOINTMENT OF LAW FIRM ROBISON, SHARP, SULLIVAN AND BRUST FOR COURT-APPOINTED RECEIVER RICHARD M. TEICHNER
PARTY SUBMITTING: STEPHANIE SHARP, ESQ
DATE SUBMITTED: 12/03/2020
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:

1,375 12/3/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8187528 - Approved By: NOREVIEW : 12-03-2020:10:12:03

1,376 12/9/2020 - 3835 - Report...

Additional Text: Receiver's Report re GSRUOA as of November 30, 2020 - Transaction 8196481 - Approved By: NOREVIEW : 12-09-2020:10:41:33

1,377 12/9/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8196483 - Approved By: NOREVIEW : 12-09-2020:10:42:45

1,378 12/15/2020 - 2690 - Ord Affirming Master Recommend

Additional Text: Transaction 8206683 - Approved By: NOREVIEW : 12-15-2020:16:48:12

1,379 12/15/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 8206689 - Approved By: NOREVIEW : 12-15-2020:16:49:24

1,380 12/16/2020 - 2610 - Notice ...
Additional Text: NOTICE OF RELEASE OF LIS PENDENS - BRUNNER - Transaction 8207326 - Approved By: CSULEZIC : 12-16-2020:10:34:46

1,381 12/16/2020 - 2610 - Notice ...
Additional Text: NOTICE OF RELEASE OF LIS PENDENS - FADRILAN - Transaction 8207326 - Approved By: CSULEZIC : 12-16-2020:10:34:46

1,382 12/16/2020 - 2610 - Notice ...
Additional Text: NOTICE OF RELEASE OF LIS PENDENS - NUNN - Transaction 8207326 - Approved By: CSULEZIC : 12-16-2020:10:34:46

1,383 12/16/2020 - 2610 - Notice ...
Additional Text: NOTICE OF RELEASE OF LIS PENDENS - HAY - Transaction 8207326 - Approved By: CSULEZIC : 12-16-2020:10:34:46

1,384 12/16/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8207434 - Approved By: NOREVIEW : 12-16-2020:10:36:19

1,385 12/17/2020 - 2520 - Notice of Appearance
Additional Text: JENNIFER HOSTELER ESQ / DEFTS - Transaction 8210710 - Approved By: YVILORIA : 12-17-2020:16:11:37

1,386 12/17/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8210800 - Approved By: NOREVIEW : 12-17-2020:16:13:11

1,387 12/24/2020 - 3060 - Ord Granting Mtn ...
Additional Text: ORDER GRANTING MOTION FOR CLARIFICATION - Transaction 8219276 - Approved By: NOREVIEW : 12-24-2020:15:26:58

1,388 12/24/2020 - S200 - Request for Submission Complet
Additional Text: ORDER GRANTING MOTION FOR CLARIFICATION FILED DECEMBER 24, 2020

1,389 12/24/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8219281 - Approved By: NOREVIEW : 12-24-2020:15:28:07

1,390 12/28/2020 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 8220010 - Approved By: NOREVIEW : 12-28-2020:11:19:03

1,391 12/28/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8220017 - Approved By: NOREVIEW : 12-28-2020:11:20:19

1,392 12/28/2020 - 1075 - Affidavit ...
Additional Text: of Bias or Prejudice - Transaction 8221052 - Approved By: NOREVIEW : 12-28-2020:16:05:00

1,393 12/28/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8221059 - Approved By: NOREVIEW : 12-28-2020:16:06:05

1,394 12/29/2020 - 3720 - Proof of Service
Additional Text: Transaction 8221795 - Approved By: NOREVIEW : 12-29-2020:10:12:20

1,395 12/29/2020 - NEF - Proof of Electronic Service
Additional Text: Transaction 8221803 - Approved By: NOREVIEW : 12-29-2020:10:13:40

1,396 1/4/2021 - 2490 - Motion ...
Additional Text: MOTION FOR FEES PURSUANT TO THE COURT'S DECEMBER 24, 2020 ORDER GRANTING MOTION FOR CLARIFICATION - Transaction 8229207 - Approved By: AZAMORA : 01-05-2021:08:54:24

1,397 1/5/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8229881 - Approved By: NOREVIEW : 01-05-2021:08:55:48

1,398 1/6/2021 - 3860 - Request for Submission

Additional Text: Affidavit of Bias - Transaction 8232370 - Approved By: NOREVIEW : 01-06-2021:09:07:20
DOCUMENT TITLE: CASE BE TRANSFERRED TO ANOTHER DEPARTMENT (NO ORDER)
PARTY SUBMITTING: JONATHAN TEW
DATE SUBMITTED: 1/6/2021
SUBMITTED BY: AZAMORA
DATE RECEIVED JUDGE OFFICE:

1,399 1/6/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8232376 - Approved By: NOREVIEW : 01-06-2021:09:08:20

1,400 1/7/2021 - 3835 - Report...

Additional Text: RECEIVER'S REPORT RE GSRUOA FOR THE PERIOD FROM DECEMBER 1 THROUGH DECEMBER 31, 2020 - Transaction 8234963 - Approved By: NOREVIEW : 01-07-2021:09:54:48

1,401 1/7/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8234970 - Approved By: NOREVIEW : 01-07-2021:09:56:19

1,402 1/7/2021 - 2175 - Mtn for Reconsideration

Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF DECEMBER 24, 2020, ORDER GRANTING MOTION FOR CLARIFICATION AND REQUEST FOR HEARING - Transaction 8236010 - Approved By: CSULEZIC : 01-07-2021:15:06:50

1,403 1/7/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8236194 - Approved By: NOREVIEW : 01-07-2021:15:10:45

1,404 1/7/2021 - 2610 - Notice ...

Additional Text: NOTICE OF RELEASE OF LIS PENDENS - Transaction 8236571 - Approved By: CSULEZIC : 01-08-2021:08:12:00

1,405 1/7/2021 - 3085 - Ord Granting Recusal

Additional Text: Transaction 8236605 - Approved By: NOREVIEW : 01-07-2021:16:59:51

1,406 1/7/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8236607 - Approved By: NOREVIEW : 01-07-2021:17:00:58

1,407 1/8/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8236836 - Approved By: NOREVIEW : 01-08-2021:08:13:38

1,408 1/8/2021 - 1312 - Case Assignment Notification

Additional Text: RANDOMLY REASSIGNED TO D9 FROM D10 PER ORDER OF RECUSAL FILED 1/7/21 - Transaction 8236852 - Approved By: NOREVIEW : 01-08-2021:08:17:56

1,409 1/8/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8236854 - Approved By: NOREVIEW : 01-08-2021:08:19:04

1,410 1/8/2021 - S200 - Request for Submission Complet

Additional Text: ORDER OF RECUSAL ON JANUARY 7, 2021

1,411 1/12/2021 - 3242 - Ord Setting Hearing

Additional Text: Transaction 8242806 - Approved By: NOREVIEW : 01-12-2021:14:07:24

1,412 1/12/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8242821 - Approved By: NOREVIEW : 01-12-2021:14:09:00

1,413 1/14/2021 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANT'S OBJECTION TO PLAINTIFFS' MOTION FOR FEES PURSUANT TO THE COURT'S DECEMBER 24, 2020 ORDER GRANTING MOTION FOR CLARIFICATION - Transaction 8246232 - Approved By: YVILORIA : 01-14-2021:09:10:01

1,414 1/14/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8246242 - Approved By: NOREVIEW : 01-14-2021:09:11:19

1,415 1/19/2021 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES PURSUANT TO COURT ORDER - Transaction 8251796 - Approved By: AZAMORA : 01-19-2021:10:55:23

1,416 1/19/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8251860 - Approved By: NOREVIEW : 01-19-2021:10:58:52

1,417 1/19/2021 - 3860 - Request for Submission
Additional Text: Transaction 8252319 - Approved By: NOREVIEW : 01-19-2021:12:56:35
DOCUMENT TITLE: MOTION FOR FEES (NO ORDER)
PARTY SUBMITTING: JONATHAN TEW
DATE SUBMITTED: 1/19/21
SUBMITTED BY: AZAMORA
DATE RECEIVED JUDGE OFFICE:

1,418 1/19/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8252323 - Approved By: NOREVIEW : 01-19-2021:12:57:54

1,419 1/21/2021 - 3161 - Ord of Recusal
Additional Text: ORDER DISQUALIFYING ALL JUDICIAL OFFICERS OF THE SECOND JUDICIAL DISTRICT COURT - Transaction 8257443 - Approved By: NOREVIEW : 01-21-2021:12:31:05

1,420 1/21/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8257449 - Approved By: NOREVIEW : 01-21-2021:12:32:05

1,421 1/21/2021 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF DECEMBER 24, 2020 ORDER GRANTING MOTION FOR CLARIFICATION AND REQUEST FOR HEARING - Transaction 8257483 - Approved By: YVILORIA : 01-21-2021:13:10:22

1,422 1/21/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8257568 - Approved By: NOREVIEW : 01-21-2021:13:11:45

1,423 1/21/2021 - 1312 - Case Assignment Notification
Additional Text: CASE REASSIGNED TO OJ28 FROM D9 DUE TO COURT ORDER FILED 1/21/21 - Transaction 8257883 - Approved By: NOREVIEW : 01-21-2021:14:23:21

1,424 1/21/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8257894 - Approved By: NOREVIEW : 01-21-2021:14:24:53

1,425 1/22/2021 - \$3375 - \$Peremptory Challenge
Additional Text: Transaction 8260409 - Approved By: YVILORIA : 01-25-2021:08:05:35

1,426 1/25/2021 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$450.00 was made on receipt DCDC668617.

1,427 1/25/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8260941 - Approved By: NOREVIEW : 01-25-2021:08:07:07

1,428 1/26/2021 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$450.00 on Check Number 12174

1,429 1/27/2021 - 3860 - Request for Submission

Additional Text: Stipulated [Proposed] Amended Protective Order - Transaction 8265372 - Approved By: NOREVIEW : 01-27-2021:11:27:15
DOCUMENT TITLE: Stipulated [Proposed] Amended Protective Order Concerning Confidential Information Produced On Or After September 25, 2019
PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.
DATE SUBMITTED: 1/27/21
SUBMITTED BY: NM
DATE RECEIVED JUDGE OFFICE:

1,430 1/27/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8265377 - Approved By: NOREVIEW : 01-27-2021:11:28:36

1,431 1/29/2021 - 1960 - Memorandum ...

Additional Text: OF TEMPORARY ASSIGNMENT - Transaction 8271175 - Approved By: NOREVIEW : 01-29-2021:16:47:15

1,432 1/29/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8271184 - Approved By: NOREVIEW : 01-29-2021:16:48:35

1,433 1/29/2021 - 1312 - Case Assignment Notification

Additional Text: CASE REASSIGNED TO OJ31 FROM OJ28 PER MEMORANDUM OF TEMPORARY ASSIGNMENT - Transaction 8271199 - Approved By: NOREVIEW : 01-29-2021:16:54:32

1,434 1/29/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8271201 - Approved By: NOREVIEW : 01-29-2021:16:55:33

1,435 2/2/2021 - \$3375 - \$Peremptory Challenge

Additional Text: DEFENDANTS' PEREMPTORY CHALLENGE OF JUDGE - Transaction 8275509 - Approved By: YVILORIA : 02-02-2021:15:36:09

1,436 2/2/2021 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$450.00 was made on receipt DCDC669003.

1,437 2/2/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8275642 - Approved By: NOREVIEW : 02-02-2021:15:37:42

1,438 2/4/2021 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF DECEMBER 24, 2020 ORDER GRANTING MOTION FOR CLARIFICATION AND REQUEST FOR HEARING - Transaction 8280642 - Approved By: YVILORIA : 02-04-2021:16:31:41

1,439 2/4/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8280707 - Approved By: NOREVIEW : 02-04-2021:16:33:06

1,440 2/5/2021 - 3860 - Request for Submission

Additional Text: Transaction 8281464 - Approved By: NOREVIEW : 02-05-2021:10:03:12
DOCUMENT TITLE: Defendants' Motion For Leave To File Motion For Reconsideration Of December 24, 2020 Order Granting Motion For Clarification And Request For Hearing , filed on January 7, 2021; Plaintiffs' Opposition To Motion For Leave To File Motion For Reconsideration Of December 24, 2020 Order Granting Motion For Clarification And Request For Hearing, filed on January 21, 2021; and Defendants' Reply In Support Motion For Leave To File Motion For Reconsideration Of December 24, 2020 Order Granting Motion For Clarification and Request for Hearing filed 2-4-2021
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 2-5-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,441 2/5/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8281468 - Approved By: NOREVIEW : 02-05-2021:10:04:42

1,442 2/8/2021 - 3835 - Report...

Additional Text: RECEIVER'S REPORT GSRUOA FOR THE PERIOD FROM JANUARY 1 THROUGH JANUARY 31, 2021- Transaction 8284130 - Approved By: NOREVIEW : 02-08-2021:11:09:22

1,443 2/8/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8284134 - Approved By: NOREVIEW : 02-08-2021:11:10:32

1,444 2/9/2021 - CHECK - **Trust Disbursement

Additional Text: A Disbursement of \$450.00 on Check Number 12208

1,445 2/11/2021 - 2145 - Mtn Ord to Show Cause

Additional Text: PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT Transaction 8292602 - Approved By: NOREVIEW : 02-11-2021:16:42:47

1,446 2/11/2021 - 1030 - Affidavit in Support...

Additional Text: AFFIDAVIT OF JARRAD ILLER IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT E HELD IN CONTEMPT OF COURT - Transaction 8292609 - Approved By: NOREVIEW : 02-11-2021:16:43:43

1,447 2/11/2021 - 1670 - Ex-Parte Mtn...

Additional Text: EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 8292617 - Approved By: YVILORIA : 02-11-2021:16:47:43

1,448 2/11/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8292615 - Approved By: NOREVIEW : 02-11-2021:16:44:44

1,449 2/11/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8292616 - Approved By: NOREVIEW : 02-11-2021:16:44:53

1,450 2/11/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8292623 - Approved By: NOREVIEW : 02-11-2021:16:48:50

1,451 2/12/2021 - 2195 - Mtn for Stay ...

Additional Text: DEFENDANTS' EMERGENCY MOTION TO STAY ENFORCEMENT OF 12/24/2020 ORDER PENDING HEARING AND RULING ON MOTION FOR RECONSIDERATION - Transaction 8293458 - Approved By: YVILORIA : 02-12-2021:11:34:39

1,452 2/12/2021 - 2140 - Mtn Ord Shortening Time

Additional Text: Transaction 8293472 - Approved By: NOREVIEW : 02-12-2021:11:20:33

1,453 2/12/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8293480 - Approved By: NOREVIEW : 02-12-2021:11:21:50

1,454 2/12/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8293531 - Approved By: NOREVIEW : 02-12-2021:11:35:50

1,455 2/17/2021 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT - Transaction 8299714 - Approved By: YVILORIA : 02-17-2021:16:19:32

1,456 2/17/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8299737 - Approved By: NOREVIEW : 02-17-2021:16:20:49

1,457 2/18/2021 - 3370 - Order ...

Additional Text: ORDER STAYING DECISION - Transaction 8301622 - Approved By: NOREVIEW : 02-18-2021:14:20:33

1,458 2/18/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8301628 - Approved By: NOREVIEW : 02-18-2021:14:21:43

1,459 2/19/2021 - 3790 - Reply to/in Opposition

Additional Text: PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT - Transaction 8304228 - Approved By: YVILORIA : 02-19-2021:15:34:16

1,460 2/19/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8304288 - Approved By: NOREVIEW : 02-19-2021:15:37:04

1,461 2/19/2021 - 3860 - Request for Submission

Additional Text: Transaction 8304317 - Approved By: NOREVIEW : 02-19-2021:15:41:17

DOCUMENT TITLE: MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEPT OF COURT

PARTY SUBMITTING: JONATHAN TEW ESQ

DATE SUBMITTED: 2-19-21

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

1,462 2/19/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8304323 - Approved By: NOREVIEW : 02-19-2021:15:42:27

1,463 2/24/2021 - 1960 - Memorandum ...

Additional Text: OF TEMPORARY ASSIGNMENT - SENIOR JUSTICE NANCY M. SAITTA - Transaction 8310630 - Approved By: NOREVIEW : 02-24-2021:11:34:59

1,464 2/24/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8310635 - Approved By: NOREVIEW : 02-24-2021:11:36:18

1,465 2/24/2021 - 1312 - Case Assignment Notification

Additional Text: CASE TRANSFERRED TO OJ 37 FROM OJ 31 PER MEMORANDUM OF TEMPORARY ASSIGNMENT FILED 2/24/21 - Transaction 8310781 - Approved By: NOREVIEW : 02-24-2021:12:01:11

1,466 2/24/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8310793 - Approved By: NOREVIEW : 02-24-2021:12:02:40

1,467 2/25/2021 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' EMERGENCY MOTION TO STAY ENFORCEMENT OF 12/24/2020 ORDER PENDING HEARING AND RULING ON MOTION FOR RECONSIDERATION - Transaction 8314549 - Approved By: YVILORIA : 02-25-2021:16:53:50

1,468 2/25/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8314701 - Approved By: NOREVIEW : 02-25-2021:16:55:21

1,469 3/1/2021 - 3860 - Request for Submission

Additional Text: Proposed Order to Show Cause - Transaction 8317981 - Approved By: NOREVIEW : 03-01-2021:10:38:11

TITLE: PROPOSED ORDER TO SHOW CAUSE

PARTY SUBMITTING: JARRAD MILLER, ESQ.

DATE SUBMITTED: 3/1/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,470 3/1/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8317985 - Approved By: NOREVIEW : 03-01-2021:10:39:51

1,471 3/2/2021 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 8321115 - Approved By: NOREVIEW : 03-02-2021:14:25:14

1,472 3/2/2021 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 8321138 - Approved By: NOREVIEW : 03-02-2021:14:27:39

1,473 3/2/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8321150 - Approved By: NOREVIEW : 03-02-2021:14:29:11

1,474 3/2/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8321174 - Approved By: NOREVIEW : 03-02-2021:14:32:02

1,475 3/2/2021 - 3860 - Request for Submission

Additional Text: [Proposed] Order Setting Status Conference - Transaction 8321446 - Approved By: NOREVIEW : 03-02-2021:15:22:46

DOCUMENT TITLE: [Proposed] Order Setting Status Conference

PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.

DATE SUBMITTED: 3/2/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,476 3/2/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8321451 - Approved By: NOREVIEW : 03-02-2021:15:24:11

1,477 3/3/2021 - 3860 - Request for Submission

Additional Text: Motion for Fees Pursuant to NRCP 37 - Transaction 8322672 - Approved By: NOREVIEW : 03-03-2021:09:57:33

DOCUMENT TITLE: Motion for Fees Pursuant to NRCP 37

PARTY SUBMITTING: JARRAD MILLER, ESQ.

DATE SUBMITTED: 3/3/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,478 3/3/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8322674 - Approved By: NOREVIEW : 03-03-2021:09:58:54

1,479 3/3/2021 - 3860 - Request for Submission

Additional Text: Transaction 8323214 - Approved By: NOREVIEW : 03-03-2021:12:21:27

DOCUMENT TITLE: Order Setting Status Conference

PARTY SUBMITTING: JONATHAN TEW, ESQ.

DATE SUBMITTED: 3/3/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,480 3/3/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8323220 - Approved By: NOREVIEW : 03-03-2021:12:22:57

1,481 3/4/2021 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF DEFENDANTS' EMERGENCY MOTION TO STAY ENFORCEMENT OF 12/24/2020 ORDER PENDING HEARING AND RULING ON MOTION FOR RECONSIDERATION - Transaction 8325495 - Approved By: NMASON : 03-04-2021:12:24:55

1,482 3/4/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8325652 - Approved By: NOREVIEW : 03-04-2021:12:26:26

1,483 3/4/2021 - 3860 - Request for Submission

Additional Text: Transaction 8325916 - Approved By: NOREVIEW : 03-04-2021:14:01:51

DOCUMENT TITLE: Emergency Motion To Stay Enforcement of December 24, 2020 Order Pending Hearing and Ruling on Motion For Reconsideration

PARTY SUBMITTING: DAVID MCELHINNEY ESQ.

DATE SUBMITTED: 3/4/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,484 3/4/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8325921 - Approved By: NOREVIEW : 03-04-2021:14:03:28

1,485 3/11/2021 - 3860 - Request for Submission

Additional Text: Order Denying Defendants' Motion for Leave - Transaction 8337455 - Approved By: NOREVIEW : 03-11-2021:11:11:27

DOCUMENT TITLE: Order Denying Defendants' Motion for Leave

PARTY SUBMITTING: JONATHAN TEW, ESQ.

DATE SUBMITTED: 3/11/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,486 3/11/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8337458 - Approved By: NOREVIEW : 03-11-2021:11:12:48

1,487 3/22/2021 - 3860 - Request for Submission

Additional Text: Transaction 8354248 - Approved By: NOREVIEW : 03-22-2021:14:27:06

DOCUMENT TITLE: Order Granting Defendants' Motion For Leave and Defendants' Motion To Stay

PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.

DATE SUBMITTED: 3/22/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,488 3/22/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8354259 - Approved By: NOREVIEW : 03-22-2021:14:30:34

1,489 3/29/2021 - 3835 - Report...

Additional Text: RECEIVER'S REPORT - Transaction 8365963 - Approved By: NOREVIEW : 03-29-2021:14:32:41

1,490 3/29/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8365973 - Approved By: NOREVIEW : 03-29-2021:14:34:11

1,491 3/31/2021 - 2490 - Motion ...

Additional Text: MOTION FOR INSTRUCTIONS TO RECEIVER TO TAKE OVER CONTROL OF RENTS, DUES, REVENUES, AND BANK ACCOUNTS - Transaction 8370937 - Approved By: CSULEZIC : 03-31-2021:15:03:32

1,492 3/31/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8371023 - Approved By: NOREVIEW : 03-31-2021:15:05:14

1,493 4/7/2021 - 4105 - Supplemental ...

Additional Text: Motion for Fees Pursuant to the Court's December 24, 2020 Order - Transaction 8383208 - Approved By: NOREVIEW : 04-07-2021:14:29:43

1,494 4/7/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8383228 - Approved By: NOREVIEW : 04-07-2021:14:31:45

1,495 4/12/2021 - 3835 - Report...

Additional Text: Receiver's Report - Transaction 8390796 - Approved By: NOREVIEW : 04-12-2021:15:39:38

1,496 4/12/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8390807 - Approved By: NOREVIEW : 04-12-2021:15:40:58

1,497 4/14/2021 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER TO TAKE OVER CONTROL OF RENTS, DUES, REVENUES, AND BANK ACCOUNTS AND MOTION TO STRIKE - Transaction 8394530 - Approved By: NMASON : 04-14-2021:12:19:25

1,498 4/14/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8394580 - Approved By: NOREVIEW : 04-14-2021:12:22:57

1,499 4/20/2021 - 2645 - Opposition to Mtn ...

Additional Text: For Fees Pursuant to Dec. 24, 2020 Court Order Granting Motion For Clarification and Sanctioning The Defendants - Transaction 8404419 - Approved By: NMASON : 04-21-2021:08:27:19

- 1,500 4/21/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8404884 - Approved By: NOREVIEW : 04-21-2021:08:28:51
- 1,501 4/21/2021 - 3790 - Reply to/in Opposition
Additional Text: REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER TO TAKE OVER CONTROL OF RENTS, DUES, REVENUES, AND BANK ACCOUNTS - Transaction 8406764 - Approved By: CSULEZIC : 04-21-2021:16:28:16
- 1,502 4/21/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8406840 - Approved By: NOREVIEW : 04-21-2021:16:29:39
- 1,503 4/21/2021 - 3860 - Request for Submission
Additional Text: Transaction 8407061 - Approved By: NOREVIEW : 04-21-2021:17:58:58
DOCUMENT TITLE: Motion for Instructions to Receiver to Take Over Control of Rents, Dues, Revenues, and Bank Accounts
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 4/21/21
SUBMITTED BY: NM
DATE RECEIVED JUDGE OFFICE:
- 1,504 4/21/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8407062 - Approved By: NOREVIEW : 04-21-2021:18:00:08
- 1,505 4/22/2021 - 4185 - Transcript
Additional Text: Hearing on Motions Day 4 - CORRECTED COVER PAGE - Transaction 8407901 - Approved By: NOREVIEW : 04-22-2021:11:42:15
- 1,506 4/22/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8407903 - Approved By: NOREVIEW : 04-22-2021:11:43:25
- 1,507 4/30/2021 - 3790 - Reply to/in Opposition
Additional Text: REPLY IN SUPPORT OF SUPPLEMENTAL MOTION FOR FEES PURSUANT TO THE COURT'S DECEMBER 24, 2020 ORDER GRANTING MOTION FOR CLARIFICATION AND SANCTIONING THE DEFENDANTS - Transaction 8423131 - Approved By: YVILORIA : 04-30-2021:16:35:13
- 1,508 4/30/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8423140 - Approved By: NOREVIEW : 04-30-2021:16:36:30
- 1,509 5/4/2021 - 3860 - Request for Submission
Additional Text: Transaction 8427538 - Approved By: NOREVIEW : 05-04-2021:16:15:12
DOCUMENT TITLE: Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants
PARTY SUBMITTING: JONATHAN TEW, ESQ
DATE SUBMITTED: 05/04/2021
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:
- 1,510 5/4/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8427543 - Approved By: NOREVIEW : 05-04-2021:16:16:40
- 1,511 5/10/2021 - 3835 - Report...
Additional Text: Receiver's Report - Transaction 8435960 - Approved By: NOREVIEW : 05-10-2021:12:03:15
- 1,512 5/10/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8435962 - Approved By: NOREVIEW : 05-10-2021:12:04:11
- 1,513 5/10/2021 - MIN - ***Minutes
Additional Text: 5/5/21 - STATUS HEARING (SET AS ORAL ARGUMENTS) - Transaction 8437124 - Approved By: NOREVIEW : 05-10-2021:16:30:42
- 1,514 5/10/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8437138 - Approved By: NOREVIEW : 05-10-2021:16:32:23

1,515 5/13/2021 - 2610 - Notice ...
Additional Text: PLAINTIFFS' NOTICE OF EXHIBITS - Transaction 8444238 - Approved By: CSULEZIC : 05-13-2021:16:36:06

1,516 5/13/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8444337 - Approved By: NOREVIEW : 05-13-2021:16:37:49

1,517 5/13/2021 - 2610 - Notice ...
Additional Text: NOTICE OF DEFENDANTS' EXHIBITS - Transaction 8444541 - Approved By: YVILORIA : 05-14-2021:08:33:58

1,518 5/14/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8444787 - Approved By: NOREVIEW : 05-14-2021:08:35:48

1,519 5/20/2021 - MIN - ***Minutes
Additional Text: 5/14/21 - ORAL ARGUMENTS - Transaction 8456154 - Approved By: NOREVIEW : 05-20-2021:15:19:21

1,520 5/20/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8456160 - Approved By: NOREVIEW : 05-20-2021:15:20:38

1,521 5/26/2021 - 4185 - Transcript
Additional Text: Status Hearing 5/5/21 - Transaction 8466105 - Approved By: NOREVIEW : 05-26-2021:16:38:08

1,522 5/26/2021 - 4185 - Transcript
Additional Text: Oral Arguments 5/14/21 - Transaction 8466110 - Approved By: NOREVIEW : 05-26-2021:16:39:24

1,523 5/26/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8466109 - Approved By: NOREVIEW : 05-26-2021:16:39:24

1,524 5/26/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8466116 - Approved By: NOREVIEW : 05-26-2021:16:41:04

1,525 5/27/2021 - MIN - ***Minutes
Additional Text: 05/27/2021 CONTINUED ORAL ARGUMENTS - Transaction 8468526 - Approved By: NOREVIEW : 05-27-2021:18:15:28

1,526 5/27/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8468527 - Approved By: NOREVIEW : 05-27-2021:18:16:38

1,527 6/10/2021 - 2490 - Motion ...
Additional Text: DEFENDANTS' BRIEF ON LAW OF THE CASES

1,528 6/10/2021 - 2520 - Notice of Appearance
Additional Text: DANIEL POLSENBERG ESQ AND DALE KOTCHKA-ALANES ESQ / MEI-GSR HOLDINGS LLC, AM-GRS HOLDINGS AND GRAND SIERRA RESORT UNIT OWNERS ASSOC. AND GAGE VILLAGE COMMERCIAL DEVELOPMENT - Transaction 8490585 - Approved By: YVILORIA : 06-11-2021:08:38:44

1,529 6/10/2021 - 1955 - Memorandum Points&Authorities
Additional Text: Plaintiffs' Brief Pertaining to How Entry of Default Affects Subsequent Proceedings - Transaction 8490607 - Approved By: NOREVIEW : 06-10-2021:17:48:38

1,530 6/10/2021 - 1955 - Memorandum Points&Authorities
Additional Text: Plaintiffs' Brief Pertaining to Law of the Case - Transaction 8490609 - Approved By: NOREVIEW : 06-10-2021:17:48:57

1,531 6/10/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8490615 - Approved By: NOREVIEW : 06-10-2021:17:50:05

1,532 6/10/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8490616 - Approved By: NOREVIEW : 06-10-2021:17:50:17

- 1,533 6/10/2021 - 2490 - Motion ...
Additional Text: DEFENDANT'S BRIEF ON THE EFFECT OF A DEFAULT JUDGMENT ON SUBSEQUENT PROCEEDINGS - Transaction 8490650 - Approved By: YVILORIA : 06-11-2021:08:41:27
- 1,534 6/10/2021 - 2140 - Mtn Ord Shortening Time
Additional Text: Defendants' Ex Parte Motion for Order Shortening Time - Transaction 8490656 - Approved By: NOREVIEW : 06-10-2021:19:06:25
- 1,535 6/10/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8490657 - Approved By: NOREVIEW : 06-10-2021:19:07:25
- 1,536 6/10/2021 - 2195 - Mtn for Stay ...
Additional Text: Defendants' Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider - Transaction 8490661 - Approved By: YVILORIA : 06-11-2021:08:43:18
- 1,537 6/11/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8490899 - Approved By: NOREVIEW : 06-11-2021:08:40:12
- 1,538 6/11/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8490912 - Approved By: NOREVIEW : 06-11-2021:08:42:31
- 1,539 6/11/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8490917 - Approved By: NOREVIEW : 06-11-2021:08:44:23
- 1,540 6/11/2021 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 8492553 - Approved By: NOREVIEW : 06-11-2021:16:43:01
- 1,541 6/11/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8492558 - Approved By: NOREVIEW : 06-11-2021:16:44:21
- 1,542 6/23/2021 - 2610 - Notice ...
Additional Text: NOTICE OF OWNER ACCOUNT STATEMENT - Transaction 8510181 - Approved By: CSULEZIC : 06-23-2021:16:26:56
- 1,543 6/23/2021 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER (ORAL ARGUMENT REQUESTED) - Transaction 8510231 - Approved By: YVILORIA : 06-24-2021:08:41:08
- 1,544 6/23/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8510256 - Approved By: NOREVIEW : 06-23-2021:16:28:31
- 1,545 6/24/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8510654 - Approved By: NOREVIEW : 06-24-2021:08:42:38
- 1,546 6/24/2021 - 2490 - Motion ...
Additional Text: DEFENDANTS' MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES - Transaction 8512530 - Approved By: YVILORIA : 06-24-2021:16:11:13
- 1,547 6/24/2021 - \$1560 - \$Def 1st Appearance - CV
Additional Text: AM-GSR HOLDINGS LLC - Transaction 8512530 - Approved By: YVILORIA : 06-24-2021:16:11:13
- 1,548 6/24/2021 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$208.00 was made on receipt DCDC676115.
- 1,549 6/24/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8512589 - Approved By: NOREVIEW : 06-24-2021:16:15:53
- 1,550 6/25/2021 - \$1560 - \$Def 1st Appearance - CV
Additional Text: MEI-GSR HOLDINGS LLC DBA GRAND SIERRA

- 1,551 6/25/2021 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$208.00 was made on receipt DCDC676154.
- 1,552 6/25/2021 - 2587 - Notice of Setting
Additional Text: STATUS CONFERENCE SET FOR FRIDAY 07/02/2021 AT 2:00 PM - Transaction 8513539 - Approved By: NOREVIEW : 06-25-2021:11:19:15
- 1,553 6/25/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8513543 - Approved By: NOREVIEW : 06-25-2021:11:20:40
- 1,554 6/30/2021 - 3795 - Reply...
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER - Transaction 8521657 - Approved By: YVILORIA : 07-01-2021:08:09:07
- 1,555 7/1/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8521898 - Approved By: NOREVIEW : 07-01-2021:08:10:47
- 1,556 7/1/2021 - 3860 - Request for Submission
Additional Text: Transaction 8523295 - Approved By: NOREVIEW : 07-01-2021:13:54:10
DOCUMENT TITLE: EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 7-1-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 1,557 7/1/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8523303 - Approved By: NOREVIEW : 07-01-2021:13:55:49
- 1,558 7/6/2021 - MIN - ***Minutes
Additional Text: 07/02/2021 STATUS CONFERENCE - Transaction 8527218 - Approved By: NOREVIEW : 07-06-2021:10:04:06
- 1,559 7/6/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8527223 - Approved By: NOREVIEW : 07-06-2021:10:05:15
- 1,560 7/9/2021 - 1955 - Memorandum Points&Authorities
Additional Text: STRIKING THE PLAINTIFFS' BRIEF PERTAINING TO THE COURT AND RECEIVER'S AUTHORITY OVER THE GRAND SIERRA RESORT UNIT-OWNERS' ASSOCIATION FOR THE FOLLOWING REASON: DOCUMENT DOES NOT HAVE AN AFFIRMATION – WDCR10(10)(c)(2)
Transaction 8536289 - Approved By: NOREVIEW : 07-09-2021:15:29:12
- 1,561 7/9/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8536291 - Approved By: NOREVIEW : 07-09-2021:15:30:30
- 1,562 7/9/2021 - 2610 - Notice ...
Additional Text: OF STRICKEN DOCUMENT: PLAINTIFF'S BRIEF PERTAINING TO THE COURT AND RECEIVER'S AUTHORITY (NO AFFIRMATION) FILED 7-9-21 BY J TEW ESQ - Transaction 8536406 - Approved By: YVILORIA : 07-09-2021:15:53:02
- 1,563 7/9/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8536417 - Approved By: NOREVIEW : 07-09-2021:15:54:52
- 1,564 7/9/2021 - 1955 - Memorandum Points&Authorities
Additional Text: Transaction 8536505 - Approved By: NOREVIEW : 07-09-2021:16:17:43
- 1,565 7/9/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8536508 - Approved By: NOREVIEW : 07-09-2021:16:19:28
- 1,566 7/19/2021 - 4185 - Transcript
Additional Text: STATUS CONFERENCE - JULY 2ND, 2021 - Transaction 8550476 - Approved By: NOREVIEW : 07-19-2021:14:03:53

1,567 7/19/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8550487 - Approved By: NOREVIEW : 07-19-2021:14:05:35

1,568 7/21/2021 - 3835 - Report...
Additional Text: Receiver's Report - Transaction 8555555 - Approved By: NOREVIEW : 07-21-2021:16:25:56

1,569 7/21/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8555568 - Approved By: NOREVIEW : 07-21-2021:16:27:49

1,570 7/22/2021 - 2610 - Notice ...
Additional Text: NOTICE OF OWNER ACCOUNT STATEMENT - Transaction 8556252 - Approved By: YVILORIA : 07-22-2021:10:12:54

1,571 7/22/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8556306 - Approved By: NOREVIEW : 07-22-2021:10:14:24

1,572 7/23/2021 - 4185 - Transcript
Additional Text: Oral Arguments - May 27, 2021 - Transaction 8558014 - Approved By: NOREVIEW : 07-23-2021:08:22:22

1,573 7/23/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8558017 - Approved By: NOREVIEW : 07-23-2021:08:23:52

1,574 7/26/2021 - 3880 - Response...
Additional Text: RECEIVER'S RESPONSE TO NOTICE OF OWNER ACCOUNT STATEMENT - Transaction 8560794 - Approved By: YVILORIA : 07-26-2021:10:51:27

1,575 7/26/2021 - 1030 - Affidavit in Support...
Additional Text: Affidavit of Stefanie T. Sharp In Support of Receiver's Response to Notice of Owner Account Statement - Transaction 8560840 - Approved By: NOREVIEW : 07-26-2021:10:42:39

1,576 7/26/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8560851 - Approved By: NOREVIEW : 07-26-2021:10:44:20

1,577 7/26/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8560897 - Approved By: NOREVIEW : 07-26-2021:10:53:25

1,578 7/30/2021 - 2490 - Motion ...
Additional Text: MOTION TO STAY SPECIAL ASSESSMENT AND RENEWED REQUEST TO REPLACE RECEIVER - Transaction 8571730 - Approved By: CSULEZIC : 08-02-2021:08:35:27

1,579 8/2/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8572049 - Approved By: NOREVIEW : 08-02-2021:08:37:33

1,580 8/10/2021 - 2195 - Mtn for Stay ...
Additional Text: MOTION TO STAY DEFENDANTS' MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES PENDING PRODUCTION OF SUPPORTING DOCUMENTS - Transaction 8588816 - Approved By: YVILORIA : 08-11-2021:08:08:35

1,581 8/11/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8589115 - Approved By: NOREVIEW : 08-11-2021:08:10:20

1,582 8/12/2021 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF MOTION TO STAY DEFENDANTS' MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES PENDING PRODUCTION OF SUPPORTING DOCUMENTS - Transaction 8593145 - Approved By: NMASON : 08-12-2021:15:27:50

1,583 8/12/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8593270 - Approved By: NOREVIEW : 08-12-2021:15:31:02

1,584 8/13/2021 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 8595740 - Approved By: NOREVIEW : 08-13-2021:16:48:22

1,585 8/13/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8595746 - Approved By: NOREVIEW : 08-13-2021:16:50:02

1,586 8/16/2021 - 3373 - Other ...
Additional Text: RECEIVER ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE WITH REQUEST TO APPROVE UPDATED FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES - Transaction 8596611 - Approved By: NOREVIEW : 08-16-2021:10:50:56

1,587 8/16/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8596616 - Approved By: NOREVIEW : 08-16-2021:10:52:14

1,588 8/17/2021 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF MOTION TO STAY SPECIAL ASSESSMENT AND RENEWED REQUEST TO REPLACE RECEIVER - Transaction 8598746 - Approved By: CSULEZIC : 08-17-2021:10:13:55

1,589 8/17/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8598860 - Approved By: NOREVIEW : 08-17-2021:10:15:46

1,590 8/20/2021 - 2490 - Motion ...
Additional Text: MOTION TO STAY SPECIAL ASSESMENT - Transaction 8607280 - Approved By: CSULEZIC : 08-20-2021:16:06:08

1,591 8/20/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8607348 - Approved By: NOREVIEW : 08-20-2021:16:07:57

1,592 8/23/2021 - 2610 - Notice ...
Additional Text: NOTICE OF OWNER ACCOUNT STATEMENT - Transaction 8609603 - Approved By: YVILORIA : 08-23-2021:16:05:07

1,593 8/23/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8609648 - Approved By: NOREVIEW : 08-23-2021:16:06:46

1,594 9/2/2021 - 1650 - Errata...
Additional Text: ERRATA TO RECEIVER ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE WITH REQUEST TO APPROVE UPDATED FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW - Transaction 8628866 - Approved By: NMASON : 09-02-2021:16:06:16

1,595 9/2/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8628896 - Approved By: NOREVIEW : 09-02-2021:16:08:22

1,596 9/3/2021 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO MOTION TO STAY SPECIAL ASSESSMENT - Transaction 8630663 - Approved By: YVILORIA : 09-03-2021:14:16:18

1,597 9/3/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8630778 - Approved By: NOREVIEW : 09-03-2021:14:17:57

1,598 9/7/2021 - 4050 - Stipulation ...
Additional Text: Stipulated Briefing Schedule on Receiver's Recalculation of Fees - Transaction 8632741 - Approved By: NOREVIEW : 09-07-2021:12:07:04

1,599 9/7/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8632745 - Approved By: NOREVIEW : 09-07-2021:12:08:34

1,600 9/10/2021 - 2610 - Notice ...
Additional Text: NOTICE OF SUBMISSION OF PROPOSED ORDER - Transaction 8641520 - Approved By: CSULEZIC : 09-10-2021:16:50:46

- 1,601 9/10/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8641536 - Approved By: NOREVIEW : 09-10-2021:16:52:18
- 1,602 9/10/2021 - 3860 - Request for Submission
Additional Text: Transaction 8641614 - Approved By: NOREVIEW : 09-10-2021:17:33:08
DOCUMENT TITLE: FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ATTACHED AS EX1
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 9-10-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 1,603 9/10/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8641615 - Approved By: NOREVIEW : 09-10-2021:17:34:18
- 1,604 9/13/2021 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 8643873 - Approved By: NOREVIEW : 09-13-2021:16:21:18
- 1,605 9/13/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8643886 - Approved By: NOREVIEW : 09-13-2021:16:22:57
- 1,606 9/16/2021 - 2260 - Mtn to Relieve Counsel
Additional Text: DEFENDANTS MOTION TO REMOVE RECEIVER'S COUNSEL Transaction 8651266 - Approved By: NOREVIEW : 09-16-2021:16:41:40
- 1,607 9/16/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8651280 - Approved By: NOREVIEW : 09-16-2021:16:43:39
- 1,608 9/17/2021 - 3880 - Response...
Additional Text: PLAINTIFFS' RESPONSE TO RECEIVER ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE WITH REQUEST TO APPROVE UPDATED FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES - Transaction 8653189 - Approved By: YVILORIA : 09-17-2021:15:46:20
- 1,609 9/17/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8653276 - Approved By: NOREVIEW : 09-17-2021:15:47:51
- 1,610 9/17/2021 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO STAY SPECIAL ASSESSMENT - Transaction 8653521 - Approved By: YVILORIA : 09-17-2021:16:59:32
- 1,611 9/17/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8653565 - Approved By: NOREVIEW : 09-17-2021:17:01:01
- 1,612 9/17/2021 - 2630 - Objection to ...
Additional Text: DEFENDANTS' OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES - Transaction 8653571 - Approved By: YVILORIA : 09-20-2021:08:12:41
- 1,613 9/20/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8653798 - Approved By: NOREVIEW : 09-20-2021:08:14:43
- 1,614 9/21/2021 - 2587 - Notice of Setting
Additional Text: STATUS CONFERENCE SET FOR THURSDAY 09/30/2021 AT 8:00 AM - Transaction 8656756 - Approved By: NOREVIEW : 09-21-2021:09:57:50
- 1,615 9/21/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8656761 - Approved By: NOREVIEW : 09-21-2021:09:59:17
- 1,616 9/21/2021 - 3860 - Request for Submission

Additional Text: Transaction 8658265 - Approved By: NOREVIEW : 09-21-2021:15:25:11
DOCUMENT TITLE: PLAINTIFFS MOTION TO STAY SPECIAL ASSESSMENT ON AUG 20, 2021
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 9-21-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,617 9/21/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8658271 - Approved By: NOREVIEW : 09-21-2021:15:28:47

1,618 9/22/2021 - 3795 - Reply...

Additional Text: RECEIVER'S OMNIBUS REPLY TO RESPONSES TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE WITH REQUEST TO APPROVE UPDATED FEES AND FOR -
Transaction 8661098 - Approved By: CSULEZIC : 09-22-2021:16:33:06

1,619 9/22/2021 - 3860 - Request for Submission

Additional Text: Transaction 8661105 - Approved By: NOREVIEW : 09-22-2021:16:21:58
DOCUMENT TITLE: RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE WITH REQUEST TO APPROVE UPDATED FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES FILED AUGUST 16, 2021 AND THE ERRATA THERETO FILED ON SEPT 2, 2021
PARTY SUBMITTING: STEFANIE SHARP ESQ
DATE SUBMITTED: 9-22-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,620 9/22/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8661117 - Approved By: NOREVIEW : 09-22-2021:16:25:22

1,621 9/22/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8661150 - Approved By: NOREVIEW : 09-22-2021:16:34:27

1,622 9/27/2021 - 2145 - Mtn Ord to Show Cause

Additional Text: Transaction 8668068 - Approved By: NOREVIEW : 09-27-2021:15:48:38

1,623 9/27/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8668073 - Approved By: NOREVIEW : 09-27-2021:15:53:19

1,624 9/28/2021 - 2490 - Motion ...

Additional Text: MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 8671015 - Approved By: YVILORIA : 09-29-2021:08:16:31

1,625 9/29/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8671216 - Approved By: NOREVIEW : 09-29-2021:08:20:40

1,626 9/29/2021 - 2645 - Opposition to Mtn ...

Additional Text: RECEIVER'S OPPOSITION TO DEFENDANTS' MOTION TO REMOVE COUNSEL FOR RECEIVER - Transaction 8671853 -
Approved By: CSULEZIC : 09-29-2021:11:24:56

1,627 9/29/2021 - 1030 - Affidavit in Support...

Additional Text: AFFIDAVIT OF STEFANIE T. SHARP IN SUPPORT OF RECEIVER'S OPPOSITION TO DEFENDANTS' MOTION TO REMOVE COUNSEL FOR RECEIVER - Transaction 8671875 - Approved By: NOREVIEW : 09-29-2021:11:06:02

1,628 9/29/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8671884 - Approved By: NOREVIEW : 09-29-2021:11:07:22

1,629 9/29/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8671989 - Approved By: NOREVIEW : 09-29-2021:11:26:55

1,630 9/29/2021 - 3370 - Order ...

Additional Text: FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER - Transaction 8673337 - Approved By: NOREVIEW :
09-29-2021:16:22:38

- 1,631 9/29/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8673339 - Approved By: NOREVIEW : 09-29-2021:16:24:06
- 1,632 9/29/2021 - S200 - Request for Submission Complet
Additional Text: ORDER RE: DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF DECEMBER 24, 2020
ORDER GRANTING MOTION FOR CLARIFICATION AND REQUEUST FOR HEARING FILED 09/29/2021
- 1,633 9/30/2021 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 8674132 - Approved By: NOREVIEW : 09-30-2021:10:09:48
- 1,634 9/30/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8674136 - Approved By: NOREVIEW : 09-30-2021:10:12:15
- 1,635 9/30/2021 - 2610 - Notice ...
Additional Text: RECEIVER'S NOTICE OF COMPLETION OF BALLOT COUNT AND SUBMISSION OF BALLOTS AND TALLY SHEET FOR
9TH AMENDMENT AND RESTATEMENT TO CONDOMINIUM HOTEL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR HOTEL CONDOMINIUMS AT GRA - Transaction 8675401 - Approved By: YVILORIA :
09-30-2021:15:24:32
- 1,636 9/30/2021 - 1830 - Joinder...
Additional Text: PLAINTIFFS' JOINDER TO RECEIVER'S OPPOSITION TO DEFENDANTS' MOTION TO REMOVE COUNSEL FOR RECEIVER -
Transaction 8675440 - Approved By: YVILORIA : 09-30-2021:15:26:38
- 1,637 9/30/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8675669 - Approved By: NOREVIEW : 09-30-2021:15:28:06
- 1,638 9/30/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8675680 - Approved By: NOREVIEW : 09-30-2021:15:29:24
- 1,639 9/30/2021 - 2520 - Notice of Appearance
Additional Text: ABRAN VIGIL ESQ ASSOCIATES WITH LEWIS ROCA ROTHGERBER CHRISTIE LLP / DEFTS MEI GSR HOLDINGS,
AM-GSR HOLDINGS AND GAGE COMM. VILLAGE COMM DEV. - Transaction 8675787 - Approved By: YVILORIA :
09-30-2021:16:00:01
- 1,640 9/30/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8675855 - Approved By: NOREVIEW : 09-30-2021:16:01:52
- 1,641 10/1/2021 - MIN - ***Minutes
Additional Text: 09/30/2021 STATUS CONFERENCE - Transaction 8677705 - Approved By: NOREVIEW : 10-01-2021:15:17:07
- 1,642 10/1/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8677748 - Approved By: NOREVIEW : 10-01-2021:15:23:05
- 1,643 10/4/2021 - 2610 - Notice ...
Additional Text: NOTIFICATION OF MOTIONS PENDING BEFORE THE COURT - Transaction 8679480 - Approved By: SACORDAG :
10-04-2021:13:11:39
- 1,644 10/4/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8679505 - Approved By: NOREVIEW : 10-04-2021:13:13:30
- 1,645 10/5/2021 - 4185 - Transcript
Additional Text: 9/30/21 STATUS HEARING - Transaction 8681360 - Approved By: NOREVIEW : 10-05-2021:11:16:45
- 1,646 10/5/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8681367 - Approved By: NOREVIEW : 10-05-2021:11:18:27
- 1,647 10/5/2021 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF DEFENDANTS' MOTION TO REMOVE RECEIVER'S COUNSEL - Transaction 8682279 -
Approved By: YVILORIA : 10-05-2021:15:07:35

- 1,648 10/5/2021 - 2610 - Notice ...
Additional Text: NOTICE OF ADDITIONAL MOTION PENDING BEFORE THIS COURT - Transaction 8682293 - Approved By: CSULEZIC : 10-05-2021:15:04:46
- 1,649 10/5/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8682308 - Approved By: NOREVIEW : 10-05-2021:15:06:09
- 1,650 10/5/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8682319 - Approved By: NOREVIEW : 10-05-2021:15:10:55
- 1,651 10/5/2021 - 2490 - Motion ...
Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES - Transaction 8682689 - Approved By: YVILORIA : 10-05-2021:16:31:56
- 1,652 10/5/2021 - 3860 - Request for Submission
Additional Text: Transaction 8682713 - Approved By: NOREVIEW : 10-05-2021:16:37:07
DOCUMENT TITLE: PROPOSED ORDER REGARDING RECEIVER'S AUGUST 16, 2021 ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE (PROPOSED ORDER ES1)
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 10-5-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 1,653 10/5/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8682698 - Approved By: NOREVIEW : 10-05-2021:16:34:34
- 1,654 10/5/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8682720 - Approved By: NOREVIEW : 10-05-2021:16:38:37
- 1,655 10/7/2021 - S200 - Request for Submission Complet
Additional Text: [REQUEST FOR SUBMISSION ON PROPOSED ORDER REGARDING RECEIVER'S AUGUST 16, 2021 ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE CLOSED. ITEM IS NOT A REQUEST FOR SUBMISSION ON A FULLY BRIEFED MOTION, RATHER A PROPOSED ORDER. SEE SUBMISSION FILED 09/22/2021: RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEE AND HOTEL EXPENSE FEE WITH REQUEST TO APPROVE UPDATED FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES FILED AUGUST 16, 2021 AND THE ERRATA THERETO FILED ON SEPT 2, 2021]
- 1,656 10/7/2021 - S200 - Request for Submission Complet
Additional Text: [SUBMIT CLOSED - FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER ATTACHED AS EX1 IS NOT A REQUEST FOR SUBMISSION ON FULLY BRIEFED MOTION, RATHER A PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND PROPOSED ORDER. SEE SUBMIT ENTERED 02/05/2021: DEFENDANT'S MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF 12/24/2020 ORDER GRANTING MOTION OF CLARIFICATION AND REQUEST FOR HEARING.]
- 1,657 10/7/2021 - S200 - Request for Submission Complet
Additional Text: [REQUEST FOR SUBMISSION CLOSED - ORDER GRANTING DEFENDANTS' MOTION FOR LEAVE AND DEFENDANTS' MOTION TO STAY IS NOT A FULLY BRIEFED MOTION, RATHER A PROPOSED ORDER ON THE (1) DEFENDANTS MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF 12/24/2020 ORDER GRANTING MOTION OF CLARIFICATION AND REQUEST FOR HEARING SUBMITTED 02/05/2021; AND (2) EMERGENCY MOTION TO STAY ENFORCEMENT OF DECEMBER 24, 2020 ORDER PENDING HEARING AND RULING ON MOTION FOR RECONSIDERATION SUBMITTED 03/04/2021. SEE AFOREMENTIONED SUBMITS 02/05/2021 AND 03/04/2021.]
- 1,658 10/7/2021 - S200 - Request for Submission Complet
Additional Text: [SUBMIT CLOSED - ORDER DENYING DEFENDANTS' MOTION FOR LEAVE IS NOT A FULLY BRIEFED AND SUBMITTED MOTION, RATHER A PROPOSED ORDER ON (1) DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF DECEMBER 24, 2020 ORDER GRANTING MOTION FOR CLARIFICATION AND REQUEST FOR HEARING SUBMITTED 02/05/2021; AND (2) DEFENDANTS' EMERGENCY MOTION TO STAY ENFORCEMENT OF DECEMBER 24, 2020 ORDER PENDING HEARING AND RULING ON MOTION FOR RECONSIDERATION SUBMITTED 03/04/2021. SEE AFOREMENTION SUBMITS 02/05/2021 AND 03/04/2021.]
- 1,659 10/7/2021 - S200 - Request for Submission Complet
Additional Text: [SUBMIT CLOSED - [PROPOSED] ORDER SETTING STATUS CONFERENCE SUBMITTED 03/02/2021 MOOT]

- 1,660 10/7/2021 - S200 - Request for Submission Complet
Additional Text: [SUBMIT CLOSED - PROPOSED ORDER TO SHOW CAUSE IS NOT A FULLY BRIEFED AND SUBMITTED MOTION, RATHER A PROPOSED ORDER ON THE MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT SUBMITTED 02/19/2021. SEE AFOREMENTIONED SUBMIT 02/19/2021.]
- 1,661 10/7/2021 - S200 - Request for Submission Complet
Additional Text: [SUBMIT CLOSED - ORDER SETTING STATUS CONFERENCE IS NOT A FULLY BRIEFED & SUBMITTED MOTION, RATHER A PROPOSED ORDER SETTING STATUS CONFERENCE - MOOT]
- 1,662 10/11/2021 - 3835 - Report...
Additional Text: RECEIVER'S REPORT 09/01 THRU 09/30/2021 - Transaction 8689675 - Approved By: NOREVIEW : 10-11-2021:09:51:05
- 1,663 10/11/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8689685 - Approved By: NOREVIEW : 10-11-2021:09:52:33
- 1,664 10/11/2021 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE - Transaction 8691266 - Approved By: YVILORIA : 10-11-2021:15:39:11
- 1,665 10/11/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8691340 - Approved By: NOREVIEW : 10-11-2021:15:41:19
- 1,666 10/11/2021 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES - Transaction 8691529 - Approved By: YVILORIA : 10-11-2021:16:32:02
- 1,667 10/11/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8691600 - Approved By: NOREVIEW : 10-11-2021:16:34:48
- 1,668 10/12/2021 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 8693654 - Approved By: NMASON : 10-12-2021:15:19:07
- 1,669 10/12/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8693679 - Approved By: NOREVIEW : 10-12-2021:15:21:01
- 1,670 10/13/2021 - 2175 - Mtn for Reconsideration
Additional Text: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION AND MOTION FOR RECONSIDERATION OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING DEFENDANTS' MOTION FOR RECONSIDERATION OF DECEMBER 24, 2020 ORDER - Transaction 8696037 - Approved By: CSULEZIC : 10-13-2021:15:19:33
- 1,671 10/13/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8696127 - Approved By: NOREVIEW : 10-13-2021:15:24:03
- 1,672 10/18/2021 - 2490 - Motion ...
Additional Text: RECEIVER'S MOTION FOR ORDERS AND INSTRUCTIONS - Transaction 8702441 - Approved By: YVILORIA : 10-18-2021:13:16:23
- 1,673 10/18/2021 - 1670 - Ex-Parte Mtn...
Additional Text: RECEIVER'S EX PARTE MOTION FOR ORDER SHORTENING TIME FOR DETERMINATION OF RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 8702469 - Approved By: YVILORIA : 10-18-2021:13:20:52
- 1,674 10/18/2021 - 3860 - Request for Submission
Additional Text: Transaction 8702498 - Approved By: NOREVIEW : 10-18-2021:12:10:52
DOCUMENT TITLE: RECEIVER'S EX PARTE MOTION FOR ORDER SHORTENING TIME FOR DETERMINATION OF RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS FILED OCT 18, 2021
PARTY SUBMITTING: STEFANIE SHARP ESQ
DATE SUBMITTED: 10-18-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

- 1,675 10/18/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8702505 - Approved By: NOREVIEW : 10-18-2021:12:13:18
- 1,676 10/18/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8702754 - Approved By: NOREVIEW : 10-18-2021:13:17:51
- 1,677 10/18/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8702760 - Approved By: NOREVIEW : 10-18-2021:13:22:11
- 1,678 10/18/2021 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES - Transaction 8703467 - Approved By: YVILORIA : 10-18-2021:16:06:04
- 1,679 10/18/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8703670 - Approved By: NOREVIEW : 10-18-2021:16:10:04
- 1,680 10/22/2021 - 1830 - Joinder...
Additional Text: PLAINTIFFS' JOINDER TO RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 8712980 - Approved By: YVILORIA : 10-22-2021:16:44:19
- 1,681 10/22/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8713002 - Approved By: NOREVIEW : 10-22-2021:16:45:39
- 1,682 10/22/2021 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANT'S OPPOSITION TO RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 8713016 - Approved By: YVILORIA : 10-22-2021:16:55:32
- 1,683 10/22/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8713035 - Approved By: NOREVIEW : 10-22-2021:16:57:02
- 1,684 10/24/2021 - 3245 - Ord Shortening Time
Additional Text: ORDER SHORTENING TIME FOR DETERMINATION OF RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 8713187 - Approved By: NOREVIEW : 10-24-2021:13:25:43
- 1,685 10/24/2021 - S200 - Request for Submission Complet
Additional Text: ORDER SHORTENING TIME FOR DETERMINATION OF RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ENTERED 10/24/2021
- 1,686 10/24/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8713188 - Approved By: NOREVIEW : 10-24-2021:13:27:03
- 1,687 10/25/2021 - 3795 - Reply...
Additional Text: Receiver's Reply In Support of Motion for Orders & Instructions - Transaction 8713694 - Approved By: SACORDAG : 10-25-2021:10:37:41
- 1,688 10/25/2021 - 3860 - Request for Submission
Additional Text: Transaction 8713710 - Approved By: NOREVIEW : 10-25-2021:10:22:10
DOCUMENT TITLE: RECEIVER'S MOTION FOR ORDERS AND INSTRUCTIONS
PARTY SUBMITTING: S. SHARP, ESQ
DATE SUBMITTED: 10/25/2021
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:
- 1,689 10/25/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8713717 - Approved By: NOREVIEW : 10-25-2021:10:23:55
- 1,690 10/25/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8713788 - Approved By: NOREVIEW : 10-25-2021:10:40:17

1,691 10/25/2021 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 8713815 - Approved By: NOREVIEW : 10-25-2021:10:48:32

1,692 10/25/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8713819 - Approved By: NOREVIEW : 10-25-2021:10:49:54

1,693 10/25/2021 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 8715578 - Approved By: YVILORIA : 10-26-2021:08:40:10

1,694 10/25/2021 - 3860 - Request for Submission
Additional Text: Transaction 8715599 - Approved By: NOREVIEW : 10-25-2021:17:51:04
DOCUMENT TITLE: MOTION FOR INSTRUCTIONS TO RECEIVER ON SEPT 28, 2021
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 10-25-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,695 10/25/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8715600 - Approved By: NOREVIEW : 10-25-2021:17:52:24

1,696 10/26/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8715881 - Approved By: NOREVIEW : 10-26-2021:08:42:03

1,697 11/2/2021 - 3795 - Reply...
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES - Transaction 8727917 - Approved By: YVILORIA : 11-02-2021:15:54:27

1,698 11/2/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8728163 - Approved By: NOREVIEW : 11-02-2021:15:56:01

1,699 11/3/2021 - 3860 - Request for Submission
Additional Text: Transaction 8729816 - Approved By: NOREVIEW : 11-03-2021:12:22:09
DOCUMENT TITLE: MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES ('MOTION') ON JUNE 24, 2021
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 11-3-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,700 11/3/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8729827 - Approved By: NOREVIEW : 11-03-2021:12:24:28

1,701 11/5/2021 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION AND MOTION FOR RECONSIDERATION OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING DEFENDANTS' MOTION FOR RECONSIDERATION OF DECEMBER 24, 2020 ORDER - Transaction 8735089 - Approved By: YVILORIA : 11-05-2021:13:20:57

1,702 11/5/2021 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE - Transaction 8735147 - Approved By: YVILORIA : 11-05-2021:13:51:57

1,703 11/5/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8735208 - Approved By: NOREVIEW : 11-05-2021:13:24:05

1,704 11/5/2021 - 3860 - Request for Submission

Additional Text: Transaction 8735332 - Approved By: NOREVIEW : 11-05-2021:13:49:09
DOCUMENT TITLE: PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE (MOTION) ON SEPT 27, 2021
PARTY SUBMITTING: JONATHAN TEW, ESQ
DATE SUBMITTED: 11-5-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,705 11/5/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8735336 - Approved By: NOREVIEW : 11-05-2021:13:52:29

1,706 11/5/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8735348 - Approved By: NOREVIEW : 11-05-2021:13:54:13

1,707 11/5/2021 - S200 - Request for Submission Complet

Additional Text: MOTION FOR APPOINTMENT OF LAW FIRM ROBISON, SHARP, SULLIVAN AND BRUST FOR COURT-APPOINTED RECEIVER RICHARD M. TEICHNER MOOT PER 11/05/2021 HEARING

1,708 11/8/2021 - MIN - ***Minutes

Additional Text: 11/05/2021 STATUS CONFERENCE - Transaction 8737945 - Approved By: NOREVIEW : 11-08-2021:11:46:21

1,709 11/8/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8737954 - Approved By: NOREVIEW : 11-08-2021:11:48:23

1,710 11/8/2021 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES - Transaction 8738821 - Approved By: YVILORIA : 11-08-2021:15:28:30

1,711 11/8/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8739089 - Approved By: NOREVIEW : 11-08-2021:15:30:27

1,712 11/8/2021 - 3860 - Request for Submission

Additional Text: Transaction 8739274 - Approved By: NOREVIEW : 11-08-2021:16:05:13
DOCUMENT TITLE: DEFENDANTS MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES (MOTION) ON OCT 5, 2021
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 11-8-21
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

1,713 11/8/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8739286 - Approved By: NOREVIEW : 11-08-2021:16:07:15

1,714 11/12/2021 - 3790 - Reply to/in Opposition

Additional Text: REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION AND MOTION FOR RECONSIDERATION OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING DEFENDANTS' MOTION FOR RECONSIDERATION OF DECEMBER 24, 2020 ORDER - Transaction 8747281 - Approved By: YVILORIA : 11-12-2021:16:12:29

1,715 11/12/2021 - 2610 - Notice ...

Additional Text: DEFENDANTS' DISCLOSURE, UNDER PROTEST, OF TWO LICENSED RESERVE STUDY COMPANIES IN ADDITION TO MARI JO BETTERLEY WHO HAS BEEN CONTINUOUSLY PERFORMING RESERVE STUDIES ON THE PROPERTY SINCE 2016 - Transaction 8747396 - Approved By: YVILORIA : 11-12-2021:16:14:36

1,716 11/12/2021 - 3860 - Request for Submission

Additional Text: Transaction 8747454 - Approved By: NOREVIEW : 11-12-2021:16:18:36
DOCUMENT TITLE: Motion for Leave to File Motion for Reconsideration and Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting Defendants' Motion for Reconsideration of December 24, 2020 Order
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 11/12/21
SUBMITTED BY: NM
DATE RECEIVED JUDGE OFFICE:

1,717 11/12/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8747434 - Approved By: NOREVIEW : 11-12-2021:16:14:09

1,718 11/12/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8747444 - Approved By: NOREVIEW : 11-12-2021:16:18:14

1,719 11/12/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8747464 - Approved By: NOREVIEW : 11-12-2021:16:20:44

1,720 11/17/2021 - 3860 - Request for Submission
Additional Text: Transaction 8754816 - Approved By: NOREVIEW : 11-17-2021:14:41:55
DOCUMENT TITLE: 17 PROPOSED ORDERS
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 11/17/21
SUBMITTED BY: NM
DATE RECEIVED JUDGE OFFICE:

1,721 11/17/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8754833 - Approved By: NOREVIEW : 11-17-2021:14:43:58

1,722 11/17/2021 - 4185 - Transcript
Additional Text: 11/5/21 - Status Conference - Transaction 8755402 - Approved By: NOREVIEW : 11-17-2021:16:24:14

1,723 11/17/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8755435 - Approved By: NOREVIEW : 11-17-2021:16:27:28

1,724 11/18/2021 - 2195 - Mtn for Stay ...
Additional Text: PLAINTIFFS' EMERGENCY MOTION TO STAY IMPROPER INITIATION OF FORECLOSURE ON PLAINTIFFS' UNITS AND EXPEDITE NECESSARY RULINGS - Transaction 8757955 - Approved By: SACORDAG : 11-19-2021:07:29:45

1,725 11/18/2021 - 2140 - Mtn Ord Shortening Time
Additional Text: Transaction 8757981 - Approved By: NOREVIEW : 11-18-2021:16:51:53

1,726 11/18/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8757999 - Approved By: NOREVIEW : 11-18-2021:16:53:51

1,727 11/18/2021 - 3860 - Request for Submission
Additional Text: Transaction 8758041 - Approved By: NOREVIEW : 11-18-2021:17:04:54
DOCUMENT TITLE: Ex Parte Motion for Order Shortening Time
PARTY SUBMITTING: JONATHAN TEW, ESQ.
DATE SUBMITTED: 11/18/21
SUBMITTED BY: NM
DATE RECEIVED JUDGE OFFICE:

1,728 11/18/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8758049 - Approved By: NOREVIEW : 11-18-2021:17:06:05

1,729 11/19/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8758272 - Approved By: NOREVIEW : 11-19-2021:07:31:08

1,730 11/19/2021 - 2490 - Motion ...
Additional Text: DEFENDANTS' MOTION FOR RELIEF FROM OBLIGATION TO SUPPLEMENT DISCOVERY UNDER NRCP 26(e)(1) OR IN THE ALTERNATIVE, TO NARROW THE SCOPE OF THE SUPPLEMENTAL DISCOVERY AND FOR PLAINTIFFS TO SHARE COSTS OF SUPPLEMENTAL DISCOVERY AND TO REINSTATE ATTORNEY-CLIENT - Transaction 8759312 - Approved By: NMASON : 11-19-2021:14:12:17

1,731 11/19/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8759638 - Approved By: NOREVIEW : 11-19-2021:14:13:43

1,732 11/19/2021 - 2315 - Mtn to Dismiss ...

Additional Text: DEFENDANTS' MOTION FOR DISMISSAL OF CLAIMS OF DECEASED PARTY PLAINTIFFS DUE TO UNTIMELY FILING OF NOTICE OR SUGGESTION OF DEATH AND MOTION TO SUBSTITUTE PARTY - Transaction 8759974 - Approved By: NMASON : 11-19-2021:15:44:46

1,733 11/19/2021 - 2650 - Opposition to ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 8760152 - Approved By: NMASON : 11-19-2021:15:54:16

1,734 11/19/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8760119 - Approved By: NOREVIEW : 11-19-2021:15:46:52

1,735 11/19/2021 - 2145 - Mtn Ord to Show Cause

Additional Text: Transaction 8760185 - Approved By: NOREVIEW : 11-19-2021:15:58:57

1,736 11/19/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8760169 - Approved By: NOREVIEW : 11-19-2021:15:55:56

1,737 11/19/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8760188 - Approved By: NOREVIEW : 11-19-2021:16:00:16

1,738 11/22/2021 - 3795 - Reply...

Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 8762412 - Approved By: NMASON : 11-22-2021:14:54:41

1,739 11/22/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8762461 - Approved By: NOREVIEW : 11-22-2021:15:01:29

1,740 11/24/2021 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' EMERGENCY MOTION TO STAY IMPROPER INITIATION OF FORECLOSURE ON PLAINTIFFS' UNITS AND EXPEDITE NECESSARY RULINGS - Transaction 8767980 - Approved By: SACORDAG : 11-24-2021:16:28:36

1,741 11/24/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8768011 - Approved By: NOREVIEW : 11-24-2021:16:30:09

1,742 11/30/2021 - 1930 - Letters ...

Additional Text: RECEIVER'S LETTER TO THE COURT, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION IN RECEIVERSHIP - Transaction 8771667 - Approved By: NOREVIEW : 11-30-2021:11:09:22

1,743 11/30/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8771669 - Approved By: NOREVIEW : 11-30-2021:11:10:42

1,744 11/30/2021 - 3795 - Reply...

Additional Text: PLAINTIFFS' REPLY IN SUPPPORT OF EMERGENCY MOTION - Transaction 8772685 - Approved By: SACORDAG : 11-30-2021:15:36:44

1,745 11/30/2021 - 3860 - Request for Submission

Additional Text: Transaction 8772753 - Approved By: NOREVIEW : 11-30-2021:15:42:27
DOCUMENT TITLE: Emergency Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings
PARTY SUBMITTING: J. TEW, ESQ
DATE SUBMITTED: 11/30/2021
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:

1,746 11/30/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8772730 - Approved By: NOREVIEW : 11-30-2021:15:38:49

1,747 11/30/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8772761 - Approved By: NOREVIEW : 11-30-2021:15:43:57

- 1,748 12/3/2021 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AND REQUEST FOR AWARD OF ATTORNEYS' FEES AND COSTS - Transaction 8780175 - Approved By: NMASON : 12-03-2021:16:29:23
- 1,749 12/3/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8780271 - Approved By: NOREVIEW : 12-03-2021:16:31:06
- 1,750 12/8/2021 - 1930 - Letters ...
Additional Text: DFX: MISSING INDEX OF EXHIBITS

DEFENDANTS' RESPONSE TO RECEIVER'S 11/30/2021 LETTER TO THE COURT- Transaction 8788032 - Approved By: NOREVIEW : 12-08-2021:16:55:19
- 1,751 12/8/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8788040 - Approved By: NOREVIEW : 12-08-2021:16:57:09
- 1,752 12/9/2021 - 2610 - Notice ...
Additional Text: NOTICE OF ASSOCIATION OF COUNSEL, ROBERT L. EISENBERG, ESQ., AS COUNSEL FOR PLAINTIFFS - Transaction 8789480 - Approved By: SACORDAG : 12-09-2021:13:41:19
- 1,753 12/9/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8789529 - Approved By: NOREVIEW : 12-09-2021:13:43:12
- 1,754 12/10/2021 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 8791478 - Approved By: NOREVIEW : 12-10-2021:11:41:51
- 1,755 12/10/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8791485 - Approved By: NOREVIEW : 12-10-2021:11:43:37
- 1,756 12/17/2021 - 2260 - Mtn to Relieve Counsel
Additional Text: Transaction 8803088 - Approved By: NOREVIEW : 12-17-2021:11:34:40
- 1,757 12/17/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8803097 - Approved By: NOREVIEW : 12-17-2021:11:36:41
- 1,758 12/17/2021 - 2520 - Notice of Appearance
Additional Text: NOTICE OF APPEARANCE AND ASSOCIATION OF COUNSEL - Transaction 8803666 - Approved By: CSULEZIC : 12-17-2021:15:01:59
- 1,759 12/17/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8803694 - Approved By: NOREVIEW : 12-17-2021:15:03:35
- 1,760 12/17/2021 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR RELIEF FROM OBLIGATION TO SUPPLEMENT UNDER NRCP 26(E)(1) AND MOTION TO REINSTATE ATTORNEY-CLIENT PRIVILEGE - Transaction 8804015 - Approved By: NMASON : 12-17-2021:16:46:30
- 1,761 12/17/2021 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR DISMISSAL OF CLAIMS OF DECEASED PARTY PLAINTIFFS - Transaction 8804057 - Approved By: CSULEZIC : 12-17-2021:16:55:33
- 1,762 12/17/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8804049 - Approved By: NOREVIEW : 12-17-2021:16:48:20
- 1,763 12/17/2021 - NEF - Proof of Electronic Service
Additional Text: Transaction 8804068 - Approved By: NOREVIEW : 12-17-2021:16:59:44
- 1,764 12/17/2021 - 3790 - Reply to/in Opposition
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE - Transaction 8804086 - Approved By: CSULEZIC : 12-20-2021:08:35:53

1,765 12/20/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8804697 - Approved By: NOREVIEW : 12-20-2021:08:37:20

1,766 12/23/2021 - 3860 - Request for Submission

Additional Text: of Motion for Order to Show Cause - Transaction 8811721 - Approved By: NOREVIEW : 12-23-2021:10:09:19

DOCUMENT TITLE: Motion for Order to Show Cause

PARTY SUBMITTING: JARRAD MILLER, ESQ.

DATE SUBMITTED: 12/23/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,767 12/23/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8811722 - Approved By: NOREVIEW : 12-23-2021:10:10:29

1,768 12/23/2021 - 3860 - Request for Submission

Additional Text: Defendant's Request to Submit Proposed Orders - Transaction 8812799 - Approved By: NOREVIEW : 12-23-2021:16:09:54

DOCUMENT TITLE: Defendant's Request to Submit Proposed Orders

PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.

DATE SUBMITTED: 12/23/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,769 12/23/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8812802 - Approved By: NOREVIEW : 12-23-2021:16:11:14

1,770 12/23/2021 - 3860 - Request for Submission

Additional Text: Transaction 8812816 - Approved By: NOREVIEW : 12-23-2021:16:20:45

DOCUMENT TITLE: ORDER DENYING, WITHOUT PREJUDICE, PLAINTIFFS MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD

PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.

DATE SUBMITTED: 12/23/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,771 12/23/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8812819 - Approved By: NOREVIEW : 12-23-2021:16:22:03

1,772 12/27/2021 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR DISMISSAL OF CLAIMS OF DECEASED PARTY PLAINTIFFS DUE TO UNTIMELY FILING OF NOTICE OR SUGGESTION OF DEATH AND MOTION TO SUBSTITUTE PARTY - Transaction 8814299 -

Approved By: NMASON : 12-27-2021:15:24:30

1,773 12/27/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8814423 - Approved By: NOREVIEW : 12-27-2021:15:28:30

1,774 12/28/2021 - 3860 - Request for Submission

Additional Text: Transaction 8815758 - Approved By: NOREVIEW : 12-28-2021:12:17:14

DOCUMENT TITLE: PROPOSED ORDER DENYING RECEIVER'S REQUEST TO APPROVE UPDATED FEES AND ORDER TO CONDUCT NEW CALCULATIONS

PARTY SUBMITTING: DAVID C MCELHINNEY, ESQ

DATE SUBMITTED: DECEMBER 28, 2021

SUBMITTED BY: BBLOUGH

DATE RECEIVED JUDGE OFFICE:

1,775 12/28/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8815765 - Approved By: NOREVIEW : 12-28-2021:12:18:56

1,776 12/28/2021 - 2490 - Motion ...

Additional Text: DEFENDANTS' MOTION TO DISCHARGE RECEIVER AND TERMINATE THE RECEIVERSHIP - Transaction 8816776 -

Approved By: NMASON : 12-28-2021:17:04:24

1,777 12/28/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8816822 - Approved By: NOREVIEW : 12-28-2021:17:06:19

1,778 12/30/2021 - 3860 - Request for Submission

Additional Text: Transaction 8820639 - Approved By: NOREVIEW : 12-30-2021:14:53:09

DOCUMENT TITLE: Motion For Dismissal Of Claims Of Deceased Party Plaintiffs Due To Untimely Filing Of Notice or Suggestion Of Death And Motion To Substitute Party ("Motion")

PARTY SUBMITTING: JENNIFER HOSTETLER, ESQ.

DATE SUBMITTED: 12/30/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,779 12/30/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8820640 - Approved By: NOREVIEW : 12-30-2021:14:54:29

1,780 12/30/2021 - 3860 - Request for Submission

Additional Text: Request to Submit Proposed Order - Transaction 8820676 - Approved By: NOREVIEW : 12-30-2021:15:12:06

DOCUMENT TITLE: Proposed Order Denying Plaintiff's Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings

PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.

DATE SUBMITTED: 12/30/21

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,781 12/30/2021 - NEF - Proof of Electronic Service

Additional Text: Transaction 8820685 - Approved By: NOREVIEW : 12-30-2021:15:13:52

1,782 1/4/2022 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 8824878 - Approved By: NOREVIEW : 01-04-2022:13:00:25

1,783 1/4/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8824893 - Approved By: NOREVIEW : 01-04-2022:13:02:52

1,784 1/4/2022 - 3060 - Ord Granting Mtn ...

Additional Text: ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 8825474 - Approved By: NOREVIEW : 01-04-2022:15:07:34

1,785 1/4/2022 - 3060 - Ord Granting Mtn ...

Additional Text: ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 8825474 - Approved By: NOREVIEW : 01-04-2022:15:07:34

1,786 1/4/2022 - 3060 - Ord Granting Mtn ...

Additional Text: ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 8825474 - Approved By: NOREVIEW : 01-04-2022:15:07:34

1,787 1/4/2022 - 3060 - Ord Granting Mtn ...

Additional Text: ORDER GRANTING PLAINTIFFS' MOTION TO STAY SPECIAL ASSESMENT - Transaction 8825474 - Approved By: NOREVIEW : 01-04-2022:15:07:34

1,788 1/4/2022 - 3370 - Order ...

Additional Text: ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES - Transaction 8825474 - Approved By: NOREVIEW : 01-04-2022:15:07:34

1,789 1/4/2022 - 3370 - Order ...

Additional Text: ORDER DIRECTING RECEIVER TO PREPARE REPORT ON DEFENDANTS' REQUEST FOR REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES - Transaction 8825474 - Approved By: NOREVIEW : 01-04-2022:15:07:34

1,790 1/4/2022 - 2840 - Ord Denying ...

Additional Text: ORDER DENYING AS MOOT DEFENDANTS' EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER - Transaction 8825474 - Approved By: NOREVIEW : 01-04-2022:15:07:34

1,791 1/4/2022 - 3105 - Ord Granting ...

Additional Text: ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES PURSUANT TO THE COURT'S DECEMBER 24, 2020 ORDER GRANTING MOTION FOR CLARIFICATION AND SANCTIONING THE DEFENDANTS - Transaction 8825474 - Approved By: NOREVIEW : 01-04-2022:15:07:34

1,792 1/4/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8825479 - Approved By: NOREVIEW : 01-04-2022:15:09:13

1,793 1/4/2022 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 8825744 - Approved By: NOREVIEW : 01-04-2022:15:58:19

1,794 1/4/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8825749 - Approved By: NOREVIEW : 01-04-2022:16:00:13

1,795 1/4/2022 - S200 - Request for Submission Complet

No additional text exists for this entry.

1,796 1/4/2022 - S200 - Request for Submission Complet

No additional text exists for this entry.

1,797 1/4/2022 - S200 - Request for Submission Complet

No additional text exists for this entry.

1,798 1/4/2022 - S200 - Request for Submission Complet

No additional text exists for this entry.

1,799 1/4/2022 - S200 - Request for Submission Complet

No additional text exists for this entry.

1,800 1/4/2022 - S200 - Request for Submission Complet

No additional text exists for this entry.

1,801 1/4/2022 - S200 - Request for Submission Complet

No additional text exists for this entry.

1,802 1/5/2022 - 3860 - Request for Submission

Additional Text: Transaction 8826324 - Approved By: NOREVIEW : 01-05-2022:08:43:27
DOCUMENT TITLE: Order Denying Plaintiffs' Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification
PARTY SUBMITTING: D. MCELHINNEY, ESQ
DATE SUBMITTED: 01/05/2022
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:

1,803 1/5/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8826327 - Approved By: NOREVIEW : 01-05-2022:08:44:55

1,804 1/5/2022 - 3860 - Request for Submission

Additional Text: [PROPOSED] ORDER DENYING PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE [Pleading Form] - Transaction 8826344 - Approved By: NOREVIEW : 01-05-2022:08:57:09
DOCUMENT TITLE: [PROPOSED] ORDER DENYING PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT
PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.
DATE SUBMITTED: 1/5/22
SUBMITTED BY: NM
DATE RECEIVED JUDGE OFFICE:

1,805 1/5/2022 - 3860 - Request for Submission

Additional Text: Transaction 8826357 - Approved By: NOREVIEW : 01-05-2022:09:02:08
DOCUMENT TITLE: Order Granting Defendants' Emergency Motion to Stay Enforcement of 12/24/2020 Order pending Hearing and Ruling on Motion for Reconsideration
PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.
DATE SUBMITTED: 01/05/2022
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:

1,806 1/5/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8826348 - Approved By: NOREVIEW : 01-05-2022:08:58:45

1,807 1/5/2022 - 3860 - Request for Submission

Additional Text: Transaction 8826362 - Approved By: NOREVIEW : 01-05-2022:09:05:07
DOCUMENT TITLE: Order Granting Defendant's Motion for Leave to File Motion for Reconsideration of December 24, 2020, Order Granting Motion for Clarification and Request for Hearing
PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.
DATE SUBMITTED: 01/05/2022
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:

1,808 1/5/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8826360 - Approved By: NOREVIEW : 01-05-2022:09:03:36

1,809 1/5/2022 - 3860 - Request for Submission

Additional Text: Transaction 8826378 - Approved By: NOREVIEW : 01-05-2022:09:10:05
DOCUMENT TITLE: Order Granting Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures
PARTY SUBMITTING: A. VIGIL, ESQ.
DATE SUBMITTED: 01/05/2022
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:

1,810 1/5/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8826365 - Approved By: NOREVIEW : 01-05-2022:09:06:18

1,811 1/5/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8826382 - Approved By: NOREVIEW : 01-05-2022:09:11:26

1,812 1/6/2022 - 3835 - Report...

Additional Text: RECEIVER'S REPORT - Transaction 8829236 - Approved By: NOREVIEW : 01-06-2022:10:27:00

1,813 1/6/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8829248 - Approved By: NOREVIEW : 01-06-2022:10:29:05

1,814 1/11/2022 - 2645 - Opposition to Mtn ...

Additional Text: RECEIVER'S RESPONSE TO DEFENDANTS' MOTION TO DISCHARGE RECEIVER AND TERMINATE RECEIVERSHIP - Transaction 8838595 - Approved By: YVILORIA : 01-11-2022:16:31:48

1,815 1/11/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8838632 - Approved By: NOREVIEW : 01-11-2022:16:33:32

1,816 1/12/2022 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR RELIEF FROM OBLIGATION TO SUPPLEMENT DISCOVERY UNDER NRCP 26(e)(1) OR IN THE ALTERNATIVE, TO NARROW THE SCOPE OF THE SUPPLEMENTAL DISCOVERY AND FOR PLAINTIFFS TO SHARE COSTS OF SUPPLEMENTAL DISCOVERY AND TO REINSTATE ATTORNEY-CLIENT PRIVILEGE - Transaction 8840921 - Approved By: CSULEZIC : 01-12-2022:16:36:31

1,817 1/12/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8841539 - Approved By: NOREVIEW : 01-12-2022:16:38:35

1,818 1/13/2022 - 3860 - Request for Submission

Additional Text: Transaction 8843629 - Approved By: NOREVIEW : 01-13-2022:16:05:58
DOCUMENT TITLE: Motion For Relief From Obligation To Supplement Under NRCP 26(e)(1) and Motion to Reinstate Attorney-Client Privilege
PARTY SUBMITTING: J. HOSTETLER, ESQ
DATE SUBMITTED: 01/13/2022
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:

1,819 1/13/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8843686 - Approved By: NOREVIEW : 01-13-2022:16:14:53

1,820 1/14/2022 - 2175 - Mtn for Reconsideration

Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 8845642 - Approved By: YVILORIA : 01-14-2022:15:31:32

1,821 1/14/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8845697 - Approved By: NOREVIEW : 01-14-2022:15:33:34

1,822 1/18/2022 - 2175 - Mtn for Reconsideration

Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFF'S MOTION TO STAY SPECIAL ASSESSMENT AND REQUEST FOR ORAL ARGUMENT - Transaction 8848301 - Approved By: YVILORIA : 01-18-2022:14:47:39

1,823 1/18/2022 - 2175 - Mtn for Reconsideration

Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING AS MOOT DEFENDANTS' EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER - Transaction 8848311 - Approved By: YVILORIA : 01-18-2022:14:48:07

1,824 1/18/2022 - 2175 - Mtn for Reconsideration

Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS AND REQUEST FOR ORAL ARGUMENT - Transaction 8848322 - Approved By: YVILORIA : 01-18-2022:14:50:27

1,825 1/18/2022 - 2175 - Mtn for Reconsideration

Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES AND REQUEST FOR ORAL ARGUMENT - Transaction 8848334 - Approved By: YVILORIA : 01-18-2022:14:51:22

1,826 1/18/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8848402 - Approved By: NOREVIEW : 01-18-2022:14:51:28

1,827 1/18/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8848401 - Approved By: NOREVIEW : 01-18-2022:14:51:27

1,828 1/18/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8848412 - Approved By: NOREVIEW : 01-18-2022:14:53:21

1,829 1/18/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8848429 - Approved By: NOREVIEW : 01-18-2022:14:58:31

1,830 1/18/2022 - \$2515 - \$Notice/Appeal Supreme Court

Additional Text: Transaction 8849087 - Approved By: YVILORIA : 01-19-2022:08:11:21

1,831 1/18/2022 - 1310 - Case Appeal Statement

Additional Text: Transaction 8849091 - Approved By: NOREVIEW : 01-18-2022:18:19:09

1,832 1/18/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8849093 - Approved By: NOREVIEW : 01-18-2022:18:21:59

1,833 1/19/2022 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$24.00 was made on receipt DCDC685686.

1,834 1/19/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8849207 - Approved By: NOREVIEW : 01-19-2022:08:13:26

1,835 1/19/2022 - SAB - **Supreme Court Appeal Bond
Additional Text: MEI-GSR HOLDINGS LLC, AM-GSR HOLDINGS LLC, GRAND SIERRA RESORT UNIT OWNERS ASSOC AND GAGE VILLAGE COMM. DEV. - Transaction 8849619 - Approved By: YVILORIA : 01-19-2022:10:26:39

1,836 1/19/2022 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$500.00 was made on receipt DCDC685726.

1,837 1/19/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8849785 - Approved By: NOREVIEW : 01-19-2022:10:28:30

1,838 1/20/2022 - 2587 - Notice of Setting
Additional Text: STATUS CONFERENCE SET FOR 02/04/2022 AT 12:00 PM - Transaction 8852021 - Approved By: NOREVIEW : 01-20-2022:07:39:31

1,839 1/20/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8852025 - Approved By: NOREVIEW : 01-20-2022:07:40:53

1,840 1/21/2022 - 4113 - District Ct Deficiency Notice
Additional Text: SUPREME COURT FILING FEE - Transaction 8854900 - Approved By: NOREVIEW : 01-21-2022:08:47:25

1,841 1/21/2022 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 8854900 - Approved By: NOREVIEW : 01-21-2022:08:47:25

1,842 1/21/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8854906 - Approved By: NOREVIEW : 01-21-2022:08:48:42

1,843 1/24/2022 - 2520 - Notice of Appearance
Additional Text: BRIANA N COLLINGS ESQ / PLTS - Transaction 8859554 - Approved By: YVILORIA : 01-25-2022:08:17:25

1,844 1/25/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8860008 - Approved By: NOREVIEW : 01-25-2022:08:19:11

1,845 1/27/2022 - 1187 - **Supreme Court Case No. ...
Additional Text: SUPREME COURT NO. 84143 - MEI-GSR HOLDINGS

1,846 1/28/2022 - 2195 - Mtn for Stay ...
Additional Text: DEFENDANTS' EMERGENCY MOTION TO STAY ENFORCEMENT OF THE COURT'S SEVEN ORDERS ENTERED JANUARY 4, 2022, PENDING HEARING AND RULING ON DEFENDANTS MOTIONS FOR RECONSIDERATION AND APPEAL - Transaction 8869160 - Approved By: SACORDAG : 01-28-2022:14:42:35

1,847 1/28/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8869231 - Approved By: NOREVIEW : 01-28-2022:14:46:45

1,848 1/31/2022 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION TO DISCHARGE RECEIVER AND TERMINATE RECEIVERSHIP - Transaction 8871781 - Approved By: YVILORIA : 01-31-2022:14:14:20

1,849 1/31/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8871792 - Approved By: NOREVIEW : 01-31-2022:14:16:24

1,850 2/1/2022 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 84143 / RECEIPT FOR DOCUMENTS - Transaction 8873263 - Approved By: NOREVIEW : 02-01-2022:09:32:23

1,851 2/1/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8873281 - Approved By: NOREVIEW : 02-01-2022:09:34:18

1,852 2/1/2022 - 2145 - Mtn Ord to Show Cause
Additional Text: PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT Transaction 8874898 - Approved By: NOREVIEW : 02-01-2022:15:31:34

1,853 2/1/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8874903 - Approved By: NOREVIEW : 02-01-2022:15:33:02

1,854 2/4/2022 - 3860 - Request for Submission
Additional Text: Transaction 8881038 - Approved By: NOREVIEW : 02-04-2022:10:09:50
DOCUMENT TITLE: REQUEST FOR SUBMISSION OF PROPOSED ORDERS
PARTY SUBMITTING: JARRAD MILLER, ESQ.
DATE SUBMITTED: 2/4/22
SUBMITTED BY: NM
DATE RECEIVED JUDGE OFFICE:

1,855 2/4/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8881049 - Approved By: NOREVIEW : 02-04-2022:10:12:01

1,856 2/4/2022 - MIN - ***Minutes
Additional Text: 02/04/2022 STATUS CONFERENCE - Transaction 8881853 - Approved By: NOREVIEW : 02-04-2022:13:45:27

1,857 2/4/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8881856 - Approved By: NOREVIEW : 02-04-2022:13:46:52

1,858 2/7/2022 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 8884382 - Approved By: NOREVIEW : 02-07-2022:14:30:35

1,859 2/7/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8884395 - Approved By: NOREVIEW : 02-07-2022:14:33:29

1,860 2/9/2022 - 3975 - Statement ...
Additional Text: Submission of Receiver's statement on Fees - Transaction 8889317 - Approved By: NOREVIEW : 02-09-2022:14:27:58

1,861 2/9/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8889358 - Approved By: NOREVIEW : 02-09-2022:14:33:59

1,862 2/9/2022 - 1960 - Memorandum ...
Additional Text: Court Mandated Memorandum Regarding Payment of Receiver's Invoices - Transaction 8889729 - Approved By: NOREVIEW : 02-09-2022:15:53:24

1,863 2/9/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8889745 - Approved By: NOREVIEW : 02-09-2022:15:55:49

1,864 2/9/2022 - 3880 - Response...
Additional Text: PLAINTIFFS' RESPONSE REGARDING PAYMENT OF THE RECEIVER AND THE RECEIVER'S COUNSEL - Transaction 8889806 - Approved By: YVILORIA : 02-09-2022:16:16:37

1,865 2/9/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8889864 - Approved By: NOREVIEW : 02-09-2022:16:18:25

1,866 2/14/2022 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION TO DISCHARGE RECEIVER AND TERMINATE THE RECEIVERSHIP
Transaction 8896977 - Approved By: NOREVIEW : 02-14-2022:15:16:39

1,867 2/14/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8896986 - Approved By: NOREVIEW : 02-14-2022:15:18:28

1,868 2/14/2022 - 3860 - Request for Submission

Additional Text: Transaction 8897015 - Approved By: NOREVIEW : 02-14-2022:15:26:10

DOCUMENT TITLE: MOTION (PROPOSED ORDER EX1)

PARTY SUBMITTING: JENNIFER HOSTETLER ESQ

DATE SUBMITTED: 2-14-22

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

1,869 2/14/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8897022 - Approved By: NOREVIEW : 02-14-2022:15:27:50

1,870 2/14/2022 - 3860 - Request for Submission

Additional Text: Transaction 8897252 - Approved By: NOREVIEW : 02-14-2022:16:14:27

DOCUMENT TITLE: 1. [PROPOSED] OMNIBUS ORDER REGARDING (1) PLAINTIFFS' MOTION TO EXPEDITE RULINGS OR STAY; (2) PLAINTIFFS' MOTION FOR ORDER SHORTENING TIME; (3) DEFENDANTS' MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES AND (4) PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE (Attached hereto as Exhibit 1) and 2. [PROPOSED] ORDER GRANTING MOTION FOR DISMISSAL OF CLAIMS OF DECEASED PARTY PLAINTIFFS DUE TO UNTIMELY FILING OF NOTICE OR SUGGESTION OF DEATH AND MOTION TO SUBSTITUTE PARTY (Attached hereto as Exhibit 2).

PARTY SUBMITTING: DAVID MCELHINNEY ESQ

DATE SUBMITTED: 2-14-22

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

1,871 2/14/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8897305 - Approved By: NOREVIEW : 02-14-2022:16:21:26

1,872 2/14/2022 - 3860 - Request for Submission

Additional Text: Transaction 8897413 - Approved By: NOREVIEW : 02-14-2022:16:45:34

DOCUMENT TITLE: 1. [PROPOSED] OMNIBUS ORDER REGARDING (1) PLAINTIFFS' MOTION TO EXPEDITE RULINGS OR STAY; (2) PLAINTIFFS' MOTION FOR ORDER SHORTENING TIME; (3) DEFENDANTS' MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES AND (4) PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE (Attached hereto as Exhibit 1) and 2. [PROPOSED] ORDER GRANTING MOTION FOR DISMISSAL OF CLAIMS OF DECEASED PARTY PLAINTIFFS DUE TO UNTIMELY FILING OF NOTICE OR SUGGESTION OF DEATH AND MOTION TO SUBSTITUTE PARTY (Attached hereto as Exhibit 2).

PARTY SUBMITTING: DAVID MCELHINNEY ESQ

DATE SUBMITTED: 2-14-22

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

1,873 2/14/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8897422 - Approved By: NOREVIEW : 02-14-2022:16:47:39

1,874 2/14/2022 - 3860 - Request for Submission

Additional Text: Transaction 8897527 - Approved By: NOREVIEW : 02-14-2022:17:22:19

DOCUMENT TITLE: [PROPOSED] ORDER GRANTING DEFENDANTS' MOTION TO DISCHARGE RECEIVER AND TERMINATE THE RECEIVERSHIP BE RE-SUBMITTED WITH THE FOLLOWING CORRECTION: THE "SUBMITTED BY" SIGNATURE BLOCK IN THE ORIGINAL WAS INCORRECT AND HAS BEEN RECTIFIED IN THE ATTACHED PROPOSED ORDER

PARTY SUBMITTING: JENNIFER HOSTETLER ESQ

DATE SUBMITTED: 2-14-22

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

1,875 2/14/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8897529 - Approved By: NOREVIEW : 02-14-2022:17:23:39

1,876 2/14/2022 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING AS MOOT DEFENDANTS' EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER - Transaction 8897535 - Approved By: YVILORIA : 02-15-2022:08:49:37

1,877 2/14/2022 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTI - Transaction 8897535 - Approved By: YVILORIA : 02-15-2022:08:49:37

1,878 2/14/2022 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS AND REQUEST FOR ORAL ARGUMENT - Transaction 8897535 - Approved By: YVILORIA : 02-15-2022:08:49:37

1,879 2/14/2022 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFFS' MOTION TO STAY SPECIAL ASSESSMENT - Transaction 8897535 - Approved By: YVILORIA : 02-15-2022:08:49:37

1,880 2/14/2022 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES AND REQUEST FOR ORAL ARGUMENT - Transaction 8897535 - Approved By: YVILORIA : 02-15-2022:08:49:37

1,881 2/14/2022 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' EMERGENCY MOTION TO STAY ENFORCEMENT OF THE COURT'S SEVEN ORDERS ENTERED JANUARY 4, 2022, PENDING HEARING AND RULING ON DEFENDANTS' MOTIONS FOR RECONSIDERATION AND APPEAL - Transaction 8897537 - Approved By: YVILORIA : 02-15-2022:08:50:14

1,882 2/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8897915 - Approved By: NOREVIEW : 02-15-2022:08:51:16

1,883 2/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8897918 - Approved By: NOREVIEW : 02-15-2022:08:51:59

1,884 2/15/2022 - 3870 - Request

Additional Text: Request For Transcript - Transaction 8900130 - Approved By: NOREVIEW : 02-15-2022:17:30:39

1,885 2/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8900132 - Approved By: NOREVIEW : 02-15-2022:17:32:16

1,886 2/16/2022 - 3880 - Response...

Additional Text: RECEIVER'S RESPONSE TO DEFENDANTS' MEMORANDUM REGARDNG PAYMENT OF RECEIVER'S INVOICES - Transaction 8901524 - Approved By: YVILORIA : 02-16-2022:13:55:04

1,887 2/16/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8901576 - Approved By: NOREVIEW : 02-16-2022:13:56:49

1,888 2/16/2022 - 3880 - Response...

Additional Text: DEFENDANTS' RESPONSE TO PLAINTIFFS' AND RECEIVER'S RESPONSE REGARDING PAYMENT OF THE RECEIVER AND THE RECEIVER'S COUNSEL FILED 2/9/2022 - Transaction 8902198 - Approved By: YVILORIA : 02-16-2022:16:14:01

1,889 2/16/2022 - 3880 - Response...

Additional Text: PLAINTIFFS' RESPONSE TO DEFENDANTS' COURT ORDERED MEMORANDUM REGARDING PAYMENT OF INVOICES - Transaction 8902234 - Approved By: YVILORIA : 02-16-2022:16:21:24

1,890 2/16/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8902249 - Approved By: NOREVIEW : 02-16-2022:16:19:42

1,891 2/16/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8902274 - Approved By: NOREVIEW : 02-16-2022:16:24:00

1,892 2/17/2022 - 3860 - Request for Submission

Additional Text: Transaction 8904138 - Approved By: NOREVIEW : 02-17-2022:14:40:50

DOCUMENT TITLE: REQUESTS THAT THE MATTERS ADDRESSED IN BRIEFING SUBMITTED BY THE RECEIVER AND THE PARTIES REGARDING THE PAYMENT OF THE FEES OF THE RECEIVER AND HIS COUNSEL ORDERED BY THE COURT AT THE STATUS CONFERENCE ON FEB 4, 2022

PARTY SUBMITTING: STEFANIE SHARP ESQ

DATE SUBMITTED: 2-17-22

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

1,893 2/17/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8904161 - Approved By: NOREVIEW : 02-17-2022:14:44:44

1,894 2/18/2022 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT - Transaction 8906655 - Approved By: YVILORIA : 02-18-2022:14:55:24

1,895 2/18/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8906675 - Approved By: NOREVIEW : 02-18-2022:14:57:56

1,896 2/22/2022 - 2645 - Opposition to Mtn ...

Additional Text: RECEIVER'S OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER APPROVING RECEIVER REQUEST TO APPROVE UPDATED FEES AND REQUEST FOR ORAL ARGUMENT - Transaction 8908594 -

Approved By: JBYE : 02-22-2022:13:01:11

1,897 2/22/2022 - 2645 - Opposition to Mtn ...

Additional Text: RECEIVER'S OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS AND INSTRUCTIONS AND REQUEST FOR ORAL ARGUMENT - Transaction 8908624 -

Approved By: YVILORIA : 02-22-2022:12:34:35

1,898 2/22/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8908899 - Approved By: NOREVIEW : 02-22-2022:13:08:40

1,899 2/22/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8908900 - Approved By: NOREVIEW : 02-22-2022:13:08:48

1,900 2/22/2022 - 1040 - Affidavit of Mailing

Additional Text: Transaction 8909420 - Approved By: NOREVIEW : 02-22-2022:14:48:53

1,901 2/22/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8909668 - Approved By: NOREVIEW : 02-22-2022:15:37:45

1,902 2/23/2022 - 2315 - Mtn to Dismiss ...

Additional Text: MOTION TO DISMISS PURSUANT TO NRCP 41(e) - Transaction 8912535 - Approved By: YVILORIA : 02-24-2022:08:16:37

1,903 2/24/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8912699 - Approved By: NOREVIEW : 02-24-2022:08:24:11

1,904 2/25/2022 - 3790 - Reply to/in Opposition

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF EMERGENCY MOTION TO STAY ENFORCEMENT OF THE COURT'S SEVEN ORDERS ENTERED JANUARY 4, 2022, PENDING HEARING AND RULING ON DEFENDANTS' MOTIONS FOR RECONSIDERATION AND APPEAL - Transaction 8915830 - Approved By: YVILORIA : 02-25-2022:11:02:06

1,905 2/25/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8915906 - Approved By: NOREVIEW : 02-25-2022:11:05:03

- 1,906 2/25/2022 - 1955 - Memorandum Points&Authorities
Additional Text: PLAINTIFFS' BRIEF RE: APPROPRIATENESS FOR COURT TO CONSIDER OUTSTANDING MATTERS - Transaction 8917264 - Approved By: NOREVIEW : 02-25-2022:16:23:25
- 1,907 2/25/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8917273 - Approved By: NOREVIEW : 02-25-2022:16:25:31
- 1,908 2/25/2022 - 1955 - Memorandum Points&Authorities
Additional Text: Transaction 8917370 - Approved By: NOREVIEW : 02-25-2022:17:01:28
- 1,909 2/28/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8917708 - Approved By: NOREVIEW : 02-28-2022:07:10:44
- 1,910 2/28/2022 - 3860 - Request for Submission
Additional Text: Transaction 8918807 - Approved By: NOREVIEW : 02-28-2022:13:02:45
DOCUMENT TITLE: EMERGENCY MOTION TO STAY ENFORCEMENT OF THE COURT'S SEVEN ORDERS ENTERED JAN 4, 2022 PENDING HEARING AND RULING ON DEFENDANTS MOTIONS FOR RECONSIDERATION AND APPEAL
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 2-28-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 1,911 2/28/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8918837 - Approved By: NOREVIEW : 02-28-2022:13:08:50
- 1,912 2/28/2022 - 3795 - Reply...
Additional Text: Transaction 8919304 - Approved By: NOREVIEW : 02-28-2022:14:54:39
- 1,913 2/28/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8919380 - Approved By: NOREVIEW : 02-28-2022:15:06:04
- 1,914 2/28/2022 - 3860 - Request for Submission
Additional Text: Transaction 8919462 - Approved By: NOREVIEW : 02-28-2022:15:20:20
DOCUMENT TITLE: MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEPT OF COURT ON FEB. 1, 2022
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 2-28-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 1,915 2/28/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8919644 - Approved By: NOREVIEW : 02-28-2022:16:07:22
- 1,916 3/1/2022 - 2222 - Mtn for TRO
Additional Text: APPLICATION FOR TEMPORARY RESTRAINING ORDER, AND MOTION FOR PRELIMINARY INJUNCTION
Transaction 8922195 - Approved By: NOREVIEW : 03-01-2022:16:58:58
- 1,917 3/1/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8922201 - Approved By: NOREVIEW : 03-01-2022:17:00:55
- 1,918 3/2/2022 - 1650 - Errata...
Additional Text: Transaction 8923368 - Approved By: NOREVIEW : 03-02-2022:12:10:46
- 1,919 3/2/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8923389 - Approved By: NOREVIEW : 03-02-2022:12:20:27
- 1,920 3/2/2022 - 2145 - Mtn Ord to Show Cause
Additional Text: Transaction 8924880 - Approved By: NOREVIEW : 03-02-2022:16:57:05

1,921 3/2/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8924885 - Approved By: NOREVIEW : 03-02-2022:16:58:42

1,922 3/3/2022 - 3373 - Other ...
Additional Text: COURT'S ADMONISHMENT REGARDING INAPPROPRIATE PROFESSIONAL CONDUCT - Transaction 8927397 -
Approved By: NOREVIEW : 03-03-2022:18:46:58

1,923 3/3/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8927401 - Approved By: NOREVIEW : 03-03-2022:18:47:56

1,924 3/4/2022 - 3795 - Reply...
Additional Text: Re ISO MFL Mtn for Recon Ord Granting Rec'r Mtn for Updated Fees - Transaction 8929708 - Approved By:
NOREVIEW : 03-04-2022:15:47:38

1,925 3/4/2022 - 3795 - Reply...
Additional Text: RE ISO MFL Mtn for Recon Ord Grant Rec'r Mtn for Ord & Inst - Transaction 8929723 - Approved By: NOREVIEW :
03-04-2022:15:48:59

1,926 3/4/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8929730 - Approved By: NOREVIEW : 03-04-2022:15:52:07

1,927 3/4/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8929732 - Approved By: NOREVIEW : 03-04-2022:15:52:09

1,928 3/4/2022 - 3880 - Response...
Additional Text: DEFENDANTS' RESPONSE TO PLAINTIFFS' BRIEF RE: APPROPRIATENESS TO CONSIDER OUTSTANDING MATTERS -
Transaction 8929755 - Approved By: YVILORIA : 03-04-2022:15:56:39

1,929 3/4/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8929779 - Approved By: NOREVIEW : 03-04-2022:15:57:41

1,930 3/4/2022 - 3795 - Reply...
Additional Text: Transaction 8929807 - Approved By: NOREVIEW : 03-04-2022:16:04:06

1,931 3/4/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8929809 - Approved By: NOREVIEW : 03-04-2022:16:04:51

1,932 3/8/2022 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO DISMISS PURSUANT TO NRCP 41(E) - Transaction 8934563 -
Approved By: YVILORIA : 03-08-2022:15:46:22

1,933 3/8/2022 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 8934703 - Approved By: NOREVIEW : 03-08-2022:15:47:42

1,934 3/8/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8934775 - Approved By: NOREVIEW : 03-08-2022:16:01:55

1,935 3/8/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8934783 - Approved By: NOREVIEW : 03-08-2022:16:02:56

1,936 3/8/2022 - 2520 - Notice of Appearance
Additional Text: TODD ALEXANDER ESQ / PLAINTIFFS - Transaction 8934865 - Approved By: YVILORIA : 03-08-2022:16:31:53

1,937 3/8/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8934931 - Approved By: NOREVIEW : 03-08-2022:16:32:54

1,938 3/9/2022 - 3845 - Request for Hearing

Additional Text: EMERGENCY REQUEST FOR HEARING TO BE SET FRIDAY, MARCH 11, 2022 ON PLAINTIFFS' EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION - Transaction 8937156 - Approved By: NOREVIEW : 03-09-2022:15:16:39

1,939 3/9/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8937182 - Approved By: NOREVIEW : 03-09-2022:15:20:37

1,940 3/10/2022 - 2587 - Notice of Setting

Additional Text: Transaction 8938870 - Approved By: NOREVIEW : 03-10-2022:11:35:31

1,941 3/10/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8938874 - Approved By: NOREVIEW : 03-10-2022:11:36:26

1,942 3/10/2022 - 3795 - Reply...

Additional Text: RE ISO Mtn for Leave to File Reconsideration of Court Order Denying as Moot Defendant's Motion - Transaction 8939703 - Approved By: NOREVIEW : 03-10-2022:14:40:06

1,943 3/10/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8939735 - Approved By: NOREVIEW : 03-10-2022:14:44:55

1,944 3/10/2022 - 3860 - Request for Submission

Additional Text: Transaction 8939741 - Approved By: NOREVIEW : 03-10-2022:14:45:43

DOCUMENT TITLE: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING AS MOOT DEFENDANTS' EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER

PARTY SUBMITTING: DAVID MCELHINNEY ESQ

DATE SUBMITTED: 3-10-22

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

1,945 3/10/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8939754 - Approved By: NOREVIEW : 03-10-2022:14:46:42

1,946 3/11/2022 - 1695 - ** Exhibit(s) ...

Additional Text: EXHIBITS 1-4 MARKED AND ADMITTED

1,947 3/11/2022 - 3795 - Reply...

Additional Text: Transaction 8941664 - Approved By: NOREVIEW : 03-11-2022:13:54:34

1,948 3/11/2022 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES - Transaction 8941664 - Approved By: NOREVIEW : 03-11-2022:13:54:34

1,949 3/11/2022 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFF'S MOTION TO STAY SPECIAL ASSESSMENT AND REQUEST FOR ORAL ARGUMENT - Transaction 8941765 - Approved By: NOREVIEW : 03-11-2022:14:21:24

1,950 3/11/2022 - 3795 - Reply...

Additional Text: DFX: IMAGINE HAS NOT BEEN LOADED OR SCANNED YET - Transaction 8941765 - Approved By: NOREVIEW : 03-11-2022:14:21:24

1,951 3/11/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8941772 - Approved By: NOREVIEW : 03-11-2022:14:22:52

1,952 3/11/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8941777 - Approved By: NOREVIEW : 03-11-2022:14:23:35

1,953 3/11/2022 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER - Transaction 8941898 - Approved By: NOREVIEW : 03-11-2022:14:49:13

1,954 3/11/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8941900 - Approved By: NOREVIEW : 03-11-2022:14:50:23

1,955 3/11/2022 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS AND REQUEST FOR ORAL ARGUMENT - Transaction 8941962 - Approved By: NOREVIEW : 03-11-2022:15:00:05

1,956 3/11/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8941966 - Approved By: NOREVIEW : 03-11-2022:15:00:56

1,957 3/11/2022 - TRO - **TRO Cash Bond

Additional Text: Bond ID: TRO-22-00001; Total Bond Amount: \$50,000.00.

Bond Code, TRO, Receipted for: SITE DEFINED TRUST DEPOSIT, on 11-MAR-2022 in the amount of \$50,000.00 on case ID CV12-02222.

1,958 3/11/2022 - 2610 - Notice ...

Additional Text: NOTICE OF POSTING OF BOND - Transaction 8942042 - Approved By: YVILORIA : 03-11-2022:15:40:25

1,959 3/11/2022 - 2610 - Notice ...

Additional Text: NOTICE OF POSTING OF BOND - Transaction 8942042 - Approved By: YVILORIA : 03-11-2022:15:40:25

1,960 3/11/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8942133 - Approved By: NOREVIEW : 03-11-2022:15:44:05

1,961 3/15/2022 - 3860 - Request for Submission

Additional Text: Transaction 8947386 - Approved By: NOREVIEW : 03-15-2022:14:41:17

DOCUMENT TITLE: 1. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER ON JANUARY 14, 2022; THE PLAINTIFFS FILED THEIR OPPOSITION ON FEBRUARY 14, 2022; AND THE DEFENDANTS FILED THEIR REPLY ON MARCH 11, 2022. 2. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFF'S MOTION TO STAY SPECIAL ASSESSMENT AND REQUEST FOR ORAL ARGUMENT ON JANUARY 18, 2022; PLAINTIFFS FILED THEIR OPPOSITION ON FEBRUARY 14, 2022; DEFENDANTS FILED THEIR REPLY ON MARCH 11, 2022. 3. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS AND REQUEST FOR ORAL ARGUMENT ON JANUARY 18, 2022. THE PLAINTIFFS' FILED THEIR OPPOSITION ON FEBRUARY 14, 2022; AND DEFENDANTS' REPLY WAS FILED ON MARCH 11, 2022. A. ADDITIONALLY, THE RECEIVER FILED HIS OPPOSITION TO THE MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS AND REQUEST FOR ORAL ARGUMENT ON FEBRUARY 22, 2022; AND THE DEFENDANTS FILED THEIR REPLY TO THE RECEIVER ON MARCH 4, 2022. 4. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES ON JANUARY 18, 2022; PLAINTIFFS FILED THEIR OPPOSITION ON FEBRUARY 14, 2022; DEFENDANTS FILED THEIR REPLY ON MARCH 11, 2022.

A. ADDITIONALLY, THE RECEIVER FILED HIS OPPOSITION TO THE MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES ON FEBRUARY 22, 2022; AND THE DEFENDANTS FILED THEIR REPLY TO THE RECEIVER ON MARCH 4, 2022.

PARTY SUBMITTING: JENNIFER HOSTETLER ESQ

DATE SUBMITTED: 3-15-22

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

1,962 3/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8947436 - Approved By: NOREVIEW : 03-15-2022:14:49:52

1,963 3/17/2022 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION - Transaction 8953058 - Approved By: YVILORIA : 03-18-2022:08:15:05

1,964 3/17/2022 - 3795 - Reply...
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION TO DISMISS PURSUANT TO NRCP 41(E) - Transaction 8953065 -
Approved By: NOREVIEW : 03-17-2022:17:09:16

1,965 3/17/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8953067 - Approved By: NOREVIEW : 03-17-2022:17:10:06

1,966 3/17/2022 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS
SHOULD NOT BE HELD IN CONTEMPT OF COURT - Transaction 8953068 - Approved By: YVILORIA : 03-18-2022:08:16:09

1,967 3/18/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8953203 - Approved By: NOREVIEW : 03-18-2022:08:17:42

1,968 3/18/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8953220 - Approved By: NOREVIEW : 03-18-2022:08:20:36

1,969 3/18/2022 - 2610 - Notice ...
Additional Text: RECEIVER'S EX PARTE NOTICE OF INTENT NOT TO APPEAR AT MARCH 25, 2022 HEARING ON PLAINTIFF'S MOTION
FOR PRELIMINARY INJUNCTION - Transaction 8953873 - Approved By: YVILORIA : 03-18-2022:11:53:34

1,970 3/18/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8953973 - Approved By: NOREVIEW : 03-18-2022:11:59:19

1,971 3/21/2022 - 2587 - Notice of Setting
Additional Text: Transaction 8955405 - Approved By: NOREVIEW : 03-21-2022:08:56:46

1,972 3/21/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8955409 - Approved By: NOREVIEW : 03-21-2022:08:59:03

1,973 3/22/2022 - 2610 - Notice ...
Additional Text: NOTICE OF POSTING BOND - Transaction 8959201 - Approved By: YVILORIA : 03-22-2022:14:55:06

1,974 3/22/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8959253 - Approved By: NOREVIEW : 03-22-2022:14:59:45

1,975 3/22/2022 - 4092 - Supersedeas Bond (Surety)Filed
Additional Text: SUPERSEDEAS BOND ON APPEAL

1,976 3/23/2022 - 1665 - Ex-Parte Application...
Additional Text: Ex-Parte Application For Temporary Stay - Transaction 8961405 - Approved By: NMASON : 03-23-2022:15:43:50

1,977 3/23/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8961607 - Approved By: NOREVIEW : 03-23-2022:15:48:22

1,978 3/24/2022 - 3795 - Reply...
Additional Text: in Support of Application for Temporary Restraining Order - Transaction 8964582 - Approved By: NOREVIEW :
03-24-2022:17:49:56

1,979 3/24/2022 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF APPLICATION FOR TEMPORARY RESTRAINING ORDER, AND MOTION FOR
PRELIMINARY INJUNCTION - Transaction 8964582 - Approved By: YVILORIA : 03-25-2022:08:12:42

1,980 3/25/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8964757 - Approved By: NOREVIEW : 03-25-2022:08:13:20

1,981 3/25/2022 - 1770 - General Notice
Additional Text: Transaction 8964884 - Approved By: NOREVIEW : 03-25-2022:08:57:38

1,982 3/25/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8964887 - Approved By: NOREVIEW : 03-25-2022:08:58:40

1,983 3/28/2022 - 1520 - Declaration

Additional Text: Declaration of Shannon Keel ISO Defendant's Opposition to Plaintiff's Motion for TRO - Transaction 8968806 -

Approved By: NOREVIEW : 03-28-2022:16:29:46

1,984 3/28/2022 - 1520 - Declaration

Additional Text: Declaration of Gayle Kern ISO Defendant's Opposition to Plaintiff's Motion for TRO - Transaction 8968806 - Approved

By: NOREVIEW : 03-28-2022:16:29:46

1,985 3/28/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8968843 - Approved By: NOREVIEW : 03-28-2022:16:33:58

1,986 3/28/2022 - 1520 - Declaration

Additional Text: Declaration of Gayle Kern ISO Defendant's Opposition to Plaintiff's Motion for TRO - Transaction 8968881 - Approved

By: NOREVIEW : 03-28-2022:16:42:27

1,987 3/28/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8968895 - Approved By: NOREVIEW : 03-28-2022:16:44:09

1,988 3/31/2022 - 3860 - Request for Submission

Additional Text: Transaction 8975739 - Approved By: NOREVIEW : 03-31-2022:16:13:57

DOCUMENT TITLE: Order Granting Preliminary Injunction

PARTY SUBMITTING: JONATHAN TEW, ESQ.

DATE SUBMITTED: 3/31/22

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

1,989 3/31/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8975940 - Approved By: NOREVIEW : 03-31-2022:17:51:42

1,990 4/4/2022 - 3860 - Request for Submission

Additional Text: Transaction 8979163 - Approved By: NOREVIEW : 04-04-2022:10:51:01

DOCUMENT TITLE: PROPOSED ORDER DENYING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

PARTY SUBMITTING: DAVID MCELHINNEY ESQ

DATE SUBMITTED: 4-4-22

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

1,991 4/4/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8979166 - Approved By: NOREVIEW : 04-04-2022:10:52:18

1,992 4/5/2022 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD

NOT BE HELD IN CONTEMPT OF COURT - Transaction 8982201 - Approved By: NOREVIEW : 04-05-2022:13:34:36

1,993 4/5/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8982210 - Approved By: NOREVIEW : 04-05-2022:13:35:47

1,994 4/5/2022 - 3860 - Request for Submission

Additional Text: Transaction 8982343 - Approved By: NOREVIEW : 04-05-2022:13:56:08

DOCUMENT TITLE: Motion for Order to Show Cause as to Why the Defendants Should Not Be Held in Contempt of Court

PARTY SUBMITTING: J. TEW, ESQ

DATE SUBMITTED: 04/05/2022

SUBMITTED BY: SJA

DATE RECEIVED JUDGE OFFICE:

1,995 4/5/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 8982415 - Approved By: NOREVIEW : 04-05-2022:14:00:00

- 1,996 4/6/2022 - 2650 - Opposition to ...
Additional Text: OPPOSITION TO DEFENDANTS' EX PARTE APPLICATION FOR STAY - Transaction 8984996 - Approved By: YVILORIA : 04-06-2022:15:24:57
- 1,997 4/6/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8985131 - Approved By: NOREVIEW : 04-06-2022:15:32:17
- 1,998 4/7/2022 - 3835 - Report...
Additional Text: RECEIVER'S REPORT - Transaction 8987950 - Approved By: NOREVIEW : 04-07-2022:17:08:43
- 1,999 4/7/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 8987975 - Approved By: NOREVIEW : 04-07-2022:17:11:02
- 2,000 4/15/2022 - 3795 - Reply...
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF EX PARTE APPLICATION FOR INTERIM STAY OF ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES
- Transaction 9001205 - Approved By: NOREVIEW : 04-15-2022:12:45:28
- 2,001 4/15/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9001471 - Approved By: NOREVIEW : 04-15-2022:13:58:42
- 2,002 4/15/2022 - 3860 - Request for Submission
Additional Text: Transaction 9001502 - Approved By: NOREVIEW : 04-15-2022:14:07:26
DOCUMENT TITLE: PROPOSED ORDER GRANTING DEFENDANTS EX PARTE APPLICATION FOR INTERIM STAY OF ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 4-15-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 2,003 4/15/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9001510 - Approved By: NOREVIEW : 04-15-2022:14:09:30
- 2,004 4/19/2022 - 4185 - Transcript
Additional Text: ORAL ARGUMENTS - MOTION TO DISMISS - APRIL 8TH, 2022 - Transaction 9005456 - Approved By: NOREVIEW : 04-19-2022:11:34:29
- 2,005 4/19/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9005462 - Approved By: NOREVIEW : 04-19-2022:11:36:11
- 2,006 4/20/2022 - 4127 - Supreme Ct Ord Dismis Appeal
Additional Text: SUPREME COURT NO. 84143 / ORDER DISMISSING APPEAL - Transaction 9008395 - Approved By: NOREVIEW : 04-20-2022:15:12:04
- 2,007 4/20/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9008519 - Approved By: NOREVIEW : 04-20-2022:15:30:49
- 2,008 4/22/2022 - 2610 - Notice ...
Additional Text: RECEIVERS EX PARTE NOTICE OF INTENT NOT TO APPEAR AT THE MAY 12, 2022 STATUS HEARING - Transaction 9012976 - Approved By: YVILORIA : 04-22-2022:15:08:18
- 2,009 4/22/2022 - 2610 - Notice ...
Additional Text: RECEIVERS EX PARTE NOTICE OF INTENT NOT TO APPEAR AT THE MAY 12, 2022 STATUS HEARING - Transaction 9012976 - Approved By: YVILORIA : 04-22-2022:15:08:18
- 2,010 4/22/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9013125 - Approved By: NOREVIEW : 04-22-2022:15:28:58
- 2,011 4/22/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9013125 - Approved By: NOREVIEW : 04-22-2022:15:28:58

- 2,012 4/22/2022 - 3870 - Request
Additional Text: RECEIVER'S EX PARTE REQUEST FOR CLARIFICATION - Transaction 9013501 - Approved By: NOREVIEW : 04-22-2022:16:35:44
- 2,013 4/22/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9013511 - Approved By: NOREVIEW : 04-22-2022:16:38:55
- 2,014 4/25/2022 - 2650 - Opposition to ...
Additional Text: DEFENDANTS' OPPOSITION TO RECEIVER'S EX PARTE REQUEST FOR CLARIFICATION - Transaction 9014756 - Approved By: YVILORIA : 04-25-2022:11:20:09
- 2,015 4/25/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9014792 - Approved By: NOREVIEW : 04-25-2022:11:21:47
- 2,016 4/25/2022 - 2145 - Mtn Ord to Show Cause
Additional Text: PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST FOR ORAL ARGUMENT ON MOTION DURING HEARING SET FOR MAY 12, 2022
Transaction 9015649 - Approved By: NOREVIEW : 04-25-2022:14:38:50
- 2,017 4/25/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9015664 - Approved By: NOREVIEW : 04-25-2022:14:43:00
- 2,018 4/25/2022 - 1650 - Errata...
Additional Text: Notice of Errata - Transaction 9015809 - Approved By: NOREVIEW : 04-25-2022:15:14:10
- 2,019 4/25/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9015821 - Approved By: NOREVIEW : 04-25-2022:15:16:05
- 2,020 4/25/2022 - 3370 - Order ...
Additional Text: ORDER RE DISMISSAL OF DEFENDANT'S PREMATURE APPEAL AND ORDER TO PROCEED - Transaction 9016539 - Approved By: NOREVIEW : 04-25-2022:18:34:49
- 2,021 4/25/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9016540 - Approved By: NOREVIEW : 04-25-2022:18:35:59
- 2,022 4/26/2022 - 3860 - Request for Submission
Additional Text: Transaction 9018395 - Approved By: NOREVIEW : 04-26-2022:15:26:58
DOCUMENT TITLE: ORDER DENYING MOTION TO DISMISS PURSUANT TO NRCP 41(e) (PROPOSED ORDER EX1)
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 4-26-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 2,023 4/26/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9018537 - Approved By: NOREVIEW : 04-26-2022:15:57:12
- 2,024 4/27/2022 - 3860 - Request for Submission
Additional Text: Request to Submit Proposed Order - Transaction 9019902 - Approved By: NOREVIEW : 04-27-2022:13:24:09
DOCUMENT TITLE: PROPOSED ORDER GRANTING DEFENDANTS' MOTION TO DISMISS PURSUANT TO NRCP 41(E)
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 4-27-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 2,025 4/27/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9019908 - Approved By: NOREVIEW : 04-27-2022:13:25:28
- 2,026 4/29/2022 - 3835 - Report...
Additional Text: Receiver's Report - Transaction 9025643 - Approved By: NOREVIEW : 04-29-2022:16:40:25

2,027 4/29/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9025665 - Approved By: NOREVIEW : 04-29-2022:16:43:58

2,028 5/2/2022 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 9026861 - Approved By: NOREVIEW : 05-02-2022:11:58:56

2,029 5/2/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9026916 - Approved By: NOREVIEW : 05-02-2022:12:11:18

2,030 5/2/2022 - 3860 - Request for Submission

Additional Text: Transaction 9028204 - Approved By: NOREVIEW : 05-02-2022:16:41:59

DOCUMENT TITLE: Proposed Order Denying Plaintiffs' Motion for Preliminary Injunction

PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.

DATE SUBMITTED: 5/2/22

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

2,031 5/2/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9028216 - Approved By: NOREVIEW : 05-02-2022:16:43:56

2,032 5/3/2022 - 3835 - Report...

Additional Text: SUPPLEMENT TO RECEIVER'S REPORT GSRUOA FOR THE PERIOD FROM APRIL 1 THROUGH APRIL 29, 2022

Transaction 9030429 - Approved By: NOREVIEW : 05-03-2022:16:32:18

2,033 5/3/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9030438 - Approved By: NOREVIEW : 05-03-2022:16:34:48

2,034 5/5/2022 - 2587 - Notice of Setting

Additional Text: Transaction 9033833 - Approved By: NOREVIEW : 05-05-2022:12:32:05

2,035 5/5/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9033963 - Approved By: NOREVIEW : 05-05-2022:13:09:32

2,036 5/9/2022 - 2610 - Notice ...

Additional Text: RECEIVER'S EX PARTE NOTICE OF INTENT NOT TO APPEAR AT THE MAY 20, 2022 STATUS HEARING - Transaction 9038038 - Approved By: NOREVIEW : 05-09-2022:11:43:14

2,037 5/9/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9038065 - Approved By: NOREVIEW : 05-09-2022:11:48:36

2,038 5/9/2022 - 2645 - Opposition to Mtn ...

Additional Text: DFX: NO EXHIBIT COVER PAGE - DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST FOR ORAL ARGUMENT ON MOTION DURING HEARING SET FOR MAY 12, 2022 - Transaction 9038302 - Approved By: YVILORIA : 05-09-2022:13:07:12

2,039 5/9/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9038352 - Approved By: NOREVIEW : 05-09-2022:13:08:16

2,040 5/16/2022 - 4145 - Supreme Court Remittitur

Additional Text: SUPREME COURT NO. 84143 - REMITTITUR - Transaction 9050155 - Approved By: NOREVIEW : 05-16-2022:14:43:55

2,041 5/16/2022 - 4111 - Supreme Ct Clk's Cert & Judg

Additional Text: SUPREME COURT NO. 84143 - CLERK'S CERTIFICATE & JUDGMENT - Transaction 9050155 - Approved By: NOREVIEW : 05-16-2022:14:43:55

2,042 5/16/2022 - 4127 - Supreme Ct Ord Dismiss Appeal

Additional Text: SUPREME COURT NO. 84143 - ORDER DISMISSING APPEAL - Transaction 9050155 - Approved By: NOREVIEW : 05-16-2022:14:43:55

2,043 5/16/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9050178 - Approved By: NOREVIEW : 05-16-2022:14:47:11

2,044 5/16/2022 - 3795 - Reply...

Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST FOR ORAL ARGUMENT ON MOTION DURING HEARING SET FOR MAY 20, 2022
- Transaction 9050431 - Approved By: NOREVIEW : 05-16-2022:15:21:13

2,045 5/16/2022 - 3860 - Request for Submission

Additional Text: Transaction 9050440 - Approved By: NOREVIEW : 05-16-2022:15:23:13
DOCUMENT TITLE: MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST FOR ORAL ARGUMENT ON MOTION DURING HEARING SET FOR MAY 12, 2022 ON APRIL 25, 2022
PARTY SUBMITTING: JONATHAN TEW ESQ
DATE SUBMITTED: 5-16-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,046 5/16/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9050447 - Approved By: NOREVIEW : 05-16-2022:15:24:34

2,047 5/16/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9050474 - Approved By: NOREVIEW : 05-16-2022:15:30:38

2,048 5/19/2022 - 1960 - Memorandum ...

Additional Text: Defendants' Memorandum of Key Issues That Must Be Resolved Prior to Determining Whether Plaintiffs Are Entitled to An Award of Punitive Damages - Transaction 9058212 - Approved By: NOREVIEW : 05-19-2022:16:52:16

2,049 5/19/2022 - 1960 - Memorandum ...

Additional Text: DEFENDANTS' MEMORANDUM OF KEY ISSUES THAT MUST BE RESOLVED PRIOR TO DETERMINING WHETHER PLAINTIFFS ARE ENTITLED TO AN AWARD OF PUNITIVE DAMAGES - Transaction 9058212 - Approved By: CSULEZIC : 05-19-2022:16:54:53

2,050 5/19/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9058222 - Approved By: NOREVIEW : 05-19-2022:16:55:36

2,051 5/20/2022 - 2587 - Notice of Setting

Additional Text: Transaction 9060627 - Approved By: NOREVIEW : 05-20-2022:16:47:21

2,052 5/20/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9060635 - Approved By: NOREVIEW : 05-20-2022:16:49:21

2,053 5/20/2022 - 2610 - Notice ...

Additional Text: RECEIVER'S EX PARTE NOTICE OF INTENT NOT TO APPEAR AT THE MAY 24, 2022, MOTION FOR ORDER TO SHOW CAUSE HEARING - Transaction 9060675 - Approved By: NOREVIEW : 05-20-2022:17:05:43

2,054 5/20/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9060677 - Approved By: NOREVIEW : 05-20-2022:17:06:29

2,055 5/27/2022 - 3860 - Request for Submission

Additional Text: Request to Submit Proposed Order - Transaction 9072016 - Approved By: NOREVIEW : 05-27-2022:14:18:49
DOCUMENT TITLE: ORDER DENYING PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT
PARTY SUBMITTING: DAVID MCELHINNEY, ESQ.
DATE SUBMITTED: 5/27/22
SUBMITTED BY: NM
DATE RECEIVED JUDGE OFFICE:

2,056 5/27/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9072027 - Approved By: NOREVIEW : 05-27-2022:14:22:57

2,057 5/27/2022 - 2650 - Opposition to ...

Additional Text: DEFENDANTS' SURREBUTTAL TO PLAINTIFFS' MAY 24, 2022 REBUTTAL ORAL ARGUMENT REGARDING PLAINTIFFS
MOTION FOR ORDER TO SHOW CAUSE REGARDING CONTEMPT - Transaction 9072037 - Approved By: YVILORIA :
05-27-2022:14:58:01

2,058 5/27/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9072154 - Approved By: NOREVIEW : 05-27-2022:15:00:16

2,059 5/27/2022 - 3860 - Request for Submission

Additional Text: Transaction 9072403 - Approved By: NOREVIEW : 05-27-2022:16:09:35
DOCUMENT TITLE: ORDER TO SHOW CAUSE (PROPOSED ORDER EX1)
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 5-27-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,060 5/27/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9072431 - Approved By: NOREVIEW : 05-27-2022:16:16:34

2,061 6/1/2022 - MIN - ***Minutes

Additional Text: MINUTE ORDER REGARDING REQUEST FOR PERMISSION TO FILE A RESPONSE TO THE DEFENDANTS' SURREBUTTAL
- Transaction 9077864 - Approved By: NOREVIEW : 06-01-2022:15:59:04

2,062 6/1/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9077880 - Approved By: NOREVIEW : 06-01-2022:16:01:33

2,063 6/6/2022 - 2610 - Notice ...

Additional Text: NOTICE TO THE COURT AND ALL PARTIES OF RECORD - Transaction 9084094 - Approved By: NOREVIEW :
06-06-2022:12:04:23

2,064 6/6/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9084158 - Approved By: NOREVIEW : 06-06-2022:12:29:02

2,065 6/17/2022 - 2587 - Notice of Setting

Additional Text: Transaction 9105673 - Approved By: NOREVIEW : 06-17-2022:10:22:41

2,066 6/17/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9105700 - Approved By: NOREVIEW : 06-17-2022:10:26:28

2,067 7/6/2022 - 2640 - Opening Brief

Additional Text: Defendants' Trial Summary - Transaction 9134562 - Approved By: NOREVIEW : 07-06-2022:14:50:54

2,068 7/6/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9134592 - Approved By: NOREVIEW : 07-06-2022:14:56:34

2,069 7/6/2022 - 2640 - Opening Brief

Additional Text: Transaction 9134860 - Approved By: NOREVIEW : 07-06-2022:15:25:22

2,070 7/6/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9134915 - Approved By: NOREVIEW : 07-06-2022:15:31:45

2,071 7/11/2022 - 2587 - Notice of Setting

Additional Text: Transaction 9141978 - Approved By: NOREVIEW : 07-11-2022:15:19:22

2,072 7/11/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9142011 - Approved By: NOREVIEW : 07-11-2022:15:22:22

2,073 7/12/2022 - 3860 - Request for Submission

Additional Text: Transaction 9144564 - Approved By: NOREVIEW : 07-12-2022:15:51:15
DOCUMENT TITLE: DEFENDANTS PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER DENYING PLAINTIFFS
REQUEST FOR PUNITIVE DAMAGES (PROPOSED ORDER EX1)
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 7-12-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,074 7/12/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9144570 - Approved By: NOREVIEW : 07-12-2022:15:53:03

2,075 7/15/2022 - MIN - ***Minutes

Additional Text: 3/11/22 HEARING ON PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER, AND MOTION FOR
PRELIMINARY INJUNCTION - Transaction 9151082 - Approved By: NOREVIEW : 07-15-2022:10:50:52

2,076 7/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9151124 - Approved By: NOREVIEW : 07-15-2022:10:54:22

2,077 7/15/2022 - MIN - ***Minutes

Additional Text: 3/25/2022 HEARING ON MOTION FOR PRELIMINARY INJUNCTION - Transaction 9151165 - Approved By: NOREVIEW :
07-15-2022:11:02:36

2,078 7/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9151171 - Approved By: NOREVIEW : 07-15-2022:11:03:36

2,079 7/15/2022 - MIN - ***Minutes

Additional Text: 4/8/2022 ORAL ARGUMENTS ON MOTION TO DISMISS - Transaction 9151185 - Approved By: NOREVIEW :
07-15-2022:11:07:54

2,080 7/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9151187 - Approved By: NOREVIEW : 07-15-2022:11:08:47

2,081 7/15/2022 - MIN - ***Minutes

Additional Text: 5/20/2022 STATUS HEARING - Transaction 9151224 - Approved By: NOREVIEW : 07-15-2022:11:13:54

2,082 7/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9151237 - Approved By: NOREVIEW : 07-15-2022:11:15:40

2,083 7/15/2022 - MIN - ***Minutes

Additional Text: 5/24/2022 MOTION FOR ORDER TO SHOW CAUSE - Transaction 9151250 - Approved By: NOREVIEW :
07-15-2022:11:19:19

2,084 7/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9151255 - Approved By: NOREVIEW : 07-15-2022:11:20:17

2,085 7/15/2022 - MIN - ***Minutes

Additional Text: 7/8/2022 ORAL ARGUMENTS ON MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 9151286 -
Approved By: NOREVIEW : 07-15-2022:11:26:16

2,086 7/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9151289 - Approved By: NOREVIEW : 07-15-2022:11:27:17

2,087 8/8/2022 - 2040 - Mtn for Clarification ...

Additional Text: Transaction 9194137 - Approved By: NOREVIEW : 08-08-2022:16:31:53

2,088 8/8/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9194147 - Approved By: NOREVIEW : 08-08-2022:16:33:50

2,089 8/8/2022 - 1960 - Memorandum ...

Additional Text: Defendant's List of Pending Motions Requiring Adjudication - Transaction 9194168 - Approved By: NOREVIEW : 08-08-2022:16:38:22

2,090 8/8/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9194175 - Approved By: NOREVIEW : 08-08-2022:16:39:35

2,091 8/18/2022 - 4187 - Transcript - Sealed

Additional Text: 7/18/22 Punitive Damages Hearing Phase 2 - Transaction 9214071 - Approved By: NOREVIEW : 08-18-2022:15:25:32

2,092 8/18/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9214075 - Approved By: NOREVIEW : 08-18-2022:15:27:22

2,093 8/19/2022 - 3860 - Request for Submission

Additional Text: STRIKING THE REQUEST FOR SUBMISSION FOR THE FOLLOWING REASON: DOCUMENT IS AN UNSIGNED ORDER THAT IS NOT IDENTIFIED AS A PROPOSED ORDER – WDCR 10(c)(1)- Transaction 9216850 - Approved By: NOREVIEW : 08-19-2022:16:27:44

2,094 8/19/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9216862 - Approved By: NOREVIEW : 08-19-2022:16:29:37

2,095 8/19/2022 - 3860 - Request for Submission

Additional Text: Transaction 9216885 - Approved By: NOREVIEW : 08-19-2022:16:34:48
DOCUMENT TITLE: LIST OF PENDING MOTIONS REQUIRING ADJUDICATION SUBMITTED WITH THIS REQUEST FOR SUBMISSION ARE 9 PROPOSED ORDERS FOR THE COURTS DECISION
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 8-19-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,096 8/19/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9216892 - Approved By: NOREVIEW : 08-19-2022:16:36:04

2,097 8/19/2022 - 2589 - Notice of Stricken Document

Additional Text: REQUEST FOR SUBMISSION INCLUDES UNSIGNED ORDERS FILED 8-19-22 BY DAVID MCELHINNEY ESQ - Transaction 9216954 - Approved By: NOREVIEW : 08-19-2022:16:57:56

2,098 8/19/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9216956 - Approved By: NOREVIEW : 08-19-2022:16:58:48

2,099 8/22/2022 - 3860 - Request for Submission

Additional Text: Transaction 9217832 - Approved By: NOREVIEW : 08-22-2022:10:34:40
DOCUMENT TITLE: 9 PROPOSED ORDERS FOR THE COURT'S CONSIDERATION AND TO ASSIST IN ITS ADJUDICATION OF THE OUTSTANDING MOTIONS
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 8-22-22
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,100 8/22/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9217839 - Approved By: NOREVIEW : 08-22-2022:10:36:38

2,101 9/29/2022 - 3370 - Order ...

Additional Text: Transaction 9286686 - Approved By: NOREVIEW : 09-29-2022:12:26:20

2,102 9/29/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9286696 - Approved By: NOREVIEW : 09-29-2022:12:27:45

2,103 9/29/2022 - 1025 - Administrative Ord

Additional Text: Supreme Court Administrative Order 21-00267 - Transaction 9287104 - Approved By: NOREVIEW : 09-29-2022:13:50:22

2,104 9/29/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9287109 - Approved By: NOREVIEW : 09-29-2022:13:52:20

2,105 10/4/2022 - \$3375 - \$Peremptory Challenge

Additional Text: MEI-GSR HOLDINGS LLC - Transaction 9295139 - Approved By: YVILORIA : 10-04-2022:16:03:17

2,106 10/4/2022 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$450.00 was made on receipt DCDC701884.

2,107 10/4/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9295188 - Approved By: NOREVIEW : 10-04-2022:16:06:31

2,108 10/5/2022 - 2475 - Mtn to Strike...

Additional Text: Transaction 9296041 - Approved By: NOREVIEW : 10-05-2022:10:07:45

2,109 10/5/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9296060 - Approved By: NOREVIEW : 10-05-2022:10:12:48

2,110 10/7/2022 - 3835 - Report...

Additional Text: PLAINTIFFS' INDIVIDUAL STATUS REPORT Transaction 9302008 - Approved By: NOREVIEW : 10-07-2022:17:18:36

2,111 10/10/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9302212 - Approved By: NOREVIEW : 10-10-2022:08:12:30

2,112 10/10/2022 - CHECK - **Trust Disbursement

Additional Text: A Disbursement of \$450.00 on Check Number 14139

2,113 10/10/2022 - 3835 - Report...

Additional Text: DEFENDANTS' SUMMARY OF CASE AND STATUS REPORT - Transaction 9304722 - Approved By: NOREVIEW : 10-10-2022:16:54:18

2,114 10/10/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9304737 - Approved By: NOREVIEW : 10-10-2022:16:56:27

2,115 10/10/2022 - 3835 - Report...

Additional Text: DEFENDANTS' SUMMARY OF CASE AND STATUS REPORT - Transaction 9304876 - Approved By: NOREVIEW : 10-10-2022:17:19:23

2,116 10/10/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9304882 - Approved By: NOREVIEW : 10-10-2022:17:20:12

2,117 10/11/2022 - 3835 - Report...

Additional Text: Report of Receiver - Transaction 9305936 - Approved By: NOREVIEW : 10-11-2022:11:18:20

2,118 10/11/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9305992 - Approved By: NOREVIEW : 10-11-2022:11:38:33

2,119 10/14/2022 - 3880 - Response...

Additional Text: PLAINTIFFS' RESPONSE TO RECEIVER'S REPORT AND IMPROPER FEE INCREASE - Transaction 9313783 - Approved By: YVILORIA : 10-14-2022:15:40:49

2,120 10/14/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9313801 - Approved By: NOREVIEW : 10-14-2022:15:42:45

Report Does Not Contain Sealed Cases or Confidential Information

2,121 10/17/2022 - 3795 - Reply...

Additional Text: RECEIVER'S REPLY TO PLAINTIFFS' RESPONSE TO RECEIVER'S REPORT AND IMPROPER FEE INCREASE, FILED ON OCTOBER 14, 2022 - Transaction 9315268 - Approved By: NOREVIEW : 10-17-2022:12:23:38

2,122 10/17/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9315553 - Approved By: NOREVIEW : 10-17-2022:13:49:13

2,123 10/18/2022 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION TO STRIKE DEFENDANTS' PEREMPTORY CHALLENGE - Transaction 9317581 - Approved By: YVILORIA : 10-18-2022:11:39:47

2,124 10/18/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9317600 - Approved By: NOREVIEW : 10-18-2022:11:41:56

2,125 10/21/2022 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF MOTION TO STRIKE PEREMPTORY CHALLENGE Transaction 9324508 - Approved By: NOREVIEW : 10-21-2022:10:04:22

2,126 10/21/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9324520 - Approved By: NOREVIEW : 10-21-2022:10:07:36

2,127 10/21/2022 - 3860 - Request for Submission

Additional Text: Transaction 9324668 - Approved By: NOREVIEW : 10-21-2022:10:47:50
DOCUMENT TITLE: MOTION TO STRIKE DEFENDANT'S PEREMPTORY CHALLENGE OF JUDGE
PARTY SUBMITTING: BRIANA COLLINGS, ESQ.
DATE SUBMITTED: 10/21/22
SUBMITTED BY: DSTAGGS
DATE RECEIVED JUDGE OFFICE:

2,128 10/21/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9324673 - Approved By: NOREVIEW : 10-21-2022:10:49:59

2,129 11/2/2022 - S200 - Request for Submission Complet

Additional Text: Order Granting Motion to Strike Defendants' Peremptory Challenge of Judge filed 2 NOV 2022

2,130 11/2/2022 - 3250 - Ord Striking ...

Additional Text: Order Granting Motion to Strike Defendants' Peremptory Challenge of Judge - Transaction 9343296 - Approved By: NOREVIEW : 11-02-2022:16:09:58

2,131 11/2/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9343303 - Approved By: NOREVIEW : 11-02-2022:16:11:15

2,132 11/3/2022 - MIN - ***Minutes

Additional Text: 7/18/2022 EVIDENTIRAY HEARING FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD - Transaction 9345445
- Approved By: NOREVIEW : 11-03-2022:15:22:20

2,133 11/3/2022 - MIN - ***Minutes

Additional Text: MINUTE ORDER - Transaction 9345461 - Approved By: NOREVIEW : 11-03-2022:15:25:21

2,134 11/3/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9345468 - Approved By: NOREVIEW : 11-03-2022:15:26:51

2,135 11/3/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9345474 - Approved By: NOREVIEW : 11-03-2022:15:27:23

2,136 11/4/2022 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 9346315 - Approved By: NOREVIEW : 11-04-2022:08:57:04

- 2,137 11/4/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9346321 - Approved By: NOREVIEW : 11-04-2022:08:58:19
- 2,138 11/10/2022 - 3370 - Order ...
Additional Text: Stipulated Amended Protective Concerning Confidential Information Produced on or After September 25, 2019 - Transaction 9359037 - Approved By: NOREVIEW : 11-10-2022:16:44:11
- 2,139 11/10/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9359042 - Approved By: NOREVIEW : 11-10-2022:16:45:00
- 2,140 11/10/2022 - S200 - Request for Submission Complet
Additional Text: Stipulated Amended Protective Order Concerning Confidential Information Produced On Or After September 25, 2019 filed 10 NOV 2022
- 2,141 11/11/2022 - 2501 - Non-Opposition ...
Additional Text: Defendants' Notice of Non-Objection to Court Review of Prior Transcripts and Material of Record - Transaction 9359334 - Approved By: NOREVIEW : 11-11-2022:12:25:20
- 2,142 11/11/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9359336 - Approved By: NOREVIEW : 11-11-2022:12:26:19
- 2,143 11/14/2022 - 3370 - Order ...
Additional Text: Transaction 9359897 - Approved By: NOREVIEW : 11-14-2022:09:21:45
- 2,144 11/14/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9359910 - Approved By: NOREVIEW : 11-14-2022:09:23:53
- 2,145 11/14/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 14 NOV 2022
- 2,146 11/14/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 14 NOV 2022
- 2,147 11/14/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 14 NOV 2022
- 2,148 11/14/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 14 NOV 2022
- 2,149 11/14/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 14 NOV 2022
- 2,150 11/14/2022 - 2610 - Notice ...
Additional Text: RECEIVER'S LETTER DATED NOVEMBER 14, 2022 TO SENIOR JUDGE GONZALES - Transaction 9360275 - Approved By: NOREVIEW : 11-14-2022:10:56:46
- 2,151 11/14/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9360358 - Approved By: NOREVIEW : 11-14-2022:11:04:28
- 2,152 11/14/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 14 NOV 2022
- 2,153 11/18/2022 - 2842 - Ord Denying Motion
Additional Text: Transaction 9370931 - Approved By: NOREVIEW : 11-18-2022:14:51:53
- 2,154 11/18/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 18 NOV 2022

2,155 11/18/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 18 NOV 2022

2,156 11/18/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 18 NOV 2022

2,157 11/18/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9370939 - Approved By: NOREVIEW : 11-18-2022:14:54:58

2,158 11/21/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 21 NOV 2022

2,159 11/21/2022 - 2842 - Ord Denying Motion
Additional Text: Transaction 9372038 - Approved By: NOREVIEW : 11-21-2022:09:55:14

2,160 11/21/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9372068 - Approved By: NOREVIEW : 11-21-2022:09:58:27

2,161 11/21/2022 - 3370 - Order ...
Additional Text: Transaction 9372809 - Approved By: NOREVIEW : 11-21-2022:13:20:35

2,162 11/21/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9372825 - Approved By: NOREVIEW : 11-21-2022:13:23:46

2,163 11/22/2022 - 2610 - Notice ...
Additional Text: NOTICE OF DISASSOCIATION OF JONATHAN J. TEW, ESQ. - Transaction 9374541 - Approved By: NOREVIEW : 11-22-2022:10:48:21

2,164 11/22/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9374729 - Approved By: NOREVIEW : 11-22-2022:11:22:41

2,165 11/28/2022 - 3370 - Order ...
Additional Text: Transaction 9378849 - Approved By: NOREVIEW : 11-28-2022:08:46:28

2,166 11/28/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9378862 - Approved By: NOREVIEW : 11-28-2022:08:48:51

2,167 11/28/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 28 NOV 2022

2,168 11/28/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 28 NOV 2022

2,169 11/28/2022 - 2475 - Mtn to Strike...
Additional Text: DEFENDANTS' MOTION REQUESTING THAT THE COURT STRIKE OR DECLINE TO COSIDER RECEIVER'S LETTER DATED NOVEMBER 14, 2022 TO SENIOR JUDGE GONZALEZ - Transaction 9379969 - Approved By: NOREVIEW : 11-28-2022:13:52:19

2,170 11/28/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9380039 - Approved By: NOREVIEW : 11-28-2022:14:05:12

2,171 11/28/2022 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9380328 - Approved By: NOREVIEW : 11-28-2022:15:02:28

2,172 11/28/2022 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9380337 - Approved By: NOREVIEW : 11-28-2022:15:05:26

- 2,173 11/28/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9380359 - Approved By: NOREVIEW : 11-28-2022:15:09:26
- 2,174 11/28/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9380362 - Approved By: NOREVIEW : 11-28-2022:15:09:41
- 2,175 11/28/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 28 NOV 2022
- 2,176 11/29/2022 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9383280 - Approved By: NOREVIEW : 11-29-2022:16:41:53
- 2,177 11/29/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9383285 - Approved By: NOREVIEW : 11-29-2022:16:43:07
- 2,178 11/29/2022 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9383290 - Approved By: NOREVIEW : 11-29-2022:16:44:39
- 2,179 11/29/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9383293 - Approved By: NOREVIEW : 11-29-2022:16:45:28
- 2,180 11/30/2022 - 4105 - Supplemental ...
Additional Text: DEFENDANTS' SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES - Transaction 9383981 - Approved By: NOREVIEW : 11-30-2022:10:29:00
- 2,181 11/30/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9384015 - Approved By: NOREVIEW : 11-30-2022:10:37:10
- 2,182 11/30/2022 - 2610 - Notice ...
Additional Text: of Non-Opposition to Motion - Transaction 9384636 - Approved By: NOREVIEW : 11-30-2022:13:35:20
- 2,183 11/30/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9384663 - Approved By: NOREVIEW : 11-30-2022:13:39:05
- 2,184 12/1/2022 - MIN - ***Minutes
Additional Text: MINUTE ORDER - Transaction 9387062 - Approved By: NOREVIEW : 12-01-2022:12:30:12
- 2,185 12/1/2022 - MIN - ***Minutes
Additional Text: MINUTE ORDER - Transaction 9387063 - Approved By: NOREVIEW : 12-01-2022:12:30:56
- 2,186 12/1/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9387066 - Approved By: NOREVIEW : 12-01-2022:12:31:17
- 2,187 12/1/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9387068 - Approved By: NOREVIEW : 12-01-2022:12:31:46
- 2,188 12/1/2022 - 2490 - Motion ...
Additional Text: RECEIVER'S MOTION FOR ORDER AND INSTRUCTIONS - Transaction 9387468 - Approved By: YVILORIA : 12-01-2022:14:29:45
- 2,189 12/1/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9387566 - Approved By: NOREVIEW : 12-01-2022:14:32:47
- 2,190 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,191 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,192 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,193 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,194 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,195 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,196 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,197 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,198 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,199 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,200 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,201 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,202 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,203 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,204 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,205 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,206 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,207 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

2,208 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order

- 2,209 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order
- 2,210 12/1/2022 - S200 - Request for Submission Complet
Additional Text: Proposed orders rejected - Court preparing own order
- 2,211 12/5/2022 - 3370 - Order ...
Additional Text: Transaction 9391147 - Approved By: NOREVIEW : 12-05-2022:07:57:34
- 2,212 12/5/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9391148 - Approved By: NOREVIEW : 12-05-2022:07:58:24
- 2,213 12/5/2022 - 2540 - Notice of Entry of Ord
Additional Text: NOTICE OF ENTRY OF DECEMBER 5, 2022 ORDER - Transaction 9392740 - Approved By: NOREVIEW : 12-05-2022:14:30:28
- 2,214 12/5/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9392780 - Approved By: NOREVIEW : 12-05-2022:14:38:05
- 2,215 12/5/2022 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 2,216 12/5/2022 - S200 - Request for Submission Complet
Additional Text: Order filed 5 DEC 2022
- 2,217 12/7/2022 - 3790 - Reply to/in Opposition
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF THEIR MOTION REQUESTING THAT THE COURT STRIKE OR DECLINE TO CONSIDER RECEIVER'S LETTER DATED NOVEMBER 14, 2022 TO SENIOR JUDGE GONZALEZ - Transaction 9397355 - Approved By: YVILORIA : 12-07-2022:14:51:21
- 2,218 12/7/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9397778 - Approved By: NOREVIEW : 12-07-2022:15:46:22
- 2,219 12/9/2022 - 4185 - Transcript
Additional Text: Oral Arguments - July 8, 2022 - Transaction 9402345 - Approved By: NOREVIEW : 12-09-2022:14:04:13
- 2,220 12/9/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9402362 - Approved By: NOREVIEW : 12-09-2022:14:07:17
- 2,221 12/14/2022 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9409752 - Approved By: NOREVIEW : 12-14-2022:13:04:42
- 2,222 12/14/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9409837 - Approved By: NOREVIEW : 12-14-2022:13:26:30
- 2,223 12/14/2022 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 9410219 - Approved By: YVILORIA : 12-14-2022:15:23:59
- 2,224 12/14/2022 - NEF - Proof of Electronic Service
Additional Text: Transaction 9410306 - Approved By: NOREVIEW : 12-14-2022:15:25:16
- 2,225 12/14/2022 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION IN PART TO RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 9410774 - Approved By: YVILORIA : 12-15-2022:08:26:15

2,226 12/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9410987 - Approved By: NOREVIEW : 12-15-2022:08:28:14

2,227 12/15/2022 - 3860 - Request for Submission

Additional Text: Transaction 9412603 - Approved By: NOREVIEW : 12-15-2022:15:56:46

DOCUMENT TITLE: MOTION REQUESTING THAT THE COURT STRIKE OR DECLINE TO CONSIDER RECEIVER'S LETTER DATED NOV. 14, 2022 TO SENIOR JUDGE GONZALEZ

PARTY SUBMITTING: DAVID MCELHINNEY ESQ

DATE SUBMITTED: 12-15-22

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

2,228 12/15/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9412625 - Approved By: NOREVIEW : 12-15-2022:15:59:51

2,229 12/19/2022 - 3795 - Reply...

Additional Text: RECEIVER'S OMNIBUS REPLY TO THE PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 9417354 - Approved By: NOREVIEW : 12-19-2022:15:29:52

2,230 12/19/2022 - 3860 - Request for Submission

Additional Text: Transaction 9417354 - Approved By: NOREVIEW : 12-19-2022:15:29:52

DOCUMENT TITLE: RECEIVER'S OMNIBUS REPLY TO THE PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS

PARTY SUBMITTING: STEFANIE SHARP ESQ.

DATE SUBMITTED: 12/19/2022

SUBMITTED BY: CS

DATE RECEIVED JUDGE OFFICE:

2,231 12/19/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9417361 - Approved By: NOREVIEW : 12-19-2022:15:30:58

2,232 12/22/2022 - 3880 - Response...

Additional Text: DFX: EXHIBITS ATTACHED INCORRECTLY - RESPONSE TO THE ORDER DIRECTING RECEIVER TO PREPARE A REPORT ON DEFENDANTS' REQUEST FOR REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES - Transaction 9422906 - Approved By: YVILORIA : 12-22-2022:11:53:22

2,233 12/22/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9423265 - Approved By: NOREVIEW : 12-22-2022:13:09:58

2,234 12/27/2022 - 2145 - Mtn Ord to Show Cause

Additional Text: Transaction 9427039 - Approved By: NOREVIEW : 12-27-2022:11:32:43

2,235 12/27/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9427053 - Approved By: NOREVIEW : 12-27-2022:11:36:51

2,236 12/28/2022 - 2145 - Mtn Ord to Show Cause

Additional Text: PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE Transaction 9428625 - Approved By: NOREVIEW : 12-28-2022:08:53:43

2,237 12/28/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9428635 - Approved By: NOREVIEW : 12-28-2022:08:56:19

2,238 12/29/2022 - 2145 - Mtn Ord to Show Cause

Additional Text: PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE - Transaction 9432211 - Approved By: NOREVIEW : 12-29-2022:15:00:37

2,239 12/29/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9432224 - Approved By: NOREVIEW : 12-29-2022:15:04:13

2,240 12/29/2022 - 2270 - Mtn to Compel...

Additional Text: MOTION TO COMPEL RECEIVER TO PREPARE REPORT ON DEFENDANTS' REQUEST FOR REIMBURSEMENT OF CAPITAL EXPENDITURES - Transaction 9432487 - Approved By: YVILORIA : 12-29-2022:16:04:41

2,241 12/29/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9432492 - Approved By: NOREVIEW : 12-29-2022:16:05:29

2,242 12/30/2022 - 2520 - Notice of Appearance

Additional Text: JORDAN T. SMITH, ESQ. FOR DEFENDANT MEI-GSR HOLDINGS LLC DBA GRAND SIERRA - Transaction 9434691 - Approved By: SCOLABIA : 12-30-2022:16:55:08

2,243 12/30/2022 - NEF - Proof of Electronic Service

Additional Text: Transaction 9434710 - Approved By: NOREVIEW : 12-30-2022:16:56:45

2,244 1/3/2023 - \$2515 - \$Notice/Appeal Supreme Court

Additional Text: Transaction 9436552 - Approved By: YVILORIA : 01-03-2023:15:00:54

2,245 1/3/2023 - 1310 - Case Appeal Statement

Additional Text: Case Appeal Statement - Transaction 9436556 - Approved By: NOREVIEW : 01-03-2023:14:50:35

2,246 1/3/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9436577 - Approved By: NOREVIEW : 01-03-2023:14:52:51

2,247 1/3/2023 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$24.00 was made on receipt DCDC708300.

2,248 1/3/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9436614 - Approved By: NOREVIEW : 01-03-2023:15:02:01

2,249 1/3/2023 - SAB - **Supreme Court Appeal Bond

Additional Text: JORDAN T SMITH ESQ FOR MEI-GSR HOLDINGS, LLC GAGE VILLAGE COMMERCIAL DEV. AND AM-GSR HOLDINGS - Transaction 9436696 - Approved By: YVILORIA : 01-03-2023:15:30:10

2,250 1/3/2023 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$500.00 was made on receipt DCDC708304.

2,251 1/3/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9436702 - Approved By: NOREVIEW : 01-03-2023:15:31:08

2,252 1/3/2023 - MIN - ***Minutes

Additional Text: 1/3/2023 MINUTE ORDER - Transaction 9437045 - Approved By: NOREVIEW : 01-03-2023:16:40:05

2,253 1/3/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9437058 - Approved By: NOREVIEW : 01-03-2023:16:42:47

2,254 1/3/2023 - 2610 - Notice ...

Additional Text: Notice of Posting Cash Bond on Appeal - Transaction 9437067 - Approved By: NOREVIEW : 01-03-2023:16:44:23

2,255 1/3/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9437080 - Approved By: NOREVIEW : 01-03-2023:16:47:21

2,256 1/4/2023 - 3860 - Request for Submission

Additional Text: Transaction 9438936 - Approved By: NOREVIEW : 01-04-2023:14:41:15
DOCUMENT TITLE: PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON PLAINTIFFS' MOTION FOR PUNITIVE DAMAGES (PROPOSED ORDER EX1)
PARTY SUBMITTING: BRIANA COLLINGS ESQ
DATE SUBMITTED: 1-4-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,257 1/4/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9438954 - Approved By: NOREVIEW : 01-04-2023:14:44:22

2,258 1/4/2023 - 4113 - District Ct Deficiency Notice

Additional Text: NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEE ONLY - Transaction 9439502 - Approved By: NOREVIEW : 01-04-2023:16:46:12

2,259 1/4/2023 - 1350 - Certificate of Clerk

Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 9439502 - Approved By: NOREVIEW : 01-04-2023:16:46:12

2,260 1/4/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9439549 - Approved By: NOREVIEW : 01-04-2023:16:54:11

2,261 1/5/2023 - 1187 - **Supreme Court Case No. ...

Additional Text: SUPREME COURT NO. 85915 - MEI-GSR HOLDINGS AND CROSS-APPEAL

2,262 1/9/2023 - 3880 - Response...

Additional Text: RECEIVER'S RESPONSE TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE - Transaction 9447384 - Approved By: YVILORIA : 01-09-2023:16:56:17

2,263 1/9/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9447433 - Approved By: NOREVIEW : 01-09-2023:16:57:32

2,264 1/9/2023 - 3880 - Response...

Additional Text: RECEIVER'S RESPONSE TO MOTION TO COMPEL RECEIVER TO PREPARE REPORT ON DEFENDANTS' REQUEST FOR REIMBURSE OF CAPITAL EXPENDITURES - Transaction 9447452 - Approved By: YVILORIA : 01-10-2023:08:30:50

2,265 1/10/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9447756 - Approved By: NOREVIEW : 01-10-2023:08:40:55

2,266 1/10/2023 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE, FILED DECEMBER 27, 2022 - Transaction 9449708 - Approved By: YVILORIA : 01-11-2023:08:20:24

2,267 1/11/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9449952 - Approved By: NOREVIEW : 01-11-2023:08:23:59

2,268 1/11/2023 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE FILED DECEMBER 28, 2022 - Transaction 9451592 - Approved By: YVILORIA : 01-11-2023:15:23:54

2,269 1/11/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9451822 - Approved By: NOREVIEW : 01-11-2023:15:46:33

2,270 1/12/2023 - 2645 - Opposition to Mtn ...

Additional Text: PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO COMPEL RECEIVER TO PREPARE REPORT ON DEFENDANTS' REQUEST FOR REIMBURSEMENT OF CAPITAL EXPENDITURES - Transaction 9453287 - Approved By: YVILORIA : 01-12-2023:11:41:59

2,271 1/12/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9453525 - Approved By: NOREVIEW : 01-12-2023:12:24:18

2,272 1/12/2023 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE FILED DECEMBER 29, 2022 - Transaction 9454326 - Approved By: YVILORIA : 01-12-2023:15:30:15

2,273 1/12/2023 - 2645 - Opposition to Mtn ...

Additional Text: DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE FILED DECEMBER 29, 2022 - Transaction 9454326 - Approved By: YVILORIA : 01-12-2023:15:36:16

2,274 1/12/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9454359 - Approved By: NOREVIEW : 01-12-2023:15:37:59

2,275 1/13/2023 - 2490 - Motion ...

Additional Text: EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS TERMINATING THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION WITHOUT NECESSARY REVISIONS TO THE SUBJECT DOCUMENTS - Transaction 9456186 - Approved By: YVILORIA : 01-13-2023:14:06:14

2,276 1/13/2023 - 1670 - Ex-Parte Mtn...

Additional Text: PLAINTIFFS' EX PARTE MOTION FOR ORDER SHORTENING TIME ON EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS TERMINATING THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION WITHOUT NECESSARY REVISIONS TO SUBJECT DOCUMENTS - Transaction 9456186 - Approved By: YVILORIA : 01-13-2023:14:06:14

2,277 1/13/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9456323 - Approved By: NOREVIEW : 01-13-2023:14:09:58

2,278 1/13/2023 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT - Transaction 9457015 - Approved By: NOREVIEW : 01-13-2023:17:35:31

2,279 1/13/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9457017 - Approved By: NOREVIEW : 01-13-2023:17:36:30

2,280 1/17/2023 - 3370 - Order ...

Additional Text: Transaction 9457800 - Approved By: NOREVIEW : 01-17-2023:08:58:12

2,281 1/17/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9457844 - Approved By: NOREVIEW : 01-17-2023:09:05:34

2,282 1/17/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 17 JAN 2023

2,283 1/17/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 17 JAN 2023

2,284 1/17/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 17 JAN 2023

2,285 1/17/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 17 JAN 2023

2,286 1/17/2023 - 2610 - Notice ...

Additional Text: Transaction 9458462 - Approved By: NOREVIEW : 01-17-2023:11:46:36

2,287 1/17/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9458492 - Approved By: NOREVIEW : 01-17-2023:11:50:10

2,288 1/17/2023 - 3795 - Reply...

Additional Text: Defendants' Reply In Support of Motion to Compel Receiver to Prepare Report - Transaction 9458928 - Approved By: NOREVIEW : 01-17-2023:14:00:54

2,289 1/17/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9458985 - Approved By: NOREVIEW : 01-17-2023:14:11:59

2,290 1/17/2023 - 3860 - Request for Submission
Additional Text: Transaction 9459015 - Approved By: NOREVIEW : 01-17-2023:14:16:42
DOCUMENT TITLE: MOTION TO COMPEL RECEIVER TO PREPARE REPORT ON DEENDANTS' REQUEST FOR REIMBURSEMENT OF CAPITAL EXPENDITURES
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 1-17-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,291 1/17/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9459025 - Approved By: NOREVIEW : 01-17-2023:14:21:13

2,292 1/17/2023 - \$2527 - \$Notice of Cross Appeal
Additional Text: Transaction 9459474 - Approved By: YVILORIA : 01-17-2023:16:03:15

2,293 1/17/2023 - \$2527 - \$Notice of Cross Appeal
Additional Text: DFX: DUPLICATE FILING - FILED TWICE BY SYSTEM GLITCH - IMAGE DISPLAY ERROR - Transaction 9459474 - Approved By: YVILORIA : 01-17-2023:16:03:15

2,294 1/17/2023 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC708917.

2,295 1/17/2023 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC708918.

2,296 1/17/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9459505 - Approved By: NOREVIEW : 01-17-2023:16:05:44

2,297 1/17/2023 - 1311 - Case Appeal Stmt-Cross Appeal
Additional Text: Transaction 9459510 - Approved By: NOREVIEW : 01-17-2023:16:06:54

2,298 1/17/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9459516 - Approved By: NOREVIEW : 01-17-2023:16:08:26

2,299 1/17/2023 - 3860 - Request for Submission
Additional Text: Transaction 9459564 - Approved By: NOREVIEW : 01-17-2023:16:16:45
DOCUMENT TITLE: MOTION FOR ORDER TO SHOW CAUSE
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 1-17-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,300 1/17/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9459568 - Approved By: NOREVIEW : 01-17-2023:16:17:50

2,301 1/17/2023 - SAB - **Supreme Court Appeal Bond
Additional Text: JARRAD MILLER ESQ FOR ALBERT THOMAS - Transaction 9459570 - Approved By: YVILORIA : 01-18-2023:08:08:14

2,302 1/17/2023 - PAYVD - **Payment Voided
Additional Text: Receipt Number DCDC708918 has been voided.

2,303 1/17/2023 - 3242 - Ord Setting Hearing
Additional Text: Transaction 9459877 - Approved By: NOREVIEW : 01-17-2023:17:57:09

2,304 1/18/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9460049 - Approved By: NOREVIEW : 01-18-2023:07:40:19

2,305 1/18/2023 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$500.00 was made on receipt DCDC708930.

2,306 1/18/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9460133 - Approved By: NOREVIEW : 01-18-2023:08:19:46

2,307 1/18/2023 - \$2527 - \$Notice of Cross Appeal
Additional Text: DFX: THIS IS DUPLICATE FILING FOR CHARGING FEE ONLY DUE TO SYSTEM GLITCH - Transaction 9462314 -
Approved By: YVILORIA : 01-19-2023:08:02:24

2,308 1/19/2023 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC708982.

2,309 1/19/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9462948 - Approved By: NOREVIEW : 01-19-2023:08:24:50

2,310 1/19/2023 - 4113 - District Ct Deficiency Notice
Additional Text: NOTICE OF CROSS-APPEAL DEFICIENCY - SUPREME COURT FILING FEE ONLY - Transaction 9462987 - Approved By:
NOREVIEW : 01-19-2023:08:39:54

2,311 1/19/2023 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF CROSS-APPEAL - Transaction 9462987 - Approved By:
NOREVIEW : 01-19-2023:08:39:54

2,312 1/19/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9462989 - Approved By: NOREVIEW : 01-19-2023:08:40:50

2,313 1/19/2023 - PAYVD - **Payment Voided
Additional Text: Receipt Number DCDC708982 has been voided.

2,314 1/19/2023 - 2490 - Motion ...
Additional Text: LEWIS ROCA ROTHGERBER CHRISTIE LLP'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR DEFENDANT
GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION - Transaction 9465052 - Approved By: YVILORIA : 01-19-2023:15:37:39

2,315 1/19/2023 - 4075 - Substitution of Counsel
Additional Text: ABRAN VIGIL ESQ, ANN HALL ESQ, DAVID MCELHINNEY ESQ IN PLACE OF LEWIS ROCA ROTHGERBER CHRISTIE LLP
FOR DEFTS MEI-GSR HOLDINGS; AM-GSR HOLDINGS AND GAGE VILLAGE COMMERCIAL DEVELOPMENT Transaction 9465063 -
Approved By: NOREVIEW : 01-19-2023:15:36:21

2,316 1/19/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9465075 - Approved By: NOREVIEW : 01-19-2023:15:37:47

2,317 1/19/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9465082 - Approved By: NOREVIEW : 01-19-2023:15:39:05

2,318 1/19/2023 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE - Transaction 9465505 - Approved By: NOREVIEW :
01-19-2023:17:21:23

2,319 1/20/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9465647 - Approved By: NOREVIEW : 01-20-2023:08:11:21

2,320 1/20/2023 - 3860 - Request for Submission

Additional Text: Transaction 9466731 - Approved By: NOREVIEW : 01-20-2023:12:17:01
DOCUMENT TITLE: MOTION FOR ORDER TO SHOW CAUSE ON DEC. 29, 2022
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 1-20-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,321 1/20/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9466897 - Approved By: NOREVIEW : 01-20-2023:13:16:12

2,322 1/20/2023 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE FILED DECEMBER 28, 2022 - Transaction 9467044 - Approved By: NOREVIEW : 01-20-2023:13:58:18

2,323 1/20/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9467049 - Approved By: NOREVIEW : 01-20-2023:14:00:09

2,324 1/20/2023 - 3860 - Request for Submission

Additional Text: Transaction 9467101 - Approved By: NOREVIEW : 01-20-2023:14:16:30
DOCUMENT TITLE: MOTION FOR ORDER TO SHOW CAUSE ON DEC. 28, 2022
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 1-20-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,325 1/20/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9467135 - Approved By: NOREVIEW : 01-20-2023:14:25:16

2,326 1/20/2023 - 4105 - Supplemental ...

Additional Text: PLAINTIFFS' SUPPLEMENTAL VERIFIED MEMORANDUM OF COSTS - Transaction 9467486 - Approved By: NOREVIEW : 01-20-2023:16:03:45

2,327 1/20/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9467526 - Approved By: NOREVIEW : 01-20-2023:16:15:01

2,328 1/23/2023 - 1188 - Supreme Court Receipt for Doc

Additional Text: SUPREME COURT NO. 85915 - RECEIPT FOR DOCUMENTS - Transaction 9469245 - Approved By: NOREVIEW : 01-23-2023:13:26:56

2,329 1/23/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9469322 - Approved By: NOREVIEW : 01-23-2023:13:37:40

2,330 1/23/2023 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 9470011 - Approved By: NOREVIEW : 01-23-2023:15:51:12

2,331 1/23/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9470026 - Approved By: NOREVIEW : 01-23-2023:15:53:30

2,332 1/23/2023 - 2430 - Mtn to Retax Costs

Additional Text: DEFENDANTS' MOTION TO RETAX COSTS - Transaction 9470297 - Approved By: NOREVIEW : 01-23-2023:16:42:48

2,333 1/23/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9470307 - Approved By: NOREVIEW : 01-23-2023:16:44:37

2,334 1/25/2023 - 3370 - Order ...

Additional Text: Transaction 9473463 - Approved By: NOREVIEW : 01-25-2023:09:10:57

2,335 1/25/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 25 JAN 2023

2,336 1/25/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9473472 - Approved By: NOREVIEW : 01-25-2023:09:13:01

2,337 1/25/2023 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO LEWIS ROCA ROTHGERBER CHRISTIE LLP'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR DEFENDANT GRAND SIERRA RESORT UNIT OWNERS - Transaction 9474213 - Approved By: YVILORIA : 01-25-2023:12:00:20

2,338 1/25/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9474410 - Approved By: NOREVIEW : 01-25-2023:13:08:46

2,339 1/25/2023 - 3860 - Request for Submission

Additional Text: Transaction 9475574 - Approved By: NOREVIEW : 01-25-2023:17:34:50
DOCUMENT TITLE: PROPOSED ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER ATTACHED AS EXHIBIT 1
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 1-25-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,340 1/26/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9475715 - Approved By: NOREVIEW : 01-26-2023:07:37:19

2,341 1/26/2023 - 3370 - Order ...

Additional Text: Transaction 9475820 - Approved By: NOREVIEW : 01-26-2023:08:32:02

2,342 1/26/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9475825 - Approved By: NOREVIEW : 01-26-2023:08:33:02

2,343 1/26/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 26 JAN 2023

2,344 1/26/2023 - 3370 - Order ...

Additional Text: Transaction 9475910 - Approved By: NOREVIEW : 01-26-2023:08:55:23

2,345 1/26/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 26 JAN 2023

2,346 1/26/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9475913 - Approved By: NOREVIEW : 01-26-2023:08:56:21

2,347 1/26/2023 - 3370 - Order ...

Additional Text: Transaction 9475965 - Approved By: NOREVIEW : 01-26-2023:09:09:07

2,348 1/26/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9475972 - Approved By: NOREVIEW : 01-26-2023:09:10:14

2,349 1/26/2023 - 2490 - Motion ...

Additional Text: MOTION FOR INSTRUCTIONS TO RECEIVER CONCERNING TERMINATION OF THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION AND RENTAL OF UNITS UNTIL TIME OF SALE - Transaction 9476389 - Approved By: YVILORIA : 01-26-2023:11:03:33

2,350 1/26/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9476402 - Approved By: NOREVIEW : 01-26-2023:11:05:20

2,351 1/26/2023 - 3025 - Ord Granting/Denying in Part

Additional Text: Order Granting in Part and Denying in Part Plaintiffs' Emergency Motion for Instructions to Receiver to Not Execute Documents Terminating the GRSRUO Without Necessary Revisions to the Subject Document - Transaction 9476406 - Approved By: NOREVIEW : 01-26-2023:11:06:21

- 2,352 1/26/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9476409 - Approved By: NOREVIEW : 01-26-2023:11:07:09
- 2,353 1/26/2023 - S200 - Request for Submission Complet
Additional Text: Order Granting in Part and Denying in Part Plaintiffs' Emergency Motion for Instructions to Receiver to Not Execute Documents Terminating the GRSRUO Without Necessary Revisions to the Subject Documents filed 26 JAN 2023
- 2,354 1/26/2023 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9477903 - Approved By: NOREVIEW : 01-26-2023:16:50:54
- 2,355 1/26/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 26 JAN 2023
- 2,356 1/26/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 26 JAN 2023
- 2,357 1/26/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 26 JAN 2023
- 2,358 1/27/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9478117 - Approved By: NOREVIEW : 01-27-2023:07:34:43
- 2,359 1/27/2023 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9479058 - Approved By: NOREVIEW : 01-27-2023:11:40:32
- 2,360 1/27/2023 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9479058 - Approved By: NOREVIEW : 01-27-2023:11:40:32
- 2,361 1/27/2023 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9479058 - Approved By: NOREVIEW : 01-27-2023:11:40:32
- 2,362 1/27/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9479132 - Approved By: NOREVIEW : 01-27-2023:11:54:56
- 2,363 1/30/2023 - 2630 - Objection to ...
Additional Text: DEFENDANTS' OBJECTION TO PLAINTIFFS' PROPOSED FORM OF JUDGMENT - Transaction 9483215 - Approved By: YVILORIA : 01-31-2023:08:22:26
- 2,364 1/31/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9483512 - Approved By: NOREVIEW : 01-31-2023:08:25:04
- 2,365 1/31/2023 - 2610 - Notice ...
Additional Text: DEFENDANTS' NOTICE OF COMPLIANCE WITH PRODUCTION OF PRIVILEGED DOCUMENTS - Transaction 9484404 - Approved By: NOREVIEW : 01-31-2023:11:36:44
- 2,366 1/31/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9484418 - Approved By: NOREVIEW : 01-31-2023:11:38:45
- 2,367 2/1/2023 - 3370 - Order ...
Additional Text: Transaction 9486811 - Approved By: NOREVIEW : 02-01-2023:11:10:01
- 2,368 2/1/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9486845 - Approved By: NOREVIEW : 02-01-2023:11:19:00
- 2,369 2/1/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 1 FEB 2023

2,370 2/1/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 1 FEB 2023

2,371 2/1/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 1 FEB 2023

2,372 2/1/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 1 FEB 2023

2,373 2/1/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 1 FEB 2023

2,374 2/1/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 1 FEB 2023

2,375 2/1/2023 - 3790 - Reply to/in Opposition

Additional Text: Lewis Roca Rothgerber Christie LLP's Reply in Support of Motion to Withdraw as Counsel of Record for Defendant Grand Sierra Resort Unit Owners' Association - Transaction 9487015 - Approved By: SACORDAG : 02-01-2023:12:58:20

2,376 2/1/2023 - 3860 - Request for Submission

Additional Text: STRIKING THE NOTICE OF SUBMISSION OF DEFENDANTS' PROPOSED FINAL JUDGMENT FOR THE FOLLOWING REASON: DOCUMENT IS AN UNSIGNED ORDER THAT IS NOT IDENTIFIED AS A PROPOSED ORDER – WDCR 10(c)(1) - Transaction 9487121 - Approved By: NOREVIEW : 02-01-2023:12:43:32

2,377 2/1/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9487345 - Approved By: NOREVIEW : 02-01-2023:13:40:22

2,378 2/1/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9487346 - Approved By: NOREVIEW : 02-01-2023:13:40:22

2,379 2/1/2023 - 2589 - Notice of Stricken Document

Additional Text: NOTICE OF SUBMISSION OF DEFENDANTS PROPOSED FINAL JUDGMENT INCLUDES UNSIGNED ORDER FILED 2-1-23 BY JORDAN SMITH ESQ (EXHIBIT SHOULD BE IN SEPARATE PDF AND ATTACHED AS A CONTINUATION TO NOTICE) - Transaction 9487447 - Approved By: NOREVIEW : 02-01-2023:13:59:21

2,380 2/1/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9487464 - Approved By: NOREVIEW : 02-01-2023:14:01:24

2,381 2/1/2023 - 3860 - Request for Submission

Additional Text: Notice of Submission of Defendants' Proposed Final Judgment - Transaction 9487789 - Approved By: NOREVIEW : 02-01-2023:14:54:01

DOCUMENT TITLE: DEFENDANTS' PROPOSED FINAL JUDGMENT

PARTY SUBMITTING: JORDAN SMITH, ESQ.

DATE SUBMITTED: 2/1/23

SUBMITTED BY: NM

DATE RECEIVED JUDGE OFFICE:

2,382 2/1/2023 - 3373 - Other ...

Additional Text: STRIKING THE EXHIBIT A FOR THE FOLLOWING REASON: DOCUMENT IS AN UNSIGNED ORDER THAT IS NOT IDENTIFIED AS A PROPOSED ORDER – WDCR 10(c)(1) - Transaction 9487789 - Approved By: NOREVIEW : 02-01-2023:14:54:01

2,383 2/1/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9487813 - Approved By: NOREVIEW : 02-01-2023:14:59:13

2,384 2/1/2023 - 2589 - Notice of Stricken Document

Additional Text: EXHIBIT A INCLUDES UNSIGNED ORDER FILED 2-1-23 BY JORDAN SMITH ESQ - Transaction 9487847 - Approved By: NOREVIEW : 02-01-2023:15:06:24

2,385 2/1/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9487853 - Approved By: NOREVIEW : 02-01-2023:15:07:54

2,386 2/1/2023 - 3860 - Request for Submission

Additional Text: NOTICE OF SUBMISSION OF DEFENDANTS' PROPOSED FINAL JUDGMENT - Transaction 9487885 - Approved By: NOREVIEW : 02-01-2023:15:16:27

DOCUMENT TITLE: PROPOSED FORM OF FINAL JUDGMENT ATTACHED AS EXHIBIT A

PARTY SUBMITTING: JORDAN SMITH ESQ

DATE SUBMITTED: 2-1-23

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

2,387 2/1/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9487937 - Approved By: NOREVIEW : 02-01-2023:15:26:24

2,388 2/2/2023 - 3860 - Request for Submission

Additional Text: Request for Submission - Transaction 9489756 - Approved By: NOREVIEW : 02-02-2023:14:40:27

DOCUMENT TITLE: MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION ON JAN. 19, 2023

PARTY SUBMITTING: JENNIFER HOSTETLER ESQ

DATE SUBMITTED: 2-2-23

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

2,389 2/2/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9489763 - Approved By: NOREVIEW : 02-02-2023:14:41:48

2,390 2/2/2023 - 1880 - Judgment

Additional Text: Final Judgment - Transaction 9489974 - Approved By: NOREVIEW : 02-02-2023:15:33:59

2,391 2/2/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9489975 - Approved By: NOREVIEW : 02-02-2023:15:35:06

2,392 2/2/2023 - S200 - Request for Submission Complet

Additional Text: Final Judgment filed 2 FEB 2023

2,393 2/2/2023 - S200 - Request for Submission Complet

Additional Text: Final Judgment filed 2 FEB 2023

2,394 2/6/2023 - 3005 - Ord Withdrawal of Counsel

Additional Text: Order - Transaction 9493065 - Approved By: NOREVIEW : 02-06-2023:08:16:06

2,395 2/6/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 6 FEB 2023

2,396 2/6/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9493069 - Approved By: NOREVIEW : 02-06-2023:08:20:29

2,397 2/6/2023 - 3370 - Order ...

Additional Text: Transaction 9493186 - Approved By: NOREVIEW : 02-06-2023:08:54:37

2,398 2/6/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 6 FEB 2023

2,399 2/6/2023 - S200 - Request for Submission Complet

Additional Text: Order filed 6 FEB 2023

2,400 2/6/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 6 FEB 2023

2,401 2/6/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9493198 - Approved By: NOREVIEW : 02-06-2023:08:56:32

2,402 2/6/2023 - 3370 - Order ...
Additional Text: Transaction 9493225 - Approved By: NOREVIEW : 02-06-2023:09:02:25

2,403 2/6/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 6 FEB 2023

2,404 2/6/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9493241 - Approved By: NOREVIEW : 02-06-2023:09:04:49

2,405 2/6/2023 - 4050 - Stipulation ...
Additional Text: Transaction 9494287 - Approved By: NOREVIEW : 02-06-2023:13:33:03

2,406 2/6/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9494290 - Approved By: NOREVIEW : 02-06-2023:13:34:30

2,407 2/6/2023 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: Notice of Appeal [Protective] - Transaction 9495199 - Approved By: YVILORIA : 02-07-2023:08:03:14

2,408 2/6/2023 - 1310 - Case Appeal Statement
Additional Text: Case Appeal Statement - Transaction 9495210 - Approved By: NOREVIEW : 02-06-2023:16:46:59

2,409 2/6/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9495223 - Approved By: NOREVIEW : 02-06-2023:16:50:11

2,410 2/6/2023 - S200 - Request for Submission Complet
No additional text exists for this entry.

2,411 2/7/2023 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$24.00 was made on receipt DCDC709954.

2,412 2/7/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9495665 - Approved By: NOREVIEW : 02-07-2023:08:13:25

2,413 2/7/2023 - 2777 - Ord Approving ...
Additional Text: Parties Stipulation - Transaction 9497069 - Approved By: NOREVIEW : 02-07-2023:13:48:51

2,414 2/7/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9497119 - Approved By: NOREVIEW : 02-07-2023:13:56:25

2,415 2/7/2023 - 2010 - Mtn for Attorney's Fee
Additional Text: PLAINTIFFS' SUPPLEMENTAL MOTION FOR ATTORNEYS' FEES - Transaction 9497778 - Approved By: NOREVIEW : 02-07-2023:16:37:05

2,416 2/7/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9497793 - Approved By: NOREVIEW : 02-07-2023:16:38:54

2,417 2/8/2023 - SAB - **Supreme Court Appeal Bond
Additional Text: JORDAN SMITH ESQ FOR MEI-GSR HOLDINGS LLC GAGE VILLAGE COMMERCIAL DEVELOPMENT AND AM-GSR HOLDINGS - Transaction 9498754 - Approved By: YVILORIA : 02-08-2023:10:56:04

2,418 2/8/2023 - PAYRC - **Payment Received

Additional Text: A Payment of \$500.00 was made on receipt DCDC710180.

2,419 2/8/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9498984 - Approved By: NOREVIEW : 02-08-2023:11:24:04

2,420 2/8/2023 - 2250 - Mtn Alter or Amend Judgment

Additional Text: MOTION TO ALTER OR AMEND FINAL JUDGMENT - Transaction 9498999 - Approved By: YVILORIA : 02-08-2023:11:34:47

2,421 2/8/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9499084 - Approved By: NOREVIEW : 02-08-2023:11:39:53

2,422 2/8/2023 - 4113 - District Ct Deficiency Notice

Additional Text: NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEE ONLY - Transaction 9500620 - Approved By: NOREVIEW : 02-08-2023:16:40:31

2,423 2/8/2023 - 1350 - Certificate of Clerk

Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 9500620 - Approved By: NOREVIEW : 02-08-2023:16:40:31

2,424 2/8/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9500629 - Approved By: NOREVIEW : 02-08-2023:16:41:52

2,425 2/9/2023 - 1187 - **Supreme Court Case No. ...

Additional Text: SUPREME COURT NO. 86092 - MEI-GSR HOLDINGS / 3-14-23 - THOMAS CROSS-APPEAL

2,426 2/10/2023 - 2490 - Motion ...

Additional Text: DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF (1) JANUARY 26, 2023 ORDER DENYING DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER RE REIMBURSEMENT OF 2017 THROUGH 2019 CAPITAL EXPENDITURES; AND (2) JANUARY 26, 2023 ORDER DENYING DEFENDANTS' MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES AND REQUEST FOR ORAL ARGUMENT - Transaction 9505604 - Approved By: YVILORIA : 02-10-2023:16:41:23

2,427 2/10/2023 - 2535 - Notice of Entry of Judgment

Additional Text: Transaction 9505684 - Approved By: NOREVIEW : 02-10-2023:17:04:27

2,428 2/13/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9505909 - Approved By: NOREVIEW : 02-13-2023:07:52:08

2,429 2/13/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9505908 - Approved By: NOREVIEW : 02-13-2023:07:52:08

2,430 2/13/2023 - 2645 - Opposition to Mtn ...

Additional Text: PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO RETAX COSTS - Transaction 9507917 - Approved By: YVILORIA : 02-13-2023:15:30:42

2,431 2/13/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9508008 - Approved By: NOREVIEW : 02-13-2023:15:37:12

2,432 2/13/2023 - 1188 - Supreme Court Receipt for Doc

Additional Text: SUPREME COURT NO. 86092 - RECEIPT FOR DOCUMENTS - Transaction 9508020 - Approved By: NOREVIEW : 02-13-2023:15:39:59

2,433 2/13/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9508026 - Approved By: NOREVIEW : 02-13-2023:15:41:15

- 2,434 2/13/2023 - 2380 - Mtn to Modify ...
Additional Text: MOTION TO MODIFY AND TERMINATE RECEIVERSHIP AND APPROVE SALE OF CONDOMINIUM HOTEL - Transaction 9508335 - Approved By: YVILORIA : 02-13-2023:16:52:07
- 2,435 2/13/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9508397 - Approved By: NOREVIEW : 02-13-2023:16:54:03
- 2,436 2/14/2023 - 2610 - Notice ...
Additional Text: NOTICE OF EXECUTION BY RECEIVER OF AGREEMENT TO TERMINATE CONDOMINIUM HOTEL, CONDOMINIUM HOTEL ASSOCIATION, AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS - Transaction 9510098 - Approved By: NOREVIEW : 02-14-2023:14:47:14
- 2,437 2/14/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9510111 - Approved By: NOREVIEW : 02-14-2023:14:48:42
- 2,438 2/14/2023 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION FOR INSTRUCTIONS TO RECEIVER CONCERNING TERMINATION OF THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION AND RENTAL OF THE UNITS UNTIL TIME OF SALE - Transaction 9510223 - Approved By: YVILORIA : 02-14-2023:15:17:13
- 2,439 2/14/2023 - 1270 - Application ...
Additional Text: RENEWED APPLICATION FOR STAY OF ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES - Transaction 9510266 - Approved By: NOREVIEW : 02-14-2023:15:28:19
- 2,440 2/14/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9510339 - Approved By: NOREVIEW : 02-14-2023:15:43:38
- 2,441 2/14/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9510342 - Approved By: NOREVIEW : 02-14-2023:15:43:52
- 2,442 2/14/2023 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS TERMINATING THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION WITHOUT REVISIONS TO THE SUBJECT DOCUMENTS - Transaction 9510734 - Approved By: YVILORIA : 02-15-2023:08:11:22
- 2,443 2/15/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9510967 - Approved By: NOREVIEW : 02-15-2023:08:27:01
- 2,444 2/15/2023 - 2501 - Non-Opposition ...
Additional Text: Plaintiffs' Non-Objection to Receiver's Calculated Fees - Transaction 9513091 - Approved By: NOREVIEW : 02-15-2023:17:11:14
- 2,445 2/16/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9513254 - Approved By: NOREVIEW : 02-16-2023:07:39:02
- 2,446 2/16/2023 - 2630 - Objection to ...
Additional Text: DEFENDANTS' OBJECTION TO RECEIVER'S CALCULATIONS CONTAINED IN EXHIBIT 1 ATTACHED TO RECEIVER'S OMNIBUS REPLY TO PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 9514386 - Approved By: SACORDAG : 02-16-2023:13:18:00
- 2,447 2/16/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9514479 - Approved By: NOREVIEW : 02-16-2023:13:25:07
- 2,448 2/16/2023 - \$2527 - \$Notice of Cross Appeal
Additional Text: Transaction 9515716 - Approved By: AZAMORA : 02-17-2023:11:00:36
- 2,449 2/16/2023 - 1311 - Case Appeal Stmt-Cross Appeal
Additional Text: Transaction 9515716 - Approved By: AZAMORA : 02-17-2023:11:00:36

- 2,450 2/16/2023 - \$2527 - \$Notice of Cross Appeal
Additional Text: Transaction 9515716 - Approved By: AZAMORA : 02-17-2023:11:00:36
DFX: CONTEXTE GLITCHED WHEN APPROVING VIA EFLEX. NO IMAGE ATTACHED TO THIS.
- 2,451 2/16/2023 - 1311 - Case Appeal Stmt-Cross Appeal
Additional Text: Transaction 9515716 - Approved By: AZAMORA : 02-17-2023:11:00:36
- 2,452 2/17/2023 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC711349.
- 2,453 2/17/2023 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC711376.
- 2,454 2/17/2023 - PAYVD - **Payment Voided
Additional Text: Receipt Number DCDC711376 has been voided.
- 2,455 2/17/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9517697 - Approved By: NOREVIEW : 02-17-2023:16:39:38
- 2,456 2/21/2023 - 4113 - District Ct Deficiency Notice
Additional Text: NOTICE OF CROSS-APPEAL DEFICIENCY - APPEAL BOND AND SUPREME COURT FEE - Transaction 9519668 - Approved By: NOREVIEW : 02-21-2023:13:26:03
- 2,457 2/21/2023 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF CROSS-APPEAL - Transaction 9519668 - Approved By: NOREVIEW : 02-21-2023:13:26:03
- 2,458 2/21/2023 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9519719 - Approved By: NOREVIEW : 02-21-2023:13:37:07
- 2,459 2/21/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9519724 - Approved By: NOREVIEW : 02-21-2023:13:38:04
- 2,460 2/21/2023 - 3795 - Reply...
Additional Text: PLAINTIFFS' REPLY IN SUPPORT OF EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS TERMINATING THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION WITHOUT NECESSARY REVISIONS TO SUBJECT DOCUMENTS - Transaction 9520273 - Approved By: NOREVIEW : 02-21-2023:15:04:24
- 2,461 2/21/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9520316 - Approved By: NOREVIEW : 02-21-2023:15:16:35
- 2,462 2/21/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9520317 - Approved By: NOREVIEW : 02-21-2023:15:16:35
- 2,463 2/21/2023 - 3860 - Request for Submission
Additional Text: Transaction 9520322 - Approved By: NOREVIEW : 02-21-2023:15:18:00
DOCUMENT TITLE: PLAINTIFFS EMERGENCY MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS TERMINATING THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION WITHOUT NECESSARY REVISIONS TO THE SUBJECT DOCUMENTS ON JAN. 13, 2023
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 2-21-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 2,464 2/21/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9520334 - Approved By: NOREVIEW : 02-21-2023:15:19:32

2,465 2/24/2023 - 3795 - Reply...

Additional Text: REPLY TO DEFENDANTS' OBJECTION TO RECEIVER'S CALCULATIONS CONTAINED IN EXHIBIT 1 ATTACHED TO RECEIVER'S OMNIBUS REPLY TO PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS - Transaction 9527231 - Approved By: NOREVIEW : 02-24-2023:12:15:39

2,466 2/24/2023 - 3860 - Request for Submission

Additional Text: Transaction 9527231 - Approved By: NOREVIEW : 02-24-2023:12:15:39
DOCUMENT TITLE: RECEIVER'S CALCULATIONS CONTAINED IN EXHIBIT 1 ATTACHED TO RECEIVER'S OMNIBUS REPLY TO PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS
PARTY SUBMITTING: STEFANIE SHARP ESQ
DATE SUBMITTED: 2-24-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,467 2/24/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9527239 - Approved By: NOREVIEW : 02-24-2023:12:18:07

2,468 2/24/2023 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS TO RECEIVER CONCERNING TERMINATION OF THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION AND RENTAL OF UNITS UNTIL TIME OF SALE - Transaction 9528545 - Approved By: NOREVIEW : 02-24-2023:17:02:21

2,469 2/24/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9528546 - Approved By: NOREVIEW : 02-24-2023:17:03:20

2,470 2/27/2023 - 2650 - Opposition to ...

Additional Text: OPPOSITION TO RENEWED APPLICATION FOR STAY OF ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES - Transaction 9529472 - Approved By: YVILORIA : 02-27-2023:10:33:36

2,471 2/27/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9529484 - Approved By: NOREVIEW : 02-27-2023:10:36:34

2,472 3/1/2023 - \$2515 - \$Notice/Appeal Supreme Court

Additional Text: Transaction 9535426 - Approved By: YVILORIA : 03-01-2023:15:01:53

2,473 3/1/2023 - 1310 - Case Appeal Statement

Additional Text: Case Appeal Statement - Transaction 9535458 - Approved By: NOREVIEW : 03-01-2023:14:58:06

2,474 3/1/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9535468 - Approved By: NOREVIEW : 03-01-2023:14:59:48

2,475 3/1/2023 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$24.00 was made on receipt DCDC711985.

2,476 3/1/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9535477 - Approved By: NOREVIEW : 03-01-2023:15:03:33

2,477 3/1/2023 - 3790 - Reply to/in Opposition

Additional Text: REPLY IN SUPPORT OF DEFENDANTS' MOTION TO RETAX COSTS - Transaction 9535731 - Approved By: YVILORIA : 03-01-2023:16:17:14

2,478 3/1/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9535935 - Approved By: NOREVIEW : 03-01-2023:16:58:38

2,479 3/1/2023 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO PLAINTIFFS' MOTION TO ALTER OR AMEND FINAL JUDGMENT - Transaction 9536048 - Approved By: YVILORIA : 03-02-2023:08:26:31

- 2,480 3/2/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9536273 - Approved By: NOREVIEW : 03-02-2023:08:28:50
- 2,481 3/2/2023 - SAB - **Supreme Court Appeal Bond
Additional Text: JORDAN SMITH ESQ FOR MEI-GSR HOLDINGS, LLC; AM-GSR HOLDINGS, LLC; AND GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC - Transaction 9537161 - Approved By: YVILORIA : 03-02-2023:11:49:27
- 2,482 3/2/2023 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$500.00 was made on receipt DCDC712036.
- 2,483 3/2/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9537170 - Approved By: NOREVIEW : 03-02-2023:11:52:21
- 2,484 3/2/2023 - 3860 - Request for Submission
Additional Text: Transaction 9538695 - Approved By: NOREVIEW : 03-02-2023:16:50:22
DOCUMENT TITLE: MOTION FOR INSTRUCTIONS TO RECEIVER CONCERNING TERMINATION OF THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION AND RENTAL OF UNITS UNTIL TIME OF SALE ("MOTION") ON JANUARY 26, 2023.
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 3-2-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 2,485 3/2/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9538700 - Approved By: NOREVIEW : 03-02-2023:16:51:40
- 2,486 3/2/2023 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION TO MODIFY AND TERMINATE RECEIVERSHIP AND APPROVE SALE OF CONDOMINIUM HOTEL - Transaction 9538742 - Approved By: YVILORIA : 03-03-2023:08:05:25
- 2,487 3/3/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9538921 - Approved By: NOREVIEW : 03-03-2023:08:07:21
- 2,488 3/3/2023 - 1650 - Errata...
Additional Text: NOTICE OF ERRATA - Transaction 9539330 - Approved By: NOREVIEW : 03-03-2023:10:19:25
- 2,489 3/3/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9539403 - Approved By: NOREVIEW : 03-03-2023:10:41:38
- 2,490 3/3/2023 - 4113 - District Ct Deficiency Notice
Additional Text: NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEE ONLY - Transaction 9540139 - Approved By: NOREVIEW : 03-03-2023:14:23:22
- 2,491 3/3/2023 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 9540139 - Approved By: NOREVIEW : 03-03-2023:14:23:22
- 2,492 3/3/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9540144 - Approved By: NOREVIEW : 03-03-2023:14:25:03
- 2,493 3/6/2023 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF (1) JANUARY 26, 2023 ORDER DENYING DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER RE REIMBURSEMENT OF 2017 THROUGH 2019 CAPITAL EXPENDITURES; AND (2) JANUARY 26, 2023 ORDER DENYING DEFENDANTS' MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES AND REQUEST FOR ORAL ARGUMENT
Transaction 9543529 - Approved By: YVILORIA : 03-07-2023:08:11:31
- 2,494 3/7/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9543809 - Approved By: NOREVIEW : 03-07-2023:08:13:18

2,495 3/7/2023 - 2280 - Mtn to Continue

Additional Text: DEFENDANTS' MOTION TO CONTINUE APRIL 3, 2023 TRIAL (FIRST REQUEST) - Transaction 9545767 - Approved By: NOREVIEW : 03-07-2023:15:29:03

2,496 3/7/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9545861 - Approved By: NOREVIEW : 03-07-2023:15:55:46

2,497 3/7/2023 - 1670 - Ex-Parte Mtn...

Additional Text: DEFENDANTS EX PARTE MOTION FOR ORDER SHORTENING TIME ON DEFENDANTS' MOTION TO CONTINUE APRIL 3, 2023 TRIAL (FIRST REQUEST) - Transaction 9545904 - Approved By: NOREVIEW : 03-07-2023:16:08:15

2,498 3/7/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9545926 - Approved By: NOREVIEW : 03-07-2023:16:13:10

2,499 3/7/2023 - 3860 - Request for Submission

Additional Text: Request for Submission - Transaction 9546027 - Approved By: NOREVIEW : 03-07-2023:16:29:24
DOCUMENT TITLE: DEFENDANTS MOTION TO COMPEL
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 3-7-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,500 3/7/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9546048 - Approved By: NOREVIEW : 03-07-2023:16:35:00

2,501 3/7/2023 - 3860 - Request for Submission

Additional Text: NOTICE OF ERRATA TO REQUEST FOR SUBMISSION - Transaction 9546200 - Approved By: NOREVIEW : 03-07-2023:17:13:40
DOCUMENT TITLE: EX PARTE MOTION TO SHORTEN TIME AND NOT DEENDANTS MOTION TO CONTINUE TRIAL
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 3-7-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,502 3/8/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9546374 - Approved By: NOREVIEW : 03-08-2023:07:37:40

2,503 3/8/2023 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF MOTION TO ALTER OR AMEND FINAL JUDGMENT - Transaction 9548837 - Approved By: NOREVIEW : 03-08-2023:18:40:07

2,504 3/8/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9548838 - Approved By: NOREVIEW : 03-08-2023:18:40:54

2,505 3/9/2023 - 1188 - Supreme Court Receipt for Doc

Additional Text: SUPREME COURT NO. 86092 - RECEIPT FOR DOCUMENTS - Transaction 9550309 - Approved By: NOREVIEW : 03-09-2023:13:40:27

2,506 3/9/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9550316 - Approved By: NOREVIEW : 03-09-2023:13:42:33

2,507 3/9/2023 - 3860 - Request for Submission

Additional Text: Transaction 9550931 - Approved By: NOREVIEW : 03-09-2023:15:14:39
DOCUMENT TITLE: MOTION TO ALTER OR AMEND FINAL JUDGMENT ON FEB. 8, 2023
PARTY SUBMITTING: BRIANA COLLINGS ESQ
DATE SUBMITTED: 3-9-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,508 3/9/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9551043 - Approved By: NOREVIEW : 03-09-2023:15:32:57

- 2,509 3/10/2023 - 3245 - Ord Shortening Time
Additional Text: Order Granting Motion for Order Shortening Time - Transaction 9553212 - Approved By: NOREVIEW : 03-10-2023:14:11:21
- 2,510 3/10/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9553247 - Approved By: NOREVIEW : 03-10-2023:14:19:59
- 2,511 3/10/2023 - S200 - Request for Submission Complet
Additional Text: Order Granting OST filed March 10, 2023
- 2,512 3/10/2023 - 3790 - Reply to/in Opposition
Additional Text: REPLY TO OPPOSITION MOTION TO MODIFY AND TERMINATE RECEIVERSHIP AND APPROVE SALE OF CONDOMINIUM HOTEL - Transaction 9553918 - Approved By: YVILORIA : 03-13-2023:08:12:05
- 2,513 3/10/2023 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO DEFENDANTS' MOTION TO CONTINUE APRIL 3, 2023 TRIAL (FIRST REQUEST) - Transaction 9553965 - Approved By: YVILORIA : 03-13-2023:08:14:05
- 2,514 3/13/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9554120 - Approved By: NOREVIEW : 03-13-2023:08:15:01
- 2,515 3/13/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9554122 - Approved By: NOREVIEW : 03-13-2023:08:15:34
- 2,516 3/13/2023 - 3860 - Request for Submission
Additional Text: Transaction 9554527 - Approved By: NOREVIEW : 03-13-2023:10:01:11
DOCUMENT TITLE: MOTION TO MODIFY AND TERMINATE RECEIVERSHIP AND APPROVE SALE OF CONDOMINIUM HOTEL
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 3-13-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 2,517 3/13/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9554538 - Approved By: NOREVIEW : 03-13-2023:10:04:04
- 2,518 3/13/2023 - 4092 - Supersedeas Bond (Surety)Filed
Additional Text: Transaction 9554707 - Approved By: NOREVIEW : 03-13-2023:10:48:35
- 2,519 3/13/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9554719 - Approved By: NOREVIEW : 03-13-2023:10:51:09
- 2,520 3/13/2023 - 2610 - Notice ...
Additional Text: NOTICE OF POSTING SUPERSEDEAS BOND - Transaction 9556166 - Approved By: NOREVIEW : 03-13-2023:16:01:36
- 2,521 3/13/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9556195 - Approved By: NOREVIEW : 03-13-2023:16:05:51
- 2,522 3/14/2023 - SAB - **Supreme Court Appeal Bond
Additional Text: JARRAD C. MILLER ESQ FOR PLAINTIFFS - Transaction 9557083 - Approved By: YVILORIA : 03-14-2023:09:30:22
- 2,523 3/14/2023 - 1311 - Case Appeal Stmt-Cross Appeal
Additional Text: Transaction 9557088 - Approved By: YVILORIA : 03-14-2023:09:28:48
- 2,524 3/14/2023 - \$2527 - \$Notice of Cross Appeal
Additional Text: Transaction 9557088 - Approved By: YVILORIA : 03-14-2023:09:28:48

2,525 3/14/2023 - PAYRC - **Payment Received
Additional Text: A Payment of \$34.00 was made on receipt DCDC713063.

2,526 3/14/2023 - PAYRC - **Payment Received
Additional Text: A Payment of \$500.00 was made on receipt DCDC713065.

2,527 3/14/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9557165 - Approved By: NOREVIEW : 03-14-2023:09:33:06

2,528 3/14/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9557169 - Approved By: NOREVIEW : 03-14-2023:09:34:10

2,529 3/14/2023 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF CROSS-APPEAL - Transaction 9557220 - Approved By: NOREVIEW : 03-14-2023:09:48:04

2,530 3/14/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9557243 - Approved By: NOREVIEW : 03-14-2023:09:50:19

2,531 3/14/2023 - 3370 - Order ...
Additional Text: Transaction 9557984 - Approved By: NOREVIEW : 03-14-2023:12:42:33

2,532 3/14/2023 - 3105 - Ord Granting ...
Additional Text: Transaction 9558000 - Approved By: NOREVIEW : 03-14-2023:12:46:13

2,533 3/14/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9558006 - Approved By: NOREVIEW : 03-14-2023:12:47:40

2,534 3/14/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9558703 - Approved By: NOREVIEW : 03-14-2023:15:16:51

2,535 3/14/2023 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF DEFENDANTS' MOTION TO CONTINUE APRIL 3, 2023 TRIAL (FIRST REQUEST) - Transaction 9559066 - Approved By: NOREVIEW : 03-14-2023:16:05:52

2,536 3/14/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9559170 - Approved By: NOREVIEW : 03-14-2023:16:19:30

2,537 3/14/2023 - 3860 - Request for Submission
Additional Text: Transaction 9559329 - Approved By: NOREVIEW : 03-14-2023:16:57:34
DOCUMENT TITLE: MOTION TO CONTINUE APRIL 3, 2023 TRIAL
PARTY SUBMITTING: DAVID MCELHINNEY ESQ
DATE SUBMITTED: 3-14-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,538 3/15/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9559610 - Approved By: NOREVIEW : 03-15-2023:07:35:33

2,539 3/15/2023 - 2820 - Ord Denying Continuance
Additional Text: Transaction 9560291 - Approved By: NOREVIEW : 03-15-2023:10:36:24

2,540 3/15/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 15 MAR 2023

2,541 3/15/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9560339 - Approved By: NOREVIEW : 03-15-2023:10:43:38

2,542 3/16/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 14 MAR 2023

2,543 3/16/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 14 MAR 2023

2,544 3/16/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 14 MAR 2023

2,545 3/16/2023 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 86092 - RECEIPT FOR DOCUMENTS - Transaction 9563810 - Approved By: NOREVIEW : 03-16-2023:14:45:39

2,546 3/16/2023 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 86092 - RECEIPT FOR DOCUMENTS - Transaction 9563810 - Approved By: NOREVIEW : 03-16-2023:14:45:39

2,547 3/16/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9563864 - Approved By: NOREVIEW : 03-16-2023:14:55:29

2,548 3/17/2023 - 2645 - Opposition to Mtn ...
Additional Text: FIRST AND FINAL ACCOUNT AND REPORT OF ADMINISTRATOR; PETITION FOR CONFIRMATION AND FOR ORDER AUTHORIZING AND DIRECTING PAYMENT OF ADMINISTRATION FEES AND COSTS; AND FOR FINAL DISTRIBUTION - Transaction 9566682 - Approved By: YVILORIA : 03-17-2023:16:33:23

2,549 3/17/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9566762 - Approved By: NOREVIEW : 03-17-2023:16:41:58

2,550 3/20/2023 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9568695 - Approved By: NOREVIEW : 03-20-2023:15:09:14

2,551 3/20/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9568701 - Approved By: NOREVIEW : 03-20-2023:15:10:56

2,552 3/20/2023 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9568722 - Approved By: NOREVIEW : 03-20-2023:15:14:37

2,553 3/20/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9568726 - Approved By: NOREVIEW : 03-20-2023:15:15:45

2,554 3/20/2023 - 3795 - Reply...
Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF (1) JANUARY 26, 2023 ORDER DENYING DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER RE REIMBURSEMENT OF 2017 THROUGH 2019 CAPITAL EXPENDITURES; AND (2) JANUARY 26, 2023 ORDER DENYING DEFENDANTS MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES AND REQUEST FOR ORAL ARGUMENT - Transaction 9569108 - Approved By: NOREVIEW : 03-20-2023:16:42:22

2,555 3/20/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9569113 - Approved By: NOREVIEW : 03-20-2023:16:44:22

2,556 3/20/2023 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 9569257 - Approved By: NOREVIEW : 03-20-2023:17:38:42

2,557 3/20/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9569259 - Approved By: NOREVIEW : 03-20-2023:17:41:31

2,558 3/21/2023 - 1650 - Errata...

Additional Text: Defendants' Notice of Errata - Transaction 9571556 - Approved By: NOREVIEW : 03-21-2023:16:10:27

2,559 3/21/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9571641 - Approved By: NOREVIEW : 03-21-2023:16:29:45

2,560 3/22/2023 - 3860 - Request for Submission

Additional Text: Transaction 9574074 - Approved By: NOREVIEW : 03-22-2023:17:23:16

DOCUMENT TITLE: DEFENDANTS RENEWED APPLICATION FOR STAY

PARTY SUBMITTING: JARRAD MILLER ESQ

DATE SUBMITTED: 3-22-23

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

2,561 3/23/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9574187 - Approved By: NOREVIEW : 03-23-2023:07:49:45

2,562 3/24/2023 - 3860 - Request for Submission

Additional Text: Transaction 9577018 - Approved By: NOREVIEW : 03-24-2023:12:24:18

DOCUMENT TITLE: MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF (1) JANUARY 26, 2023 ORDER DENYING DEFENDANTS' MOTION FOR INSTRUCTIONS FOR RECEIVER REGARDING REIMBURSEMENT OF 2017 THROUGH 2019 CAPITAL EXPENDITURES; AND (2) JANUARY 26, 2023 ORDER DENYING DEFENDANTS' MOTION FOR INSTRUCTIONS ("MOTION")

PARTY SUBMITTING: DAVID MCELHINNEY ESQ

DATE SUBMITTED: 3-24-23

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

2,563 3/24/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9577088 - Approved By: NOREVIEW : 03-24-2023:13:01:31

2,564 3/24/2023 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF RENEWED APPLICATION FOR STAY OF ORDER GRANTING PLAINTIFFS'

SUPPLEMENTAL MOTION FOR FEES - Transaction 9577402 - Approved By: NOREVIEW : 03-24-2023:14:21:42

2,565 3/24/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9577413 - Approved By: NOREVIEW : 03-24-2023:14:23:12

2,566 3/27/2023 - 3860 - Request for Submission

Additional Text: Transaction 9580069 - Approved By: NOREVIEW : 03-27-2023:15:13:52

DOCUMENT TITLE: DEFENDANTS RENEWED APPLICATION FOR STAY OF ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES (MOTION) FILED FEB 14, 2023

PARTY SUBMITTING: JORDAN SMITH ESQ

DATE SUBMITTED: 3-27-23

SUBMITTED BY: YV

DATE RECEIVED JUDGE OFFICE:

2,567 3/27/2023 - 3370 - Order ...

Additional Text: Transaction 9580074 - Approved By: NOREVIEW : 03-27-2023:15:14:12

2,568 3/27/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9580079 - Approved By: NOREVIEW : 03-27-2023:15:15:30

2,569 3/27/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9580080 - Approved By: NOREVIEW : 03-27-2023:15:15:33

2,570 3/27/2023 - 3025 - Ord Granting/Denying in Part

Additional Text: Transaction 9580085 - Approved By: NOREVIEW : 03-27-2023:15:16:52

2,571 3/27/2023 - 2842 - Ord Denying Motion
Additional Text: Transaction 9580094 - Approved By: NOREVIEW : 03-27-2023:15:18:11

2,572 3/27/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9580093 - Approved By: NOREVIEW : 03-27-2023:15:18:09

2,573 3/27/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9580102 - Approved By: NOREVIEW : 03-27-2023:15:19:39

2,574 3/27/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 27 MAR 2023

2,575 3/27/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 27 MAR 2023

2,576 3/27/2023 - 2545 - Notice of Entry ...
Additional Text: Transaction 9580305 - Approved By: NOREVIEW : 03-27-2023:15:51:33

2,577 3/27/2023 - 2545 - Notice of Entry ...
Additional Text: Transaction 9580408 - Approved By: NOREVIEW : 03-27-2023:16:06:09

2,578 3/27/2023 - 4210 - Trial Statement - Defendant
Additional Text: DEFENDANTS' TRIAL STATEMENT AND MOTION IN LIMINE - Transaction 9580598 - Approved By: YVILORIA : 03-27-2023:16:55:27

2,579 3/28/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9580720 - Approved By: NOREVIEW : 03-28-2023:06:52:49

2,580 3/28/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9580723 - Approved By: NOREVIEW : 03-28-2023:06:53:37

2,581 3/28/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9580722 - Approved By: NOREVIEW : 03-28-2023:06:53:37

2,582 3/28/2023 - 3105 - Ord Granting ...
Additional Text: Transaction 9581875 - Approved By: NOREVIEW : 03-28-2023:13:29:44

2,583 3/28/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9581882 - Approved By: NOREVIEW : 03-28-2023:13:31:13

2,584 3/28/2023 - 3370 - Order ...
Additional Text: Transaction 9581883 - Approved By: NOREVIEW : 03-28-2023:13:31:34

2,585 3/28/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 28 MAR 2023

2,586 3/28/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 28 MAR 2023

2,587 3/28/2023 - S200 - Request for Submission Complet
Additional Text: Order filed 28 MAR 2022

2,588 3/28/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9581891 - Approved By: NOREVIEW : 03-28-2023:13:32:54

2,589 3/28/2023 - 3370 - Order ...
Additional Text: Transaction 9582809 - Approved By: NOREVIEW : 03-28-2023:16:51:22

2,590 3/28/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9582813 - Approved By: NOREVIEW : 03-28-2023:16:52:36

2,591 3/28/2023 - 2195 - Mtn for Stay ...
Additional Text: Defendants' Motion for Stay of Order Granting Receiver's Motion for Order & Instructions Entered January 26, 2023 and the March 27, 2023 Order Overruling Defendants' Objections Related Thereto, Pending Review by the Nevada Supreme Court; Ex Parte Application for Order Shortening Time - Transaction 9582942 - Approved By: SACORDAG : 03-29-2023:07:41:28

2,592 3/29/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9582981 - Approved By: NOREVIEW : 03-29-2023:07:51:52

2,593 3/29/2023 - MIN - ***Minutes
Additional Text: 3/28/2023 - PHONE CONFERENCE - Transaction 9583226 - Approved By: NOREVIEW : 03-29-2023:09:28:16

2,594 3/29/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9583236 - Approved By: NOREVIEW : 03-29-2023:09:31:47

2,595 3/29/2023 - 3245 - Ord Shortening Time
Additional Text: Transaction 9583262 - Approved By: NOREVIEW : 03-29-2023:09:47:32

2,596 3/29/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9583266 - Approved By: NOREVIEW : 03-29-2023:09:48:57

2,597 3/30/2023 - 2540 - Notice of Entry of Ord
Additional Text: Notice of Entry of Order - Transaction 9587564 - Approved By: NOREVIEW : 03-30-2023:16:23:57

2,598 3/30/2023 - 2540 - Notice of Entry of Ord
Additional Text: Notice of Entry of Order - Transaction 9587568 - Approved By: NOREVIEW : 03-30-2023:16:27:32

2,599 3/30/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9587586 - Approved By: NOREVIEW : 03-30-2023:16:29:18

2,600 3/30/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9587594 - Approved By: NOREVIEW : 03-30-2023:16:31:21

2,601 4/3/2023 - 2540 - Notice of Entry of Ord
Additional Text: Notice of Entry of Order - Transaction 9590964 - Approved By: NOREVIEW : 04-03-2023:13:12:25

2,602 4/3/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9591047 - Approved By: NOREVIEW : 04-03-2023:13:35:05

2,603 4/4/2023 - 4092 - Supersedeas Bond (Surety)Filed
Additional Text: Transaction 9593890 - Approved By: NOREVIEW : 04-04-2023:14:06:48

2,604 4/4/2023 - 4092 - Supersedeas Bond (Surety)Filed
Additional Text: Transaction 9593890 - Approved By: NOREVIEW : 04-04-2023:14:06:48

2,605 4/4/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9593959 - Approved By: NOREVIEW : 04-04-2023:14:25:45

2,606 4/4/2023 - NEF - Proof of Electronic Service
Additional Text: Transaction 9593959 - Approved By: NOREVIEW : 04-04-2023:14:25:45

2,607 4/4/2023 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR STAY OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ENTERED JANUARY 26, 2023 AND THE MARCH 27, 2023 ORDER OVERRULING DEFENDANTS' OBJECTIONS RELATED THERETO, PENDING REVIEW BY THE NEVADA SUPREME COURT - Transaction 9594421 - Approved By: YVILORIA : 04-04-2023:16:28:46

2,608 4/4/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9594476 - Approved By: NOREVIEW : 04-04-2023:16:38:39

2,609 4/5/2023 - 2610 - Notice ...

Additional Text: NOTICE OF POSTING SUPERSEDEAS BOND - Transaction 9595863 - Approved By: NOREVIEW : 04-05-2023:11:49:42

2,610 4/5/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9595871 - Approved By: NOREVIEW : 04-05-2023:11:54:14

2,611 4/6/2023 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 9598728 - Approved By: NOREVIEW : 04-06-2023:13:26:06

2,612 4/6/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9598743 - Approved By: NOREVIEW : 04-06-2023:13:28:18

2,613 4/6/2023 - 3795 - Reply...

Additional Text: DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR STAY OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ENTERED JANUARY 26, 2023 AND THE MARCH 27, 2023 ORDER OVERRULING DEFENDANTS' OBJECTIONS RELATED THERETO, PENDING REVIEW BY THE NEVADA SUPREME COURT AND EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME - Transaction 9600051 - Approved By: NOREVIEW : 04-06-2023:16:45:14

2,614 4/6/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9600084 - Approved By: NOREVIEW : 04-06-2023:16:47:30

2,615 4/10/2023 - 3370 - Order ...

Additional Text: Transaction 9602907 - Approved By: NOREVIEW : 04-10-2023:08:09:54

2,616 4/10/2023 - 1105 - Amended Ord and/or Judgment

Additional Text: Amended Final Judgment - Transaction 9602918 - Approved By: NOREVIEW : 04-10-2023:08:14:34

2,617 4/10/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9602922 - Approved By: NOREVIEW : 04-10-2023:08:15:27

2,618 4/10/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9602971 - Approved By: NOREVIEW : 04-10-2023:08:32:37

2,619 4/11/2023 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 9605847 - Approved By: NOREVIEW : 04-11-2023:10:30:53

2,620 4/11/2023 - 2535 - Notice of Entry of Judgment

Additional Text: Transaction 9605855 - Approved By: NOREVIEW : 04-11-2023:10:30:57

2,621 4/11/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9606064 - Approved By: NOREVIEW : 04-11-2023:11:21:26

2,622 4/11/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9606067 - Approved By: NOREVIEW : 04-11-2023:11:21:32

2,623 4/11/2023 - 2035 - Mtn Clarification of Ord

Additional Text: DEFENDANTS' MOTION FOR CLARIFICATION OR RECONSIDERATION OF COURT'S ORDER DENYING MOTION FOR STAY OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ENTERED JANUARY 26, 2023 AND THE MARCH 27, 2023 ORDER OVERRULING DEFENDANTS' OBJECTIONS RELATED THERETO, PENDING REVIEW BY THE NEVADA SUPREME COURT

AND EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME

Transaction 9607073 - Approved By: NOREVIEW : 04-11-2023:16:00:05

2,624 4/11/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9607094 - Approved By: NOREVIEW : 04-11-2023:16:02:52

2,625 4/12/2023 - 3245 - Ord Shortening Time

Additional Text: Order Granting Defendants' Ex Parte Application for Shortening Time Related to Defendants' Motion for Clarification or Reconsideration - Transaction 9607750 - Approved By: NOREVIEW : 04-12-2023:08:41:43

2,626 4/12/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9607758 - Approved By: NOREVIEW : 04-12-2023:08:45:26

2,627 4/12/2023 - 2610 - Notice ...

Additional Text: NOTICE OF INTERPLEADER OF FUNDS - Transaction 9609152 - Approved By: NOREVIEW : 04-12-2023:14:08:21

2,628 4/12/2023 - INPL - **Interpleader Funds

Additional Text: BOND ID: INPL-23-00002

2,629 4/12/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9609160 - Approved By: NOREVIEW : 04-12-2023:14:09:43

2,630 4/12/2023 - 3795 - Reply...

Additional Text: REPLY IN SUPPORT OF SUPPLEMENTAL MOTION FOR ATTORNEYS' FEES - Transaction 9610210 - Approved By: NOREVIEW : 04-12-2023:17:16:43

2,631 4/12/2023 - FIE - **Document Filed in Error

Additional Text: FILED IN ERROR - IMAGES NOT DISPLAYING - DUPLICATE FILING ENTERED DURING SYSTEM GLITCH - Transaction 9610210 - Approved By: NOREVIEW : 04-12-2023:17:16:43

2,632 4/12/2023 - 3860 - Request for Submission

Additional Text: Transaction 9610215 - Approved By: NOREVIEW : 04-12-2023:17:19:54
DOCUMENT TITLE: PLAINTIFFS SUPPLEMENTAL MOTION FOR ATTORNEYS FEES FILED FEB. 7, 2023
PARTY SUBMITTING: JARRAD MILLER ESQ
DATE SUBMITTED: 4-12-23
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

2,633 4/12/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9610221 - Approved By: NOREVIEW : 04-12-2023:17:20:52

2,634 4/12/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9610288 - Approved By: NOREVIEW : 04-12-2023:22:41:18

2,635 4/13/2023 - \$2515 - \$Notice/Appeal Supreme Court

Additional Text: Transaction 9612547 - Approved By: YVILORIA : 04-14-2023:08:25:08

2,636 4/13/2023 - 1310 - Case Appeal Statement

Additional Text: Transaction 9612550 - Approved By: NOREVIEW : 04-13-2023:17:05:13

2,637 4/14/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9612717 - Approved By: NOREVIEW : 04-14-2023:08:08:35

2,638 4/14/2023 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$24.00 was made on receipt DCDC715292.

2,639 4/14/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9612821 - Approved By: NOREVIEW : 04-14-2023:08:49:22

2,640 4/14/2023 - SAB - **Supreme Court Appeal Bond

Additional Text: JORDAN SMITH ESQ FOR MEI-GSR HOLDINGS, LLC; AM-GSR HOLDINGS, LLC; AND GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC - Transaction 9614719 - Approved By: YVILORIA : 04-17-2023:08:08:30

2,641 4/17/2023 - PAYRC - **Payment Receipted

Additional Text: A Payment of \$500.00 was made on receipt DCDC715363.

2,642 4/17/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9615091 - Approved By: NOREVIEW : 04-17-2023:08:32:13

2,643 4/17/2023 - 4185 - Transcript

Additional Text: Transaction 9616647 - Approved By: NOREVIEW : 04-17-2023:14:17:46

2,644 4/17/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9616673 - Approved By: NOREVIEW : 04-17-2023:14:24:33

2,645 4/17/2023 - 2645 - Opposition to Mtn ...

Additional Text: OPPOSITION TO DEFENDANTS' MOTION FOR CLARIFICATION OR RECONSIDERATION OF COURT'S ORDER DENYING MOTION FOR STAY OF ORDERS - Transaction 9617133 - Approved By: YVILORIA : 04-17-2023:16:15:29

2,646 4/17/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9617221 - Approved By: NOREVIEW : 04-17-2023:16:17:18

2,647 4/17/2023 - 4113 - District Ct Deficiency Notice

Additional Text: NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEE ONLY - Transaction 9617296 - Approved By: NOREVIEW : 04-17-2023:16:31:19

2,648 4/17/2023 - 1350 - Certificate of Clerk

Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 9617296 - Approved By: NOREVIEW : 04-17-2023:16:31:19

2,649 4/17/2023 - NEF - Proof of Electronic Service

Additional Text: Transaction 9617299 - Approved By: NOREVIEW : 04-17-2023:16:32:43

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al,

Defendants.

ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS

Albert Thomas et al ("the Plaintiffs") filed a Motion for Sanctions Under NRCP 37(b) for Failure to Comply with Court Orders ("the Motion") on September 24, 2013. The Court enter an Oder Shortening time on September 27, 2013, in light of the fast-approaching trial date. The Defendants were to file an opposition no later than 5:00 p.m. on October 2, 2013. No opposition was filed by this deadline. On October 3, 2103, the Plaintiffs requested that this matter be submitted for decision. Approximately one hour later, MEI-GSR Holdings, LLC et al ("the Defendants") filed an Opposition to Plaintiffs' Motion for Sanctions ("the Opposition"). The Plaintiffs filed a Reply in Support of Plaintiffs' Motion for Sanctions Under NRCP 37(b) for Failure to Comply with Court Orders ("the Reply") on October 4, 2013. An Errata to the Reply was filed later that day. The Plaintiffs contemporaneously resubmitted the matter for the Court's decision.

The Motion asked the Court to strike the Defendants' Answer. This would effectively end the case, leaving only the issue of damages to be decided. The Court issued an Order on October 17,

1 2013 (“the October Order”) in which the factual background of the discovery issues are fully and
2 adequately recited. The Court hereby adopts that factual recitation, making specific note of the
3 Defendants’ repeated failures to respond to the Plaintiffs’ motions to compel, to object to
4 Commissioner Ayers’ Recommendations for Order, and to comply with the Adopted Orders of this
5 Court based off of Commissioner Ayers’ recommendations. *See*, October Order, 2:23 – 6-9. The
6 Court felt a hearing would assist in assessing the extent to which sanctions were appropriate. A
7 three-day hearing commenced on October 21, 2013, at approximately 1:30 p.m.¹ Over the course of
8 those three days the Court heard testimony from Craig Greene, a financial investigator, Caroline
9 Rich, the Grand Sierra Resort’s Controller, and William Lee Burtch, the Grand Sierra Resort’s
10 Senior Vice President of Innovation and Technology. The Court conducted a lengthy analysis under
11 Young v. Johnny Ribeiro Bldg., Inc., 106 Nev. 88, 787 P.2d 777 (1990), and ultimately declined to
12 impose case-concluding sanctions. The Court instead struck the Defendants’ counterclaims and
13 ordered that the Defendants pay all attorney’s fees and costs associated with the three-day hearing.

14 Young requires “every order of dismissal with prejudice as a discovery sanction be supported
15 by an express, careful and preferably written explanation of the court’s analysis of the pertinent
16 factors.” Young, 106 Nev. at 93, 787 P.2d at 780. The Court did not grant such a sanction.
17 However, the Court did thoroughly analyze those factors in reaching its decision to impose the lesser
18 sanctions. This Order memorializes the Court’s findings and will thus detail each factor, *infra*.

19 The Young factors are as follows: (1) the degree of willfulness of the offending party, (2) the
20 extent to which the non-offending party would be prejudiced by a lesser sanction, (3) the severity of
21 the sanction of dismissal relative to the severity of the discovery abuse, (4) whether any evidence has
22 been irreparably lost, (5) the feasibility and fairness of less severe sanctions, (6) the policy favoring
23 adjudication on the merits, (7) whether sanctions unfairly operate to penalize a party for the
24

25 ¹ The two-week trial was originally set to begin on October 21, 2013. In an in-chambers status conference on October
26 16, 2013, the Court informed counsel that trial could not start on the scheduled date due to failures in discovery. The
27 Court pushed back the trial date two days to October 23, 2013. Notwithstanding the advance notice and extra time, the
28 Defendants failed to submit their proposed jury instructions in violation of WDCR 7(8). The Defendants’ counsel did
not assist the Court staff with marking exhibits prior to the scheduled trial date, and failed to timely file a trial statement
as required by WDCR 5. Lastly, the Court noted at the hearing that the Defendants’ pretrial disclosures were filed two
weeks late, in violation of N.R.C.P. 16.1(3).

1 misconduct of his or her attorney, and (8) the need to deter parties and future litigants from similar
2 abuses. Id. In discovery abuse situations where possible case-concluding sanctions are warranted,
3 the trial judge has discretion in deciding which factors are to be considered. Bahena v. Goodyear
4 Tire & Rubber Co., 126 Nev. Adv. Op. 57, 245 P.3d 1182, (2010).

5 The Plaintiffs alleged that the discovery failures in this case were deliberate and willful. The
6 Court found that there was no doubt that certain failures laid at the feet of the Defendants. The
7 Defendants failed to comply with discovery orders and failed to meet the extended production
8 deadlines to which they agreed. However, after hearing testimony from Caroline Rich, the Court
9 could not find that such failure was willful. The fact that emails were not produced and accounts
10 were not searched did not appear to be an intentional disruption of the discovery process by the
11 employees of the Defendant. Ms. Rich did her best to produce what she felt was relevant. Although
12 her judgment excluded pertinent material, such oversight did not rise to the level of willfulness.
13 Further, the Court could not find that the Defense attorneys Mr. Brohawn or Mr. Reese willfully
14 obstructed the discovery process.

15 The Court next considered the possible prejudice to the Plaintiffs if a lesser sanction were
16 imposed. "The dismissal of a case, based upon a discovery abuse . . . should be used only in extreme
17 situations; if less drastic sanctions are available, they should be utilized." GNLV Corp v. Service
18 Control Corp, 111 Nev. 866, 870, 900 P.2d 323, 325 (1995). While a case-concluding sanction
19 would benefit the Plaintiffs, the Court found that (1) lesser sanctions could be imposed, and (2) such
20 sanctions would not unduly cause the Plaintiffs prejudice. Instrumental in this finding was the
21 Plaintiffs' Counsel's own admission that, if necessary, they could go to trial in a matter of days with
22 the information that they had at that point.

23 Thirdly, the Court compared the severity of dismissal to the severity of the discovery abuse.
24 The Court again affirmatively found that discovery failures had occurred. The severity of those
25 abuses was not determinable and thus did not warrant ending the case in favor of the Plaintiffs.
26 There was no evidence as to who was at fault for the failures to produce information. Further, the
27 Court found that the good faith effort of Caroline Rich eliminated the possibility that the violations
28 should be met with such a severe sanction.

1 In looking at the fourth factor, the Court noted that there was no evidence presented at the
2 hearing or raised by the moving papers that evidence had been irreparably lost. The fact that
3 evidence had not been produced is not the same as the destruction or loss of evidence. This factor
4 was not particularly helpful in the Court's determination.

5 Fifth, the Court found that there were many alternatives to the requested case-concluding
6 sanctions that could serve to deter a party from engaging in abusive discovery practices in the future.
7 The Court excluded from its consideration certain possible sanctions. For example, the Court found
8 that it would not be feasible to order a jury to deem a fact relating to withheld evidence to be true,
9 when the Court itself could not find that such evidence in fact existed. Notwithstanding, the Court
10 found that other sanctions could be feasible and fair to both parties.

11 The Court considered the two major policy factors together. Nevada has a strong policy, and
12 the Court firmly believes, that cases should be adjudicated on their merits. *See, Scrimmer v. Dist.*
13 *Court*, 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also, Kahn v. Orme*, 108 Nev. 510,
14 516, 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery
15 process established by Nevada law. The Court found that it could employ non-case concluding
16 sanctions to accomplish both of these prerogatives.

17 Lastly, the Court considered whether striking the Answer would unfairly operate to penalize
18 the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were
19 failures to produce and abuses of discovery on behalf of the Defendants. The Defendants produced
20 some, albeit incomplete, information to the Plaintiffs. The evidence did not show that Mr. Brohawn,
21 Mr. Reese, or their firm was directing the client to hide or destroy evidence. While the abuses
22 amount to the kind of misconduct that warrants some sort of sanction, they do not warrant penalizing
23 the Defendants themselves with the extreme sanction of concluding the case.

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1 The Nevada Supreme Court offered guidance as to sanctions that may be imposed in lieu of
2 case-concluding sanctions. "Fundamental notions of fairness and due process require that discovery
3 sanctions be just and . . . relate to the specific conduct at issue." GNLV Corp., 111 Nev. at 870, 900
4 P.2d at 325 (citing Young, 106 Nev. at 92, 787 P.2d at 779-80). Under those fundamental notions
5 and upon balance of the Young factors, the Court found the following sanctions to be appropriate:

- 6 1. All of the Defendants' counterclaims were stricken.²
- 7 2. The Defendants would bear the reasonable cost associated with the three-day hearing,
8 including attorney's fees, expert witness fees and all other reasonable expenses.³

9 IT IS SO ORDERED.

10 DATED this 18 day of December, 2013.

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12 ELLIOTT A. SATTLER
13 District Judge
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26 ² See, NRCP 37(b)(2)(when a party fails to comply with a court order, the court may strike pleadings or parts thereof).
27 See also GNLV Corp., 111 Nev. at 871, 900 P.2d at 326 (suggesting that a Court can strike a party's cross-claim as an
appropriate sanction).


28 ³ See NRCP 37(b)(2)("[T]he Court shall require the party failing to obey the order or the attorney advising that party or
both to pay the reasonable expenses, including attorney's fees, caused by the failure" to comply).

CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq. for Cayenne Trust, et al
Jarrad Miller, Esq. for Cayenne Trust, et al
G. Robertson, Esq. for Cayenne Trust, et al
Sean Brohawn, Esq. for Grand Sierra Resort Unit-Owners Association, et al

DATED this 18th day of December, 2013.



SHEILA MANSFIELD
Judicial Assistant

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al,

Defendants.

ORDER GRANTING PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS

ALBERT THOMAS et al. ("the Plaintiffs") filed the PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS ("the Motion") on January 27, 2014. MEI-GSR Holdings, LLC ("the Defendants") filed the DEFENDANTS' OPPOSITION TO THE PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS ("the Opposition") on February 25, 2014.¹ The Plaintiffs filed the REPLY IN SUPPORT OF MOTION FOR CASE- TERMINATING SANCTIONS ("the Reply") on March 10, 2014. The Plaintiffs submitted the matter for decision on

¹ Pursuant to a stipulation of the parties, the Court entered the ORDER EXTENDING BRIEFING SCHEDULE on February 13, 2014. That order required the Defendants to file their opposition by the close of business February 24, 2014. This is yet one more example of the Defendants flaunting or disregarding rules of practice in this case. The Court has also had to hold counsel in contempt on two occasions: (1) continuous untimely filing on May 14, 2014; and (2) being one-half hour late to the hearing on August 1, 2014.

1 March 11, 2014. The Court held hearings on the Motion on August 1, 2014, and August 11, 2014.

2 The Plaintiffs previously filed a Motion for Case Concluding Sanctions on September 24,
3 2013. The Court held a three-day hearing October 21, 2013 to October 23, 2013 (“October 2013
4 hearing”). The Court struck the Defendants’ counterclaims and ordered that the Defendants pay all
5 attorney fees and costs associated with the three-day hearing. The Motion renews the Plaintiffs’
6 request for case terminating sanctions and asks the Court to strike the Defendants’ Answer. The
7 Motion asserts that the Defendants’ discovery conduct prior to October of 2013 was willful and did
8 severely prejudice the Plaintiffs. The Motion argues that during the October 2013 hearing neither
9 the Court nor the Plaintiffs had a complete understanding of the Defendants’ discovery misconduct.
10 The Motion argues that since October of 2013, the Defendants have continued to violate discovery
11 orders and delay discovery.
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14 The Opposition contends that the Defendants have engaged in no conduct warranting the
15 imposition of case concluding sanctions. The Opposition argues the allegations made by the
16 Plaintiffs pre-date the October 2013 hearing. The Opposition argues that no evidence has been lost
17 or fabricated, and that the Defendants have not willfully obstructed the discovery process. The
18 Defendants submit that they have cooperated with the Plaintiffs’ effort to locate 224,000 e-mails that
19 contain a word that might relate to the case even though the Defendants believe the vast majority of
20 those e-mails to be irrelevant. The Opposition further argues that the Defendants have cooperated
21 with the Plaintiffs’ desire to run a “VB Script” on the Defendants’ computer system that may have
22 violated third-party copyrights but which ultimately located no additional e-mails. The Opposition
23 argues that the e-mail production has been expedited but has taken time due to the volume of e-
24 mails. The Opposition contends that the e-mail privilege log that the Defendants submitted
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1 complied with case law of the Ninth Circuit and that they were not required to comply with the
2 Discovery Commissioner's recommendation until the Court adopted the order.²

3 The Nevada Rules of Civil Procedure provide that a party who fails to comply with an order
4 can be sanctioned for that failure. NRCP 37(b). Sanctions against a party are graduated in severity
5 and can include: designation of facts to be taken as established; refusal to allow the disobedient party
6 to support or oppose designated claims or defenses; prohibition of the offending party from
7 introducing designated matters in evidence; an order striking out pleadings or parts thereof or
8 dismissing the action; or rendering a judgment by default against the disobedient party. NRCP
9 37(b)(2). A disobedient party can also be required to pay the reasonable expenses, including
10 attorney fees caused by the failure. NRCP 37(b)(2)(E).
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13 Discovery sanctions are properly analyzed under Young v Johnny Ribeiro Bldg., Inc., 106
14 Nev. 88, 787 P.2d 777 (1990). Young requires "every order of dismissal with prejudice as a
15 discovery sanction be supported by an express, careful and preferably written explanation of the
16 court's analysis of the pertinent factors." Young, 106 Nev. at 93, 787 P.2d at 780. The Young
17 factors are as follows: (1) the degree of willfulness of the offending party; (2) the extent to which the
18 non-offending party would be prejudiced by a lesser sanction; (3) the severity of the sanction of
19 dismissal relative to the severity of the discovery abuse; (4) whether any evidence has been
20 irreparably lost; (5) the feasibility and fairness of less severe sanctions; (6) the policy favoring
21 adjudication on the merits; (7) whether sanctions unfairly operate to penalize a party for the
22 misconduct of his or her attorney; and (8) the need to deter parties and future litigants from similar
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27 ² The Court adopted the Discovery Commissioner's recommendation regarding the privilege log on
28 March 13, 2014. The Court noted that the current discovery situation is a product of the Defendants'
discovery failures. The Court further stated that any lack of time to prepare an adequate privilege
log was a result of the Defendants' inaction and lack of participation in the discovery process.

1 abuses. Id. In discovery abuse situations where possible case-concluding sanctions are warranted,
2 the trial judge has discretion in deciding which factors are to be considered. Bahena v. Goodyear
3 Tire & Rubber Co., 126 Nev. Adv. Op. 57, 245 P.3d 1182 (2010). The Young factor list is not
4 exhaustive and the Court is not required to find that all factors are present prior to making a finding.
5 “Fundamental notions of fairness and due process require that discovery sanctions be just and . . .
6 relate to the specific conduct at issue.” GNLV Corp v. Service Control Corp, 111 Nev. 866, 870,
7 900 P.2d 323, 325 (1995).

9 The Court analyzed the Young factors at the October 2013 hearing and found: (1) the
10 Defendants failed to comply with discovery orders and failed to meet the extended production
11 deadlines; (2) the discovery failures were not willful; (3) lesser sanctions could be imposed, and such
12 sanctions would not unduly cause the Plaintiffs prejudice; (4) the severity of the discovery failures
13 did not warrant ending the case in favor of the Plaintiffs; (5) no evidence was presented that
14 evidence had been irreparably lost; (6) any misconduct of the attorneys did not unfairly operate to
15 penalize the Defendants; (7) there were alternatives to the requested case-concluding sanctions that
16 could serve to deter a party from engaging in abusive discovery practices in the future; and (8) non-
17 case concluding sanctions could be used to accomplish both the policy of adjudicating cases on the
18 merits and the policy of deterring discovery abuses.

21 The Defendants have, to date, violated NRCP 33 and NRCP 34 (twice). The Defendants
22 have violated three rulings of the Discovery Commissioner and three confirming orders. The Court
23 is aware of four violations of its own orders. The information that has been provided to the Plaintiffs
24 during discovery has been incomplete, disclosed only with a Court order, and often turned over very
25 late with no legitimate explanation for the delays. The Plaintiffs have written dozens of letters and
26 e-mails to the Defendants’ counsel in an effort to facilitate discovery. The Plaintiffs have filed five
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1 motions to compel and five motions for sanctions. The Court held multiple hearings on discovery
2 matters including two extensive, multi-day hearings on case concluding sanctions. The Court is
3 highly concerned about the Defendants' conduct during discovery and the resulting prejudice to the
4 Plaintiffs. Based on the progress of discovery, the Defendants' ongoing discovery conduct, and the
5 Plaintiffs' Motion the Court has chosen to revisit the Young factors and reassess the decision made
6 at the October 2013 hearing.
7

8 The first factor of the Young analysis is willfulness. The Plaintiffs allege that the discovery
9 failures in this case were deliberate and willful. Repeated discovery abuses and failure to comply
10 with district court orders evidences willfulness. Foster v. Dingwall, 126 Nev. Op. 6, 227 P.3d 1042
11 (2010)(citing, Young, 106 Nev. at 93, 787 P.2d at 780). Willfulness may be found when a party fails
12 to provide discovery and such failure is not due to an inability on the offending party's part. Havas v
13 Bank of Nevada, 96 Nev. 567, 570, 613 P.2d 706, 708 (1980). The Nevada Supreme Court has not
14 opined that it is necessary to establish wrongful intent to establish willfulness.
15

16 At the October 2013 hearing, the Defendants argued that they were substantially in
17 compliance with the June 17, 2013, discovery request. The Defendants initially disclosed between
18 200-300 e-mails. The Defendants argued that the discovery dispute was only over a few irrelevant
19 documents. Since the October 2013 hearing, additional e-mail searches have uncovered 224,226 e-
20 mails not previously disclosed to the Plaintiffs. The Court now has serious doubt that the
21 representations made by the Defendants at the October 2013 hearing were accurate and genuine.
22

23 The Defendants designated Caroline Rich, the Defendants' previous Controller, to gather the
24 discovery information with assistance from their internet technology department ("IT"). The Court
25 initially believed that Ms. Rich did her best to produce the discovery information (including e-mails)
26 she felt was relevant. Ms. Rich did not have direct access to the IT system of the Defendants. Nor
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1 did she have access to the e-mails of all staff members. For instance, she did not have access to the
2 e-mails of those employees who outranked her. The Plaintiffs have subsequently discovered e-mails
3 where Ms. Rich is a participant in e-mail correspondence that was directly relevant to the search. It
4 would be excusable if Ms. Rich overlooked e-mail sent by other employees or did not have access to
5 her superiors' e-mail accounts. However, it now appears that she did not disclose e-mails in which
6 she was a participant in the correspondence. This calls into question her credibility.
7

8 The Court is further troubled by the representations of the Defendants' counsel, Sean
9 Brohawn, that the volume of subsequent e-mails was going to be inconsequential and it would take
10 minimal time for the Defendants to produce. The Court would have found the information that there
11 were potentially hundreds of thousands of additional e-mails to be critical in reaching its October
12 2013, decision. The discrepancy between the 200-300 e-mails produced in the original discovery
13 and the 224,226 subsequently identified is enormous. The Court cannot attribute this discrepancy to
14 a good faith error. The discrepancy appears at best to be a failure of the Defendants to adequately
15 search their e-mail system in response to the initial discovery requests. At worst, it is a deliberate
16 failure to comply with the discovery rules.
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18 The Defendants had an obligation to engage in an adequate search of the information
19 requested in discovery, and to designate the appropriate party to testify regarding the discovery
20 production. *See generally*, NRCP 16.1(b); NRCP 26(b); NRCP 26 (e). Defendants' counsel had the
21 responsibility to oversee and supervise the collection of the discovery. *See*, NRCP 16.1(e)(3). Both
22 the Defendants and the Defendants' counsel failed to meet their discovery obligations. That failure
23 led to the Court being provided seriously inaccurate information at the October 2013 hearing.
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1 The Defendants have consistently violated Nevada Rules of Civil Procedure, orders
2 compelling discovery, and the Court's directives. The Defendants have not proffered any legitimate
3 or lawful explanation for their conduct. The Defendants have not objected to or requested
4 clarification of discovery requests. Many times they have simply not responded. Other responses
5 have been incomplete. Often, information was only produced after the Plaintiffs filed motions to
6 compel. At various hearings and conferences the Defendants produced previously undisclosed
7 discovery information that suddenly appeared. The Court reverses its earlier decision and finds that
8 the Defendants discovery failures are in fact willful.
9

10 The Court next considered the second Young factor possible prejudice to the Plaintiffs if a
11 lesser sanction were imposed. The Nevada Supreme Court has upheld entries of default where
12 litigants engage in abusive litigation practices that cause interminable delays. Foster, 126 Nev. Op.
13 6, 227 P.3d at 1048 (*citing Young*, 106 Nev. at 93, 787 P.2d at 780). Willful and recalcitrant
14 disregard of the judicial process presumably prejudices the non-offending party. Id. The discovery
15 received by the Plaintiffs had to be forced from the Defendants, with multiple motions to compel,
16 which has greatly increased the Plaintiffs' costs. The Plaintiffs have been hindered in developing
17 their causes of action and preparing for trial. In reviewing the possible prejudice to the Plaintiffs, the
18 Court finds that the Plaintiffs have been more prejudiced than was apparent at the time of the
19 October 2013 hearing.
20

21 The Plaintiffs were not provided with 200,000 e-mails at the outset of discovery in
22 accordance with their June 17, 2013, Request for Production. The Plaintiffs conducted their
23 depositions prior to receiving the additional e-mail and financial information. The value of a
24 deposition is significantly diminished if the deposing party does not have all the relevant information
25 they need prior to the deposition. Given the new information, the Plaintiffs may need to re-depose
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1 those individuals. The Plaintiffs discovered additional employees of the Defendants who would
2 potentially have information and require deposition. The Plaintiffs estimated that after review of the
3 e-mails, which was still ongoing at the time of the August hearings, that they would need another six
4 to nine months to prepare the case for trial. That would result in trial almost a year and a half after
5 the original trial date. As additional information has to come light, it has become apparent that the
6 Defendants' discovery conduct has severely prejudiced the Plaintiffs' case.
7

8 Thirdly, the Court compared the severity of dismissal to the severity of the discovery abuse.
9 "The dismissal of a case, based upon a discovery abuse . . . should be used only in extreme
10 situations; if less drastic sanctions are available, they should be utilized." GNLV Corp., 111 Nev. at
11 870, 900 P.2d at 325 (*citing Young*, 106 Nev. at 92, 787 P.2d at 779-80). The Court is no longer
12 persuaded that the effort of Ms. Rich was in good faith or that the Defendants designated the
13 appropriate party to undertake the production of discovery. Ms. Rich was a relatively new
14 employee, she did not have access to her superiors' e-mail and records, and she did not know the
15 names and positions of other Defendants' employees. The Court is not convinced that the
16 Defendants have properly made discovery disclosures such that the Plaintiffs have had a fair
17 opportunity to develop their litigation plan. The Court is keenly aware that granting the Plaintiffs'
18 motion would effectively end the case, leaving only the issue of damages to be decided. The
19 Defendants have abused and manipulated the discovery rules and case-terminating sanctions is the
20 option available to properly punish the Defendants' conduct.
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23 In looking at the fourth factor in October 2013, the Court noted that there was no evidence
24 presented at the hearing or raised by the moving papers that evidence had been irreparably lost. The
25 Plaintiffs argue that information has been lost or destroyed. The fact that evidence had not been
26 produced is not the same as the destruction or loss of evidence. There remains no evidence to
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1 indicate that evidence has been lost or destroyed by the Defendants. This factor remains consistent
2 in the reevaluation of the October 2013, decision.

3 Fifth, in October 2013, the Court found that there were many alternatives to the requested
4 case-concluding sanctions that could serve to deter a party from engaging in abusive discovery
5 practices in the future. The Defendants have received four sanctions for their discovery failures.
6 The Defendants' conduct since the October 2013 hearing indicates that the previously imposed
7 sanctions have not been sufficient to modify the Defendants' behavior. Time has shown that there
8 are no effective alternatives to case concluding sanctions.
9

10 The Court considered two major policy factors together. Nevada has a strong policy, and the
11 Court firmly believes, that cases should be adjudicated on their merits. *See, Scrimmer v. Dist. Court*,
12 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also, Kahn v. Orme*, 108 Nev. 510, 516,
13 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery
14 process established by Nevada law. When a party repeatedly and continuously engaged in discovery
15 misconduct the policy of adjudicating cases on the merits is not furthered by a lesser sanction.
16 *Foster*, 126 Nev. Op. 6, 227 P.3d at 1048. In reevaluating the matter, the Court again considered the
17 major policy that cases be adjudicated on their merits. The Court must balance that policy with the
18 need to deter litigants from abusing the discovery process. The information provided at the October
19 2013 hearing was disingenuous. The Defendants' discovery abuse persisted after the October 2013
20 hearing despite the severity of the sanctions imposed. The Court is now convinced that the
21 Defendants' actions warrant the imposition of case concluding sanctions. In light of Defendants'
22 repeated and continued abuses, the policy of adjudicating cases on the merits is not furthered in this
23 case. The ultimate sanctions are necessary to demonstrate to future litigants that they are not free to
24 disregard and disrespect the Court's orders.
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1 Lastly, the Court considered whether striking the Answer would unfairly operate to penalize
2 the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were
3 failures to produce and abuses of discovery on behalf of the Defendants. The Court remains
4 concerned that the attorneys for the Defendants did not adequately supervise discovery and
5 misrepresented the number of e-mails at issue for disclosure. There remains no evidence to show
6 that Defendants' counsel directed their client to hide or destroy evidence. Any misconduct on the
7 part of the attorney does not unfairly operate to punish the Defendants.
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9 The Nevada Supreme Court offered guidance as to how sanctions are to be imposed.
10 "Fundamental notions of fairness and due process require that discovery sanctions be just and . . .
11 relate to the specific conduct at issue." GNLV Corp., 111 Nev. at 870, 900 P.2d at 325 (*citing*
12 Young, 106 Nev. at 92, 787 P.2d at 779-80). The Court recognizes that discovery sanctions should
13 be related to the specific conduct at issue. The discovery abuse in this case is pervasive and colors
14 the entirety of the case. The previous discovery sanctions have been unsuccessful in deterring the
15 Defendants' behavior. Due to the severity and pattern of the Defendants' conduct there are no lesser
16 sanctions that are suitable.
17

18 Despite the October 2013 hearing sanctions, the Defendants have continued their
19 noncompliant discovery conduct. The stern sanctions which the Court imposed on the Defendants in
20 October 2013, did not have the desired effect of bringing the Defendants' conduct in line with the
21 discovery rules. After the October 2013 hearing, the Court identified that the major outstanding
22 discovery issue between the parties was the Plaintiffs' access to Defendants' e-mail system. The
23 parties were ordered to work together to develop terms to be used in the e-mail search. The
24 Defendants were ordered to review the 224, 226 e-mails identified by November 25, 2013. The
25 Defendants were ordered to deliver a privilege log for those e-mails the Defendants believed should
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1 not be provided to the Plaintiffs. Further, the Defendants were ordered to provide a copy of withheld
2 e-mails to the court with the privilege log for an in-camera review, and e-mail a copy of the privilege
3 log to the Plaintiffs. The Plaintiffs were to be provided access to all the e-mails not designated in the
4 privilege log beginning November 26, 2013. The Defendants failed to produce those e-mails by the
5 Courts' deadline and the Plaintiffs moved for sanctions. The parties were ordered to submit the
6 Defendants' November 25, 2013, privilege log to Discovery Commissioner, Wesley Ayres, with
7 corresponding briefing. Commissioner Ayres determined that the privilege log was legally
8 insufficient. The result was the Defendants waived any right to withhold e-mails identified in their
9 privilege log and the Plaintiffs were entitled to all 78,473 e-mails containing the search term "condo"
10 or "condominium". The Court adopted the recommendation of the Discovery Commissioner finding
11 that the Defendants' objection to the recommendation based on shortage of time to review the
12 privilege log was a result of the Defendants' inaction and lack of participation in the discovery
13 process. The Defendants still did not release the e-mails and the Plaintiffs filed a motion to compel.
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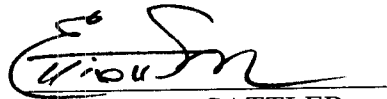
16 Nevada Rule of Civil Procedure 1 indicates that the rules of civil procedure are to be
17 administered to secure the "just, speedy, and inexpensive determination of every action." It appears
18 to the Court that the Defendants' focus in this case has been not to comply with NRCP 1. The
19 Defendants' failures to comply with discovery rules have been numerous and pervasive throughout
20 the case. The trial has been rescheduled multiple times resulting in a delay of over a year. The
21 Defendants' failures have led to additional costs to the Plaintiffs and required the Plaintiffs to seek
22 relief from the Court on multiple occasions. This has placed an undue burden on both the Plaintiffs
23 and the Court. The Court has employed progressive sanctions to address discovery abuses. Those
24 sanctions have not been adequate to curtail the Defendants' improper conduct. The Court has
25 repeatedly warned the Defendants that if it found the information provided at the October 2013
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1 hearing to be disingenuous, or if discovery abuses continued it would grant case terminating
2 sanctions.

3 NOW, THEREFORE IT IS HEREBY ORDERED that the Motion is GRANTED.

4 IT IS FURTHER ORDERED, that the Defendants' Answer is stricken. The Parties are
5 ORDERED to contact the Judicial Assistant for Department 10 within ten days from the date of this
6 order to set a hearing to prove up damages.
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8 DATED this 3 day of October, 2014.

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11 ELLIOTT A. SATTLER
12 District Judge
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CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq. for Cayenne Trust, et al
Jarrad Miller, Esq. for Cayenne Trust, et al
G. Robertson, Esq. for Cayenne Trust, et al
Sean Brohawn, Esq. for Grand Sierra Resort Unit-Owners Association, et al
Stan H. Johnson, Esq. for Grand Sierra Resort Unit-Owners Association, et al.

DATED this 3 day of October, 2014.


SHEILA MANSFIELD
Judicial Assistant

CODE: 2540
Jarrad C. Miller, Esq. (NV Bar No. 7093)
Jonathan J. Tew, Esq. (NV Bar No. 11874)
Robertson, Johnson, Miller & Williamson
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Reno, Nevada 89501
(775) 329-5600
Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, GRAND SIERRA
RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada Limited
Liability Company and DOE DEFENDANTS
1 THROUGH 10, inclusive,

Defendants.

AND ALL RELATED MATTERS

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on October 3, 2014, the Court issued an Order Granting Plaintiffs' Motion for Case-Terminating Sanctions. A copy of the Order is attached hereto as Exhibit "1" and made a part hereof by reference.

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AFFIRMATION

Pursuant to N.R.S. § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 6th day of October, 2014.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON

By: /s/ Jarrad C. Miller
Jarrad C. Miller, Esq.
Jonathan J. Tew, Esq.
Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of
4 18, and not a party within this action. I further certify that on the 6th day of October, 2014, I
5 electronically filed the foregoing **NOTICE OF ENTRY OF ORDER** with the Clerk of the
6 Court by using the ECF system which served the following parties electronically:

7 Sean L. Brohawn, Esq.
8 Reese Kintz & Brohawn, LLC
9 936 Southwood Boulevard, Suite 301
10 Incline Village, NV 86451
11 *Attorneys for Defendants / Counterclaimants*

12 I further certify that on the 6th day of October, 2014, I caused to be deposited in the U.S.
13 Mail, first-class postage fully prepaid, a true and correct copy of the foregoing **NOTICE OF**
14 **ENTRY OF ORDER**, addressed to the following:

15 H. Stan Johnson, Esq.
16 Steven B. Cohen, Esq.
17 Cohen-Johnson, LLC
18 255 E. Warm Springs Road, Suite 100
19 Las Vegas, NV 89119
20 Facsimile: (702) 823-3400
21 Email: sjohnson@cohenjohnson.com
22 *Attorneys for Defendants*

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/s/ Teresa W. Stovak
An Employee of Robertson, Johnson, Miller & Williamson

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INDEX OF EXHIBITS

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EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al,

Defendants.

ORDER GRANTING PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS

ALBERT THOMAS et al. ("the Plaintiffs") filed the PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS ("the Motion") on January 27, 2014. MEI-GSR Holdings, LLC ("the Defendants") filed the DEFENDANTS' OPPOSITION TO THE PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS ("the Opposition") on February 25, 2014.¹ The Plaintiffs filed the REPLY IN SUPPORT OF MOTION FOR CASE-TERMINATING SANCTIONS ("the Reply") on March 10, 2014. The Plaintiffs submitted the matter for decision on

¹ Pursuant to a stipulation of the parties, the Court entered the ORDER EXTENDING BRIEFING SCHEDULE on February 13, 2014. That order required the Defendants to file their opposition by the close of business February 24, 2014. This is yet one more example of the Defendants flaunting or disregarding rules of practice in this case. The Court has also had to hold counsel in contempt on two occasions: (1) continuous untimely filing on May 14, 2014; and (2) being one-half hour late to the hearing on August 1, 2014.

1 March 11, 2014. The Court held hearings on the Motion on August 1, 2014, and August 11, 2014.

2 The Plaintiffs previously filed a Motion for Case Concluding Sanctions on September 24,
3 2013. The Court held a three-day hearing October 21, 2013 to October 23, 2013 (“October 2013
4 hearing”). The Court struck the Defendants’ counterclaims and ordered that the Defendants pay all
5 attorney fees and costs associated with the three-day hearing. The Motion renews the Plaintiffs’
6 request for case terminating sanctions and asks the Court to strike the Defendants’ Answer. The
7 Motion asserts that the Defendants’ discovery conduct prior to October of 2013 was willful and did
8 severely prejudice the Plaintiffs. The Motion argues that during the October 2013 hearing neither
9 the Court nor the Plaintiffs had a complete understanding of the Defendants’ discovery misconduct.
10 The Motion argues that since October of 2013, the Defendants have continued to violate discovery
11 orders and delay discovery.
12

13
14 The Opposition contends that the Defendants have engaged in no conduct warranting the
15 imposition of case concluding sanctions. The Opposition argues the allegations made by the
16 Plaintiffs pre-date the October 2013 hearing. The Opposition argues that no evidence has been lost
17 or fabricated, and that the Defendants have not willfully obstructed the discovery process. The
18 Defendants submit that they have cooperated with the Plaintiffs’ effort to locate 224,000 e-mails that
19 contain a word that might relate to the case even though the Defendants believe the vast majority of
20 those e-mails to be irrelevant. The Opposition further argues that the Defendants have cooperated
21 with the Plaintiffs’ desire to run a “VB Script” on the Defendants’ computer system that may have
22 violated third-party copyrights but which ultimately located no additional e-mails. The Opposition
23 argues that the e-mail production has been expedited but has taken time due to the volume of e-
24 mails. The Opposition contends that the e-mail privilege log that the Defendants submitted
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1 complied with case law of the Ninth Circuit and that they were not required to comply with the
2 Discovery Commissioner's recommendation until the Court adopted the order.²

3 The Nevada Rules of Civil Procedure provide that a party who fails to comply with an order
4 can be sanctioned for that failure. NRCP 37(b). Sanctions against a party are graduated in severity
5 and can include: designation of facts to be taken as established; refusal to allow the disobedient party
6 to support or oppose designated claims or defenses; prohibition of the offending party from
7 introducing designated matters in evidence; an order striking out pleadings or parts thereof or
8 dismissing the action; or rendering a judgment by default against the disobedient party. NRCP
9 37(b)(2). A disobedient party can also be required to pay the reasonable expenses, including
10 attorney fees caused by the failure. NRCP 37(b)(2)(E).
11

12
13 Discovery sanctions are properly analyzed under Young v Johnny Ribeiro Bldg., Inc., 106
14 Nev. 88, 787 P.2d 777 (1990). Young requires "every order of dismissal with prejudice as a
15 discovery sanction be supported by an express, careful and preferably written explanation of the
16 court's analysis of the pertinent factors." Young, 106 Nev. at 93, 787 P.2d at 780. The Young
17 factors are as follows: (1) the degree of willfulness of the offending party; (2) the extent to which the
18 non-offending party would be prejudiced by a lesser sanction; (3) the severity of the sanction of
19 dismissal relative to the severity of the discovery abuse; (4) whether any evidence has been
20 irreparably lost; (5) the feasibility and fairness of less severe sanctions; (6) the policy favoring
21 adjudication on the merits; (7) whether sanctions unfairly operate to penalize a party for the
22 misconduct of his or her attorney; and (8) the need to deter parties and future litigants from similar
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27 ² The Court adopted the Discovery Commissioner's recommendation regarding the privilege log on
28 March 13, 2014. The Court noted that the current discovery situation is a product of the Defendants'
discovery failures. The Court further stated that any lack of time to prepare an adequate privilege
log was a result of the Defendants' inaction and lack of participation in the discovery process.

1 abuses. Id. In discovery abuse situations where possible case-concluding sanctions are warranted,
2 the trial judge has discretion in deciding which factors are to be considered. Bahena v. Goodyear
3 Tire & Rubber Co., 126 Nev. Adv. Op. 57, 245 P.3d 1182 (2010). The Young factor list is not
4 exhaustive and the Court is not required to find that all factors are present prior to making a finding.
5 “Fundamental notions of fairness and due process require that discovery sanctions be just and . . .
6 relate to the specific conduct at issue.” GNLV Corp v. Service Control Corp, 111 Nev. 866, 870,
7 900 P.2d 323, 325 (1995).

9 The Court analyzed the Young factors at the October 2013 hearing and found: (1) the
10 Defendants failed to comply with discovery orders and failed to meet the extended production
11 deadlines; (2) the discovery failures were not willful; (3) lesser sanctions could be imposed, and such
12 sanctions would not unduly cause the Plaintiffs prejudice; (4) the severity of the discovery failures
13 did not warrant ending the case in favor of the Plaintiffs; (5) no evidence was presented that
14 evidence had been irreparably lost; (6) any misconduct of the attorneys did not unfairly operate to
15 penalize the Defendants; (7) there were alternatives to the requested case-concluding sanctions that
16 could serve to deter a party from engaging in abusive discovery practices in the future; and (8) non-
17 case concluding sanctions could be used to accomplish both the policy of adjudicating cases on the
18 merits and the policy of deterring discovery abuses.

21 The Defendants have, to date, violated NRCP 33 and NRCP 34 (twice). The Defendants
22 have violated three rulings of the Discovery Commissioner and three confirming orders. The Court
23 is aware of four violations of its own orders. The information that has been provided to the Plaintiffs
24 during discovery has been incomplete, disclosed only with a Court order, and often turned over very
25 late with no legitimate explanation for the delays. The Plaintiffs have written dozens of letters and
26 e-mails to the Defendants’ counsel in an effort to facilitate discovery. The Plaintiffs have filed five
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1 motions to compel and five motions for sanctions. The Court held multiple hearings on discovery
2 matters including two extensive, multi-day hearings on case concluding sanctions. The Court is
3 highly concerned about the Defendants' conduct during discovery and the resulting prejudice to the
4 Plaintiffs. Based on the progress of discovery, the Defendants' ongoing discovery conduct, and the
5 Plaintiffs' Motion the Court has chosen to revisit the Young factors and reassess the decision made
6 at the October 2013 hearing.
7

8 The first factor of the Young analysis is willfulness. The Plaintiffs allege that the discovery
9 failures in this case were deliberate and willful. Repeated discovery abuses and failure to comply
10 with district court orders evidences willfulness. Foster v. Dingwall, 126 Nev. Op. 6, 227 P.3d 1042
11 (2010)(citing, Young, 106 Nev. at 93, 787 P.2d at 780). Willfulness may be found when a party fails
12 to provide discovery and such failure is not due to an inability on the offending party's part. Havas v
13 Bank of Nevada, 96 Nev. 567, 570, 613 P.2d 706, 708 (1980). The Nevada Supreme Court has not
14 opined that it is necessary to establish wrongful intent to establish willfulness.
15

16 At the October 2013 hearing, the Defendants argued that they were substantially in
17 compliance with the June 17, 2013, discovery request. The Defendants initially disclosed between
18 200-300 e-mails. The Defendants argued that the discovery dispute was only over a few irrelevant
19 documents. Since the October 2013 hearing, additional e-mail searches have uncovered 224,226 e-
20 mails not previously disclosed to the Plaintiffs. The Court now has serious doubt that the
21 representations made by the Defendants at the October 2013 hearing were accurate and genuine.
22

23 The Defendants designated Caroline Rich, the Defendants' previous Controller, to gather the
24 discovery information with assistance from their internet technology department ("IT"). The Court
25 initially believed that Ms. Rich did her best to produce the discovery information (including e-mails)
26 she felt was relevant. Ms. Rich did not have direct access to the IT system of the Defendants. Nor
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1 did she have access to the e-mails of all staff members. For instance, she did not have access to the
2 e-mails of those employees who outranked her. The Plaintiffs have subsequently discovered e-mails
3 where Ms. Rich is a participant in e-mail correspondence that was directly relevant to the search. It
4 would be excusable if Ms. Rich overlooked e-mail sent by other employees or did not have access to
5 her superiors' e-mail accounts. However, it now appears that she did not disclose e-mails in which
6 she was a participant in the correspondence. This calls into question her credibility.
7

8 The Court is further troubled by the representations of the Defendants' counsel, Sean
9 Brohawn, that the volume of subsequent e-mails was going to be inconsequential and it would take
10 minimal time for the Defendants to produce. The Court would have found the information that there
11 were potentially hundreds of thousands of additional e-mails to be critical in reaching its October
12 2013, decision. The discrepancy between the 200-300 e-mails produced in the original discovery
13 and the 224,226 subsequently identified is enormous. The Court cannot attribute this discrepancy to
14 a good faith error. The discrepancy appears at best to be a failure of the Defendants to adequately
15 search their e-mail system in response to the initial discovery requests. At worst, it is a deliberate
16 failure to comply with the discovery rules.
17

18 The Defendants had an obligation to engage in an adequate search of the information
19 requested in discovery, and to designate the appropriate party to testify regarding the discovery
20 production. *See generally*, NRCP 16.1(b); NRCP 26(b); NRCP 26 (e). Defendants' counsel had the
21 responsibility to oversee and supervise the collection of the discovery. *See*, NRCP 16.1(e)(3). Both
22 the Defendants and the Defendants' counsel failed to meet their discovery obligations. That failure
23 led to the Court being provided seriously inaccurate information at the October 2013 hearing.
24

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1 The Defendants have consistently violated Nevada Rules of Civil Procedure, orders
2 compelling discovery, and the Court's directives. The Defendants have not proffered any legitimate
3 or lawful explanation for their conduct. The Defendants have not objected to or requested
4 clarification of discovery requests. Many times they have simply not responded. Other responses
5 have been incomplete. Often, information was only produced after the Plaintiffs filed motions to
6 compel. At various hearings and conferences the Defendants produced previously undisclosed
7 discovery information that suddenly appeared. The Court reverses its earlier decision and finds that
8 the Defendants discovery failures are in fact willful.
9

10 The Court next considered the second Young factor possible prejudice to the Plaintiffs if a
11 lesser sanction were imposed. The Nevada Supreme Court has upheld entries of default where
12 litigants engage in abusive litigation practices that cause interminable delays. Foster, 126 Nev. Op.
13 6, 227 P.3d at 1048 (*citing Young*, 106 Nev. at 93, 787 P.2d at 780). Willful and recalcitrant
14 disregard of the judicial process presumably prejudices the non-offending party. Id. The discovery
15 received by the Plaintiffs had to be forced from the Defendants, with multiple motions to compel,
16 which has greatly increased the Plaintiffs' costs. The Plaintiffs have been hindered in developing
17 their causes of action and preparing for trial. In reviewing the possible prejudice to the Plaintiffs, the
18 Court finds that the Plaintiffs have been more prejudiced than was apparent at the time of the
19 October 2013 hearing.
20

21 The Plaintiffs were not provided with 200,000 e-mails at the outset of discovery in
22 accordance with their June 17, 2013, Request for Production. The Plaintiffs conducted their
23 depositions prior to receiving the additional e-mail and financial information. The value of a
24 deposition is significantly diminished if the deposing party does not have all the relevant information
25 they need prior to the deposition. Given the new information, the Plaintiffs may need to re-depose
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1 those individuals. The Plaintiffs discovered additional employees of the Defendants who would
2 potentially have information and require deposition. The Plaintiffs estimated that after review of the
3 e-mails, which was still ongoing at the time of the August hearings, that they would need another six
4 to nine months to prepare the case for trial. That would result in trial almost a year and a half after
5 the original trial date. As additional information has to come light, it has become apparent that the
6 Defendants' discovery conduct has severely prejudiced the Plaintiffs' case.
7

8 Thirdly, the Court compared the severity of dismissal to the severity of the discovery abuse.
9 "The dismissal of a case, based upon a discovery abuse . . . should be used only in extreme
10 situations; if less drastic sanctions are available, they should be utilized." GNLV Corp., 111 Nev. at
11 870, 900 P.2d at 325 (*citing Young*, 106 Nev. at 92, 787 P.2d at 779-80). The Court is no longer
12 persuaded that the effort of Ms. Rich was in good faith or that the Defendants designated the
13 appropriate party to undertake the production of discovery. Ms. Rich was a relatively new
14 employee, she did not have access to her superiors' e-mail and records, and she did not know the
15 names and positions of other Defendants' employees. The Court is not convinced that the
16 Defendants have properly made discovery disclosures such that the Plaintiffs have had a fair
17 opportunity to develop their litigation plan. The Court is keenly aware that granting the Plaintiffs'
18 motion would effectively end the case, leaving only the issue of damages to be decided. The
19 Defendants have abused and manipulated the discovery rules and case-terminating sanctions is the
20 option available to properly punish the Defendants' conduct.
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23 In looking at the fourth factor in October 2013, the Court noted that there was no evidence
24 presented at the hearing or raised by the moving papers that evidence had been irreparably lost. The
25 Plaintiffs argue that information has been lost or destroyed. The fact that evidence had not been
26 produced is not the same as the destruction or loss of evidence. There remains no evidence to
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1 indicate that evidence has been lost or destroyed by the Defendants. This factor remains consistent
2 in the reevaluation of the October 2013, decision.

3 Fifth, in October 2013, the Court found that there were many alternatives to the requested
4 case-concluding sanctions that could serve to deter a party from engaging in abusive discovery
5 practices in the future. The Defendants have received four sanctions for their discovery failures.
6 The Defendants' conduct since the October 2013 hearing indicates that the previously imposed
7 sanctions have not been sufficient to modify the Defendants' behavior. Time has shown that there
8 are no effective alternatives to case concluding sanctions.
9

10 The Court considered two major policy factors together. Nevada has a strong policy, and the
11 Court firmly believes, that cases should be adjudicated on their merits. *See, Scrimmer v. Dist. Court*,
12 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also, Kahn v. Orme*, 108 Nev. 510, 516,
13 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery
14 process established by Nevada law. When a party repeatedly and continuously engaged in discovery
15 misconduct the policy of adjudicating cases on the merits is not furthered by a lesser sanction.
16 *Foster*, 126 Nev. Op. 6, 227 P.3d at 1048. In reevaluating the matter, the Court again considered the
17 major policy that cases be adjudicated on their merits. The Court must balance that policy with the
18 need to deter litigants from abusing the discovery process. The information provided at the October
19 2013 hearing was disingenuous. The Defendants' discovery abuse persisted after the October 2013
20 hearing despite the severity of the sanctions imposed. The Court is now convinced that the
21 Defendants' actions warrant the imposition of case concluding sanctions. In light of Defendants'
22 repeated and continued abuses, the policy of adjudicating cases on the merits is not furthered in this
23 case. The ultimate sanctions are necessary to demonstrate to future litigants that they are not free to
24 disregard and disrespect the Court's orders.
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1 Lastly, the Court considered whether striking the Answer would unfairly operate to penalize
2 the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were
3 failures to produce and abuses of discovery on behalf of the Defendants. The Court remains
4 concerned that the attorneys for the Defendants did not adequately supervise discovery and
5 misrepresented the number of e-mails at issue for disclosure. There remains no evidence to show
6 that Defendants' counsel directed their client to hide or destroy evidence. Any misconduct on the
7 part of the attorney does not unfairly operate to punish the Defendants.
8

9 The Nevada Supreme Court offered guidance as to how sanctions are to be imposed.
10 "Fundamental notions of fairness and due process require that discovery sanctions be just and . . .
11 relate to the specific conduct at issue." GNLV Corp., 111 Nev. at 870, 900 P.2d at 325 (*citing*
12 Young, 106 Nev. at 92, 787 P.2d at 779-80). The Court recognizes that discovery sanctions should
13 be related to the specific conduct at issue. The discovery abuse in this case is pervasive and colors
14 the entirety of the case. The previous discovery sanctions have been unsuccessful in deterring the
15 Defendants' behavior. Due to the severity and pattern of the Defendants' conduct there are no lesser
16 sanctions that are suitable.
17

18 Despite the October 2013 hearing sanctions, the Defendants have continued their
19 noncompliant discovery conduct. The stern sanctions which the Court imposed on the Defendants in
20 October 2013, did not have the desired effect of bringing the Defendants' conduct in line with the
21 discovery rules. After the October 2013 hearing, the Court identified that the major outstanding
22 discovery issue between the parties was the Plaintiffs' access to Defendants' e-mail system. The
23 parties were ordered to work together to develop terms to be used in the e-mail search. The
24 Defendants were ordered to review the 224, 226 e-mails identified by November 25, 2013. The
25 Defendants were ordered to deliver a privilege log for those e-mails the Defendants believed should
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1 not be provided to the Plaintiffs. Further, the Defendants were ordered to provide a copy of withheld
2 e-mails to the court with the privilege log for an in-camera review, and e-mail a copy of the privilege
3 log to the Plaintiffs. The Plaintiffs were to be provided access to all the e-mails not designated in the
4 privilege log beginning November 26, 2013. The Defendants failed to produce those e-mails by the
5 Courts' deadline and the Plaintiffs moved for sanctions. The parties were ordered to submit the
6 Defendants' November 25, 2013, privilege log to Discovery Commissioner, Wesley Ayres, with
7 corresponding briefing. Commissioner Ayres determined that the privilege log was legally
8 insufficient. The result was the Defendants waived any right to withhold e-mails identified in their
9 privilege log and the Plaintiffs were entitled to all 78,473 e-mails containing the search term "condo"
10 or "condominium". The Court adopted the recommendation of the Discovery Commissioner finding
11 that the Defendants' objection to the recommendation based on shortage of time to review the
12 privilege log was a result of the Defendants' inaction and lack of participation in the discovery
13 process. The Defendants still did not release the e-mails and the Plaintiffs filed a motion to compel.
14
15

16 Nevada Rule of Civil Procedure 1 indicates that the rules of civil procedure are to be
17 administered to secure the "just, speedy, and inexpensive determination of every action." It appears
18 to the Court that the Defendants' focus in this case has been not to comply with NRCP 1. The
19 Defendants' failures to comply with discovery rules have been numerous and pervasive throughout
20 the case. The trial has been rescheduled multiple times resulting in a delay of over a year. The
21 Defendants' failures have led to additional costs to the Plaintiffs and required the Plaintiffs to seek
22 relief from the Court on multiple occasions. This has placed an undue burden on both the Plaintiffs
23 and the Court. The Court has employed progressive sanctions to address discovery abuses. Those
24 sanctions have not been adequate to curtail the Defendants' improper conduct. The Court has
25 repeatedly warned the Defendants that if it found the information provided at the October 2013
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1 hearing to be disingenuous, or if discovery abuses continued it would grant case terminating
2 sanctions.

3 NOW, THEREFORE IT IS HEREBY ORDERED that the Motion is GRANTED.

4 IT IS FURTHER ORDERED, that the Defendants' Answer is stricken. The Parties are
5 ORDERED to contact the Judicial Assistant for Department 10 within ten days from the date of this
6 order to set a hearing to prove up damages.
7

8 DATED this 3 day of October, 2014.

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11 ELLIOTT A. SATTLER
12 District Judge
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CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq. for Cayenne Trust, et al
Jarrad Miller, Esq. for Cayenne Trust, et al
G. Robertson, Esq. for Cayenne Trust, et al
Sean Brohawn, Esq. for Grand Sierra Resort Unit-Owners Association, et al
Stan H. Johnson, Esq. for Grand Sierra Resort Unit-Owners Association, et al.

DATED this 3 day of October, 2014.


SHEILA MANSFIELD
Judicial Assistant

CV12-02222
DC-09900062812-001
ALBERT THOMAS ETAL VS MEI 10 Pages
District Court 01/07/2015 10:07 AM
Washoe County
2745
CWA01677E

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FILED

JAN - 7 2015

JACQUELINE BRYANT, CLERK

By: *S. Mansfield*
DEPUTY CLERK

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

8 ALBERT THOMAS, individually; *et al.*,

9 Plaintiffs,

10 vs.

Case No. CV12-02222

Dept. No. 10

11 MEI-GSR Holdings, LLC, a Nevada Limited
12 Liability Company, GRAND SIERRA
13 RESORT UNIT OWNERS' ASSOCIATION,
14 a Nevada nonprofit corporation, GAGE
15 VILLAGE COMMERCIAL
16 DEVELOPMENT, LLC, a Nevada Limited
17 Liability Company and DOE DEFENDANTS
18 1 THROUGH 10, inclusive,

Defendants.

ORDER APPOINTING RECEIVER AND DIRECTING DEFENDANTS' COMPLIANCE

18 This Court having examined Plaintiffs' Motion for Appointment of Receiver ("Motion"),
19 the related opposition and reply, and with *good* cause appearing finds that Plaintiffs have
20 submitted the credentials of a candidate to be appointed as Receiver of the assets, properties.
21 books and records, and other items of Defendants as defined herein below and have advised the
22 Court that this candidate is prepared to assume this responsibility if so ordered by the Court.

23 **IT IS HEREBY ORDERED** that, pursuant to this Court's October 3, 2014 Order, and
24 N.R.S. § 32.010(1), (3) and (6), effective as of the date of this Order, James S. Proctor, CPA,
25 CFE, CVA and CFF ("Receiver") shall be and is hereby appointed Receiver over Defendant
26 Grand Sierra Resort Unit Owners' Association, A Nevada Non-Profit Corporation ("GSRUOA").

27 The Receiver is appointed for the purpose of implementing compliance, among all
28 condominium units, including units owned by any Defendant in this action (collectively, "the

Property”), with the Covenants Codes and Restrictions recorded against the condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements (“Governing Documents”). (See, Exhibits 1, 2 and 3.)

The Receiver is charged with accounting for all income and expenses associated with the compliance with the Governing Documents from forty-five (45) days from the date of entry of this Order until discharged.

All funds collected and/or exchanged under the Governing Documents, including those collected from Defendants, shall be distributed, utilized, or, held as reserves in accordance with the Governing Documents.

IT IS FURTHER ORDERED that the Receiver shall conduct itself as a neutral agent, of this court and not as an agent of any party.

IT IS FURTHER ORDERED that the Receiver is appointed without the need of filing or posting of a bond.

IT IS FURTHER ORDERED that Defendants MEI-GSR Holdings, LLC and Gage Village Commercial shall cooperate with the Receiver in accomplishing the terms described in this Order.

IT IS FURTHER ORDERED that, to enforce compliance with the Governing Documents the Receiver shall have the following powers, and responsibilities, and shall be authorized and empowered to:

1. General

a. To review and/or take control of:

i. all the records, correspondence, insurance policies, books and accounts of or relating to the Property which refer to the Property, any ongoing construction and improvements on the Property, the rent or liabilities pertaining to the Property.

ii. all office equipment used by Defendants in connection with development; improvement, leasing, sales, marketing and/or conveyance of the Property and the buildings thereon; including all computer equipment, all software programs and

1 passwords, and any other information, data, equipment or items necessary for the
2 operations with respect to the Property, whether in the possession and control of
3 Defendants or its principals, agents, servants or employees; provided, however
4 that such books, records, and office equipment shall be made available for the use
5 of the agents, servants and employees of Defendants in the normal course of the
6 performance of their duties not involving the Property.

7 iii. all deposits relating to the Property, regardless of when received, together
8 with all books, records, deposit books, checks and checkbooks, together with
9 names, addresses, contact names, telephone and facsimile numbers where any and
10 all deposits are held, plus all account numbers.

11 iv. all accounting records, accounting software, computers, laptops,
12 passwords, books of account, general ledgers, accounts receivable records,
13 accounts payable records, cash receipts records, checkbooks, accounts, passbooks,
14 and all other accounting documents relating, to the Property.

15 v. all accounts receivable, payments, rents, including all statements and
16 records of deposits, advances, and prepaid contracts or rents, if applicable,
17 including, any deposits with utilities and/or government entities relating to the
18 Property.

19 vi. all insurance policies relating to the Property.

20 vii. all documents relating to repairs of the Property, including all estimated
21 costs or repair.

22 viii. documents reasonably requested by Receiver.

23 b. To use or collect:

24 i. The Receiver may use any federal taxpayer identification number relating
25 to the Property for any lawful purpose.

26 ii. The Receiver is authorized and directed to collect and; open all mail of
27 GSRUOA relating to the Property.
28

1 c. The Receiver shall not become personally liable for environmental contamination
2 or health and safety violations.

3 d. The Receiver is an officer and master of the Court and, is entitled to effectuate the
4 Receiver's duties conferred by this Order, including the authority to communicate *ex parte* on the
5 record with the Court when in the opinion of the Receiver, emergency judicial action is
6 necessary.

7 e. All persons and entities owing, any money to GSRUOA directly or indirectly
8 relating to the Property shall pay the same directly to the Receiver. Without limiting the
9 generality of the foregoing; upon presentation of a conformed copy of this order, any financial
10 institution holding deposit accounts, funds or property of GSRUOA turnover to the Receiver
11 such funds at the request of the Receiver.

12 2. *Employment*

13 To hire, employ, and retain attorneys, certified public accountants; investigators, security
14 guards, consultants, property management companies, brokers, appraisers, title companies,
15 licensed construction control companies, and any other personnel or employees which the
16 Receiver deems necessary to assist it in the discharge of his duties.

17 3. *Insurance*

18 a. To maintain adequate insurance for the Property to the same extent and, in the
19 same manner as, it has heretofore been insured, or as in the judgment of the Receiver may seem
20 fit and proper, and to request all presently existing policies to be amended by adding the
21 Receiver and the receivership estate as an additional insured within 10-days of the entry of the
22 order appointing the Receiver. If there is inadequate insurance or if there are insufficient funds in
23 the receivership estate to procure adequate insurance, the Receiver is directed to immediately
24 petition the court for instructions. The Receiver may, in his discretion, apply for any bond or
25 insurance providing coverage for the Receiver's conduct and operations of the property, which
26 shall be an expense of the Property, during the period in which the Property is uninsured or
27 underinsured. Receiver shall not be personally responsible for any claims arising therefore.

1 b. To pay all necessary insurance premiums for such insurance and all taxes and
2 assessments levied on the Property during the receivership.

3 4. ***Treatment of Contracts***

4 a. To continue in effect any contracts presently existing and not in default relating to
5 the Property.

6 b. To negotiate, enter into and modify contracts affecting any part or all of the
7 Property.

8 c. The Receiver shall not be bound by any contract between Defendants and any
9 third party that the Receiver does not expressly assume in writing, including any portion of any
10 lease that constitutes the personal obligation of Defendants, but which does not affect a tenant's
11 quiet enjoyment of its leasehold estate.

12 d. To notify all local, state and federal governmental agencies, all vendors and
13 suppliers, and any and all others who provide goods or services to the Property of his
14 appointment-as Receiver of GSRUOA.

15 e. No insurance company may cancel its existing current-paid policy as a result of
16 the appointment of the Receiver, without prior order of this Court.

17 5. ***Collection***

18 To demand, collect and receive all dues, fees, reserves, rents and revenues derived from
19 the Property.

20 6. ***Litigation***

21 a. To bring and prosecute all proper actions for (i) the collection of rents or any
22 other income derived from the Property, (ii) the removal from the Property of persons not
23 entitled to entry thereon, (iii) the protection of the Property, (iv) damage caused to the Property;
24 and (v) the recovery of possession of the Property.

25 b. To settle and resolve any actual or potential litigation, whether or not an action
26 has been commenced, in a manner which, in the exercise of the Receiver's judgment is most
27 beneficial to the receivership estate.
28

1 7. ***Reporting***

2 a. The Receiver shall prepare on a monthly basis, commencing the month ending 30
3 days after his appointment, and by the last day of each month thereafter, so long as the Property
4 shall remain in his possession or care, reports listing any Receiver fees (as described herein
5 below), receipts and disbursements, and any other significant operational issues that have
6 occurred during the preceding month. The Receiver is directed to file such reports with this
7 Court. The Receiver shall serve a copy of this report on the attorneys of record for the parties to
8 this action.

9 b. The Receiver shall not be responsible for the preparation and filing of tax returns
10 on behalf of the parties.

11 8. ***Receivership Funds /Payments/ Disbursements***

12 a. To pay and discharge out of the Property's rents and/or GSRUOA monthly dues
13 collections all the reasonable and necessary expenses of the receivership and the costs and
14 expenses of operation and maintenance of the Property, including all of the Receiver's and
15 related fees, taxes, governmental assessments and charges and the nature thereof lawfully
16 imposed upon the Property.

17 b. To expend funds to purchase merchandise, materials, supplies and services as the
18 Receiver deems necessary and advisable to assist him in performing his duties hereunder and to
19 pay therefore the ordinary and usual rates and prices out of the funds that may come into the
20 possession of the Receiver.

21 c. To apply, obtain and pay any reasonable fees for any lawful license permit or
22 other governmental approval relating to the Property or the operation thereof, confirm the
23 existence of and, to the extent, permitted by law, exercise the privilege of any existing license or
24 permit or the operation thereof, and do all things necessary to protect and maintain such licenses,
25 permits and approvals.

26 d. To open and utilize bank accounts for receivership funds.
27
28

1 e. To present for payment any checks, money orders or other forms of payment
2 which constitute the rents and revenues of the Property, endorse same and collect the proceeds
3 thereof.

4 9. *Administrative Fees and Costs*

5 a. The Receiver shall be compensated at a rate that is commensurate with industry
6 standards. As detailed below, a monthly report will be created by the Receiver describing the fee,
7 and work performed. In addition, the Receiver shall be reimbursed for all expenses incurred by
8 the Receiver on behalf of the Property.

9 b. The Receiver, his consultants, agents, employees, legal counsel, and professionals
10 shall be paid on an interim monthly basis. To be paid on a monthly basis, the Receiver must
11 serve, a statement of account on all parties each month for the time and expense incurred in the
12 preceding calendar month. If no objection thereto is filed with the Court and served on the
13 attorneys of record for the parties to this action on or within ten (10) days following service
14 thereof, such statement of account may be paid by the Receiver. If an objection is timely filed
15 and served, such statement of account shall not be paid absent further order of the Court. In the
16 event objections are timely made to fees and expenses, the portion of the fees and expenses as to
17 which no objection has been interposed may be paid immediately following the expiration of the
18 ten-day objection period: The portion of fees and expenses to which: an objection has been
19 timely interposed may be paid within ten (10) days of an agreement among the parties or entry of
20 a Court order adjudicating the matter.

21 c. Despite the periodic payment of Receiver's fees and administrative expenses, such
22 fees and expenses shall be submitted to the Court for final approval and confirmation in the form
23 of either, a stipulation among the parties or the, Receiver's final account and report.

24 d. To generally do such other things as may be necessary or incidental to the
25 foregoing specific powers directions and general authorities and take actions relating to
26 the Property beyond the scope contemplated by the provisions set forth above, provided the
27 Receiver obtains prior court approval for any actions beyond the scope contemplated herein.
28

1 10. ***Order in Aid of Receiver***

2 **IT IS FURTHER ORDERED** Defendants, and their agents, servants and employees,
3 and those acting in concert with them, and each of them, shall not engage in or perform directly
4 or indirectly, any or all of the following acts:

5 a. Interfering with the Receiver, directly or indirectly; in the management and
6 operation of the Property.

7 b. Transferring, concealing, destroying, defacing or altering any of the instruments,
8 documents, ledger cards, books, records, printouts or other writings relating to the Property, or
9 any portion thereof.

10 c. Doing any act which will, or which will tend to, impair, defeat, divert, prevent or
11 prejudice the preservation of the Property or the interest of Plaintiffs in the Property.

12 d. Filing suit against the Receiver or taking other action against the Receiver without
13 an order of this Court permitting the suit or action; provided, however, that no prior court order
14 is required to file a motion in this action to enforce the provisions of the Order or any other order
15 of this Court in this action.

16 **IT IS FURTHER ORDERED** that Defendants and any other person or entity who may
17 have possession, custody or control of any Property, including any of their agents,
18 representatives, assignees, and employees shall do the following:

19 a. Turn over to the Receiver all documents which constitute or pertain to all
20 licenses, permits or, governmental approvals relating to the Property.

21 b. Turn over to the Receiver all documents which constitute or pertain to insurance
22 policies, whether currently in effect or lapsed which relate to the Property.

23 c. Turn over to the Receiver all contracts, leases and subleases, royalty agreements,
24 licenses, assignments or other agreements of any kind whatsoever, whether currently in effect or
25 lapsed, which relate to any interest in the Property.

26 d. Turn over to the Receiver all documents pertaining to past, present or future
27 construction of any type with respect to all or any part of the Property.

1 e. Turn over to the Receiver all rents, dues, reserves and revenues derived from the
2 Property wherever and in whatsoever mode maintained.

3 f. Nothing in the Order shall be intended to, nor shall be construed to, require the
4 Defendants to turn over any documents protected from disclosure by either the attorney-client
5 privilege or the attorney work product privilege.

6 g. Immediately advise the Receiver about the nature and extent of insurance
7 coverage on the Property.

8 h. Immediately name the Receiver as an additional insured on each insurance policy
9 on the Property.

10 i. DO NOT cancel, reduce, or modify the insurance coverage.

11 **IT IS FURTHER ORDERED** that nothing contained herein, nor any powers conferred
12 on the Receiver pursuant to this Order, shall in any manner delegate, confer, empower or grant to
13 the Receiver any interest in the management of the gaming assets of the property, or confer any
14 rights to share in the management or the profit or loss of the casino operations, nor in any
15 manner manage any portion of the Property not specifically included in this order.

16 **IT IS FURTHER ORDERED** that the Receiver shall promptly, if requested to do so,
17 execute any further additional documents reasonably requested by Defendants' lenders or others
18 to confirm that other than as set forth herein, no transference, sale, hypothecation, or other
19 encumbrance has resulted which would create a change in ownership or management of MEI-
20 GSR.

21 DATED this 6 day of Jan, 2015.

22 
23 _____
24 DISTRICT COURT JUDGE

25 Submitted by:

26 /s/ Jarrad C. Miller

27 Jarrad C. Miller, Esq.
28 Attorney for Plaintiffs

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CV12-02222 DC-09900062812-002
ALBERT THOMAS ETAL VS ME 112 Pages
District Court 01/07/2015 10:07 AM
Washoe County 2745
EX1
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EXHIBIT “1”

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EXHIBIT “1”

505-536
DOC # 3548504

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Requested By
GRAND SIERRA RESORT
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$147.00 RPTT: \$0.00
Page 1 of 109

WHEN RECORDED RETURN TO:

R. Shawn Oliphant, Esq.
Fahrendorf, Vitoria, Oliphant & Oster, LLP
327 California Avenue
Reno, Nevada 89509
(775) 348-9999



(Space above line for Recorder's use only)

**SEVENTH AMENDMENT TO CONDOMINIUM
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS OF EASEMENTS
FOR**

**HOTEL-CONDOMINIUMS AT
GRAND SIERRA RESORT**
(A Nevada Common-Interest Community)

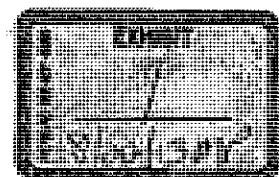


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THIS DECLARATION is made and entered into by Grand Sierra Operating Corp., a Nevada corporation (the "Declarant");

WITNESSETH:

WHEREAS, the Declarant holds legal title to the parcel of real estate situated in the City of Reno, County of Washoe, Nevada (hereinafter called the "Parcel") and legally described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, the Declarant desires and intends by this Declaration to submit the Property, as hereinafter defined, to the provisions of the Uniform Common-Interest Ownership Act of the State of Nevada, as amended from time to time (hereinafter called the "Act"), as a Condominium within the meaning of the Act, situated within the County of Washoe; and is further desirous of establishing, for its own benefit and that of all future owners or occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends for the Condominium to be owned and operated as a mixed use hotel condominium property; and

WHEREAS, the Declarant reserves various developmental rights and special Declarant's rights, as set forth below in detail, including the right to annex additional mixed use real estate into the Condominium, which may include additional buildings or portions thereof containing any combination of Unit types described herein, and if such additional mixed use elements are annexed, Declarant reserves the right to restrict voting rights appurtenant to the Units to matters involving the building or buildings containing said units and/or to issues of concern to particular Unit types.

WHEREAS, the Common Elements of the Condominium will not include exterior wall facades and finishes, the Building roof(s), lobby space, front desk areas, office space, housekeeping closets, elevators, stairways or corridors, or portions of certain mechanical and operating systems which serve the Condominium Property. Such facilities are located within the "Shared Facilities Unit" (defined below) or within the remainder portion of the Parcel (defined below), which Shared Facilities Unit and remainder parcel and the additions, alterations, betterments and improvements thereto initially shall be owned, operated, decorated, maintained, repaired and replaced by the Declarant, and each Unit Owner shall pay directly to the Declarant their respective pro-rata share of certain costs of such ownership, operation, decoration, maintenance, repair and replacement, as more fully provided herein. The Declarant also will make certain portions of the Shared Facilities Unit defined herein as the "Public Shared Facilities" available to the Unit Owners for use in day-to-day Hotel operations as more fully provided herein; and

WHEREAS, the name of the Condominium shall be the "Hotel-Condominiums at Grand Sierra Resort"; and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the

benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property. All of the limitations, restrictions, reservations, rights, easements, conditions and covenants contained in this Declaration shall run with and burden the Parcel and all Persons having or acquiring any right, title or interest in the Parcel, or any part thereof, and their successive owners, heirs, successors, and assigns, and shall be enforceable as covenants running with the land and/or equitable servitudes.

NOW, THEREFORE, the Declarant, as the legal title holder of the Parcel, and for the purposes above set forth; DECLARES AS FOLLOWS:

ARTICLE 1

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Association. Grand Sierra Resort Unit-Owners' Association, a Nevada nonprofit corporation.

Additional Parcel. All or any portion of the Future Expansion Parcel, as designated on the Plat, that hereafter may be submitted to the Act pursuant to the provisions of Article 11 of this Declaration, including the New Construction Units.

Allocated Interests. The undivided interests in the common elements, the liabilities for common expenses, and votes in the Association.

Board. The persons determined pursuant to the Bylaws and Article 5 hereof who are vested with the authority and responsibility of administering the Association.

Building. The existing building located on the Parcel that will contain certain Units, as shown by the survey depicting the respective floors of the Building.

Bylaws. The provisions for the administration of the Association, as the same may be from time to time duly amended.

Commercial Unit. The Units designated as Commercial Units on the Plat (or any amendment thereto), as a part of the Property, and any additional Commercial Units established pursuant to this Declaration, not to exceed 1,000 total Commercial Units. Subject to the conversion right set forth in Section 7.1(n) below, the term "Commercial Unit" shall specifically exclude the Hotel Units, Residential Units, and Shared Facilities Units.

Commercial Unit Owner. The Unit Owner or Owners, from time to time, of the Commercial Units.

Common Elements. All portions of the Condominium Property except the Units, more specifically described in Section 3.1 hereof. The Shared Facilities Unit is a Unit and shall not constitute a portion of the Common Elements. The Condominium has been established in such a manner as to minimize Common Elements. There are no limited common elements within the Property.

Common Expenses. Expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves. The Common Expenses are distinct from and are in addition to the Shared Facility Expenses and the Hotel Expenses.

Condominium Property. A portion of the real property and space within the Parcel, the improvements and structures erected, constructed or contained therein, thereon or thereunder, the easements, rights and appurtenances belonging thereto, and the fixtures, intended for the mutual use, benefit or enjoyment of the Owners, that is hereby or hereafter submitted and subjected to the provisions of this Declaration and to the Act from time to time.

Declarant. Grand Sierra Operating Corp., a Nevada corporation, and its successors and assigns.

Declaration. This instrument, by which the Property is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

FF&E. As defined in Section 4.5(b)(i) below, and in each Purchase and Sale Agreement.

Future Expansion Parcel. The parcel and tract of real estate legally described on Exhibit C attached hereto and made a part hereof.

Hotel. The existing hotel formerly known as the Reno Hilton®, consisting of approximately 1995 guest rooms, ten restaurants, a casino, spa, approximately 200,000 square feet of meeting and convention space, and related facilities and out parcels. Hilton® is a registered trademark of Hilton Hospitality, Inc., an affiliate of Hilton Hotels Corporation. The Declarant and Hilton have not, and do not intend to, negotiate a management agreement to manage the Hotel or the Property.

Hotel Expenses. As defined in Section 6.10 below. The Hotel Expenses include the Hotel Reserve, and are distinct from and in addition to the Shared Facilities Expenses and the Common Expenses.

Hotel Reserve. As defined in Section 6.10(b) below.

Hotel Guest. A transient guest of the Hotel, which may include Unit Owners of Hotel Units.

Hotel Management Company. The management company, its successors in interest or assigns, engaged by the Declarant in its sole and absolute discretion, to manage the day-to-day operations of the Hotel and perform such other functions as may be specified in the management agreement between the Declarant and such Hotel Management Company.

Hotel Unit. A part of the Property more specifically described in Article 2, designed and furnished for use as a full-service hotel room which may be occupied by the Unit Owner or, in the sole discretion of the Unit Owner, which may be used from time to time by the Unit Owner and other Occupants, as transient guests, as more fully described in Section 7.1(a), or such other uses permitted by this Declaration if the Unit is an Unsold Unit; but specifically excluding any Commercial Unit, Residential Unit, and Shared Facilities Unit. The Declarant reserves the right to create a maximum of 8,000 Hotel Units pursuant to the provisions of this Declaration.

Hotel Unit Maintenance Program. The mandatory program pursuant to which the Hotel Management Company provides certain services (including, without limitation, reception desk staffing, in-room services, guest processing services, housekeeping services, Hotel Unit inspection, repair and maintenance services, and other services), all as more particularly described in the Unit Maintenance Agreement between each Unit Owner of a Hotel Unit and the Hotel Management Company.

Majority of the Unit Owners. Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

New Construction Units. Those certain new mixed-use construction condominium units the Declarant may construct, as designated on the Plat, which may consist of additional Commercial Units, Hotel Units, Residential Units, Shared Facilities Units, or any combination thereof, and that, if constructed, the Declarant intends to restrict voting rights pertaining thereto as provided herein, and intends to submit such Units to the Act as a part of the Future Expansion Parcel upon completion of construction of such Units.

Occupant. Person or Persons, other than a Unit Owner, in possession of a Unit, including, without limitation, transient Hotel Guests.

Parcel. The entire tract of real estate described in the first Recital of this Declaration.

Parking Area. That part of the project consisting of parking spaces and elements appurtenant thereto provided for parking passenger vehicles, and not comprising any portion of the Property.

Person. A natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

Plat. The plats of survey of the Parcel, and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as Exhibit A and made a part hereof and recorded as part of this Declaration, and as amended from time to time in accordance with the provisions of Article 11 of this Declaration.

Private Shared Facilities. Those portions of the Shared Facilities Unit that are reserved for exclusive use and access by the Shared Facilities Unit Owner, the Hotel Management Company (to the extent authorized by the Shared Facilities Unit Owner) and their respective

permittees, and which are not subject to the Public Shared Facilities Easement. The Private Shared Facilities shall include, without limitation, any and all of the following components to the extent located within the Condominium Property: (i) structural components, including without limitation, any and all exterior walls and finishes, roof trusses, roof support elements, and insulation; (ii) utility, mechanical, electrical, telephonic, telecommunications, plumbing and other systems, including, without limitation, wires, conduits, pipes, ducts, panels, pumps, antennae, satellite dishes, transformers, computers, controls, control centers, cables, mechanical equipment areas, utility rooms, water heaters, and other apparatus used in the delivery of utility, mechanical, telephonic, telecommunications, television, internet, electrical, plumbing and/or other services; (iii) heating, ventilating and air conditioning systems, including, without limitation, air handlers, ducts, condensers, fans, water towers and other apparatus used in the delivery of HVAC services; (iv) passenger and freight elevator motors and cables, systems and/or equipment used in the operation of the passenger and freight elevators (but not including the space contained within the passenger elevator shafts and cars used solely for service to the Condominium Property, which shall be part of the Common Elements); (v) trash rooms, trash chutes and any and all trash collection and/or disposal systems; (vi) housekeeping closets and facilities; (vii) Building security and life safety systems and monitoring systems; and (xi) any other portion of the Shared Facilities Unit not expressly made a part of the Public Shared Facilities or not expressly made subject to the Public Shared Facilities Easement.

Project. The larger mixed-use, mixed-ownership complex of which the Property is a part, including the balance of the Hotel, the Retail Property, the Public Parking Property, the out parcels and all other property comprising a portion of the Building or the larger mixed-use Parcel of which the Property is a part.

Property. Those portions of the land, property and space contained within the Parcel, the improvements and structures erected, constructed or contained therein or thereon (including portions of the Building), and the easements, rights and appurtenances belonging thereto, and the fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined and as described on Exhibit A attached hereto, comprising the Condominium, and submitted to the provisions of the Act pursuant to this Declaration. The Property shall include such portions of the Future Expansion Parcel as may from time to time be included within the Condominium and submitted to the provisions of the Act in accordance with the provisions of this Declaration, but only upon such submission.

Public Parking Property. That portion of the above-ground parking facilities located adjacent to the Building that is open to the general public for the parking of passenger vehicles, together with certain entrance and exit ramps, gates, driveways, and other related facilities. The Public Parking Property is located within the Project but does not comprise any portion of the Property.

Public Shared Facilities. That portion of the Shared Facilities Unit, located within the Condominium Property, that is subject to the Public Shared Facilities Easement for access and use by the Hotel Management Company and the Unit Owners.

Public Shared Facilities Easement. The easement rights over the Public Shared Facilities and Future Expansion Parcel granted to the Declarant, the Association, the Hotel

Management Company, and the Unit Owners, as more fully described in Section 4.3(c) below. The Public Shared Facilities Easement shall include, without limitation, use of (i) certain stairways, corridors, hallways, entrances and exits; and (ii) all passenger elevator cabs servicing the Condominium Property.

Residential Unit. A part of the Property more specifically described in Article 2, designed, constructed and furnished for use as a residential condominium, and not necessarily available for use by transient guests or bearing the appearance of a hotel room; but specifically excluding any Commercial Unit, Hotel Unit, and Shared Facilities Unit. The Declarant reserves the right to create a maximum of 8,000 Residential Units pursuant to the provisions of this Declaration.

Retail Property. The existing retail concourse located within the Building, and certain ancillary facilities related thereto. The Retail Property is located within the Project, and in general is subject to developmental rights as more particularly described on the plan of development, but does not comprise any portion of the Property unless and until an amended declaration is recorded by the Declarant incorporating all or any portion of the Retail Property within the Condominium Property.

Shared Facilities Expenses. As defined in Section 6.9 below. The Shared Facilities Expenses include the Shared Facilities Reserve, and are distinct from and in addition to the Hotel Expenses and the Common Expenses.

Shared Facilities Reserve. As defined in Section 6.9(b) below.

Shared Facilities Unit. All portions of the Property identified on the Plat attached hereto as Exhibit A, labeled as a portion of a "Shared Facilities Unit," and all portions of the Property identified in Section 2.1(b) of this Declaration as being a part of a "Shared Facilities Unit," including all additions, alterations, betterments and improvements thereto, thereupon or thereunder, including, without limitation, the following components to the extent located within the Condominium Property: (i) exterior and interior wall finishes, the Building facade, roof trusses, roof support elements, and insulation; (ii) stairways, entrances and exits; (iii) utility, mechanical, electrical, telephonic, telecommunications, plumbing and other systems, including, without limitation, wires, conduits, pipes, ducts, panels, pumps, antennae, satellite dishes, transformers, computers, controls, control centers, cables, mechanical equipment areas, utility rooms, water heaters serving multiple units and other apparatus used in the delivery of the utility, mechanical, telephonic, telecommunications, television, Internet, electrical, plumbing and/or other services; (iv) heating, ventilating and air conditioning systems, including, without limitation, air handlers, flues, ducts, shafts, conduits, condensers, fans, generators, water towers and other apparatus used in the delivery of HVAC services; (v) all passenger and freight elevator shaft components, elevator cabs, elevator motors and cables, systems and/or equipment used in the operation of the passenger and freight elevators (but not including the space contained within the passenger elevator shafts and cars used solely for service to the Condominium Property, which shall be part of the Common Elements); (vi) trash rooms, trash chutes and any and all trash collection and/or disposal systems; (vii) any desk areas, office space, concierge areas, bell desks and other Hotel operations areas located within the Condominium Property; (viii) housekeeping closets and facilities; and (ix) Building security and life safety systems and

monitoring systems. The initial Shared Facilities Unit is comprised of both the Public Shared Facilities (which are shared and used by all Unit Owners and Hotel Guests, and subject to certain easement rights in the Declarant, the Association, the Hotel Management Company, and the Unit Owners) and the Private Shared Facilities, which are used exclusively by the Owner of the Shared Facilities Unit, the Hotel Management Company (to the extent authorized by the Owner of the Shared Facilities Unit) and their respective permittees. The existing Shared Facilities Unit will be owned initially by the Declarant, and may be transferred or conveyed by Declarant to any Person, including, without limitation, any affiliate, parent or subsidiary of Declarant. The Declarant reserves the right to create a maximum of 100 Shared Facilities Units pursuant to the provisions of this Declaration.

Unit. A part of the Property more specifically described in Article 2. Except as otherwise provided herein, the term "Unit" shall be deemed to include a Hotel Unit, a Residential Unit, a Shared Facilities Unit or a Commercial Unit, as the case may be, designated for use by the Unit Owner and Occupants of such Unit.

Unit Maintenance Agreement. The agreement that each Unit Owner of a Hotel Unit must enter into with the Hotel Management Company (and to which each Unit Owner of a Hotel Unit must remain a party) for so long as such Unit Owner owns a Hotel Unit in the Condominium, in the then-current form promulgated from time to time by the Hotel Management Company. By entering into the Unit Maintenance Agreement, the Unit Owner enrolls such Unit Owner's Hotel Unit in the Hotel Unit Maintenance Program, establishing the terms and conditions for the participation of a Unit Owner and Hotel Unit in the Hotel Unit Maintenance Program, and the services which will be provided to the Unit Owner by the Hotel Management Company.

Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

Unit Ownership. A part of the Property consisting of one Unit and its undivided interest in the Common Elements and other allocated interests appurtenant thereto.

Unsold Unit. Those Units initially offered for sale by Declarant which are owned by Declarant and have not yet been sold, and legal title has not yet been conveyed, to an unrelated Person.

Voting Member. One person with respect to each Unit Ownership, designated pursuant to Section 5.3, who shall be entitled to vote at any meeting or in any election.

ARTICLE 2

UNITS

2.1 Description and Ownership.

- (a) All Units are delineated on the Plat and listed on Exhibit B.

(b) The Hotel Units consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A, and exclude the following: all physical real property, including fixtures, located within such horizontal and vertical planes, including but not limited to walls, floors, ceilings, and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof, all interior partitions, bearing walls, bearing columns, and doors, all shutters, awnings, window boxes, doorsteps, stoops, pads and mounts for heating and air conditioning systems, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment located within such Unit (anything herein to the contrary notwithstanding). The Hotel Units also do not include structural components of the Building, the term "structural components" including structural columns or pipes, wires, conduits, ducts, flues, shafts, and private or public utility lines running through the Unit and forming a part of any system serving the Unit or more than the Unit, or any components of communication or cable television systems, if any, located in the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit, or within the horizontal and vertical planes set forth in the description of any Unit on Exhibit A. The description of each Unit within this Declaration shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit by the name of the common-interest community, the file number and book or other information to show where the Declaration is recorded, the county in which the common-interest community is located, and the identifying number or symbol of the Unit as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes. All tangible real property excluded from the Hotel Units under this subsection, and contained within the Property, shall be included within the Shared Facilities Unit.

(c) Except as provided by the Act or as provided elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Unit Owner's Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A. Notwithstanding the foregoing, and notwithstanding anything else to the contrary contained in this Declaration, in accordance with and pursuant to Nevada Revised Statutes "NRS" 116.211(1)(c), 116.2112 and 116.2113, Residential Unit Owners may, at their own expense, subdivide or combine Units owned by such Residential Unit Owners and locate or relocate Common Elements affected or required thereby, subject to approval by the Board (which approval shall not be unreasonably withheld, conditioned or delayed) all as more fully described below. In accordance with the Act, in connection with such subdivision or combination of such Unit(s), the Allocated Interests allocated to such Unit(s) may be re-allocated or adjusted by amendment to this Declaration in the manner specified in the Act. Any Residential Unit Owner desiring to combine or subdivide Unit(s) in accordance herewith shall make written application to the Board with accompanying drawings identifying the proposed subdivision or combination of Units. Such drawings shall be prepared by an architectural or surveying firm selected by or reasonably acceptable to the Board. The Board shall have a period of thirty (30) days from the date of such submission to consider the proposed subdivision or combination of Unit(s), at which time the Board shall render its approval or disapproval of such proposal. If the Board approves such proposal, upon the Board rendering such approval either the Unit Owner or the Board (at the Board's sole discretion, and in either case at the Residential Unit Owner's sole cost and expense) shall cause to be prepared a proposed form of amendment to this Declaration with a proposed amendment to the Plat attached hereto (amending those Plat

sheets identifying the Units and Common Elements affected by such proposed subdivision or combination of Units) prepared by a licensed Nevada land surveyor in accordance with the Plat requirements set forth in the Act and consistent with the Plat appended to the recorded Declaration. Within thirty (30) days after the Board's receipt of such proposed form of amendment to this Declaration and proposed amendment to the Plat, the Board shall deliver to such Unit Owner its proposed revisions to the proposed amendment to this Declaration and the Plat, if any. Upon the Board's review and approval of a satisfactory amendment to this Declaration and the Plat pursuant to this subsection, the Board shall execute and deliver for recordation (at such Unit Owner's sole cost and expense) such amendment and amended Plat sheets, and such documents shall be executed and recorded in accordance with NRS 116.2112 or 116.2113.

(d) Reserved.

(e) Reserved.

2.2 Certain Structures Not Constituting Part of a Unit. Except as a tenant in common with all other Unit Owners, and except for the Unit Owner of the Shared Facilities Unit, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through that Unit Owner's Unit and forming a part of any system serving that Unit or any other Unit Owner's Unit, or any components of communication systems or cable television systems, if any, located in that Unit Owner's Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit, or within the horizontal and vertical planes set forth in the description of such Unit on Exhibit A.

2.3 Shared Facilities Unit. The Shared Facilities Unit includes both the Public Shared Facilities (to which the Unit Owners of the Hotel Units and the Commercial Units, the Association and the Hotel Guests have certain ingress, egress, access and other easement rights as more particularly described in Section 4.3(e) below) and the Private Shared Facilities, which are reserved for the exclusive use and access by the Owner of the Shared Facilities Unit, the Hotel Management Company (to the extent authorized by the Owner of the Shared Facilities Unit) and their respective permittees. In consideration of the various easement and other rights being granted to the Unit Owners of the Hotel Units, the Unit Owners of the Residential Units, the Unit Owners of the Commercial Units, the Association, and the Hotel Guests, and in consideration of the functional importance of the Shared Facilities Unit in connection with the operation of the Hotel, all Unit Owners other than the Unit Owner of the Shared Facilities Unit shall be obligated to pay to the Unit Owner of the Shared Facilities Unit each Unit Owner's proportionate share of the Shared Facilities Expenses as and when described in Section 6.9 below. The Declarant, as Owner of the Shared facilities Unit, or the successor Unit Owner of the Shared Facilities Unit, shall have the right, from time to time, to expand, alter, relocate, withdraw and/or eliminate portions of the Shared Facilities Unit, create additional Shared Facilities Units, subdivide any Shared Facilities Unit, and reallocate the Allocated Interests to conform to any such changes, without obtaining the consent or approval of the Association, the Board, any Unit Owner or the Hotel Management Company, and to record any and all amendments to this Declaration to effectuate such expansion, alteration, relocation, withdrawal and/or elimination; provided, however, that in the reasonable opinion of the Declarant or any

successor Unit Owner of the Shared Facilities Unit any portions of the Shared Facilities Unit withdrawn shall not materially adversely affect the Unit Owners or Hotel Guests with respect to pedestrian ingress, egress and access to and from the Condominium Property, the adjoining public street, the Hotel Units, the Residential Units, and the Commercial Units, or otherwise materially adversely affect business operations in the Hotel. In furtherance of the foregoing, the Declarant, as the initial Unit Owner of the Shared Facilities Unit, also reserves the absolute right at any time, and from time to time, for itself and any successor Unit Owner of the Shared Facilities Unit, to construct additional facilities upon the Property and to determine whether same shall be deemed a portion of the Shared Facilities Unit. In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, and its respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit Ownership shall be deemed a grant of such power to each of said attorneys-in-fact, an acknowledgment of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements. This power granted to said attorneys-in-fact shall run with and burden the Parcel and all Persons having or acquiring any right, title or interest in the Parcel, or any part thereof, and their successive owners and assigns, and shall be enforceable as a covenant running with the land and/or equitable servitude.

2.4 Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for that Unit Owner's Unit and its corresponding percentage of ownership in the Common Elements as provided in the Act.

ARTICLE 3

COMMON ELEMENTS

3.1 Description. The Condominium has been established in such a manner as to minimize Common Elements. There are no limited common elements within the Property. The Common Elements shall consist of the space contained within the passenger elevator shafts and cars exclusively servicing the Condominium Property, and a portion of the space contained within the hallways of the Condominium Property, as described on Exhibit A.

3.2 Ownership of Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements and Common Expenses allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act and this Declaration, without unanimous written consent of all Unit Owners and all First Mortgagees (as hereinafter defined in Section 10.1 hereto). Said ownership interest in the Common Elements and other Allocated Interests shall be an undivided interest, and the Common Elements and other Allocated Interests shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separately from the percentage of ownership in the Common Elements and other Allocated Interests corresponding to said Unit. The undivided percentage of ownership in the Common Elements and other Allocated Interests

corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to that Unit.

ARTICLE 4

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.1 Submission of Property to the Act. The Property is hereby submitted to the provisions of the Uniform Common-Interest Ownership Act of the State of Nevada.

4.2 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit Owner's Unit Ownership without including therein both such Unit Owner's interest in the Unit and such Unit Owner's corresponding percentage of ownership in the Common Elements and other Allocated Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to convey a Unit Owner's interest in the Unit without conveying the Unit Owner's percentage of ownership in the Common Elements and other Allocated Interests shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. Any such deed, mortgage, lease or other instrument purporting to convey a Unit Owner's percentage of ownership in any Allocated Interest without conveying the Unit Owner's interest in the Unit is void.

4.3 Easements.

(a) **Encroachments.** In the event that (i) by reason of the construction, repair, settlement or shifting of the Building or any other improvements, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or (iii) by reason of the design or construction of utility and ventilation systems, any mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance of such encroachment and for such use of the Common Elements hereby are established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as such reason for use exists and as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or such Unit Owner's agent through intentional or willful conduct.

(b) **Easements for Utilities and Commercial Entertainment.** SBC, AT&T, Sierra Pacific Power Company, the City of Reno, Truckee Meadows Water Authority, and all other existing and future suppliers of utilities serving the Property and any person providing cable

television or other similar entertainment services to any Unit Owners or to the Property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements and any Unit for the purpose of providing the Property, any Additional Parcel or the Future Expansion Parcel with utility, cable television and entertainment services, together with the reasonable right of ingress to and egress from the Property for said purpose; and the Declarant, Board or Association may hereafter grant other or additional easements for utility, cable television or entertainment purposes (which may include premium movie channels and pay-per-view service) and for other purposes including such easements as the Declarant or Owner of the Shared Facilities Unit may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements and the Public Shared Facilities, for the benefit of the Property, over, under, along and on any portion of said Common Elements and the Public Shared Facilities; and each Unit Owner hereby grants the Board, Shared Facilities Unit Owner, or Declarant, as appropriate, an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of such Unit Owner's Unit, other than reasonably and temporarily). Each mortgagee of a Unit shall be deemed to consent to and be subordinate to any easement granted herein and also grants such power of attorney to the Board, Shared Facilities Unit Owner, or Declarant, as appropriate, to effectuate the foregoing. Easements are also hereby declared and granted to the Declarant, Board and Association and to the suppliers of utilities or cable television or entertainment lines described above in this paragraph to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, cables, public utility lines, entertainment lines, components of the communications systems, if any, or structural components, which may run through the walls forming the outer boarder of a Unit and which constitute portions of the Shared Facilities Unit.

The Declarant hereby reserves to itself and the Association, and their respective successors and assigns, the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit Ownership: (i) to record a supplement to the Plat showing the location of any or all of such utility or commercial entertainment conduits, pipes, electrical wiring, transformers and switching apparatus and other equipment (or such other equipment and facilities described in subparagraphs (iv) and (v) of Section 4.3(c) below) "as built," and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, pipes, electrical wiring, transformers and switching apparatus and other equipment. When the location of the easement to any such utility or other entity is shown by any supplement or additional supplement to the Plat as aforesaid, the easement granted by this Section 4.3(b) to such utility or other entity shall be limited to the area or areas located within ten (10) feet on either side of the equipment of such utility or other entity shown on such supplement or additional supplement or such other area designated in the supplement by the Declarant or Association. A power coupled with an interest is hereby granted to the Declarant and the Association, acting by and through their respective duly authorized officers, their respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit Ownership shall be deemed a grant of such power to each of said attorneys-in-fact, an

acknowledgment of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements.

(c) **Blanket Easement in Favor of Declarant and Other Parties.** The right of the Unit Owners to use and possess the Common Elements as set forth in Section 4.4(a) hereof shall be subject to a blanket easement over the Common Elements (including those now or hereafter located on any Additional Parcel) in favor of the Declarant, the Shared Facilities Unit Owner, and their respective representatives (including the Hotel Management Company), agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purpose of (i) access and ingress to and egress from the Property, the Shared Facilities Unit, the New Construction Units and the Future Expansion Parcel, or any part thereof, (ii) construction, installation, repair, replacement and restoration of utilities, buildings, landscaping and any other improvements on the Parcel, the Shared Facilities Unit, the New Construction Units and the Future Expansion Parcel, or any part thereof, including the right to restrict and regulate access to the Common Elements and the Shared Facilities Unit for the purposes of completing construction of the Building, Common Elements or Units in the Building, and performing any and all construction activities in combining, subdividing, altering and/or modifying any Unsold Unit, (iii) the installation and maintenance of signs advertising the Units on the Parcel and the Future Expansion Parcel or any part thereof, as well as signs advertising and/or providing directions to the Spa, the Retail Property, meeting facilities, the casino, the restaurants and any other portion of the Building having the right to place signage on the Property pursuant to and in accordance with this Declaration and signs directing potential purchasers to the sales office and models erected in connection with such Units and other components of the Project and for such purposes as described in Section 7.1(k) hereof, (iv) the construction, installation, maintenance, repair, replacement, refurbishment and restoration of the Shared Facilities Unit (or any portion thereof) and the Units; (v) the construction, installation, maintenance, repair, replacement and restoration of internet, fiber optic, high speed data transmission and other telecommunication facilities, and all such power supplies and equipment related thereto, and the installation, maintenance, repair, replacement and restoration of all necessary wires, cables, ducts and other ancillary facilities related thereto; and (vi) any other construction, installation, maintenance, repair, replacement, refurbishment, restoration or other activities related to the development of the Future Expansion Parcel or any part thereof. The foregoing easements in favor of the Declarant and the Shared Facilities Unit Owner shall continue until such time as the rights of Declarant to submit Additional Parcels to the Act have expired and the Declarant no longer holds legal title to, or the beneficial interest in any trust holding legal title to, any Unit Ownerships, at which time such easements shall cease and be of no further force and effect without the necessity of any further action. With respect to the easement rights reserved in subparagraphs (iv), (v) and (vi) above, all as more particularly described in this Declaration, Declarant reserves such perpetual easement rights for itself, the Shared Facilities Unit Owner, and their respective successors and assigns, and such easements shall remain in full force and effect at all times during which this Declaration is in force and effect.

(d) **Easement in Favor of Association and Hotel Management Company.** A blanket easement over the Property, and for maintenance of the FF&E installed in any Unit, is hereby granted in favor of the Association, the Hotel Management Company and the manager or managing agent for the Property and the Project for the purpose of exercising its rights and performing its duties under this Declaration. This easement is also intended to benefit the

employees of the Hotel Management Company and of the service companies engaged by the Hotel Management Company to perform services necessary or desirable in connection with the Unit Maintenance Agreement or any of the services described in this Declaration required for the use, occupancy and maintenance of a Unit or the Common Elements. The authorized representatives of the Declarant, Association, or Board, or of the Hotel Management Company or the manager or managing agent for the Property and the Project, and any suppliers of services or utilities or water to the Property, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements, the Shared Facilities Unit or any FF&E, appliances, equipment, facilities or fixtures affecting or serving any Unit or the Common Elements, or to service and take readings of any utility meters located within or serving a Unit.

(e) **Public Shared Facilities Easement.** Subject to the restrictions and conditions contained in this Declaration, the Hotel Management Company, the Association, the Unit Owners of the Hotel Units, Residential Units, and the Commercial Units, shall have the following perpetual easements over, across, upon and through the Shared Facilities Unit, the Common Elements, and the Future Expansion Parcel (and Occupants and Hotel Guests shall have a corresponding revocable license to use the Public Shared Facilities to the extent of the following easements), subject to the right reserved by the Declarant for the benefit of itself, the Owner of the Shared Facilities Unit, the Hotel Management Company and their successors and assigns to modify the following components, and designate and modify from time to time the locations in ways that do not permanently adversely affect the easement rights granted in this subsection:

- (i) A non-exclusive easement for reasonable ingress, egress and access over and across, without limitation, walkways, hallways, corridors, the Hotel lobby, elevators and stairways which provide access to and from the Hotel Units, the Residential Units, and the Commercial Units, including an easement for reasonable pedestrian access on, over, upon, and across those pedestrian accessways located outside the Hotel Building that Declarant designates from time to time as being for the use of the Condominium Property. Declarant reserves the right to designate and relocate such pedestrian accessways, so long as any designation or relocation provides the Condominium Property with reasonable access to and from one or more of the public roads and/or sidewalks adjacent to the Parcel. Declarant also reserves the right to grant easements to others to use the same pedestrian accessways for the benefit of other portions of the Parcel.
- (ii) A non-exclusive easement for the continued existence of and service from any of the following components or facilities which are located within the Shared Facilities Unit and/or Parcel, and which serve the Common Elements, the Hotel Units, the Residential Units, or the Commercial Units, or existence of and service from reasonably equivalent components or facilities:

- (A) utility, mechanical, electrical, telephonic, telecommunications, plumbing and other systems, including, without limitation, all wires, conduits, pipes, ducts, panels, pumps, antennae, satellite dishes, transformers, computers, controls, control centers, cables, mechanical equipment areas, utility rooms, water heaters serving multiple units and other apparatus used in the delivery of the utility, mechanical, telephonic, telecommunications, television, internet, electrical, plumbing and/or other services to the Condominium Property;
 - (B) any and all structural components of the improvements, including without limitation, all footings, foundations, exterior walls and finishes, roof, roof trusses, roof support elements, and insulation; and
 - (C) all heating, ventilating, and air conditioning systems, including, without limitation, risers, compressors, air handlers, ducts, condensers, fans, generators, chillers, water towers and other apparatus used in the delivery of HVAC services to the Condominium Property.
- (iii) A non-exclusive easement to use the loading area and to have access between the loading area and the Hotel Units, Residential Units, and Commercial Units; subject at all times to such rules and regulations, restrictions, scheduling requirements, fees, costs and use charges as may be adopted or imposed from time to time by the Declarant, or by the Shared Facilities Unit Owner if such areas hereafter are made part of the Shared Facilities Unit.
 - (iv) A non-exclusive easement to use and enjoy portions of the Shared Facilities Unit which from time to time are made available by the Owner of the Shared Facilities Unit for use by the Unit Owners of the Hotel Units, Residential Units and Commercial Units and the Hotel Guests, subject to such rules and regulations, restrictions, scheduling requirements, fees, costs and use charges as may be adopted or imposed from time to time by the Shared Facilities Unit Owner, including, without limitation, each Unit Owner's proportionate share of the Shared Facilities Expenses as more particularly described in Section 6.9 below.

(f) **Declarant's Right to Enter.** The Declarant hereby reserves to itself, the Owner of the Shared Facilities Unit, the Hotel Management Company, their respective successors and assigns, and any of their agents or permittees, the right to enter upon any portion of the Property for purposes of: (i) abating any nuisance; (ii) carrying out the rights of the Declarant, the Owner of the Shared Facilities Unit, or the Hotel Management Company to perform maintenance, repairs or other acts; and (iii) exercising any of the rights reserved to or

conferred upon the Declarant, the Owner of the Shared Facilities Unit, or the Hotel Management Company, hereunder, or under applicable laws.

(g) Easements to Run with Land. All easements and rights described in this Declaration are easements running with the land and, so long as the Property is subject to the provisions of this Declaration, such easements shall be perpetual in nature, shall remain in full force and effect (except where early termination is otherwise provided in this Declaration) and shall inure to the benefit of and be binding on Declarant and its respective successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof, and their respective successors and assigns. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.4 Use of the Common Elements and Public Shared Facilities.

(a) General. Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements and the Public Shared Facilities in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit Ownership owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Such rights to use the Common Elements, and the Public Shared Facilities, shall be subject to and be governed by the provisions of the Act, this Declaration, and any rules and regulations adopted by the Association, the Shared Facilities Unit Owner, or the Declarant. In addition, the Association shall have the authority to lease, grant licenses or concessions, or grant easements with respect to parts of the Common Elements, subject to the provisions of this Declaration and the Bylaws and any rights reserved to Declarant hereunder. All income derived by the Association from leases, licenses, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

(b) Disclaimer of Bailee Liability. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, the Declarant, the Hotel Management Company nor their respective members, managers, officers, directors, agents, employees or representatives shall be considered a bailee of any personal property stored in the Common Elements or Shared Facilities Unit, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

4.5 Maintenance, Repairs and Replacements.

(a) By the Association. The cost of maintenance, repairs, and replacements of the Common Elements, shall be provided by the Association acting by and through the Board as part of the Common Expenses, subject to the Bylaws or rules and regulations of the Association.

(b) By the Unit Owner. Except as otherwise provided in paragraph (a) above or paragraph (c) below, each Unit Owner (except for the Unit Owner of the Shared Facilities Unit) shall be responsible for, at his or her own expense, all costs and expenses associated with all of the following items, to be installed and maintained as provided in this Declaration or the Unit Maintenance Agreement:

- (i) To the extent not provided as part of the services pursuant to the Unit Maintenance Agreement described in Section 7.1(a) below, all of the furnishing, decorating and equipping of such Unit Owner's Unit in a manner suitable to meet the standard established by the Hotel Management Company for Hotel accommodations, including furniture, decor items, towels, linens, color televisions, clocks, radio, drapes, other entertainment or electrical equipment, and other window treatments and decorative accessories (collectively, the "FF&E"). In order to maintain the standards of the Property, the quality of the decor, furniture, furnishings and maintenance of Hotel Units are subject to ongoing review by the Declarant and the Hotel Management Company. Unit Owners will not be permitted to vary, add to, remove or change the FF&E in a Hotel Unit. All FF&E installed in a Unit, subject to replacement of such FF&E as otherwise expressly provided, shall be conveyed along with the Unit upon any subsequent sale or transfer of the Unit. The FF&E shall be installed initially in each Hotel Unit by the Declarant in accordance with each Unit Owner's Purchase Agreement with the Declarant and any existing or new FF&E must be replaced, repaired or refurbished as deemed necessary by the Declarant or the Hotel Management Company, as the case may be, from time to time, at the expense of such Unit Owner. In each instance that the Declarant or the Hotel Management Company, as the case may be, makes a determination that the FF&E is in need of replacement (for purposes of replacing FF&E due to wear and tear, age or to perform general refurbishment or renovation of the Units), each Unit Owner of a Hotel Unit will be required to participate in each such FF&E replacement program and to pay for such Unit Owner's share of the costs of such FF&E replacement program, the costs for which will be assessed against each Hotel Unit based on either a unit-by-unit actual cost basis, a percentage interest basis, a square footage basis or such other reasonable cost allocation as the Declarant or the Hotel Management Company, as the case may be, shall determine. If a Hotel Unit does not comply with the Hotel Management Company's standards, and the Unit Owner does not perform the work or purchase the items recommended or required by the Hotel Management Company with reasonable promptness under the circumstances, the Declarant or the Hotel Management Company may perform such work or purchase such items at the expense of such Unit Owner. The Declarant or the Hotel Management Company may also perform

such work or purchase such items at the expense of the Unit Owner owning such Hotel Unit without any prior notice to the Unit Owner in the event of an emergency, or at any time if requested by any Unit Owner for such Unit Owner's Hotel Unit. The decision of the Declarant or the Hotel Management Company, as the case may be, as it relates to compliance or non-compliance with the above FF&E provisions, shall be conclusive and binding upon Unit Owners. In the event of a dispute concerning the compliance or non-compliance of a Hotel Unit or its decor, adornment, furnishings or FF&E with the standards of the Hotel or the need for repair or replacement, the decision of the Declarant shall be binding upon all parties to the dispute.

- (ii) Subject to compliance with the obligations set forth in Section 4.5(b)(i) above, and, to the extent not provided as part of the services pursuant to the Unit Maintenance Agreement described in Section 7.1(a) below, all of the maintenance, repairs and replacements within a Unit Owner's Unit, all interior and exterior doors appurtenant thereto (including, without limitation, hallway doors and locking mechanisms and components), all screens, if any, and all internal installations of such Unit such as lighting fixtures and other electrical fixtures and plumbing and any portion of any other utility service facilities located within the Unit.
- (iii) Subject to compliance with the obligations set forth in Section 4.5(b)(i) above, and, to the extent not provided as part of the services pursuant to the Unit Maintenance Agreement described in Section 7.1(a) below, all of the decorating associated with such Unit Owner's Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating (including the FF&E). Each Unit Owner shall maintain the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of such Unit Owner's Unit in good condition at his or her sole expense as may be required from time to time. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed by and at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the FF&E requirements of the Declarant and the Hotel Management Company as may be imposed or Amended from time to time.

(c) First-Class Hotel Condition. Each Unit and all portions of the Common Elements shall be maintained (a) at a level of service and quality generally considered to be first

class and equal to or better than the level of service and quality prevailing from time to time at other full-service hotels in Northern Nevada, taking into account the size, location and character of the Property, and (b) shall be managed in a prudent and efficient manner reasonably calculated to protect and preserve the assets that comprise the Hotel, within the discretion of Declarant. In addition, the public areas of the Project and those areas which are exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Project, by: (A) the Association, with respect to such parts of the Project required to be maintained by it; (B) the Hotel Management Company, on behalf of each Unit Owner, with respect to the windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit; and (C) the Shared Facilities Unit Owner and its successors and assigns as to the Public Shared Facilities. To promote a consistent appearance of the Hotel from the outside, the Hotel Management Company, on behalf of each Unit Owner, will install and maintain in such Unit Owner's Unit window treatments and backings which conform to any specifications (including color) promulgated by the Hotel Management Company. As with the decision to replace or refurbish FF&E located within individual Units in accordance with Section 4.5(b)(i) above, furnishings, fixtures, equipment and facilities adorning or servicing the Public Shared Facilities or property outside of the Condominium Property (including, without limitation: lobby and front desk/concierge/reception area furnishings, fixtures, equipment and facilities; corridor and hallway furnishings, fixtures, equipment and facilities; elevator furnishings, fixtures, equipment and facilities; flooring materials; wallpaper; paint; furniture; carpeting; fixtures; lighting; equipment; and decor items; and any portion of the Building becoming a portion of the Public Shared Facilities pursuant to Declarant's right to annex all or a portion of the Future Expansion Parcel under Article 11 hereof) (collectively, the "Building FF&E") must be replaced, repaired or refurbished as deemed necessary by the Declarant or the Hotel Management Company, as the case may be, at the expense of the Unit Owners, and in each instance that the Declarant or the Hotel Management Company, as the case may be, makes a determination that such Building FF&E is in need of replacement (for purposes of replacing Building FF&E due to wear and tear, age or to perform general refurbishment or renovation of the Condominium), each Unit Owner will be required to participate in each such Building FF&E replacement program and to pay for such Unit Owner's share of the costs of such Building FF&E replacement program, the costs for which will be assessed against each Hotel Unit based on either a unit-by-unit actual cost basis, a percentage interest basis, a square footage basis or such other reasonable cost allocation as the Declarant or the Hotel Management Company, as the case may be, shall determine. The decision of the Declarant or the Hotel Management Company, as the case may be, as it relates to the above Building FF&E replacement provisions, shall be conclusive and binding on Unit Owners. In the event of a dispute concerning the replacement or refurbishment of the Building FF&E, the decision of the Declarant shall be binding upon all parties to the dispute.

(d) **Insurance Proceeds.** In the event that any repair or replacement to the Common Elements is made necessary by reason of any act or occurrence for which insurance is maintained by the Board pursuant to Section 5.7 hereof and for which insurance proceeds are available as provided in Section 8.1 hereof, the Association, at its expense to the extent of such proceeds, and subject to Section 4.6 hereof, shall be responsible for the repair or replacement of such Common Elements, which repair may be effected by the Hotel Management Company on its behalf.

(e) **Nature of Obligation.** Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement of the Common Elements or the Units or any portion or parts thereof. Likewise, nothing contained herein shall be construed to impose a contractual liability upon the Declarant, Shared Facilities Unit Owner, or Hotel Management Company for maintenance, repair and replacement of the Shared Facilities Unit, or any portion thereof or of property outside of the Condominium Property. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the refurbishment of the Project, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Declarant, Shared Facilities Unit Owner, Hotel Management Company, Board or Association for any work ordinarily the responsibility of a Person other than the Unit Owner, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board, Association, Shared Facilities Unit Owner, Hotel Management Company, or the Declarant.

(f) **Declarant's Lien Rights.** In the event that the Declarant or the Hotel Management Company performs any of the work required to be performed by a Unit Owner in accordance with this Section 4.5 as a result of the Unit Owner's failure to comply with the requirements of this Declaration or other governing documents, and the Unit Owner fails to promptly reimburse the Declarant or the Hotel Management Company, as the case may be, for the costs of performing such work, the Declarant or the Hotel Management Company (as the case may be) shall impose a charge on such Unit Owner in the maximum amount of any sums due from such Unit Owner, including the amount of any attorney's fees & costs incurred in enforcing the obligations contained herein, which sum shall be a lien upon the Unit Ownership of the defaulting Unit Owner, subject to the recordation of a notice of lien, and foreclosure of such lien by sale of the Unit Ownership under substantially the same procedure provided to the Association in NRS Chapter 116 for the foreclosure of liens for assessments; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 4.5(f) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section 4.5(f) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit Ownership, whichever occurs first.

4.6 Negligence of Unit Owner. If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of such Unit Owner's family or of a guest or other authorized occupant, tenant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit, or maintenance, repairs or replacements shall be required which would otherwise be charged as a Common Expense, Shared Facilities Expense, or maintenance expense, then such Unit Owner shall pay an assessment in the amount required to repair such damage and perform such maintenance and replacements as may be determined by the Shared Facilities Unit Owner, as it relates solely to damage or maintenance to the Shared Facilities Unit or FF&E, or giving rise to a Shared Facilities Expense, or otherwise as may be determined by the

Board, and such assessment shall be a lien upon the Unit Ownership of the Unit Owner, subject to foreclosure pursuant to the provisions of Section 4.5(f) or as otherwise permitted by law.

4.7 Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners.

4.8 Additions, Alterations or Improvements.

(a) The Board may authorize and assess as a Common Expense the cost of the additions, alterations, or improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of a special assessment.

(b) Except as otherwise provided in Section 7.1(a) hereof, no additions, alterations or improvements shall be made by a Unit Owner other than the Owner of the Shared Facilities Unit (1) to any part of the Common Elements; (2) to any Hotel Unit, to any Residential Unit, or the Shared Facilities Unit (except for such additions, alterations or improvements made by the Unit Owner of the Shared Facilities Unit); and (3) to such Unit Owner's own Unit where such work alters the wall or partition, configuration, ceiling, perimeter doors or windows, floor load or otherwise affects the structure or finishes surrounding the Hotel Unit or increases the cost of insurance required to be carried by the Board or Declarant hereunder, or violates any provision of this Declaration or the Unit Maintenance Agreement for such Hotel Unit regarding the appearance, furnishing or decor of a Hotel Unit in conformity with the first-class hotel aesthetic requirements promulgated by the Hotel Management Company from time to time, without the prior written consent of the Hotel Management Company, or as to the Common Elements, the Board. Any addition, alteration or improvement of a Unit by the Unit Owner, other than the owner of the Shared Facilities Unit, which shall affect the structure of the Unit or the Common Elements shall, further, conform with structural or engineering drawings prepared or reviewed and approved by an architectural or engineering firm selected by the Hotel Management Company, as to Units, or by the Board, as to Common Elements. The cost of such drawings or review and approval shall be paid by the Unit Owner. The Board (or, as it relates to a Unit, the Hotel Management Company) may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner under this Section 4.8(b) upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board (or, as it relates to a Unit, the Hotel Management Company) may from time to time set, or (ii) to pay to the Association (or, as it relates to a Unit, the Hotel Management Company) from time to time the additional costs of maintenance or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner, other than the Owner of the Shared Facilities Unit, without the prior written consent of the Board (or, as it relates to a Unit, the Hotel Management Company), then the Board or Hotel Management Company, as appropriate, may, in its discretion, take any of the following actions, which actions shall not be exclusive of any other remedies available to the Board:

(1) Require the Unit Owner to remove the addition, alteration or improvement and restore the property to its original condition, all at the Unit Owner's expense; or

(2) If the Unit Owner refuses or fails to properly perform the work required under (1), the Board (or, as it relates to a Unit, the Hotel Management Company) may cause such work to be done and may charge the Unit Owner for the cost thereof as determined by the Board (or, as it relates to a Unit, the Hotel Management Company); or

(3) Ratify the action taken by the Unit Owner, and the Board (or, as it relates to a Unit, the Hotel Management Company) may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

(c) Except to the extent prohibited by law, Declarant or its Designee and the respective successors in interest or assigns of Declarant or its Designee (the term "Designee" refers to any affiliate of Declarant or the Hotel Management Company) shall have the right, at any time and from time to time, without prior notice and without the vote or consent of the Board or any other Unit Owner or any mortgagee, to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Unsold Units and the Shared Facilities Unit (including changing furnishings, decor and FF&B therein); (ii) change the layout of, or number of rooms in, any Unsold Unit from time to time; (iii) change the size and/or number of Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, and/or altering any boundary walls between any Unsold Units; (iv) if appropriate, reapportion among the Unsold Units affected by any such change in size or number pursuant to the preceding clause (iii), their percentage interests in the Allocated Interests; provided, however, that any such alteration, addition, improvement, change, reapportionment or redesignation shall not cause the Property or any portion thereof to not comply with any laws, ordinances and regulations of any governmental authorities having jurisdiction (including, without limitation, building codes, zoning ordinances and regulations of the City of Reno). The provisions of this Article 4 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its Designees, or their respective successors in interest or assigns.

4.9 Cable Television System. Each Hotel Unit has been equipped with at least one outlet activated for connection to the cable television system serving the Project, which outlet and systems are integral parts of the Shared Facilities Unit. Additional outlets for connection to the cable television system are obtainable only from the Hotel Management Company and may be installed only by the firm or individual authorized by the Hotel Management Company to make such installation, with the prior approval of the Hotel Management Company and the payment of any required additional fees. Unit Owners and Occupants are prohibited from making any modifications to or tampering with said outlet and from making any connections to the cable television system, and the Hotel Management Company may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto. Notwithstanding anything to the contrary contained herein, the Declarant

hereby expressly reserves the right (for itself and for the Hotel Management Company) to charge any Unit Owner who wishes to subscribe to premium programming or pay-per-view service provided through such cable television system a usage charge based on such rates as Declarant or the Hotel Management Company, as the case may be, may promulgate from time to time. To the extent permitted by applicable law, Declarant's (and the Hotel Management Company's) right to impose such charges shall continue until Declarant no longer owns title to any Unit and, thereafter, the assignee of Declarant's interests in the Shared Facilities Unit (or the Hotel Management Company at the direction of such assignee) shall have any rights of the Declarant with regard to the imposition and collection of any such use charges.

4.10 Street and Utilities Dedication. At a meeting called for such purpose, two-thirds (2/3) or more of the Unit Owners may elect to dedicate a portion of the Common Elements to a public body for use as, or in connection with, a street or utility.

4.11 Parking Area. The Parking Area includes all surface parking spaces in the Project and certain elements appurtenant thereto. The Parking Area is located within the Project but does not comprise any portion of the Condominium Property. The Declarant may allocate or assign for use, spaces owned or controlled by it. Further the Declarant may prescribe such rules and regulations with respect to the Parking Area as it may deem fit. The Declarant may in its sole discretion elect to sell, assign, transfer or otherwise hypothecate any or all of the Parking Area and the spaces contained therein to any third party, and no other Unit Owner shall have any claim any proceeds of any such transaction.

ARTICLE 5

ADMINISTRATION

5.1 Administration of Association. The direction and administration of the Association shall be vested in a board of directors (herein sometimes referred to as the "Board"). The Board initially shall consist of one (1) person, and the Declarant shall have the right to designate and select the person who shall serve as the sole member of the Board (herein sometimes referred to as "Board Member"), or to exercise the powers of the Board itself, as provided in the Act. Except for Board Members designated by the Declarant, each Member of the Board shall be one of the Unit Owners, or in the event a Unit Owner is not a natural person, a representative of a Unit Owner as provided in the Bylaws and in the Act. If a director fails to meet such qualifications during such director's term, he or she shall thereupon cease to be a director, and his or her place on the Board shall be deemed vacant.

5.2 Association. The Association has been, or will be, formed as a nonprofit corporation under Chapter 82 of the Nevada Revised Statutes, and for the purposes and having the powers prescribed in the Act; and having the name GRAND SIERRA RESORT UNIT-OWNERS' ASSOCIATION, and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements. The Board shall be deemed to be the "Executive Board" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the

Association so long as he or she shall be a Unit Owner, and such membership shall automatically terminate when he or she ceases to be a Unit Owner, and upon the voluntary or involuntary transfer of his or her ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

5.3 Voting Rights.

(a) There shall be one Voting Member for each Unit Ownership, including the Commercial Units, Residential Units and Shared Facilities Unit. Such Voting Member may be the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or such Unit Owner's or Unit Owners' duly authorized attorney-in-fact to act as proxy on his, her or their behalf, as provided in the Bylaws. Subject to the Declarant's special Declarant's rights reserved herein, any or all such Unit Owners may be present at any open meeting and, furthermore, may vote or take any other action as a Voting Member to the extent provided in Section 5.3(b) hereof. The person(s) designated by the Declarant with respect to any Unit Ownership owned by the Declarant shall also have the right to vote at any meetings of the Association or Board for so long as the Declarant shall own one or more Units. The total number of votes of all Voting Members shall be one hundred (100). Subject to the Declarant's special Declarant's rights reserved herein, in all elections for members of the Board and in all other actions requiring a vote of the members of the Association, each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his, hers or their Unit Ownership as set forth in Exhibit B.

(b) In the event the Voting Member is other than the Unit Owner, is not present at a meeting of the Association and has not voted by proxy, then if the Unit Owner is present at a meeting of the Association, such Owner shall be entitled to cast all of the votes allocated to the Unit. In the event the ownership of a Unit is composed of multiple owners and the Voting Member is not present and has not voted by proxy, then if only one of the multiple owners of a Unit is present, such owner shall be entitled to cast all of the votes allocated to that Unit Ownership. In the event more than one owner of a Unit Ownership is present, but not the Voting Member, who has not voted by proxy, the votes allocated to that Unit Ownership may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner who are present. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that Unit Ownership without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit Ownership.

5.4 Meetings. Meetings of the Unit Owners and of the Board shall be held at the Property or at such other place in the City of Reno, Nevada, as may be designated from time to time by the Board.

5.5 Board of Directors. The initial Board designated by the Declarant pursuant to Section 5.1 hereof shall consist of one (1) director. The Declarant shall have the right to designate and replace the person who shall serve as the sole member of the Board, or to exercise the powers of the Board itself, as provided in the Act. Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created from time to time, a Board

member shall be elected by Unit Owners other than the Declarant, pursuant to the procedure for electing Directors set forth in the Bylaws. Upon election of the first Board member not designated by the Declarant, the number of Board positions shall increase to three (3), and the remaining two (2) positions on the new Board shall be designated by the Declarant. Prior to the date on which the period of Declarant's control of the Association terminates, the Declarant shall have the right to designate and replace the two persons designated by the Declarant to serve on the Board. Not later than the date on which the period of Declarant's control of the Association terminates, all three Board members shall be elected by the Unit Owners pursuant to the procedure for electing directors set forth in the Bylaws. In all elections for Members of the Board, votes shall be tabulated pursuant to Section 5.3(a) above, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Any candidate for election to the Board, and such candidate's representative, shall have the right to be present at the counting of ballots at such election. All elected members of the Board shall be elected at large. At a meeting to be held no later than sixty (60) days after the date the Declarant has sold and delivered its deed for at least seventy-five percent (75%) of the Unit Ownerships, secret ballots for the election of all three (3) members of the Board from among the Unit Owners shall be opened and counted. All elected Board members shall serve for a term of one (1) year each. The Unit Owners owning at least two-thirds (2/3) of the Unit Ownerships may from time to time at any annual or special meeting increase or decrease the term of office of Board members, provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Except as otherwise provided in this Declaration, the Board shall act by majority vote of those present at its meetings when a quorum exists. A majority of the total number of Members on the Board shall constitute a quorum. Any member of the Board may succeed himself or herself.

(a) The Declarant may appoint all officers during the period of Declarant's control. The term of office for each officer shall be until such officer's successor shall be duly elected or appointed and qualified, pursuant hereto and pursuant to the Bylaws. Officers shall serve at the will of the Board. Any officer may succeed himself or herself.

(b) Within sixty (60) days after the date the Declarant has sold and delivered its deed for at least seventy-five percent (75%) of the Unit Ownerships, the Declarant shall deliver to the Board the following:

(1) All original documents as recorded or filed pertaining to the Property, its administration, and the Association, such as this Declaration, Articles of Incorporation for the Association, other condominium instruments, annual reports, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, copies may be provided if certified by affidavit of the Declarant, or an officer or agent of the Declarant, as being a complete copy of the actual document recorded or filed;

(2) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management,

maintenance and operation of the Property and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;

(3) Any Association funds on hand, or control of the accounts containing such funds, which shall have been at all times segregated from any other funds of the Declarant;

(4) A schedule of all real or personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills;

(5) A list of all litigation, administrative actions and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken by the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Unit Owners and originals of all documents relating to everything listed in this subparagraph; and

(6) All other materials and information prescribed by the Act.

5.6 General Powers of the Board. The Board shall have the following general powers:

(a) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance, repair or replacement or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements.

(b) The Board shall have the power and duty to provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, engineers or architects, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Common Elements, and to delegate any such powers to a manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

(c) The Board shall have the power to exercise all other powers and duties of the Board or Unit Owners as a group referred to in this Declaration or the Act. More specifically, the Board shall exercise for the Association all powers, duties and authority vested in it by law or this Declaration except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

- (i) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements in a neat and orderly manner and as necessary or desirable for the operation of the Condominium as a first-class hotel condominium as determined by the First-Class hotel standard established by the Declarant and the Hotel Management Company;
- (ii) Preparation, adoption and distribution of the annual budget for the Association;
- (iii) Levying of assessments for Common Expenses and collection thereof from Unit Owners and expenditure of amounts collected;
- (iv) Borrowing funds;
- (v) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (vi) Obtaining adequate and appropriate kinds of insurance;
- (vii) Purchasing and receiving conveyances of Unit Ownerships and owning, conveying, mortgaging, encumbering, leasing and otherwise dealing with Unit Ownerships conveyed to or purchased by it;
- (viii) Promulgation and amendment of rules and regulations covering the details of the operation and use of the Common Elements;
- (ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use of the Common Elements and operation of the Association;
- (x) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making repairs therein necessary to prevent damage to the Common Elements;
- (xi) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Nevada or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized, by law to be assessed and levied upon the real property of the Condominium and are not payable by Unit Owners directly;
- (xii) Impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and rules and

regulations of the Association, pursuant to the procedures prescribed by the Act;

- (xiii) By a majority vote of the entire Board, assign the Association's right to future income from Common Expenses or other sources, and mortgage or pledge substantially all of the remaining assets of the Association;
- (xiv) Record the granting of an easement pursuant to the provisions of Section 4.3 hereof and any instruments required elsewhere in this Declaration; and
- (xv) Except to the extent limited by this Declaration and the Act, the Board shall have the power and duty to exercise the rights of, and perform all of the covenants and obligations imposed upon, the Association or the Unit Owners and to execute any and all instruments required pursuant thereto.

(d) Subject to the provisions of Section 4.6 and Section 6.8 hereof, the Board, for the benefit of all the Unit Owners, shall acquire and shall pay as Common Expenses, the following:

- (i) Operating expenses of the Common Elements, including utility services to the extent not separately metered or charged as Shared Facilities Expenses or Hotel Expenses;
- (ii) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and nonadverse to each other;
- (iii) Maintenance, repair, and replacement of the Common Elements;
- (iv) Any other materials, supplies, utilities, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for pursuant to the terms of this Declaration or the Bylaws;
- (v) Any amount necessary to discharge or bond around any mechanics' lien or other encumbrance levied against the Common Elements. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it or bonding around said lien, in the discretion of the Board, and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(e) Prior to the election by the Voting Members of the first elected member of the Board, the Declarant shall, subject to the terms of this Declaration and the Act, have the

authority to lease or to grant licenses, concessions, easements, leases and contracts with respect to any part of the Common Elements, all upon such terms as the Declarant deems appropriate. Upon election of the first elected member of the Board, and thereafter, the Board by a vote of at least two-thirds (2/3) of the persons on the Board shall have the same authority as aforesaid.

(f) The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of a lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the prior consent or approval of Voting Members representing not less than two-thirds (2/3) of the total votes.

(g) The Association shall have no authority to forebear the payment of assessments by any Unit Owner, except as part of the settlement of an arbitration or court action.

5.7 Insurance.

(a) The Board shall have the authority to and shall obtain not later than the time of the first conveyance of a Unit to a person other than a Declarant, and maintain insurance for the Association and/or Property as follows:

- (i) Commercial General Liability insurance insuring against claims and liabilities arising in connection with the ownership, existence, use or management of the Property, hazards of premises/operation, products and completed operations, contractual liability, personal injury liability, independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00) with respect to each occurrence and Five Million Dollars (\$5,000,000) in aggregate coverage. Such policy shall be endorsed to cover cross-liability claims of one insured against the other, and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner on account of the negligent acts of the Association or another Unit Owner. Such insurance coverage shall insure the Board, the Association, the management agent, and their respective directors, officers, managers, members, partners, employees and agents and all persons acting as agents. The Declarant must be included as an additional insured in its capacity as a Unit Owner, manager, Board member or officer. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Shared Facilities Unit, their Units and the Common Elements. The insurance must include coverage for medical payments.

- (ii) A crime policy, with fidelity bond, insuring the Association, the Board, the Unit Owners, the management agent, if any, and its employees who control or disburse funds of the Association, and the Declarant in its capacity as a Unit Owner and Board member, against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management company or of any other person handling the funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem necessary but not less than Five Hundred Thousand Dollars (\$500,000). Such policy shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such policy and bond shall provide that they may not be canceled for non-payment of any premiums without at least ten (10) days' prior written notice to the Board.
- (iii) Directors and Officers Liability insurance in such amounts as the Board shall determine to be reasonable. Directors and Officers Liability coverage must cover actions taken by the Board and officers in their official capacity as Directors and officers, for liability asserted against them whether or not the Association has the authority to indemnify them against such liability and expenses, provided that no financial arrangement made may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to advancement of expenses or indemnification ordered by a court, or as otherwise provided by this Declaration or the Bylaws of the Association.
- (iv) As a separate physical damage insurance policy for the Condominium is not reasonably available, the Association, and all Unit Owners by category, shall be named as additional insureds on a physical damage insurance policy for the Building that shall be maintained by the Declarant. Such policy shall provide for insurance, after application of any deductibles, in an amount not less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date; exclusive of land, excavations, foundations and other items normally excluded from property policies. The Association and all Unit Owners shall reimburse the Declarant for a portion of the costs of such policy, pursuant to the formula set forth in Exhibit B. Any deductible under such policy, payable for a loss related to the Condominium, shall be paid by the Association as a Common Expense in the proportion that the loss of Condominium property bears to the total loss.

- (v) Such other insurance in such forms and amounts as the Board shall deem desirable.

The premiums for this insurance and bond, except as otherwise provided in this Section 5.7, shall be Common Expenses. The Board may, in the case of a claim for damage to a Unit or the Common Elements, (x) pay the deductible amount as a Common Expense, (y) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owners who caused the damage or from whose Units the damage or cause of loss originated, or (z) require the Unit Owners of the Units affected to pay the deductible amount.

(b) All insurance provided for in this Section 5.7 shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Nevada, or authorized surplus lines carriers, and holding a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A-/VIII according to Best's Insurance Reports - International Edition or a substantially equivalent rating from a nationally-recognized insurance rating service, or such lower rating as may be prudent given the cost and availability of insurance coverages at a given time. All such policies shall provide a minimum of ten (10) days advance written notice to the Board (on behalf of the Association) if such policy is to be canceled or not renewed.

(c) All policies of insurance of the character described in Section 5.7(a)(i): (i) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners, whether such other insurance covers their respective Units or the additions and improvements made by such Unit Owners to their respective Unit; (ii) shall provide that no act or omission by any Unit's owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; (iii) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the Board. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in Section 5.7(a)(i), any losses under such policy shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(d) Insurance Policies carried pursuant to this Section 5.7 shall include each of the following provisions: (1) each Unit Owner, and secured party (including, without limitation, any First Mortgagee), if applicable is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association; (2) the insurer waives its right to subrogation under the policy against any Unit Owner or members of the Unit Owner's household or other Occupants; the Association; members of the Board; the Declarant; the management company and their respective employees and agents; and (3) the Unit Owner waives his or her right to subrogation against the Association and the Board.

(e) The Association, for the benefit of the Unit Owners and the First Mortgagee of each Unit Ownership, shall pay the premiums and obtain a binder on the policies of insurance described in Sections 5.7(a)(i), (ii), (iii), and (v), at least fifteen (15) days prior to the expiration

date of the respective policies, and upon written request therefor, shall notify the First Mortgagee of each Unit Ownership of such payment within ten (10) days after the date on which payment is made.

(f) As specified in Sections 5.7(a)(i) and (iv), the Association will obtain a policy of commercial general liability insurance, and the Declarant will obtain a policy of physical damage insurance, in which the Unit Owners by category are named as additional insureds with respect to their Units, the Shared Facilities Unit, and the Common Elements, and the Unit Owners will be required to pay assessments to the Association and reimburse the Declarant for their proportionate share of the coverage provided under such policies of insurance. The policies obtained by the Association and/or the Declarant covering the Unit Owners will be upon such terms, including deductibles and retentions, covered losses and exclusions, term and price, as the Association and/or the Declarant shall determine, in their sole discretion. Any Unit Owner who desires additional coverage for their Unit, including reduced deductibles or increased retentions or additional covered losses, shall be required to obtain his or her own policy of insurance. The Association and/or the Declarant will annually provide to the Unit Owners a description of insurance coverage applicable to the Unit Owners, and will provide a copy of such insurance policies upon request. If the Association or the Declarant determines that it will modify the terms of the coverage of Unit Owners on any policy of commercial general liability or physical damage insurance, the Association or the Declarant will provide at least thirty (30) days' prior written notice to each Unit Owner in order to allow such Unit Owner to obtain additional coverage. Except as otherwise procured by the Association pursuant to Section 5.7, each Unit Owner shall be responsible for physical damage insurance on any additions, alterations, improvements and betterments to such Unit Owner's Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in such Unit) to the extent not covered by the policies of insurance obtained by the Declarant for the benefit of all Unit Owners. Any policy of insurance carried by a Unit Owner shall be without contribution with respect to the policies of insurance obtained by the Association or Declarant for the benefit of all of the Unit Owners.

(g) The Board shall not be responsible for obtaining physical damage insurance on any additions, alterations, improvements and betterments to a Unit or any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible pursuant to Section 5.7(g). In the event the Board does carry such insurance, and the premium therefor is increased due to additions, alterations, improvements and betterments of a Unit Owner, then the Board may assess against such Unit Owner such increased premium.

(h) Each Unit Owner hereby waives and releases any and all claims which such Unit Owner may have against any other Unit Owner, the Association, its officers, members of the Board, Declarant, the Hotel Management Company, and their respective members, managers, partners, officers, directors, employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in any Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance or would be covered by insurance for which such Unit Owner is responsible pursuant to Section 5.7(f).

(i) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section 5.7 if the economic savings justifies the

additional risk and if permitted by law. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.

5.8 Liability of the Board of Directors and Officers of the Association. Neither the members of the Board, the officers of the Association, the Declarant, the Hotel Management Company or any members of their respective managers, partners, officers, directors or employees (collectively, the "Indemnified Parties") shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such members, officers, directors, or employees, as the case may be, except for any acts or omissions finally adjudged by a court to constitute intentional misconduct, fraud, or knowing violation of the law. The Unit Owners (including the members of the Board and the officers of the Association in their capacity as Unit Owners) shall defend, indemnify and hold harmless each of the Indemnified Parties against all contractual and other liabilities to others arising out of contracts made by or other acts of the Indemnified Parties on behalf of the Unit Owners or arising out of their status as Board members or officers of the Association, or officers, directors or employees of the Hotel Management Company, as the case may be, unless any such contract or act shall have been finally adjudged by a court to have been made fraudulently or with knowing violation of the law. It is intended that the foregoing indemnification shall include indemnification against, and payment of, all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Indemnified Parties may be involved by virtue of such persons being or having been such member, officer, director or employee; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for intentional misconduct, fraud, or knowing violation of the law in the performance of his or her duties as such member, officer, director or employee; or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for intentional misconduct, fraud, or knowing violation of the law in the performance of his or her duties as such member, officer, director or employee. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of any of the Indemnified Parties, or out of the aforesaid indemnity in favor of the members of any of the Indemnified Parties, shall be limited to such proportion of the total liability hereunder as such Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall be deemed to provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

5.9 Resale of Units. In the event of a resale (i.e., any sale made after the initial sale) of any Unit Ownership by a Unit Owner other than the Declarant, and within ten (10) days after the written request by such Unit Owner, the Board shall deliver a certificate to such Unit Owner sufficient to enable the Unit's Owner to comply with NRS 116.4109(1), or any other requirements of the Act.

ARTICLE 6

COMMON EXPENSES & OTHER CHARGES

6.1 Preparation of Annual Budget. On or before November 1 of each calendar year, the Board shall cause to be prepared a detailed proposed budget for the ensuing calendar year. Such budget shall take into account the estimated annual Common Expenses and cash requirements for the year, including wages, materials, insurance, services, supplies and all other Common Expenses, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital Reserve (as hereinafter defined in Section 6.2). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements and, to the extent that the assessments and other cash income collected from the Unit Owners during the preceding year are more or less than the expenses for the preceding year, the surplus or deficit shall also be taken into account. On or before November 15 of each year, the Board shall notify each Unit Owner in writing as to the proposed annual budget, with reasonable itemization thereof, including those portions intended for capital expenditures or repairs or payment of real estate taxes and containing each Unit Owner's respective assessment; provided, however, that such proposed annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. On or before January 1 of the ensuing calendar year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board (or as it may direct) one-twelfth (1/12) of such Unit Owner's proportionate share of the Common Expenses for each year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with such Unit Owner's respective percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before April 1 of each calendar year following the initial meeting of the Unit Owners, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenses plus reserves. Such accounting shall, upon the written request of any Unit Owner, be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 6.2 hereof.

6.2 Capital Reserve; Supplemental Budget. The Association shall segregate and maintain a special reserve account to be used solely for the repair, replacement and restoration of the major components of the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the reserve study required by the Act, and upon a review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements, repairs and replacements necessary to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the

annual assessment paid by such Unit Owner. Expenditures for the repair, replacement and restoration of the major components of the Common Elements which may become necessary during the year shall be charged first against the Capital Reserve. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner's proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount, and such adjusted amount shall be a lien upon applicable Units at such time as the adjusted monthly assessment becomes due. In addition to the foregoing, any Common Expense not set forth in the annual budget or any increase in assessments over the amount set forth in the adopted annual budget shall be separately assessed against all Unit Owners. The Board may adopt special or separate assessments payable over more than one fiscal year.

6.3 Initial Budget. The Board shall determine and adopt, prior to the conveyance of the first Unit Ownership hereunder, an initial budget commencing with the first day of the month in which the sale of the first Unit Ownership is closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the proposed annual budget for each succeeding calendar year, and which may include such sums as collected from time to time at the closing of the sale of each Unit Ownership. Assessments shall be levied against the Unit Owners during said period as provided in Section 6.1 of this Article and in the Act, except that if the closing of the sale of the first Unit Ownership is not on January 1, monthly assessments to be paid by Unit Owners shall be based upon the amount of the budget and the number of months and days remaining in such calendar year.

6.4 Failure to Prepare Annual Budget. The failure or delay of the Board to give notice to each Unit Owner of the annual budget shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay such Unit Owner's respective monthly assessment, as herein provided, whenever the same shall be determined, and in the absence of the annual or adjusted budget, the Unit Owner shall continue to pay monthly assessments at the then existing monthly rate established for the previous period until the monthly assessment is given of such new annual budget.

6.5 Records of the Association.

(a) The management company or the Board shall maintain the following records of the Association available for inspection, examination and copying during normal business hours by the Unit Owners, First Mortgages, Insurers and Guarantors, and their duly authorized agents or attorneys:

- (i) Copies of this Declaration, the Bylaws, and any amendments, Articles of Incorporation of the Association, annual reports, and any current rules and regulations adopted by the Association or its Board, and the Association's books, records and financial statements.

- (ii) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Common Expenses, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expense incurred, and copies of all contracts, leases, or other agreements entered into by the Association.
- (iii) The minutes of all meetings of the Association and the Board. The Association shall maintain these minutes until the common-interest community is terminated.
- (iv) Ballots and proxies relating thereto for all elections to the Board and for any other matters voted on by the Unit Owners shall be maintained for a period of not less than ten (10) years; provided that, unless directed by court order, only the voting ballot excluding a Unit number or symbol shall be subject to inspection and copying.
- (v) Such other records of the Association as are available for inspection pursuant to NRS 116.31175, 116.31177, and 116.3118, as amended, or otherwise subject to inspection by law.

(b) A reasonable fee not to exceed the maximum amounts established in the Act may be charged by the Board for the cost of copying.

(c) Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of such Unit Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

6.6 Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit B.

6.7 User Charges. The Board, or the Declarant acting pursuant to Article 5 hereof, may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expense may include such services and facilities provided to Unit Owners which the Board determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.7, and subject to the requirements of the Act, the Board or the Declarant may elect to treat all or any portion thereof as Common Expenses.

6.8 Non-Use and Abandonment. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his, her or their Units.

6.9 Shared Facilities Expenses. In addition to the budget and assessment procedures related to the Common Elements as described in Sections 6.1 through 6.8 above, and in addition to the Hotel Expenses described in Section 6.10 below and other charges or assessments set forth in the governing documents, in connection with the ownership, operation, use, maintenance, repair, replacement and refurbishment of the Shared Facilities Unit, and for the purpose of reimbursing the Shared Facilities Unit Owner for all general and special condominium assessments, use charges, utility costs, insurance costs, real estate taxes and other fees, costs, charges or expenses incurred by the Shared Facilities Unit Owner in connection with the ownership, use, maintenance, operation, repair and replacement of the Shared Facilities Unit and all improvements and personalty located within or upon the Shared Facilities Unit, each Unit Owner other than the owner of the Shared Facilities Unit also shall be bound by and shall comply with the following budget, assessment, reserve and collection requirements regarding the Shared Facilities Expenses (as defined below):

(a) **Preparation of Annual Budget for Shared Facilities Unit.** On or before November 1 of each calendar year, the Owner of the Shared Facilities Unit shall cause to be prepared a detailed proposed budget (the "Shared Facilities Budget") for the ensuing calendar year regarding the costs of ownership, operation, use, maintenance, repair, replacement and refurbishment of the Shared Facilities Unit and all improvements and personalty located within or upon the Shared Facilities Unit, all as more particularly described below. The Shared Facilities Budget shall take into account (i) the estimated annual expenses for the ownership, operation, use, maintenance, repair, replacement and refurbishment of the Shared Facilities Unit, (ii) cash requirements for the year, including wages, materials, insurance, services, supplies and all other expenses related to the Shared Facilities Unit, (iii) all costs to reimburse the Owner of the Shared Facilities Unit for all general and special condominium assessments and use charges incurred by the Shared Facilities Unit in accordance with Sections 6.1 to 6.8 above, utility costs for the Shared Facilities Unit, real estate taxes for the Shared Facilities Unit and other fees, costs, charges or expenses incurred by the Owner of the Shared Facilities Unit in connection with the ownership, use, maintenance, operation, repair and replacement of the Shared Facilities Unit and all improvements located within or upon the Shared Facilities Unit, and (iv) a reasonable amount considered by the Owner of the Shared Facilities Unit based on an independent Reserve Study of certain major components of the Shared Facilities Unit to be necessary for adequate reserves, including, without limitation, amounts to maintain the Shared Facilities Reserve (subparagraphs (i) through (iv) above being collectively referred to herein as the "Shared Facilities Expenses"). The Shared Facilities Budget shall also take into account the estimated net available cash income for the year from the operation or use of the Shared Facilities Unit and, to the extent that the assessments and other cash income, if any, collected from the Unit Owners during the preceding year are more or less than the expenses for the preceding year, the surplus or deficit shall also be taken into account. On or before November 15 of each year, the Owner of the Shared Facilities Unit shall notify each other Unit Owner in writing as to the proposed annual Shared Facilities Budget, with reasonable itemization thereof, including those portions intended for capital expenditures or repairs or payment of real estate taxes relating to the Shared Facilities Unit and containing each Unit Owner's respective assessment; provided, however, that such proposed

annual Shared Facilities Budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the owner of the Shared Facilities Unit. On or before January 1 of the ensuing calendar year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Owner of the Shared Facilities Unit (or as it may direct) one-twelfth (1/12) of such Unit Owner's proportionate share of the Shared Facilities Expenses for each year as shown by the Shared Facilities Budget for such year. Such proportionate share for each Unit Owner shall be in accordance with such Unit Owner's respective percentage of obligation as set forth in Exhibit D attached hereto. On or before April 1 of each calendar year following the initial meeting of the Unit Owners, the Owner of the Shared Facilities Unit shall supply to all Unit Owners an itemized accounting of the Shared Facilities Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual Shared Facilities Expenses plus reserves. Such accounting shall, upon the written request of any Unit Owner, be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 6.9(b) hereof.

(b) **Shared Facilities Reserve; Supplemental Shared Facilities Budget.** The Owner of the Shared Facilities Unit shall segregate and maintain a special reserve account to be used solely for making capital expenditures and paying for the costs of deferred maintenance in connection with the Shared Facilities Unit (the "Shared Facilities Reserve"). One of the primary purposes of the Shared Facilities Reserve is to reserve funds for the periodic repair, replacement, refurbishment, enhancement and update of the Shared Facilities Unit, as may be performed from time to time in the sole and absolute discretion of the Owner of the Shared Facilities Unit, and at the sole cost and expense of the Unit Owners. The Owner of the Shared Facilities Unit shall determine the appropriate level of the Shared Facilities Reserve based on a periodic review of the useful life of improvements to the Shared Facilities Unit and equipment owned by the owner of the Shared Facilities Unit for use in the Shared Facilities Unit and Hotel Units, as well as periodic projections of the cost of anticipated major repairs, improvements, and replacements necessary to the Shared Facilities Unit, or the purchase of equipment to be used by the Owner of the Shared Facilities Unit, in connection with the Shared Facilities Unit or Hotel Units. In performing this periodic review, the Owner of the Shared Facilities Unit shall cause to be prepared at least once every five (5) years, and shall review annually, an independent Reserve Study. Each Shared Facilities Budget shall disclose that percentage of the annual assessment which shall be added to the Shared Facilities Reserve, and each Unit Owner shall be deemed to make a capital contribution to the Owner of the Shared Facilities Unit equal to such percentage multiplied by each installment of the annual Shared Facilities Expenses assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Shared Facilities Reserve, as applicable, which remains unallocated. If the estimated Shared Facilities Expenses contained in the Shared Facilities Budget prove inadequate for any reason or in the event a nonrecurring Shared Facilities Expense is anticipated for any year, then the owner of the Shared Facilities Unit may prepare and approve a supplemental Shared Facilities Budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental Shared Facilities Budget

shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner's proportionate share of such supplemental Shared Facilities Budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. In addition to the foregoing, any Shared Facilities Expense not set forth in the annual Shared Facilities Budget or any increase in assessments over the amount set forth in the adopted annual Shared Facilities Budget shall be separately assessed against all Unit Owners. Assessments for additions and alterations to, or refurbishment, rehabilitation or enhancement of, the Shared Facilities Unit shall be either included in the above assessment process or separately assessed against all Unit Owners. Notwithstanding anything to the contrary contained herein, the owner of the Shared Facilities Unit shall have the right, in its sole and absolute discretion, to waive the right to collect reserves at any time and from time to time, provided that such waiver is exercised in a non-discriminatory fashion.

(c) **Initial Shared Facilities Budget.** The Owner of the Shared Facilities Unit shall determine and adopt, prior to the conveyance of the first Unit Ownership hereunder, an initial Shared Facilities Budget commencing with the first day of the month in which the sale of the first Unit Ownership is closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the proposed annual Shared Facilities Budget for each succeeding calendar year, and which may include such sums as collected from time to time at the closing of the sale of each Unit Ownership. Assessments for Shared Facilities Expenses shall be levied against the Unit Owners during said period as provided in Section 6.9(a) of this Article, except that if the closing of the sale of the first Unit Ownership is not on January 1, monthly assessments for Shared Facilities Expenses to be paid, by Unit Owners shall be based upon the amount of the Shared Facilities Budget and the number of months and days remaining in such calendar year.

(d) **Failure to Prepare Annual Shared Facilities Budget.** The failure or delay of the Owner of the Shared Facilities Unit to give notice to each Unit Owner of the annual Shared Facilities Budget shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay such Unit Owner's respective monthly assessment for Shared Facilities Expenses, as herein provided, whenever the same shall be determined, and in the absence of the annual or adjusted Shared Facilities Budget, the Unit Owner shall continue to pay monthly assessments for the Shared Facilities Expenses at the then-existing monthly rate established for the previous period until the monthly assessment for Shared Facilities Expenses, which is due more than ten (10) days after notice is given of such new annual Shared Facilities Budget.

(e) **Status of Collected Funds.** All funds collected under this Section 6.9 shall be held and expended for the purposes designated herein.

(f) **Shared Facilities Unit Owner's Lien Rights.** In the event any other Unit Owner fails to promptly pay or reimburse the Shared Facilities Unit Owner, the Declarant or the Hotel Management Company, as the case may be, in accordance with this Section 6.9, the Shared Facilities Unit Owner, the Declarant or the Hotel Management Company (as the case may be) shall impose a charge upon such Unit Owner in the maximum amount of any sums due from such Unit Owner, including the amount of any attorney's fees & costs incurred in enforcing the obligations contained herein, which sum shall be a lien upon the Unit Ownership of the defaulting Unit Owner, subject to the recordation of a notice of lien, and foreclosure of such lien

by sale of the Unit Ownership under substantially the same procedure provided to the Association in NRS Chapter 116 for the foreclosure of liens for assessments; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 6.9(f) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section 6.9(f) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit Ownership, whichever occurs first.

6.10 Hotel Expenses. In addition to the budget and assessment procedures related to the Common Elements and Shared Facilities Unit as described in Sections 6.1 through 6.9 above, and in addition to other charges or assessments set forth in the governing documents, in connection with the ownership, operation, use, maintenance, repair, replacement and refurbishment of certain components of the Building outside of the Condominium, which necessarily benefit in part the Unit Owners, and in part private operations and facilities outside of the Condominium Property, Declarant hereby identifies specific utility and structural components and insurance coverages, as detailed in Exhibit E (which is attached hereto and incorporated herein), an allocated portion of the expenses and fees of which shall be paid initially by the Declarant and reimbursed to the Declarant by the Unit Owners as more fully set forth herein. For the purpose of reimbursing the Declarant for an allocated share of all such utility use, maintenance, repair and replacement costs, structural maintenance, repair and replacement costs, insurance fees, and related charges or expenses, including reserve expenses, incurred by Declarant in connection with the ownership, use, maintenance, operation, repair and replacement of the components specified in Exhibit E, each Unit Owner other than the Owner of the Shared Facilities Unit also shall be bound by and shall comply with the following assessment, reserve and collection requirements:

(a) **Preparation of Annual Estimate of the Hotel Expenses.** On or before November 1 of each calendar year (other than the year preceding the first closing of the sale of a Unit), the Declarant shall cause to be prepared a detailed estimate of the Hotel Expenses that will be incurred in the ensuing calendar year for the utility use, maintenance, repair and replacement costs, structural maintenance, repair and replacement costs, insurance fees, and associated charges or expenses, including reserve expenses, relating to the components identified on Exhibit E (hereafter "Hotel Expenses Estimate"). The Hotel Expenses Estimate shall take into account (i) the estimated annual use charges for the utilities identified in Exhibit E, (ii) the estimated maintenance, repair and replacement expenses relating to the utility and structural components identified on Exhibit E, (iii) certain overhead costs related to the maintenance, repair and replacement of the utility and structural components identified on Exhibit E, including wages, payroll expenses, materials, insurance, and supplies, and (iv) a reasonable amount considered by the Declarant, based upon an independent Reserve Study of the components listed on Exhibit E, to be necessary for adequate reserves for the future replacement or refurbishment of certain components, including, without limitation, amounts to maintain the Hotel Reserve. The Declarant shall apply the expense allocation formulas set forth in Exhibit D to the Hotel Expenses Estimate, and thereby shall compute the portion of the total expenses described in the Hotel Expenses Estimate to be assessed to Unit Owners during the ensuing year (hereafter "Hotel

Expenses"). On or before November 15 of each year (other than the year preceding the first closing of the sale of a Unit), the Declarant shall notify each Unit Owner in writing as to the Hotel Expenses, with reasonable itemization thereof, including those portions intended for capital expenditures or repairs, and containing each Unit Owner's respective assessment. On or before January 1 of the ensuing calendar year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Declarant (or as it may direct) one-twelfth (1/12) of such Unit Owner's proportionate share of the Hotel Expenses for each year as shown by the notification of Hotel Expenses for such year. On or before April 1 of each calendar year following the initial meeting of the Unit Owners, the Declarant shall supply to all Unit Owners an itemized accounting of the Hotel Expenses for the preceding calendar year actually incurred and/or paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the Hotel Expenses, including reserves. Such accounting shall be prepared by a certified public accountant. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's Hotel Expenses in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 6.10(b) hereof.

(b) **Hotel Reserve; Supplemental Hotel Expenses.** The Declarant shall segregate and maintain a special reserve account to be used solely for making capital expenditures and paying for the costs of deferred maintenance in connection with the components listed on Exhibit E (the "Hotel Reserve"). One of the primary purposes of the Hotel Reserve is to reserve funds for a portion of the costs of the periodic repair, replacement, refurbishment, enhancement and update of such components, as may be performed from time to time in the sole and absolute discretion of the Declarant. The Declarant shall determine the appropriate level of the Hotel Reserve based upon a periodic review of the useful life of improvements to the Shared Facilities Unit and equipment owned by the Owner of the Shared Facilities Unit for use in the Shared Facilities Unit and Hotel Units, as well as periodic projections of the cost of anticipated major repairs or improvements, repairs and replacements necessary to the Shared Facilities Unit, or the purchase of equipment to be used by the Owner of the Shared Facilities Unit, in connection with the Shared Facilities Unit or Hotel Units. In performing this periodic review, the Declarant shall cause to be prepared at least once every five (5) years, and shall review annually, an independent Reserve Study. Each notification of Hotel Expenses shall disclose that percentage of the annual assessment which shall be added to the Hotel Reserve, and each Unit Owner shall be deemed to make a capital contribution to the Owner of the Shared Facilities Unit equal to such percentage multiplied by each installment of the annual Hotel Expenses assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Hotel Reserve, as applicable, which remains unallocated. If the Hotel Expenses prove inadequate for any reason or in the event a nonrecurring Hotel Expense is anticipated for any year, then the Declarant may prepare and approve a supplemental notification of Hotel Expenses covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental notification of Hotel Expenses shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner's proportionate share of such supplemental notification of Hotel Expenses. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. In addition to the foregoing, any Hotel Expenses not set forth in the annual notification of Hotel Expenses, or any increase in assessments over the amount set forth

in the adopted annual notification of Hotel Expenses shall be separately assessed against all Unit Owners. Assessments for additions and alterations to, or refurbishment, rehabilitation or enhancement of, the components listed on Exhibit E shall be either included in the above assessment process or separately assessed against all Unit Owners. Notwithstanding anything to the contrary contained herein, the Declarant shall have the right, in its sole and absolute discretion, to waive the right to collect reserves at any time and from time to time, provided that such waiver is exercised in a non-discriminatory fashion.

(c) **Initial Notification of Hotel Expenses.** The Declarant shall determine and adopt, prior to the conveyance of the first Unit Ownership hereunder, an initial notification of Hotel Expenses commencing with the first day of the month in which the sale of the first Unit Ownership is closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the annual Hotel Expenses for each succeeding calendar year, and which may include such sums as collected from time to time at the closing of the sale of each Unit Ownership. Assessments for Hotel Expenses shall be levied against the Unit Owners during said period as provided in Section 6.10(a) of this Article, except that if the closing of the sale of the first Unit Ownership is not on January 1, monthly assessments for Hotel Expenses to be paid by Unit Owners shall be based upon the amount of the notification of Hotel Expenses and the number of months and days remaining in such calendar year.

(d) **Failure to Prepare Notification of Hotel Expenses.** The failure or delay of the Declarant to give notice to each Unit Owner of the annual Hotel Expenses shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay such Unit Owner's respective monthly assessment for Hotel Expenses, as herein provided, whenever the same shall be determined, and in the absence of the annual or adjusted notification of Hotel Expenses, the Unit Owner shall continue to pay monthly assessments for the Hotel Expenses at the then-existing monthly rate established for the previous period until the monthly assessment for Hotel Expenses, which is due more than ten (10) days after notice is given of such new annual Hotel Expenses.

(e) **Status of Collected Funds.** All funds collected under this Section 6.10 shall be held and expended for the purposes designated herein.

(f) **Declarant's Lien Rights.** In the event any Unit Owner fails to promptly pay or reimburse the Declarant or the Hotel Management Company, as the case may be, in accordance with this Section 6.10, the Declarant or the Hotel Management Company (as the case may be) shall impose a charge upon such Unit Owner in the maximum amount of any sums due from such Unit Owner, including the amount of any attorney's fees & costs incurred in enforcing the obligations contained herein, which sum shall be a lien upon the Unit Ownership of the defaulting Unit Owner, subject to the recordation of a notice of lien, and foreclosure of such lien by sale of the Unit Ownership under substantially the same procedure provided to the Association in NRS Chapter 116 for the foreclosure of liens for assessments; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 6.10(f) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien

described in this Section 6.10(f) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit Ownership, whichever occurs first.

ARTICLE 7

HOTEL COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.1 Covenants and Restrictions as to Use, Occupancy and Maintenance. The Property shall be occupied and used as follows:

(a) Each Hotel Unit shall be used for short-term transient occupancy or, if permitted by law, for longer-term occupancy. The Private Shared Facilities shall be used by the Shared Facilities Unit Owner and, to the extent authorized by the Shared Facilities Unit Owner, the Hotel Management Company, for use as office space, storage space, housekeeping space and any other purposes for which such space is necessary, appropriate or desirable in the operation of a condominium hotel consistent with the standard set forth in Section 4.5(c) hereof. The Public Shared Facilities shall be used by Declarant, the Hotel Management Company, the Association, Unit Owners, Occupants, Hotel Guests and their respective invitees and permittees as common hallways, elevators, stairwells, corridors, entrances, exits and such other purposes for which such Public Shared Facilities are designed for the smooth and efficient operation of the Property. The Commercial Units shall be used for the purposes contemplated in this Declaration. A Hotel Unit may be made available to the public for rental when not occupied by the Unit Owner thereof or individuals designated by such Unit Owner. Unit Owners must comply with all of the provisions of this Declaration and of the Bylaws and rules and regulations with respect to hotel operation. All Unit Owners of Hotel Units are required to enter into a Unit Maintenance Agreement with the Hotel Management Company (in the form then in use by the Hotel Management Company) and each Unit Owner of a Hotel Unit will be required to be a party to such Unit Maintenance Agreement for so long as such Unit Owner owns a Hotel Unit in the Condominium, and no Unit Owner of a Hotel Unit shall have the right to opt out of receiving the services to be provided pursuant to the Unit Maintenance Agreement or the fees, costs or charges to be paid for such services. This obligation to enter into and comply with all provisions of such Unit Maintenance Agreement shall run with and burden each Hotel Unit, and all Persons having or acquiring any right, title or interest in each Unit, or any part thereof, and their successive owners, successors and assigns, and shall be enforceable as covenants running with the land and/or equitable servitudes. All Unit Owners of a Hotel Unit will receive the services specified in the Unit Maintenance Agreement at the costs and upon the other terms and conditions set forth therein, and all costs to provide such services shall be paid by the Unit Owner of a Hotel Unit to the Hotel Management Company as and when due pursuant to the terms and conditions of the Unit Maintenance Agreement. The costs to provide such services are in addition to the Common Expenses, Shared Facilities Expenses and Hotel Expenses hereunder. Notwithstanding the foregoing or anything contained in the Bylaws or the rules and regulations to the contrary, Declarant or its Designee (or their respective successors in interest and assigns) may, without the permission of the Board: (a) use or grant permission for the use of any Unsold Unit for any purpose, including but not limited to use as a model or sales office, subject only to compliance with applicable governmental laws and regulations, and (b) lease Unsold Units to any party(ies), whether on a transient, short-term, long-term or other basis.

(b) There shall be no obstruction of the Common Elements or the Public Shared Facilities nor shall anything be stored in the Common Elements (except in areas designed for such purpose) or the Public Shared Facilities, without the prior consent of the Board (or, as it relates to the Public Shared Facilities, the Owner of the Shared Facilities Unit), or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair such Unit Owner's own Unit.

(c) Nothing shall be done or kept in any Unit, or in the Common Elements serving the Units, or in the Public Shared Facilities which will increase the rate of insurance on the Building, Parcel, Property, Common Elements, or contents thereof without the prior written consent of the Owner of the Shared Facilities Unit and the Declarant. In any case, the Unit Owner shall be responsible for payment of any such increase. No Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit, in the Common Elements or the Public Shared Facilities which will result in the cancellation of any insurance, or which would be in violation of any law. No waste shall be committed in the Common Elements or the Public Shared Facilities.

(d) In order to enhance the sound conditioning of the Building, the floor covering for all occupied Units shall meet the minimum standard as may be specified by the Hotel Management Company; provided, however, that the floor covering existing in any Unit as of the date of the recording of this Declaration shall be deemed in compliance with any such rules and regulations.

(e) No household pets or reptiles shall be raised, bred or kept in any Unit (including, without limitation, the Shared Facilities Unit) or the Common Elements; provided, however, that household pets may be kept in Hotel Units with the prior permission of, and in accordance with rules established by, the Hotel Management Company, and household pets may be kept in Residential Units with the prior permission of, and in accordance with rules established by, the Board.

(f) No noxious, unlawful or offensive activity shall be carried on in any Unit (including the Shared Facilities Unit) or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall in the judgment of the Board or the Hotel Management Company cause unreasonable noise or disturbance to others.

(g) Nothing shall be done in any Unit or in, on or to the Common Elements or the Public Shared Facilities which will impair the structural integrity of the Building, or which would structurally change the Building, except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board or the Hotel Management Company, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the Hotel Management Company. No Unit Owner shall overload the floors of any Unit. Any furnishings which may cause floor overloads shall not be placed, kept or used in any Unit except only in accordance with advance written Board approval and Hotel Management Company approval.

(h) No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles, or any signage (including, without limitation, any "For Sale", "For Rent" or similar signage, or any other signage), outside such Unit Owner's Unit, in the Shared Facilities Unit, in the Common Elements or which may be visible from the outside of such Unit Owner's Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board and criteria established by the Hotel Management Company), or paint or decorate or adorn the outside or inside of such Unit Owner's Unit, or install outside such Unit Owner's Unit any canopy or awning, or outside radio or television antenna, dish or other receptive or transmitting device, or other equipment, fixtures or items of any kind, without the prior written permission of the Board and the Hotel Management Company, provided, however, that the foregoing shall not apply to the Declarant as to advertising activities or as to the exercise of other developmental rights or special Declarant's rights reserved herein. Unit Owners may display the Flag of the United States of America in their Unit, only if affixed to a freestanding flagpole and located in a corner of the Unit so as not to obstruct the use of the Unit, and otherwise displayed and maintained in compliance with federal and Nevada law. Final size and placement of the Flag within the Unit shall be approved by the Hotel Management Company.

(i) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any area constituting part of the Common Elements or the Public Shared Facilities.

(j) No use of a Unit or the Public Shared Facilities shall be conducted, maintained or permitted to the extent same is in violation of the uses permitted hereunder or under any applicable laws, statutes, codes, regulations or ordinances governing the Property from time to time (including, without limitation, the relevant provisions of City of Reno ordinances).

(k) During the period that the Declarant, or its respective agents, successors or assigns, are engaged in the marketing, sales or leasing of Units (including Units in any Additional Parcel) or the sales or leasing of any portion of the Building, or performing work in or about the Building, Declarant and its respective agents, employees, successors, assigns, contractors, subcontractors, brokers, licensees and invitees (and each of them) shall be entitled to (i) have access, ingress and egress to and from the Building and Common Elements and use such portion of the Building, Common Elements or the Shared Facilities Unit as may be necessary or desirable in connection with such marketing, sales, leasing of Units or performance of work; (ii) use or show one or more Unsold Units or portion or portions of the Common Elements or Shared Facilities Unit as a model Unit or Units for sale, or lease, sales office, construction, or refurbishment office or administrative or management office or for such other purposes deemed necessary or desirable in connection with such construction, refurbishment, administration, marketing, sales or leasing of Units or performing work in or about the Building; (iii) post and maintain such signs, banners and flags, or other advertising material in, on or about the Building, Common Elements and the Shared Facilities Unit in such form as deemed desirable by Declarant, and as may be deemed necessary or desirable in connection with the marketing, sales, leasing or management of Units or the sales, leasing or advertising

of any portion of the Building, or performing work in or about the Building or in connection with (i) and (ii) above; and (iv) complete or correct construction of, or make alterations of and additions and improvements to, the Units (including, without limitation, the New Construction Units or any elements of the Future Expansion Parcel), the Common Elements and the Shared Facilities Unit in connection with any of the Declarant's activities in connection with the construction, promotion, marketing, sales or leasing of the Units or performing work in or about the Building. The foregoing are in addition to and not in limitation of the rights granted under Section 4.3(c) hereof. The foregoing and the rights granted under Section 4.3(c) hereof shall not be amended or modified in any manner without the express written consent of the Declarant or its successors or assigns.

(l) Except for the Unit Owner of a Commercial Unit, Residential Unit, or the Shared Facilities Unit, Unit Owners will be obligated to furnish, decorate and equip their Units at their expense in the manner directed by the Owner of the Shared Facilities Unit or Hotel Management Company, including furnishing, decorating and equipping their Units with the FF&E prescribed by the Hotel Management Company from time to time. In addition, all Unit Owners shall be required to comply with the FF&E obligations set forth in Section 4.5(b)(i) hereof.

(m) The provisions of the Act, this Declaration and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit Ownership and shall be deemed to be incorporated in any lease executed in connection with a Unit Ownership. The Board may bring any appropriate legal action against a tenant, for any breach by a tenant of any covenants, rules, regulations or bylaws, without excluding any other rights or remedies.

(n) Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply to the Commercial Units: (a) Unit Owners, Occupants, and tenants of any Commercial Unit and their customers, employees, and invitees shall not be restricted by any amendments to this Declaration or the Bylaws, or by any rules or regulations adopted by the Board (including, without limitation, rules or regulations relating to hours of use), in their reasonable use of any Commercial Unit in conformity with state and local law and their reasonable use of the Common Elements and the Public Shared Facilities (including lobby areas, halls, corridors, and other facilities) in the ordinary course of the commercial activities for which a Commercial Unit is used; (b) the Declarant reserves the right to make such improvements or alterations to any such Commercial Unit and to locate and relocate Common Elements from time to time as the Declarant may deem necessary or desirable for the purpose of improving the operation of and access to any such Commercial Unit, and the Declarant reserves the right to install such utility lines in the Common Elements for the purpose of providing utility service to any such Commercial Unit; (c) there shall be no obstruction of any lobby entrances, passageways, corridors, or other portions of the Common Elements or the Public Shared Facilities which serve a Commercial Unit during hours when such Commercial Unit is in operation; (d) the Unit Owner of a Commercial Unit shall have the right to install and maintain signs within such Commercial Unit and, subject to reasonable restrictions imposed by the Hotel Management Company designed to protect the luxury hotel

character of the Condominium, exterior signs, awnings, and canopies in and on the Building; (e) the Unit Owner of a Commercial Unit shall be eligible to be a member of the Board, and no residency requirement for Board membership shall be applicable to the Unit Owner of such Commercial Unit; (f) no special user or service charges for the use of Common Elements, which are not similarly assessed against other Unit Owners, shall be assessed against the Unit Owner of a Commercial Unit; and (g) the Declarant, as the initial Unit Owner of the Commercial Units, shall have the right to convert (at any time) the Commercial Units into Hotel Units or into part of the Shared Facilities Unit, or to combine or subdivide Commercial Units and reallocate their Allocated Interests, to be determined by Declarant in its sole and absolute discretion, and Declarant shall not require the consent of the Association or any Unit Owner in connection with such conversion, combination or subdivision. Neither this Section 7.1(n) nor Section 7.1(a) above or Section 7.1(o) below as it applies to any Commercial Unit shall be amended or rescinded except upon the approval by a vote of all of the Unit Owners.

(o) Notwithstanding anything to the contrary contained herein, in no event shall Declarant be obligated to operate, or cause any third party to operate, a restaurant or spa facility within the Condominium.

(p) The Shared Facilities Unit Owner shall have the right to impose, from time to time, rules, regulations and restrictions on the use of the Public Shared Facilities, so long as such rules, regulations and restrictions do not materially adversely affect the right of the Unit Owners, Occupants, Hotel Guests and the Association to use and occupy the Property for the purposes described herein.

ARTICLE 8

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

8.1 Application of Insurance Proceeds. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such restoration, repair, replacement or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Reserve shall be applied by the payee of such insurance proceeds in payment therefor; provided, however, that in the event (a) the common-interest community is terminated; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; (c) one hundred percent (100%) of the Voting Members vote not to rebuild, repair, or replace; or (d) within one hundred eighty (180) days after said damage or destruction, all of the Unit Owners elect either to sell the Property as hereinafter provided in Article 9 or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act as therein provided, then such restoration, repair, replacement, or reconstruction shall not be undertaken. If the entire damaged Property is not restored, repaired, replaced or reconstructed, the proceeds attributable to the damaged Common Elements must be used to restore the damaged Common

Elements to a condition compatible with the remainder of the Common Elements. The proceeds attributable to Units that are not restored, repaired, replaced, or reconstructed must be distributed to the owners of those Units, or to First Mortgagees, as their interests may appear; and the remainder of the proceeds must be distributed to all the Units' owners or First Mortgagees, as their interests may appear in proportion to the interests of all the Units in the Common Elements as shown on Exhibit B. If the Unit's owners vote not to restore, repair, replace, or reconstruct any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned, and the Association shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

8.2 Eminent Domain

In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of Allocated Interests appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit, and the Association shall promptly prepare, execute and record an amendment to the declaration reflecting the reallocations. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the common elements taken must be paid to the Association. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners, other than the Shared Facilities Unit Owner, in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof, and the Association is hereby appointed as attorney-in-fact for such Unit Owners to represent the Unit Owners in any condemnation proceedings, or in negotiations, settlements and agreements with the condemning authority relating to such acquisitions of the Common Elements or any part thereof.

8.3 Repair, Restoration or Reconstruction of the Improvements. As used in this Article, "restoration, repair, replacement or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by the Voting Members representing at least eighty percent (80%) of the votes in the Association. Any repair, restoration or reconstruction shall be in accordance with law and this Declaration.

ARTICLE 9

SALE OF THE PROPERTY

9.1 Sale. At a meeting duly called for such purpose and open to attendance by all Unit Owners, the Unit Owners by affirmative vote of Unit Owners who own eighty percent (80%) or more in the aggregate of the entire percentage ownership interest in the Common Elements may elect to sell the Property as a whole. Within ten (10) days after the date of the

meeting at which such sale is approved, the Board shall give written notice of such action to each First Mortgagee. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

ARTICLE 10

MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

10.1 Mortgages. The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee, or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any default by a Unit Owner of that Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Unit, as well as any other holder of a prior recorded mortgage on a Unit Ownership, who comes into possession of the Unit Ownership pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit Ownership which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Unit Ownership, whichever occurs first (except for any sums which are reallocated among the Unit Owners pursuant Article 11 hereof).

(b) Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

- (i) to examine current copies of this Declaration, the By Laws, the Articles of Incorporation of the Association, current rules and regulations and the books, records and financial statements of the Association, by prior appointment, during normal business hours;
- (ii) to receive, without charge and within a reasonable time after such request, an audited financial statement for the Association for the preceding fiscal year, and an audited financial statement for each fiscal year must be available within one hundred twenty (120) days after the end of such fiscal year;
- (iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

- (iv) to receive written notice of any decision by the Unit Owners to make a material amendment to this Declaration, the Bylaws, or Articles of Incorporation;
- (v) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by or on behalf of the Association; and
- (vi) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or the Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) Unless the First Mortgagees of all of the Unit Ownerships which are a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

- (i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units or the Common Elements; or
- (ii) change the pro rata interest or obligations of any Unit Owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(e) Unless at least sixty-seven percent (67%) of the First Mortgagees, based on one vote per Unit, have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:

- (i) Adopt an amendment to this Declaration which (aa) changes Article 11 hereof, (bb) changes Article 10 or any other provision of this Declaration which specifically grants rights to First Mortgagees, (cc) changes insurance and fidelity bond requirements, (dd) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey such Unit Owner's Unit Ownership materially different from that presently contained in this Declaration, or (ee) changes any provisions of this Declaration concerning repair, restoration, or reconstruction of the Building;

(ii) Sell the Property as a whole; or

(iii) Remove all or a portion of the Property from the provisions of the Act and this Declaration;

(f) Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Unit Ownership shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements or the Unit Ownership that is subject to such First Mortgagee's, Insurer's or Guarantor's mortgage.

(g) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, insurer or Guarantor of the Unit Ownership involved will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition, and no provision of any document will entitle the Owner of a Unit Ownership or other party to priority over such First Mortgagee with respect to the distribution of the proceeds of any award or settlement.

(h) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent, provided such request was delivered by certified or registered mail, return receipt requested.

ARTICLE 11

ANNEXING ADDITIONAL PROPERTY

11.1 Additional Parcel. The Declarant, and its successors and assigns, hereby reserves the right and option, at any time and from time to time, within 20 years from the date of the recording of this Declaration in the Office of the Washoe County Recorder, to add-on and annex to the Property, from time to time, all or any portion of the property described on Exhibit C attached hereto and incorporated herein by reference ("Future Expansion Parcel"), and in connection therewith to create Units and/or Common Elements within such annexed property and reallocate percentage interests in the Allocated Interests as hereinafter described, by recording an amendment or amendments to this Declaration executed by the Declarant (every such instrument being hereinafter referred to as an "Amendment to Condominium Declaration") which shall set forth the legal description of the additional parcel or parcels within the Future Expansion Parcel to be annexed to the Property and which shall otherwise be in compliance with the requirements of the Act. Upon the recording of every such Amendment to Condominium Declaration, the Additional Parcel described therein shall be deemed submitted to the Act and governed in all respects by the provisions of the Declaration as amended, and shall thereupon become part of the Property. No portion or portions of the Future Expansion Parcel shall be subject to any of the provisions of this Declaration unless and until an Amendment to Condominium Declaration is recorded annexing such portion or portions to the Property as aforesaid. The Unit Owners shall have no rights whatsoever in or to any portion of the Future

Expansion Parcel, unless and until an Amendment to Condominium Declaration is recorded annexing such portion to the Property as aforesaid, and then, only as set forth in the Amendment. Upon expiration of said period of developmental or special declarant's rights, no portion of the Future Expansion Parcel which has not theretofore been made part of or annexed to the Property shall thereafter be annexed to the Property. No portion of the Future Expansion Parcel must be built or added to the Property. Portions of the Future Expansion Parcel may be added to the Property at different times within such developmental period. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which portions of the Future Expansion Parcel may be added to the Property, (ii) fixing the boundaries of these portions, or (iii) on the location of improvements which may be made on the Future Expansion Parcel. The maximum number of Units which may be created on the Future Expansion Parcel is 15,000, which does not include any New Construction Units. The maximum number of Units which may be created within the Future Expansion Parcel added to the Property, including the New Construction Units is 20,000. Structures, improvements, buildings and units to be constructed on portions of the Future Expansion Parcel which are added to the Property need not, except to the extent required by applicable laws and ordinances, be compatible with the configuration of the Property in relation to density, use, construction and architectural style; provided, however, that such structures, improvements, buildings and units shall be generally consistent in terms of quality of construction with those currently existing on the Property.

If all or any portion of the Future Expansion Parcel is annexed, the Declarant reserves developmental rights and/or special Declarant's rights with respect to the Future Expansion Parcel, as follows:

(a) The Declarant reserves the right to annex additional mixed use real estate, which may include additional buildings or portions thereof containing any combination of Unit types described herein, and if such additional mixed use elements are annexed, Declarant reserves the right to restrict voting rights appurtenant to a Unit to matters involving the building or buildings containing said Units;

(b) The Declarant reserves the right to make this common-interest community subject to a master association that may include all or any portion of the real estate comprising the Future Expansion Parcel, described on Exhibit C;

(c) The Declarant reserves the right to merge or consolidate this common-interest community with another common-interest community that may include all or any portion of the real estate comprising the Future Expansion Parcel, described on Exhibit C; and

(d) The Declarant reserves the right to take any other action with respect to the Future Expansion Parcel that is reserved herein with respect to the Property, and reserves the right to advertise the sale of any units in the Future Expansion Parcel at any location within the Property on which advertising activity with respect to the sale of Units in the Property is permitted herein.

11.2 Amendments to Condominium Declaration. Every such Amendment to this Declaration shall include:

(a) The legal description of the portion or portions of the Future Expansion Parcel which shall be added to the legal description of the Property;

(b) An amendment to the Plat which shall show the boundaries of the portion or portions of the Future Expansion Parcel annexed to the Property, and delineating and describing the Units of the annexed Future Expansion Parcel; and

(c) Amendments to Exhibits B and D attached hereto. The amended Exhibit B shall set forth the amended percentages of interest in the Allocated Interests, including the Common Elements, attributable to those portions of the Future Expansion Parcel annexed to the Property and including all existing Units and additional Units, if any, added by such Amendment to Condominium Declaration.

11.3 Determination of Amendments to Percentages of Ownership Interest in the Allocated Interests. The percentages of ownership interest in the Allocated Interests allocable to every Unit, as amended by each Amendment to Condominium Declaration, shall be determined as follows:

(a) The Allocated Interests, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Allocated Interests as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Allocated Interests"), as set forth in Exhibit B prior to recordation of an Amendment to Condominium Declaration, and the Allocated Interests added by such Amendment to Condominium Declaration (the "Added Allocated Interests");

(b) The Units, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Units as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Units"), as set forth in Exhibit B prior to recordation of an Amendment to Condominium Declaration, and the Units added by such Amendment to Condominium Declaration (the "Added Units");

(c) The initial Allocated Interests shall be as set forth in Exhibit B. Prior to the date of recording of every Amendment to Condominium Declaration, the Declarant shall determine the Added Units and Added Allocated Interests for such Amendment in accordance with the Unit names and corresponding Unit quantities and square footages as set forth in Exhibit F, for the Units added to the Property, and such determination shall be unconditionally binding and conclusive for all purposes notwithstanding the market values or actual or surveyed square footages of any Unit or Units. The Declarant shall amend Exhibit B, in accordance with its determination, prior to recordation of each Amendment;

(d) The Units shall be entitled to their respective percentages of ownership interest in the Allocated Interests, as set forth in Exhibit B to such Amendment to Condominium Declaration, subject to any further amendments;

(e) All of the provisions of this Declaration, as amended by every successive Amendment to Condominium Declaration, shall be deemed to apply to all of the Units (both the Added Units and the Existing Units) and to all of the Allocated Interests (both the Added Allocated Interests and the Existing Allocated Interests); and

(f) The recording of an Amendment to Condominium Declaration shall not alter or affect the amount of any lien for Common Expenses due from the Owner of any Existing Unit prior to such recording, nor the respective amounts theretofore assessed to or due from the Owner or Owners of Existing Units for Common Expenses or other assessments.

11.4 Determination of Amendments to duties to pay Shared Facilities Expenses and Hotel Expenses. The respective duties to pay Shared Facilities Expenses and Hotel Expenses (as set forth in Sections 6.9 and 6.10, and as otherwise provided in this Declaration) allocable to every Unit, as amended by each Amendment to Condominium Declaration, shall be determined as follows:

(a) The duties of Unit Owners to pay Shared Facilities Expenses and Hotel Expenses shall be reflected as a percentage of the entire Shared Facilities Expenses and Hotel Expenses, as set forth on Exhibit D, subject to amendment by each Amendment to Condominium Declaration;

(b) Prior to the date of recording of every Amendment to Condominium Declaration, the Declarant shall calculate amended and new percentages of the duties of all Unit Owners, as a result of the Amendment, to pay Shared Facilities Expenses and Hotel Expenses, in accordance with the Unit names and corresponding Unit quantities and square footages as set forth in Exhibit G, for the Units added to the Property, and such determination shall be unconditionally binding and conclusive for all purposes notwithstanding the market values or actual or surveyed square footages of any Unit or Units. The Declarant shall amend Exhibit D, in accordance with its determination, prior to recordation of each Amendment;

(c) The Units shall pay their respective percentages of Shared Facilities Expenses and Hotel Expenses, as set forth in Exhibit D to such Amendment to Condominium Declaration, subject to any further amendments;

(d) All of the provisions of this Declaration, as amended by every successive Amendment to Condominium Declaration, shall be deemed to apply to the payment of Shared Facilities Expenses and Hotel Expenses; and

(e) The recording of an Amendment to Condominium Declaration shall not alter or affect the amount of any lien for Shared Facilities Expenses or Hotel Expenses due from the Owner of any Existing Unit prior to such recording, nor the respective amounts theretofore assessed to or due from the Owner or Owners of Existing Units for Shared Facilities Expenses and Hotel Expenses or other assessments.

11.5 Existing Mortgages. Upon recording of every Amendment to Condominium Declaration, the lien of every mortgage encumbering an Existing Unit, together with its appurtenant percentage of ownership interest in the Existing Allocated Interests, shall automatically be deemed to be adjusted and amended to encumber such Unit and the respective percentage of ownership interest in the Allocated Interests for such Existing Unit as set forth in such Amendment to Condominium Declaration, and the lien of such mortgage shall automatically attach to such percentage interest in the Added Allocated Interests.

11.6 Binding Effect. Every Unit Owner and every mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Unit Owner, by such

person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit Ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of Articles 11 and 12; (ii) the recording of every Amendment to the Declaration which may amend and adjust such person's or entity's respective percentage of ownership interest in the Allocated Interests including the Existing Allocated Interests and the Added Allocated Interests from time to time as provided in this Article 11; and (iii) all of the provisions of every Amendment to the Declaration which may hereafter be recorded in accordance with the provisions of this Article 11. A power coupled with an interest is hereby granted to the Declarant as attorney-in-fact to amend and adjust the percentages of undivided ownership interest in the Allocated Interests from time to time in accordance with every such Amendment, to Condominium Declaration recorded pursuant hereto. The acceptance by any persons or entities of any deed, mortgage or other instrument with respect to any Unit Ownership, in addition to the foregoing, shall be deemed to constitute a consent and agreement to and acceptance and confirmation by such person or entity of such power to such attorney-in-fact and of each of the following provisions as though fully set forth in such deed, mortgage or other instrument:

(a) The percentage of ownership interest in the Allocated Interests appurtenant to such Unit shall automatically be deemed reconveyed effective upon the recording of every Amendment to Condominium Declaration and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in every such Amendment;

(b) Such deed, mortgage or other instrument shall be deemed given upon a conditional limitation to the effect that the percentage of ownership interest in the Allocated Interests appurtenant to such Unit shall be deemed divested pro tanto upon the recording of every such Amendment to Condominium Declaration and revested and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in every such Amendment to Condominium Declaration;

(c) To the extent required for the purposes of so amending and adjusting such percentages of ownership interest in the Allocated Interests as aforesaid, a right of revocation shall be deemed reserved by the grantor of such deed, mortgage or other instrument with respect to such percentage of ownership interest in the Allocated Interests granted therein;

(d) Such adjustments in the percentages of ownership interest in the Allocated Interests as set forth in every such Amendment to Condominium Declaration, shall be deemed to be made by agreement of all Unit Owners and other persons having any interest in the Property, and shall also be deemed to be an agreement of all Unit Owners and such other persons to such changes within the contemplation of the Act; and

(e) Every Unit Owner, by acceptance of the deed conveying such Unit Owner's Unit Ownership, agrees for himself or herself and all those claiming under such Unit Owner, including mortgagees, that this Declaration, and every Amendment to Condominium Declaration, is and shall be deemed to be in accordance with the Act.

ARTICLE 12

TRANSFER OF A UNIT, DECLARANT'S RIGHT OF REPURCHASE

12.1 Unrestricted Transfers. Subject to Section 12.2 hereof, a Unit Owner may, without restriction under this Declaration, sell, give, devise, convey, mortgage, lease or otherwise transfer such Unit Owner's entire Unit. Notice of such transfer shall be given to the Board, in the manner provided herein for the giving of notices, within five (5) days following consummation of such transfer.

12.2 Declarant's Right of Repurchase. The following provisions of this Section 12.2 shall apply to all Hotel Unit Owners, and shall take effect after the "Closing Date" of each Hotel Unit, as that term is defined in the Purchase and Sale Agreement.

(a) Each Hotel Unit Owner, on behalf of himself and all of his heirs, successors and assigns in the Unit Ownership, by accepting the initial conveyance of a Unit within the Hotel- Condominiums at Grand Sierra Resort, grants Declarant and all of its successors and assigns a perpetual right to repurchase the Unit and all FF&E acquired with the Unit, on the terms and conditions hereinafter set forth. Each Hotel Unit Owner shall notify Declarant in writing that it has received an offer to purchase the Unit Ownership and the FF&E which must be conveyed with the Unit pursuant to Section 4.5(b)(i), which notice shall contain the name and address of the proposed purchaser and shall contain a copy of the offer, including all of the terms and conditions of sale, signed by the proposed purchaser. Declarant shall have the right within ten (10) days after actual receipt of the copy of the offer within which to repurchase the Unit Ownership and the FF&E, which right shall be exercised by written notice to the Hotel Unit Owner within such ten (10) day time period, on the following terms:

- (i) If on the day the Declarant actually receives a copy of the offer, the sale, from the Declarant to third parties, of less than 660 Hotel Units have closed, then (i) Declarant's price to purchase the Unit Ownership and FF&E shall be the Purchase Price, as set forth in Paragraph 1(a) of the Purchase and Sale Agreement for the Unit (plus the cost of any improvements or betterments made at the Unit Owner's expense in accordance with the terms and conditions of this Declaration or the Purchase and Sale Agreement, if any, which costs shall be established by copies of paid bills delivered to Declarant at the time of giving of the Unit Owner's ten (10) day notice to Declarant), plus or minus proration of general real estate taxes, prepaid insurance premiums, utility charges, monthly assessments and other similar proratable items; (ii) the Hotel Unit Owner shall convey good and marketable title to the Unit Ownership by special warranty deed to Declarant or its designee, and the FF&E by bill of sale with warranties of title, subject only to those Permitted Exceptions (excluding acts of Purchaser) existing at closing and any acts of Declarant; (iii) closing of the repurchase shall be effected through an escrow similar to that described in Paragraph 5(b) of the Purchase and Sale Agreement;

(iv) the Hotel Unit Owner shall bear all costs of the escrow and title insurance; and (v) any Nevada and Washoe County transfer taxes shall be paid by the Hotel Unit Owner, and any City of Reno real estate transaction tax shall be paid by Declarant.

- (ii) If on the day the Declarant actually receives a copy of the offer, the sale, from the Declarant to third parties, of 660 Hotel Units or more have closed (i) the price of the Unit Ownership and FF&E shall be the price set forth in the copy of the offer conveyed to Declarant under this Section, plus or minus proration of general real estate taxes, prepaid insurance premiums, utility charges, monthly assessments and other similar proratable items; (ii) the Hotel Unit Owner shall convey good and marketable title to the Unit Ownership by special warranty deed to Declarant or its designee, and the FF&E by bill of sale with warranties of title, subject only to those Permitted Exceptions (excluding acts of Purchaser) existing at closing and any acts of Declarant; (iii) closing of the repurchase shall be effected through an escrow similar to that described in Paragraph 5(b) of the Purchase and Sale Agreement; (v) the Hotel Unit Owner and Declarant each shall bear one-half of the costs of the escrow; (vi) the Hotel Unit Owner shall bear the cost of title insurance in the amount of the offer price; and (vii) the Hotel Unit Owner and Declarant each shall bear one-half of the costs of any Nevada and Washoe County transfer taxes, and any City of Reno real estate transaction tax.

(b) If Declarant notifies the Hotel Unit Owner within said ten (10) day period of its election to repurchase the Unit Ownership and all FF&E, then such repurchase shall be closed and possession delivered to Declarant within thirty (30) days after the giving of Declarant's notice of such election. In the event of Declarant's repurchase of the Unit Ownership and all FF&E as provided herein, the Hotel Unit Owner agrees to reconvey the Unit Ownership and FF&E to Declarant in the same physical condition as at closing, except for ordinary wear and tear.

(c) If Declarant gives written notice to the Hotel Unit Owner within said ten (10) day period that it does not elect to exercise said repurchase right, or if Declarant fails to give written notice to Purchaser during the ten (10) day period, then the Hotel Unit Owner may proceed to consummate the proposed sale; provided, however, that if the Hotel Unit Owner fails to close the proposed sale with the proposed purchaser at the purchase price and on the other terms and conditions contained in the aforesaid written notice to Declarant (except for extensions of the closing date collectively amounting to no more than four (4) months beyond the closing date contained in the offer), the right of repurchase granted to Declarant herein shall remain in effect and shall be applicable to the proposed sale as modified, and to any subsequent proposed sale by the Hotel Unit Owner of the Unit Ownership.

(d) Declarant shall have the right to execute and deliver to any one or more Hotel Unit Owners a release of Declarant's rights under this Section 12.2.

(e) Any purported sale of a Hotel Unit in violation of the provisions of this Section 12.2 shall be null and void and of no force and effect. The deed to be delivered by Declarant to each Hotel Unit Owner on the Closing Date, as defined in the Purchase and Sale Agreement, shall contain provisions incorporating the foregoing right of repurchase, and stipulating that it binds the grantee under the deed and its successors and assigns by acceptance of a deed.

(f) For purposes of this Section 12.2 "sell" or "sale" means: any sale, transfer or other voluntary conveyance of the Unit Ownership; lease with an option to purchase the Unit Ownership; any assignment (except for collateral purposes only) of all or any portion of the beneficial interest or power of direction under any trust which owns legal or beneficial title to the Unit Ownership for consideration; or sale or transfer of substantially all of the stock, partnership or membership interests of a corporation, partnership or limited liability company which owns legal or beneficial title to the Unit Ownership.

(g) Declarant's right of repurchase under this Section 12.2 shall be subordinate to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit Ownership.

12.3 Financing of Purchase by Association. The Board shall have authority to make such mortgage arrangements and other financing arrangements, and to authorize such special assessments proportionately among the respective Unit Owners, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit Ownership, or interest therein, by the Association.

12.4 Miscellaneous.

(a) The Association shall hold title to or lease any Unit Ownership, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, mortgage, lease or sublease said Unit Ownership on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold (other than pursuant to a foreclosure or deed in lieu of foreclosure) for less than the amount paid by the Association to purchase said Unit Ownership unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount. All of the net proceeds from such a sale, mortgage, lease or sublease shall be applied in such manner as the Board shall determine.

(b) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article 12, for the purpose of implementing and effectuating said provisions.

ARTICLE 13

GENERAL PROVISIONS

13.1 Manner of Giving Notices. Notices provided for in this Declaration and in the Act to be given to the Board or Association shall be in writing and addressed to the Unit address of each member of the Board or at such other address as otherwise provided herein. Notices provided for in this Declaration and in the Act to any Unit Owner shall be in writing and

addressed to the Unit address of said Unit Owner, or at such other address as otherwise provided in the Purchase and Sale Agreement or designated by the Unit Owner. Any Unit Owner may designate a different address or addresses for notices to such Unit Owner by giving written notice of his change of address to the Board or Association, and to the Declarant. Unless otherwise specifically provided herein, any notice shall be deemed received when delivered as it relates to personal delivery, nationally recognized overnight courier service or facsimile with proof of transmission (provided any such delivery or transmission must be received on or before 5:00 p.m. Nevada time on such date of delivery in order for such notice to be effective as of the date of delivery), and any notice mailed as aforesaid shall be deemed received three (3) business days after deposit in the United States mail. Notice of change of address for receipt of notices, demands or requests shall be sent in the manner set forth in this Section 13.1.

13.2 Notice to Mortgagees. Upon written request to the Board, notices shall be given to a First Mortgagee as required under Article 10.

13.3 Notices of Estate or Representatives. Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his, her or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

13.4 Conveyance and Leases. Each grantee of the Declarant, each subsequent grantee by the acceptance of a deed of conveyance, and each tenant under a lease for a Unit Ownership, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and/or equitable servitudes and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

13.5 No Waivers. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.6 Change, Modification or Rescission. No provision of this Declaration affecting the rights, privileges and duties of the Declarant may be modified without its written consent. Except as otherwise expressly provided herein, other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the President or a Vice-President of the Association, and approved by the Unit Owners having, in the aggregate, at least seventy-five percent (75%) of the total vote, at a meeting called for that purpose; provided, however, that (i) all First Mortgagees have been notified by certified mail of any change, modification or rescission, (ii) an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument and (iii) any provisions herein which specifically grant rights to First Mortgagees, Insurers or Guarantors may be amended only with the written consent of all such

First Mortgagees, Insurers or Guarantors, except in those instances in which the approval of less than all First Mortgagees is required. Any such change, modification or rescission shall be effective, upon recordation of such instrument in the Office of the County Recorder of Washoe County, Nevada; provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act.

13.7 Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

13.8 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provisions, (ii) the rule restricting restraints on alienation, or (iii) any statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Nevada Governor, Kenny Guinn.

13.9 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a hotel condominium development consistent with the standard set forth in Section 4.5(c) hereof.

13.10 Ownership by Land Trustee. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

13.11 Special Amendment. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Department of Veteran's Affairs (formerly known as the Veteran's Administration), the American Land Title Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownerships, (iii) to bring this

Declaration into compliance with the Act, or (iv) to correct clerical or typographical or similar errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit Ownership, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a Unit Ownership.

13.12 Assignments by Declarant. All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

13.13 Intellectual Property Rights. At any time during which Grand Sierra Operating Corp. or any parent, subsidiary or affiliate thereof is engaged in the development, sale or management of the Condominium, the Identity (as such term is defined below) may be made available for use by the Condominium, the Association and the management company for the Condominium pursuant to a license agreement with the party or parties owning the rights to the use of the Identity; provided, however, that the terms of such use are at all times subject to the terms and conditions of, and the privileges established in, the license agreement granting such rights, which license may be revoked at any time. Neither the Association, the Board nor any Unit Owner (by virtue of any such Unit Owner's ownership interest in a Unit and such Unit Owner's percentage ownership interest in the Common Elements) shall have any right to the use of the Identity in any manner whatsoever by virtue of any such party's interest in the Condominium or otherwise. The "Identity" shall mean the name, likeness, image or indicia of "Grand Sierra Resort," or any variation thereof.

13.14 Hotel Management Company. The Declarant shall have the sole and absolute discretion to select, appoint, designate, terminate, renew and otherwise engage the Hotel Management Company, from time to time, on such terms and conditions as shall be determined, from time to time, by the Declarant and the Hotel Management Company. Neither the Association nor the Unit Owners shall have any right to determine which company the Declarant selects as the Hotel Management Company or the terms and conditions of such engagement, both of which shall be determined by the Declarant and the Hotel Management Company, in their sole and absolute discretion. The Declarant hereby reserves the right, in its sole discretion, to manage the Hotel or Property itself or to utilize a nationally branded hotel management company or a local management company that may or may not be an affiliate of the Declarant. The Declarant makes no representations as to the identity of the manager, and each purchaser of a Unit hereby

waives any and all claims of injury or default relating to the identity of any manager or future manager of the Hotel or the Property.

13.15 Dispute Resolution Addendum Agreement, and Agreement to Modify Statutorily Implied Warranties of Quality, to Run with the Land. The Dispute Resolution Addendum Agreement, and Agreement to Modify Statutorily Implied Warranties of Quality, attached to the Purchase and Sale Agreement for each Hotel Unit as Exhibits "I" and "J," respectively, shall run with and burden each Unit Ownership, and all Persons having or acquiring any right, title or interest in each Unit Ownership, or any part thereof, and their successive owners, heirs, successors, and assigns, and shall be enforceable as covenants running with the land and/or equitable servitudes.

IN WITNESS WHEREOF, Grand Sierra Operating Corp. has caused this Declaration to be signed this 8th day of June, 2007.

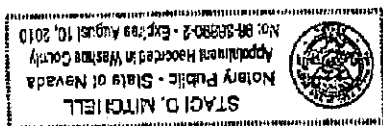
GRAND SIERRA OPERATING CORP., a Nevada Corporation

By: [Signature]
Roberts H. Pace, Jr.
Executive Vice President &
Chief Operating Officer

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

I, Staci D Mitchell, a Notary Public in and for the County and State aforesaid, do hereby certify that Roberts H. Pace, Jr., as Executive Vice President & Chief Operating Officer of Grand Sierra Operating Corp., a Nevada corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act and the free and voluntary act of such company in his capacity as the Executive Vice President & Chief Operating Officer of said company, for the uses and purposes therein set forth.

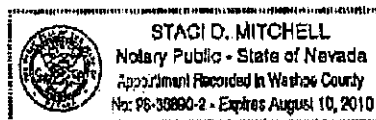
GIVEN under my hand and notarial seal this 8th day of June, 2007:



[Signature]
Notary Public

My Commission Expires:

August 10, 2010



CONSENT OF BENEFICIARY OF DEED OF TRUST

WELLS FARGO BANK, N.A., as trustee for the benefit of holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-FL2 and for the holders of the Non-Trust Partition Interests, as the legal owner and holder of the original promissory note(s) and all other indebtedness secured by the following described Deed of Trust:

TRUSTOR:	Grand Sierra Operating Corp., a Nevada Corporation
TRUSTEE:	Stewart Title of Northern Nevada, a Nevada Corporation
BENEFICIARY:	WELLS FARGO BANK, N.A., as trustee for the benefit of holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-FL2 and for the holders of the Non-Trust Partition Interests

recorded in the office of the County Recorder of Washoe County, Nevada, on June 23, 2006, in Book 1, as Document No. 3404772, hereby consents to the execution and recording of the within Declaration and agrees that said Deed of Trust is subject thereto and to the provisions of the Uniform Common-Interest Ownership Act of the State of Nevada.

IN WITNESS WHEREOF, WELLS FARGO BANK, N.A., as trustee for the benefit of holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-FL2 and for the holders of the Non-Trust Partition Interests, has caused this Consent of Beneficiary of Deed of Trust to be signed by its duly authorized officer on its behalf, this 13 day of June, 2007.

WELLS FARGO BANK, N.A., as trustee for the benefit of holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-FL2 and for the holders of the Non-Trust Partition Interests

By: WACHOVIA BANK, NATIONAL ASSOCIATION, solely in its capacity as Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of November 1, 2006

By: [Signature]
Name: Michael Farrell Title: Vice President

STATE OF NORTH CAROLINA)
) SS
COUNTY OF MECKLENBURG)

On this 7th day of June, 2007, personally appeared before me Michael Farrell, as Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, acting in its authorized capacity as Servicer for and on behalf of WELLS FARGO BANK, N.A., as trustee for the benefit of holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-FL2 and for the holders of the Non-Trust Partition Interests, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said entities, before me. He/she is personally known to me or has produced a driver's license as identification.

[Signature]
Notary Public

My commission expires: 10/26/2011

(Notary Seal)

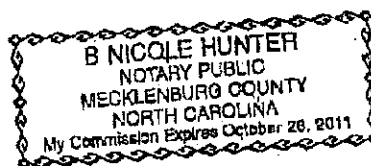


EXHIBIT A

**LEGAL DESCRIPTIONS OF THE PROPERTY AND THE PARCEL,
AND
COPIES OF MAPS TO BE PROVIDED PRIOR TO RECORDING**

LEGAL DESCRIPTION OF THE PROPERTY

Order No.: 507198

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of, described as follows:

PARCEL 1:

All that certain lot, piece or parcel of land situated in the City of Reno, County of Washoe, State of Nevada, Section Seven (7), Township Nineteen (19) North, Range Twenty (20) East, N.D.M.:

BEGINNING at the Northwest corner of Parcel Map No. 340, recorded November 10, 1976, Official Records, Washoe County, Nevada, said POINT OF BEGINNING being further described as lying on the Southerly right of way of Glendale Avenue;

THENCE North 88°18'47" East along said Southerly right of way 347.44 feet to a found 5/8" rebar with cap, stamped "Summit Engineers RLS 4787", said point also being the Northeast corner of Parcel 1 of Parcel Map 338, recorded November 10, 1976, Official Records, Washoe County, Nevada;

THENCE South 00°06'54" East along the East line of said Parcel 1, a distance of 209.59 feet;

THENCE South 89°53'06" West, 174.30 feet;

THENCE South 00°06'54" East, 158.86 feet to the South line of said Parcel 2;

THENCE North 89°23'54" West along said South line, a distance of 174.31 feet to a found 5/8" rebar, being the Southwest corner of said Parcel 1;

THENCE North 00°08'36" East along the West line of Parcel 1, a distance of 356.44 feet to the POINT OF BEGINNING.

Said parcel is also shown as Adjusted Parcel 2 on Record of Survey No. 3004.

APN: 012-211-24.

PARCEL 1-A:

A non-exclusive easement for the right, privilege and authority
Continued on next page

-1-

SCHEDULE A
CLTA PRELIMINARY REPORT
(12/82)

STEWART TITLE
Guaranty Company

Order No. 507198

for the purpose only of ingress and egress of vehicles and/or persons in, upon and over the roadway and cuts, located on the land and premises, situated in the County of Washoe, State of Nevada, described as follows:

The following describes a parcel of ground located within the South 1/2 of Section 7, Township 19 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada, and being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel B, as shown on Parcel Map No. 227, filed in the office of the Washoe County Recorder on the 26th day of February, 1976, File No. 297925; thence South 89°33'54" East, 51.51 feet;

THENCE North 89°53'06" East, 10.00 feet to the true point of beginning; thence North 0°06'54" West, 29.91 feet, thence 15.71 feet on the arc of a tangent curve to the left, having a radius of 10.00 feet and a central angle of 90°00'00"; thence North 0°06'54" West, 60.00 feet; thence 15.71 feet on the arc of a curve to the left whose tangent bears North 89°53'06" East, having a radius of 10.00 feet and a central angle of 90°00'00"; thence North 0°06'54" West, 80.00 feet; thence 15.71 feet on the arc of a tangent curve to the left, having a radius of 10.00 feet and a central angle of 90°00'00";

THENCE North 0°06'54" West, 60.00 feet; thence 15.71 feet on the arc of a curve to the left, whose tangent bears North 89°53'06" East, having a radius of 10.00 feet and a central angle of 90°00'00"; thence North 0°06'54" West, 90.00 feet;

THENCE 18.55 feet on the arc of a tangent curve to the right, having a radius of 9.72 feet and a central angle of 91°37'19" to a point on the Southerly right of way of Glendale Avenue; thence along said Southerly right of way line North 88°15'47" East, 69.74 feet; thence departing said Southerly right of way line, 15.42 feet on the arc of a curve to the right, whose tangent bears South 88°15'47" West, having a radius of 10.00 feet and a central angle of 88°22'41"; thence South 0°06'54" East, 361.51 feet; thence South 89°53'06" West, 50.00 feet to the true point of beginning.

Continued on next page

Order No. 507198

EXCEPT all that portion of said easement lying within the hereinabove described Parcel 1.

Document Number 2292358 is provided pursuant to the requirements of Section 2. NRS 111.312

PARCEL 2:

A portion of the North Half (N 1/2) of Section 18, Township 19 North, Range 20 East, M.D.M., more particularly described as follows:

COMMENCING at the Section corner common to Sections 7, 8, 17 and 18, Township 19 North, Range 20 East, M.D.M. and proceeding South 10°25'59" East, a distance of 99.98 feet to a 1/2 inch diameter pin, said pin being at the Northeast corner of that land conveyed from Matley, et al, to Lee Brothers, in a deed recorded as Document No. 306898 of the Official Records of Washoe County, Nevada; thence North 89°00'20" West, along the Northerly line of said Parcel, a distance of 663.20 feet to a 1/2 inch diameter iron pin; thence South 00°59'40" West, a distance of 187.77 feet to a 1/2 inch diameter iron pin; thence North 84°35'28" West, a distance of 24.46 feet to the TRUE POINT OF BEGINNING; thence North 84°35'28" West, a distance of 231.51 feet; thence South 00°54'52" West, a distance of 370.06 feet to a galvanized steel fence post; thence North 54°40'01" West, a distance of 335.84 feet to a point on the Southerly right of way line of Greg Street; thence along the Southerly right of way line of Greg Street the following four (4) courses and distances: 1) North 47°53'37" East, a distance of 232.02 feet; 2) from a tangent which bears the last named course, along a circular curve to the right with a radius of 760.00 feet and a central angle of 19°23'42", an arc length of 257.27 feet to a point of compound curvature; 3) along said compound circular curve to the right with a radius of 45.00 feet and central angle of 83°54'13", an arc length of 65.90 feet; 4) South 28°42'20" East a distance of 134.97 feet to the TRUE POINT OF BEGINNING, all as shown and set forth on that certain Record of Survey for M&M GRAND, filed in the office of the County Recorder of Washoe County, Nevada, on November 24, 1981, as File No. 769945.

APN: 012-231-39

Continued on next page

Order No. 507198

Document Number 2292339 is provided pursuant to the requirements of Section 1. NRS 111.312

PARCEL 3:

A parcel of land situate in Sections 7 & 18, Township 19 North, Range 20 East, N.D.M., Reno, Washoe County, Nevada, and more particularly described as follows:

Beginning at the intersection of the Northerly line of Mill Street with the Easterly line of U.S. Highway 395 as shown on Record of Survey Map Number 1518, File Number 759946 of the Official Records of Washoe County, Nevada, from which the Northeast corner of said Section 18 bears North $86^{\circ}22'08''$ East a distance of 3260.13 feet; thence along the Easterly line of Interstate 580 the following eight (8) courses and distances; 1) North $09^{\circ}34'52''$ West, a distance of 352.44 feet; 2) North $03^{\circ}28'08''$ West, a distance of 425.16 feet; 3) North $01^{\circ}28'55''$ West, a distance of 498.41 feet; 4) North $01^{\circ}24'09''$ West, a distance of 434.30 feet; 5) from a tangent which bears North $01^{\circ}25'23''$ West, along a circular curve to the right with a radius of 858.06 feet and a central angle of $36^{\circ}09'39''$, an arc length of 541.54 feet; 6) from a tangent which bears North $34^{\circ}44'16''$ East along a circular curve to the left with a radius of 900.00 feet and a central angle of $28^{\circ}28'08''$, an arc length of 447.19 feet; 7) North $06^{\circ}15'08''$ East a distance of 117.19 feet; 8) from a tangent which bears the last named course, along a circular curve to the right with a radius of 61.15 feet and a central angle of $83^{\circ}37'49''$, an arc length of 89.26 feet to a point on the Southerly line of Glendale Avenue; thence along the Southerly line of Glendale Avenue the following four (4) courses and distances; 1) North $89^{\circ}53'57''$ East, a distance of 196.41 feet; 2) North $00^{\circ}06'21''$ East, a distance of 4.00 feet; 3) North $89^{\circ}53'57''$ East, a distance of 11.17 feet; 4) North $88^{\circ}16'07''$ East, a distance of 30.83 feet to a point on the Westerly line of Watson and Maehan Corporation Property, said point being the Northeast corner of Parcel No. 1, as shown on the Parcel Map No. 340, filed in the Office of Washoe County Recorder on November 10, 1976 File No. 434453; thence along the Westerly, Southerly, and Easterly lines of said Watson and Maehan Corporation Property the following three (3) courses and distances: 1) South $00^{\circ}05'56''$ West, a distance of 355.44 feet; 2) South

Continued on next page

Order No. 507198

89°23'34" East, a distance of 348.82 feet; 3) North 00°05'34" West, a distance of 369.83 feet to a point on the southerly right of way line of Glendale Avenue, said point being the Northeast corner of Parcel No. 1, as shown on the Parcel Map No. 338, filed in the Office of Washoe County Recorder on November 10, 1976, File No. 434451; thence North 88°16'07" East, along the southerly right of way line of Glendale Avenue, a distance of 156.66 feet; thence South 02°12'06" East a distance of 4.24 feet to the Northeast corner of a concrete block wall, thence South 02°12'06" East, along Easterly side of said block wall, a distance of 13.05 feet to an angle point in said block wall; thence North 88°00'20" East, along the Northerly line of said block wall, a distance of 51.31 feet to a chain link fence; thence along said chain link fence the following seventeen (17) courses and distances; 1) South 88°11'19" East, a distance of 10.04 feet; 2) South 79°03'12" East, a distance of 10.54 feet; 3) South 70°04'24" East, a distance of 9.08 feet; 4) South 56°48'54" East, a distance of 10.33 feet; 5) South 52°50'24" East, a distance of 49.76 feet; 6) South 49°03'32" East, a distance of 10.57 feet; 7) South 38°43'47" East, a distance of 78.93 feet; 8) South 41°22'11" East, a distance of 10.14 feet; 9) South 48°20'20" East, a distance of 10.07 feet; 10) South 54°50'53" East, a distance of 10.04 feet; 11) South 59°44'13" East, a distance of 39.96 feet; 12) South 50°21'10" East, a distance of 10.37 feet; 13) South 39°50'28" East, a distance of 10.12 feet; 14) South 31°57'47" East, a distance of 105.60 feet; 15) South 20°08'38" East, a distance of 76.52 feet; 16) South 34°15'10" East, a distance of 165.32 feet; 17) South 14°17'58" East, a distance of 279.78 feet; thence along a line that is more or less coincident with said chain link fence the following fifteen (15) courses and distances; 1) South 06°44'10" East, a distance of 109.36 feet; 2) South 08°15'13" East, a distance of 158.53 feet; 3) South 27°57'06" East, a distance of 129.07 feet; 4) South 43°18'46" East, a distance of 228.10 feet; 5) South 44°58'46" East, a distance of 133.07 feet; 6) South 38°2'46" East, a distance of 64.06 feet; 7) South 47°15'56" East, a distance of 107.92 feet; 8) South 50°50'59" East, a distance of 489.05 feet; 9) South 55°41'02" East, a distance of 45.81 feet; 10) South 46°38'29" East, a distance of 98.99 feet; 11) South 63°53'42" East a distance of 151.20 feet; 12) South 52°31'06" East, a distance of 151.08 feet; 13)

Continued on next page

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North 78°53'28" East, a distance of 75.55 feet; 14) South 73°46'40" East, a distance of 132.04 feet; 15) South 64°35'20" East, a distance of 98.69 feet to a point on the Northerly right of way line of Greg Street; thence along the Northerly right of way line of Greg Street the following ten (10) courses and distances: 1) South 20°40'40" West, a distance of 294.78 feet; 2) from a tangent which bears South 47°48'19" West, along a circular curve to the right with a radius of 750.00 feet and a central angle of 27°10'38", and arc length of 388.78 feet; 3) South 74°58'57" West, a distance of 120.67 feet; 4) from a tangent which bears the last named course, along a circular curve to the right with a radius of 36.00 feet and a central angle of 31°49'47", an arc length of 20.00 feet to a point of compound curvature; 5) along said compound circular curve to the right with a radius of 116.00 feet and a central angle of 31°40'13", an arc length of 66.14 feet; 6) South 71°14'17" West, a distance of 80.82 feet; 7) South 11°03'06" East, a distance of 8.54 feet; 8) from a tangent which bears the last named course, along a circular curve to the right with a radius of 36.00 feet and a central angle of 76°26'01", an arc length of 48.02 feet to a point of reverse curvature; 9) along said reverse circular curve to the left with a radius of 804.00 feet and a central angle of 17°21'58", an arc length of 183.42 feet; 10) South 47°58'57" West, a distance of 824.62 feet to the Northeast corner of parcel conveyed to Bruno Banna, et al, recorded as Document No. 83899, Official Records of Washoe County, Nevada; thence North 63°46'57" West along the Northerly line of said Banna Parcel, a distance of 1099.65 feet to the Northeast corner of Parcel B as shown on Parcel Map No. 341, filed in the office of Washoe County recorded on November 10, 1976, File No. 434464, thence South 26°13'03" West, along the Easterly line of said Parcel B, a distance of 266.37 feet; thence South 18°46'57" East and distance of 28.28 feet to a point on the Northerly right of way line of Mill Street; thence North 63°44'52" West, along said Northerly right of way line, a distance of 80.00 feet; thence North 25°13'08" East, a distance of 286.32 feet to the Northerly line of said Banna Parcel; thence from a tangent which bears North 03°43'05" East, along a circular curve to the left with a radius of 86.58 feet and a central angle of 81°31'28" an arc length of 123.19 feet; thence North 77°49'23" West a distance of 234.00 feet; thence South 26°13'03" West a distance of 280.15 feet to the

Continued on next page

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Northerly line of Mill Street; thence North $63^{\circ}44'52''$ West, along the Northerly line of Mill Street, a distance of 208.34 feet to the Point of Beginning.

said land is shown and delineated as Parcel A on Record of Survey Map No. 3804, recorded June 23, 2000 as Document No. 2458502, Official Records.

BASIS OF BEARINGS: Recorded of Survey Map Number 2775, File No. 1834848 of the Official Records of Washoe County, Nevada; NAD 83, Nevada West Zone.

APN: 012-211-26

Document Number 2458501 is provided pursuant to the requirements of Section 1, NRS 111.312

LEGAL DESCRIPTION OF THE PARCEL

LEGAL DESCRIPTION
HOTEL CONDOMINIUMS AT GRAND SIERRA RESORT
June 12, 2007

PHASE 1A:

A portion of Parcel A as shown on Record of Survey Map Number 3804, located between an elevation of 4630.80 and an elevation of 4642.05 within the following described parcel within Section 7, Township 19 North, Range 20 East, M.D.M., Reno, Washoe County, Nevada:

Beginning at a point from which the Southeast corner of said Section 7 bears South 72°02'35" East a distance of 2423.93 feet; thence South 83°13'24" West a distance of 67.50 feet; thence North 06°46'36" West a distance of 114.50 feet; thence South 83°13'24" West a distance of 162.67 feet; thence North 06°46'36" West a distance of 75.33 feet; thence North 83°13'24" East a distance of 162.67 feet; thence North 06°46'36" West a distance of 114.50 feet; thence North 83°13'24" East a distance of 67.50 feet; thence South 06°46'36" East a distance of 114.50 feet; thence North 83°13'24" East a distance of 328.83 feet; thence South 06°46'36" East a distance of 67.50 feet; thence South 83°13'24" West a distance of 138.33 feet; thence South 06°46'36" East a distance of 7.83 feet; thence South 83°13'24" West a distance of 190.50 feet; thence South 06°46'36" East a distance of 114.50 feet to the Point of Beginning.

PHASE 1B:

A portion of Parcel A as shown on Record of Survey Map Number 3804, located between an elevation of 4642.05 and an elevation of 4653.30 within the following described parcel within Section 7, Township 19 North, Range 20 East, M.D.M., Reno, Washoe County, Nevada:

Beginning at a point from which the Southeast corner of said Section 7 bears South 72°02'35" East a distance of 2423.93 feet; thence South 83°13'24" West a distance of 67.50 feet; thence North 06°46'36" West a distance of 114.50 feet; thence South 83°13'24" West a distance of 162.67 feet; thence North 06°46'36" West a distance of 75.33 feet; thence North 83°13'24" East a distance of 162.67 feet; thence North 06°46'36" West a distance of 114.50 feet; thence North 83°13'24" East a distance of 67.50 feet; thence South 06°46'36" East a distance of 114.50 feet; thence North 83°13'24" East a distance of 328.83 feet; thence South 06°46'36" East a distance of 67.50 feet; thence South 83°13'24" West a distance of 138.33 feet; thence South 06°46'36" East a distance of 7.83 feet; thence South 83°13'24" West a distance of 190.50 feet; thence South 06°46'36" East a distance of 114.50 feet to the Point of Beginning.

PHASE 2:

A portion of Parcel A as shown on Record of Survey Map Number 3804, located between an elevation of 4653.30 and an elevation of 4664.55 within the following described parcel within Section 7, Township 19 North, Range 20 East, M.D.M., Reno, Washoe County, Nevada:

Beginning at a point from which the Southeast corner of said Section 7 bears South 72°02'35" East a distance of 2423.93 feet; thence South 83°13'24" West a distance of 67.50 feet; thence North 06°46'36" West a distance of 114.50 feet; thence South 83°13'24" West a distance of 162.67 feet; thence North 06°46'36" West a distance of 75.33 feet; thence North 83°13'24" East a distance of 162.67 feet; thence North 06°46'36" West a distance of 114.50 feet; thence North 83°13'24" East a distance of 67.50 feet; thence South 06°46'36" East a distance of 114.50 feet; thence North 83°13'24" East a distance of 320.83 feet; thence South 06°46'36" East a distance of 67.50 feet; thence South 83°13'24" West a distance of 138.33 feet; thence South 06°46'36" East a distance of 7.83 feet; thence South 83°13'24" West a distance of 190.50 feet; thence South 06°46'36" East a distance of 114.50 feet to the Point of Beginning.

PHASE 3:

A portion of Parcel A as shown on Record of Survey Map Number 3804, located between an elevation of 4664.55 and an elevation of 4675.80 within the following described parcel within Section 7, Township 19 North, Range 20 East, M.D.M., Reno, Washoe County, Nevada:

Beginning at a point from which the Southeast corner of said Section 7 bears South 72°02'35" East a distance of 2423.93 feet; thence South 83°13'24" West a distance of 67.50 feet; thence North 06°46'36" West a distance of 114.50 feet; thence South 83°13'24" West a distance of 162.67 feet; thence North 06°46'36" West a distance of 75.33 feet; thence North 83°13'24" East a distance of 162.67 feet; thence North 06°46'36" West a distance of 114.50 feet; thence North 83°13'24" East a distance of 67.50 feet; thence South 06°46'36" East a distance of 114.50 feet; thence North 83°13'24" East a distance of 320.83 feet; thence South 06°46'36" East a distance of 67.50 feet; thence South 83°13'24" West a distance of 138.33 feet; thence South 06°46'36" East a distance of 7.83 feet; thence South 83°13'24" West a distance of 190.50 feet; thence South 06°46'36" East a distance of 114.50 feet to the Point of Beginning.

PHASE 4:

A portion of Parcel A as shown on Record of Survey Map Number 3804, located between an elevation of 4675.80 and an elevation of 4687.05 within the following described parcel within Section 7, Township 19 North, Range 20 East, M.D.M., Reno, Washoe County, Nevada:

Beginning at a point from which the Southeast corner of said Section 7 bears South 72°02'35" East a distance of 2423.93 feet; thence South 83°13'24" West a distance of 67.50 feet; thence North 06°46'36" West a distance of 114.50 feet; thence South 83°13'24" West a distance of 162.67 feet; thence North 06°46'36" West a distance of 75.33 feet; thence North 83°13'24" East a distance of 162.67 feet; thence North 06°46'36" West a distance of 114.50 feet; thence North 83°13'24" East a distance of 67.50 feet; thence South 06°46'36" East a distance of 114.50 feet; thence North 83°13'24" East a distance of 328.83 feet; thence South 06°46'36" East a distance of 67.50 feet; thence South 83°13'24" West a distance of 138.33 feet; thence South 06°46'36" East a distance of 7.83 feet; thence South 83°13'24" West a distance of 190.50 feet; thence South 06°46'36" East a distance of 114.50 feet to the Point of Beginning.

PHASE 5:

A portion of Parcel A as shown on Record of Survey Map Number 3804, located between an elevation of 4687.05 and an elevation of 4698.30 within the following described parcel within Section 7, Township 19 North, Range 20 East, M.D.M., Reno, Washoe County, Nevada:

Beginning at a point from which the Southeast corner of said Section 7 bears South 72°02'35" East a distance of 2423.93 feet; thence South 83°13'24" West a distance of 67.50 feet; thence North 06°46'36" West a distance of 114.50 feet; thence South 83°13'24" West a distance of 162.67 feet; thence North 06°46'36" West a distance of 75.33 feet; thence North 83°13'24" East a distance of 162.67 feet; thence North 06°46'36" West a distance of 114.50 feet; thence North 83°13'24" East a distance of 67.50 feet; thence South 06°46'36" East a distance of 114.50 feet; thence North 83°13'24" East a distance of 328.83 feet; thence South 06°46'36" East a distance of 67.50 feet; thence South 83°13'24" West a distance of 138.33 feet; thence South 06°46'36" East a distance of 7.83 feet; thence South 83°13'24" West a distance of 190.50 feet; thence South 06°46'36" East a distance of 114.50 feet to the Point of Beginning.

PHASE 6:

A portion of Parcel B as shown on Tract Map 4760, located between an elevation of 4698.30 and an elevation of 4709.55 within the following described parcel within Section 7, Township 19 North, Range 20 East, M.D.M., Reno, Washoe County, Nevada:

Beginning at a point from which the Southeast corner of said Section 7 bears South 72°02'35" East a distance of 2423.93 feet; thence South 83°13'24" West a distance of 67.50 feet; thence North 06°46'36" West a distance of 114.50 feet; thence South 83°13'24" West a distance of 162.67 feet; thence North 06°46'36" West a distance of 75.33 feet; thence North 83°13'24" East a distance of 162.67 feet; thence North 06°46'36" West a distance of 114.50 feet; thence North 83°13'24" East a distance of 67.50 feet; thence South 06°46'36" East a distance of 114.50 feet; thence North 83°13'24" East a distance of 328.83 feet; thence South 06°46'36" East a distance of 67.50 feet; thence South 83°13'24" West a distance of 138.33 feet; thence South 06°46'36" East a distance of 7.83 feet; thence South 83°13'24" West a distance of 190.50 feet; thence South 06°46'36" East a distance of 114.50 feet to the Point of Beginning.

PHASE 7:

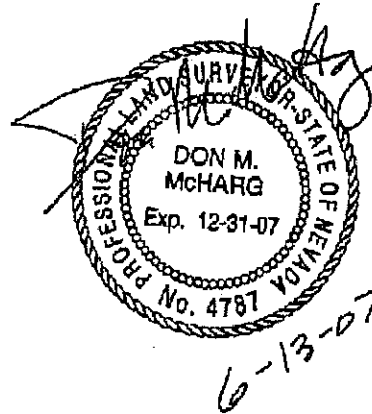
A portion of Parcel B as shown on Tract Map 4760, located between an elevation of 4709.55 and an elevation of 4722.80 within the following described parcel within Section 7, Township 19 North, Range 20 East, M.D.M., Reno, Washoe County, Nevada:

Beginning at a point from which the Southeast corner of said Section 7 bears South 72°02'35" East a distance of 2423.93 feet; thence South 83°13'24" West a distance of 67.50 feet; thence North 06°46'36" West a distance of 114.50 feet; thence South 83°13'24" West a distance of 162.67 feet; thence North 06°46'36" West a distance of 75.33 feet; thence North 83°13'24" East a distance of 162.67 feet; thence North 06°46'36" West a distance of 114.50 feet; thence North 83°13'24" East a distance of 67.50 feet; thence South 06°46'36" East a distance of 114.50 feet; thence North 83°13'24" East a distance of 328.83 feet; thence South 06°46'36" East a distance of 67.50 feet; thence South 83°13'24" West a distance of 138.33 feet; thence South 06°46'36" East a distance of 7.83 feet; thence South 83°13'24" West a distance of 190.50 feet; thence South 06°46'36" East a distance of 114.50 feet to the Point of Beginning.

BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone (NAD 83/94).

BASIS OF ELEVATIONS: NGVD 1988.

Description Prepared By:
Don M. McHarg P.L.S. 4787
Summit Engineering Corporation
5405 Mae Anne Avenue
Reno, Nevada 89523

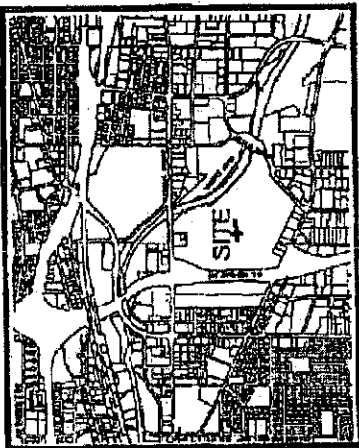


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[COPIES OF MAPS TO BE PROVIDED PRIOR TO RECORDING]

HOTEL CONDOMINIUMS AT GRAND SIERRA RESORT PHASE 7

(INITIATIVE MAP ENTITLED GRAND SIERRA CONDOMINIUMS)



VICINITY MAP
NO SCALE

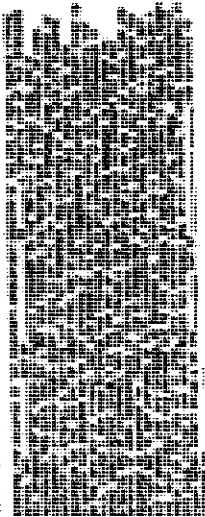
- SHEET INDEX
- 1. INITIATIVE MAP
 - 2. PRELIMINARY SURVEY
 - 3. LEGISLATIVE VETER
 - 4. UNIT 1: RECREATION - FLOOR 24
 - 5. UNIT 2: RECREATION - FLOOR 24
 - 6. UNIT 3: RECREATION - FLOOR 24
 - 7. UNIT 4: RECREATION - FLOOR 24
 - 8. UNIT 5: RECREATION - FLOOR 24
 - 9. UNIT 6: RECREATION - FLOOR 24
 - 10. UNIT 7: RECREATION - FLOOR 24

TAX CERTIFICATE

THE UNDERSIGNED, COUNTY CLERK OF THE COUNTY OF WYOMING, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT SUBJECT TO ANY TAXES OR DUES AS OF THE DATE OF THIS CERTIFICATE.

[Signature]
COUNTY CLERK

CITY CERTIFICATE



COUNTY OF WYOMING, DISTRICT OF _____ DATE _____

OWNER'S CERTIFICATE

I, the undersigned, owner of the above described property, do hereby certify that the same is not subject to any taxes or dues as of the date of this certificate.

[Signature]
OWNER

COUNTY OF WYOMING

THE UNDERSIGNED, COUNTY CLERK OF THE COUNTY OF WYOMING, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT SUBJECT TO ANY TAXES OR DUES AS OF THE DATE OF THIS CERTIFICATE.

[Signature]
COUNTY CLERK

CITY CLERK'S CERTIFICATE

I, the undersigned, City Clerk of the City of _____, do hereby certify that the above described property is not subject to any taxes or dues as of the date of this certificate.

[Signature]
CITY CLERK

THE UNDERSIGNED, COUNTY CLERK OF THE COUNTY OF WYOMING, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT SUBJECT TO ANY TAXES OR DUES AS OF THE DATE OF THIS CERTIFICATE.

[Signature]
COUNTY CLERK

CLERK OF WATER RESOURCES CERTIFICATE

I, the undersigned, Clerk of the Water Resources Department, do hereby certify that the above described property is not subject to any taxes or dues as of the date of this certificate.

[Signature]
CLERK OF WATER RESOURCES

DEPUTY CLERK'S CERTIFICATE

I, the undersigned, Deputy Clerk of the Water Resources Department, do hereby certify that the above described property is not subject to any taxes or dues as of the date of this certificate.

[Signature]
DEPUTY CLERK

CLERK OF PUBLIC WORKS CERTIFICATE

I, the undersigned, Clerk of the Public Works Department, do hereby certify that the above described property is not subject to any taxes or dues as of the date of this certificate.

[Signature]
CLERK OF PUBLIC WORKS

PLACES WHERE WHITE AND GREY

TELE COMPANY CERTIFICATE

I, the undersigned, Telephone Company, do hereby certify that the above described property is not subject to any taxes or dues as of the date of this certificate.

[Signature]
TELEPHONE COMPANY

RENO CITY PLANNING CERTIFICATE

I, the undersigned, Reno City Planning Commission, do hereby certify that the above described property is not subject to any taxes or dues as of the date of this certificate.

[Signature]
RENO CITY PLANNING

DISTRICT BOARD OF HEALTH CERTIFICATE

I, the undersigned, District Board of Health, do hereby certify that the above described property is not subject to any taxes or dues as of the date of this certificate.

[Signature]
DISTRICT BOARD OF HEALTH

SURVEYOR'S CERTIFICATE

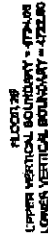
I, the undersigned, Surveyor, do hereby certify that the above described property is not subject to any taxes or dues as of the date of this certificate.

[Signature]
SURVEYOR

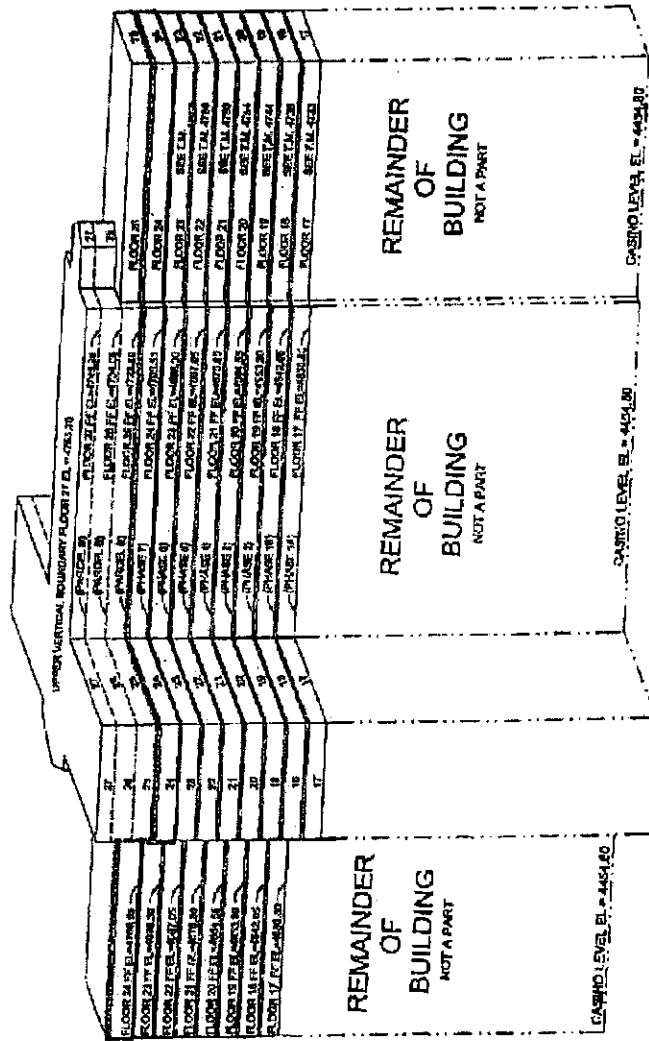


INITIATIVE MAP OF GRAND SIERRA RESORT PHASE 7
COUNTY OF WYOMING
DISTRICT OF _____
DATE _____

IIIQ-GSR 002526



PLAN VIEW OF PARCEL B



**ISOMETRIC VIEW OF
BUILDING PARCELS**

S.F.U. BETWEEN CEILING AND FINISH FLOOR (ROOF ABOVE HEIGHT VARIES)—SEE NOTE 5 ON PAGE 2



**OFFICIAL PLAN OF
HOTEL CONDOMINIUMS AT GRAND
SIERRA RESORT PHASE 7**

ENTERTAINED BY SOUTHERN COMMUNICATIONS CORPORATION

4. PURCHASE OF A PACKAGE OF 1000S, 2 IN 1 (Free
Partnership) \$1,750.00 (See Page 7)

NAME _____ PHONE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

DATE _____

NO. _____

3

10

**SUMMIT
LODGING
CORPORATION**

10000 SUMMIT DRIVE, SUITE 100, DALLAS, TEXAS 75243

TELEPHONE (214) 350-1000

FAX (214) 350-1001

WWW.SUMMITLODGING.COM

SEE SHEET B

HOTEL CONDOMINIUMS AT GRAND
SIERRA RESORT PHASE 7

A MAJOR OF A PROJECT OF THE
PROPERTY OF THE
YEAR 1984



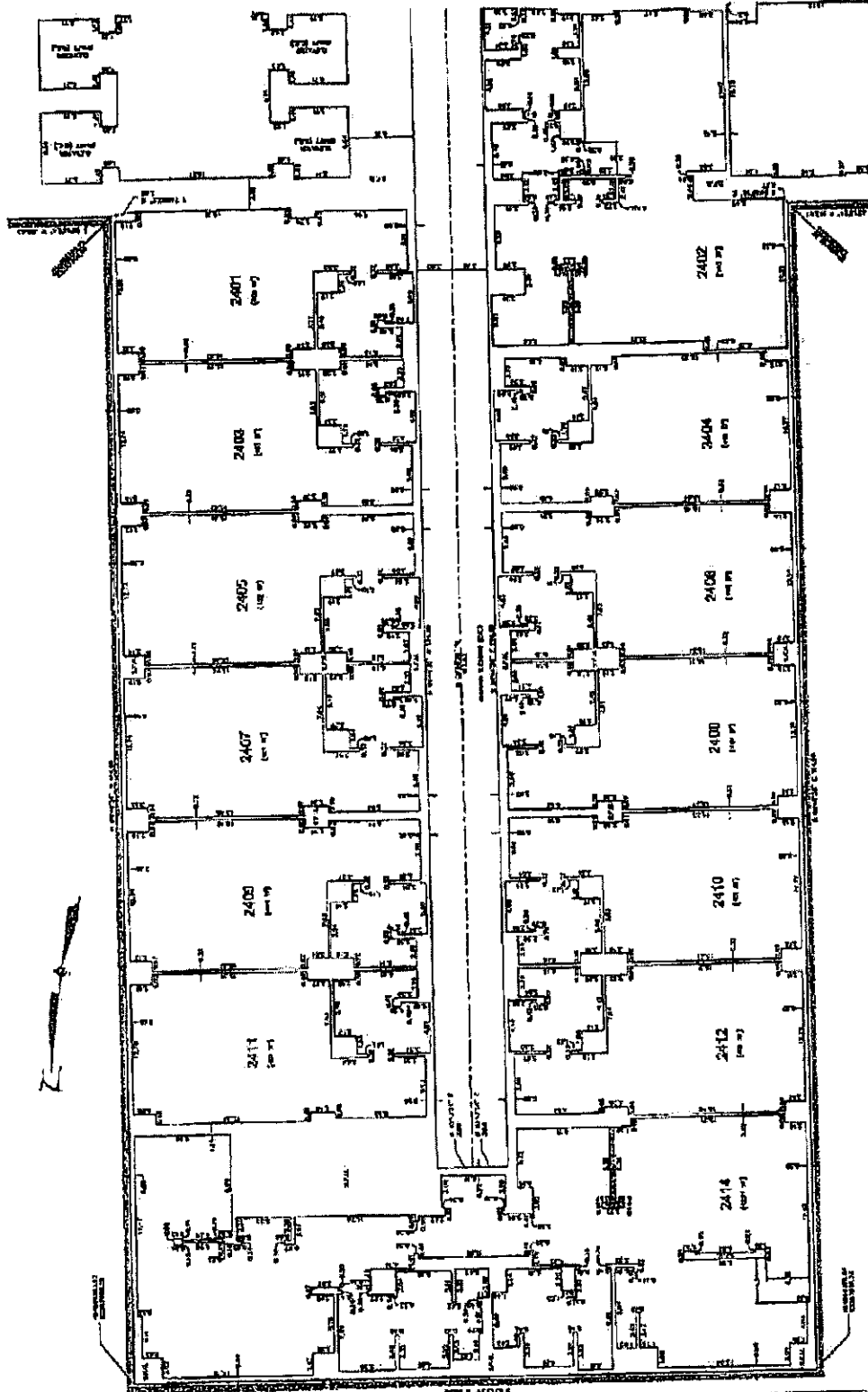
LEGEND

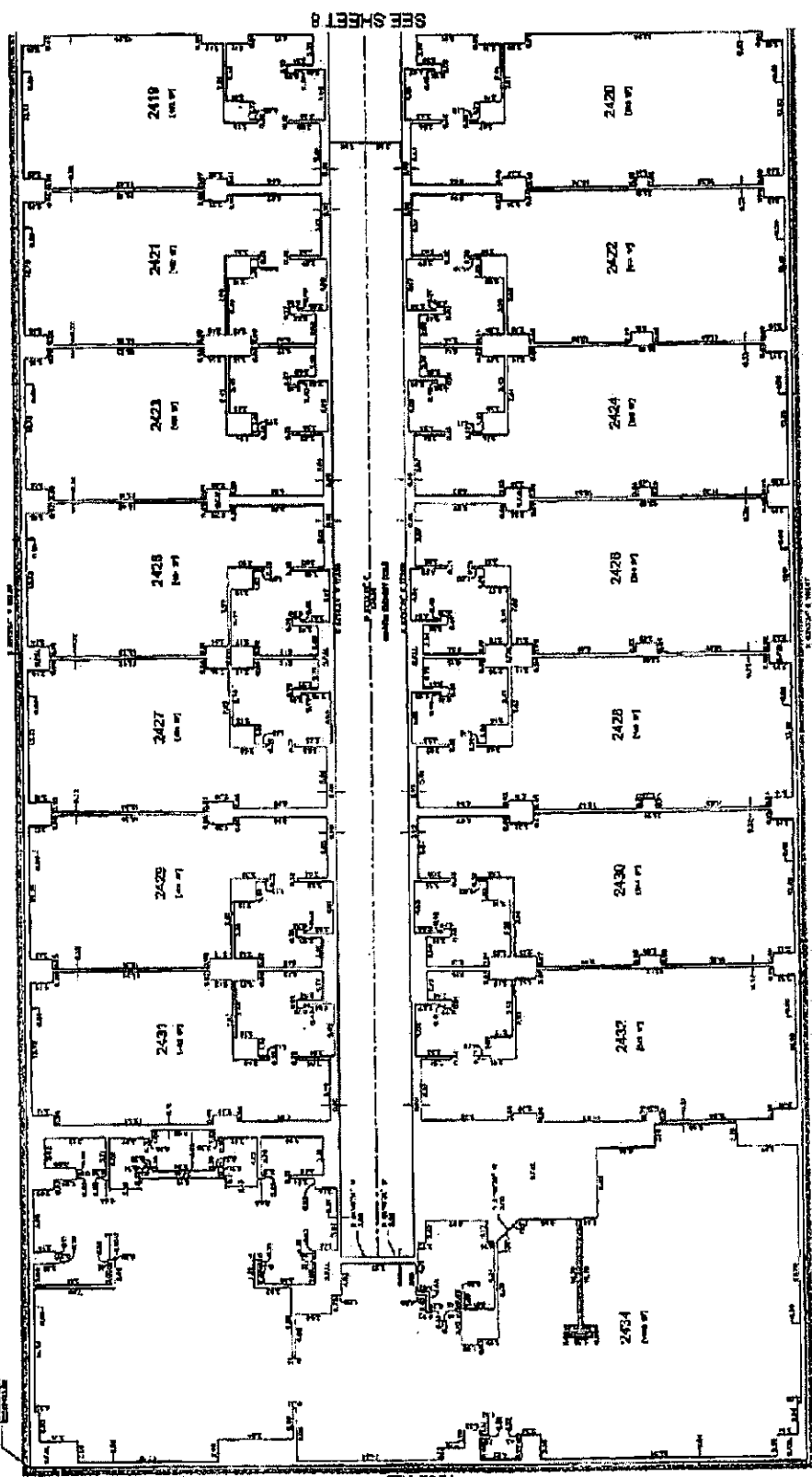
— FULL UNIT WALL

— PARTIAL UNIT WALL - 1/2" OF 1/2" WALL



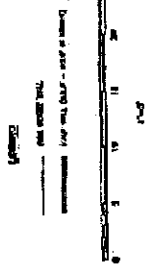
FINISH FLOOR ELEV. = 4708.55



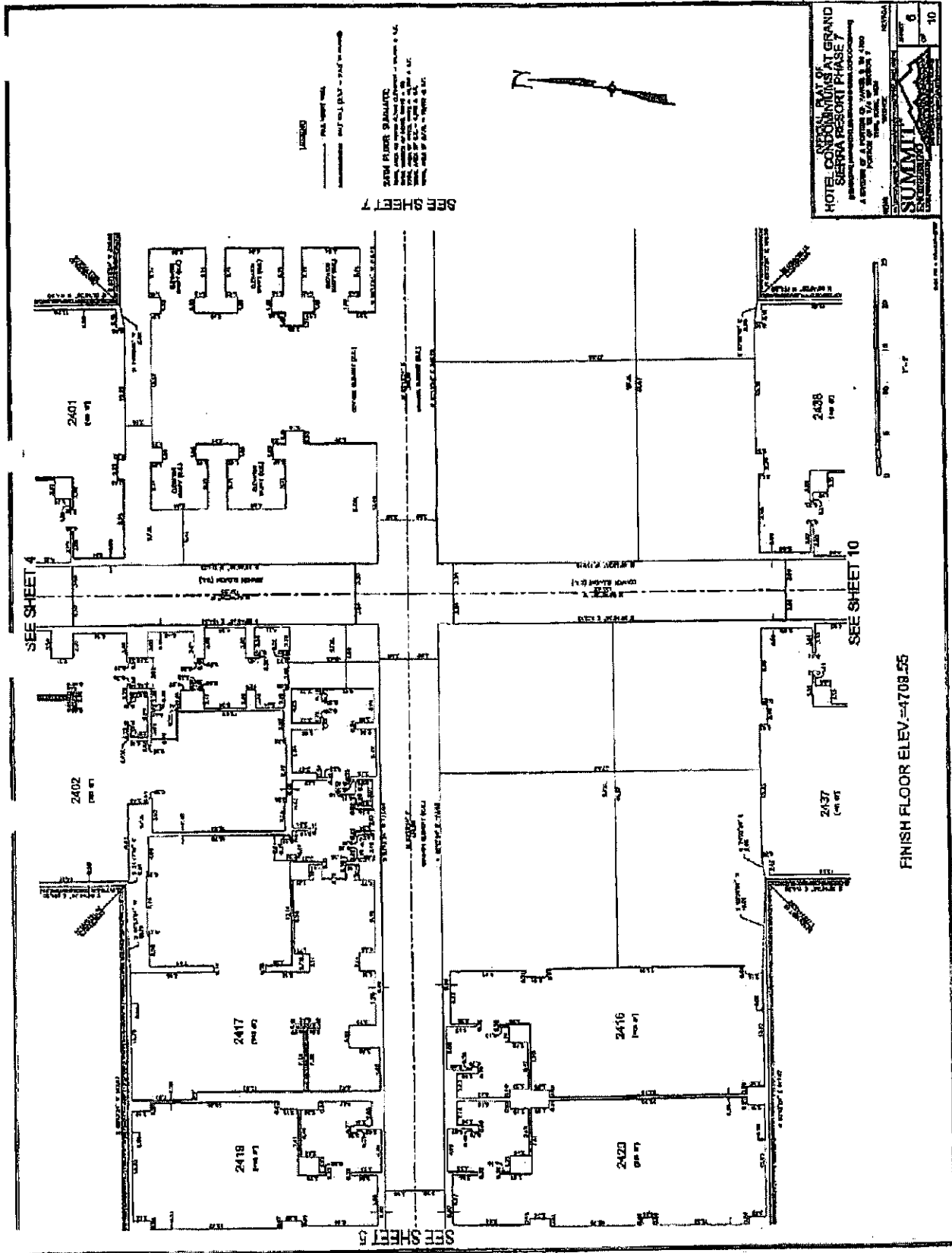


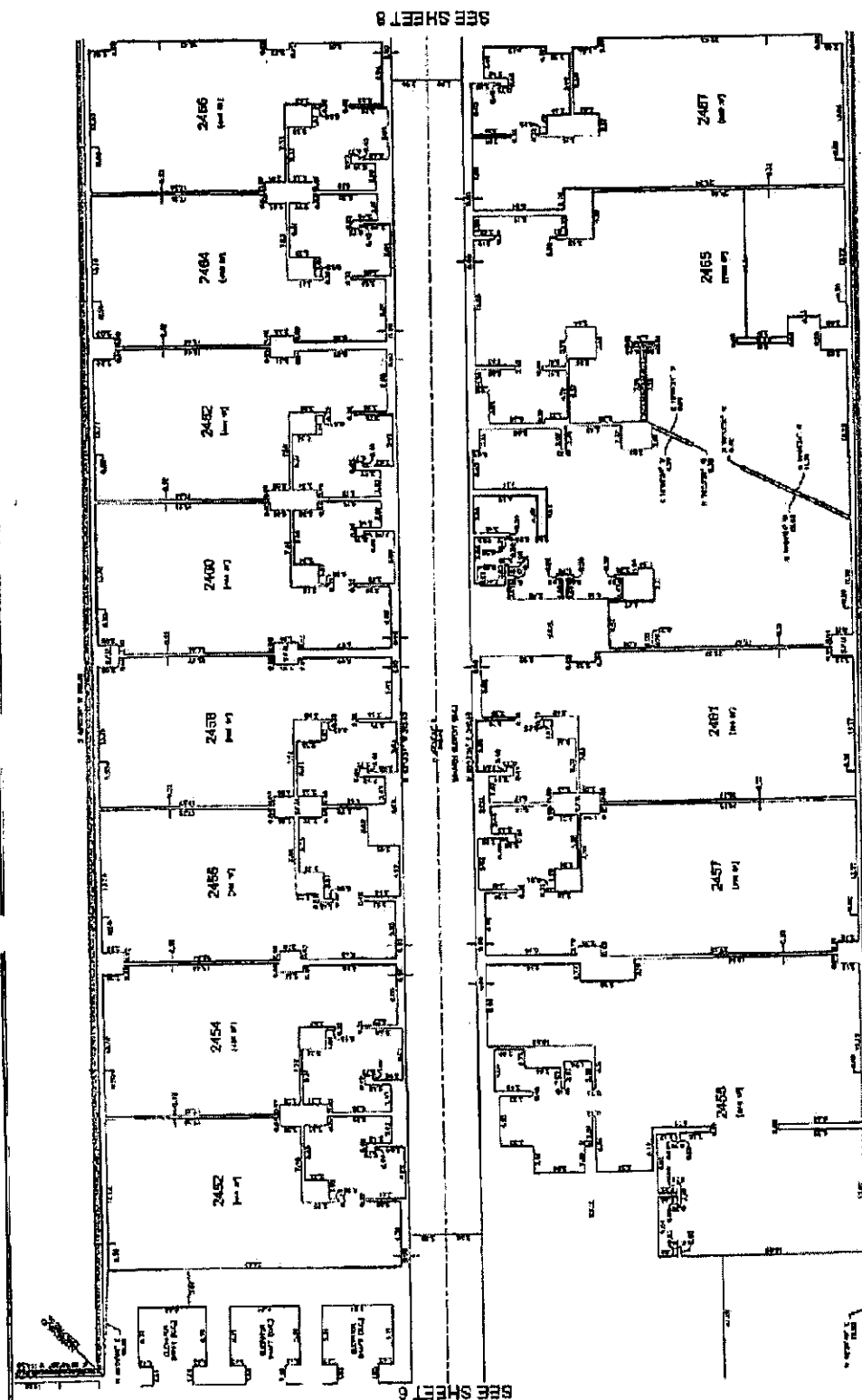
SEE SHEET 8

OFFICIAL PLAN OF
HOTEL CONDOMINIUMS AT GRAND
SIERRA RESORT PHASE 7
APPROVED FOR RECORD BY THE CLERK
OF THE COUNTY OF EL DORADO
JANUARY 1, 2008
SUMMIT
REGISTERED ARCHITECT
1000 N. 10TH ST., SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001
WWW.SUMMITARCHITECT.COM



FINISH FLOOR ELEV. = 4709.55





**SPECIAL PLAT OF
HOTEL CONDOMINIUMS AT GRAND
SIERRA RESORT PHASE I**
SPECIAL OFFER: 10% OFF ALL-GRAND SIERRA GRAND CONDOMINIUMS
A SPECIAL OF 10% OFF ALL-GRAND SIERRA GRAND CONDOMINIUMS
SPECIAL OFFER: 10% OFF ALL-GRAND SIERRA GRAND CONDOMINIUMS

[illegible]

FINISH FLOOR ELEV. = 4709.55

1

275

1000

TS/1700 Jani-King

100

34

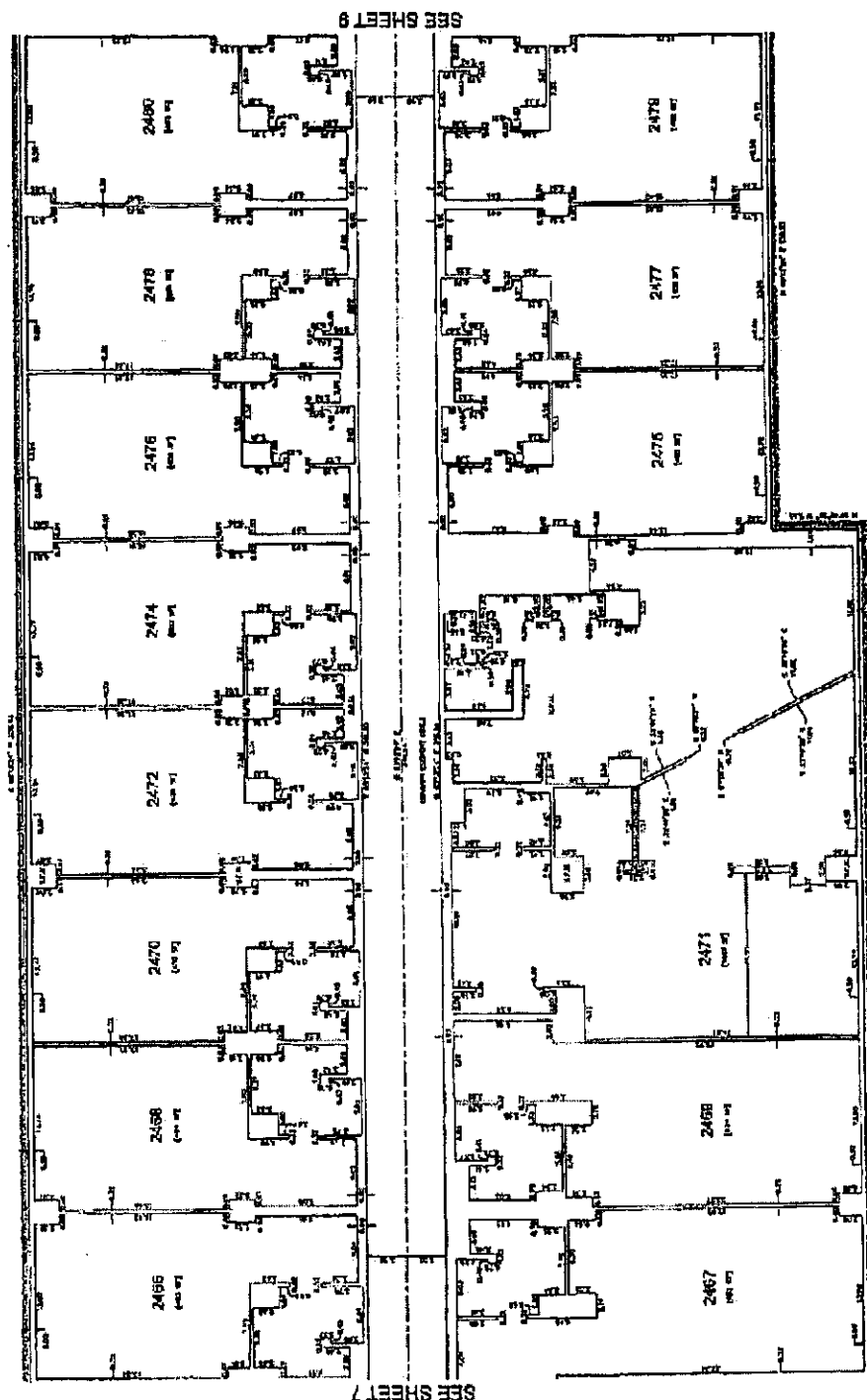
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1

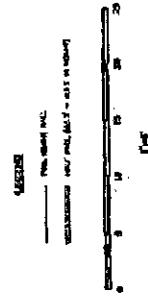
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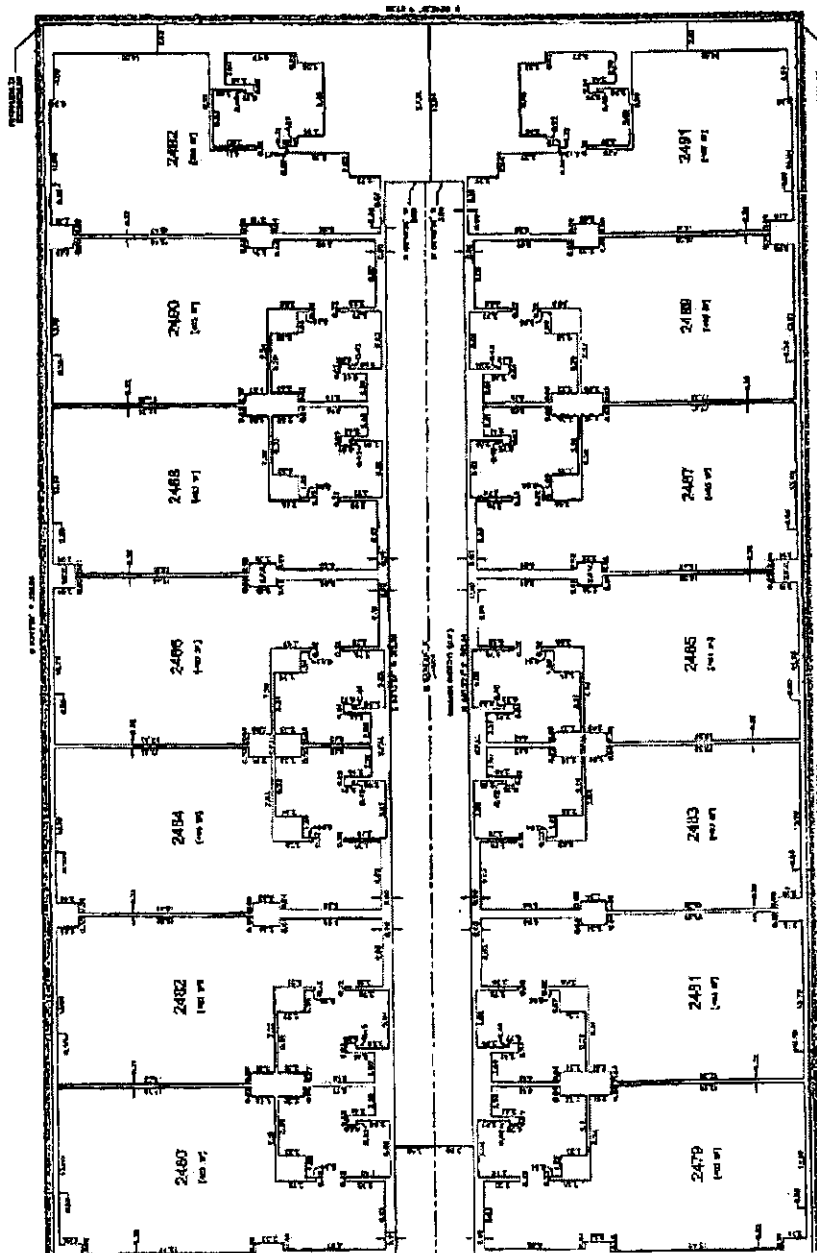
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IUO-GSR 002531



FINISH FLOOR ELEV.=4709.55





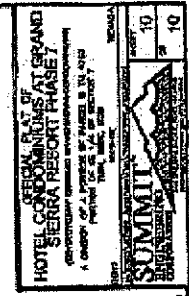
SEE SHEET 8

OFFICIAL PLAN OF
HOTEL CONDOMINIUMS AT GRAND
SIERRA RESORT PHASE 7
APPROVED FOR RECORDATION
A RECORD OF THE
RECORDING OFFICE
COUNTY OF EL DORADO
CALIFORNIA
SUMMIT
RECORDATION
SERIALS
9
10

1/8" = 1'-0"
1/4" = 3'-0"
1/2" = 6'-0"
3/4" = 9'-0"
1" = 12'-0"

FINISH FLOOR ELEV. = 4708.55





FINISH FLOOR ELEV.=4709.55

EXHIBIT B

ALLOCATION OF ALLOCATED INTERESTS

Hotel-Condominiums at Grand Sierra Resort
Allocation of Allocated Interests - Floors 17, 18, 19, 20, 21, 22, 23 & 24 Only

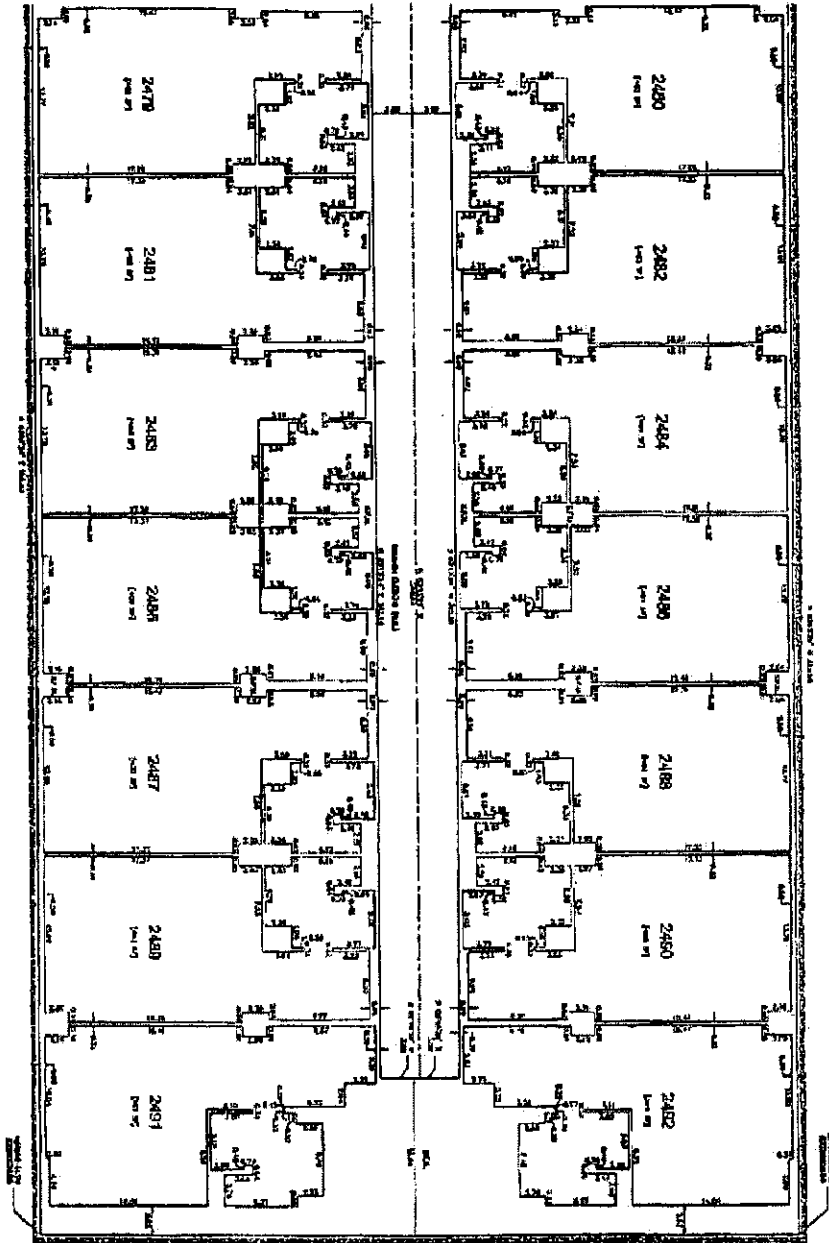
Unit	Units	Area	Percentage	Value	Percentage
The Imperial Suite	16	1,340	0.394%	21,440	6.305%
The DMD Suite	6	2,101	0.618%	12,606	3.707%
The Loft (1)	8	922	0.271%	7,376	2.169%
The Loft (2)	4	1,006	0.296%	4,024	1.183%
The Loft (3)	4	856	0.252%	3,424	1.007%
The Presidential Suite	2	1,552	0.456%	3,104	0.913%
The Grand Suite (A)	64	558	0.164%	35,712	10.502%
The Grand Suite (B)	75	552	0.162%	41,400	12.174%
The Grand ² (A)	250	427	0.126%	106,750	31.391%
The Grand ² (B)	223	420	0.124%	93,660	27.542%
The Grand ² (C) / The Flat	2	436	0.128%	872	0.256%
The Grand ² (D) / The Flat	14	434	0.128%	6,076	1.787%
Delux Parlor Combined	2	1,600	0.470%	3,200	0.941%
SFU	1	420	0.124%	420	0.124%
	671			340,064	100.000%

SEE SHEET 6

FINISH FLOOR ELEV. = 4709.55



LEGEND
 ———— Room finish only
 - - - - - Room finish only - not to be used



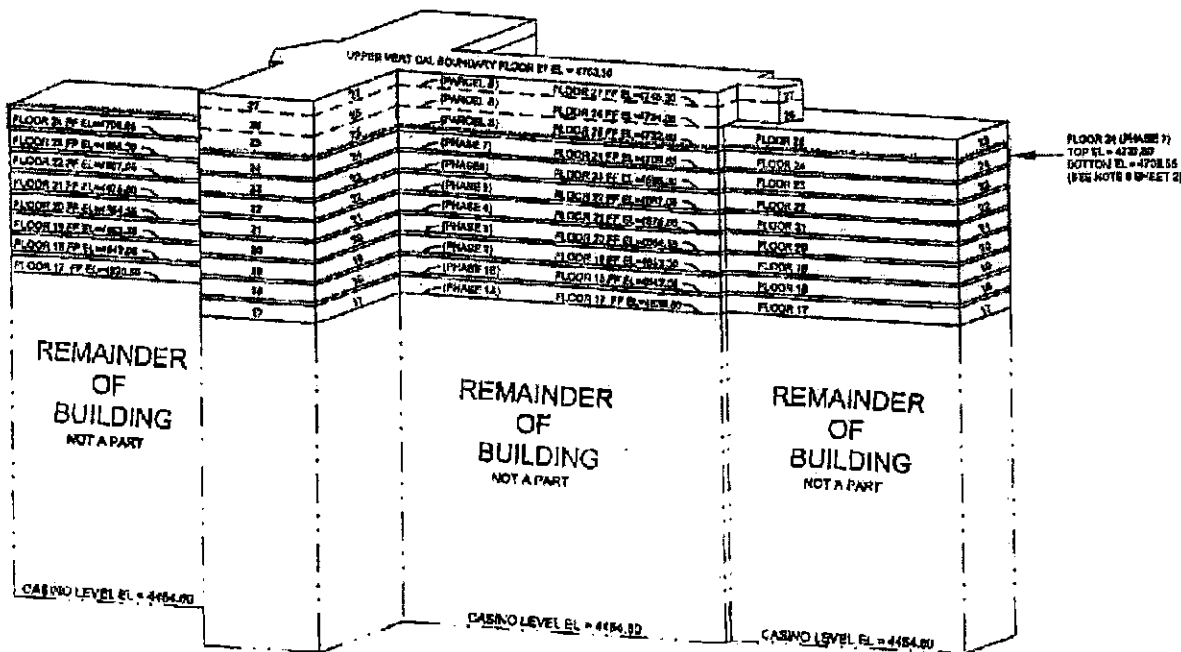
SUMMIT
 ARCHITECTS
 1000 N. 10th St.
 Phoenix, Arizona 85004
 Phone: 435-2621
 Telex: 154200
 Fax: 435-2621

DESIGNED BY
 SUMMIT ARCHITECTS
 1000 N. 10th St.
 Phoenix, Arizona 85004
 Phone: 435-2621
 Telex: 154200
 Fax: 435-2621

DATE: 10/10/88
 SHEET: 8
 OF: 10

EXHIBIT C

**FUTURE EXPANSION PARCEL MAP
[TO BE PROVIDED PRIOR TO RECORDING]**




• NOTE

- PARCEL B IS THE FUTURE EXPANSION PARCEL. ANY AND ALL PORTIONS OF THE FUTURE EXPANSION PARCEL NEED NOT BE BUILT.

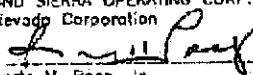
- ALL PORTIONS OF THE FUTURE EXPANSION PARCEL ARE SUBJECT TO DEVELOPMENTAL RIGHTS AS DESCRIBED IN THE DECLARATION

- ALL REAL ESTATE SHOWN ON THE OFFICIAL PLAT OF HOTEL CONDOMINIUMS AT GRAND SIERRA RESORT PHASE 1A, CONDOMINIUM TRACT MAP #4733, FILED ON THE 15TH DAY OF DECEMBER, 2006, AS FILE NUMBER 3475704, AND LABELED "NOT A PART", IS NOT SUBJECT TO DEVELOPMENTAL RIGHTS AS PART OF THIS COMMON INTEREST COMMUNITY, BUT MAY BE DEVELOPED BY THE DECLARANT OR OTHERS AS PART OF ONE OR MORE SEPARATE COMMON INTEREST COMMUNITIES.

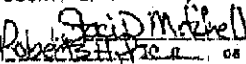
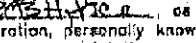
Plan of Development
Exhibit C to CC&R Document

 S.F.U. BETWEEN CEILING AND FINISH FLOOR/ROOF ABOVE (HEIGHT VARIES);
SEE NOTE 5 ON PAGE 2

GRAND SIERRA OPERATING CORP.,
a Nevada Corporation

By: 
Roberto H. Pace, Jr.,
Executive Vice President &
Chief Operating Officer


STATE OF NEVADA)
COUNTY OF WASHOE) SS

 Staci D. Mitchell, a Notary Public in and for the County and State aforesaid, do hereby certify that  as Executive Vice President & Chief Operating Officer of Grand Sierra Operating Corp., a Nevada corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act of such company in his capacity as the Executive Vice President & Chief Operating Officer of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8 day of June, 2007.

My Commission expires:

August 10, 2010

 STACI D. MITCHELL
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 98-08890-2 - Expires August 10, 2010


Notary Public

SEE SHEET 8

FINISH FLOOR ELEV. = 4709.55

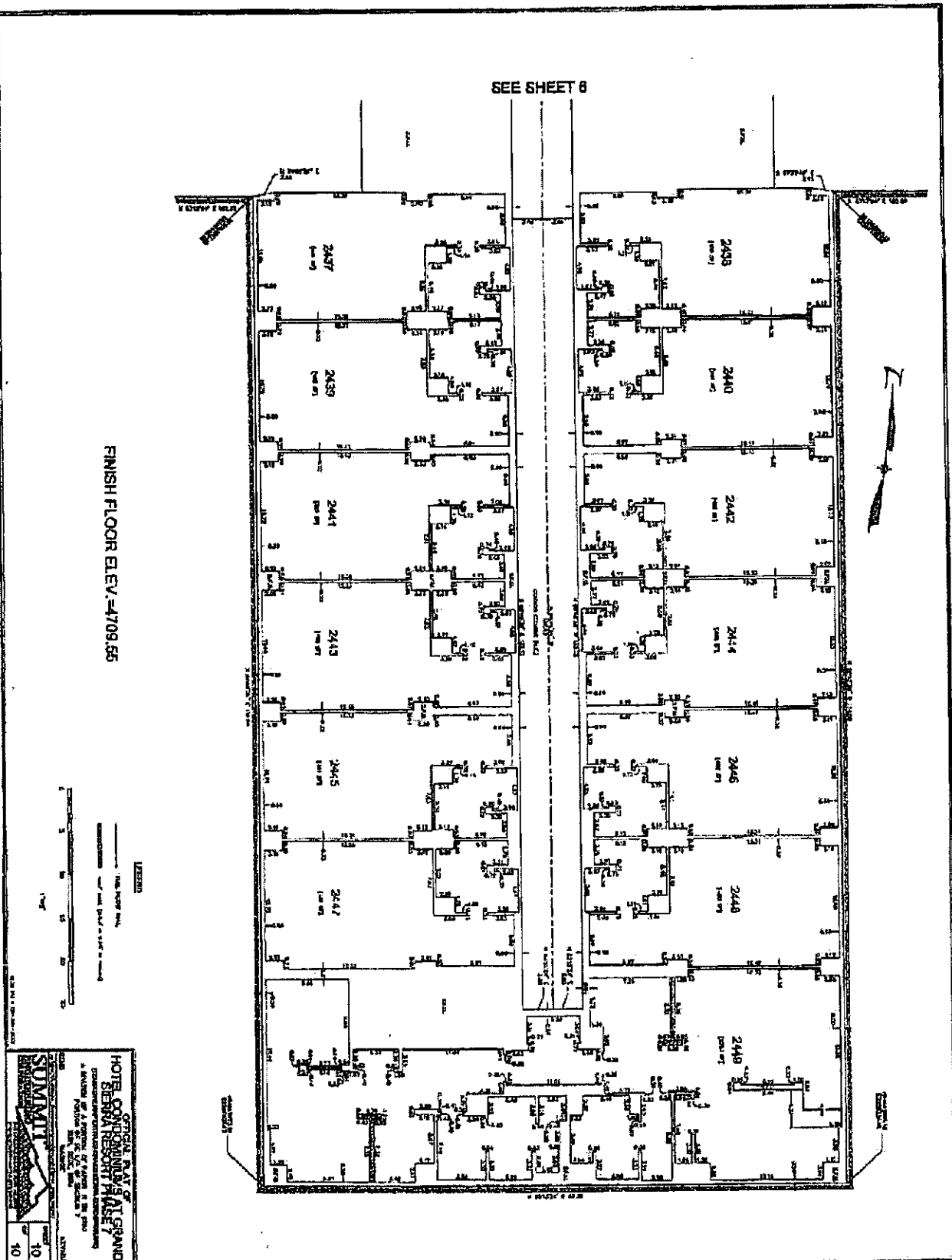


EXHIBIT D

ALLOCATION OF SFU AND HOTEL EXPENSES

Hotel-Condominiums at Grand Sierra Resort

Allocation of SFU and Hotel Expenses - Floors 17, 18, 19, 20, 21, 22, 23 & 24 Only

Unit	Number of Units	Estimated Value of Unit	Percentage of Total Value	Total Value of Units	Percentage of Total Value
The Imperial Suite	18	1,340	0.395%	21,440	6.312%
The DMD Suite	6	2,101	0.619%	12,606	3.712%
The Loft (1)	8	922	0.271%	7,376	2.172%
The Loft (2)	4	1,006	0.298%	4,024	1.185%
The Loft (3)	4	856	0.252%	3,424	1.008%
The Presidential Suite	2	1,552	0.457%	3,104	0.914%
The Grand Suite (A)	64	558	0.164%	35,712	10.515%
The Grand Suite (B)	75	552	0.163%	41,400	12.189%
The Grand ² (A)	250	427	0.126%	106,750	31.430%
The Grand ² (B)	223	420	0.124%	93,660	27.576%
The Grand ² (C) / The Flat	2	436	0.128%	872	0.257%
The Grand ² (D) / The Flat	14	434	0.128%	6,076	1.789%
Delux Parlor Combined	2	1,600	0.471%	3,200	0.942%
	670			339,644	100.000%

EXHIBIT E

LIST OF STRUCTURAL AND UTILITY COMPONENTS

GRAND SIERRA COMPONENT LIST

1. Walls, Stucco, Paint Finishes and Repairs (Incl. Caulk)
2. Windows, (Phased Replacement) (Incl. Spandrel Panels)
3. Elevator Cab Finishes, Passenger
4. Fan Coil Units, (Phased Replacements)
5. Floor Coverings, Carpet, Hallways, (Phased Replacements)
6. Light Fixtures, Emergency and Exit
7. Paint Finishes, Hallways, Ceilings and Doors, Phased
8. Paint Finishes, Stairwells
9. Renovations, Units (excludes FF&E)
10. Wall Coverings, (Phased Replacements)
11. Roofs, Modified Bitumen
12. Air Handling Units, Capital Repairs
13. Boilers, 5,680-MBH, (Phased Replacement)
14. Boilers, Deaeration Tank and Boiler Feed System
15. Chillers, 1,500- to 1,900-Tons, (Phased Replacements)
16. Condensate Return Tanks and Pumps, East Wing Building Heat
17. Cooling Towers, 665 Tons, (Phased Replacement)
18. Elevators, Controls and Motors, Passenger
19. Elevators, Controls and Motors, Service
20. Exhaust Fans, Hallways, (Phased Replacement)
21. Exhaust Fan, Passenger Elevator Room
22. Exhaust Fan, Service Elevator Room
23. Fire Detection System
24. Generator, Emergency, Tower Only, 350-KW
25. Generators, Emergency, Entire Building (Serves Tower Fire Pumps), 1,000-KW
26. Heat Exchangers, Building Heat
27. Heat Exchangers, Domestic Water
28. Heat Exchangers, Lake Free-Cooling System
29. Pumps, Building Heat (North, South and West Wings), 7.5-HP, (Phased Replacements)
30. Pumps, Building Heat (East Wing), 30-HP, (Phased Replacements)
31. Pumps, Chilled Water, 100-HP, (Phased Replacements) (Incl. VFD Controls)
32. Pumps, Domestic Water, 20-HP, (Phased Replacements) (Incl. VFD Controls)
33. Pumps, Fire Suppression, Electric, 150-HP (Incl. Jockey Pumps, 10-HP)
34. Pump, Fire Suppression, Diesel, 230-HP
35. Pumps, Lake Free Cooling-System, 60-HP
36. Stairwell Pressurization Systems, (Phased Replacement)
37. Riser Sections, Building Heating and Cooling, (Partial Replacements)
38. Riser Sections, Domestic Water, (Partial Replacements)

EXHIBIT F

FORMULA FOR ALLOCATION OF ALLOCATED INTERESTS

Hotel-Condominiums at Grand Sierra Resort
Formula for Allocation of Allocated Interests

Unit Model	Number of Units	Area of Unit (sq. ft.)	Percentage of Total Area	Allocated Interest	Percentage of Total Allocated Interest
The Imperial Suite	22	1,340	0.316%	29,480	6.960%
The DMD Suite	6	2,101	0.496%	12,606	2.976%
The Loft (1)	11	922	0.218%	10,142	2.395%
The Loft (2)	4	1,006	0.238%	4,024	0.950%
The Loft (3)	6	856	0.202%	5,136	1.213%
The Presidential Suite	8	1,552	0.366%	12,416	2.931%
The Solarium Suite	2	1,218	0.288%	2,436	0.575%
The Grand Suite (A)	64	558	0.132%	35,712	8.432%
The Grand Suite (B)	87	552	0.130%	48,024	11.336%
The Grand ² (A)	320	427	0.101%	136,640	32.261%
The Grand ² (B)	275	420	0.099%	115,500	27.269%
The Grand ² (C)	2	436	0.103%	872	0.206%
The Grand ² (D)	16	434	0.102%	6,944	1.639%
Delux Parlor Combined	2	1,600	0.378%	3,200	0.756%
SFU	1	420	0.099%	420	0.099%
	826			423,552	100.000%

EXHIBIT G

FORMULA FOR ALLOCATION OF SFU AND HOTEL EXPENSES

Hotel-Condominiums at Grand Sierra Resort
Formula for Allocation of SFU and Hotel Expenses

Unit Name	Unit Count	Unit Size Sq. Ft.	% of Total Sq. Ft.	Total Unit Sq. Ft.	Total Hotel Expenses
The Imperial Suite	22	1,340	0.317%	29,480	6.967%
The DMD Suite	6	2,101	0.497%	12,606	2.979%
The Loft (1)	11	922	0.218%	10,142	2.397%
The Loft (2)	4	1,006	0.238%	4,024	0.951%
The Loft (3)	6	856	0.202%	5,136	1.214%
The Presidential Suite	8	1,552	0.367%	12,416	2.934%
The Solarium Suite	2	1,218	0.288%	2,436	0.576%
The Grand Suite (A)	64	558	0.132%	35,712	8.440%
The Grand Suite (B)	87	552	0.130%	48,024	11.350%
The Grand ² (A)	320	427	0.101%	136,640	32.293%
The Grand ² (B)	275	420	0.099%	115,500	27.296%
The Grand ² (C)	2	436	0.103%	872	0.206%
The Grand ² (D)	16	434	0.103%	6,944	1.641%
Delux Parlor Combined	2	1,600	0.378%	3,200	0.756%
	825			423,132	100.000%



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.


Signature

6-27-07
Date

DON M. McRAE
Printed Name

CV12-02222 DC-09900062812-003
ALBERT THOMAS ETAL, VS. MEI 18 Pages
District Court 01/07/2015 10:07 AM
Washoe County 2745
EX7 SMANSFTE

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

**GRAND SIERRA RESORT
UNIT MAINTENANCE AGREEMENT**

This UNIT MAINTENANCE AGREEMENT ("Agreement") is made and entered into this September 25, 2007 (the "Effective Date") by and between GRAND SIERRA OPERATING CORP., a Nevada corporation, (the "Company") and George Papadimitriou & Melissa Papadimitriou (collectively and jointly and severally referred to in this Agreement as "Owner"), whose address is 3873 Steep Creek Court, Reno, NV 89521.

Office Phone: 322-5050 Home Phone #: 853-2585
E-Mail Address: MIA@CCMRTR.NET Fax #: 322-6143
Owner's Designate: [Signature]

A. Owner has, concurrently herewith, purchased Hotel Unit # 1027 (the "Unit") in the Hotel Condominiums at Grand Sierra Resort (the "Hotel"), and desires to receive certain hotel services from the Company with respect to Owner's Unit and Owner's personal use of the Unit.

B. The Company, either directly or through a hotel management company engaged by the Company to manage the operations of the Hotel (the "Manager"), has agreed to provide Owner with the services described herein upon the terms and conditions set forth in this Agreement. All references to the Company in this Agreement refer to either the Company or the Manager, if any, appointed by the Company to provide the services described herein as agent of the Company.

NOW, THEREFORE, in consideration of the terms, conditions and the mutual covenants herein set forth, the parties agree as follows:

1. DEFINITIONS. Capitalized terms will have the meanings set forth below or are defined elsewhere in this Agreement.

- (a) "CC&Rs" means the Declaration of Conditions, Covenants, Restrictions and Reservations of Easements for Grand Sierra Resort.
- (b) "Company" means Grand Sierra Operating Corp. or any Manager that may be appointed by the Company to provide the services described herein as agent of the Company.
- (c) "Guest" means any person or persons who rents the Unit, including complimentary Guests, but excluding Owner and Owner's immediate family.
- (d) "Owner" means the owner of the Unit identified in the introductory paragraph of this Agreement and his or her immediate family; the term "Owner" excludes all other persons who may use and occupy the Unit, all of whom are referred to as "Guests" herein.
- (e) "Unit" means the Unit identified in Recitals

201706

Owner Initials [Signature]
Owner Initials [Signature]

2. **UNIT MAINTENANCE SERVICES.** During the term of this Agreement, the Company, either directly or through the Manager as the Company's agent, shall provide and/or make available to Owner for use as Owner requests, the following services:

- (A) **Reservation Services.** Reservation services for scheduling Owner's and Guest's use of the Unit; provided, however, that the Company shall have no responsibility for collecting payment from any rental guests booked either through Owner or Owner's third party rental agent, which shall be the sole responsibility of Owner and/or Owner's third party rental agent unless otherwise agreed to between Owner and the Company under a separate Unit Rental Agreement;
- (B) **Registration Services.** Registration of arrivals and departures by Owner and Guests, including verification of identity, preparation of electronic keys, and verification of arrivals and departures;
- (C) **Switchboard Operations.** Routing of all inbound and outbound telephone calls to Owner's Unit through a central telephone system;
- (D) **Linen and Housekeeping Services.** Linen service and housekeeping service during any period that the Unit is occupied either by Owner or Guests, in accordance with the standards in effect by the Company for the Hotel operations in general.
- (E) **Departure Cleaning.** Upon check-out by Owner or a Guest of this Unit, Departure Cleaning of the Unit, sufficient to return it to a condition ready for rental or occupancy;
- (F) **Additional Housekeeping Services.** Additional housekeeping or cleaning services, as requested by Owner or Guests;
- (G) **Annual Interior Deep Cleaning.** An annual interior deep cleaning of the Unit including, but not limited to, carpet and upholstery steam cleaning, floor waxing, external window washing and other cleaning services as necessary to maintain the Unit in a first-class, occupiable condition suitable for rental;
- (H) **Routine Maintenance Services.** Routine maintenance services which are, in the sole discretion of the Company, necessary to keep the Unit suitable for occupancy and in compliance with the Hotel's first class standards of operation. Such routine maintenance shall include, but not be limited to, tasks that are normally performed by property management and other semi-skilled personnel;
- (I) **Non-Routine Maintenance and Emergency Repairs.** Non-routine and emergency maintenance or repair work as determined necessary in the sole discretion of the Company to keep the Unit suitable for occupancy and in compliance with the first-class operating standards of the Hotel or upon discovery of a condition in the Unit which, in the Company's sole discretion, requires immediate attention.

3. **FEEES FOR SERVICES.** Owner agrees to pay to the Company fees for all services provided under this Agreement, in accordance with the Fee Schedule attached as SCHEDULE A hereto.

4. **OWNER RESPONSIBILITIES.** Owner shall be responsible for maintaining the following standards for the Unit during the Term of this Agreement:

(a) ~~Unit Furnishings.~~ ~~Owner shall, at Owner's sole expense, furnish and maintain the Unit in a first-class, occupiable condition, with complete furniture, fixtures, and equipment including, but not limited to, the minimum requirements for furniture, fixtures, and equipment specified by the Company for the Owner's Unit type.~~ Determinations of first-class, occupiable condition and the type, color and specifications of all furniture, fixtures, equipment and decorations shall be within the absolute discretion of the Company. Owner understands and agrees that the Unit shall be required to comply with the standards for uniform appearance of Hotel units, as required under the CC&Rs;

(b) ~~Replacement of Furnishings.~~ ~~Owner shall be responsible for the cost of replacing any item of furniture, fixtures and equipment required by the Company as necessary to maintain the Unit in a first-class, occupiable condition.~~ Owner shall not hold the Company or Manager responsible for repair, restoration, redecorating or other expenses arising as the result of the rental or use of the Unit including wear and tear, ~~and acknowledge that such expenditures are Owner's responsibility.~~ Owner further recognizes that rental occupancy will accelerate normal wear and tear. For the purpose of funding a periodic replacement of Unit Furnishings, the Company will charge Owner a monthly reserve (the "FF&E Reserve"), in accordance with SCHEDULE A hereto. All amounts in the FF&E Reserve maintained by the Company for all Unit Owners shall be held in a segregated account by the Company and used for the sole purpose of funding replacement furnishings, fixtures and equipment of the Unit. The Owner shall have no right to a refund of any amounts in the FF&E Reserve upon a sale or transfer of Owner's Unit, but the purchaser or transferee of the Unit shall receive the benefit of amounts held in the FF&E Reserve at the time or times that the Company determines to make replacements of furnishings, fixtures and equipment.

(c) Inspection of Unit. The Company shall, at least once annually, or more frequently as needed, inventory all furniture, fixtures, and equipment in the Unit, inspect the general condition of the Unit, and provide Owner with a written statement regarding the general condition of the Unit. Based upon such inspection, the Company shall assign an acceptable or unacceptable rating to the Unit. The term "acceptable" shall refer to those units which, in the sole judgment of the Company, meet the Company's rental standards and are in a first-class, occupiable condition. If the Company assigns an unacceptable rating to the Unit, the Company shall deliver to Owner a written statement detailing the Company's requirements to make the Unit acceptable. Owner hereby authorizes the Company to undertake such actions as are necessary to comply with the Company's requirements.

[Signature]

5. **TERM.** This Agreement shall be effective from the date that Owner purchases the Unit until the date that Owner sells or otherwise transfers the ownership of the Unit, or the date that Owner ceases to be the owner of the Unit, whether due to the destruction or condemnation of the Hotel or otherwise. Owner agrees that Owner will be subject to the terms of this Agreement for as long as Owner shall own the Unit.

6. **INSURANCE.** Pursuant to the terms of Section 5.7 of the CC&Rs, the Association and the Company will obtain and maintain commercial general liability and physical damage insurance in the amount and on the terms disclosed from time to time by the Association and the Company to Owner. Owner shall be responsible for physical damage insurance on any additions, alterations, improvements and betterments to the Unit to the extent not covered by the policies of insurance obtained by the Company, and for insurance covering any personal belongings of the Owner located in the Unit.

7. **OWNER'S USE OF THE UNIT.** Owner and the Company agree that:

(a) **Owner Usage Calendar.** Owner may reserve the Unit for Owner's personal use at any time and from time to time during the term of this Agreement provided that: Owner makes an advance reservation by completing and submitting to the Company an Owner usage calendar (the "Owner Usage Calendar") no later than June 1 of each year showing all reservation dates for the subsequent twelve (12) month period provided, however, in the first year of ownership, Owner shall submit to the Company the Owner Usage Calendar on or before the closing of Owner's purchase of the Unit. Owner shall (i) comply with any reasonable reservation policies and procedures that the Company may adopt; and (ii) comply with the applicable ordinances adopted by the City of Reno with respect to the use of the Unit by Owner, Owner's family and Owner's non-paying guests. Owner acknowledges that the City of Reno does not permit the Unit to be used as a permanent residence, and that it may only be used for transient occupancy. If Owner fails to deliver the Owner Usage Calendar to the Company as required above, the Company may assume that the Unit is available for short-term occupancy for all dates during the subsequent twelve (12) month period. The Owner Usage Calendar shall include all dates when the Unit will be occupied by the Owner and non-paying Guests of owner, and all of such usage shall be deemed to be occupancy of Owner.

(b) **Owner Use on Non-Calendar Date.** Notwithstanding the reservation requirements in Section 7(a), if Owner desires to personally use the Unit on a date other than as set forth on the Owner Usage Calendar, Owner shall notify the Company of the desire to personally use the Unit. If the Company has not received a tentative or confirmed reservation for the Unit on the dates requested by Owner, the Company shall make every reasonable effort to accommodate such a request. If the Company has received a tentative or confirmed reservation for use of the Unit, the Company may deny such request and Owner shall have no right to personally use the Unit; the Company is under no obligation to inform Owner of any changes in availability based on cancellations, no-shows, change in dates, reduced blocks for group reservations, or any other similar circumstances.

- (c) Registration, Check-In, Daily Use Fee and Additional Charges. Owner shall register at the front desk of the Hotel in order to receive a key to Owner's Unit. The Company shall charge a Daily Use Fee in the amount described in SCHEDULE A on a per night basis to Owner or any Guest of Owner who is to occupy the Unit. In addition, Owner and any Guest of Owner will pay the same fees and charges that are paid by other guests of the hotel for food and beverage, in-room entertainment, spa services, business services and/or any other services or products made available to the general public for sale by the Company, together with transient, sales, use or other taxes thereon.
- (d) Arrival/Departure Requirements. Owner and Owner's Guests shall: (i) comply with any applicable arrival / departure requirements established by the Company for use of the Unit during holidays, special events, and peak occupancy periods; and (ii) comply with any established check-in and check-out procedures and times. Owner shall not enter the Unit, nor use any common areas or Shared Facilities Unit appurtenant to the Unit, nor permit any person, whether family member, repairman, or Owner's Guest to do so, other than during previously reserved dates of occupancy by Owner, without prior notification to, approval of, and coordination with the Company.
- (e) Credit Card Authorization. In order to assure Owner's timely payment of amounts owed under this Agreement for Owner's personal use and the use of the Unit by Guests who are charged separately by Owner or Owner's rental agent, Owner agrees to maintain a valid credit card authorization on file with the Company's Finance Department at all times as a source of funds. This card will be used to pay all expenses owed that are past due by 30 days from the date of the statement. The Company will mail Owner a copy of the receipt within thirty (30) days of each charge. Owner hereby authorizes the Company and Manager to access the credit established in this paragraph in order to meet Owner's financial obligations under this Agreement.
- (f) Alternative Accommodations. The Company may, in its sole discretion, provide Owner with accommodation in another Unit with similar features in the event that it determines that the Unit is not available for any reason for Owner's use.

8. RULES, REGULATIONS AND STANDARDS. Owner shall at all times abide by and comply with all rules and regulations established from time to time by the Company as necessary for the operation of the Hotel. Owner shall also ensure, at Owner's sole cost and expense, that the Unit shall at all times comply with all standards established from time to time by the Company and with all inspection reports and product improvement plans issued from time to time by the Company. Owner covenants and agrees not to interfere with, at any time, the employees, agents and/or contractors of the Company.

9. LIMITED POWER OF ATTORNEY. Owner does hereby irrevocably name, constitute and appoint the Company, its legal representatives, successors and assigns as Owner's attorney-in-fact for the term of this Agreement for the limited purposes of (i) providing Guests with full access to all common areas associated with the Unit, (ii) causing Unit maintenance activities required of the Company to be undertaken promptly, (iii) issuing and signing confirmed reservations for the Unit and (iv) taking any action, that may be lawfully permitted and required to evict any Guest.




10. (a) **ASSIGNMENT BY THE COMPANY.** The Company may assign this Agreement without Owner's consent to any affiliate of the Company or to any successor operator or Owner of the Hotel.

(b) **ASSIGNMENT BY OWNER.** Owner may not assign this Agreement, in whole or in part, except in connection with the sale, assignment or other hypothecation of 100% of Owner's interest in the Unit, and any such assignment shall be subject to the proposed assignee's specific assumption of this Agreement and the rights, duties and obligations of Owner hereunder, or in the case of any mortgage of Owner, be subject to a Subordination, Non-Disturbance and Attornment Agreement on such terms as the Company may require.

11. **STORAGE OF PERSONAL PROPERTY.** Owner shall not store or leave any property in the Unit and the Company shall have no liability for any lost or damaged items left in the Unit.

12. **DEFAULT BY OWNER.** If Owner shall default in the performance of Owner's obligations under this Agreement or fail to abide by the rules and regulations established from time to time by the Company and such default shall continue sixty (60) days after Owner's receipt of written notice from the Company detailing the default in question, the Company may exercise any all remedies available to it at law or in equity, including the remedies provided for in the CC&Rs.

13. **DEFAULT BY THE COMPANY.** If the Company shall default in the performance of its obligations under this Agreement and shall fail to cure such default within sixty (60) days after the Company's receipt of written notice from Owner detailing the default in question, Owner may, as its sole and exclusive remedy, seek monetary damages from the Company in an amount equal to Owner's actual losses incurred as a result of the Company's default. Owner shall have no right to receive damages for emotional distress, consequential, lost profits, punitive or any other damages other than compensatory damages. Owner and the Company agree that recoverable damages are limited to the reasonable cost of any expense incurred by Owner to receive any of the services required to be provided by the Company under this Agreement as a result of the Company's failure to provide such services or failure to provide such services in the manner required under this Agreement.

14. **OWNER'S ACKNOWLEDGEMENTS.**

A) OWNER UNDERSTANDS AND ACKNOWLEDGES THAT EXECUTION OF THIS AGREEMENT IS A MANDATORY REQUIREMENT OF OWNERSHIP OF THE UNIT. OWNER FURTHER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT NEITHER THE COMPANY NOR MANAGER, OR ANY OF THEIR RESPECTIVE OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS, SUBSIDIARIES, PARENT THE COMPANY AND AFFILIATES HAS (I) MADE ANY STATEMENTS OR REPRESENTATIONS WITH RESPECT TO THE ECONOMIC OR TAX BENEFITS OF OWNERSHIP OF THE UNIT; (II) EMPHASIZED THE ECONOMIC BENEFITS TO BE DERIVED FROM THE MANAGERIAL EFFORTS OF THE COMPANY OR MANAGER OR FROM PARTICIPATION IN THE UNIT MANAGEMENT PROGRAM; OR (III) MADE ANY SUGGESTION, IMPLICATION, STATEMENT OR REPRESENTATION, THAT OWNER IS NOT PERMITTED TO RENT THE UNIT DIRECTLY OR TO USE OTHER RESERVATIONS AGENTS TO RENT THE UNIT.

[Handwritten signature]

B) PURSUANT TO THE TERMS OF ANY HOTEL MANAGEMENT AGREEMENT THAT HAS BEEN OR MAY BE ENTERED INTO BY THE COMPANY WITH A MANAGER, EITHER THE COMPANY OR MANAGER MAY TERMINATE SAME IN ACCORDANCE WITH THE PROVISIONS THEREOF AND THEREFORE OWNER HEREBY ACKNOWLEDGES THAT THERE CAN BE NO GUARANTEE THAT MANAGER WILL OPERATE THE HOTEL THROUGHOUT THE TERM OF THIS AGREEMENT. THE EVENT OF A TERMINATION OF MANAGER AS THE OPERATOR SHALL NOT CONSTITUTE A DEFAULT UNDER THIS AGREEMENT AND THE COMPANY RESERVES THIS RIGHT, IN ITS SOLE DISCRETION, TO REPLACE MANAGER WITH ANOTHER OPERATOR OF THE COMPANY'S CHOOSING.

15. **OWNERSHIP OF MARKS.** Owner acknowledges that the names "GRAND SIERRA RESORT" and the other Grand Sierra trademarks and service marks (collectively, "Marks") have acquired valuable secondary meanings and goodwill in the minds of the hospitality trade and the public and that services and products bearing the name "Grand Sierra" and/or any of the other Marks have acquired a reputation of the highest quality of hotel service. Without prejudice to this Agreement, Owner acknowledges that Owner has no claim to any right, title and interest in and to the Marks or any and all forms or embodiments thereof nor to the goodwill attached to the Marks in connection with the business, operations and goods in relation to which the same have been and may be used by Owner. The Company shall have the sole and exclusive right to use of the Marks for marketing and operation of the Hotel, and Owner shall have no right to use such Marks at any time during or after the term of this Agreement for any purpose except with the prior written consent of the Company. Owner will not at any time do or suffer to be done any act or thing which may, in any way, impair the rights of Manager in and to the Marks or which may affect the validity of the Marks or which may depreciate the value of the "GRAND SIERRA" names or any of the other Marks or the established prestige and goodwill connected with any of the same.

16. **MISCELLANEOUS PROVISIONS.** This Agreement shall be subject to and contingent upon the following:

(a) **Limitation of Liability.** Neither the Company nor Manager, nor any of their respective officers, representatives, employees, agents, subsidiaries, parent and affiliates shall be liable for any loss or damage to any person or property, including, but not limited to, Owner, the Guests, the Unit and its equipment, furnishings and appliances, of any nature resulting from any accident or occurrence in or upon the Unit, or the building in which the Unit is a part, including but not limited to, any and all claims, demands, damages, costs and expenses (including, without limitation, attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) resulting from: (i) the acts or omissions of Guests; (ii) wind, rain or other elements; or (iii) theft, vandalism, fire, earthquake, storm or other casualty; strikes, lockouts, or other labor interruptions; war, rebellion, riots or other civil unrest; or any other similar event beyond the control of the Company or Manager.

(b) **Entire Agreement, Amendments.** The parties hereto agree and acknowledge that this Agreement, together with the CC&Rs and the Dispute Resolution Addendum attached hereto as Schedule B, constitutes the entire Agreement between the parties with respect to the operation and maintenance of the Unit, and there are no oral or written amendments, modifications, other agreements or representations. The Company may,

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no more frequently than once each year, upon at least sixty (60) days prior written notice to Owner, modify the services to be provided by the Company and/or adjust the charges payable for services provided for herein to reflect additions or changes in services provided by the Company generally to all Hotel guests, and to reflect actual changes in the cost of providing services by the Company generally to all Hotel guests; provided that the Company shall not increase the Daily Use Fee by more than seven percent (7%) per year without Owner's written consent. Except for this annual adjustment to services and charges, this Agreement may not be amended, supplemented, terminated or modified except with the prior written agreement of Owner and the Company.

- (c) Governing Law. This Agreement shall be governed by and construed in accordance with the Internal laws of the State of Nevada, without giving application to principles of conflicts of laws which shall control all matters relating to the execution, validity and enforcement of this Agreement.
- (d) Alternative Dispute Resolution. The parties agree that any disputes arising out of or relating to this Agreement shall be resolved in accordance with the Dispute Resolution Addendum Agreement attached hereto as SCHEDULE B.
- (e) Authority of Single Owner. Recognizing the fact that there may be several Owners of a single Unit, it is hereby agreed that Owner's designate, as listed on the front page of this Agreement, shall have the authority to issue any and all instructions to the Company, and the Company shall act in reliance thereon.
- (f) Severability. If any clause or provision of this Agreement shall be held invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this Agreement and the balance of the provisions of this Agreement shall remain in full force and effect.
- (g) Notice. Any notice or demand required under this Agreement or by law shall be in writing and shall be deemed effective upon receipt if sent by personal delivery, upon one (1) business day if sent by express overnight delivery with a nationally recognized courier service (such as Federal Express) or three (3) business days after having been sent by US mail, certified mail, return receipt requested and addressed to the parties at the addresses set forth above in the recitals of this Agreement. Either party may change such addresses with written notice to the other party.
- (h) Authorization. Owner represents and warrants to the Company that Owner has the full authority to enter into this Agreement, and that there is no other party with an interest in the Unit whose joinder in this Agreement is necessary.
- (i) Time of the Essence. For all purposes of this Agreement it shall be understood that time is of the essence.
- (j) Binding on Assignees of Unit. This Agreement will run with the land and will be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Owner. Owner covenants and agrees for itself and for its

successors and assigns that the conveyance of any interest in the Unit to any other person or entity shall constitute an assumption by such successors, assigns or transferees of all of the duties and obligations arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

GRAND SIERRA RESORT

OWNER:

By: _____
Signature

Signature

Print Name: _____

Print name: George Vagstad

Title: _____

Signature of Co-Owner (if any)

Print name: Malina Vagstad

Dated signed: _____

Date signed: 11/11/2007

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Owner Initials

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SCHEDULE A
PRICE AND FEE SCHEDULE

Daily Use Fee (charged for each night Unit is occupied by Owner or any Guest) (includes all housekeeping charges except Additional Housekeeping Services requested by Owner)	Per Night Per Unit Type: Less than 800 sq.ft.: \$20.92 800 to 1500 sq. ft.: \$28.62 Over 1500 sq. ft.: \$36.33
Additional Housekeeping Services (charges will be disclosed prior to service requested)	(provided upon request)
Annual Interior Deep Cleaning	\$600.00 per year
Routine Maintenance Services (included in Daily Use Fee)	0
Non-Routine Maintenance and Emergency Services as determined necessary by Company at rates customary in the hotel industry in Reno, Nevada	(provided at time of service)
FF&E Reserve	Per Month Per Unit Type: The Imperial Suite \$406.69 The DMD Suite (Dodd Mitchell Design) \$387.43 The Loft (1) \$294.50 The Loft (2) \$282.60 The Loft (3) \$246.47 The Presidential Suite \$395.31 The Solarium Suite \$306.41 The Grand Suite (A) \$183.64 The Grand Suite (B) \$183.64 The Grand ¹ (A) \$164.51 The Grand ² (B) \$164.51 The Grand ² (C) \$164.51 The Grand ² (D) \$164.51 Deluxe Parlor Combined \$379.96

SCHEDULE B

DISPUTE RESOLUTION ADDENDUM AGREEMENT

Grand Sierra Operating Corp. ("Grand Sierra") takes great pride in its Hotel-Condominium project, and seeks to prevent disputes if at all practical. However, if a dispute does arise, Grand Sierra believes that the best alternative to resolve the dispute is to enter into binding arbitration instead of entangling the parties in a lengthy and costly court battle. Grand Sierra therefore has established the sale prices of its Hotel-Condominium units based upon the assumption that arbitration will be used to settle any disputes, and that all court proceedings will be avoided as provided for herein.

Grand Sierra also believes that parties should agree ahead of time on the procedures to be used to resolve a dispute. Therefore, this document details the rights of Owner and Grand Sierra in the event that a dispute arises. *OWNER IS ENCOURAGED TO SEEK WHATEVER HELP OWNER DEEMS NECESSARY IN MAKING THIS DECISION, INCLUDING LEGAL ADVICE, SO THAT OWNER HAS THE BENEFIT OF ALL INFORMATION AND ADVICE OWNER DEEMS NECESSARY BEFORE SIGNING THIS IMPORTANT DOCUMENT.* All parties enter into this Agreement voluntarily and with full knowledge of the meaning and effect of the language contained herein.

OWNER AND GRAND SIERRA AGREE THAT:

This addendum, when duly executed by both parties, will constitute a part of the "Unit Maintenance Agreement" dated 12/1/01 between George Vagushelyi & Kalima Vagushelyi referred to as "Owner," and Grand Sierra Operating Corp., referred to as "Grand Sierra," covering Unit number 1822 located within the Hotel at 2500 East Second Street, Reno, Washoe County, Nevada.

1. DEFINITIONS

(a) "Grand Sierra" shall mean Grand Sierra Operating Corp., a Nevada Corporation, the entity executing the Unit Maintenance Agreement as "Company," and its respective predecessors, successors, subsidiaries and/or affiliated corporations or other entities, parent companies, sister companies, divisions, partners, joint ventures, insurers, affiliates, owners, officers, directors, employees, shareholders, agents, and assigns.

(b) "Owner" shall mean the person or persons executing the Unit Maintenance Agreement as "Owner," and their successors, heirs, assigns, subsequent

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Owners, and any third party claiming any right or interest in the Unit through them; provided, however, that the term "Owner" does not include any lender, its successors, or assigns (collectively, a "Mortgagee") whose loan is secured by a deed of trust on the Unit and who may take title to the Unit through foreclosure of such deed of trust or through a deed in lieu of foreclosure. Any third party claiming any right or interest in the Unit through such a Mortgagee shall, however, be a "Owner" for purposes of this Dispute Resolution Addendum Agreement.

(c) "Unit" shall mean the Unit identified on page 1 of this Agreement as Owner's Unit.

(d) "Dispute(s)" shall mean any claim, cause of action (whether at law or in equity), demand or disagreement of any nature whatsoever ("Claim") arising from or in connection with the Unit Maintenance Agreement. The Disputes shall include, without limitation, claims and causes of action for real and personal property damage, breach of contract, breach of warranty (whether express, implied or by operation of law), tort, bodily injury or wrongful death, nondisclosure, misrepresentation, emotional distress, nuisance, compensatory or punitive damages, rescission of any agreement, enforceability of this Agreement, and/or specific performance. The following matters are excluded from the definition of a Dispute and are not subject to this Dispute Resolution Agreement:

1. Judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract;
2. An unlawful detainer action;
3. The filing or enforcement of a mechanic's lien or a lien for non-payment of assessments or fines;
4. Any matter which is within the jurisdiction of a probate court;
5. Any claim made by a Unit Owner's Association or Grand Sierra against Owner pursuant to Nevada Revised Statutes, Sections 38.300 to 38.360 inclusive to enforce any covenants, conditions or restrictions, bylaws or rules or regulations adopted by the association against the Owner, or to increase, decrease or impose additional assessments upon residential property against the Owner;
6. The filing of judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies;

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Owner Initials _____

Owner Initials _____

II. SUBMISSION OF DISPUTES TO ARBITRATION

a. Owner and Grand Sierra agree to submit any and all Disputes between Grand Sierra and Owner and their respective successors-in-interest to final and binding arbitration, unless specified otherwise herein, under the following procedures.

b. Before any Dispute can be submitted to mediation or arbitration, the party wishing to submit the Dispute must first, at least sixty (60) days before filing a Demand for Arbitration, give written notice to the other party of the Dispute, and therein detail with reasonable specificity the actions to be taken to resolve the Dispute.

c. The responding party shall have ninety (90) days after receiving the notice to conduct any investigations needed to assess the nature of the Dispute and extent of any alleged damages, and shall have the right to resolve the Dispute by taking the actions requested by the other party in the notice, or by taking other actions which would effectively resolve the Dispute. The parties may extend this response time by agreement. Grand Sierra shall have the absolute right, but not the obligation, to investigate and resolve the Dispute within one-hundred and twenty (120) days from receipt of Owner's notice or as extended by the parties.

d. If the responding party fails to effectively resolve the Dispute within said time frame, or within an extended time frame agreed to by the parties, the demanding party may submit the Dispute to mediation or arbitration as set forth herein.

e. Owner and Grand Sierra agree to submit any Disputes where the value of the claim of damage or estimated cost of repair or replacement of the item(s) in dispute is \$5,000 or less and which has not been resolved by the responding party, to the jurisdiction of the Small Claims Court for the City of Reno. Owner and Grand Sierra agree that neither mediation nor arbitration shall be applicable where the claim of damage is \$5,000 or less, unless both Owner and Grand Sierra otherwise agree in writing.

f. Any Dispute between Owner and Grand Sierra where the claim of damage is more than \$5,000, where the estimated cost of performance, repair or replacement of the item(s) in dispute is more than \$5,000 and which is not resolved by the responding party, shall first be submitted to non-binding mediation. If such mediation is not successful in resolving the Dispute, either Owner or Grand Sierra may submit the Dispute to arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), unless both Owner and Grand Sierra otherwise agree in writing.

1. Arbitration shall be initiated by filing a written Demand for Arbitration with the American Arbitration Association, accompanied by the required filing fee, and concurrently mailing a copy of the demand to the other party. In the event of a demand for arbitration that would be heard by a panel,

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of three arbitrators pursuant to AAA rules, the parties shall each select an arbitrator and the two so selected shall in turn select a third, the three of whom shall act as an arbitration panel. The arbitration shall take place in the office of the American Arbitration Association nearest to the Unit, at such time and date selected by the arbitrator. Any Dispute regarding the scope of the arbitration or the procedures to be followed in the arbitration shall be resolved by the arbitrator or arbitration panel.

2. The combined cost (fee and expenses) of the mediator, AAA, and of the arbitrator shall be apportioned equally between Owner and Grand Sierra. Each party shall deposit \$1,500 with the arbitration panel to be used as security for each party's share of arbitration expenses.

3. The award rendered by the arbitrator or panel must be accompanied by a written decision that contains written findings of fact and conclusions of law and, once so rendered, shall be binding and final, as to all parties in the arbitration to the fullest extent permitted by law. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. Except as otherwise expressly set forth in this Agreement, Nevada law shall apply to all Disputes.

g. Grand Sierra may, in its sole discretion, consolidate the Disputes of other Owner(s) in the event that such Disputes are similar in nature and, if the aggregate amount of damage claimed by such Owners exceeds \$5,000, such Disputes will be addressed in the same manner as a single Dispute where the claim of damage is more than \$5,000.

h. Each party may, prior to the arbitration hearing, conduct discovery as provided in the Nevada Rules of Civil Procedure.

i. All arbitration proceedings shall be confidential. Neither party shall disclose any evidence or information about the evidence produced by the other party in the arbitration proceedings, except as compelled to do so in the course of a judicial, regulatory, or arbitration proceeding. Before making any disclosure permitted by the preceding sentence, a party shall give the other party reasonable advance written notice of the intended disclosure and an opportunity to prevent disclosure.

j. Grand Sierra, in its sole discretion, is entitled to require that any or all contractors, subcontractors, suppliers, consultants, partners, affiliates or agents of Grand Sierra who may have liability in connection with the Dispute be participants in the arbitration procedure described; provided, however, that Grand Sierra's failure or inability to require that such contractors, subcontractors or agents be parties to the following proceedings shall not affect the obligations and entitlements of Owner and Grand Sierra under this Agreement.

Grand Sierra Initials _____

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Owner Initials _____

Owner Initials

III. LIMITATION OF AWARD AND LIABILITY

OWNER IS HEREBY ADVISED THAT THE LIMITATION OF AWARD AND LIABILITY SET FORTH BELOW MAY RESULT IN A WAIVER OF LIABILITY AND DAMAGES WHICH MAY OTHERWISE BE RECOVERABLE UNDER NEVADA LAW. OWNER IS ENCOURAGED TO SEEK WHATEVER HELP PURCHASER DEEMS NECESSARY IN MAKING THIS DECISION, INCLUDING LEGAL ADVICE, SO THAT PURCHASER HAS THE BENEFIT OF ALL INFORMATION AND ADVICE PURCHASER DEEMS NECESSARY BEFORE AGREEING TO THESE TERMS:

A. LIMITATION OF LIABILITY. IN ORDER TO OBTAIN THE BENEFITS OF A PURCHASE PRICE WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING, THE RISKS HAVE BEEN ALLOCATED SUCH THAT OWNER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE RISKS AND LIABILITY OF GRAND SIERRA FOR ALL DISPUTES, CLAIMS, LOSSES, COSTS, DAMAGES OR EXPENSES OF ANY NATURE, INCLUDING ATTORNEY'S FEES, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF GRAND SIERRA, ITS OWNERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS, VENDORS, SUBCONSULTANTS, AND DESIGN PROFESSIONALS SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000). IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION AGAINST GRAND SIERRA HOWEVER ALLEGED OR ARISING, INCLUDING, WITHOUT LIMITATION, CLAIMS OF ERRORS OR OMISSIONS, NEGLIGENCE INCLUDING THE SOLE NEGLIGENCE OF GRAND SIERRA, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, INDEMNITY AND/OR CONTRIBUTION OR ANY OTHER CAUSE OF ACTION OR CLAIM WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY OR EQUITY.

B. WAIVER OF CONSEQUENTIAL DAMAGES - NOTWITHSTANDING ANYTHING HEREIN OR BY LAW TO THE CONTRARY, GRAND SIERRA SHALL NOT BE LIABLE TO OWNER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, ECONOMIC LOSSES, BUSINESS INTERRUPTION, DELAY COSTS, FINANCING AND INTEREST COSTS OR LOST PROFITS, WHETHER SUCH CLAIMS ARISE IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, EQUITY, BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, OR OTHERWISE.

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Owner Initials
Owner Initials

C. ATTORNEY'S FEES - EACH PARTY SHALL BEAR ITS OWN ATTORNEY'S FEES AND OTHER COSTS IN PROSECUTING OR DEFENDING THE DISPUTE, EXCEPT THAT IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT BY ANY PARTY HERETO TO ENFORCE THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND COSTS IN ADDITION TO ALL OTHER RELIEF TO WHICH THAT PARTY OR THOSE PARTIES MAY BE ENTITLED.

IV. MISCELLANEOUS

a. If any provision or aspect of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable; or if any provision or aspect of this Agreement is rendered unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect and continue to be binding.

b. If there is any conflict between this Dispute Resolution Addendum Agreement and the Unit Maintenance Agreement, the provisions of this Dispute Resolution Addendum Agreement shall control.

c. This Agreement shall not apply to a Mortgagee. However, any third party claiming any right or interest in the Unit through any Mortgagee shall be subject to this Agreement.

d. Each party has had the time to review this Agreement, negotiate any changes they deem necessary, and the opportunity to retain legal counsel to assist in its review and revision of this Agreement. As a result, Owner and Grand Sierra expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or the attorneys for one party or another, and shall be construed accordingly.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, trustees, trustees, insurance carriers, beneficiaries, predecessors, successors, members and assigns.

f. This Dispute Resolution Addendum Agreement, along with the Unit Maintenance Agreement and attachments, contain the entire agreement of the parties with respect to matters described herein and in the Unit Maintenance Agreement. Any oral representations or modifications contrary to the terms of this Agreement or the other contract documents for the Unit shall be of no force and effect unless reduced to writing and signed by all parties hereto.

Grand Sierra Initials _____

D-6

Owner Initials
Owner Initials

BY SIGNING IN THE SPACE BELOW, GRAND SIERRA AND OWNER WAIVE ANY RIGHTS THEY MAY POSSESS TO HAVE ANY ABOVE-DEFINED DISPUTE LITIGATED IN A COURT OR HEARD BY A JURY, AND WAIVE THE RIGHT TO RECOVER DAMAGES NOT PROVIDED FOR IN THIS AGREEMENT FOR A COVERED DISPUTE. IF EITHER PARTY REFUSES TO COMPLY WITH THE TERMS CALLED FOR HEREIN, THE OTHER PARTY MAY APPLY TO AN APPROPRIATE NEVADA COURT TO COMPEL ARBITRATION AS PROVIDED HEREIN.

GRAND SIERRA RESORT

OWNER:

By: _____

Signature

Signature

Print Name: _____

Print name: George Vagabhai

Title: _____

Signature of Co-Owner (if any)

Print name: Melissa Vagabhai

Dated signed: _____

Date signed: 7/15/04

Grand Sierra Initials _____

B-7

Owner Initials

Owner Initials GV

CV12-02222 DC-09900062812-004
ALBERT THOMAS ETAL. VS. MEI 18 Pages
District Court 01/07/2015 10:07 AM
Washoe County 2745
EXA SMDNCETP

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

**GRAND SIERRA RESORT
UNIT RENTAL AGREEMENT**

This UNIT RENTAL AGREEMENT ("Agreement") is made and entered into this 27 day of JANUARY, 2007 (the "Effective Date") by and between GRAND SIERRA OPERATING CORP., a Nevada corporation (the "Company"), and TIMOTHY D. KAPLAN (collectively referred to in this Agreement as "Owner"), whose address is 117 GLENBRIDGE CT., PLEASANT HILL, CA 94523

Home Phone #: (425) 686-2830

Office Phone: _____ Fax #: _____

E-Mail Address: kaplan.tim@yahoo.com Owner's Designate: _____

A. Owner wishes to participate in the Company's voluntary rental program to offer Owner's Hotel Unit #1874 (the "Unit") in the Grand Sierra Hotel & Resort (the "Hotel") for rental under the terms and conditions set forth in this Agreement.

B. The Company plans to advertise and promote the rental of all rooms and suites in the Hotel (sometimes referred to collectively herein as "Hotel Units"), including those owned by individual owners of Hotel Units and those owned by the Company.

C. The Company may engage an affiliated or unaffiliated third party to manage the Hotel (the "Manager") and to include the Unit in the inventory of Hotel Rooms available for rental to guests of the Hotel ("Guests"). All references to the Company in this Agreement refer to either the Company or Manager, acting as agent of the Company.

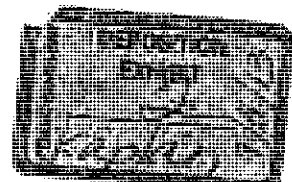
NOW, THEREFORE, in consideration of the terms, conditions and the mutual covenants herein set forth, the parties agree as follows:

1. **DEFINITIONS.** Capitalized terms will have the meanings set forth below or are defined elsewhere in this Agreement.

(a) "Association" means the GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION.

(b) "Association Management Agreement" means the Association Management Agreement that has been or will be entered into between the Company, as initial owner of Units, and the Association Manager, pursuant to which Association Manager will manage the Association.

(c) "Association Manager" means the entity engaged by the company to manage the Association.



- (d) **"Blackout Dates"** means the dates established annually by the Company in accordance with Section 10(c) hereof which will not be available for Owner use of the Unit in order that the Company may book group business on those dates.
- (e) **"CC&Rs"** means the Covenants, Conditions, Restrictions and Reservations of Easements for the Hotel-Condominiums at Grand Sierra Resort, as may be amended from time to time.
- (f) **"Daily Use Fees"** means the Daily Use Fees for unit maintenance services provided by the Company under the Unit Maintenance Agreement (other than the Annual Interior Deep Cleaning charge).
- (g) **"FF&E Reserve"** means the reserve for periodic replacement of furniture, fixtures and equipment, as provided for in the Unit Maintenance Agreement.
- (h) **"Furnishings Package"** means the furnishing, furniture, accessories, appliances, curtains, carpeting, wall coverings, kitchen, bath and bedding items and such other personal property initially purchased with the Unit from the Company, including, without limitation, linens, bedding and bath accessories.
- (i) **"Guest"** means any person or persons who rents the Unit from the Company, including complimentary Guests, but excluding Owner, Owner's immediate family and other non-paying guests of Owner.
- (j) **"Hotel Management Agreement"** means the agreement, if any, between the Company and any Manager engaged by the Company to act as manager of the Hotel. If the Company manages the Hotel directly, there will be no Hotel Management Agreement.
- (k) **"Hotel Expenses"** means the expenses charged to Owner for certain Hotel costs, as described in the CC&Rs.
- (l) **"Hotel Services"** means the services provided by the Company in connection with the operation, maintenance, repair and renovation of the Unit under the Unit Maintenance Agreement.
- (m) **"Marketing Services"** means the brand and marketing services provided to the Hotel by the Company, such as marketing, reservations, guest frequency programs and related accounting services.

- (n) **"Net Room Revenue"** means all revenue derived from the rental of the Unit (but not including food and beverage, in-room entertainment, parking, telephone, internet rental, spa revenue, retail space revenue, parking revenue or other incidental revenue sources of the Hotel or any state, local or other taxes paid by any guest in the Unit in respect of his or her occupancy), less the actual cost of commissions and/or other charges paid to third party travel arrangers (including travel agents, wholesalers, membership associations, online booking arrangers, global distribution or other central reservations services providers, and the like) as well as credit card adjustments, uncollected accounts receivable and walked guest expenses.
- (o) **"Non-Routine Maintenance and Emergency Repairs Charges"** means the charges made by the Company for non-routine maintenance and emergency repairs to the Unit, in the amounts provided for in the Unit Maintenance Agreement.
- (p) **"Owner"** means the owner of the Unit identified in the introductory paragraph of this Agreement and his or her immediate family, and any other guests of Owner whose reservation is made by Owner pursuant to Section 10.
- (q) **"Rotation System"** means the unit management system used by the Company in order to ensure that in a manner determined in the Company's sole discretion, all of the Rental Units are fairly and equitably offered for rental. The Company may divide the Units into different groups based on factors such as size, location and rental rate.
- (r) **"Shared Facilities Expenses"** means the expenses charged to Owner for the Shared Facilities Unit, as described in the CC&Rs.
- (s) **"Unit"** means the Unit identified in Recitals.
- (t) **"Unit Maintenance Agreement"** means that certain agreement between the Company and Owner executed and delivered at the time of the purchase by Owner of the Unit with respect to certain Hotel Services and the payment of expenses incurred in the provision of such services, all as described therein.
- (u) **"Units"** means all of the hotel condominium units at the Hotel for which the Company serves as the exclusive rental agent.

2. **EXCLUSIVE RENTAL.** During the term of this Agreement, Owner agrees that the Company shall have the sole and exclusive right to rent the Unit to Guests, subject to the terms and conditions of this Agreement. Owner shall not lease or arrange for any short-term occupancy of the Unit other than by referral of prospective Guests to

the Company. In addition, Owner agrees not to accept any remuneration from any party other than the Company or Manager for rental of the Unit and agrees to refer to the Company or Manager all rental inquiries during the term of the Agreement.

3. **TERM.** The initial term of this Agreement shall be for five (5) years, commencing as of the Effective Date and ending on December 31st of the fifth calendar year thereafter, unless terminated earlier as provided in this Agreement. Upon expiration of the initial term, this Agreement shall be automatically renewed for additional terms of five (5) years each unless Owner or the Company, at least ninety (90) days prior to the expiration date of this Agreement or of any renewal period as the case may be, shall give written notice to the other party of its desire not to renew this Agreement. Notwithstanding the foregoing, the Company shall have the right to terminate this Agreement, in its sole and absolute discretion, with or without cause, upon sixty (60) days prior written notice to Owner. After the third anniversary of this Agreement, Owner may terminate this Agreement upon not less than 180 days prior written notice to the Company and the one time payment to the Company of a termination fee as liquidated damages equal to the greater of ten percent (10%) of the total rental revenues generated from the Company's rental of the Unit for the three years prior to the date of termination or \$2,000. If Owner, thereafter, wishes to reinstate this Agreement, Owner may request that the Company accept the Unit in the rental program, and the Company may, in its sole discretion, accept the Unit upon reinstatement of this Agreement, or the then current form of the Unit Rental Agreement offered by the Company to Unit Owners, and the payment to the Company of a reinstatement fee of \$1,000. Upon any termination of this Agreement, the Company shall prepare a final reconciliation of accounts (including all sums owed under any provision of this Agreement) and a final settlement shall be accomplished between Owner and the Company within thirty (30) days of the Company's delivery to Owner of such final reconciliation.

4. **RENTAL PROCEDURES.** The Company shall use its good faith efforts to rent the Unit in accordance with the following provisions:

- (a) **Short Term Rentals.** The Company agrees that it will offer the Unit for rent on any days not reserved by Owner on the Owner Usage Calendar. All rentals will be on a short-term basis, and the Unit shall not be rented to any one Rental Guest for a period of 28 or more days. Accordingly, all rentals shall be subject to transient occupancy taxes.
- (b) **Rental Rates.** The Company has the exclusive right to establish and adjust, from time to time, the rental rates for the Unit without notice to Owner, and to rent the Unit for the rates that it considers appropriate, in its discretion, based upon occupancy levels, seasonal demand, changes in operating costs, rates of competitive properties, and other prevailing market conditions.
- (c) **Rotation System.** During the term of this Agreement, Owner acknowledges that the Company intends to rent the Unit to Guests on a

transient basis. The Company will endeavor to rent the Unit in accordance with the Rotation System. However, the Company will rent out of order if a Guest specifically requests a particular Unit or a particular Unit type or location to the exclusion of others. In such cases, Owner agrees that such occupancy shall be in lieu of the next ensuing rental on the Rotation System; however, the skipped Unit shall be in line for any reservation that is appropriate to the next Guest request.

- (d) Collection of Accounts. The Company shall collect rent from all Guests and shall provide all accounting services necessary for the collection of such rental revenue. The Company shall bear all in-house costs associated with the collection of outstanding amounts due from Guests. The Company shall provide Marketing Services that the Company determines to be appropriate for the Hotel. The Company shall also provide Hotel Services in accordance with the terms of the Unit Maintenance Agreement.

5. MAINTENANCE AND CLEANING OF UNIT.

- (a) Unit Maintenance Standards. Throughout the term of this Agreement, Owner shall cause the Unit to be maintained, repaired and cleaned to a standard consistent with the other accommodations offered by the Company in the Hotel pursuant to the Unit Maintenance Agreement. The Company may refuse to rent the Unit if, in the Company's sole discretion, the Unit is not being maintained in a condition consistent with the accommodations offered by the Company in the Hotel. Owner shall be responsible for all costs associated with the maintenance, repair and cleaning of the Unit, in accordance with the terms of the Unit Maintenance Agreement.
- (b) Linen and Housekeeping. The Company shall provide linen service and housekeeping service for all Guests of the Unit commensurate with levels of service in comparable condominium-hotel lodging establishments.
- (c) Damage to Unit. Owner understands and agrees that as a result of rentals, damage to the Unit and its contents may occur, inadvertently or otherwise. The Company shall take reasonable steps to insure that Guests leave the Unit in the same condition as received, normal wear and tear excepted. In the event of damage, breakage or theft by Guests, the Company shall take reasonable steps to see that the Guests responsible restore the breakage or damage as necessary, in a timely manner. If the Company is unable to obtain restitution from the Guest, the Company may file a claim with the Hotel's property insurer on behalf of Owner or repair the damage and charge the cost of the repair to Shared Facilities Expenses. Owner will be responsible for the insurance deductible amount on the Association's or the Company's property insurance covering the damage to the Unit, unless

the Company or its employees or agents are directly responsible for the damage, in which case the Company will be responsible for the insurance deductible amount.

6. **UNIT COSTS, EXPENSES AND ASSESSMENTS.** Owner agrees to pay all monthly mortgage payments (if any), real estate taxes, insurance payments, monthly condominium fees, expenses charged pursuant to the Unit Maintenance Agreement and CC&Rs, and any condominium assessments promptly when due. Owner shall not allow title to the Unit to be encumbered by a lien for non-payment of fees or assessments due to the Association or the Company. In the event that any expenses, fees and/or assessments due pursuant to this Section 6 are not paid promptly when due, then the Company may, in its sole and absolute discretion and without notice or demand upon Owner, but shall not be obligated to, either: (i) withhold Owner's Rent (as hereinafter defined) until such funds are sufficient to bring the unpaid accounts current, and if and when sufficient funds are available, offset and apply Owner's Rent (as hereinafter defined) in the possession of the Company to the payment of any one or more of such unpaid accounts in such order as the Company in its sole and absolute discretion may elect; or (ii) terminate this Agreement upon five (5) days prior written notice to Owner. The Company's decision to apply all or any portion of Owner's Rent (as hereinafter defined) to the payment of any expenses, fees and/or assessments pursuant to this Section 6 shall be made in the Company's sole and absolute discretion. In no event whatsoever shall the Company be obligated to apply any Owner's Rent (as hereinafter defined) to the payment of any expenses, fees and/or assessments or to advance any of its own funds for such purposes.

7. **FURNISHING, EQUIPPING, REFURBISHING AND UPGRADES.**

(a) Furnishings Package. Owner is purchasing the Furnishings Package in connection with Owner's purchase of the Unit. Owner agrees that the Unit must at all times be consistent with the other accommodations offered by the Company in the Hotel in terms of quality and appearance. Owner agrees that Owner will not alter, modify add to remove or otherwise change the Furnishings Package except as directed by the Company. In addition, as determined from time to time by the Company, pursuant to the Unit Maintenance Agreement and the CC&Rs, Owner may be required at Owner's cost, to refurbish the Unit, including replacing, upgrading and/or augmenting furniture, accessories, appliances, curtains, carpeting, wall coverings and other items included in the Furnishings Package.

(b) Failure to Maintain Unit. In the event that Owner does not fund the purchase of the Furnishings Package, refurbishing, upgrading or modifying the Unit as required, or does not respond to the Company's request for funding within thirty (30) days after such request is made, the Company may, at its option, terminate this Agreement at any time thereafter without further notice. In the event of termination, the Company is only liable for Rent (as hereafter defined) due Owner up to the date of termination.

8. **UNIT RENTAL.** The Company and Owner agree to the following:
- (a) **Rotation System.** The Company will establish the Rotation System for the purpose of renting all units in the Hotel on a rotating and equal basis. Owner acknowledges, however, that there can be no guarantee that either operation of the rotation system or hotel guest preference will not result in the Company's hotel rooms, or the units of other owners, being rented more often than Owner's Unit. Owner hereby waives any claim Owner may have for injury or damage under this Agreement arising from the rental of hotel rooms or units of other owners under the Rotation System.
 - (b) **Discount Rates.** The Company shall have the right, in its sole and absolute discretion, to grant Guests a discount of up to 100% of the daily gross rent in the event any repairs of the Unit are required during the period of occupancy or for other guest satisfaction issues. The Company shall also have the right, in its sole discretion, to transfer the Guest renting the Unit to another Unit in the event the rebate is unacceptable to the Guest; provided that Owner shall be paid a pro rata portion of any rent received by the Company for the period in which Guest occupied the Unit.
 - (c) **Forfeited Deposits.** All reservation deposits that are forfeited and captured, and all other related cancellation charges pursuant to the Company's cancellation policy shall be allocated first to any Daily Use Fees that apply to the Unit and then shared between Owner and the Company in the percentages provided in Section 9(b) hereof.
 - (d) **Confirmed Reservations Valid Upon Termination.** Termination of this Agreement for any reason shall not cancel any confirmed reservations for the Unit, and the reservations, if not actually transferred by the Company to another Unit, shall remain binding upon, Owner, Owner's heirs, executors, legal representatives and assigns after termination of this Agreement. In the event of a termination, the Company is entitled to any commissions, fees earned and/or expenses due as a result of the reservation made or for the Marketing Services provided during the term of this Agreement.
 - (e) **Reservations.** All reservations, including Owner referrals, must be made through the Company so that they may be coordinated with other confirmed reservations. Owner shall schedule personal use of the Unit with the Company in accordance with Section 10(a) and will register with the Company upon Owner's arrival. No notice of reservations secured by the Company for Guests will be provided to Owner, except by specific request. Owner will not be able to occupy, use or enter the Unit during periods of time when the Unit has been rented, and will not be able to schedule occupancy of the Unit during periods of time when the Unit has

been reserved unless the reservation can be moved to a similar Unit prior to the time of occupancy. IN ALL EVENTS, ACCESS TO THE UNIT SHALL BE COORDINATED BY THE COMPANY, INCLUDING ACCESS DURING OWNER'S USE OF THE UNIT.

- (f) Photographs of Unit. Owner shall allow the Company to photograph the interior and/or exterior of the Unit for marketing purposes. Such photographs shall be the sole property of the Company and may be used for marketing purposes.
- (g) Changes in Rules. The rules set forth in this Section may, at the discretion of the Company, be modified so long as reasonable notice of such changes is provided to Owner.

9. RENT. The Company shall pay Owner out of the Net Room Revenue of the Unit as follows:

- (a) Monthly Profit and Loss. The Company will maintain a separate profit and loss statement for the Unit on a monthly and annually basis. The monthly and annual statements shall include calculation of Net Room Revenue, the Daily Use Fees, the amount of Rent, and any deductions from the Rent to pay amounts owed by Owner under this Agreement or under the Unit Maintenance Agreement and CC&Rs.
- (b) Calculation of Rent. Within fifteen (15) days following the end of each calendar month during the term, the Company shall calculate rent to be paid to Owner for the prior month by:
 - i) Calculating Net Room Revenue;
 - ii) Deducting therefrom the Daily Use Fees for each night that a Guest uses the Unit;
 - iii) To the extent that there shall be a balance of Net Room Revenue available after the foregoing deductions, it shall be allocated fifty percent (50%) to the Company and fifty percent (50%) to Owner as rent ("Rent").
- (c) Payment of Rent to Owner. The Owner's Rent, less the amounts payable by the Owner under the CC&Rs for Association assessments and assessments for Shared Facilities Expenses and Hotel Expenses, and under the Unit Maintenance Agreement for the FF&E Reserve and the Annual Interior Deep Cleaning charge and all transient rental taxes, and any Non-Routine Maintenance and Emergency Repairs Charges, shall be paid to Owner, except as otherwise provided in this Agreement, by check on or before the twentieth (20th) day of the month following the month for which rent is being paid. To the extent that the amount of Owner's Rent

for any month is insufficient to offset the amounts owed by Owner, the Company or the Association, as appropriate, shall send an invoice for the amount owed by Owner, and Owner shall pay all amounts owed within twenty (20) days of the date of the invoice.

- (d) Limitation of Company Duties. Except as specifically provided herein, Owner acknowledges and agrees that the Company owes no duties of any kind to Owner, including, without limitation, duties of a fiduciary nature, and the Company's non-fiduciary duties shall be limited to the payment of Rent to the extent and as and when due, and the maintenance of accurate books of account with respect to Owner's Unit.

10. **OWNER'S USE OF THE UNIT.** Owner and the Company agree that:

- (a) Owner Usage Calendar. Subject to the Company's right to impose up to twelve (12) blackout dates per year in accordance with paragraph (c) below, Owner may reserve the Unit for Owner's personal use at any time and from time to time during the term of this Agreement provided that: Owner makes an advanced reservation by completing and submitting to Manager an Owner usage calendar (the "Owner Usage Calendar") no later than January 31 of each year showing all reservation dates for the subsequent twelve (12) month period; *provided, however*, in the first year, Owner shall submit to Manager the Owner Usage Calendar on or before the closing of Owner's purchase of the Unit. If Owner fails to deliver the Owner Usage Calendar to Manager as required above, Manager may assume that the Unit is available for short-term occupancy for all dates during the subsequent twelve (12) month period. The Owner Usage Calendar shall include all dates when the Unit will be occupied by the Owner, Owner's family, and Owner's non-rental guests, being those persons to whom the Owner intends to make the Unit available without charge.
- (b) City of Reno Requirements. Owner shall comply with the applicable ordinances adopted by the City of Reno with respect to the use of the Unit by Owner, Owner's family and Owner's non-rental guests. Owner acknowledges that the City of Reno limits the use of the Unit by Owner as follows:

"Hotel-condominium is a commercial condominium development for which the units are primarily used to derive commercial income from, or provide service to the public, and may not be used as a dwelling by an owner for 28 days or more within any 12 month period. Hotel-condominiums are subject to transient lodging standards and requirements. When hotel-condominiums are not occupied by the owner, owners shall make them available for transient rental lodging use through a hotel rental management program or otherwise."

- (c) Owner Use on Non-Calendared Dates. Notwithstanding the reservation requirements in Section 10(a), if Owner desires to personally use the Unit on a date other than as set forth on the Owner Usage Calendar, Owner shall notify Manager of the desire to personally use the Unit. If Manager has not received a tentative or confirmed reservation for the Unit on the dates requested by Owner, Manager shall make every reasonable effort to accommodate such a request. If Manager has received a tentative or confirmed reservation for use of the Unit, Manager may deny such request and Owner shall have no right to personally use the Unit. Manager is under no obligation to inform Owner of any changes in availability based on cancellations, no-shows, change in dates, reduced blocks for group reservations, or any other similar circumstances.
- (d) Blackout Dates. The Company shall have the right to establish, by annual written notice to Owner, up to twelve (12) dates per year that shall not be available for Owner usage of the Unit ("Blackout Dates"). Owner acknowledges that these Blackout Dates are necessary in order for the Company to book certain large convention and group business, and that these dates will vary from year to year. By December 1 of each year, the Company will provide notice to Owner of the Blackout Dates for the 12 month period beginning February 1 of each year. The Company agrees that Blackout Dates shall not include any of the following days: Christmas, New Year's, Memorial Day, July 4th, Labor Day, or any of the days designated by the City of Reno for the annual events known as "Hot August Nights," "National Air Races," or "Street Vibrations."
- (e) Registration, Check-in and Check-out Policies. Owner shall register at the front desk of the Hotel in order to receive a key to Owner's Unit. Owner and his or her personal guests shall: (i) comply with any applicable arrival/departure requirements established by Manager for use of the Unit during holidays, special events, and peak occupancy periods; and (ii) comply with any established check-in and check-out procedures and times. Owner shall not enter the Unit, nor use any common areas appurtenant to the Unit, nor permit any person, whether family member, repairman, or Owner's non-rental guest to do so, other than during previously reserved dates of occupancy by Owner, without prior notification to, approval of, and coordination with Manager.
- (f) Hotel Services. For any day that Owner or Guests use the Unit, the Company will provide its standard daily housekeeping and cleaning service and supply the standard hotel amenities (such as soap, shampoo, coffee, etc), pursuant to the terms of the Unit Maintenance Agreement.
- (g) Credit Card Authorization. In order to assure Owner's timely payment of funds, Owner agrees to maintain a valid credit card authorization on file

with Manager's Finance Department at all times as a source of funds. This card will be used to pay all expenses owed that are past due by 30 days from the date of the statement. The Company will mail Owner a copy of the receipt within thirty (30) days of each charge. Owner hereby authorizes the Company and Manager to access the credit established in this paragraph in order to meet Owner's financial obligations under this Agreement.

- (h) Alternative Accommodations. The Company may, in its sole discretion, provide Owner with accommodation in another unit with similar features in the event that it determines that the Unit is not available for any reason for Owner's use.

11. COMPLIMENTARY USE OF UNIT. In an effort to continue to promote rental of the Unit and to familiarize representatives of corporate customers, travel agencies and promoters, airlines and other organizations with the Hotel, the Company may, for up to five (5) nights per year, provide complimentary use of the Unit, without charge or expense, to anyone who in its sole discretion, the Company believes will serve the long term best interests and goal of maximizing the value of the hotel and the Unit; provided, however, that the Company will use its best efforts to ensure that complimentary use does not displace paying Guests.

12. RULES, REGULATIONS AND STANDARDS. Owner shall at all times abide by and comply with all rules and regulations established from time to time by the Company and/or the Manager. Owner shall also ensure, at Owner's sole cost and expense, that the Unit shall at all times comply with all standards established from time to time by the Company and with all inspection reports and product improvement plans issued from time to time by the Company. Owner covenants and agrees not to interfere with, at any time, the employees, agents and/or contractors of the Company and/or Manager. Owner further agrees that, in order to maintain the uniform appearance of the Unit and maintain the quality standards of the Hotel, he or she will not display any signs that are visible to the public from the inside or outside of the Unit.

13. LIMITED POWER OF ATTORNEY. Owner does hereby irrevocably name, constitute and appoint the Company, its legal representatives, successors and assigns as Owner's attorney-in-fact for the term of this Agreement for the limited purposes of (i) providing Guests with full access to all areas associated with the Unit, (ii) causing Unit maintenance activities required of the Company to be undertaken promptly, (iii) issuing and signing confirmed reservations for the Unit and (iv) taking any action that may be lawfully permitted and required to evict any Guest.

14. (a) ASSIGNMENT BY THE COMPANY. The Company may assign this Agreement without Owner's consent to any affiliate of the Company or to any successor operator or Owner of the Hotel.

(b) **ASSIGNMENT BY OWNER.** Owner may not assign this Agreement, in whole or in part, except with the prior written consent of the Company. In the event of any sale, assignment or other hypothecation of 100% of Owner's interest in the Unit, this Agreement shall automatically terminate. The assignee of the Unit may, upon acceptance by the Company, enter into a Unit Rental Agreement with the Company in the form then offered by the Company to all Unit Owners. Notwithstanding that this Agreement shall terminate, the assignee of the Unit shall be subject to the obligation to make the Unit available for all tentative and confirmed reservations held by the Company as of the date of the sale, and the rental terms of Section 9 hereof shall apply with respect to any Rental Revenues earned in connection with the use of the Unit pursuant to such reservations. Owner shall be required to obtain the written agreement of any buyer that all confirmed or tentative reservations for the Unit existing as of the date of the sale will be honored. Owner shall coordinate times to show the Unit for purposes of a sale of the Unit with the Company. The Company shall attempt to accommodate such showings commensurate with Rental Guest use.

15. **DEFAULT BY OWNER.** If Owner shall default in the performance of Owner's obligations under this Agreement or fail to abide by the rules and regulations established from time to time by the Company and such default shall continue sixty (60) days after Owner's receipt of written notice from the Company detailing the default in question, the Company may, in addition to all other remedies available to the Company at law, terminate this Agreement and/or temporarily cease its efforts to rent the Unit pursuant to this Agreement until such time as Owner has cured the default or satisfied the deficiency; provided, however, if, as a result of such default, the Unit is not in a condition suitable for rental, the Company may immediately cease renting the Unit until such time as Owner's default is cured at Owner's expense.

16. **DEFAULT BY THE COMPANY.** If the Company shall default in the performance of its obligations under this Agreement and shall fail to cure such default within sixty (60) days after the Company's receipt of written notice from Owner detailing the default in question, Owner may, as its sole and exclusive remedy, terminate this Agreement by delivery to the Company of a written termination notice at any time prior to the date that the Company has cured the default in question.

17. **MANAGEMENT AND OPERATION OF THE HOTEL.** Owner acknowledges that the Company has entered into, or may enter into, a Hotel Management Agreement and Association Management Agreement. Owner hereby consents to and approves such agreements. Owner further acknowledges that the Company has expended substantial funds to purchase the equipment for the use of all owners and users of units in the Hotel. In consideration of, and as a material inducement for the Company's investment in such equipment and other matters relating to Hotel, Owner agrees, during the term of this Agreement, that Owner will not take any action to terminate, or cause the termination of the Hotel Management Agreement or the Association Management Agreement including, without limitation, taking any action pursuant to the Uniform Common-Interest Ownership Act of the State of Nevada, as amended from time to time (hereinafter called the "Act"), and as to all matters and meetings relating to the Hotel in

which Owner has the right to consent to and/or to vote, Owner will, during the term of this Agreement, consent to and vote in favor of: (i) the Company's and/or Manager's management of the Hotel and the ratification and approval of the Association Management Agreement; (ii) the Company's and/or Manager's operation of the Hotel in accordance with the requirements of the Hotel Management Agreements; (iii) the Association's execution and delivery to the Company and/or the Manager of any guaranty agreement required pursuant to or in connection with the Hotel Management Agreement; and (iv) the Association's reimbursement to the Company of all penalties and charges incurred by the Company in connection with the Hotel Management Agreement or the Association Management Agreement.

18. NO GUARANTEED RENTAL. OWNER ACKNOWLEDGES THAT THERE ARE NO RENTAL INCOME GUARANTEES OF ANY NATURE, NO POOLING AGREEMENTS WHATSOEVER, AND NO REPRESENTATIONS OTHER THAN WHAT IS CONTAINED IN THIS AGREEMENT. NEITHER THE COMPANY NOR MANAGER GUARANTEES THAT OWNER WILL RECEIVE ANY MINIMUM PAYMENTS UNDER THIS AGREEMENT OR THAT OWNER WILL RECEIVE RENTAL INCOME EQUIVALENT TO THAT GENERATED BY ANY OTHER UNIT IN THE HOTEL.

19. OWNER'S ACKNOWLEDGEMENTS.

A) OWNER UNDERSTANDS AND ACKNOWLEDGES THAT EXECUTION OF THIS AGREEMENT AND PARTICIPATION IN THE UNIT RENTAL PROGRAM AT THE HOTEL IS VOLUNTARY, AT THE OPTION OF THE OWNER, AND IS NOT A REQUIREMENT OF OWNERSHIP OF THE UNIT. OWNER FURTHER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT NEITHER THE COMPANY NOR MANAGER, OR ANY OF THEIR RESPECTIVE OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS, SUBSIDIARIES, PARENT THE COMPANY AND AFFILIATES HAS (I) MADE ANY STATEMENTS OR REPRESENTATIONS WITH RESPECT TO THE ECONOMIC OR TAX BENEFITS OF OWNERSHIP OF THE UNIT; (II) EMPHASIZED THE ECONOMIC BENEFITS TO BE DERIVED FROM THE MANAGERIAL EFFORTS OF THE COMPANY OR MANAGER OR FROM PARTICIPATION IN THE UNIT MANAGEMENT PROGRAM; (III) MADE ANY SUGGESTION, IMPLICATION, STATEMENT OR REPRESENTATION, THAT ANY POOLING ARRANGEMENT WILL EXIST WITH PARTICIPANTS IN THIS PROGRAM OR THAT OWNER WILL SHARE IN ANY WAY IN THE RENTAL PROCEEDS OF OTHER UNIT OWNERS IN THE HOTEL; OR (IV) MADE ANY SUGGESTION, IMPLICATION, STATEMENT OR REPRESENTATION, THAT OWNER IS NOT PERMITTED TO RENT THE UNIT DIRECTLY OR TO USE OTHER RESERVATIONS AGENTS TO RENT THE UNIT.

B) PURSUANT TO THE TERMS OF ANY HOTEL MANAGEMENT AGREEMENT THAT HAS BEEN OR MAY BE ENTERED INTO BY THE COMPANY WITH A MANAGER, EITHER THE COMPANY OR MANAGER MAY

TERMINATE SAME IN ACCORDANCE WITH THE PROVISIONS THEREOF AND THEREFORE OWNER HEREBY ACKNOWLEDGES THAT THERE CAN BE NO GUARANTEE THAT MANAGER WILL OPERATE THE HOTEL THROUGHOUT THE TERM OF THIS AGREEMENT. THE EVENT OF A TERMINATION OF MANAGER AS THE OPERATOR SHALL NOT CONSTITUTE A DEFAULT UNDER THIS AGREEMENT AND THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REPLACE MANAGER WITH ANOTHER OPERATOR OF THE COMPANY'S CHOOSING.

20. **OWNERSHIP OF MARKS.** Owner acknowledges that the names "GRAND SIERRA RESORT" and the other Grand Sierra trademarks and service marks (collectively, "Marks") have acquired valuable secondary meanings and goodwill in the minds of the hospitality trade and the public and that services and products bearing the name "Grand Sierra" and/or any of the other Marks have acquired a reputation of the highest quality of hotel service. Without prejudice to this Agreement, Owner acknowledges that Owner has no claim to any right, title and interest in and to the Marks or any and all forms or embodiments thereof nor to the goodwill attached to the Marks in connection with the business, operations and goods in relation to which the same have been and may be used by Owner. The Company shall have the sole and exclusive right to use of the Marks for marketing and operation of the Hotel, and Owner shall have no right to use such Marks at any time during or after the term of this Agreement for any purpose except with the prior written consent of the Company. Owner will not at any time do or suffer to be done any act or thing which may, in any way, impair the rights of Manager in and to the Marks or which may affect the validity of the Marks or which may depreciate the value of the "GRAND SIERRA" names or any of the other Marks or the established prestige and goodwill connected with any of the same.

21. **MISCELLANEOUS PROVISIONS.** This Agreement shall be subject to and contingent upon the following:

- (a) Limitation of Liability. Neither the Company nor Manager, nor any of their respective officers, representatives, employees, agents, subsidiaries, parent and affiliates shall be liable for any loss or damage to any person or property, including, but not limited to, Owner, the Guests, the Unit and its equipment, furnishings and appliances, of any nature resulting from any accident or occurrence in or upon the Unit, or the building in which the Unit is a part, including but not limited to, any and all claims, demands, damages, costs and expenses (including, without limitation, attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) resulting from: (i) the acts or omissions of Guests; (ii) wind, rain or other elements; or (iii) theft, vandalism, fire, earthquake, storm or other casualty; strikes, lockouts, or other labor interruptions; war, rebellion, riots or other civil unrest; or any other similar event beyond the control of the Company or Manager.

- (b) Entire Agreement; Amendments. The parties hereto agree and acknowledge that this Agreement, together with the Unit Maintenance Agreement, constitutes the entire Agreement between the parties with respect to the rental of the Unit, and there are no oral or written amendments, modifications, other agreements or representations. The Company may, no more frequently than once each year, upon at least sixty (60) days prior written notice to Owner, modify the services to be provided by the Company and/or adjust the charges payable for services provided for herein to reflect additions or changes in services provided by the Company generally to all Hotel guests, and to reflect actual changes in the cost of providing services by the Company generally to all Hotel guests; provided that the Company shall not increase the charges to Owner by more than seven percent (7%) per year without Owner's written consent. Except for this annual adjustment to services and charges, this Agreement may not be amended, supplemented, terminated or modified except with the prior written agreement of Owner and the Company.
- (c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, without giving application to principles of conflicts of laws which shall control all matters relating to the execution, validity and enforcement of this Agreement.
- (d) Alternative Dispute Resolution. The parties agree that any disputes arising out of or relating to this Agreement shall be resolved in accordance with the Dispute Resolution Addendum Agreement attached to the Unit Maintenance Agreement as SCHEDULE B, and that all references to the Unit Maintenance Agreement in the Dispute Resolution Addendum Agreement shall be deemed to refer to this Agreement for purposes of the resolution of disputes arising out of or with respect to this Agreement.
- (e) Authority of Single Owner. Recognizing the fact that there may be several Owners of a single Unit, it is hereby agreed that Owner's designate, as listed on the front page of this Agreement, shall have the authority to issue any and all instructions to the Company, and the Company shall act in reliance thereon.
- (f) Severability. If any clause or provision of this Agreement shall be held invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this Agreement and the balance of the provisions of this Agreement shall remain in full force and effect.
- (g) Notices. Any notice or demand required under this Agreement or by law shall be in writing and shall be deemed effective upon receipt if sent by personal delivery, upon one (1) business day if sent by express overnight delivery with a nationally recognized courier service (such as Federal Express) or three (3) business days after having been sent by US mail,

certified mail, return receipt requested and addressed to the parties at the addresses set forth above in the recitals of this Agreement. Either party may change such addresses with written notice to the other party.

(h) Authorization. Owner represents and warrants to the Company that Owner has the full authority to enter into this Agreement, and that there is no other party with an interest in the Unit whose joinder in this Agreement is necessary.

(i) Time of the Essence. For all purposes of this Agreement it shall be understood that time is of the essence.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

GRAND SIERRA OPERATING CORP.

OWNER:

By:

Signature

Print Name:

DOUGLAS BENNINGTON

Title:

DIR - Cust. - Serv.

Print Name: _____

Signature

Print name:

TIMOTHY D. KAPLAN

Signature of Co-Owner (if any)

Print name: _____

Dated signed: _____

Signed and delivered in the presence of:

Witness:

[type: Name of Witness]

Witness:

[type: Name of Witness]

Date signed:

2/5/07

Smoking / Non-smoking Unit Designation:

While managing and taking reservations for your unit, the Company would like to designate it as nonsmoking unless you request otherwise. Although the Company cannot guarantee that someone will not smoke in a non-smoking unit, it is the Company's experience that most people honor this request. Please initial below ONLY IF YOU WANT YOUR UNIT TO BE A SMOKING UNIT. OTHERWISE, IT WILL BE DESIGNATED A NON-SMOKING UNIT.

I would like to designate my Unit # _____ as a Smoking Unit

1 CODE: 2540
2 Jarrad C. Miller, Esq. (NV Bar No. 7093)
3 Jonathan J. Tew, Esq. (NV Bar No. 11874)
4 Robertson, Johnson, Miller & Williamson
5 50 West Liberty Street, Suite 600
6 Reno, Nevada 89501
7 Telephone: (775) 329-5600
8 Attorneys for Plaintiffs
9

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SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, GRAND SIERRA
RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada Limited
Liability Company and DOE DEFENDANTS
1 THROUGH 10, inclusive,

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on January 7, 2015, the Court issued an Order Appointing Receiver and Directing Defendants' Compliance ("Order Appointing Receiver"). A copy of the Order Appointing Receiver *without exhibits* is attached hereto as Exhibit "1" and made a part hereof by reference.

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AFFIRMATION

Pursuant to N.R.S. § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 7th day of January, 2015.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON

By: /s/ Jarrad C. Miller
Jarrad C. Miller, Esq.
Jonathan J. Tew, Esq.
Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of
4 18, and not a party within this action. I further certify that on the 7th day of January, 2015, I
5 electronically filed the foregoing **NOTICE OF ENTRY OF ORDER [without Exhibit Nos. 1,**
6 **2 and 3 to the Order Appointing Receiver]** with the Clerk of the Court by using the ECF
7 system which served the following parties electronically:

8 H. Stan Johnson, Esq.
9 Steven B. Cohen, Esq.
10 Cohen-Johnson, LLC
11 255 E. Warm Springs Road, Suite 100
12 Las Vegas, NV 89119
13 Facsimile: (702) 823-3400
14 Email: sjohnson@cohenjohnson.com
15 *Attorneys for Defendants*

Mark Wray, Esq.
The Law Offices of Mark Wray
608 Lander Street
Reno, NV 89509
Facsimile: (775) 348-8351
Email: mwray@markwraylaw.com
Attorneys for Defendants

13 I further certify that on the 7th day of January, 2015, I caused to be hand delivered, a true
14 and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER [including Exhibit Nos.**
15 **1, 2 and 3 to the Order Appointing Receiver]**, addressed to the following:

16 Mark Wray, Esq.
17 The Law Offices of Mark Wray
18 608 Lander Street
19 Reno, NV 89509
20 Facsimile: (775) 348-8351
21 Email: mwray@markwraylaw.com
22 *Attorneys for Defendants*

23 /s/ Teresa W. Stovak
24 An Employee of Robertson, Johnson,
25 Miller & Williamson
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INDEX OF EXHIBITS

<u>Ex.</u>	<u>Description</u>	<u>Pgs.</u>
1.	Order Appointing Receiver and Directing Defendants' Compliance [without exhibits]	10

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

CV12-02222
DC-09900062812-001
ALBERT THOMAS ETAL VS MEI 10 Pages
District Court 01/07/2015 10:07 AM
Washoe County
2745
CWA0167E

1 CODE: 3245
2 Jarrad C. Miller, Esq. (NV Bar No. 7093)
3 Jonathan J. Tew, Esq. (NV Bar No. 11874)
4 Robertson, Johnson, Miller & Williamson
5 50 West Liberty Street, Suite 600
6 Reno, Nevada 89501
7 (775) 329-5600
8 Attorneys for Plaintiffs

FILED

JAN - 7 2015

JACQUELINE BRYANT, CLERK

By: *S. Mansfield*
DEPUTY CLERK

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

8 ALBERT THOMAS, individually; *et al.*,

9 Plaintiffs,

10 vs.

Case No. CV12-02222

Dept. No. 10

11 MEI-GSR Holdings, LLC, a Nevada Limited
12 Liability Company, GRAND SIERRA
13 RESORT UNIT OWNERS' ASSOCIATION,
14 a Nevada nonprofit corporation, GAGE
15 VILLAGE COMMERCIAL
16 DEVELOPMENT, LLC, a Nevada Limited
17 Liability Company and DOE DEFENDANTS
18 1 THROUGH 10, inclusive,

Defendants.

ORDER APPOINTING RECEIVER AND DIRECTING DEFENDANTS' COMPLIANCE

18 This Court having examined Plaintiffs' Motion for Appointment of Receiver ("Motion"),
19 the related opposition and reply, and with *good* cause appearing finds that Plaintiffs have
20 submitted the credentials of a candidate to be appointed as Receiver of the assets, properties.
21 books and records, and other items of Defendants as defined herein below and have advised the
22 Court that this candidate is prepared to assume this responsibility if so ordered by the Court.

23 **IT IS HEREBY ORDERED** that, pursuant to this Court's October 3, 2014 Order, and
24 N.R.S. § 32.010(1), (3) and (6), effective as of the date of this Order, James S. Proctor, CPA,
25 CFE, CVA and CFF ("Receiver") shall be and is hereby appointed Receiver over Defendant
26 Grand Sierra Resort Unit Owners' Association, A Nevada Non-Profit Corporation ("GSRUOA").

27 The Receiver is appointed for the purpose of implementing compliance, among all
28 condominium units, including units owned by any Defendant in this action (collectively, "the

Property”), with the Covenants Codes and Restrictions recorded against the condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements (“Governing Documents”). (See, Exhibits 1, 2 and 3.)

The Receiver is charged with accounting for all income and expenses associated with the compliance with the Governing Documents from forty-five (45) days from the date of entry of this Order until discharged.

All funds collected and/or exchanged under the Governing Documents, including those collected from Defendants, shall be distributed, utilized, or, held as reserves in accordance with the Governing Documents.

IT IS FURTHER ORDERED that the Receiver shall conduct itself as a neutral agent, of this court and not as an agent of any party.

IT IS FURTHER ORDERED that the Receiver is appointed without the need of filing or posting of a bond.

IT IS FURTHER ORDERED that Defendants MEI-GSR Holdings, LLC and Gage Village Commercial shall cooperate with the Receiver in accomplishing the terms described in this Order.

IT IS FURTHER ORDERED that, to enforce compliance with the Governing Documents the Receiver shall have the following powers, and responsibilities, and shall be authorized and empowered to:

1. General

a. To review and/or take control of:

i. all the records, correspondence, insurance policies, books and accounts of or relating to the Property which refer to the Property, any ongoing construction and improvements on the Property, the rent or liabilities pertaining to the Property.

ii. all office equipment used by Defendants in connection with development; improvement, leasing, sales, marketing and/or conveyance of the Property and the buildings thereon; including all computer equipment, all software programs and

1 passwords, and any other information, data, equipment or items necessary for the
2 operations with respect to the Property, whether in the possession and control of
3 Defendants or its principals, agents, servants or employees; provided, however
4 that such books, records, and office equipment shall be made available for the use
5 of the agents, servants and employees of Defendants in the normal course of the
6 performance of their duties not involving the Property.

7 iii. all deposits relating to the Property, regardless of when received, together
8 with all books, records, deposit books, checks and checkbooks, together with
9 names, addresses, contact names, telephone and facsimile numbers where any and
10 all deposits are held, plus all account numbers.

11 iv. all accounting records, accounting software, computers, laptops,
12 passwords, books of account, general ledgers, accounts receivable records,
13 accounts payable records, cash receipts records, checkbooks, accounts, passbooks,
14 and all other accounting documents relating, to the Property.

15 v. all accounts receivable, payments, rents, including all statements and
16 records of deposits, advances, and prepaid contracts or rents, if applicable,
17 including, any deposits with utilities and/or government entities relating to the
18 Property.

19 vi. all insurance policies relating to the Property.

20 vii. all documents relating to repairs of the Property, including all estimated
21 costs or repair.

22 viii. documents reasonably requested by Receiver.

23 b. To use or collect:

24 i. The Receiver may use any federal taxpayer identification number relating
25 to the Property for any lawful purpose.

26 ii. The Receiver is authorized and directed to collect and; open all mail of
27 GSRUOA relating to the Property.
28

1 c. The Receiver shall not become personally liable for environmental contamination
2 or health and safety violations.

3 d. The Receiver is an officer and master of the Court and, is entitled to effectuate the
4 Receiver's duties conferred by this Order, including the authority to communicate *ex parte* on the
5 record with the Court when in the opinion of the Receiver, emergency judicial action is
6 necessary.

7 e. All persons and entities owing, any money to GSRUOA directly or indirectly
8 relating to the Property shall pay the same directly to the Receiver. Without limiting the
9 generality of the foregoing; upon presentation of a conformed copy of this order, any financial
10 institution holding deposit accounts, funds or property of GSRUOA turnover to the Receiver
11 such funds at the request of the Receiver.

12 2. *Employment*

13 To hire, employ, and retain attorneys, certified public accountants; investigators, security
14 guards, consultants, property management companies, brokers, appraisers, title companies,
15 licensed construction control companies, and any other personnel or employees which the
16 Receiver deems necessary to assist it in the discharge of his duties.

17 3. *Insurance*

18 a. To maintain adequate insurance for the Property to the same extent and, in the
19 same manner as, it has heretofore been insured, or as in the judgment of the Receiver may seem
20 fit and proper, and to request all presently existing policies to be amended by adding the
21 Receiver and the receivership estate as an additional insured within 10-days of the entry of the
22 order appointing the Receiver. If there is inadequate insurance or if there are insufficient funds in
23 the receivership estate to procure adequate insurance, the Receiver is directed to immediately
24 petition the court for instructions. The Receiver may, in his discretion, apply for any bond or
25 insurance providing coverage for the Receiver's conduct and operations of the property, which
26 shall be an expense of the Property, during the period in which the Property is uninsured or
27 underinsured. Receiver shall not be personally responsible for any claims arising therefore.

1 b. To pay all necessary insurance premiums for such insurance and all taxes and
2 assessments levied on the Property during the receivership.

3 4. ***Treatment of Contracts***

4 a. To continue in effect any contracts presently existing and not in default relating to
5 the Property.

6 b. To negotiate, enter into and modify contracts affecting any part or all of the
7 Property.

8 c. The Receiver shall not be bound by any contract between Defendants and any
9 third party that the Receiver does not expressly assume in writing, including any portion of any
10 lease that constitutes the personal obligation of Defendants, but which does not affect a tenant's
11 quiet enjoyment of its leasehold estate.

12 d. To notify all local, state and federal governmental agencies, all vendors and
13 suppliers, and any and all others who provide goods or services to the Property of his
14 appointment-as Receiver of GSRUOA.

15 e. No insurance company may cancel its existing current-paid policy as a result of
16 the appointment of the Receiver, without prior order of this Court.

17 5. ***Collection***

18 To demand, collect and receive all dues, fees, reserves, rents and revenues derived from
19 the Property.

20 6. ***Litigation***

21 a. To bring and prosecute all proper actions for (i) the collection of rents or any
22 other income derived from the Property, (ii) the removal from the Property of persons not
23 entitled to entry thereon, (iii) the protection of the Property, (iv) damage caused to the Property;
24 and (v) the recovery of possession of the Property.

25 b. To settle and resolve any actual or potential litigation, whether or not an action
26 has been commenced, in a manner which, in the exercise of the Receiver's judgment is most
27 beneficial to the receivership estate.
28

1 7. ***Reporting***

2 a. The Receiver shall prepare on a monthly basis, commencing the month ending 30
3 days after his appointment, and by the last day of each month thereafter, so long as the Property
4 shall remain in his possession or care, reports listing any Receiver fees (as described herein
5 below), receipts and disbursements, and any other significant operational issues that have
6 occurred during the preceding month. The Receiver is directed to file such reports with this
7 Court. The Receiver shall serve a copy of this report on the attorneys of record for the parties to
8 this action.

9 b. The Receiver shall not be responsible for the preparation and filing of tax returns
10 on behalf of the parties.

11 8. ***Receivership Funds /Payments/ Disbursements***

12 a. To pay and discharge out of the Property's rents and/or GSRUOA monthly dues
13 collections all the reasonable and necessary expenses of the receivership and the costs and
14 expenses of operation and maintenance of the Property, including all of the Receiver's and
15 related fees, taxes, governmental assessments and charges and the nature thereof lawfully
16 imposed upon the Property.

17 b. To expend funds to purchase merchandise, materials, supplies and services as the
18 Receiver deems necessary and advisable to assist him in performing his duties hereunder and to
19 pay therefore the ordinary and usual rates and prices out of the funds that may come into the
20 possession of the Receiver.

21 c. To apply, obtain and pay any reasonable fees for any lawful license permit or
22 other governmental approval relating to the Property or the operation thereof, confirm the
23 existence of and, to the extent, permitted by law, exercise the privilege of any existing license or
24 permit or the operation thereof, and do all things necessary to protect and maintain such licenses,
25 permits and approvals.

26 d. To open and utilize bank accounts for receivership funds.
27
28

1 e. To present for payment any checks, money orders or other forms of payment
2 which constitute the rents and revenues of the Property, endorse same and collect the proceeds
3 thereof.

4 9. *Administrative Fees and Costs*

5 a. The Receiver shall be compensated at a rate that is commensurate with industry
6 standards. As detailed below, a monthly report will be created by the Receiver describing the fee,
7 and work performed. In addition, the Receiver shall be reimbursed for all expenses incurred by
8 the Receiver on behalf of the Property.

9 b. The Receiver, his consultants, agents, employees, legal counsel, and professionals
10 shall be paid on an interim monthly basis. To be paid on a monthly basis, the Receiver must
11 serve, a statement of account on all parties each month for the time and expense incurred in the
12 preceding calendar month. If no objection thereto is filed with the Court and served on the
13 attorneys of record for the parties to this action on or within ten (10) days following service
14 thereof, such statement of account may be paid by the Receiver. If an objection is timely filed
15 and served, such statement of account shall not be paid absent further order of the Court. In the
16 event objections are timely made to fees and expenses, the portion of the fees and expenses as to
17 which no objection has been interposed may be paid immediately following the expiration of the
18 ten-day objection period: The portion of fees and expenses to which: an objection has been
19 timely interposed may be paid within ten (10) days of an agreement among the parties or entry of
20 a Court order adjudicating the matter.

21 c. Despite the periodic payment of Receiver's fees and administrative expenses, such
22 fees and expenses shall be submitted to the Court for final approval and confirmation in the form
23 of either, a stipulation among the parties or the, Receiver's final account and report.

24 d. To generally do such other things as may be necessary or incidental to the
25 foregoing specific powers directions and general authorities and take actions relating to
26 the Property beyond the scope contemplated by the provisions set forth above, provided the
27 Receiver obtains prior court approval for any actions beyond the scope contemplated herein.
28

1 10. ***Order in Aid of Receiver***

2 **IT IS FURTHER ORDERED** Defendants, and their agents, servants and employees,
3 and those acting in concert with them, and each of them, shall not engage in or perform directly
4 or indirectly, any or all of the following acts:

5 a. Interfering with the Receiver, directly or indirectly; in the management and
6 operation of the Property.

7 b. Transferring, concealing, destroying, defacing or altering any of the instruments,
8 documents, ledger cards, books, records, printouts or other writings relating to the Property, or
9 any portion thereof.

10 c. Doing any act which will, or which will tend to, impair, defeat, divert, prevent or
11 prejudice the preservation of the Property or the interest of Plaintiffs in the Property.

12 d. Filing suit against the Receiver or taking other action against the Receiver without
13 an order of this Court permitting the suit or action; provided, however, that no prior court order
14 is required to file a motion in this action to enforce the provisions of the Order or any other order
15 of this Court in this action.

16 **IT IS FURTHER ORDERED** that Defendants and any other person or entity who may
17 have possession, custody or control of any Property, including any of their agents,
18 representatives, assignees, and employees shall do the following:

19 a. Turn over to the Receiver all documents which constitute or pertain to all
20 licenses, permits or, governmental approvals relating to the Property.

21 b. Turn over to the Receiver all documents which constitute or pertain to insurance
22 policies, whether currently in effect or lapsed which relate to the Property.

23 c. Turn over to the Receiver all contracts, leases and subleases, royalty agreements,
24 licenses, assignments or other agreements of any kind whatsoever, whether currently in effect or
25 lapsed, which relate to any interest in the Property.

26 d. Turn over to the Receiver all documents pertaining to past, present or future
27 construction of any type with respect to all or any part of the Property.

1 e. Turn over to the Receiver all rents, dues, reserves and revenues derived from the
2 Property wherever and in whatsoever mode maintained.

3 f. Nothing in the Order shall be intended to, nor shall be construed to, require the
4 Defendants to turn over any documents protected from disclosure by either the attorney-client
5 privilege or the attorney work product privilege.

6 g. Immediately advise the Receiver about the nature and extent of insurance
7 coverage on the Property.

8 h. Immediately name the Receiver as an additional insured on each insurance policy
9 on the Property.

10 i. DO NOT cancel, reduce, or modify the insurance coverage.

11 **IT IS FURTHER ORDERED** that nothing contained herein, nor any powers conferred
12 on the Receiver pursuant to this Order, shall in any manner delegate, confer, empower or grant to
13 the Receiver any interest in the management of the gaming assets of the property, or confer any
14 rights to share in the management or the profit or loss of the casino operations, nor in any
15 manner manage any portion of the Property not specifically included in this order.

16 **IT IS FURTHER ORDERED** that the Receiver shall promptly, if requested to do so,
17 execute any further additional documents reasonably requested by Defendants' lenders or others
18 to confirm that other than as set forth herein, no transference, sale, hypothecation, or other
19 encumbrance has resulted which would create a change in ownership or management of MEI-
20 GSR.

21 DATED this 6 day of Jan, 2015.

22 
23 _____
24 DISTRICT COURT JUDGE

25 Submitted by:

26 /s/ Jarrad C. Miller

27 Jarrad C. Miller, Esq.
28 Attorney for Plaintiffs

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5 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF WASHOE
7 * * *

8 ALBERT THOMAS, individually, et al,

9 Plaintiffs,

Case No: CV12-02222

10 vs.

Dept. No: 10

11 MEI-GSR Holdings, LLC, a Nevada Limited
12 Liability Company, et al,

13 Defendants.
14 _____/

15 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**

16 This action was commenced on August 27, 2012, with the filing of a COMPLAINT ("the
17 Complaint"). The Complaint alleged twelve causes of action: 1) Petition for Appointment of a
18 Receiver as to Defendant Grand Sierra Resort Unit-Owners' Association; 2) Intentional and/or
19 Negligent Misrepresentation as to Defendant MEI-GSR; 3) Breach of Contract as to Defendant
20 MEI-GSR; 4) Quasi-Contract/Equitable Contract/Detrimental Reliance as to Defendant MEI-GSR;
21 5) Breach of the Implied Covenant of Good Faith and Fair Dealing as to Defendant MEI-GSR;
22 6) Consumer Fraud/Nevada Deceptive Trade Practices Act Violations as to Defendant MEI-GSR; 7)
23 Declaratory Relief as to Defendant MEI-GSR; 8) Conversion as to Defendant MEI-GSR; 9) Demand
24 for an Accounting as to Defendant MEI-GSR and Defendant Grand Sierra Unit Owners Association;
25 10) Specific Performance Pursuant to NRS 116.122, Unconscionable Agreement; 11) Unjust
26 Enrichment/Quantum Meruit against Defendant Gage Village Development; 12) Tortious
27 Interference with Contract and/or Prospective Business Advantage against Defendants MEI-GSR
28

1 and Gage Development. The Plaintiffs (as more fully described *infra*) were individuals or other
2 entities who had purchased condominiums in the Grand Sierra Resort ("GSR"). A FIRST
3 AMENDED COMPLAINT ("the First Amended Complaint") was filed on September 10, 2012.
4 The First Amended Complaint had the same causes of action as the Complaint.

5 The Defendants (as more fully described *infra*) filed an ANSWER AND COUNTERCLAIM
6 ("the Answer") on November 21, 2012. The Answer denied the twelve causes of action; asserted
7 eleven affirmative defenses; and alleged three Counterclaims. The Counterclaims were for: 1)
8 Breach of Contract; 2) Declaratory Relief; 3) Injunctive Relief.

9 The Plaintiffs filed a SECOND AMENDED COMPLAINT ("the Second Amended
10 Complaint") on March 26, 2013. The Second Amended Complaint had the same causes of action as
11 the Complaint and the First Amended Complaint. The Defendants filed an ANSWER TO SECOND
12 AMENDED COMPLAINT AND COUNTER CLAIM ("the Second Answer") on May 23, 2013.
13 The Second Answer generally denied the allegations in the Second Amended Complaint and
14 contained ten affirmative defenses. The Counterclaims mirrored the Counterclaims in the Answer.

15 The matter has been the subject of extensive motion practice. There were numerous
16 allegations of discovery abuses by the Defendants. The record speaks for itself regarding the
17 protracted nature of these proceedings and the systematic attempts at obfuscation and intentional
18 deception on the part of the Defendants. Further, the Court has repeatedly had to address the
19 lackadaisical and inappropriate approach the Defendants have exhibited toward the Nevada Rules of
20 Civil Procedure, the District Court Rules, the Washoe District Court Rules, and the Court's orders.
21 The Defendants have consistently, and repeatedly, chosen to follow their own course rather than
22 respect the need for orderly process in this case. NRCP 1 states that the rules of civil procedure
23 should be "construed and administered to secure the just, speedy, and inexpensive determination of
24 every action." The Defendants have turned this directive on its head and done everything possible to
25 make the proceedings unjust, dilatory, and costly.

26 The Court twice has addressed a request to impose case concluding sanctions against the
27 Defendants because of their repeated discovery abuses. The Court denied a request for case
28 concluding sanctions in its ORDER REGARDING ORIGINAL MOTION FOR CASE

1 CONCLUDING SANCTIONS filed December 18, 2013 ("the December Order"). The Court found
2 that case concluding sanctions were not appropriate; however, the Court felt that some sanctions
3 were warranted based on the Defendants' repeated discovery violations. The Court struck all of the
4 Defendants' Counterclaims in the December Order and required the Defendants to pay for the costs
5 of the Plaintiffs' representation in litigating that issue.

6 The parties continued to fight over discovery issues after the December Order. The Court
7 was again required to address the issue of case concluding sanctions in January of 2014. It became
8 clear that the Defendants were disingenuous with the Court and Plaintiffs' counsel when the first
9 decision regarding case concluding sanctions was argued and resolved. Further, the Defendants
10 continued to violate the rules of discovery and other court rules even after they had their
11 Counterclaims struck in the December Order. The Court conducted a two day hearing regarding the
12 renewed motion for case concluding sanctions. An ORDER GRANTING PLAINTIFFS' MOTION
13 FOR CASE-TERMINATING SANCTIONS was entered on October 3, 2014 ("the October Order").
14 The Defendants' Answer was stricken in the October Order. A DEFAULT was entered against the
15 Defendants on November 26, 2014.

16 The Court conducted a "prove-up hearing" regarding the issue of damages from March 23
17 through March 25, 2015. The Court entered an ORDER on February 5, 2015 ("the February Order")
18 establishing the framework of the prove-up hearing pursuant to *Foster v. Dingwall*, 126 Nev. Adv.
19 Op. 6, 227 P.3d 1042 (2010). The February Order limited, but did not totally eliminate, the
20 Defendants' ability to participate in the prove-up hearing. The Court heard expert testimony from
21 Craig L. Greene, CPA/CFF, CFE, CCEP, MAFF ("Greene") at the prove-up hearing. Greene
22 calculated the damages owed the Plaintiffs using information collected and provided by the
23 Defendants. The Court finds Greene to be very credible and his methodology to be sound. Further,
24 the Court notes that Greene attempted to be "conservative" in his calculations. Greene used
25 variables and factors that would eliminate highly suspect and/or unreliable data. The Court has also
26 received and reviewed supplemental information provided as a result of an inquiry made by the
27 Court during the prove-up hearing.

1 The GSR is a high rise hotel/casino in Reno, Nevada. The GSR has approximately 2000
2 rooms. The Plaintiffs purchased individual rooms in the GSR as condominiums. It appears to the
3 Court that the primary purpose of purchasing a condominium in the GSR would be as an investment
4 and revenue generating proposition. The condominiums were the subject of statutory limitations on
5 the number of days the owners could occupy them during the course of a calendar year. The owners
6 would not be allowed to "live" in the condominium. When the owners were not in the rooms they
7 could either be rented out or they had to remain empty.

8 As noted, *supra*, the Court stripped all of the Defendants general and affirmative defenses in
9 the October Order. The Defendants stand before the Court having involuntarily conceded all of the
10 allegations contained in the Second Amended Complaint. The Court makes the following findings
11 of fact:

12 **I. FINDINGS OF FACT**

13 1. Plaintiff Albert Thomas is a competent adult and is a resident of the State of
14 California.

15 2. Plaintiff Jane Dunlap is a competent adult and is a resident of the State of California.

16 3. Plaintiff John Dunlap is a competent adult and is a resident of the State of California.

17 4. Plaintiff Barry Hay is a competent adult and is a resident of the State of California.

18 5. Plaintiff Marie-Annie Alexander, as Trustee of the Marie-Annie Alexander Living
19 Trust, is a competent adult and is a resident of the State of California.

20 6. Plaintiff Melissa Vagujhelyi, as Co-Trustee of the George Vagujhelyi and Melissa
21 Vagujheyli 2001 Family Trust Agreement U/T/A April 13, 2001, is a competent adult and is a
22 resident of the State of Nevada.

23 7. Plaintiff George Vagujhelyi, as Co-Trustee of the George Vagujhelyi and Melissa
24 Vagujheyli 2001 Family Trust Agreement U/T/A April 13, 2001, is a competent adult and is a
25 resident of the State of Nevada.

26 8. Plaintiff D'Arcy Nunn is a competent adult and is a resident of the State of California.

27 9. Plaintiff Henry Nunn is a competent adult and is a resident of the State of California.
28

- 1 10. Plaintiff Lee Van Der Bokke is a competent adult and is a resident of the State of
2 California.
- 3 11. Plaintiff Madelyn Van Der Bokke is a competent adult and is a resident of the State of
4 California.
- 5 12. Plaintiff Donald Schreifels is a competent adult and is a resident of the State of
6 Minnesota.
- 7 13. Plaintiff Robert R. Pederson, individually and as Trustee of the Pederson 1990 Trust,
8 is a competent adult and is a resident of the State of California.
- 9 14. Plaintiff Lou Ann Pederson, individually and as Trustee of the Pederson 1990 Trust,
10 is a competent adult and is a resident of the State of California.
- 11 15. Plaintiff Lori Ordovery is a competent adult and is a resident of the State of
12 Connecticut.
- 13 16. Plaintiff William A. Henderson is a competent adult and is a resident of the State of
14 California.
- 15 17. Plaintiff Christine E. Henderson is a competent adult and is a resident of the State of
16 California.
- 17 18. Plaintiff Loren D. Parker is a competent adult and is a resident of the State of
18 Washington.
- 19 19. Plaintiff Suzanne C. Parker is a competent adult and is a resident of the State of
20 Washington.
- 21 20. Plaintiff Michael Izady is a competent adult and is a resident of the State of New
22 York.
- 23 21. Plaintiff Steven Takaki is a competent adult and is a resident of the State of
24 California.
- 25 22. Plaintiff Farad Torabkhan is a competent adult and is a resident of the State of New
26 York.
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- 1 23. Plaintiff Sahar Tavakol is a competent adult and is a resident of the State of New
2 York.
- 3 24. Plaintiff M&Y Holdings is a Nevada Limited Liability Company with its principal
4 place of business in Nevada.
- 5 25. Plaintiff JL&YL Holdings, LLC is a Nevada Limited Liability Company with its
6 principal place of business in Nevada.
- 7 26. Plaintiff Sandi Raines is a competent adult and is a resident of the State of Minnesota.
- 8 27. Plaintiff R. Raghuram is a competent adult and is a resident of the State of California.
- 9 28. Plaintiff Usha Raghuram is a competent adult and is a resident of the State of
10 California.
- 11 29. Plaintiff Lori K. Tokutomi is a competent adult and is a resident of the State of
12 California.
- 13 30. Plaintiff Garrett Tom is a competent adult and is a resident of the State of California.
- 14 31. Plaintiff Anita Tom is a competent adult and is a resident of the State of California.
- 15 32. Plaintiff Ramon Fadrilan is a competent adult and is a resident of the State of
16 California.
- 17 33. Plaintiff Faye Fadrilan is a competent adult and is a resident of the State of California.
- 18 34. Plaintiff Peter K. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
19 competent adult and is a resident of the State of California.
- 20 35. Plaintiff Monica L. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
21 competent adult and is a resident of the State of California.
- 22 36. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 23 37. Plaintiff Elias Shamieh is a competent adult and is a resident of the State of
24 California.
- 25 38. Plaintiff Nadine's Real Estate Investments, LLC, is a North Dakota Limited Liability
26 Company.
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- 1 39. Plaintiff Jeffery James Quinn is a competent adult and is a resident of the State of
2 Hawaii.
- 3 40. Plaintiff Barbara Rose Quinn is a competent adult and is a resident of the State of
4 Hawaii.
- 5 41. Plaintiff Kenneth Riche is a competent adult and is a resident of the State of
6 Wisconsin.
- 7 42. Plaintiff Maxine Riche is a competent adult and is a resident of the State of
8 Wisconsin.
- 9 43. Plaintiff Norman Chandler is a competent adult and is a resident of the State of
10 Alabama.
- 11 44. Plaintiff Benton Wan is a competent adult and is a resident of the State of California.
- 12 45. Plaintiff Timothy Kaplan is a competent adult and is a resident of the State of
13 California.
- 14 46. Plaintiff Silkscape Inc. is a California Corporation.
- 15 47. Plaintiff Peter Cheng is a competent adult and is a resident of the State of California.
- 16 48. Plaintiff Elisa Cheng is a competent adult and is a resident of the State of California.
- 17 49. Plaintiff Greg A. Cameron is a competent adult and is a resident of the State of
18 California.
- 19 50. Plaintiff TMI Property Group, LLC is a California Limited Liability Company.
- 20 51. Plaintiff Richard Lutz is a competent adult and is a resident of the State of California.
- 21 52. Plaintiff Sandra Lutz is a competent adult and is a resident of the State of California.
- 22 53. Plaintiff Mary A. Kossick is a competent adult and is a resident of the State of
23 California.
- 24 54. Plaintiff Melvin H. Cheah is a competent adult and is a resident of the State of
25 California.
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- 1 55. Plaintiff Di Shen is a competent adult and is a resident of the State of Texas.
- 2 56. Plaintiff Ajit Gupta is a competent adult and is a resident of the State of California.
- 3 57. Plaintiff Seema Gupta is a competent adult and is a resident of the State of California.
- 4 58. Plaintiff Fredrick Fish is a competent adult and is a resident of the State of Minnesota.
- 5 59. Plaintiff Lisa Fish is a competent adult and is a resident of the State of Minnesota.
- 6 60. Plaintiff Robert A. Williams is a competent adult and is a resident of the State of
- 7 Minnesota.
- 8 61. Plaintiff Jacquelin Pham is a competent adult and is a resident of the State of
- 9 California.
- 10 62. Plaintiff May Ann Hom, as Trustee of the May Ann Hom Trust, is a competent adult
- 11 and is a resident of the State of California.
- 12 63. Plaintiff Michael Hurley is a competent adult and is a resident of the State of
- 13 Minnesota.
- 14 64. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 15 65. Plaintiff Duane Windhorst is a competent adult and is a resident of the State of
- 16 Minnesota.
- 17 66. Plaintiff Marilyn Windhorst is a competent adult and is a resident of the State of
- 18 Minnesota.
- 19 67. Plaintiff Vinod Bhan is a competent adult and is a resident of the State of California.
- 20 68. Plaintiff Anne Bhan is a competent adult and is a resident of the State of California.
- 21 69. Plaintiff Guy P. Browne is a competent adult and is a resident of the State of
- 22 California.
- 23 70. Plaintiff Garth Williams is a competent adult and is a resident of the State of
- 24 California.
- 25 71. Plaintiff Pamela Y. Aratani is a competent adult and is a resident of the State of
- 26 California.
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- 1 72. Plaintiff Darleen Lindgren is a competent adult and is a resident of the State of
2 Minnesota.
- 3 73. Plaintiff Laverne Roberts is a competent adult and is a resident of the State of
4 Nevada.
- 5 74. Plaintiff Doug Mecham is a competent adult and is a resident of the State of Nevada.
- 6 75. Plaintiff Chrisine Mecham is a competent adult and is a resident of the State of
7 Nevada.
- 8 76. Plaintiff Kwangsoo Son is a competent adult and is a resident of Vancouver, British
9 Columbia.
- 10 77. Plaintiff Soo Yeun Moon is a competent adult and is a resident of Vancouver, British
11 Columbia.
- 12 78. Plaintiff Johnson Akindodunse is a competent adult and is a resident of the State of
13 California.
- 14 79. Plaintiff Irene Weiss, as Trustee of the Weiss Family Trust, is a competent adult and
15 is a resident of the State of Texas.
- 16 80. Plaintiff Pravesh Chopra is a competent adult and is a resident of the State of
17 California.
- 18 81. Plaintiff Terry Pope is a competent adult and is a resident of the State of Nevada.
- 19 82. Plaintiff Nancy Pope is a competent adult and is a resident of the State of Nevada.
- 20 83. Plaintiff James Taylor is a competent adult and is a resident of the State of California.
- 21 84. Plaintiff Ryan Taylor is a competent adult and is a resident of the State of California.
- 22 85. Plaintiff Ki Ham is a competent adult and is a resident of Surry B.C.
- 23 86. Plaintiff Young Ja Choi is a competent adult and is a resident of Coquitlam, B.C.
- 24 87. Plaintiff Sang Dae Sohn is a competent adult and is a resident of Vancouver, B.C.
- 25 88. Plaintiff Kuk Hyung ("Connie") is a competent adult and is a resident of Coquitlam,
26 B.C.
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1 89. Plaintiff Sang ("Mike") Yoo is a competent adult and is a resident of Coquitlam, B.C.

2 90. Plaintiff Brett Menmuir, as Trustee of the Cayenne Trust, is a competent adult and is
3 a resident of the State of Nevada.

4 91. Plaintiff William Miner, Jr., is a competent adult and is a resident of the State of
5 California.

6 92. Plaintiff Chanh Truong is a competent adult and is a resident of the State of
7 California.

8 93. Plaintiff Elizabeth Anders Mecua is a competent adult and is a resident of the State of
9 California.

10 94. Plaintiff Shepherd Mountain, LLC is a Texas Limited Liability Company with its
11 principal place of business in Texas.

12 95. Plaintiff Robert Brunner is a competent adult and is a resident of the State of
13 Minnesota.

14 96. Plaintiff Amy Brunner is a competent adult and is a resident of the State of
15 Minnesota.

16 97. Plaintiff Jeff Riopelle is a competent adult and is a resident of the State of California.

17 98. Plaintiff Patricia M. Moll is a competent adult and is a resident of the State of Illinois.

18 99. Plaintiff Daniel Moll is a competent adult and is a resident of the State of Illinois.

19 100. The people and entities listed above represent their own individual interests. They are
20 not suing on behalf of any entity including the Grand Sierra Unit Home Owner's Association. The
21 people and entities listed above are jointly referred to herein as "the Plaintiffs".

22 101. Defendant MEI-GSR Holdings, LLC ("MEI-GSR") is a Nevada Limited Liability
23 Company with its principal place of business in Nevada.

24 102. Defendant Gage Village Commercial Development, LLC ("Gage Village") is a
25 Nevada Limited Liability Company with its principal place of business in Nevada.
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1 103. Gage Village is related to, controlled by, affiliated with, and/or a subsidiary of MEI-
2 GSR.

3 104. Defendant Grand Sierra Resort Unit Owners' Association ("the Unit Owners'
4 Association") is a Nevada nonprofit corporation with its principal place of business in Nevada.

5 105. MEI-GSR transferred interest in one hundred forty-five (145) condominium units to
6 AM-GSR Holdings, LLC ("AM-GSR") on December 22, 2014.

7 106. Defendants acknowledged to the Court on January 13, 2015, that AM-GSR would be
8 added to these proceedings and subject to the same procedural posture as MEI-GSR. Further, the
9 parties stipulated that AM-GSR would be added as a defendant in this action just as if AM-GSR was
10 a named defendant in the Second Amended Complaint. Said stipulation occurring and being ordered
11 on January 21, 2015.

12 107. MEI-GSR, Gage Village and the Unit Owner's Association are jointly referred to
13 herein as "the Defendants".

14 108. The Grand Sierra Resort Condominium Units ("GSR Condo Units") are part of the
15 Grand Sierra Unit Owners Association, which is an apartment style hotel condominium development
16 of 670 units in one 27-story building. The GSR Condo Units occupy floors 17 through 24 of the
17 Grand Sierra Resort and Casino, a large-scale hotel casino, located at 2500 East Second Street,
18 Reno, Nevada.

19 109. All of the Individual Unit Owners: hold an interest in, own, or have owned, one or
20 more GSR Condo Units.

21 110. Gage Village and MEI-GSR own multiple GSR Condo Units.

22 111. MEI-GSR owns the Grand Sierra Resort and Casino.

23 112. Under the Declaration of Covenants, Conditions, Restrictions and Reservations of
24 Easements for Hotel-Condominiums at Grand Sierra Resort ("CC&Rs"), there is one voting member
25 for each unit of ownership (thus, an owner with multiple units has multiple votes).
26
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28

1 113. Because MEI-GSR and Gage Village control more units of ownership than any other
2 person or entity, they effectively control the Unit Owners' Association by having the ability to elect
3 MEI-GSR's chosen representatives to the Board of Directors (the governing body over the GSR
4 Condo Units).

5 114. As a result of MEI-GSR and Gage Village controlling the Unit Owners' Association,
6 the Individual Unit Owners effectively have no input or control over the management of the Unit
7 Owners' Association.

8 115. MEI-GSR and Gage Village have used, and continue to use, their control over the
9 Unit Owners' Association to advance MEI-GSR and Gage Villages' economic objectives to the
10 detriment of the Individual Unit Owners.

11 116. MEI-GSR and Gage Villages' control of the Unit Owners' Association violates
12 Nevada law as it defeats the purpose of forming and maintaining a homeowners' association.

13 117. Further, the Nevada Division of Real Estate requires a developer to sell off the units
14 within 7 years, exit and turn over the control and management to the owners.

15 118. Under the CC&Rs, the Individual Unit Owners are required to enter into a "Unit
16 Maintenance Agreement" and participate in the "Hotel Unit Maintenance Program," wherein MEI-
17 GSR provides certain services (including, without limitation, reception desk staffing, in-room
18 services, guest processing services, housekeeping services, Hotel Unit inspection, repair and
19 maintenance services, and other services).

20 119. The Unit Owners' Association maintains capital reserve accounts that are funded by
21 the owners of GSR Condo Units. The Unit Owners' Association collects association dues of
22 approximately \$25 per month per unit, with some variation depending on a particular unit's square
23 footage.

24 120. The Individual Unit Owners pay for contracted "Hotel Fees," which include taxes,
25 deep cleaning, capital reserve for the room, capital reserve for the building, routine maintenance,
26 utilities, etc.
27
28

1 121. MEI-GSR has systematically allocated and disproportionately charged capital reserve
2 contributions to the Individual Unit Owners, so as to force the Individual Unit Owners to pay capital
3 reserve contributions in excess of what should have been charged.

4 122. MEI-GSR and Gage Development have failed to pay proportionate capital reserve
5 contribution payments in connection with their Condo Units.

6 123. MEI-GSR has failed to properly account for, or provide an accurate accounting for
7 the collection and allocation of the collected capital reserve contributions.

8 124. The Individual Unit Owners also pay "Daily Use Fees" (a charge for each night a unit
9 is occupied by any guest for housekeeping services, etc.).

10 125. MEI-GSR and Gage Village have failed to pay proportionate Daily Use Fees for the
11 use of Defendants' GSR Condo Units.

12 126. MEI-GSR has failed to properly account for the contracted "Hotel Fees" and "Daily
13 Use Fees."

14 127. Further, the Hotel Fees and Daily Use Fees are not included in the Unit Owners'
15 Association's annual budget with other assessments that provide the Individual Unit Owners' the
16 ability to reject assessment increases and proposed budget ratification.

17 128. MEI-GSR has systematically endeavored to increase the various fees that are charged
18 in connection with the use of the GSR Condo Units in order to devalue the units owned by
19 Individual Unit Owners.
20

21 129. The Individual Unit Owners' are required to abide by the unilateral demands of MEI-
22 GSR, through its control of the Unit Owners' Association, or risk being considered in default under
23 Section 12 of the Agreement, which provides lien and foreclosure rights pursuant to Section 6.10(f)
24 of the CC&R's.

25 130. Defendants MEI-GSR and/or Gage Village have attempted to purchase, and
26 purchased, units devalued by their own actions, at nominal, distressed prices when Individual Unit
27
28

1 Owners decide to, or are effectively forced to, sell their units because the units fail to generate
2 sufficient revenue to cover expenses.

3 131. MEI-GSR and/or Gage Village have, in late 2011 and 2012, purchased such devalued
4 units for \$30,000 less than the amount they purchased units for in March of 2011.

5 132. The Individual Unit Owners effectively pay association dues to fund the Unit
6 Owners' Association, which acts contrary to the best interests of the Individual Unit Owners.

7 133. MEI-GSR's interest in maximizing its profits is in conflict with the interest of the
8 Individual Unit Owners. Accordingly, Defendant MEI-GSR's control of the Unit Owners'
9 Association is a conflict of interest.

10 134. As part of MEI-GSR's Grand Sierra Resort and Casino business operations, it rents:
11 (1) hotel rooms owned by MEI-GSR that are not condominium units; (2) GSR Condo Units owned
12 by MEI-GSR and/or Gage Village; and (3) GSR Condo Units owned by the Individual Condo Unit
13 Owners.

14 135. MEI-GSR has entered into a Grand Sierra Resort Unit Rental Agreement with
15 Individual Unit Owners.

16 136. MEI-GSR has manipulated the rental of the: (1) hotel rooms owned by MEI-GSR; (2)
17 GSR Condo Units owned by MEI-GSR and/or Gage Village; and (3) GSR Condo Units owned by
18 Individual Condo Unit Owners so as to maximize MEI-GSR's profits and devalue the GSR Condo
19 Units owned by the Individual Unit Owners.

20 137. MEI-GSR has rented the Individual Condo Units for as little as \$0.00 to \$25.00 a
21 night.

22 138. Yet, MEI-GSR has charged "Daily Use Fees" of approximately \$22.38, resulting in
23 revenue to the Individual Unit Owners as low as \$2.62 per night for the use of their GSR Condo Unit
24 (when the unit was rented for a fee as opposed to being given away).

25 139. By functionally, and in some instances actually, giving away the use of units owned
26 by the Individual Unit Owners, MEI-GSR has received a benefit because those who rent the
27
28

1 Individual Units frequently gamble and purchase food, beverages, merchandise, spa services and
2 entertainment access from MEI-GSR.

3 140. MEI-GSR has rented Individual Condo Units to third parties without providing
4 Individual Unit Owners with any notice or compensation for the use of their unit.

5 141. Further, MEI-GSR has systematically endeavored to place a priority on the rental of
6 MEI-GSR's hotel rooms, MEI-GSR's GSR Condo Units, and Gage Village's Condo Units.

7 142. Such prioritization effectively devalues the units owned by the Individual Unit
8 Owners.

9 143. MEI-GSR and Gage Village intend to purchase the devalued units at nominal,
10 distressed prices when Individual Unit Owners decide to, or are effectively forced to, sell their units
11 because the units fail to generate sufficient revenue to cover expenses and have no prospect of
12 selling their persistently loss-making units to any other buyer.

13 144. Some of the Individual Unit Owners have retained the services of a third party to
14 market and rent their GSR Condo Unit(s).

15 145. MEI-GSR has systematically thwarted the efforts of any third party to market and
16 rent the GSR Units owned by the Individual Unit Owners.

17 146. MEI-GSR has breached the Grand Sierra Resort Unit Rental Agreement with
18 Individual Condo Unit Owners by failing to follow its terms, including but not limited to, the failure
19 to implement an equitable Rotational System as referenced in the agreement.

20 147. MEI-GSR has failed to act in good faith in exercising its duties under the Grand
21 Sierra Resort Unit Rental Agreements with the Individual Unit Owners.

22 The Court is intimately familiar with all of the allegations in the twelve causes of action
23 contained in the Second Amended Complaint. The Court's familiarity is a result of reviewing all of
24 the pleadings and exhibits in this matter to include the various discovery disputes, the testimony at
25 the numerous hearings conducted to date, and the other documents and exhibits on file. The Court
26 finds that the facts articulated above support the twelve causes of action contained in the Second
27 Amended Complaint.
28

II. CONCLUSIONS OF LAW

- 1
- 2 A. The Court has jurisdiction over MEI-GSR, Gage Village, the Unit Owner's Association
- 3 and the Plaintiffs.
- 4
- 5 B. The appointment of a receiver is appropriate when: (1) the plaintiff has an interest in
- 6 the property; (2) there is potential harm to that interest in property; and (3) no other
- 7 adequate remedies exist to protect the interest. *See generally Bowler v. Leonard*, 70
- 8 Nev. 370, 269 P.2d 833 (1954). *See also* NRS 32.010. The Court appointed a receiver
- 9 to oversee the Unit Owner's Association on January 7, 2015. The Court concludes that
- 10 MEI-GSR and/or Gage Village have operated the Unit Owner's Association in a way
- 11 inconsistent with the best interests of all of the unit owners. The continued
- 12 management of the Unit Owner's Association by the receiver is appropriate under the
- 13 circumstances of this case and will remain in effect absent additional direction from the
- 14 Court.
- 15
- 16 C. Negligent misrepresentation is when "[o]ne who, in the course of his business,
- 17 profession or employment, or in any other action in which he has a pecuniary interest,
- 18 supplies false information for the guidance of others in their business transactions, is
- 19 subject to liability for pecuniary loss caused to them by their justifiable reliance upon
- 20 the information, if he fails to exercise reasonable care or competence in obtaining or
- 21 communicating the information." *Barmeltler v. Reno Air, Inc.*, 114 Nev. 441, 956 P.2d
- 22 1382, 1387 (1998) (quoting *Restatement (Second) of Torts* § 552(1) (1976)). Intentional
- 23 misrepresentation is when "a false representation made with knowledge or belief that it
- 24 is false or without a sufficient basis of information, intent to induce reliance, and
- 25 damage resulting from the reliance. *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115,
- 26
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1 117 (1975).” *Collins v. Burns*, 103 Nev. 394, 397, 741 P.2d 819, 821 (1987). MEI-
2 GSR is liable for intentionally and/or negligent misrepresentation as alleged in the
3 Second Cause of Action.

4
5 D. An enforceable contract requires, “an offer and acceptance, meeting of the minds, and
6 consideration.” *Certified Fire Protection, Inc. v. Precision Construction, Inc.* 128 Nev.
7 Adv. Op. 35, 283 P.3d 250, 255 (2012)(citing *May v. Anderson*, 121 Nev. 668, 672, 119
8 P.3d 1254, 1257 (2005)). There was a contract between the Plaintiffs and MEI-GSR.
9 MEI-GSR has breached the contract and therefore MEI-GSR is liable for breach of
10 contract as alleged in the Third Cause of Action.

11
12 E. MEI-GSR is liable for Quasi-Contract/Equitable Contract/Detrimental Reliance as
13 alleged in the Fourth Cause of Action.

14
15 F. An implied covenant of good faith and fair dealing exists in every contract in Nevada.
16 *Hilton Hotels Corp. v. Butch Lewis Productions, Inc.*, 109 Nev. 1043, 1046, 862 P.2d
17 1207, 1209 (1993). “The duty not to act in bad faith or deal unfairly thus becomes part
18 of the contract, and, as with any other element of the contract, the remedy for its breach
19 generally is on the contract itself.” *Id.* (citing *Wagenseller v. Scottsdale Memorial*
20 *Hospital*, 147 Ariz. 370, 383, 710 P.2d 1025, 1038 (1985)). “It is well established that
21 in contracts cases, compensatory damages ‘are awarded to make the aggrieved party
22 whole and ... should place the plaintiff in the position he would have been in had the
23 contract not been breached.’ This includes awards for lost profits or expectancy
24 damages.” *Road & Highway Builders, LLC v. Northern Nevada Rebar, Inc.*, 128 Nev.
25 Adv. Op. 36, 284 P.3d 377, 382 (2012)(*internal citations omitted*). “When one party
26 performs a contract in a manner that is unfaithful to the purpose of the contract and the
27
28

1 justified expectations of the other party are thus denied, damages may be awarded
2 against the party who does not act in good faith.” *Perry v. Jordan*, 111 Nev. 943, 948,
3 900 P.2d 335, 338 (1995)(*citation omitted*). “Reasonable expectations are to be
4 ‘determined by the various factors and special circumstances that shape these
5 expectations.’” *Id.* (citing *Butch Lewis*, 107 Nev. at 234, 808 P.2d at 923). MEI-GSR is
6 liable for breach of the covenant of good faith and fair dealing as set forth in the Fifth
7 Cause of Action.
8

9
10 G. MEI-GSR has violated NRS 41.600(1) and (2) and NRS 598.0915 through 598.0925,
11 inclusive and is therefore liable for the allegations contained in the Sixth Cause of
12 Action. Specifically, MEI-GSR violated NRS 598.0915(15) and NRS 598.0923(2).

13 H. The Plaintiffs are entitled to declaratory relief as more fully described below and
14 prayed for in the Seventh Cause of Action.

15 I. MEI-GSR wrongfully committed numerous acts of dominion and control over the
16 property of the Plaintiffs, including but not limited to renting their units at discounted
17 rates, renting their units for no value in contravention of written agreements between
18 the parties, failing to account for monies received by MEI-GSR attributable to specific
19 owners, and renting units of owners who were not even in the rental pool. All of said
20 activities were in derogation, exclusion or defiance of the title and/or rights of the
21 individual unit owners. Said acts constitute conversion as alleged in the Eighth Cause
22 of Action.

23 J. The demand for an accounting as requested in Ninth Cause of Action is moot pursuant
24 to the discovery conducted in these proceedings and the appointment of a receiver to
25 oversee the interaction between the parties.

26 K. The Unit Maintenance Agreement and Unit Rental Agreement proposed by MEI-GSR
27 and adopted by the Unit Owner’s Association are unconscionable. An unconscionable
28

1 clause is one where the circumstances existing at the time of the execution of the
2 contract are so one-sided as to oppress or unfairly surprise an innocent party. *Bill*
3 *Stremmel Motors, Inc. v. IDS Leasing Corp.*, 89 Nev. 414, 418, 514 P.2d 654, 657
4 (1973). MEI-GSR controls the Unit Owner's Association based on its majority
5 ownership of the units in question. It is therefore able to propose and pass agreements
6 that affect all of the unit owners. These agreements require unit owners to pay
7 unreasonable Common Expense fees, Hotel Expenses Fees, Shared Facilities Reserves,
8 and Hotel Reserves ("the Fees"). The Fees are not based on reasonable expectation of
9 need. The Fees have been set such that an individual owner may actually *owe* money
10 as a result of having his/her unit rented. They are unnecessarily high and imposed
11 simply to penalize the individual unit owners. Further, MEI-GSR and/or Gage Village
12 have failed to fund their required portion of these funds, while demanding the
13 individual unit owners continue to pay the funds under threat of a lien. MEI-GSR has
14 taken the Fees paid by individual unit owners and placed the funds in its general
15 operating account rather than properly segregating them for the use of the Unit Owner's
16 Association. All of said actions are unconscionable and unenforceable pursuant to NRS
17 116.112(1). The Court will grant the Tenth Cause of Action and not enforce these
18 portions of the agreements.
19

20 L. The legal concept of *quantum meruit* has two applications. The first application is in
21 actions based upon contracts implied-in-fact. The second application is providing
22 restitution for unjust enrichment. *Certified Fire*, at 256. In the second application,
23 "[l]iability in restitution for the market value of goods or services is the remedy
24 traditionally known as quantum meruit. Where unjust enrichment is found, the law
25 implies a quasi-contract which requires the defendant to pay to the plaintiff the value of
26 the benefit conferred. In other words, the defendant makes restitution to the plaintiff in
27 *quantum meruit*." *Id.* at 256-57. Gage Village has been unjustly enriched based on the
28

orchestrated action between it and MEI-GSR to the detriment of the individual unit owners as alleged in the Eleventh Cause of Action.

M. Many of the individual unit owners attempted to rent their units through third-party services rather than through the use of MEI-GSR. MEI-GSR and Gage Village intentionally thwarted, interfered with and/or disrupted these attempts with the goal of forcing the sale of the individual units back to MEI-GSR. All of these actions were to the economic detriment of the individual unit owners as alleged in the Twelfth Cause of Action.

N. The Plaintiffs are entitled to both equitable and legal relief. “As federal courts have recognized, the long-standing distinction between law and equity, though abolished in procedure, continues in substance, *Coca-Cola Co. v. Dixi-Cola Labs.*, 155 F.2d 59, 63 (4th Cir. 1946); 30A C.J.S. *Equity* § 8 (2007). A judgment for damages is a legal remedy, whereas other remedies, such as avoidance or attachment, are equitable remedies. *See* 30A *Equity* § 1 (2007).” *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1053 (2015).

O. “[W]here default is entered as a result of a discovery sanction, the non-offending party ‘need only establish a *prima facie* case in order to obtain the default.’ *Foster*, 227 P.3d at 1049 (*citing Young v. Johnny Ribeiro Building, Inc.*, 106 Nev. 88, 94, 787 P.2d 777, 781 (1990)). “[W]here a district court enters a default, the facts alleged in the pleadings will be deemed admitted. Thus, during a NRCP 55(b)(2) prove-up hearing, the district court shall consider the allegations deemed admitted to determine whether the non-offending party has established a *prima facie* case for liability.” *Foster*, 227 P.3d at 1049-50. A *prima facie* case requires only “sufficiency of evidence in order to send the question to the jury.” *Id.* 227 P.3d at 1050 (*citing Vancheri v. GNLV Corp.*, 105 Nev. 417, 420, 777 P.2d 366, 368 (1989)). The Plaintiffs have met this burden regarding all of their causes of action.

1 P. "Damages need not be determined with mathematical certainty." *Perry*, 111 Nev. at
2 948, 900 P.2d at 338. The party requesting damages must provide an evidentiary basis
3 for determining a "reasonably accurate amount of damages." *Id.* See also,
4 *Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 733, 192 P.3d 243, 248
5 (2008) and *Mort Wallin of Lake Tahoe, Inc. v. Commercial Cabinet Co., Inc.*, 105 Nev.
6 855, 857, 784 P.2d 954, 955 (1989).

7 Q. Disgorgement is a remedy designed to dissuade individuals from attempting to profit
8 from their inappropriate behavior. "Disgorgement as a remedy is broader than
9 restitution or restoration of what the plaintiff lost." *American Master Lease LLC v.*
10 *Idanta Partners, Ltd*, 225 Cal. App. 4th 1451, 1482, 171 Cal. Rptr. 3d 548, 572
11 (2014)(*internal citation omitted*). "Where 'a benefit has been received by the defendant
12 but the plaintiff has not suffered a corresponding loss or, in some cases, any loss, but
13 nevertheless the enrichment of the defendant would be unjust . . . the defendant may be
14 under a duty to give to the plaintiff the amount by which [the defendant] has been
15 enriched.'" *Id.* 171 Cal. Rptr. 3d at 573 (*internal citations omitted*). See also *Miller v.*
16 *Bank of America, N.A.*, 352 P.3d 1162 (N.M. 2015) and *Cross v. Berg Lumber Co.*, 7
17 P.3d 922 (Wyo. 2000).
18

19 III. JUDGMENT

20
21 Judgment is hereby entered against MEI-GSR, Gage Village and the Unit Owner's
22 Association as follows:

23 Monetary Relief:

- 24 1. Against MEI-GSR in the amount of \$442,591.83 for underpaid revenues to Unit owners;
- 25 2. Against MEI-GSR in the amount of \$4,152,669.13 for the rental of units of owners who had no
26 rental agreement;
- 27 3. Against MEI-GSR in the amount of \$1,399,630.44 for discounting owner's rooms without
28 credits;

- 1 4. Against MEI-GSR in the amount of \$31,269.44 for discounted rooms with credits;
- 2 5. Against MEI-GSR in the amount of \$96,084.96 for "comp'd" or free rooms;
- 3 6. Against MEI-GSR in the amount of \$411,833.40 for damages associated with the bad faith
- 4 "preferential rotation system";
- 5 7. Against MEI-GSR in the amount of \$1,706,798.04 for improperly calculated and assessed
- 6 contracted hotel fees;
- 7 8. Against MEI-GSR in the amount of \$77,338.31 for improperly collected assessments;
- 8 9. MEI-GSR will fund the FF&E reserve, shared facilities reserve and hotel reserve in the amount of
- 9 \$500,000.00 each. The Court finds that MEI-GSR has failed to fund the reserves for the units it, or
- 10 any of its agents, own. However, the Court has also determined, *supra*, that these fees were
- 11 themselves unconscionable. The Court does not believe that the remedy for MEI-GSR's failure to
- 12 fund the unconscionable amount should be some multiple of that unreasonable sum. Further, the
- 13 Court notes that Plaintiffs are individual owners: not the Unit Owner's Association. Arguably, the
- 14 reserves are an asset of the Unit Owner's Association and the Plaintiffs have no individual interest in
- 15 this sum. The Court believes that the "seed funds" for these accounts are appropriate under the
- 16 circumstances of the case; and
- 17 10. The Court finds that it would be inappropriate to give MEI-GSR any "write downs" or credits
- 18 for sums they may have received had they rented the rooms in accordance with appropriate business
- 19 practices. These sums will be disgorged.

20

21 **Non-Monetary Relief:**


- 22 1. The receiver will remain in place with his current authority until this Court rules otherwise;
- 23 2. The Plaintiffs shall not be required to pay any fees, assessments, or reserves allegedly due or
- 24 accrued prior to the date of this ORDER;
- 25 3. The receiver will determine a reasonable amount of FF&E, shared facilities and hotel reserve fees
- 26 required to fund the needs of these three ledger items. These fees will be determined within 90 days
- 27 of the date of this ORDER. No fees will be required until the implementation of these new
- 28

1 amounts. They will be collected from *all* unit owners and properly allocated on the Unit Owner's
2 Association ledgers; and
3 4. The current rotation system will remain in place.

4 **Punitive Damages:**

5 The Court specifically declined to hear argument regarding punitive damages during the
6 prove-up hearing. *See* Transcript of Proceedings 428:6 through 430:1. Where a defendant has been
7 guilty of oppression, fraud, or malice express or implied in an action *not arising from contract*,
8 punitive damages may be appropriate. NRS 42.005(1). Many of the Plaintiff's causes of action
9 sound in contract; therefore, they are not the subject of a punitive damages award. Some of the
10 causes of action may so qualify. The Court requires additional argument on whether punitive
11 damages would be appropriate in the non-contract causes of action. NRS 42.005(3). An appropriate
12 measure of punitive damages is based on the financial position of the defendant, its culpability and
13 blameworthiness, the vulnerability of, and injury suffered by, the offended party, the offensiveness
14 of the punished conduct, and the means necessary to deter further misconduct. *See generally*
15 *Ainsworth v. Combined Insurance Company of America*, 104 Nev. 587, 763 P.2d 673 (1988).
16 Should the Court determine that punitive damages are appropriate it will conduct a hearing to
17 consider all of the stated factors. NRS 42.005(3). The parties shall contact the Judicial Assistant
18 within 10 days of the date of this ORDER to schedule a hearing regarding punitive damages.
19 Counsel will be prepared to discuss all relevant issues and present testimony and/or evidence
20 regarding NRS 42.005 at that subsequent hearing.

21 DATED this 9 day of October, 2015.

22 
23 ELLIOTT A. SATTLER
24 District Judge
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

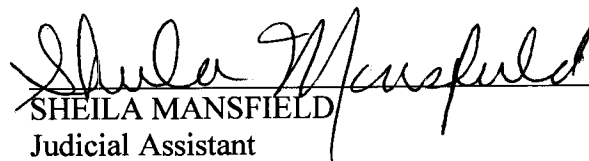
Jonathan Tew, Esq.

Jarrad Miller, Esq.

Stan Johnson, Esq.

Mark Wray, Esq.

DATED this 9 day of October, 2015.


SHEILA MANSFIELD
Judicial Assistant

1 CODE: 2545
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4 (775) 329-5600
Attorneys for Plaintiffs
5

6 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

7 **IN AND FOR THE COUNTY OF WASHOE**
8

9 ALBERT THOMAS, individually; *et al.*,

10 Plaintiffs,

11 vs.

Case No. CV12-02222
Dept. No. 10

12 MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al.,

13 Defendants.
14

15 **NOTICE OF ENTRY**

16 **PLEASE TAKE NOTICE** that on October 9, 2015, the above Court issued its Findings
17 of Fact, Conclusions of Law and Judgment. A copy thereof is attached hereto as Exhibit "1" and
18 made a part hereof by reference.

19 **AFFIRMATION**

20 Pursuant to N.R.S. § 239B.030, the undersigned does hereby affirm that the preceding
21 document does not contain the social security number of any person.

22 Dated this 9th day of October, 2015.

23 ROBERTSON, JOHNSON,
24 MILLER & WILLIAMSON

25 By: /s/ Jonathan J. Tew

26 Jarrad C. Miller, Esq.
Jonathan J. Tew, Esq.
27 Attorneys for Plaintiff
28

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<i>Attorneys for Defendants</i>	

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INDEX OF EXHIBITS

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1.	Findings of Fact, Conclusions of Law and Judgment	24

FILED
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2015-10-09 02:36:21 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 5181413

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al,

Defendants.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

This action was commenced on August 27, 2012, with the filing of a COMPLAINT ("the Complaint"). The Complaint alleged twelve causes of action: 1) Petition for Appointment of a Receiver as to Defendant Grand Sierra Resort Unit-Owners' Association; 2) Intentional and/or Negligent Misrepresentation as to Defendant MEI-GSR; 3) Breach of Contract as to Defendant MEI-GSR; 4) Quasi-Contract/Equitable Contract/Detrimental Reliance as to Defendant MEI-GSR; 5) Breach of the Implied Covenant of Good Faith and Fair Dealing as to Defendant MEI-GSR; 6) Consumer Fraud/Nevada Deceptive Trade Practices Act Violations as to Defendant MEI-GSR; 7) Declaratory Relief as to Defendant MEI-GSR; 8) Conversion as to Defendant MEI-GSR; 9) Demand for an Accounting as to Defendant MEI-GSR and Defendant Grand Sierra Unit Owners Association; 10) Specific Performance Pursuant to NRS 116.122, Unconscionable Agreement; 11) Unjust Enrichment/Quantum Meruit against Defendant Gage Village Development; 12) Tortious Interference with Contract and/or Prospective Business Advantage against Defendants MEI-GSR

1 and Gage Development. The Plaintiffs (as more fully described *infra*) were individuals or other
2 entities who had purchased condominiums in the Grand Sierra Resort ("GSR"). A FIRST
3 AMENDED COMPLAINT ("the First Amended Complaint") was filed on September 10, 2012.
4 The First Amended Complaint had the same causes of action as the Complaint.

5 The Defendants (as more fully described *infra*) filed an ANSWER AND COUNTERCLAIM
6 ("the Answer") on November 21, 2012. The Answer denied the twelve causes of action; asserted
7 eleven affirmative defenses; and alleged three Counterclaims. The Counterclaims were for: 1)
8 Breach of Contract; 2) Declaratory Relief; 3) Injunctive Relief.

9 The Plaintiffs filed a SECOND AMENDED COMPLAINT ("the Second Amended
10 Complaint") on March 26, 2013. The Second Amended Complaint had the same causes of action as
11 the Complaint and the First Amended Complaint. The Defendants filed an ANSWER TO SECOND
12 AMENDED COMPLAINT AND COUNTER CLAIM ("the Second Answer") on May 23, 2013.
13 The Second Answer generally denied the allegations in the Second Amended Complaint and
14 contained ten affirmative defenses. The Counterclaims mirrored the Counterclaims in the Answer.

15 The matter has been the subject of extensive motion practice. There were numerous
16 allegations of discovery abuses by the Defendants. The record speaks for itself regarding the
17 protracted nature of these proceedings and the systematic attempts at obfuscation and intentional
18 deception on the part of the Defendants. Further, the Court has repeatedly had to address the
19 lackadaisical and inappropriate approach the Defendants have exhibited toward the Nevada Rules of
20 Civil Procedure, the District Court Rules, the Washoe District Court Rules, and the Court's orders.
21 The Defendants have consistently, and repeatedly, chosen to follow their own course rather than
22 respect the need for orderly process in this case. NRCP 1 states that the rules of civil procedure
23 should be "construed and administered to secure the just, speedy, and inexpensive determination of
24 every action." The Defendants have turned this directive on its head and done everything possible to
25 make the proceedings unjust, dilatory, and costly.

26 The Court twice has addressed a request to impose case concluding sanctions against the
27 Defendants because of their repeated discovery abuses. The Court denied a request for case
28 concluding sanctions in its ORDER REGARDING ORIGINAL MOTION FOR CASE

1 CONCLUDING SANCTIONS filed December 18, 2013 ("the December Order"). The Court found
2 that case concluding sanctions were not appropriate; however, the Court felt that some sanctions
3 were warranted based on the Defendants' repeated discovery violations. The Court struck all of the
4 Defendants' Counterclaims in the December Order and required the Defendants to pay for the costs
5 of the Plaintiffs' representation in litigating that issue.

6 The parties continued to fight over discovery issues after the December Order. The Court
7 was again required to address the issue of case concluding sanctions in January of 2014. It became
8 clear that the Defendants were disingenuous with the Court and Plaintiffs' counsel when the first
9 decision regarding case concluding sanctions was argued and resolved. Further, the Defendants
10 continued to violate the rules of discovery and other court rules even after they had their
11 Counterclaims struck in the December Order. The Court conducted a two day hearing regarding the
12 renewed motion for case concluding sanctions. An ORDER GRANTING PLAINTIFFS' MOTION
13 FOR CASE-TERMINATING SANCTIONS was entered on October 3, 2014 ("the October Order").
14 The Defendants' Answer was stricken in the October Order. A DEFAULT was entered against the
15 Defendants on November 26, 2014.

16 The Court conducted a "prove-up hearing" regarding the issue of damages from March 23
17 through March 25, 2015. The Court entered an ORDER on February 5, 2015 ("the February Order")
18 establishing the framework of the prove-up hearing pursuant to *Foster v. Dingwall*, 126 Nev. Adv.
19 Op. 6, 227 P.3d 1042 (2010). The February Order limited, but did not totally eliminate, the
20 Defendants' ability to participate in the prove-up hearing. The Court heard expert testimony from
21 Craig L. Greene, CPA/CFF, CFE, CCEP, MAFF ("Greene") at the prove-up hearing. Greene
22 calculated the damages owed the Plaintiffs using information collected and provided by the
23 Defendants. The Court finds Greene to be very credible and his methodology to be sound. Further,
24 the Court notes that Greene attempted to be "conservative" in his calculations. Greene used
25 variables and factors that would eliminate highly suspect and/or unreliable data. The Court has also
26 received and reviewed supplemental information provided as a result of an inquiry made by the
27 Court during the prove-up hearing.

1 The GSR is a high rise hotel/casino in Reno, Nevada. The GSR has approximately 2000
2 rooms. The Plaintiffs purchased individual rooms in the GSR as condominiums. It appears to the
3 Court that the primary purpose of purchasing a condominium in the GSR would be as an investment
4 and revenue generating proposition. The condominiums were the subject of statutory limitations on
5 the number of days the owners could occupy them during the course of a calendar year. The owners
6 would not be allowed to "live" in the condominium. When the owners were not in the rooms they
7 could either be rented out or they had to remain empty.

8 As noted, *supra*, the Court stripped all of the Defendants general and affirmative defenses in
9 the October Order. The Defendants stand before the Court having involuntarily conceded all of the
10 allegations contained in the Second Amended Complaint. The Court makes the following findings
11 of fact:

12 **I. FINDINGS OF FACT**

13 1. Plaintiff Albert Thomas is a competent adult and is a resident of the State of
14 California.

15 2. Plaintiff Jane Dunlap is a competent adult and is a resident of the State of California.

16 3. Plaintiff John Dunlap is a competent adult and is a resident of the State of California.

17 4. Plaintiff Barry Hay is a competent adult and is a resident of the State of California.

18 5. Plaintiff Marie-Annie Alexander, as Trustee of the Marie-Annie Alexander Living
19 Trust, is a competent adult and is a resident of the State of California.

20 6. Plaintiff Melissa Vagujhelyi, as Co-Trustee of the George Vagujhelyi and Melissa
21 Vagujheyli 2001 Family Trust Agreement U/T/A April 13, 2001, is a competent adult and is a
22 resident of the State of Nevada.

23 7. Plaintiff George Vagujhelyi, as Co-Trustee of the George Vagujhelyi and Melissa
24 Vagujheyli 2001 Family Trust Agreement U/T/A April 13, 2001, is a competent adult and is a
25 resident of the State of Nevada.

26 8. Plaintiff D'Arcy Nunn is a competent adult and is a resident of the State of California.

27 9. Plaintiff Henry Nunn is a competent adult and is a resident of the State of California.
28

- 1 10. Plaintiff Lee Van Der Bokke is a competent adult and is a resident of the State of
2 California.
- 3 11. Plaintiff Madelyn Van Der Bokke is a competent adult and is a resident of the State of
4 California.
- 5 12. Plaintiff Donald Schreifels is a competent adult and is a resident of the State of
6 Minnesota.
- 7 13. Plaintiff Robert R. Pederson, individually and as Trustee of the Pederson 1990 Trust,
8 is a competent adult and is a resident of the State of California.
- 9 14. Plaintiff Lou Ann Pederson, individually and as Trustee of the Pederson 1990 Trust,
10 is a competent adult and is a resident of the State of California.
- 11 15. Plaintiff Lori Ordovery is a competent adult and is a resident of the State of
12 Connecticut.
- 13 16. Plaintiff William A. Henderson is a competent adult and is a resident of the State of
14 California.
- 15 17. Plaintiff Christine E. Henderson is a competent adult and is a resident of the State of
16 California.
- 17 18. Plaintiff Loren D. Parker is a competent adult and is a resident of the State of
18 Washington.
- 19 19. Plaintiff Suzanne C. Parker is a competent adult and is a resident of the State of
20 Washington.
- 21 20. Plaintiff Michael Izady is a competent adult and is a resident of the State of New
22 York.
- 23 21. Plaintiff Steven Takaki is a competent adult and is a resident of the State of
24 California.
- 25 22. Plaintiff Farad Torabkhan is a competent adult and is a resident of the State of New
26 York.
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- 1 23. Plaintiff Sahar Tavakol is a competent adult and is a resident of the State of New
2 York.
- 3 24. Plaintiff M&Y Holdings is a Nevada Limited Liability Company with its principal
4 place of business in Nevada.
- 5 25. Plaintiff JL&YL Holdings, LLC is a Nevada Limited Liability Company with its
6 principal place of business in Nevada.
- 7 26. Plaintiff Sandi Raines is a competent adult and is a resident of the State of Minnesota.
- 8 27. Plaintiff R. Raghuram is a competent adult and is a resident of the State of California.
- 9 28. Plaintiff Usha Raghuram is a competent adult and is a resident of the State of
10 California.
- 11 29. Plaintiff Lori K. Tokutomi is a competent adult and is a resident of the State of
12 California.
- 13 30. Plaintiff Garrett Tom is a competent adult and is a resident of the State of California.
- 14 31. Plaintiff Anita Tom is a competent adult and is a resident of the State of California.
- 15 32. Plaintiff Ramon Fadrilan is a competent adult and is a resident of the State of
16 California.
- 17 33. Plaintiff Faye Fadrilan is a competent adult and is a resident of the State of California.
- 18 34. Plaintiff Peter K. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
19 competent adult and is a resident of the State of California.
- 20 35. Plaintiff Monica L. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
21 competent adult and is a resident of the State of California.
- 22 36. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 23 37. Plaintiff Elias Shamieh is a competent adult and is a resident of the State of
24 California.
- 25 38. Plaintiff Nadine's Real Estate Investments, LLC, is a North Dakota Limited Liability
26 Company.
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- 1 39. Plaintiff Jeffery James Quinn is a competent adult and is a resident of the State of
2 Hawaii.
- 3 40. Plaintiff Barbara Rose Quinn is a competent adult and is a resident of the State of
4 Hawaii.
- 5 41. Plaintiff Kenneth Riche is a competent adult and is a resident of the State of
6 Wisconsin.
- 7 42. Plaintiff Maxine Riche is a competent adult and is a resident of the State of
8 Wisconsin.
- 9 43. Plaintiff Norman Chandler is a competent adult and is a resident of the State of
10 Alabama.
- 11 44. Plaintiff Benton Wan is a competent adult and is a resident of the State of California.
- 12 45. Plaintiff Timothy Kaplan is a competent adult and is a resident of the State of
13 California.
- 14 46. Plaintiff Silkscape Inc. is a California Corporation.
- 15 47. Plaintiff Peter Cheng is a competent adult and is a resident of the State of California.
- 16 48. Plaintiff Elisa Cheng is a competent adult and is a resident of the State of California.
- 17 49. Plaintiff Greg A. Cameron is a competent adult and is a resident of the State of
18 California.
- 19 50. Plaintiff TMI Property Group, LLC is a California Limited Liability Company.
- 20 51. Plaintiff Richard Lutz is a competent adult and is a resident of the State of California.
- 21 52. Plaintiff Sandra Lutz is a competent adult and is a resident of the State of California.
- 22 53. Plaintiff Mary A. Kossick is a competent adult and is a resident of the State of
23 California.
- 24 54. Plaintiff Melvin H. Cheah is a competent adult and is a resident of the State of
25 California.
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- 1 55. Plaintiff Di Shen is a competent adult and is a resident of the State of Texas.
- 2 56. Plaintiff Ajit Gupta is a competent adult and is a resident of the State of California.
- 3 57. Plaintiff Seema Gupta is a competent adult and is a resident of the State of California.
- 4 58. Plaintiff Fredrick Fish is a competent adult and is a resident of the State of Minnesota.
- 5 59. Plaintiff Lisa Fish is a competent adult and is a resident of the State of Minnesota.
- 6 60. Plaintiff Robert A. Williams is a competent adult and is a resident of the State of
- 7 Minnesota.
- 8 61. Plaintiff Jacquelin Pham is a competent adult and is a resident of the State of
- 9 California.
- 10 62. Plaintiff May Ann Hom, as Trustee of the May Ann Hom Trust, is a competent adult
- 11 and is a resident of the State of California.
- 12
- 13 63. Plaintiff Michael Hurley is a competent adult and is a resident of the State of
- 14 Minnesota.
- 15 64. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 16 65. Plaintiff Duane Windhorst is a competent adult and is a resident of the State of
- 17 Minnesota.
- 18 66. Plaintiff Marilyn Windhorst is a competent adult and is a resident of the State of
- 19 Minnesota.
- 20 67. Plaintiff Vinod Bhan is a competent adult and is a resident of the State of California.
- 21 68. Plaintiff Anne Bhan is a competent adult and is a resident of the State of California.
- 22 69. Plaintiff Guy P. Browne is a competent adult and is a resident of the State of
- 23 California.
- 24 70. Plaintiff Garth Williams is a competent adult and is a resident of the State of
- 25 California.
- 26 71. Plaintiff Pamela Y. Aratani is a competent adult and is a resident of the State of
- 27 California.
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- 1 72. Plaintiff Darleen Lindgren is a competent adult and is a resident of the State of
2 Minnesota.
- 3 73. Plaintiff Laverne Roberts is a competent adult and is a resident of the State of
4 Nevada.
- 5 74. Plaintiff Doug Mecham is a competent adult and is a resident of the State of Nevada.
- 6 75. Plaintiff Chrisine Mecham is a competent adult and is a resident of the State of
7 Nevada.
- 8 76. Plaintiff Kwangsoo Son is a competent adult and is a resident of Vancouver, British
9 Columbia.
- 10 77. Plaintiff Soo Yeun Moon is a competent adult and is a resident of Vancouver, British
11 Columbia.
- 12 78. Plaintiff Johnson Akindodunse is a competent adult and is a resident of the State of
13 California.
- 14 79. Plaintiff Irene Weiss, as Trustee of the Weiss Family Trust, is a competent adult and
15 is a resident of the State of Texas.
- 16 80. Plaintiff Pravesh Chopra is a competent adult and is a resident of the State of
17 California.
- 18 81. Plaintiff Terry Pope is a competent adult and is a resident of the State of Nevada.
- 19 82. Plaintiff Nancy Pope is a competent adult and is a resident of the State of Nevada.
- 20 83. Plaintiff James Taylor is a competent adult and is a resident of the State of California.
- 21 84. Plaintiff Ryan Taylor is a competent adult and is a resident of the State of California.
- 22 85. Plaintiff Ki Ham is a competent adult and is a resident of Surry B.C.
- 23 86. Plaintiff Young Ja Choi is a competent adult and is a resident of Coquitlam, B.C.
- 24 87. Plaintiff Sang Dae Sohn is a competent adult and is a resident of Vancouver, B.C.
- 25 88. Plaintiff Kuk Hyung ("Connie") is a competent adult and is a resident of Coquitlam,
26 B.C.
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1 89. Plaintiff Sang (“Mike”) Yoo is a competent adult and is a resident of Coquitlam, B.C.

2 90. Plaintiff Brett Menmuir, as Trustee of the Cayenne Trust, is a competent adult and is
3 a resident of the State of Nevada.

4 91. Plaintiff William Miner, Jr., is a competent adult and is a resident of the State of
5 California.

6 92. Plaintiff Chanh Truong is a competent adult and is a resident of the State of
7 California.

8 93. Plaintiff Elizabeth Anders Mecua is a competent adult and is a resident of the State of
9 California.

10 94. Plaintiff Shepherd Mountain, LLC is a Texas Limited Liability Company with its
11 principal place of business in Texas.

12 95. Plaintiff Robert Brunner is a competent adult and is a resident of the State of
13 Minnesota.

14 96. Plaintiff Amy Brunner is a competent adult and is a resident of the State of
15 Minnesota.

16 97. Plaintiff Jeff Riopelle is a competent adult and is a resident of the State of California.

17 98. Plaintiff Patricia M. Moll is a competent adult and is a resident of the State of Illinois.

18 99. Plaintiff Daniel Moll is a competent adult and is a resident of the State of Illinois.

19 100. The people and entities listed above represent their own individual interests. They are
20 not suing on behalf of any entity including the Grand Sierra Unit Home Owner’s Association. The
21 people and entities listed above are jointly referred to herein as “the Plaintiffs”.

22 101. Defendant MEI-GSR Holdings, LLC (“MEI-GSR”) is a Nevada Limited Liability
23 Company with its principal place of business in Nevada.

24 102. Defendant Gage Village Commercial Development, LLC (“Gage Village”) is a
25 Nevada Limited Liability Company with its principal place of business in Nevada.
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1 103. Gage Village is related to, controlled by, affiliated with, and/or a subsidiary of MEI-
2 GSR.

3 104. Defendant Grand Sierra Resort Unit Owners' Association ("the Unit Owners'
4 Association") is a Nevada nonprofit corporation with its principal place of business in Nevada.

5 105. MEI-GSR transferred interest in one hundred forty-five (145) condominium units to
6 AM-GSR Holdings, LLC ("AM-GSR") on December 22, 2014.

7 106. Defendants acknowledged to the Court on January 13, 2015, that AM-GSR would be
8 added to these proceedings and subject to the same procedural posture as MEI-GSR. Further, the
9 parties stipulated that AM-GSR would be added as a defendant in this action just as if AM-GSR was
10 a named defendant in the Second Amended Complaint. Said stipulation occurring and being ordered
11 on January 21, 2015.

12 107. MEI-GSR, Gage Village and the Unit Owner's Association are jointly referred to
13 herein as "the Defendants".

14 108. The Grand Sierra Resort Condominium Units ("GSR Condo Units") are part of the
15 Grand Sierra Unit Owners Association, which is an apartment style hotel condominium development
16 of 670 units in one 27-story building. The GSR Condo Units occupy floors 17 through 24 of the
17 Grand Sierra Resort and Casino, a large-scale hotel casino, located at 2500 East Second Street,
18 Reno, Nevada.

19 109. All of the Individual Unit Owners: hold an interest in, own, or have owned, one or
20 more GSR Condo Units.

21 110. Gage Village and MEI-GSR own multiple GSR Condo Units.

22 111. MEI-GSR owns the Grand Sierra Resort and Casino.

23 112. Under the Declaration of Covenants, Conditions, Restrictions and Reservations of
24 Easements for Hotel-Condominiums at Grand Sierra Resort ("CC&Rs"), there is one voting member
25 for each unit of ownership (thus, an owner with multiple units has multiple votes).
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1 113. Because MEI-GSR and Gage Village control more units of ownership than any other
2 person or entity, they effectively control the Unit Owners' Association by having the ability to elect
3 MEI-GSR's chosen representatives to the Board of Directors (the governing body over the GSR
4 Condo Units).

5 114. As a result of MEI-GSR and Gage Village controlling the Unit Owners' Association,
6 the Individual Unit Owners effectively have no input or control over the management of the Unit
7 Owners' Association.

8 115. MEI-GSR and Gage Village have used, and continue to use, their control over the
9 Unit Owners' Association to advance MEI-GSR and Gage Villages' economic objectives to the
10 detriment of the Individual Unit Owners.

11 116. MEI-GSR and Gage Villages' control of the Unit Owners' Association violates
12 Nevada law as it defeats the purpose of forming and maintaining a homeowners' association.

13 117. Further, the Nevada Division of Real Estate requires a developer to sell off the units
14 within 7 years, exit and turn over the control and management to the owners.

15 118. Under the CC&Rs, the Individual Unit Owners are required to enter into a "Unit
16 Maintenance Agreement" and participate in the "Hotel Unit Maintenance Program," wherein MEI-
17 GSR provides certain services (including, without limitation, reception desk staffing, in-room
18 services, guest processing services, housekeeping services, Hotel Unit inspection, repair and
19 maintenance services, and other services).

20 119. The Unit Owners' Association maintains capital reserve accounts that are funded by
21 the owners of GSR Condo Units. The Unit Owners' Association collects association dues of
22 approximately \$25 per month per unit, with some variation depending on a particular unit's square
23 footage.

24 120. The Individual Unit Owners pay for contracted "Hotel Fees," which include taxes,
25 deep cleaning, capital reserve for the room, capital reserve for the building, routine maintenance,
26 utilities, etc.
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1 121. MEI-GSR has systematically allocated and disproportionately charged capital reserve
2 contributions to the Individual Unit Owners, so as to force the Individual Unit Owners to pay capital
3 reserve contributions in excess of what should have been charged.

4 122. MEI-GSR and Gage Development have failed to pay proportionate capital reserve
5 contribution payments in connection with their Condo Units.

6 123. MEI-GSR has failed to properly account for, or provide an accurate accounting for
7 the collection and allocation of the collected capital reserve contributions.

8 124. The Individual Unit Owners also pay "Daily Use Fees" (a charge for each night a unit
9 is occupied by any guest for housekeeping services, etc.).

10 125. MEI-GSR and Gage Village have failed to pay proportionate Daily Use Fees for the
11 use of Defendants' GSR Condo Units.

12 126. MEI-GSR has failed to properly account for the contracted "Hotel Fees" and "Daily
13 Use Fees."

14 127. Further, the Hotel Fees and Daily Use Fees are not included in the Unit Owners'
15 Association's annual budget with other assessments that provide the Individual Unit Owners' the
16 ability to reject assessment increases and proposed budget ratification.

17 128. MEI-GSR has systematically endeavored to increase the various fees that are charged
18 in connection with the use of the GSR Condo Units in order to devalue the units owned by
19 Individual Unit Owners.

20 129. The Individual Unit Owners' are required to abide by the unilateral demands of MEI-
21 GSR, through its control of the Unit Owners' Association, or risk being considered in default under
22 Section 12 of the Agreement, which provides lien and foreclosure rights pursuant to Section 6.10(f)
23 of the CC&R's.

24 130. Defendants MEI-GSR and/or Gage Village have attempted to purchase, and
25 purchased, units devalued by their own actions, at nominal, distressed prices when Individual Unit
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1 Owners decide to, or are effectively forced to, sell their units because the units fail to generate
2 sufficient revenue to cover expenses.

3 131. MEI-GSR and/or Gage Village have, in late 2011 and 2012, purchased such devalued
4 units for \$30,000 less than the amount they purchased units for in March of 2011.

5 132. The Individual Unit Owners effectively pay association dues to fund the Unit
6 Owners' Association, which acts contrary to the best interests of the Individual Unit Owners.

7 133. MEI-GSR's interest in maximizing its profits is in conflict with the interest of the
8 Individual Unit Owners. Accordingly, Defendant MEI-GSR's control of the Unit Owners'
9 Association is a conflict of interest.

10 134. As part of MEI-GSR's Grand Sierra Resort and Casino business operations, it rents:
11 (1) hotel rooms owned by MEI-GSR that are not condominium units; (2) GSR Condo Units owned
12 by MEI-GSR and/or Gage Village; and (3) GSR Condo Units owned by the Individual Condo Unit
13 Owners.

14 135. MEI-GSR has entered into a Grand Sierra Resort Unit Rental Agreement with
15 Individual Unit Owners.

16 136. MEI-GSR has manipulated the rental of the: (1) hotel rooms owned by MEI-GSR; (2)
17 GSR Condo Units owned by MEI-GSR and/or Gage Village; and (3) GSR Condo Units owned by
18 Individual Condo Unit Owners so as to maximize MEI-GSR's profits and devalue the GSR Condo
19 Units owned by the Individual Unit Owners.

20 137. MEI-GSR has rented the Individual Condo Units for as little as \$0.00 to \$25.00 a
21 night.

22 138. Yet, MEI-GSR has charged "Daily Use Fees" of approximately \$22.38, resulting in
23 revenue to the Individual Unit Owners as low as \$2.62 per night for the use of their GSR Condo Unit
24 (when the unit was rented for a fee as opposed to being given away).

25 139. By functionally, and in some instances actually, giving away the use of units owned
26 by the Individual Unit Owners, MEI-GSR has received a benefit because those who rent the
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1 Individual Units frequently gamble and purchase food, beverages, merchandise, spa services and
2 entertainment access from MEI-GSR.

3 140. MEI-GSR has rented Individual Condo Units to third parties without providing
4 Individual Unit Owners with any notice or compensation for the use of their unit.

5 141. Further, MEI-GSR has systematically endeavored to place a priority on the rental of
6 MEI-GSR's hotel rooms, MEI-GSR's GSR Condo Units, and Gage Village's Condo Units.

7 142. Such prioritization effectively devalues the units owned by the Individual Unit
8 Owners.

9 143. MEI-GSR and Gage Village intend to purchase the devalued units at nominal,
10 distressed prices when Individual Unit Owners decide to, or are effectively forced to, sell their units
11 because the units fail to generate sufficient revenue to cover expenses and have no prospect of
12 selling their persistently loss-making units to any other buyer.

13 144. Some of the Individual Unit Owners have retained the services of a third party to
14 market and rent their GSR Condo Unit(s).

15 145. MEI-GSR has systematically thwarted the efforts of any third party to market and
16 rent the GSR Units owned by the Individual Unit Owners.

17 146. MEI-GSR has breached the Grand Sierra Resort Unit Rental Agreement with
18 Individual Condo Unit Owners by failing to follow its terms, including but not limited to, the failure
19 to implement an equitable Rotational System as referenced in the agreement.

20 147. MEI-GSR has failed to act in good faith in exercising its duties under the Grand
21 Sierra Resort Unit Rental Agreements with the Individual Unit Owners.

22 The Court is intimately familiar with all of the allegations in the twelve causes of action
23 contained in the Second Amended Complaint. The Court's familiarity is a result of reviewing all of
24 the pleadings and exhibits in this matter to include the various discovery disputes, the testimony at
25 the numerous hearings conducted to date, and the other documents and exhibits on file. The Court
26 finds that the facts articulated above support the twelve causes of action contained in the Second
27 Amended Complaint.
28

II. CONCLUSIONS OF LAW

- 1
- 2 A. The Court has jurisdiction over MEI-GSR, Gage Village, the Unit Owner's Association
- 3 and the Plaintiffs.
- 4
- 5 B. The appointment of a receiver is appropriate when: (1) the plaintiff has an interest in
- 6 the property; (2) there is potential harm to that interest in property; and (3) no other
- 7 adequate remedies exist to protect the interest. *See generally Bowler v. Leonard*, 70
- 8 Nev. 370, 269 P.2d 833 (1954). *See also* NRS 32.010. The Court appointed a receiver
- 9 to oversee the Unit Owner's Association on January 7, 2015. The Court concludes that
- 10 MEI-GSR and/or Gage Village have operated the Unit Owner's Association in a way
- 11 inconsistent with the best interests of all of the unit owners. The continued
- 12 management of the Unit Owner's Association by the receiver is appropriate under the
- 13 circumstances of this case and will remain in effect absent additional direction from the
- 14 Court.
- 15
- 16 C. Negligent misrepresentation is when "[o]ne who, in the course of his business,
- 17 profession or employment, or in any other action in which he has a pecuniary interest,
- 18 supplies false information for the guidance of others in their business transactions, is
- 19 subject to liability for pecuniary loss caused to them by their justifiable reliance upon
- 20 the information, if he fails to exercise reasonable care or competence in obtaining or
- 21 communicating the information." *Barmeltler v. Reno Air, Inc.*, 114 Nev. 441, 956 P.2d
- 22 1382, 1387 (1998) (quoting *Restatement (Second) of Torts* § 552(1) (1976)). Intentional
- 23 misrepresentation is when "a false representation made with knowledge or belief that it
- 24 is false or without a sufficient basis of information, intent to induce reliance, and
- 25 damage resulting from the reliance. *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115,
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1 117 (1975).” *Collins v. Burns*, 103 Nev. 394, 397, 741 P.2d 819, 821 (1987). MEI-
2 GSR is liable for intentionally and/or negligent misrepresentation as alleged in the
3 Second Cause of Action.

4
5 D. An enforceable contract requires, “an offer and acceptance, meeting of the minds, and
6 consideration.” *Certified Fire Protection, Inc. v. Precision Construction, Inc.* 128 Nev.
7 Adv. Op. 35, 283 P.3d 250, 255 (2012)(citing *May v. Anderson*, 121 Nev. 668, 672, 119
8 P.3d 1254, 1257 (2005)). There was a contract between the Plaintiffs and MEI-GSR.
9 MEI-GSR has breached the contract and therefore MEI-GSR is liable for breach of
10 contract as alleged in the Third Cause of Action.

11
12 E. MEI-GSR is liable for Quasi-Contract/Equitable Contract/Detrimental Reliance as
13 alleged in the Fourth Cause of Action.

14
15 F. An implied covenant of good faith and fair dealing exists in every contract in Nevada.
16 *Hilton Hotels Corp. v. Butch Lewis Productions, Inc.*, 109 Nev. 1043, 1046, 862 P.2d
17 1207, 1209 (1993). “The duty not to act in bad faith or deal unfairly thus becomes part
18 of the contract, and, as with any other element of the contract, the remedy for its breach
19 generally is on the contract itself.” *Id.* (citing *Wagenseller v. Scottsdale Memorial*
20 *Hospital*, 147 Ariz. 370, 383, 710 P.2d 1025, 1038 (1985)). “It is well established that
21 in contracts cases, compensatory damages ‘are awarded to make the aggrieved party
22 whole and ... should place the plaintiff in the position he would have been in had the
23 contract not been breached.’ This includes awards for lost profits or expectancy
24 damages.” *Road & Highway Builders, LLC v. Northern Nevada Rebar, Inc.*, 128 Nev.
25 Adv. Op. 36, 284 P.3d 377, 382 (2012)(*internal citations omitted*). “When one party
26 performs a contract in a manner that is unfaithful to the purpose of the contract and the
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1 justified expectations of the other party are thus denied, damages may be awarded
2 against the party who does not act in good faith.” *Perry v. Jordan*, 111 Nev. 943, 948,
3 900 P.2d 335, 338 (1995)(*citation omitted*). “Reasonable expectations are to be
4 ‘determined by the various factors and special circumstances that shape these
5 expectations.’” *Id.* (citing *Butch Lewis*, 107 Nev. at 234, 808 P.2d at 923). MEI-GSR is
6 liable for breach of the covenant of good faith and fair dealing as set forth in the Fifth
7 Cause of Action.
8

9
10 G. MEI-GSR has violated NRS 41.600(1) and (2) and NRS 598.0915 through 598.0925,
11 inclusive and is therefore liable for the allegations contained in the Sixth Cause of
12 Action. Specifically, MEI-GSR violated NRS 598.0915(15) and NRS 598.0923(2).

13 H. The Plaintiffs are entitled to declaratory relief as more fully described below and
14 prayed for in the Seventh Cause of Action.

15 I. MEI-GSR wrongfully committed numerous acts of dominion and control over the
16 property of the Plaintiffs, including but not limited to renting their units at discounted
17 rates, renting their units for no value in contravention of written agreements between
18 the parties, failing to account for monies received by MEI-GSR attributable to specific
19 owners, and renting units of owners who were not even in the rental pool. All of said
20 activities were in derogation, exclusion or defiance of the title and/or rights of the
21 individual unit owners. Said acts constitute conversion as alleged in the Eighth Cause
22 of Action.

23 J. The demand for an accounting as requested in Ninth Cause of Action is moot pursuant
24 to the discovery conducted in these proceedings and the appointment of a receiver to
25 oversee the interaction between the parties.

26 K. The Unit Maintenance Agreement and Unit Rental Agreement proposed by MEI-GSR
27 and adopted by the Unit Owner’s Association are unconscionable. An unconscionable
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1 clause is one where the circumstances existing at the time of the execution of the
2 contract are so one-sided as to oppress or unfairly surprise an innocent party. *Bill*
3 *Stremmel Motors, Inc. v. IDS Leasing Corp.*, 89 Nev. 414, 418, 514 P.2d 654, 657
4 (1973). MEI-GSR controls the Unit Owner's Association based on its majority
5 ownership of the units in question. It is therefore able to propose and pass agreements
6 that affect all of the unit owners. These agreements require unit owners to pay
7 unreasonable Common Expense fees, Hotel Expenses Fees, Shared Facilities Reserves,
8 and Hotel Reserves ("the Fees"). The Fees are not based on reasonable expectation of
9 need. The Fees have been set such that an individual owner may actually *owe* money
10 as a result of having his/her unit rented. They are unnecessarily high and imposed
11 simply to penalize the individual unit owners. Further, MEI-GSR and/or Gage Village
12 have failed to fund their required portion of these funds, while demanding the
13 individual unit owners continue to pay the funds under threat of a lien. MEI-GSR has
14 taken the Fees paid by individual unit owners and placed the funds in its general
15 operating account rather than properly segregating them for the use of the Unit Owner's
16 Association. All of said actions are unconscionable and unenforceable pursuant to NRS
17 116.112(1). The Court will grant the Tenth Cause of Action and not enforce these
18 portions of the agreements.
19

- 20 L. The legal concept of *quantum meruit* has two applications. The first application is in
21 actions based upon contracts implied-in-fact. The second application is providing
22 restitution for unjust enrichment. *Certified Fire*, at 256. In the second application,
23 "[l]iability in restitution for the market value of goods or services is the remedy
24 traditionally known as quantum meruit. Where unjust enrichment is found, the law
25 implies a quasi-contract which requires the defendant to pay to the plaintiff the value of
26 the benefit conferred. In other words, the defendant makes restitution to the plaintiff in
27 *quantum meruit*." *Id.* at 256-57. Gage Village has been unjustly enriched based on the
28

orchestrated action between it and MEI-GSR to the detriment of the individual unit owners as alleged in the Eleventh Cause of Action.

M. Many of the individual unit owners attempted to rent their units through third-party services rather than through the use of MEI-GSR. MEI-GSR and Gage Village intentionally thwarted, interfered with and/or disrupted these attempts with the goal of forcing the sale of the individual units back to MEI-GSR. All of these actions were to the economic detriment of the individual unit owners as alleged in the Twelfth Cause of Action.

N. The Plaintiffs are entitled to both equitable and legal relief. “As federal courts have recognized, the long-standing distinction between law and equity, though abolished in procedure, continues in substance, *Coca-Cola Co. v. Dixi-Cola Labs.*, 155 F.2d 59, 63 (4th Cir. 1946); 30A C.J.S. *Equity* § 8 (2007). A judgment for damages is a legal remedy, whereas other remedies, such as avoidance or attachment, are equitable remedies. *See* 30A *Equity* § 1 (2007).” *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1053 (2015).

O. “[W]here default is entered as a result of a discovery sanction, the non-offending party ‘need only establish a *prima facie* case in order to obtain the default.’ *Foster*, 227 P.3d at 1049 (*citing Young v. Johnny Ribeiro Building, Inc.*, 106 Nev. 88, 94, 787 P.2d 777, 781 (1990)). “[W]here a district court enters a default, the facts alleged in the pleadings will be deemed admitted. Thus, during a NRCP 55(b)(2) prove-up hearing, the district court shall consider the allegations deemed admitted to determine whether the non-offending party has established a *prima facie* case for liability.” *Foster*, 227 P.3d at 1049-50. A *prima facie* case requires only “sufficiency of evidence in order to send the question to the jury.” *Id.* 227 P.3d at 1050 (*citing Vancheri v. GNLV Corp.*, 105 Nev. 417, 420, 777 P.2d 366, 368 (1989)). The Plaintiffs have met this burden regarding all of their causes of action.

1 P. "Damages need not be determined with mathematical certainty." *Perry*, 111 Nev. at
2 948, 900 P.2d at 338. The party requesting damages must provide an evidentiary basis
3 for determining a "reasonably accurate amount of damages." *Id.* See also,
4 *Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 733, 192 P.3d 243, 248
5 (2008) and *Mort Wallin of Lake Tahoe, Inc. v. Commercial Cabinet Co., Inc.*, 105 Nev.
6 855, 857, 784 P.2d 954, 955 (1989).

7 Q. Disgorgement is a remedy designed to dissuade individuals from attempting to profit
8 from their inappropriate behavior. "Disgorgement as a remedy is broader than
9 restitution or restoration of what the plaintiff lost." *American Master Lease LLC v.*
10 *Idanta Partners, Ltd*, 225 Cal. App. 4th 1451, 1482, 171 Cal. Rptr. 3d 548, 572
11 (2014)(*internal citation omitted*). "Where 'a benefit has been received by the defendant
12 but the plaintiff has not suffered a corresponding loss or, in some cases, any loss, but
13 nevertheless the enrichment of the defendant would be unjust . . . the defendant may be
14 under a duty to give to the plaintiff the amount by which [the defendant] has been
15 enriched.'" *Id.* 171 Cal. Rptr. 3d at 573 (*internal citations omitted*). See also *Miller v.*
16 *Bank of America, N.A.*, 352 P.3d 1162 (N.M. 2015) and *Cross v. Berg Lumber Co.*, 7
17 P.3d 922 (Wyo. 2000).
18

19 III. JUDGMENT

20
21 Judgment is hereby entered against MEI-GSR, Gage Village and the Unit Owner's
22 Association as follows:

23 Monetary Relief:

- 24 1. Against MEI-GSR in the amount of \$442,591.83 for underpaid revenues to Unit owners;
- 25 2. Against MEI-GSR in the amount of \$4,152,669.13 for the rental of units of owners who had no
26 rental agreement;
- 27 3. Against MEI-GSR in the amount of \$1,399,630.44 for discounting owner's rooms without
28 credits;

- 1 4. Against MEI-GSR in the amount of \$31,269.44 for discounted rooms with credits;
- 2 5. Against MEI-GSR in the amount of \$96,084.96 for "comp'd" or free rooms;
- 3 6. Against MEI-GSR in the amount of \$411,833.40 for damages associated with the bad faith
- 4 "preferential rotation system";
- 5 7. Against MEI-GSR in the amount of \$1,706,798.04 for improperly calculated and assessed
- 6 contracted hotel fees;
- 7 8. Against MEI-GSR in the amount of \$77,338.31 for improperly collected assessments;
- 8 9. MEI-GSR will fund the FF&E reserve, shared facilities reserve and hotel reserve in the amount of
- 9 \$500,000.00 each. The Court finds that MEI-GSR has failed to fund the reserves for the units it, or
- 10 any of its agents, own. However, the Court has also determined, *supra*, that these fees were
- 11 themselves unconscionable. The Court does not believe that the remedy for MEI-GSR's failure to
- 12 fund the unconscionable amount should be some multiple of that unreasonable sum. Further, the
- 13 Court notes that Plaintiffs are individual owners: not the Unit Owner's Association. Arguably, the
- 14 reserves are an asset of the Unit Owner's Association and the Plaintiffs have no individual interest in
- 15 this sum. The Court believes that the "seed funds" for these accounts are appropriate under the
- 16 circumstances of the case; and
- 17 10. The Court finds that it would be inappropriate to give MEI-GSR any "write downs" or credits
- 18 for sums they may have received had they rented the rooms in accordance with appropriate business
- 19 practices. These sums will be disgorged.

20

21 **Non-Monetary Relief:**


- 22 1. The receiver will remain in place with his current authority until this Court rules otherwise;
- 23 2. The Plaintiffs shall not be required to pay any fees, assessments, or reserves allegedly due or
- 24 accrued prior to the date of this ORDER;
- 25 3. The receiver will determine a reasonable amount of FF&E, shared facilities and hotel reserve fees
- 26 required to fund the needs of these three ledger items. These fees will be determined within 90 days
- 27 of the date of this ORDER. No fees will be required until the implementation of these new
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1 amounts. They will be collected from *all* unit owners and properly allocated on the Unit Owner's
2 Association ledgers; and
3 4. The current rotation system will remain in place.

4 **Punitive Damages:**

5 The Court specifically declined to hear argument regarding punitive damages during the
6 prove-up hearing. *See* Transcript of Proceedings 428:6 through 430:1. Where a defendant has been
7 guilty of oppression, fraud, or malice express or implied in an action *not arising from contract*,
8 punitive damages may be appropriate. NRS 42.005(1). Many of the Plaintiff's causes of action
9 sound in contract; therefore, they are not the subject of a punitive damages award. Some of the
10 causes of action may so qualify. The Court requires additional argument on whether punitive
11 damages would be appropriate in the non-contract causes of action. NRS 42.005(3). An appropriate
12 measure of punitive damages is based on the financial position of the defendant, its culpability and
13 blameworthiness, the vulnerability of, and injury suffered by, the offended party, the offensiveness
14 of the punished conduct, and the means necessary to deter further misconduct. *See generally*
15 *Ainsworth v. Combined Insurance Company of America*, 104 Nev. 587, 763 P.2d 673 (1988).
16 Should the Court determine that punitive damages are appropriate it will conduct a hearing to
17 consider all of the stated factors. NRS 42.005(3). The parties shall contact the Judicial Assistant
18 within 10 days of the date of this ORDER to schedule a hearing regarding punitive damages.
19 Counsel will be prepared to discuss all relevant issues and present testimony and/or evidence
20 regarding NRS 42.005 at that subsequent hearing.

21 DATED this 9 day of October, 2015.

22 
23 ELLIOTT A. SATTLER
24 District Judge
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq.

Jarrad Miller, Esq.

Stan Johnson, Esq.

Mark Wray, Esq.

DATED this 9 day of October, 2015.


SHEILA MANSFIELD
Judicial Assistant

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; et al.,

Plaintiffs,

Case No. CV12-02222

Dept. No. 10

vs.

MEI-GSR HOLDINGS, LLC, a Nevada limited
liability company, GRAND SIERRA RESORT
UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL DEVELOPMENT, LLC,
a Nevada limited liability company;
AM-GSR HOLDINGS, LLC, a Nevada limited
liability company; and DOES I through X, inclusive,

Defendants.

ORDER DENYING MOTION TO SET ASIDE OR AMEND JUDGMENT

Presently before the Court is DEFENDANTS' MOTION TO SET ASIDE JUDGMENT OR
IN THE ALTERNATIVE TO AMEND JUDGMENT ("the Motion") filed by Defendants MEI-
GSR HOLDINGS, LLC, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, GAGE
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(collectively, "the Defendants") on March 13, 2019. Plaintiffs ALBERT THOMAS et al. ("the
Plaintiffs") filed the OPPOSITION TO DEFENDANTS' MOTION TO SET ASIDE JUDGMENT
OR IN THE ALTERNATIVE TO AMEND JUDGMENT ("the Opposition") on April 10, 2019.

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2 JUDGMENT OR IN THE ALTERNATIVE TO AMEND JUDGMENT ("the Reply") on April 19,
3 2019. The Court held a hearing on July 25, 2019, and took the matter under advisement.

4 Case-concluding sanctions were entered against the Defendants for abuse of discovery and
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6 CASE-TERMINATING SANCTIONS, p. 12 (Oct. 3, 2014) ("the October Order"). See also
7 *Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing
8 discovery sanctions). The Court held a three-day prove up hearing at which the Plaintiffs'
9 damages expert, Craig Greene ("Mr. Greene"), was the sole witness. The Court precluded the
10 Defendants from calling their own witnesses during the prove-up hearing, but permitted them to
11 cross-examine Mr. Greene extensively.¹ See ORDER 5:3-16 (Feb. 5, 2015) ("the February
12 Order"). The Court ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in
13 damages. See FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT (Oct. 9,
14 2015) ("the FFCLJ"). The parties have filed extensive post-judgment motion practice.²

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19 ¹ While the Defendants insist their cross-examination of Mr. Greene was limited, such a contention is belied by the
20 record of the prove-up hearing. The Defendants' cross-examination of Mr. Greene took up the entirety of the second day
21 of the prove-up hearing, in addition to some time on the first day.

22 ² On May 9, 2016, the Court entered the ORDER GRANTING DEFENDANTS' MOTION TO DISMISS FOR LACK
23 OF SUBJECT MATTER JURISDICTION ("the Dismissal Order"). The Plaintiff appealed the Dismissal Order to the
24 Nevada Supreme Court on May 26, 2016. On February 26, 2018, the Nevada Supreme Court reversed the Dismissal
25 Order and remanded the case to the Court. The Nevada Supreme Court denied rehearing on June 1, 2018, and denied en
26 banc reconsideration on November 27, 2018. The case has been remanded to the Court and assumes the procedural
27 posture immediately preceding entry of the Dismissal Order.

1 The Defendants argue the Court should revise or set aside the FFCLJ because they were
2 unfairly precluded from presenting witnesses or evidence in response to Mr. Greene's testimony,
3 which was riddled with fundamental defects.³ The Motion 2:11-23. The Defendants insist the
4 Court has the inherent power to revise the FFCLJ to correct these fundamental defects because
5 there is no final judgment, and a new prove-up hearing is necessary because the Plaintiffs received
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11 the prove-up hearing, which would have allowed them to present relevant evidence.⁴ The
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20 damages for underpaid revenue to unit owners without certain owners' statements and for units which were sold or
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22 understanding of the IHAP rental program; 3) Mr. Greene calculated damages for discounting owners' rooms if a room
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26 Defendants had no further rental obligations and did not recognize nuances in the rotation system; and 6) Mr. Greene's
27 damage calculations for contracted fees and allocations ignores the Defendants' right to collect such money and
28 penalized them for merely placing the money in the wrong account. The Motion 6:16-23; 7:6-17; 8:1-8, 17-27; 9:3-13;
10:6-25, 11:9-25; 12:7-20. The Defendants also contend the Court erroneously awarded non-monetary relief as a matter
of law, erred in allowing Mr. Greene's testimony, and the FFCLJ does not identify the causes of action supporting the
damages award and the individual damage award for each of the Plaintiffs. The Motion 13:6-10, 26-28; 15:25-26; 16:1-
4, 25-27; 17:1-2.

⁴ The Plaintiffs also insist the declarations of Kent Vaughn and Sean Clarke were improperly provided to the Court. The
Court will not consider these declarations because the Defendants made no offers of proof regarding the necessity of
their testimony during the prove-up hearing.

1 the Motion are intended to be offers of proof.⁵ The Reply 5:24-28; 6:11-18. The Defendants also
2 contend the damages calculated by Mr. Greene were neither fair nor reasonable because of the
3 multitude of fundamental defects. The Reply 9:2-28; 10:1-15.

4
5 NRCP 55(b)(2) permits a district court to hold a prove-up hearing to establish damages
6 where a default judgment has been entered. Where default judgment has been entered as a
7 discovery sanction, “the nonoffending party retains the burden of presenting sufficient evidence to
8 establish a prima facie case for each cause of action as well as demonstrating by substantial
9 evidence that damages are attributable to each claim.” *Foster v. Dingwall*, 126 Nev. 56, 60, 227
10 P.3d 1042, 1045 (2010). *See also Horgan v. Felton*, 123 Nev. 577, 581, 170 P.2d 982, 985 (2007)
11 (internal quotation marks omitted) (“Substantial evidence is evidence that a reasonable mind might
12 accept as adequate to support a conclusion.”). A district court may limit a defaulting party’s
13 presentation of evidence during a prove-up hearing; however, it is an abuse of discretion to
14 preclude a defaulting party from presenting evidence if the defaulting party has identified a
15 “fundamental defect in the nonoffending party’s case.” *Foster*, 126 Nev. at 68, 227 P.3d at 1050
16 (explaining nonoffending party is not entitled to “unlimited or unjustifiable damages”).
17

18
19 NRCP 54(b) provides:

20 **Judgment on Multiple Claims or Involving Multiple Parties.** When an action
21 presents more than one claim for relief--whether as a claim, counterclaim,
22 crossclaim, or third-party claim--or when multiple parties are involved, the court may
23 direct entry of a final judgment as to one or more, but fewer than all, claims or parties
24 only if the court expressly determines that there is no just reason for delay.
25 Otherwise, any order or other decision, however designated, that adjudicates fewer
26 than all the claims or the rights and liabilities of fewer than all the parties does not
27 end the action as to any of the claims or parties and may be revised at any time before
28 the entry of a judgment adjudicating all the claims and all the parties' rights and
liabilities.

⁵ The Reply is more than double the length permitted by the PRETRIAL ORDER, p. 8:10-18 (May 13, 2019). The Defendants are counseled to avoid exceeding the allotted page limits without permission from the Court.

1 WDCR 12(8) provides:

2 The rehearing of motions *must* be done in conformity with DCR 13, Section 7. A party
3 seeking reconsideration of a ruling of the court, other than an order which may be addressed
4 by motion pursuant to NRCP 50(b), 52(b), 59 or 60, must file a motion for such relief
within 10 days after service of written notice of entry of the order or judgment

5 Emphasis added.

6 The Court will not revise the FFCLJ because it is not an interlocutory order subject to
7 revision. The FFCLJ adjudicated all of the Plaintiffs' claims and definitely held the Defendants
8 liable for \$8,318,215.55 in damages. *Contra Bower's v. Harrah's Laughlin, Inc.*, 125 Nev. 470,
9 479, 215 P.3d 709, 716 (2009) (holding district judge was permitted to reconsider summary
10 judgment motion regarding one plaintiff before final judgment regarding all parties was entered).
11 Simply because the FFCLJ did not address punitive damages does not render it interlocutory and
12 capable of revision. The Defendants cite no case law in support of the proposition that the lack of a
13 punitive damage award makes the FFCLJ an interlocutory order which can be amended more than
14 four years after its entry.

17 Even if the FFCLJ could be amended pursuant to NRCP 54(b), the Motion falls within the
18 confines of WDCR 12(8) and D.C.R. 13(7) and is thus untimely. As the language of WDCR 12(8)
19 demonstrates, all requests for reconsideration, except a motion pursuant to NRCP 50(b), 52(b), 59
20 or 60, are encompassed by WDCR 12(8). The Motion is subject to these local rules because it seeks
21 reconsideration of the Court's damages award in the FFCLJ. WDCR 12(8) requires such a motion
22 to be filed within ten days of service of the written notice of entry of the order or judgment. While
23 the Defendants insist the Motion does not seek reconsideration, the label assigned to a pleading does
24 not control. *Cf. Pangallo v. State*, 112 Nev. 1533, 1535-36, 930 P.2d 100, 102 (1996) *overruled on*
25 *other grounds by Griffin v. State*, 122 Nev. 737, 137 P.3d 1165 (2006) (holding improper labelling
26 does not preclude court from considering arguments made therein). Furthermore, the Defendants
27
28

1 cannot and do not argue the Motion was filed within ten days of the notice of entry of the FFCLJ.
2 The Defendants chose to pursue relief other than reconsideration by filing DEFENDANTS'
3 MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION on December 1,
4 2015. Additionally, the fact the Defendants now have new representation does not excuse errors of
5 previous counsel.⁶ For all of these reasons, the FFCLJ is not an interlocutory order subject to
6 revision under NRCP 54(b).
7

8 NRCP 59 governs motions to alter or amend a judgment. NRCP 59(e) provides:

9 **Motion to Alter or Amend a Judgment.** A motion to alter or amend a judgment
10 *must* be filed no later than 28 days after service of written notice of entry of
11 judgment.

12 Emphasis added. NRS 0.025(1)(c) provides:

13 “Must” expresses a requirement when:

14 (1) The subject is a thing, whether the verb is active or passive.

15 (2) The subject is a natural person and:

16 (I) The verb is in the passive voice; or

17 (II) Only a condition precedent and not a duty is imposed.
18

19 NRCP 59(f) explicitly states, “[t]he 28-day time periods specified in this rule cannot be extended
20 under Rule 6(b).” A motion to alter or amend must be in writing and state the grounds for relief
21 with particularity and identify the relief sought. *United Pac. Ins. Co. v. St. Denis*, 81 Nev. 103,
22 106, 399 P.2d 135, 137 (1956). *See also* NRCP 7(b). One ground for relief under a motion to
23 amend or alter the judgment is the correction of “manifest errors of law or fact.” *AA Primo*
24 *Builders, LLC v. Washington*, 126 Nev. 578, 582, 245 P.3d 1190, 1193 (2010) (explaining motions
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26

27 ⁶ Five attorneys have represented the Defendants before the Court. The Defendants were originally represented by Sean
28 Brohawn and subsequently by H. Stan Johnson, concurrently with Gayle Kern and Mark Wray. The Defendants are
currently represented by David McElhinney. On appeal, the Defendants were represented by Daniel Polsenberg, Joel
Henriod and Dale Kotchka-Alanes.

1 to alter or amend are not permitted to correct clerical errors). A district court has considerable
2 discretion in determining whether a motion to amend or alter should be granted. *Stevo Design, Inc.*
3 *v. SBR Mktg. Ltd.*, 919 F. Supp. 2d 1112, 1117 (D. Nev. 2013). *See also AA Primo*, 126 Nev. at
4 582, 245 P.3d at 1193 (explaining FRCP 59 may be consulted in interpreting NRCP 59).

5
6 The Court will not alter or amend the FFLCJ because the Motion is procedurally defective
7 and substantively without merit. First, the Motion is procedurally defective because it was
8 untimely. The Motion was not filed until March 13, 2019, almost four years after the entry of the
9 FFCLJ. Had the Defendants wished to request reconsideration of the FFCLJ, they certainly could
10 have done so within the requisite twenty-eight day period. In fact, such a motion was filed by the
11 Plaintiffs within the requisite time period and was adjudicated by the Court following the remand of
12 this matter. *See ORDER GRANTING IN PART AND DENYING IN PART MOTION TO*
13 *ALTER OR AMEND JUDGMENT* (Mar. 7, 2019).

14
15 Even though the Court could refuse to alter or amend the FFCLJ on procedural grounds
16 alone, the Motion is also substantively without merit.⁷ First, the Defendants contend they were
17 unfairly precluded from calling their own witnesses and presenting evidence during the prove-up
18 hearing. However, it is well-established that a district court may limit a defaulting party's
19 participation in a prove-up hearing. *See Hamlett v. Reynolds*, 114 Nev. 863, 866-67, 963 P.2d 457,
20 459 (1998) (explaining party participation in prove-up hearing is decision reserved for district
21 court). The Nevada Supreme Court has explicitly affirmed limiting a defaulting party's
22 participation to cross-examination where default has been entered as a discovery sanction. *See id.*
23 at 867, 963 P.2d at 459 ("Allowing Hamlett [defaulted party] to introduce evidence, which he
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27
28 ⁷ The Court will not consider the remaining arguments as the two arguments selected are dispositive of the Motion. *See generally Chaffee v. Smith*, 98 Nev. 222, 224, 645 P.2d 966, 967 (1982)

1 consistently refused to produce during discovery, would have been inequitable.”). The Defendants’
2 discovery violations were extensive: failure to respond to the first request for production of
3 documents, despite various extensions; failure to respond to the second request for production of
4 documents and interrogatories, despite various extensions; failure to make timely pretrial
5 disclosures; failure to obey rulings of the Discovery Commissioner and the Court’s corresponding
6 confirming orders; and a general tendency to turn over incomplete information in a belated fashion
7 with no legitimate explanation for the delay. *See* ORDER, p. 4-6 (Oct. 17, 2013) (striking
8 Defendants’ counterclaims). *See also* the October Order, p. 4-5 (striking Defendants’ Answer and
9 explaining Defendants’ conduct has “severely prejudiced” Plaintiffs’ case).

12 The Defendants’ repeated discovery violations demonstrate the extreme inequity of
13 allowing the Defendants to call their own witnesses during the prove-up hearing. *Cf. Foster*, 126
14 Nev. at 66, 227 P.3d at 1049 (“In light of appellants’ repeated and continued abuses, the policy of
15 adjudicating cases on the merits would not have been furthered in this case, and the ultimate
16 sanctions were necessary to demonstrate to future litigants that they are not free to act with
17 wayward disregard of a court’s orders.”). The Court would also note the Plaintiffs requested the
18 Defendants be almost entirely precluded from participating in the prove-up hearing, and the request
19 was denied by the Court. *See* PLAINTIFFS’ BRIEF PROPOSING PROCEDURES FOR
20 DAMAGES PROVE-UP HEARING 1:11-24; 3:11-16, 25-28; 4:1-2 (Dec. 15, 2014). *See also* the
21 February Order 5:3-8, 15-16. For these reasons, the Defendants were not unfairly precluded from
22 calling their own witnesses and presenting evidence during the prove-up hearing.

25 The Defendants also contend Mr. Greene incorrectly calculated damages for units without
26 rental agreements without an adequate understanding of the IHAP program. Mr. Greene generally
27 testified that the Defendants used units in the IHAP program without compensating the owners and
28

1 attempted to drive IHAP out of business. Contrary to the Defendants' argument, Mr. Greene's
2 direct and cross examination testimony demonstrates that he had a thorough understanding of the
3 IHAP program.⁸ While the Defendants cross-examined Mr. Greene on this point, at no point did
4 they make an offer of proof regarding a fundamental defect in his calculation. *See* Tr. of Prove-Up
5 Hr'g Day 2, p. 324-347. Additionally, the Defendants never requested the opportunity to call a
6 witness to testify about the IHAP program. *Id.* Furthermore, the Defendants attempted to convince
7 the Court of these fundamental defects during closing argument. *See* Tr. of Prove-Up Hr'g Day 3,
8 p. 541-546. The unpersuasive nature of the argument does not create a fundamental defect where
9 none existed. For these reasons, the Court will not alter or amend the FFCLJ.

12 The Court would conclude by noting the Plaintiffs did not receive "windfall damages"
13 unsupported by substantial evidence. This argument is premised on a misunderstanding of the
14 standard of the substantial evidence standard in the case of default. *See generally Foster*, 126 Nev.
15 at 60, 227 P.3d at 1045. Contrary to the Defendants' assertions, the Plaintiffs were not required to
16 prove their damages with mathematical certainty. Expecting mathematical certainty for damages in
17 the millions and where evidence was routinely withheld by the Defendants is highly impractical
18 and contradicts prevailing case law. *See generally Clark Cty. Sch. Dist. v. Richardson Const., Inc.*,
19 123 Nev. 382, 397, 168 P.3d 87, 97 (2007) ("[D]amages need not be proven with mathematical
20 certainty."). Rather, the Plaintiffs were required to and did in fact provide adequate evidence of the
21 nature and the extent of their damages. The level of particularity provided by Mr. Greene
22 reasonably supported the amount of damages awarded to the Plaintiffs.

28 ⁸ Mr. Greene's direct examination regarding IHAP can be found at pages 136-166 of the transcript for the first day of the
prove-up hearing.

1 **IT IS ORDERED** DEFENDANTS' MOTION TO SET ASIDE JUDGMENT OR IN THE
2 ALTERNATIVE TO AMEND JUDGMENT is hereby **DENIED**.

3 **DATED** this 2 day of October, 2019.
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7 ELLIOTT A. SATTLER
District Judge
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1 **CERTIFICATE OF MAILING**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court
3 of the State of Nevada, County of Washoe; that on this ____ day of October, 2019, I deposited in the
4 County mailing system for postage and mailing with the United States Postal Service in Reno,
5 Nevada, a true copy of the attached document addressed to:
6

7 **CERTIFICATE OF ELECTRONIC SERVICE**

8 I hereby certify that I am an employee of the Second Judicial District Court of the State of
9 Nevada, in and for the County of Washoe; that on the 2nd day of October, 2019, I electronically
10 filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of
11 electronic filing to the following:
12

13 JARRAD C. MILLER, ESQ.

14 JONATHAN JOEL TEW, ESQ.

15 DAVID C. MCELHINNEY, ESQ.
16

17 
18 Sheila Mansfield
19 Judicial Assistant
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CODE: 2545
Jarrad C. Miller, Esq. (NV Bar No. 7093)
Jonathan J. Tew, Esq. (NV Bar No. 11874)
Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600
Reno, Nevada 89501
(775) 329-5600
Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

MEI-GSR HOLDINGS, LLC, a Nevada
limited liability company, et al.,

Defendants.

Case No. CV12-02222
Dept. No. 10

NOTICE OF ENTRY

PLEASE TAKE NOTICE that on October 2, 2019, the above Court issued its Order Denying Motion to Set Aside or Amend Judgment. A copy thereof is attached hereto as Exhibit "1" and made a part hereof by reference.

AFFIRMATION

Pursuant to N.R.S. § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 2nd day of October, 2019.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON

By: /s/ Jarrad C. Miller

Jarrad C. Miller, Esq.
Jonathan J. Tew, Esq.
Attorneys for Plaintiff

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David C. McElhinney, Esq.
Lewis Roca Rothgerber Christie, LLP
One East Liberty Street Suite 300
Reno, NV 89501

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INDEX OF EXHIBITS

<u>Ex.</u>	<u>Description</u>	<u>Pgs.</u>
1	Order Denying Motion to Set Aside or Amend Judgment	11

FILED
Electronically
CV12-02222
2019-10-02 04:56:30 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7517307

EXHIBIT “1”

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26 Defendants had no further rental obligations and did not recognize nuances in the rotation system; and 6) Mr. Greene's
27 damage calculations for contracted fees and allocations ignores the Defendants' right to collect such money and
28 penalized them for merely placing the money in the wrong account. The Motion 6:16-23; 7:6-17; 8:1-8, 17-27; 9:3-13;
10:6-25, 11:9-25; 12:7-20. The Defendants also contend the Court erroneously awarded non-monetary relief as a matter
of law, erred in allowing Mr. Greene's testimony, and the FFCLJ does not identify the causes of action supporting the
damages award and the individual damage award for each of the Plaintiffs. The Motion 13:6-10, 26-28; 15:25-26; 16:1-
4, 25-27; 17:1-2.

⁴ The Plaintiffs also insist the declarations of Kent Vaughn and Sean Clarke were improperly provided to the Court. The
Court will not consider these declarations because the Defendants made no offers of proof regarding the necessity of
their testimony during the prove-up hearing.

1 the Motion are intended to be offers of proof.⁵ The Reply 5:24-28; 6:11-18. The Defendants also
2 contend the damages calculated by Mr. Greene were neither fair nor reasonable because of the
3 multitude of fundamental defects. The Reply 9:2-28; 10:1-15.

4
5 NRCP 55(b)(2) permits a district court to hold a prove-up hearing to establish damages
6 where a default judgment has been entered. Where default judgment has been entered as a
7 discovery sanction, “the nonoffending party retains the burden of presenting sufficient evidence to
8 establish a prima facie case for each cause of action as well as demonstrating by substantial
9 evidence that damages are attributable to each claim.” *Foster v. Dingwall*, 126 Nev. 56, 60, 227
10 P.3d 1042, 1045 (2010). *See also Horgan v. Felton*, 123 Nev. 577, 581, 170 P.2d 982, 985 (2007)
11 (internal quotation marks omitted) (“Substantial evidence is evidence that a reasonable mind might
12 accept as adequate to support a conclusion.”). A district court may limit a defaulting party’s
13 presentation of evidence during a prove-up hearing; however, it is an abuse of discretion to
14 preclude a defaulting party from presenting evidence if the defaulting party has identified a
15 “fundamental defect in the nonoffending party’s case.” *Foster*, 126 Nev. at 68, 227 P.3d at 1050
16 (explaining nonoffending party is not entitled to “unlimited or unjustifiable damages”).
17

18
19 NRCP 54(b) provides:

20 **Judgment on Multiple Claims or Involving Multiple Parties.** When an action
21 presents more than one claim for relief--whether as a claim, counterclaim,
22 crossclaim, or third-party claim--or when multiple parties are involved, the court may
23 direct entry of a final judgment as to one or more, but fewer than all, claims or parties
24 only if the court expressly determines that there is no just reason for delay.
25 Otherwise, any order or other decision, however designated, that adjudicates fewer
26 than all the claims or the rights and liabilities of fewer than all the parties does not
27 end the action as to any of the claims or parties and may be revised at any time before
28 the entry of a judgment adjudicating all the claims and all the parties' rights and
liabilities.

⁵ The Reply is more than double the length permitted by the PRETRIAL ORDER, p. 8:10-18 (May 13, 2019). The Defendants are counseled to avoid exceeding the allotted page limits without permission from the Court.

1 WDCR 12(8) provides:

2 The rehearing of motions *must* be done in conformity with DCR 13, Section 7. A party
3 seeking reconsideration of a ruling of the court, other than an order which may be addressed
4 by motion pursuant to NRCP 50(b), 52(b), 59 or 60, must file a motion for such relief
within 10 days after service of written notice of entry of the order or judgment

5 Emphasis added.

6 The Court will not revise the FFCLJ because it is not an interlocutory order subject to
7 revision. The FFCLJ adjudicated all of the Plaintiffs' claims and definitely held the Defendants
8 liable for \$8,318,215.55 in damages. *Contra Bower's v. Harrah's Laughlin, Inc.*, 125 Nev. 470,
9 479, 215 P.3d 709, 716 (2009) (holding district judge was permitted to reconsider summary
10 judgment motion regarding one plaintiff before final judgment regarding all parties was entered).
11 Simply because the FFCLJ did not address punitive damages does not render it interlocutory and
12 capable of revision. The Defendants cite no case law in support of the proposition that the lack of a
13 punitive damage award makes the FFCLJ an interlocutory order which can be amended more than
14 four years after its entry.

17 Even if the FFCLJ could be amended pursuant to NRCP 54(b), the Motion falls within the
18 confines of WDCR 12(8) and D.C.R. 13(7) and is thus untimely. As the language of WDCR 12(8)
19 demonstrates, all requests for reconsideration, except a motion pursuant to NRCP 50(b), 52(b), 59
20 or 60, are encompassed by WDCR 12(8). The Motion is subject to these local rules because it seeks
21 reconsideration of the Court's damages award in the FFCLJ. WDCR 12(8) requires such a motion
22 to be filed within ten days of service of the written notice of entry of the order or judgment. While
23 the Defendants insist the Motion does not seek reconsideration, the label assigned to a pleading does
24 not control. *Cf. Pangallo v. State*, 112 Nev. 1533, 1535-36, 930 P.2d 100, 102 (1996) *overruled on*
25 *other grounds by Griffin v. State*, 122 Nev. 737, 137 P.3d 1165 (2006) (holding improper labelling
26 does not preclude court from considering arguments made therein). Furthermore, the Defendants
27
28

1 cannot and do not argue the Motion was filed within ten days of the notice of entry of the FFCLJ.
2 The Defendants chose to pursue relief other than reconsideration by filing DEFENDANTS'
3 MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION on December 1,
4 2015. Additionally, the fact the Defendants now have new representation does not excuse errors of
5 previous counsel.⁶ For all of these reasons, the FFCLJ is not an interlocutory order subject to
6 revision under NRCP 54(b).
7

8 NRCP 59 governs motions to alter or amend a judgment. NRCP 59(e) provides:

9 **Motion to Alter or Amend a Judgment.** A motion to alter or amend a judgment
10 *must* be filed no later than 28 days after service of written notice of entry of
11 judgment.

12 Emphasis added. NRS 0.025(1)(c) provides:

13 “Must” expresses a requirement when:

14 (1) The subject is a thing, whether the verb is active or passive.

15 (2) The subject is a natural person and:

16 (I) The verb is in the passive voice; or

17 (II) Only a condition precedent and not a duty is imposed.
18

19 NRCP 59(f) explicitly states, “[t]he 28-day time periods specified in this rule cannot be extended
20 under Rule 6(b).” A motion to alter or amend must be in writing and state the grounds for relief
21 with particularity and identify the relief sought. *United Pac. Ins. Co. v. St. Denis*, 81 Nev. 103,
22 106, 399 P.2d 135, 137 (1956). *See also* NRCP 7(b). One ground for relief under a motion to
23 amend or alter the judgment is the correction of “manifest errors of law or fact.” *AA Primo*
24 *Builders, LLC v. Washington*, 126 Nev. 578, 582, 245 P.3d 1190, 1193 (2010) (explaining motions
25
26

27 ⁶ Five attorneys have represented the Defendants before the Court. The Defendants were originally represented by Sean
28 Brohawn and subsequently by H. Stan Johnson, concurrently with Gayle Kern and Mark Wray. The Defendants are
currently represented by David McElhinney. On appeal, the Defendants were represented by Daniel Polsenberg, Joel
Henriod and Dale Kotchka-Alanes.

1 to alter or amend are not permitted to correct clerical errors). A district court has considerable
2 discretion in determining whether a motion to amend or alter should be granted. *Stevo Design, Inc.*
3 *v. SBR Mktg. Ltd*, 919 F. Supp. 2d 1112, 1117 (D. Nev. 2013). *See also AA Primo*, 126 Nev. at
4 582, 245 P.3d at 1193 (explaining FRCP 59 may be consulted in interpreting NRCP 59).

5
6 The Court will not alter or amend the FFLCJ because the Motion is procedurally defective
7 and substantively without merit. First, the Motion is procedurally defective because it was
8 untimely. The Motion was not filed until March 13, 2019, almost four years after the entry of the
9 FFCLJ. Had the Defendants wished to request reconsideration of the FFCLJ, they certainly could
10 have done so within the requisite twenty-eight day period. In fact, such a motion was filed by the
11 Plaintiffs within the requisite time period and was adjudicated by the Court following the remand of
12 this matter. *See ORDER GRANTING IN PART AND DENYING IN PART MOTION TO*
13 *ALTER OR AMEND JUDGMENT* (Mar. 7, 2019).

14
15 Even though the Court could refuse to alter or amend the FFCLJ on procedural grounds
16 alone, the Motion is also substantively without merit.⁷ First, the Defendants contend they were
17 unfairly precluded from calling their own witnesses and presenting evidence during the prove-up
18 hearing. However, it is well-established that a district court may limit a defaulting party's
19 participation in a prove-up hearing. *See Hamlett v. Reynolds*, 114 Nev. 863, 866-67, 963 P.2d 457,
20 459 (1998) (explaining party participation in prove-up hearing is decision reserved for district
21 court). The Nevada Supreme Court has explicitly affirmed limiting a defaulting party's
22 participation to cross-examination where default has been entered as a discovery sanction. *See id.*
23 at 867, 963 P.2d at 459 ("Allowing Hamlett [defaulted party] to introduce evidence, which he
24
25
26

27
28 ⁷ The Court will not consider the remaining arguments as the two arguments selected are dispositive of the Motion. *See generally Chaffee v. Smith*, 98 Nev. 222, 224, 645 P.2d 966, 967 (1982)

1 consistently refused to produce during discovery, would have been inequitable.”). The Defendants’
2 discovery violations were extensive: failure to respond to the first request for production of
3 documents, despite various extensions; failure to respond to the second request for production of
4 documents and interrogatories, despite various extensions; failure to make timely pretrial
5 disclosures; failure to obey rulings of the Discovery Commissioner and the Court’s corresponding
6 confirming orders; and a general tendency to turn over incomplete information in a belated fashion
7 with no legitimate explanation for the delay. *See* ORDER, p. 4-6 (Oct. 17, 2013) (striking
8 Defendants’ counterclaims). *See also* the October Order, p. 4-5 (striking Defendants’ Answer and
9 explaining Defendants’ conduct has “severely prejudiced” Plaintiffs’ case).

12 The Defendants’ repeated discovery violations demonstrate the extreme inequity of
13 allowing the Defendants to call their own witnesses during the prove-up hearing. *Cf. Foster*, 126
14 Nev. at 66, 227 P.3d at 1049 (“In light of appellants’ repeated and continued abuses, the policy of
15 adjudicating cases on the merits would not have been furthered in this case, and the ultimate
16 sanctions were necessary to demonstrate to future litigants that they are not free to act with
17 wayward disregard of a court’s orders.”). The Court would also note the Plaintiffs requested the
18 Defendants be almost entirely precluded from participating in the prove-up hearing, and the request
19 was denied by the Court. *See* PLAINTIFFS’ BRIEF PROPOSING PROCEDURES FOR
20 DAMAGES PROVE-UP HEARING 1:11-24; 3:11-16, 25-28; 4:1-2 (Dec. 15, 2014). *See also* the
21 February Order 5:3-8, 15-16. For these reasons, the Defendants were not unfairly precluded from
22 calling their own witnesses and presenting evidence during the prove-up hearing.

25 The Defendants also contend Mr. Greene incorrectly calculated damages for units without
26 rental agreements without an adequate understanding of the IHAP program. Mr. Greene generally
27 testified that the Defendants used units in the IHAP program without compensating the owners and
28

1 attempted to drive IHAP out of business. Contrary to the Defendants' argument, Mr. Greene's
2 direct and cross examination testimony demonstrates that he had a thorough understanding of the
3 IHAP program.⁸ While the Defendants cross-examined Mr. Greene on this point, at no point did
4 they make an offer of proof regarding a fundamental defect in his calculation. *See* Tr. of Prove-Up
5 Hr'g Day 2, p. 324-347. Additionally, the Defendants never requested the opportunity to call a
6 witness to testify about the IHAP program. *Id.* Furthermore, the Defendants attempted to convince
7 the Court of these fundamental defects during closing argument. *See* Tr. of Prove-Up Hr'g Day 3,
8 p. 541-546. The unpersuasive nature of the argument does not create a fundamental defect where
9 none existed. For these reasons, the Court will not alter or amend the FFCLJ.

12 The Court would conclude by noting the Plaintiffs did not receive "windfall damages"
13 unsupported by substantial evidence. This argument is premised on a misunderstanding of the
14 standard of the substantial evidence standard in the case of default. *See generally Foster*, 126 Nev.
15 at 60, 227 P.3d at 1045. Contrary to the Defendants' assertions, the Plaintiffs were not required to
16 prove their damages with mathematical certainty. Expecting mathematical certainty for damages in
17 the millions and where evidence was routinely withheld by the Defendants is highly impractical
18 and contradicts prevailing case law. *See generally Clark Cty. Sch. Dist. v. Richardson Const., Inc.*,
19 123 Nev. 382, 397, 168 P.3d 87, 97 (2007) ("[D]amages need not be proven with mathematical
20 certainty."). Rather, the Plaintiffs were required to and did in fact provide adequate evidence of the
21 nature and the extent of their damages. The level of particularity provided by Mr. Greene
22 reasonably supported the amount of damages awarded to the Plaintiffs.

28 ⁸ Mr. Greene's direct examination regarding IHAP can be found at pages 136-166 of the transcript for the first day of the
prove-up hearing.

1 **IT IS ORDERED** DEFENDANTS' MOTION TO SET ASIDE JUDGMENT OR IN THE
2 ALTERNATIVE TO AMEND JUDGMENT is hereby **DENIED**.

3 **DATED** this 2 day of October, 2019.
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7 ELLIOTT A. SATTLER
District Judge
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1 **CERTIFICATE OF MAILING**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court
3 of the State of Nevada, County of Washoe; that on this ____ day of October, 2019, I deposited in the
4 County mailing system for postage and mailing with the United States Postal Service in Reno,
5 Nevada, a true copy of the attached document addressed to:
6

7 **CERTIFICATE OF ELECTRONIC SERVICE**

8 I hereby certify that I am an employee of the Second Judicial District Court of the State of
9 Nevada, in and for the County of Washoe; that on the 2nd day of October, 2019, I electronically
10 filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of
11 electronic filing to the following:
12

13 JARRAD C. MILLER, ESQ.

14 JONATHAN JOEL TEW, ESQ.

15 DAVID C. MCELHINNEY, ESQ.
16

17 
18 Sheila Mansfield
19 Judicial Assistant
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1 CODE: 3060
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7 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**
9

10 ALBERT THOMAS, individually; *et al.*,

11 Plaintiffs,

12 vs.

Case No. CV12-02222
Dept. No. OJ37

13 MEI-GSR Holdings, LLC, a Nevada limited
14 liability company, GRAND SIERRA
15 RESORT UNIT OWNERS' ASSOCIATION,
16 a Nevada nonprofit corporation, GAGE
17 VILLAGE COMMERCIAL
18 DEVELOPMENT, LLC, a Nevada limited
19 liability company; AM-GSR HOLDINGS,
20 LLC, a Nevada limited liability company; and
21 DOE DEFENDANTS 1 THROUGH 10,
22 inclusive,

23 Defendants.
24
25

26 **ORDER GRANTING PLAINTIFFS' MOTION TO STAY SPECIAL ASSESSMENT**
27

28 Presently before the Court is Plaintiffs' Motion to Stay Special Assessment, filed August 20, 2021 ("Motion").¹ Defendants filed Defendants' Opposition to Motion to Stay Special Assessment on September 3, 2021 ("Opposition"). Plaintiffs filed their Reply in Support of

¹ Plaintiffs filed an initial version of this motion on July 30, 2021. (Motion to Stay Special Assessment and Renewed Request to Replace Receiver, filed July 30, 2021.) Plaintiffs withdrew this motion without prejudice on August 17, 2021. (Notice of Withdrawal of Motion to Stay Special Assessment and Renewed Request to Replace Receiver, filed August 17, 2021.)

1 Motion to Stay Special Assessment on September 17, 2021. The Motion was submitted for
2 consideration on September 22, 2021.

3 Case-concluding sanctions were entered against the Defendants for abuse of discovery
4 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
5 Terminating Sanctions, filed October 3, 2014 at 12.) See also Young v. Johnny Ribeiro Bldg.,
6 Inc., 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
7 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See
8 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

9 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
10 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
11 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"). (See
12 Appointment Order at 1:23-26.) The receivership was implemented "for the purpose of
13 implementing compliance, among all condominium units, including units owned by any
14 Defendant in this action . . . with the Covenants, Codes and Restrictions recorded against the
15 condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements
16 (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25, 2019, Richard
17 Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order Granting Motion to
18 Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed January 25, 2019.)

19 The Appointment Order provides that the Receiver and his agents are to be "pa[id] and
20 discharge[d] out of the Property's rents and/or GSRUOA monthly dues collections. . . ." (Appointment Order at 6:12-16.) It is thus clear that the Receiver's invoices are to be paid
21 through either (or collectively) the Property's rents collected or the GSRUOA monthly dues and
22 not from any other source of funds without approval of this Court.

23
24 On June 16, 2021, the Receiver provided notice to the Court that GSRUOA was insolvent
25 and requested a hearing to address this issue. (Motion at 1:2-4.) After the parties discussed
26 potential solutions to this issue, the Defendants, over Plaintiffs' objection, on July 12, 2021 voted
27 to impose a special assessment against all unit owners which would raise about \$100,000 to pay
28 the Receiver's invoices and other expenses ("Special Assessment"). (Opposition at 2:3-11.)

1 The Motion requests that the Court: (1) enforce the Appointment Order; (2) stay the
2 Special Assessment; (3) direct the Receiver to pay the expenses of the receivership through the
3 new receivership account; and (4) order the Defendants to stop interfering with the receivership
4 and the orders governing same. (Motion at 2:6-9.) The Opposition argues the Special
5 Assessment was appropriate under the Seventh Amendment to Condominium Declaration of
6 Covenants, Conditions, Restrictions and Reservations of Easements for hotel Condominiums at
7 Grand Sierra Resort ("CC&Rs") and necessary in order to both fund the Receiver's invoices as
8 well as the GSRUOA's operations through the remainder of 2021. (Opposition at 2:24-3:6.)

9 To begin, the appointment of a receiver terminates the authority of an entity's officers
10 and directors, and places all such authority in the receiver alone. Francis v. Camel Point Ranch,
11 Inc., 2019 COA 108M, ¶¶6-10, 487 P.3d 1089, 1092-9 (Colo. App. Sept. 19, 2019) (noting that
12 "[u]pon the receiver's appointment, [Defendant's] corporate officers and directors lost all
13 authority to control the corporation"); McDougal v. Huntingdon & Broad Top Mountain RR. &
14 Coal Co., 294 Pa. 108, 143 A.574, 577 (1928) (the receiver exercises the functions of the board
15 of directors, managers and officers, takes possession of corporate income, property, and assets,
16 directs not only in its operation, but, while in control, its policies on all lines"); see First Sav &
17 Loan Ass'n v. First Fed. Sav. Loan Ass'n, 531 F. Supp. 251, 255 (D. Haw. 1981) ("When a
18 receiver is appointed for a corporation, the corporation's management loses the power to run its
19 affairs and the receiver obtains all of the corporation's powers and assets"); see also U.S. v.
20 Powell, 95 F.2d 752, 754 (4th Cir. 1938). Thus, when the Appointment Order was issued, all
21 authority vested in GSRUOA's Board of Directors, managers, the Declarant, and other decision
22 makers was transferred to the Receiver and the Board of Directors, managers, the Declarant, and
23 other decision makers were divested of such authority.

24 It follows then that any decision of GSRUOA's Board of Directors since the
25 Appointment Order, including the July 12, 2021 decision to impose the Special Assessment, is
26 void as GSRUOA's Board of Directors had no authority to make such a decision or impose such
27 an assessment. (Id.)
28

1 Defendants argue that because the Receiver apparently did not object to the GSRUOA's
2 Board of Directors' decision to impose the Special Assessment, the Special Assessment is
3 proper. (Opposition at 4:17-18 ("The Board voted unanimously to approve and implement the
4 Special Assessment and the Receiver agreed with the action.")) This argument falls flat,
5 however, in light of the Receiver's limited authority. Anes v. Crown P'ship, Inc., 113 Nev. 195,
6 201-02, 932 P.2d 1067, 1071 (1997) ("a receiver must not exceed the limits of the authority
7 granted by the court"). The Appointment Order specifically dictates the source of funds to pay
8 the Receiver's invoices: "the Property's rents and/or GSRUOA monthly dues." (Appointment
9 Order at 6:12-16.) The Appointment Order does not provide that the Receiver can be funded
10 from any special assessments imposed upon the unit owners. Accordingly, any such special
11 assessment imposed to fund the Receiver's invoices is improper and exceeds authority vested in
12 the Receiver alone. Anes, 113 Nev. at 201-02, 932 P.2d at 1071; Fullerton v. Second Jud. Dist.
13 Ct. in & for Cty. of Washoe, 111 Nev 391, 400, 892 P.2d 935, 941 (1995) ("a receiver must not
14 exceed the limits of the authority granted"); accord Clay Expl., Inc. v. Santa Rosa Operating,
15 LLC, 442 S.W.3d 795, 800 (Tex. App. 2014) (a receiver only has that authority conferred by the
16 Court's order appointing him); Price v. Howsen, 197 Iowa 324, 197 N.W. 62, 63 (1924) ("It is a
17 familiar rule that 'the extent of a receiver's authority is always to be measured by the order of
18 appointment'"); Citibank, N.A. v. Nyland (CF 8), Ltd., 839 F.2d 93, 98 (2d Cir. 1988)
19 ("[The receiver's] authority is wholly determined by the order of the appointment court"); In re
20 Lamplight Condo. Ass'n, Inc., No. 17-20078 (JJT), 2017 WL 184510, at *2 (Bankr. D. Conn.
21 May 5, 2017) ("The source of the Receiver's authority and the process by which it was bound
22 and governed is the Appointment Order, which, as a stipulation, is [] a . . . limitation of the
23 Receiver's power, authority and process.").

24 Moreover, the Receiver has now indicated that he intends to open a separate account to
25 collect rental revenues from the Property and distribute the same to the appropriate unit owners.
26 (Motion at Ex. 2 (email in which Receiver's counsel states "The Receiver is going to open a
27 separate account for the Receivership as soon as possible. . . . As of September 1st, all of the
28 revenue from the Summit Rooms (the units in the Hotel Condominium) will be deposited into

1 the account.”).) If the Receiver so opens this account to collect rental revenue, the Special
2 Assessment will become unnecessary to pay the Receiver’s invoices as Receiver will have access
3 to all rental revenue from the relevant units with which the Receiver may pay his invoices. The
4 Court finds this action by the Receiver is both necessary and allowed under the Appointment
5 Order. (See Appointment Order at 3:7-10, 3:15-18.)

6 Accordingly, the Court finds the Special Assessment exceeded the authority of the
7 GSRUOA’s Board of Directors as well as the authority of the Receiver. Thus, the Special
8 Assessment shall be rescinded and deemed void.


9 **IT IS HEREBY ORDERED** that Plaintiffs’ Motion is granted.

10 **IT IS FURTHER ORDERED** that Defendants shall rescind the Special Assessment and
11 refund any unit owners who have paid the Special Assessment within twenty (20) days of this
12 Order.

13 **IT IS FURTHER ORDERED** that the Receiver shall open a separate account into
14 which all rental revenue from the units in the Hotel Condominium (as defined in the CC&Rs) is
15 deposited and may be utilized to pay the Receiver’s invoices and otherwise operate the
16 GSRUOA. The Defendants are ordered to comply with the Appointment Order’s direction to
17 cooperate with the Receiver to effect the dictates of this order.

18 **IT IS SO ORDERED.**

19 DATED 12-21-21.



20
21 SENIOR JUSTICE
22 Nancy Saitta

23 Submitted by:

24 ROBERTSON, JOHNSON,
25 MILLER & WILLIAMSON

26 /s/ Jarrad C. Miller

27 Jarrad C. Miller, Esq.
Jonathan Joel Tew, Esq.
Attorneys for Plaintiffs
28

CODE: 3060

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited liability company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada limited liability company; AM-GSR HOLDINGS, LLC, a Nevada limited liability company; and DOE DEFENDANTS 1 THROUGH 10, inclusive,

Defendants.

ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS

Presently before the Court is the Receiver's Motion for Orders & Instructions, filed October 18, 2021 ("Motion"). Plaintiffs filed Plaintiffs' Joinder to Receiver's Motion for Orders & Instructions on October 22, 2021 ("Plaintiff's Joinder"). Defendants filed Defendants' Opposition to Receiver's Motion for Orders & Instructions on October 22, 2021 ("Defendants' Opposition"). The Receiver then filed Receiver's Reply in Support of Motion for Orders & Instructions on October 25, 2021 ("Receiver's Reply"). The Motion was submitted for consideration on October 25, 2021.

1 Case-concluding sanctions were entered against the Defendants for abuse of discovery
2 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
3 Terminating Sanctions, filed October 3, 2014 at 12.) See Young v. Johnny Ribeiro Bldg., Inc.,
4 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
5 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. See
6 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.

7 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
8 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
9 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"). (See
10 Appointment Order at 1:23-26.) The receivership was implemented "for the purpose of
11 implementing compliance, among all condominium units, including units owned by any
12 Defendant in this action . . . with the Covenants, Codes and Restrictions recorded against the
13 condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements
14 (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25, 2019, Richard
15 Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order Granting Motion to
16 Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed January 25, 2019.)

17 In 2021, the Defendants undertook to have a reserve study done by a third party, which
18 was then to be utilized by the Receiver to calculate those fees to be charged to Plaintiffs
19 (including the Daily Use Fees ("DUF"), Shared Facility Use Expenses ("SFUE"), and Hotel
20 Expenses ("HE")). The Receiver states that various orders of this Court, including the
21 Appointment Order, provide authority solely to Receiver to order and oversee any reserve studies
22 done. (Reply at 2:27-3:5.) Defendants argue that no such orders nor the Governing Documents
23 provide the Receiver with such authority. (Defendants' Opposition at 3:19-24.) Instead,
24 Defendants argue that any attempt by the Receiver to order or oversee the reserve study would be
25 an "impermissibl[e] expan[sion] of his authority." (Id. at 3:20.)

26 The Court issued its Findings of Fact, Conclusions of Law and Order granting in part
27 Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020 Order
28 Granting Motion for Clarification and Request for Hearing, on September 29, 2021. Therein, the

1 Court struck the disgorgement order granted in the December 24, 2020 Order Granting
2 Clarification (“December 24, 2020 Order”). Whereas the Court originally instructed that “[u]ntil
3 the DUF, the [HE], and [SFUE] are recalculated by the Receiver, the fees calculated by the past
4 receiver shall be applied,” the revised order struck this reversion to the prior receiver’s
5 calculations. Thus, the Receiver states he is now without direction as to which calculations are
6 to be applied until he is able to redo his own calculations. (See December 24, 2020 Order at
7 3:23-4:10 (where the Court informs the Receiver his calculations for 2020 are incorrect and
8 invalid under the Governing Documents and they must be redone).) Defendants argue the
9 Receiver’s prior calculations, which were in place until the December 24, 2020 Order was
10 issued, should be utilized. Notably, this directly contradicts the Court’s December 24, 2020
11 Order, is inequitable, and thus is denied outright. (Id.)

12 The Appointment Order provides the Receiver authority to take control of “all accounts
13 receivable, payments, rents, including all statements and records of deposits, advances, and
14 prepaid contracts or rents” (Appointment Order at 3:15-18.) Defendants are also ordered to
15 cooperate with the Receiver and not “[i]nterfer[e] with the Receiver, directly or indirectly.” (Id.
16 at 8:2-15.) The Receiver has informed the parties of his intent to open a separate account into
17 which all rents and other proceeds from the units will be deposited, and now requests the Court’s
18 permission to open such an account. (Motion at 11:19; Motion to Stay Special Assessment, filed
19 August 20, 2021 at Ex. 2.) Defendants have refused to cooperate with the Receiver’s request to
20 turnover various proceeds, in violation of the Appointment Order, and now object to Receiver’s
21 authority to open a separate account. (Appointment Order at 8:2-15; Defendant’s Opposition at
22 6:14-7:21.)

23 Pursuant to the Governing Documents, Defendants have implemented a room rotation
24 program whereunder bookings for the units owned by Plaintiffs and Defendants should be
25 equally distributed such that Plaintiffs and Defendants, as individual unit owners, are earning
26 roughly equal revenue. The Receiver contends this room rotation program is flawed and has
27 resulted in a greater number of Defendants’ units being rented than Plaintiffs’ units during
28 various periods through August 2021. (Motion at 14:14-17.)

1 Among the Governing Documents with which the Receiver is ordered to implement
2 compliance is the Seventh Amendment to Condominium Declaration of Covenants, Conditions,
3 Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra Resort,
4 recorded June 27, 2007 (“Seventh Amended CC&Rs”). Defendants, however, after representing
5 to the Court that the Seventh Amended CC&Rs needed to be amended in order to comply with
6 NRS 116B, unilaterally revised and recorded the Ninth Amendment to Condominium
7 Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for
8 Hotel-Condominiums at Grand Sierra Resort (“Ninth Amended CC&Rs”) to overhaul the fee
9 structure and radically expand the fees chargeable to the Plaintiffs. The Ninth Amended
10 CC&Rs, according to Plaintiffs, substantially increase the expenses to be included in fees
11 charged to Plaintiffs – thus making ownership of the units unviable.

12 Finally, Defendants have communicated with Receiver *ex parte* through a variety of
13 individuals. The Receiver now requests that all communications be funneled through a single
14 individual: Reed Brady. (Motion at 17:4-8.)

15 The Motion requests the Court order (1) that the Notice of Special Assessments and the
16 Reserve Studies sent to the unit owners by Defendants on August 24, 2021 be immediately
17 withdrawn; (2) that the Defendants be ordered to send out a notice to all unit owners of said
18 withdrawal; and (3) that this Court confirm the Receiver’s authority over the Reserve Studies.
19 (Motion at 3:11-14.) The Motion further requests the Court order that the Receiver is to
20 recalculate the charges for the DUF, SFUE, and HE for 2020 based upon the same methodology
21 as has been used in calculating the fee charges for 2021, once the Court approves that
22 methodology. (*Id.* at 8:10-13.) The Motion further requests the Court approve the opening of an
23 account for the Receivership, with the Receiver having sole signatory authority over the account,
24 and order that all rents received by Defendants currently and in the future, generated from either
25 all 670 condominium units or the Plaintiff-owned units, net of the total charges for the DUF,
26 SFUE, and HE fees and for reserves combined, are to be deposited into the account, that the
27 receiver be authorized to make the necessary disbursements to the relevant unit owners at three
28 (3) month intervals, that any disgorgement amounts owed by Defendants be deposited into the

1 Receivership account to be distributed by the Receiver, and that, if the Court orders the current
2 credit balances in the Plaintiffs' accounts are to be deposited in to the Receiver's bank account
3 then, to the extent that such credit balances are to be disgorged, Defendants will pay such credit
4 balances to the Receiver for deposit, and the Receiver will distribute such funds appropriately.
5 (Id. at 11:21-12:13.) The Motion further requests the Court order Defendants to provide the
6 Receiver with the information and documentation he has requested relating to the room rotation
7 program within ten (10) days of this Order. (Id. at 14:20-24.) The Motion further requests the
8 court expedite the determination of the Plaintiffs' Motion for Instructions, filed October 18, 2021
9 and submitted for consideration on October 25, 2021. (Id. at 17:1-3.) Finally, the Motion
10 requests the Court instruct Defendants to funnel all communications to the Receiver through a
11 single individual: Reed Brady. (Id. at 7:5-8.)

12 As this Court has stated previously, "[a] receiver is appointed to maintain the status quo
13 regarding the property in controversy and to safeguard said property from being dissipated while
14 the plaintiff is pursuing his remedy." (Order Denying Motion to Terminate Rental Agreement,
15 filed October 12, 2020 (citing Milo v. Curtis, 100 Ohio App.3d 1, 9, 651 N.E.2d 1340, 1345
16 (Ohio Ct. App. 1994).) This Court reiterated this premise in another order, stating that "[o]ne of
17 the purposes of the [Appointment] Order was to preserve the status quo of the parties during the
18 pendency of the action. Another purpose was to enforce [the] agreements." (Order, filed
19 November 23, 2015 at 1:22-23.) Nevada law supports this obligation of the Receiver. See
20 Johnson v. Steel, Inc., 100 Nev 181, 183, 678 P.2d 767, 678 (1984) (the appointment of a
21 receiver is a "remedy used to preserve the value of assets pending outcome of the principal case"
22 and is "a means of preserving the status quo"), overruled on other grounds by Shoen v. SAC
23 Holding Corp., 122 Nev. 621, 137 P.3d 1171 (2006); accord Dunphy v. McNamara, 50 Nev. 113,
24 252 P. 943, 944 (1927) (a court of equity has "ample authority" to utilize a receiver to preserve
25 the status quo).

26 Furthermore, upon the appointment of the Receiver, all authority to manage and control
27 the GSRUOA was immediately transferred from the GSRUOA's Board of Directors, managers,
28 officers, the Declarant, and other agents to the Receiver. Francis v. Camel Point Ranch, Inc.,

1 2019 COA 108M, ¶¶ 6-10, 487 P.3d 1089, 1092-93, as modified on denial of reh'g (Colo. Ct.
2 App. Sept. 19, 2019) (noting that “[u]pon the receiver’s appointment, [Defendant’s] corporate
3 officers and directors lost all authority to control the corporation”); First Sav. & Loan Ass’n v.
4 First Fed. Sav. Loan Ass’n, 531 F. Supp. 251, 255 (D. Haw. 1981) (“When a receiver is
5 appointed for a corporation, the corporation’s management loses the power to run its affairs and
6 the receiver obtains all of the corporation’s powers and assets.”). “Simply put, corporate
7 receivership is a court-mandated change in corporate management.” Francis, 487 P.3d 1089 at
8 1092-93.

9 Thus, upon appointment of the Receiver, the GSRUOA’s Board of Directors was
10 divested of the authority it has errantly exercised to issue that Notice of Special Assessment and
11 the Reserve Studies which was sent to all unit owners on August 24, 2021. Accordingly, such
12 Notice of Special Assessment and any actual imposition of special assessment is *void ab initio*
13 and therefore invalid. Only the Receiver can impose special assessments.

14 Next, the Findings of Fact, Conclusions of Law and Judgement issued on October 9,
15 2015 (“FFCLJ”), explicitly ordered the Receiver to calculate “a reasonable amount of FF&E,
16 shared facilities and hotel reserve fees” and other necessary fees to be assessed against Plaintiffs.
17 (FFCLJ at 22:25-27.) Accordingly, the Receiver is to calculate the DUF, SFUE, and HE for
18 2020. Such calculations should be based upon the same methodology as used for the 2021 fees,
19 once the Court has approved of such methodology.

20 The Appointment Order expressly allows for the Receiver to open an account for the
21 Receivership. (Appointment Order at 6:26 (the Receiver is allowed to “open and utilize bank
22 accounts for receivership funds”).) Indeed, the Appointment Order also expressly calls for the
23 Receiver to collect proceeds from the Property (defined as the 670 condominium units),
24 including, but not limited to, rent earned therefrom. (Id. at 5:17-19.) It logically follows then
25 that the Receiver may open a separate account for the Receivership in which it may hold all rents
26 from the Property, as defined in the Receivership Order.

27 The Appointment Order also expressly calls for Defendants to cooperate with the
28 Receiver and refrain from taking any actions which will interfere with the Receiver’s ability to

1 perform his duties. (Id. at 8:2-15.) Accordingly, Defendants should supply the Receiver with all
2 information, explanation, and documentation the Receiver may request regarding the room
3 rotation program and apparent inadequacy thereof.

4 The Receiver was specifically tasked with implementing compliance with the Governing
5 Documents, including the Seventh Amended CC&Rs. (Appointment Order at 1:27-2:3.)
6 Reading this obligation to implement compliance with the Seventh Amended CC&Rs with the
7 obligation to maintain the status quo, this Court finds that the Seventh Amended CC&Rs cannot
8 be amended, repealed, nor replaced until the Receiver is relieved of his duties by the Court. The
9 continuance of this specific Governing Document will ensure the status quo, as is the purpose of
10 a receivership. Johnson, 100 Nev. at 183, 678 P.2d at 678; Dunphy, 50 Nev. 113, 252 P. at 944.
11 The automatic and immediate transfer of control over the GSRUOA to the Receiver therefore
12 divested the GSRUOA's Board of Directors from any authority it had to propose, enact, and
13 otherwise make effective the Ninth Amended CC&Rs. The Ninth Amended CC&Rs are thus
14 *void ab initio*, as they were enacted without proper authority. Accordingly, the Ninth Amended
15 CC&Rs are *void ab initio*, and even if they were not, the Ninth Amended CC&Rs would be
16 improper and thus subject to rescission or cancellation.

17 Finally, the Court finds it appropriate for Defendants to funnel all communication with
18 the Receiver through a single individual. For the time being, such individual shall be Reed
19 Brady. Mr. Brady may delegate tasks to others, however, only Mr. Brady should communicate
20 answers, conclusions, or other findings to the Receiver.

21 **IT IS HEREBY ORDERED** that Receiver's Motion is granted **in full**.

22 **IT IS FURTHER ORDERED** (i) that the Notice of Special Assessments and the
23 Reserve Studies sent to the unit owners by the Defendants on August 24, 2021 shall be
24 immediately withdrawn; (ii) that the Defendants shall send out a notice to all unit owners of said
25 withdrawal within ten (10) days of this Order; (iii) that any amounts paid by unit owners
26 pursuant to the Notice of Special Assessment shall be refunded within ten (10) days of this
27 Order; and (iv) that the Receiver has sole authority to order and oversee reserve studies related to
28 Defendants' property and under the Governing Documents.

1 **IT IS FURTHER ORDERED** that the Receiver shall recalculate the DUF, SFUE, and
2 HE based on the same methodology as has been used in calculating the fee charges for 2021,
3 subject to Court approval of such methodology. Those fees in place prior to the Court's
4 September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and
5 approved by this Court such that only a single account adjustment will be necessary.

6 **IT IS FURTHER ORDERED** that the Receiver shall open a separate account on which
7 Receiver has sole signatory authority, and into which all rents received by Defendants currently
8 for all 670 condominium units, net of total charges for DUF, SFUE, and HE fees and reserves,
9 are to be deposited. The Receiver shall disburse the revenue collected to the parties according to
10 the Governing Documents. In the event the Court requires a disgorgement by Defendants to
11 Plaintiffs, Receiver shall deposit such disgorgements into this separate account and disburse the
12 same to Plaintiffs appropriately.

13 **IT IS FURTHER ORDERED** that Defendants shall provide Receiver with any
14 information, explanation, and documentation he may request regarding the room rotation
15 program and any perceived discrepancies therewith, until Receiver is either satisfied with the
16 adequacy of the program or until Receiver deems it appropriate to seek judicial intervention.

17 **IT IS FURTHER ORDERED** that the Ninth CC&Rs are *void ab initio* and the Seventh
18 CC&Rs are to be resurrected as though they had not been withdrawn or superseded.

19 **IT IS FURTHER ORDERED** that Defendants shall funnel all communication with the
20 Receiver through Reed Brady. Defendants and Receiver may mutually agree to choose an
21 alternative representative through which communication shall be directed. Mr. Brady, and any
22 subsequent representative, may delegate requests, questions, or other tasks necessary to respond
23 to Receiver's communications, but any answers, conclusions, or other results shall be
24 communicated back to Receiver through only Mr. Brady and no other individual.

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1 **IT IS SO ORDERED.**

2 DATED 12.21.21.

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5 _____
6 SENIOR JUSTICE
7 Nancy Saitta

8 Submitted by:

9 ROBERTSON, JOHNSON,
10 MILLER & WILLIAMSON

11 _____
12 /s/ Jarrad C. Miller
13 Jarrad C. Miller, Esq.
14 Jonathan Joel Tew, Esq.
15 Attorneys for Plaintiffs

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7 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**
9

10 ALBERT THOMAS, individually; *et al.*,

11 Plaintiffs,

12 vs.

Case No. CV12-02222
Dept. No. OJ37

13 MEI-GSR Holdings, LLC, a Nevada limited
14 liability company, GRAND SIERRA
15 RESORT UNIT OWNERS' ASSOCIATION,
16 a Nevada nonprofit corporation, GAGE
17 VILLAGE COMMERCIAL
18 DEVELOPMENT, LLC, a Nevada limited
19 liability company; AM-GSR HOLDINGS,
LLC, a Nevada limited liability company; and
DOE DEFENDANTS 1 THROUGH 10,
inclusive,

Defendants.

20 **ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER**

21 Presently before the Court is Plaintiff's Motion for Instructions to Receiver, filed
22 September 28, 2021 ("Motion"). Defendants filed Defendants' Opposition to Plaintiffs' Motion
23 for Instructions to Receiver on October 12, 2021 ("Opposition"). Plaintiffs filed their Reply in
24 Support of Motion for Instructions to Receiver on October 25, 2021. The Motion was submitted
25 for consideration on October 25, 2021.

26 Case-concluding sanctions were entered against the Defendants for abuse of discovery
27 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
28 Terminating Sanctions, filed October 3, 2014 at 12.) See also Young v. Johnny Ribeiro Bldg.

1 Inc., 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
2 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See
3 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

4 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
5 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
6 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"), the
7 rental and other revenues from the condominiums, as well as other property of the non-
8 GSRUOA Defendants. (See Appointment Order at 1:23-26.) The receivership was implemented
9 "for the purpose of implementing compliance, among all condominium units, including units
10 owned by any Defendant in this action . . . with the Covenants, Codes and Restrictions recorded
11 against the condominium units, the Unit Maintenance Agreements and the original Unit Rental
12 Agreements (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25,
13 2019, Richard Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order
14 Granting Motion to Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed
15 January 25, 2019.)

16 Among the Governing Documents with which the Receiver is ordered to implement
17 compliance is the Seventh Amendment to Condominium Declaration of Covenants, Conditions,
18 Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra Resort,
19 recorded June 27, 2007 ("Seventh Amended CC&Rs"). Defendants, however, after representing
20 to the Court that the Seventh Amended CC&Rs needed to be amended in order to comply with
21 NRS 116B, unilaterally revised and recorded the Ninth Amendment to Condominium
22 Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for
23 Hotel-Condominiums at Grand Sierra Resort to overhaul the fees chargeable to the unit owners.
24 ("Ninth Amended CC&Rs"). The Ninth Amended CC&Rs, according to Plaintiffs, substantially
25 increase the expenses to be included in fees charged to Plaintiffs – thus making ownership of the
26 units unviable. (Reply at 7:17-21.)

27 Additionally, the Defendants undertook to have a reserve study done by a third party,
28 which was then to be utilized by the Receiver to calculate those fees to be charged to Plaintiffs.

1 Plaintiffs argue this reserve study was not only done without proper authority, but also that it was
2 patently erroneous in that it includes a variety of expenses which are not chargeable to the
3 Plaintiffs under the Seventh Amended CC&Rs. (Motion at 4:3-13.)

4 The Motion requests the Court instruct the Receiver to (1) determine that the amendment
5 process was invalid and void actions improperly taken by the GSRUOA Board of Directors, (2)
6 maintain the status quo by enforcing the Appointment Order and apply the Seventh Amended
7 CC&Rs, and (3) disqualify the 2021 reserve study and prepare a new reserve study completed
8 with the Receiver's direction and input. (Motion at 2:27-3:4, 4:12-13.)

9 As this Court has stated previously, "[a] receiver is appointed to maintain the status quo
10 regarding the property in controversy and to safeguard said property from being dissipated while
11 the plaintiff is pursuing his remedy." (Order Denying Motion to Terminate Rental Agreement,
12 filed October 12, 2020 (citing Milo v. Curtis, 100 Ohio App.3d 1, 9, 651 N.E.2d 1340, 1345
13 (Ohio Ct. App. 1994).) This Court reiterated this premise in a subsequent order, stating that
14 "[o]ne of the purposes of the [Appointment] Order was to preserve the status quo of the parties
15 during the pendency of the action. Another purpose was to enforce [the] agreements." (Order,
16 filed November 23, 2015 at 1:22-23.) Nevada law supports this obligation of the Receiver. See
17 Johnson v. Steel, Inc., 100 Nev 181, 183, 678 P.2d 767, 678 (1984) (the appointment of a
18 receiver is a "remedy used to preserve the value of assets pending outcome of the principal case"
19 and is "a means of preserving the status quo"), overruled on other grounds by Shoen v. SAC
20 Holding Corp., 122 Nev. 621, 137 P.3d 1171 (2006); accord Dunphy v. McNamara, 50 Nev. 113,
21 252 P. 943, 944 (1927) (a court of equity has "ample authority" to utilize a receiver to preserve
22 the status quo).

23 In this case, the Receiver was specifically tasked with implementing compliance with the
24 Governing Documents, including the Seventh Amended CC&Rs. (Appointment Order at 1:27-
25 2:3.) Reading this obligation to implement compliance with the Seventh Amended CC&Rs with
26 the obligation to maintain the status quo, this Court finds that the Seventh Amended CC&Rs
27 cannot be amended, repealed, nor replaced until the Receiver is relieved of his duties by the
28 Court. The continuance of this specific Governing Document will ensure the status quo, as is the

1 purpose of a receivership and the Appointment Order. See Johnson, 100 Nev. at 183, 678 P.2d at
2 678; Dunphy, 50 Nev. 113, 252 P. at 944.

3 Furthermore, upon the appointment of the Receiver, all authority to manage and control
4 the GSRUOA was immediately transferred from the GSRUOA's Board of Directors, managers,
5 officers, the Declarant, and other agents to the Receiver. Francis v. Camel Point Ranch, Inc.,
6 2019 COA 108M, ¶¶ 6-10, 487 P.3d 1089, 1092-93, as modified on denial of reh'g (Colo. Ct.
7 App. Sept. 19, 2019) (noting that "[u]pon the receiver's appointment, [Defendant's] corporate
8 officers and directors lost all authority to control the corporation"); First Sav. & Loan Ass'n v.
9 First Fed. Sav. Loan Ass'n, 531 F. Supp. 251, 255 (D. Haw. 1981) ("When a receiver is
10 appointed for a corporation, the corporation's management loses the power to run its affairs and
11 the receiver obtains all of the corporation's powers and assets."). "Simply put, corporate
12 receivership is a court-mandated change in corporate management." Francis, 487 P.3d 1089 at
13 1092-93.

14 This automatic and immediate transfer of control over the GSRUOA to the Receiver
15 therefore divested the GSRUOA's Board of Directors from any authority it had to propose,
16 enact, and otherwise make effective the Ninth Amended CC&Rs. The Ninth Amended CC&Rs
17 are thus *void ab initio*, as they were enacted without proper authority.

18 Accordingly, the Ninth Amended CC&Rs are *void ab initio*, and even if they were not,
19 the Ninth Amended CC&Rs would be improper and thus subject to rescission or cancellation.¹

20 Next, Plaintiffs have moved the Court to instruct the Receiver to reject the reserve study
21 completed by Defendants without any input from Receiver, and order and oversee a separate
22 reserve study. (Motion at 11:25-14:19.) The Court has explicitly found that the Receiver "will
23 determine a reasonable amount of FF&E, shared facilities and hotel reserve fees." (Findings of
24 Fact, Conclusions of Law and Judgement, Filed October 9, 2015 at 22:25-26.) This implies that

25
26 ¹ Defendants argue any challenge to the Ninth Amended CC&Rs must be brought pursuant to the ADR provision
27 therein. The Court rejects this argument *in toto* considering the Appointment Order, the purpose of the Appointment
28 Order, and binding Nevada law which all dictate the receivership is intended to maintain the status quo – not allow
for a key Governing Document to be unilaterally amended by Defendants. Further, the claim for a Receivership was
brought in the Second Amended Complaint and the Nevada Supreme Court has already found that the District Court
has subject matter jurisdiction over the action.

1 the Receiver will also be tasked with ordering and overseeing the reserve study – as that study
2 will dictate the FF&E, shared facilities, and hotel reserve fees. Thus, the Receiver alone has the
3 authority to direct and audit the reserve study, not the Defendants.

4 Moreover, the Defendants have acknowledged this reality to the Court:

5 Mr. McElhinney: Are you instructing the receiver to use the 2016
6 reserve study in rendering his calculation? The Court: I think he
7 can. Mr. McElhinney: Up to him? The Court: Yeah, it's up to
8 him. If there's some reason that Mr. Teichner believes that the
9 premise or the data that's collected therein is inappropriate, then
10 obviously he can just go back to the 2014 study, but if he wants to
11 use it and he believes that it's statistical or evidentiarily valid, then
12 he can use that in making those determinations.

13 (Motion at Ex. 3 at 141:24-142:11.)

14 Plaintiffs further object to the Defendants' reserve study because it has included expenses
15 which are clearly erroneous. (Motion at 4:6-13 (noting public pool expenses that were included
16 while the Governing Documents and Court orders exclude any revenue-generating expenses).)
17 The reserve study is to be limited as directed in previous Court orders and the Governing
18 Documents. The reserve study provided by Defendants clearly shows at least one basic,
19 elementary example of expenses which are included but should not be. (Id.) Accordingly, the
20 Court finds the Defendants' reserve study to be flawed and untrustworthy, and finds the Receiver
21 has the proper (and sole) authority to order, oversee, and implement a new reserve study.

22 **IT IS HEREBY ORDERED** that Plaintiffs' Motion is granted.

23 **IT IS FURTHER ORDERED** that the Ninth Amended CC&Rs shall be withdrawn and
24 the Seventh Amended CC&Rs shall be reinstated as though never superseded.

25 **IT IS FURTHER ORDERED** that Receiver shall not utilize the Defendants' reserve
26 study in calculating those fees which are to be assessed to Plaintiffs. Instead, the Receiver shall
27 order, oversee, and implement a new reserve study which is in accordance with the Governing
28 Documents.

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1 **IT IS SO ORDERED.**

2 DATED 12.21.21

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6 SENIOR JUSTICE
7 Nancy Saitta

8 Submitted by:

9 ROBERTSON, JOHNSON,
10 MILLER & WILLIAMSON

11 _____
12 /s/ Jarrad C. Miller

13 Jarrad C. Miller, Esq.
14 Jonathan Joel Tew, Esq.
15 Attorneys for Plaintiffs

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7 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

8 **IN AND FOR THE COUNTY OF WASHOE**

9 ALBERT THOMAS, individually; *et al.*,

10 Plaintiffs,

11 vs.

Case No. CV12-02222
Dept. No. OJ37

12 MEI-GSR Holdings, LLC, a Nevada limited
13 liability company, GRAND SIERRA
14 RESORT UNIT OWNERS'
15 ASSOCIATION, a Nevada nonprofit
16 corporation, GAGE VILLAGE
17 COMMERCIAL DEVELOPMENT, LLC, a
18 Nevada limited liability company; AM-GSR
HOLDINGS, LLC, a Nevada limited liability
company; and DOE DEFENDANTS 1
THROUGH 10, inclusive,

Defendants.

19 **ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES**

20 Before the Court is the Receiver's Receiver Analysis and Calculation of Daily Use Fee,
21 Shared Facilities Unit Expense Fee and Hotel Expense Fee with Request to Approve updated
22 Fees and for Court to Set Effective Date for New Fees, filed August 16, 2021 ("Receiver
23 Analysis"). Defendants filed Defendants' Objection to Receiver's Analysis and Calculation of
24 Daily Use Fee, Shared Facilities Unit Expense Fees and for Court to Set Effective Date for New
25 Fees on September 17, 2021. Plaintiffs filed Plaintiffs' Response to Receiver Analysis and
26 Calculation of Daily Use Fee, Shared Facilities Unit Expense Fee and Hotel Expense Fee with
27 Request to Approve Updated Fees and for Court to Set Effective Date for New Fees on
28

1 September 17, 2021. The Receiver Analysis was submitted for consideration on
2 September 22, 2021.

3 **IT IS HEREBY ORDERED** that (1) The Receiver's new fee calculations as submitted
4 to the Court should immediately be applied retroactive to January 2020 and going forward until a
5 subsequent order from the Court is issued; (2) the amounts owed to Plaintiffs under those fee
6 calculations should be paid to Plaintiffs within thirty (30) days in accordance with the Governing
7 Documents; (3) the Receiver should be permitted to calculate the 2020 fee calculation using the
8 same methodology – and once those calculations are completed, the Receiver can reconcile the
9 unit owner accounts to reflect the difference between the 2020 and 2021 fee calculations; and (4)
10 after Defendants produce to Plaintiffs all actual documents that support the Receiver's 2020 and
11 2021 calculations, and depositions are taken (limited in scope) to verify that the calculations are
12 based on actual expenses as provided for under the Governing Documents, the briefing on the
13 issue of the accuracy of the fees should recommence. Any adjustments to the fees as a result of
14 motion practice by the parties shall be credited or debited accordingly, but in the interim, rental
15 revenue shall be calculated based upon the Receiver's 2021 calculations.

16 **IT IS SO ORDERED.**

17 DATED 12-21-21.

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20 SENIOR JUSTICE
Nancy Saitta

21 Submitted by:

22 ROBERTSON, JOHNSON,
23 MILLER & WILLIAMSON

24 /s/ Jarrad C. Miller

25 Jarrad C. Miller, Esq.
Jonathan Joel Tew, Esq.
26 Attorneys for Plaintiffs
27
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SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited liability company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada limited liability company; AM-GSR HOLDINGS, LLC, a Nevada limited liability company; and DOE DEFENDANTS 1 THROUGH 10, inclusive,

Defendants.

ORDER DENYING AS MOOT DEFENDANTS' EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER

Presently before the Court is Defendants' Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider, filed June 10, 2021 ("Motion"). Plaintiffs filed their Opposition to Defendants' Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider (Oral Argument Requested) on June 23, 2021. Defendants filed Defendants' Reply in Support of Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider on June 30, 2021. The Motion was submitted for consideration on July 1, 2021.

1 In the Motion, Defendants request the Court extend the stay of enforcement of the
2 disgorgement order within the Court's Order Granting Motion for Clarification, filed December
3 24, 2020 (the "December 24, 2020 Order") beyond June 10, 2021, such that the Court could
4 issue a ruling on Defendants' Motion for Leave to File Motion for Reconsideration of December
5 24, 2020, Order Granting Motion for Clarification and Request for Hearing ("Defendants'
6 Motion for Reconsideration"). (Motion at 2:13-22.) The December 24, 2020 Order ordered that:
7 (1) "[a]mounts charged since January of 2020 under the improper fee allocations shall be
8 disgorged to the Plaintiffs, and the new fee allocations shall not go into effect until calculated
9 (they will not be retroactively applied);" and (2) "the Defendants shall pay to the Plaintiffs the
10 reasonable attorneys' fees and costs they incurred in filing the Motion [for Clarification] and
11 Reply [in support thereof]." (December 24, 2020 Order at 4:12-16.)

12 Prior to enforcing the December 24, 2020 Order, the Court granted in part Defendants'
13 Motion for Reconsideration on September 29, 2021. (See Findings of Fact, Conclusions of Law
14 and Order, filed September 29, 2021 ("FFCLO").) In the FFCLO, the Court struck the portion of
15 the December 24, 2020 Order requiring the Defendants to disgorge the improper fee allocation
16 charges. (*Id.* at 6:2-11.)

17 **IT IS HEREBY ORDERED** that Defendants' Motion is denied as moot.

18 **IT IS SO ORDERED.**

19 DATED 12-21-21.

20
21 
22 SENIOR JUSTICE
Nancy Saitta

23 Submitted by:

24 ROBERTSON, JOHNSON,
25 MILLER & WILLIAMSON

26 /s/ Jarrad C. Miller
27 Jarrad C. Miller, Esq.
Jonathan Joel Tew, Esq.
28 Attorneys for Plaintiffs

CODE: 3060

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited liability company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada limited liability company; AM-GSR HOLDINGS, LLC, a Nevada limited liability company; and DOE DEFENDANTS 1 THROUGH 10, inclusive,

Defendants.

ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES
PURSUANT TO THE COURT'S DECEMBER 24, 2020 ORDER GRANTING MOTION
FOR CLARIFICATION AND SANCTIONING THE DEFENDANTS

Presently before the Court is Plaintiffs' Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants, filed April 7, 2021 ("Motion"). Defendants filed Defendants' Opposition to Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants on April 20, 2021 ("Opposition"). Plaintiffs filed their Reply in Support of Supplemental Motion for Fees Pursuant to the Court's

1 December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants on
2 April 30, 2021. The Motion was submitted for consideration by the Court on May 4, 2021.

3 The Motion sets forth Plaintiffs' supplemental request for fees incurred in (a) submitting
4 their motion for fees ("Fees Motion") pursuant to the Court's December 24, 2020 Order Granting
5 Clarification ("December 24, 2020 Order"), (b) filing a reply to Defendants' opposition to the
6 Fees Motion, and (c) opposing Defendants' Motion for Leave to File Motion for Reconsideration
7 of the Court's December 24, 2020 Order ("Defendants' Motion for Reconsideration"), which
8 largely attempted to rehash and relitigate previously rejected arguments. (Motion at 2:7-12.)
9 Plaintiffs' total requested fees for these tasks is \$17,885. Defendants argue the requested fees
10 are unreasonably excessive and that Nevada law does not permit recovery thereof. (Opposition
11 at 2:14-18, 3:3-10.) Defendants further argue that the Defendants' Motion for Reconsideration
12 may very well render Plaintiffs' Fees Motion and Motion moot.¹ (Id. at 3:3-10; see also
13 Defendants' Motion for Reconsideration, filed January 7, 2020.)

14 Case-concluding sanctions were entered against the Defendants for abuse of discovery
15 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
16 Terminating Sanctions, filed October 3, 2014 at 12.) See Young v. Johnny Ribeiro Bldg., Inc.,
17 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
18 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See
19 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

20 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
21 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
22 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA") and
23 the rental revenue and certain other property interests relating to the other Defendants. (See
24 Appointment Order at 1:23-26.) The receivership was implemented "for the purpose of
25 implementing compliance, among all condominium units, including units owned by any
26 Defendant in this action . . . with the Covenants, Codes and Restrictions recorded against the
27

28 ¹ Defendants' Motion for Reconsideration stands fully briefed and submitted at the time of this Order.

1 condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements
2 (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25, 2019, Richard
3 Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order Granting Motion to
4 Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed January 25, 2019.)

5 The Court's December 24, 2020 Order includes two distinct portions: first, that the
6 Receiver was to recalculate certain fees in a specific way and that the improper fee allocations
7 were to be disgorged to Plaintiffs, and second, that the Defendants were to pay Plaintiffs'
8 attorneys' fees and costs incurred in briefing the motion which ultimately resulted in the
9 December 24, 2020 Order. This sanction was imposed as a result of "Defendants' attempt to
10 advance their interpretation of the Court's orders to the [R]eceiver [which] interfered with the
11 October Order taking effect and resulted in unnecessarily duplicative litigation." (December 24,
12 2020 order at 3:17-19.) Plaintiffs filed their motion for fees ("Fees Motion") pursuant to the
13 December 24, 2020 Order, to which Defendants filed an opposition. (See Motion for Fees
14 Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification, filed
15 January 4, 2021; Defendants' objection to Plaintiffs' Motion for Fees Pursuant to the Court's
16 December 24, 2020 Order Granting Motion for Clarification, filed January 14, 2021.)

17 The instant Motion requests a supplemental award of fees incurred in actions taking place
18 after the December 24, 2020 Order was issued. The Motion states Plaintiffs incurred a total of
19 \$17,885 in attorneys' fees as a result of (1) preparing the Fees motion, (2) preparing a reply to
20 Defendants' opposition to the Fees Motion, and (3) preparing an opposition to Defendants'
21 largely duplicative motion for reconsideration. (Motion at 6:9-12, 7:1-3.) Fees incurred as a
22 result of preparing a motion for fees are recoverable. See Rosenfeld v. United States DOJ, 903
23 F. Supp. 2d 859, 878 (N. D. Cal. 2012) ("Plaintiffs may recover attorney's fees for time
24 reasonably expended on a motion for attorney's fees and costs."). Furthermore, because the fee
25 award was a sanction for Defendants' attempt to convince the Receiver of their clearly inaccurate
26 interpretation of the Court's orders, and the motion for reconsideration largely furthered those
27 inaccurate arguments, the continued arguments, and Plaintiffs' fees incurred to address them, are
28

1 included by the December 24, 2020 Order's sanction. Accordingly, the Court finds such fees are
2 recoverable as a general matter.

3 Nevada uses the lodestar formula to determine the appropriate amount of attorney fees.
4 Hsu v. Clark County, 123 Nev. 625, 636, 173 P.3d 724, 732 (2007). The lodestar formula calls
5 for the number of hours reasonably spent on the motion to be multiplied by a reasonable hourly
6 rate. Id. at 637, 173 P.3d at 733.

7 Plaintiffs have provided that their counsel spent a total of 24.6 hours on the Fees Motion
8 briefing, including preparation of the Fees Motion, researching authority cited in Defendants'
9 opposition thereto, and preparing a reply in support of the Fees Motion. (Motion at 5:26-6:4.)
10 Defendants argue Plaintiffs' hours expended are excessive. (Opposition at 9:6-9.) The Court
11 finds the number of hours expended by Plaintiffs' counsel on the Fees Motion briefing to be
12 reasonable in light of the procedural history of this case and the issues raised by the Fees Motion
13 and Defendants' opposition thereto.

14 Plaintiffs have provided that their counsel spent a total of 31.6 hours on their opposition
15 to Defendants' Motion for Reconsideration. (Motion at 7:1-3.) Defendants, again, argue this
16 number of hours is excessive and not warranted. (Opposition at 9:9-21.) Although the
17 Defendants attempt to minimize the complexity of the issues set forth in the Defendants' Motion
18 for Reconsideration and the necessity to set forth the complex procedural background within
19 Defendants' opposition thereto, the Court does not agree that the Defendants' Motion for
20 Reconsideration, nor the Plaintiffs' opposition thereto, was as simplistic as Defendants state.
21 Instead, the Defendants' Motion for Reconsideration set forth a variety of fallacious legal
22 arguments and misconstrued the factual and procedural background of this case, therefore
23 requiring Plaintiffs to expend numerous pages refuting the same. Thus, the Court finds the
24 number of hours expended by Plaintiffs' counsel on this task reasonable.

25 Defendants also argue that Plaintiffs' time entries are inadequate. (Opposition at 10:17-
26 11:25.) Defendants argue the entries are "so vaguely generic that the [C]ourt cannot determine
27 with certainty whether the activities they purport to describe were necessary and reasonable."
28 (Id. at 11:21-23.) After reviewing the time entries in full, the Court finds the entries are adequate

1 and provide the Court sufficient information to determine that the tasks undertaken by Plaintiffs'
2 counsel were both necessary and reasonable.

3 Accordingly, the Court finds the number of hours expended by Plaintiffs' counsel on
4 those tasks for which Plaintiffs seek to recover attorneys' fees were reasonable.

5 Next, Plaintiffs have set forth their counsels' hourly rate. These rates range from \$425 to
6 \$335 for attorneys and are \$135 for paralegals.² (Motion at 6:9-12, 7:1-3.) Defendants do not
7 appear to dispute the reasonableness of such hourly rates. The Court therefore finds such hourly
8 rates are reasonable.

9 Under the lodestar formula, the Court finds the hours reportedly spent by Plaintiffs'
10 counsel and their hourly rates are reasonable, and thus the lodestar award is \$17,885.

11 The Court must next consider the Brunzell factors to determine the appropriateness of the
12 lodestar amount. Accordingly, to determine whether any adjustments to the lodestar amount are
13 necessary, the Court must consider:

14 (1) the qualities of the advocate: his ability, his training, education,
15 experience, professional standing and skill; (2) the character of the
16 work to be done: its difficulty, its intricacy, its importance, time
17 and skill required, the responsibility imposed and the prominence
18 and character of the parties where they affect the importance of the
litigation; (3) the work actually performed by the lawyer: the skill,
time and attention given to the work; (4) the result: whether the
attorney was successful and what benefits were derived.

19 Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 455 P.2d 31, 33 (1969). The Court finds all of
20 these factors weigh against any adjustment to the lodestar amount and in favor of awarding
21 Plaintiffs the full lodestar amount.

22 First, the Court is acutely aware of the high quality of Plaintiffs' counsel, and thus
23 concludes this factor is in favor of awarding Plaintiffs the entire lodestar amount.

24 Second, the Court finds the character of the work to be done to be especially important.
25 The Court's December 24, 2020 Order imposed sanctions upon Defendants for attempting to
26 mislead the Receiver into accepting a clearly faulty interpretation of the Court's previous orders.

27
28 ² Plaintiffs note the hourly fees underwent a routine annual increase, which is why they are different from previous
fees applications. (Motion at 6, fn.2.)

1 (See Order Granting Clarification, filed December 24, 2020 at 3:17-19 (“The Defendants’
2 attempt to advance their interpretation of the Court’s orders to the [R]eceiver interfered with the
3 October Order taking effect and resulted in unnecessarily duplicative litigation. Therefore, the
4 Court exercises its inherent authority to require the Defendants to pay for the fees the Plaintiffs
5 were unnecessarily forced to incur in filing the Motion and the Reply.”).) Thus, the time spent in
6 drafting the Fees Motion – which was ordered by the Court – is certainly important. The
7 sanction within the December 24, 2020 Order was intended to penalize Defendants’
8 wrongdoings. If the Court were to limit the Plaintiffs’ recovery of their attorneys’ fees incurred
9 as a result of Defendants’ wrongdoings, the sanction would have no teeth. Accordingly, the
10 second factor also weighs in favor of awarding the entire lodestar amount.

11 Third, the work actually performed by Plaintiffs’ counsel is evidenced by the billing
12 records submitted with the Motion. (Motion at Ex. 1.) Each time entry reflects work which was
13 necessary and that the individual whose time is reflected dedicated ample skill, time, and
14 attention to the task at hand. Brunzell, 85 Nev. at 349, 455 P.2d at 33. This factor thus also
15 weighs in favor of awarding the full lodestar amount.

16 Fourth and finally, the Court must consider the result. The Court finds this factor weighs
17 in favor of awarding the entire lodestar amount as well. The Court clearly agreed with Plaintiffs’
18 positions taken in the briefing which resulted in the December 24, 2020 Order imposing
19 sanctions. (See generally Order Granting Reconsideration, filed December 24, 2020.) Thus,
20 Plaintiffs have obtained a successful result. This factor weighs in favor of granting the full
21 lodestar amount to Plaintiffs.

22 The Brunzell factors clearly indicate that the lodestar amount is appropriate and requires
23 no adjustments. The Court therefore finds an award of the entire lodestar amount is proper.

24 **IT IS HEREBY ORDERED** that Plaintiffs’ Motion is granted in full.


25 **IT IS FURTHER ORDERED** that Defendants shall pay to the Plaintiffs the sum of
26 \$17,885 within thirty (30) days of this Order.

27 //

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1 **IT IS SO ORDERED.**

2 DATED 12-21-21.

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5 _____
6 SENIOR JUSTICE
7 Nancy Saitta

8 Submitted by:

9 ROBERTSON, JOHNSON,
10 MILLER & WILLIAMSON

11 _____
12 /s/ Jarrad C. Miller

13 Jarrad C. Miller, Esq.
14 Jonathan Joel Tew, Esq.
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SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited
liability company, GRAND SIERRA
RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada limited
liability company; AM-GSR HOLDINGS,
LLC, a Nevada limited liability company; and
DOE DEFENDANTS 1 THROUGH 10,
inclusive,

Defendants.

AMENDED NOTICE OF ENTRY OF ORDERS

PLEASE TAKE NOTICE that on January 4, 2022, the above Court entered the
following Orders:

1 1. Order Granting Receiver's Motion for Orders & Instructions, a copy of which is
2 attached hereto as Exhibit "1" and made a part hereof by reference.

3 2. Order Granting Plaintiffs' Motion for Instructions to Receiver, a copy of which is
4 attached hereto as Exhibit "2" and made a part hereof by reference.

5 3. Order Granting Plaintiffs' Motion to Stay Special Assessment, a copy of which is
6 attached hereto as Exhibit "3" and made a part hereof by reference.

7 4. Order Approving Receiver's Request to Approve Updated Fees, a copy of which
8 is attached hereto as Exhibit "4" and made a part hereof by reference.

9 5. Order Directing Receiver to Prepare Report on Defendants' Request for
10 Reimbursement of 2020 Capital Expenditures, a copy of which is attached hereto as Exhibit "5"
11 and made a part hereof by reference.

12 6. Order Denying as Moot Defendants' Emergency Motion to Extend Stay Pending
13 Final Disposition of the Motion to Reconsider, a copy of which is attached hereto as Exhibit "6"
14 and made a part hereof by reference.

15 7. Order Granting Plaintiffs' Supplemental Motion for Fees Pursuant to the Court's
16 December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants, a
17 copy of which is attached hereto as Exhibit "7" and made a part hereof by reference.

18 **AFFIRMATION:** Pursuant to NRS § 239B.030, the undersigned does hereby affirm that
19 the preceding document does not contain the social security number of any person.

20 RESPECTFULLY SUBMITTED this 4th day of January, 2022.

21 ROBERTSON, JOHNSON,
22 MILLER & WILLIAMSON

23 By: /s/ Jarrad C. Miller
24 Jarrad C. Miller, Esq.
25 Jonathan J. Tew, Esq.
26 Attorneys for Plaintiffs
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INDEX OF EXHIBITS

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EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

CODE: 3060

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited liability company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada limited liability company; AM-GSR HOLDINGS, LLC, a Nevada limited liability company; and DOE DEFENDANTS 1 THROUGH 10, inclusive,

Defendants.

ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS

Presently before the Court is the Receiver's Motion for Orders & Instructions, filed October 18, 2021 ("Motion"). Plaintiffs filed Plaintiffs' Joinder to Receiver's Motion for Orders & Instructions on October 22, 2021 ("Plaintiff's Joinder"). Defendants filed Defendants' Opposition to Receiver's Motion for Orders & Instructions on October 22, 2021 ("Defendants' Opposition"). The Receiver then filed Receiver's Reply in Support of Motion for Orders & Instructions on October 25, 2021 ("Receiver's Reply"). The Motion was submitted for consideration on October 25, 2021.

1 Case-concluding sanctions were entered against the Defendants for abuse of discovery
2 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
3 Terminating Sanctions, filed October 3, 2014 at 12.) See Young v. Johnny Ribeiro Bldg., Inc.,
4 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
5 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. See
6 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.

7 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
8 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
9 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"). (See
10 Appointment Order at 1:23-26.) The receivership was implemented "for the purpose of
11 implementing compliance, among all condominium units, including units owned by any
12 Defendant in this action . . . with the Covenants, Codes and Restrictions recorded against the
13 condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements
14 (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25, 2019, Richard
15 Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order Granting Motion to
16 Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed January 25, 2019.)

17 In 2021, the Defendants undertook to have a reserve study done by a third party, which
18 was then to be utilized by the Receiver to calculate those fees to be charged to Plaintiffs
19 (including the Daily Use Fees ("DUF"), Shared Facility Use Expenses ("SFUE"), and Hotel
20 Expenses ("HE")). The Receiver states that various orders of this Court, including the
21 Appointment Order, provide authority solely to Receiver to order and oversee any reserve studies
22 done. (Reply at 2:27-3:5.) Defendants argue that no such orders nor the Governing Documents
23 provide the Receiver with such authority. (Defendants' Opposition at 3:19-24.) Instead,
24 Defendants argue that any attempt by the Receiver to order or oversee the reserve study would be
25 an "impermissibl[e] expan[sion] of his authority." (Id. at 3:20.)

26 The Court issued its Findings of Fact, Conclusions of Law and Order granting in part
27 Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020 Order
28 Granting Motion for Clarification and Request for Hearing, on September 29, 2021. Therein, the

1 Court struck the disgorgement order granted in the December 24, 2020 Order Granting
2 Clarification (“December 24, 2020 Order”). Whereas the Court originally instructed that “[u]ntil
3 the DUF, the [HE], and [SFUE] are recalculated by the Receiver, the fees calculated by the past
4 receiver shall be applied,” the revised order struck this reversion to the prior receiver’s
5 calculations. Thus, the Receiver states he is now without direction as to which calculations are
6 to be applied until he is able to redo his own calculations. (See December 24, 2020 Order at
7 3:23-4:10 (where the Court informs the Receiver his calculations for 2020 are incorrect and
8 invalid under the Governing Documents and they must be redone).) Defendants argue the
9 Receiver’s prior calculations, which were in place until the December 24, 2020 Order was
10 issued, should be utilized. Notably, this directly contradicts the Court’s December 24, 2020
11 Order, is inequitable, and thus is denied outright. (Id.)

12 The Appointment Order provides the Receiver authority to take control of “all accounts
13 receivable, payments, rents, including all statements and records of deposits, advances, and
14 prepaid contracts or rents” (Appointment Order at 3:15-18.) Defendants are also ordered to
15 cooperate with the Receiver and not “[i]nterfer[e] with the Receiver, directly or indirectly.” (Id.
16 at 8:2-15.) The Receiver has informed the parties of his intent to open a separate account into
17 which all rents and other proceeds from the units will be deposited, and now requests the Court’s
18 permission to open such an account. (Motion at 11:19; Motion to Stay Special Assessment, filed
19 August 20, 2021 at Ex. 2.) Defendants have refused to cooperate with the Receiver’s request to
20 turnover various proceeds, in violation of the Appointment Order, and now object to Receiver’s
21 authority to open a separate account. (Appointment Order at 8:2-15; Defendant’s Opposition at
22 6:14-7:21.)

23 Pursuant to the Governing Documents, Defendants have implemented a room rotation
24 program whereunder bookings for the units owned by Plaintiffs and Defendants should be
25 equally distributed such that Plaintiffs and Defendants, as individual unit owners, are earning
26 roughly equal revenue. The Receiver contends this room rotation program is flawed and has
27 resulted in a greater number of Defendants’ units being rented than Plaintiffs’ units during
28 various periods through August 2021. (Motion at 14:14-17.)

1 Among the Governing Documents with which the Receiver is ordered to implement
2 compliance is the Seventh Amendment to Condominium Declaration of Covenants, Conditions,
3 Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra Resort,
4 recorded June 27, 2007 (“Seventh Amended CC&Rs”). Defendants, however, after representing
5 to the Court that the Seventh Amended CC&Rs needed to be amended in order to comply with
6 NRS 116B, unilaterally revised and recorded the Ninth Amendment to Condominium
7 Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for
8 Hotel-Condominiums at Grand Sierra Resort (“Ninth Amended CC&Rs”) to overhaul the fee
9 structure and radically expand the fees chargeable to the Plaintiffs. The Ninth Amended
10 CC&Rs, according to Plaintiffs, substantially increase the expenses to be included in fees
11 charged to Plaintiffs – thus making ownership of the units unviable.

12 Finally, Defendants have communicated with Receiver *ex parte* through a variety of
13 individuals. The Receiver now requests that all communications be funneled through a single
14 individual: Reed Brady. (Motion at 17:4-8.)

15 The Motion requests the Court order (1) that the Notice of Special Assessments and the
16 Reserve Studies sent to the unit owners by Defendants on August 24, 2021 be immediately
17 withdrawn; (2) that the Defendants be ordered to send out a notice to all unit owners of said
18 withdrawal; and (3) that this Court confirm the Receiver’s authority over the Reserve Studies.
19 (Motion at 3:11-14.) The Motion further requests the Court order that the Receiver is to
20 recalculate the charges for the DUF, SFUE, and HE for 2020 based upon the same methodology
21 as has been used in calculating the fee charges for 2021, once the Court approves that
22 methodology. (*Id.* at 8:10-13.) The Motion further requests the Court approve the opening of an
23 account for the Receivership, with the Receiver having sole signatory authority over the account,
24 and order that all rents received by Defendants currently and in the future, generated from either
25 all 670 condominium units or the Plaintiff-owned units, net of the total charges for the DUF,
26 SFUE, and HE fees and for reserves combined, are to be deposited into the account, that the
27 receiver be authorized to make the necessary disbursements to the relevant unit owners at three
28 (3) month intervals, that any disgorgement amounts owed by Defendants be deposited into the

1 Receivership account to be distributed by the Receiver, and that, if the Court orders the current
2 credit balances in the Plaintiffs' accounts are to be deposited in to the Receiver's bank account
3 then, to the extent that such credit balances are to be disgorged, Defendants will pay such credit
4 balances to the Receiver for deposit, and the Receiver will distribute such funds appropriately.
5 (Id. at 11:21-12:13.) The Motion further requests the Court order Defendants to provide the
6 Receiver with the information and documentation he has requested relating to the room rotation
7 program within ten (10) days of this Order. (Id. at 14:20-24.) The Motion further requests the
8 court expedite the determination of the Plaintiffs' Motion for Instructions, filed October 18, 2021
9 and submitted for consideration on October 25, 2021. (Id. at 17:1-3.) Finally, the Motion
10 requests the Court instruct Defendants to funnel all communications to the Receiver through a
11 single individual: Reed Brady. (Id. at 7:5-8.)

12 As this Court has stated previously, "[a] receiver is appointed to maintain the status quo
13 regarding the property in controversy and to safeguard said property from being dissipated while
14 the plaintiff is pursuing his remedy." (Order Denying Motion to Terminate Rental Agreement,
15 filed October 12, 2020 (citing Milo v. Curtis, 100 Ohio App.3d 1, 9, 651 N.E.2d 1340, 1345
16 (Ohio Ct. App. 1994).) This Court reiterated this premise in another order, stating that "[o]ne of
17 the purposes of the [Appointment] Order was to preserve the status quo of the parties during the
18 pendency of the action. Another purpose was to enforce [the] agreements." (Order, filed
19 November 23, 2015 at 1:22-23.) Nevada law supports this obligation of the Receiver. See
20 Johnson v. Steel, Inc., 100 Nev 181, 183, 678 P.2d 767, 678 (1984) (the appointment of a
21 receiver is a "remedy used to preserve the value of assets pending outcome of the principal case"
22 and is "a means of preserving the status quo"), overruled on other grounds by Shoen v. SAC
23 Holding Corp., 122 Nev. 621, 137 P.3d 1171 (2006); accord Dunphy v. McNamara, 50 Nev. 113,
24 252 P. 943, 944 (1927) (a court of equity has "ample authority" to utilize a receiver to preserve
25 the status quo).

26 Furthermore, upon the appointment of the Receiver, all authority to manage and control
27 the GSRUOA was immediately transferred from the GSRUOA's Board of Directors, managers,
28 officers, the Declarant, and other agents to the Receiver. Francis v. Camel Point Ranch, Inc.,

1 2019 COA 108M, ¶¶ 6-10, 487 P.3d 1089, 1092-93, as modified on denial of reh'g (Colo. Ct.
2 App. Sept. 19, 2019) (noting that “[u]pon the receiver’s appointment, [Defendant’s] corporate
3 officers and directors lost all authority to control the corporation”); First Sav. & Loan Ass’n v.
4 First Fed. Sav. Loan Ass’n, 531 F. Supp. 251, 255 (D. Haw. 1981) (“When a receiver is
5 appointed for a corporation, the corporation’s management loses the power to run its affairs and
6 the receiver obtains all of the corporation’s powers and assets.”). “Simply put, corporate
7 receivership is a court-mandated change in corporate management.” Francis, 487 P.3d 1089 at
8 1092-93.

9 Thus, upon appointment of the Receiver, the GSRUOA’s Board of Directors was
10 divested of the authority it has errantly exercised to issue that Notice of Special Assessment and
11 the Reserve Studies which was sent to all unit owners on August 24, 2021. Accordingly, such
12 Notice of Special Assessment and any actual imposition of special assessment is *void ab initio*
13 and therefore invalid. Only the Receiver can impose special assessments.

14 Next, the Findings of Fact, Conclusions of Law and Judgement issued on October 9,
15 2015 (“FFCLJ”), explicitly ordered the Receiver to calculate “a reasonable amount of FF&E,
16 shared facilities and hotel reserve fees” and other necessary fees to be assessed against Plaintiffs.
17 (FFCLJ at 22:25-27.) Accordingly, the Receiver is to calculate the DUF, SFUE, and HE for
18 2020. Such calculations should be based upon the same methodology as used for the 2021 fees,
19 once the Court has approved of such methodology.

20 The Appointment Order expressly allows for the Receiver to open an account for the
21 Receivership. (Appointment Order at 6:26 (the Receiver is allowed to “open and utilize bank
22 accounts for receivership funds”).) Indeed, the Appointment Order also expressly calls for the
23 Receiver to collect proceeds from the Property (defined as the 670 condominium units),
24 including, but not limited to, rent earned therefrom. (Id. at 5:17-19.) It logically follows then
25 that the Receiver may open a separate account for the Receivership in which it may hold all rents
26 from the Property, as defined in the Receivership Order.

27 The Appointment Order also expressly calls for Defendants to cooperate with the
28 Receiver and refrain from taking any actions which will interfere with the Receiver’s ability to

1 perform his duties. (Id. at 8:2-15.) Accordingly, Defendants should supply the Receiver with all
2 information, explanation, and documentation the Receiver may request regarding the room
3 rotation program and apparent inadequacy thereof.

4 The Receiver was specifically tasked with implementing compliance with the Governing
5 Documents, including the Seventh Amended CC&Rs. (Appointment Order at 1:27-2:3.)
6 Reading this obligation to implement compliance with the Seventh Amended CC&Rs with the
7 obligation to maintain the status quo, this Court finds that the Seventh Amended CC&Rs cannot
8 be amended, repealed, nor replaced until the Receiver is relieved of his duties by the Court. The
9 continuance of this specific Governing Document will ensure the status quo, as is the purpose of
10 a receivership. Johnson, 100 Nev. at 183, 678 P.2d at 678; Dunphy, 50 Nev. 113, 252 P. at 944.
11 The automatic and immediate transfer of control over the GSRUOA to the Receiver therefore
12 divested the GSRUOA's Board of Directors from any authority it had to propose, enact, and
13 otherwise make effective the Ninth Amended CC&Rs. The Ninth Amended CC&Rs are thus
14 *void ab initio*, as they were enacted without proper authority. Accordingly, the Ninth Amended
15 CC&Rs are *void ab initio*, and even if they were not, the Ninth Amended CC&Rs would be
16 improper and thus subject to rescission or cancellation.

17 Finally, the Court finds it appropriate for Defendants to funnel all communication with
18 the Receiver through a single individual. For the time being, such individual shall be Reed
19 Brady. Mr. Brady may delegate tasks to others, however, only Mr. Brady should communicate
20 answers, conclusions, or other findings to the Receiver.

21 **IT IS HEREBY ORDERED** that Receiver's Motion is granted **in full**.

22 **IT IS FURTHER ORDERED** (i) that the Notice of Special Assessments and the
23 Reserve Studies sent to the unit owners by the Defendants on August 24, 2021 shall be
24 immediately withdrawn; (ii) that the Defendants shall send out a notice to all unit owners of said
25 withdrawal within ten (10) days of this Order; (iii) that any amounts paid by unit owners
26 pursuant to the Notice of Special Assessment shall be refunded within ten (10) days of this
27 Order; and (iv) that the Receiver has sole authority to order and oversee reserve studies related to
28 Defendants' property and under the Governing Documents.

1 **IT IS FURTHER ORDERED** that the Receiver shall recalculate the DUF, SFUE, and
2 HE based on the same methodology as has been used in calculating the fee charges for 2021,
3 subject to Court approval of such methodology. Those fees in place prior to the Court's
4 September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and
5 approved by this Court such that only a single account adjustment will be necessary.

6 **IT IS FURTHER ORDERED** that the Receiver shall open a separate account on which
7 Receiver has sole signatory authority, and into which all rents received by Defendants currently
8 for all 670 condominium units, net of total charges for DUF, SFUE, and HE fees and reserves,
9 are to be deposited. The Receiver shall disburse the revenue collected to the parties according to
10 the Governing Documents. In the event the Court requires a disgorgement by Defendants to
11 Plaintiffs, Receiver shall deposit such disgorgements into this separate account and disburse the
12 same to Plaintiffs appropriately.

13 **IT IS FURTHER ORDERED** that Defendants shall provide Receiver with any
14 information, explanation, and documentation he may request regarding the room rotation
15 program and any perceived discrepancies therewith, until Receiver is either satisfied with the
16 adequacy of the program or until Receiver deems it appropriate to seek judicial intervention.

17 **IT IS FURTHER ORDERED** that the Ninth CC&Rs are *void ab initio* and the Seventh
18 CC&Rs are to be resurrected as though they had not been withdrawn or superseded.

19 **IT IS FURTHER ORDERED** that Defendants shall funnel all communication with the
20 Receiver through Reed Brady. Defendants and Receiver may mutually agree to choose an
21 alternative representative through which communication shall be directed. Mr. Brady, and any
22 subsequent representative, may delegate requests, questions, or other tasks necessary to respond
23 to Receiver's communications, but any answers, conclusions, or other results shall be
24 communicated back to Receiver through only Mr. Brady and no other individual.

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1 **IT IS SO ORDERED.**

2 DATED 12.21.21.

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5 _____
6 SENIOR JUSTICE
7 Nancy Saitta

8 Submitted by:

9 ROBERTSON, JOHNSON,
10 MILLER & WILLIAMSON

11 _____
12 /s/ Jarrad C. Miller

13 Jarrad C. Miller, Esq.

14 Jonathan Joel Tew, Esq.

15 Attorneys for Plaintiffs
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EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

CODE: 3060

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited liability company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada limited liability company; AM-GSR HOLDINGS, LLC, a Nevada limited liability company; and DOE DEFENDANTS 1 THROUGH 10, inclusive,

Defendants.

ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER

Presently before the Court is Plaintiff's Motion for Instructions to Receiver, filed September 28, 2021 ("Motion"). Defendants filed Defendants' Opposition to Plaintiffs' Motion for Instructions to Receiver on October 12, 2021 ("Opposition"). Plaintiffs filed their Reply in Support of Motion for Instructions to Receiver on October 25, 2021. The Motion was submitted for consideration on October 25, 2021.

Case-concluding sanctions were entered against the Defendants for abuse of discovery and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-Terminating Sanctions, filed October 3, 2014 at 12.) See also Young v. Johnny Ribeiro Bldg.

1 Inc., 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
2 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See
3 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

4 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
5 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
6 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"), the
7 rental and other revenues from the condominiums, as well as other property of the non-
8 GSRUOA Defendants. (See Appointment Order at 1:23-26.) The receivership was implemented
9 "for the purpose of implementing compliance, among all condominium units, including units
10 owned by any Defendant in this action . . . with the Covenants, Codes and Restrictions recorded
11 against the condominium units, the Unit Maintenance Agreements and the original Unit Rental
12 Agreements (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25,
13 2019, Richard Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order
14 Granting Motion to Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed
15 January 25, 2019.)

16 Among the Governing Documents with which the Receiver is ordered to implement
17 compliance is the Seventh Amendment to Condominium Declaration of Covenants, Conditions,
18 Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra Resort,
19 recorded June 27, 2007 ("Seventh Amended CC&Rs"). Defendants, however, after representing
20 to the Court that the Seventh Amended CC&Rs needed to be amended in order to comply with
21 NRS 116B, unilaterally revised and recorded the Ninth Amendment to Condominium
22 Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for
23 Hotel-Condominiums at Grand Sierra Resort to overhaul the fees chargeable to the unit owners.
24 ("Ninth Amended CC&Rs"). The Ninth Amended CC&Rs, according to Plaintiffs, substantially
25 increase the expenses to be included in fees charged to Plaintiffs – thus making ownership of the
26 units unviable. (Reply at 7:17-21.)

27 Additionally, the Defendants undertook to have a reserve study done by a third party,
28 which was then to be utilized by the Receiver to calculate those fees to be charged to Plaintiffs.

1 Plaintiffs argue this reserve study was not only done without proper authority, but also that it was
2 patently erroneous in that it includes a variety of expenses which are not chargeable to the
3 Plaintiffs under the Seventh Amended CC&Rs. (Motion at 4:3-13.)

4 The Motion requests the Court instruct the Receiver to (1) determine that the amendment
5 process was invalid and void actions improperly taken by the GSRUOA Board of Directors, (2)
6 maintain the status quo by enforcing the Appointment Order and apply the Seventh Amended
7 CC&Rs, and (3) disqualify the 2021 reserve study and prepare a new reserve study completed
8 with the Receiver's direction and input. (Motion at 2:27-3:4, 4:12-13.)

9 As this Court has stated previously, "[a] receiver is appointed to maintain the status quo
10 regarding the property in controversy and to safeguard said property from being dissipated while
11 the plaintiff is pursuing his remedy." (Order Denying Motion to Terminate Rental Agreement,
12 filed October 12, 2020 (citing Milo v. Curtis, 100 Ohio App.3d 1, 9, 651 N.E.2d 1340, 1345
13 (Ohio Ct. App. 1994).) This Court reiterated this premise in a subsequent order, stating that
14 "[o]ne of the purposes of the [Appointment] Order was to preserve the status quo of the parties
15 during the pendency of the action. Another purpose was to enforce [the] agreements." (Order,
16 filed November 23, 2015 at 1:22-23.) Nevada law supports this obligation of the Receiver. See
17 Johnson v. Steel, Inc., 100 Nev 181, 183, 678 P.2d 767, 678 (1984) (the appointment of a
18 receiver is a "remedy used to preserve the value of assets pending outcome of the principal case"
19 and is "a means of preserving the status quo"), overruled on other grounds by Shoen v. SAC
20 Holding Corp., 122 Nev. 621, 137 P.3d 1171 (2006); accord Dunphy v. McNamara, 50 Nev. 113,
21 252 P. 943, 944 (1927) (a court of equity has "ample authority" to utilize a receiver to preserve
22 the status quo).

23 In this case, the Receiver was specifically tasked with implementing compliance with the
24 Governing Documents, including the Seventh Amended CC&Rs. (Appointment Order at 1:27-
25 2:3.) Reading this obligation to implement compliance with the Seventh Amended CC&Rs with
26 the obligation to maintain the status quo, this Court finds that the Seventh Amended CC&Rs
27 cannot be amended, repealed, nor replaced until the Receiver is relieved of his duties by the
28 Court. The continuance of this specific Governing Document will ensure the status quo, as is the

1 purpose of a receivership and the Appointment Order. See Johnson, 100 Nev. at 183, 678 P.2d at
2 678; Dunphy, 50 Nev. 113, 252 P. at 944.

3 Furthermore, upon the appointment of the Receiver, all authority to manage and control
4 the GSRUOA was immediately transferred from the GSRUOA's Board of Directors, managers,
5 officers, the Declarant, and other agents to the Receiver. Francis v. Camel Point Ranch, Inc.,
6 2019 COA 108M, ¶¶ 6-10, 487 P.3d 1089, 1092-93, as modified on denial of reh'g (Colo. Ct.
7 App. Sept. 19, 2019) (noting that "[u]pon the receiver's appointment, [Defendant's] corporate
8 officers and directors lost all authority to control the corporation"); First Sav. & Loan Ass'n v.
9 First Fed. Sav. Loan Ass'n, 531 F. Supp. 251, 255 (D. Haw. 1981) ("When a receiver is
10 appointed for a corporation, the corporation's management loses the power to run its affairs and
11 the receiver obtains all of the corporation's powers and assets."). "Simply put, corporate
12 receivership is a court-mandated change in corporate management." Francis, 487 P.3d 1089 at
13 1092-93.

14 This automatic and immediate transfer of control over the GSRUOA to the Receiver
15 therefore divested the GSRUOA's Board of Directors from any authority it had to propose,
16 enact, and otherwise make effective the Ninth Amended CC&Rs. The Ninth Amended CC&Rs
17 are thus *void ab initio*, as they were enacted without proper authority.

18 Accordingly, the Ninth Amended CC&Rs are *void ab initio*, and even if they were not,
19 the Ninth Amended CC&Rs would be improper and thus subject to rescission or cancellation.¹

20 Next, Plaintiffs have moved the Court to instruct the Receiver to reject the reserve study
21 completed by Defendants without any input from Receiver, and order and oversee a separate
22 reserve study. (Motion at 11:25-14:19.) The Court has explicitly found that the Receiver "will
23 determine a reasonable amount of FF&E, shared facilities and hotel reserve fees." (Findings of
24 Fact, Conclusions of Law and Judgement, Filed October 9, 2015 at 22:25-26.) This implies that

25 _____
26 ¹ Defendants argue any challenge to the Ninth Amended CC&Rs must be brought pursuant to the ADR provision
27 therein. The Court rejects this argument *in toto* considering the Appointment Order, the purpose of the Appointment
28 Order, and binding Nevada law which all dictate the receivership is intended to maintain the status quo – not allow
for a key Governing Document to be unilaterally amended by Defendants. Further, the claim for a Receivership was
brought in the Second Amended Complaint and the Nevada Supreme Court has already found that the District Court
has subject matter jurisdiction over the action.

1 the Receiver will also be tasked with ordering and overseeing the reserve study – as that study
2 will dictate the FF&E, shared facilities, and hotel reserve fees. Thus, the Receiver alone has the
3 authority to direct and audit the reserve study, not the Defendants.

4 Moreover, the Defendants have acknowledged this reality to the Court:

5 Mr. McElhinney: Are you instructing the receiver to use the 2016
6 reserve study in rendering his calculation? The Court: I think he
7 can. Mr. McElhinney: Up to him? The Court: Yeah, it's up to
8 him. If there's some reason that Mr. Teichner believes that the
9 premise or the data that's collected therein is inappropriate, then
10 obviously he can just go back to the 2014 study, but if he wants to
11 use it and he believes that it's statistical or evidentiarily valid, then
12 he can use that in making those determinations.

13 (Motion at Ex. 3 at 141:24-142:11.)

14 Plaintiffs further object to the Defendants' reserve study because it has included expenses
15 which are clearly erroneous. (Motion at 4:6-13 (noting public pool expenses that were included
16 while the Governing Documents and Court orders exclude any revenue-generating expenses).)
17 The reserve study is to be limited as directed in previous Court orders and the Governing
18 Documents. The reserve study provided by Defendants clearly shows at least one basic,
19 elementary example of expenses which are included but should not be. (Id.) Accordingly, the
20 Court finds the Defendants' reserve study to be flawed and untrustworthy, and finds the Receiver
21 has the proper (and sole) authority to order, oversee, and implement a new reserve study.

22 **IT IS HEREBY ORDERED** that Plaintiffs' Motion is granted.

23 **IT IS FURTHER ORDERED** that the Ninth Amended CC&Rs shall be withdrawn and
24 the Seventh Amended CC&Rs shall be reinstated as though never superseded.

25 **IT IS FURTHER ORDERED** that Receiver shall not utilize the Defendants' reserve
26 study in calculating those fees which are to be assessed to Plaintiffs. Instead, the Receiver shall
27 order, oversee, and implement a new reserve study which is in accordance with the Governing
28 Documents.

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1 **IT IS SO ORDERED.**

2 DATED 12.21.21

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5 _____
6 SENIOR JUSTICE
7 Nancy Saitta

8 Submitted by:

9 ROBERTSON, JOHNSON,
10 MILLER & WILLIAMSON

11 _____
12 /s/ Jarrad C. Miller

13 Jarrad C. Miller, Esq.
14 Jonathan Joel Tew, Esq.
15 Attorneys for Plaintiffs

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

CODE: 3060

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited liability company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada limited liability company; AM-GSR HOLDINGS, LLC, a Nevada limited liability company; and DOE DEFENDANTS 1 THROUGH 10, inclusive,

Defendants.

ORDER GRANTING PLAINTIFFS' MOTION TO STAY SPECIAL ASSESSMENT

Presently before the Court is Plaintiffs' Motion to Stay Special Assessment, filed August 20, 2021 ("Motion").¹ Defendants filed Defendants' Opposition to Motion to Stay Special Assessment on September 3, 2021 ("Opposition"). Plaintiffs filed their Reply in Support of

¹ Plaintiffs filed an initial version of this motion on July 30, 2021. (Motion to Stay Special Assessment and Renewed Request to Replace Receiver, filed July 30, 2021.) Plaintiffs withdrew this motion without prejudice on August 17, 2021. (Notice of Withdrawal of Motion to Stay Special Assessment and Renewed Request to Replace Receiver, filed August 17, 2021.)

1 Motion to Stay Special Assessment on September 17, 2021. The Motion was submitted for
2 consideration on September 22, 2021.

3 Case-concluding sanctions were entered against the Defendants for abuse of discovery
4 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
5 Terminating Sanctions, filed October 3, 2014 at 12.) See also Young v. Johnny Ribeiro Bldg.,
6 Inc., 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
7 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See
8 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

9 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
10 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
11 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"). (See
12 Appointment Order at 1:23-26.) The receivership was implemented "for the purpose of
13 implementing compliance, among all condominium units, including units owned by any
14 Defendant in this action . . . with the Covenants, Codes and Restrictions recorded against the
15 condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements
16 (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25, 2019, Richard
17 Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order Granting Motion to
18 Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed January 25, 2019.)

19 The Appointment Order provides that the Receiver and his agents are to be "pa[id] and
20 discharge[d] out of the Property's rents and/or GSRUOA monthly dues collections. . . ." (Appointment Order at 6:12-16.) It is thus clear that the Receiver's invoices are to be paid
21 through either (or collectively) the Property's rents collected or the GSRUOA monthly dues and
22 not from any other source of funds without approval of this Court.

23
24 On June 16, 2021, the Receiver provided notice to the Court that GSRUOA was insolvent
25 and requested a hearing to address this issue. (Motion at 1:2-4.) After the parties discussed
26 potential solutions to this issue, the Defendants, over Plaintiffs' objection, on July 12, 2021 voted
27 to impose a special assessment against all unit owners which would raise about \$100,000 to pay
28 the Receiver's invoices and other expenses ("Special Assessment"). (Opposition at 2:3-11.)

1 The Motion requests that the Court: (1) enforce the Appointment Order; (2) stay the
2 Special Assessment; (3) direct the Receiver to pay the expenses of the receivership through the
3 new receivership account; and (4) order the Defendants to stop interfering with the receivership
4 and the orders governing same. (Motion at 2:6-9.) The Opposition argues the Special
5 Assessment was appropriate under the Seventh Amendment to Condominium Declaration of
6 Covenants, Conditions, Restrictions and Reservations of Easements for hotel Condominiums at
7 Grand Sierra Resort ("CC&Rs") and necessary in order to both fund the Receiver's invoices as
8 well as the GSRUOA's operations through the remainder of 2021. (Opposition at 2:24-3:6.)

9 To begin, the appointment of a receiver terminates the authority of an entity's officers
10 and directors, and places all such authority in the receiver alone. Francis v. Camel Point Ranch,
11 Inc., 2019 COA 108M, ¶¶6-10, 487 P.3d 1089, 1092-9 (Colo. App. Sept. 19, 2019) (noting that
12 "[u]pon the receiver's appointment, [Defendant's] corporate officers and directors lost all
13 authority to control the corporation"); McDougal v. Huntingdon & Broad Top Mountain RR. &
14 Coal Co., 294 Pa. 108, 143 A.574, 577 (1928) (the receiver exercises the functions of the board
15 of directors, managers and officers, takes possession of corporate income, property, and assets,
16 directs not only in its operation, but, while in control, its policies on all lines"); see First Sav &
17 Loan Ass'n v. First Fed. Sav. Loan Ass'n, 531 F. Supp. 251, 255 (D. Haw. 1981) ("When a
18 receiver is appointed for a corporation, the corporation's management loses the power to run its
19 affairs and the receiver obtains all of the corporation's powers and assets"); see also U.S. v.
20 Powell, 95 F.2d 752, 754 (4th Cir. 1938). Thus, when the Appointment Order was issued, all
21 authority vested in GSRUOA's Board of Directors, managers, the Declarant, and other decision
22 makers was transferred to the Receiver and the Board of Directors, managers, the Declarant, and
23 other decision makers were divested of such authority.

24 It follows then that any decision of GSRUOA's Board of Directors since the
25 Appointment Order, including the July 12, 2021 decision to impose the Special Assessment, is
26 void as GSRUOA's Board of Directors had no authority to make such a decision or impose such
27 an assessment. (Id.)

1 Defendants argue that because the Receiver apparently did not object to the GSRUOA's
2 Board of Directors' decision to impose the Special Assessment, the Special Assessment is
3 proper. (Opposition at 4:17-18 ("The Board voted unanimously to approve and implement the
4 Special Assessment and the Receiver agreed with the action.")) This argument falls flat,
5 however, in light of the Receiver's limited authority. Anes v. Crown P'ship, Inc., 113 Nev. 195,
6 201-02, 932 P.2d 1067, 1071 (1997) ("a receiver must not exceed the limits of the authority
7 granted by the court"). The Appointment Order specifically dictates the source of funds to pay
8 the Receiver's invoices: "the Property's rents and/or GSRUOA monthly dues." (Appointment
9 Order at 6:12-16.) The Appointment Order does not provide that the Receiver can be funded
10 from any special assessments imposed upon the unit owners. Accordingly, any such special
11 assessment imposed to fund the Receiver's invoices is improper and exceeds authority vested in
12 the Receiver alone. Anes, 113 Nev. at 201-02, 932 P.2d at 1071; Fullerton v. Second Jud. Dist.
13 Ct. in & for Cty. of Washoe, 111 Nev 391, 400, 892 P.2d 935, 941 (1995) ("a receiver must not
14 exceed the limits of the authority granted"); accord Clay Expl., Inc. v. Santa Rosa Operating,
15 LLC, 442 S.W.3d 795, 800 (Tex. App. 2014) (a receiver only has that authority conferred by the
16 Court's order appointing him); Price v. Howsen, 197 Iowa 324, 197 N.W. 62, 63 (1924) ("It is a
17 familiar rule that 'the extent of a receiver's authority is always to be measured by the order of
18 appointment'"); Citibank, N.A. v. Nyland (CF 8), Ltd., 839 F.2d 93, 98 (2d Cir. 1988)
19 ("[The receiver's] authority is wholly determined by the order of the appointment court"); In re
20 Lamplight Condo. Ass'n, Inc., No. 17-20078 (JJT), 2017 WL 184510, at *2 (Bankr. D. Conn.
21 May 5, 2017) ("The source of the Receiver's authority and the process by which it was bound
22 and governed is the Appointment Order, which, as a stipulation, is [] a . . . limitation of the
23 Receiver's power, authority and process.").

24 Moreover, the Receiver has now indicated that he intends to open a separate account to
25 collect rental revenues from the Property and distribute the same to the appropriate unit owners.
26 (Motion at Ex. 2 (email in which Receiver's counsel states "The Receiver is going to open a
27 separate account for the Receivership as soon as possible. . . . As of September 1st, all of the
28 revenue from the Summit Rooms (the units in the Hotel Condominium) will be deposited into

1 the account.”.) If the Receiver so opens this account to collect rental revenue, the Special
2 Assessment will become unnecessary to pay the Receiver’s invoices as Receiver will have access
3 to all rental revenue from the relevant units with which the Receiver may pay his invoices. The
4 Court finds this action by the Receiver is both necessary and allowed under the Appointment
5 Order. (See Appointment Order at 3:7-10, 3:15-18.)

6 Accordingly, the Court finds the Special Assessment exceeded the authority of the
7 GSRUOA’s Board of Directors as well as the authority of the Receiver. Thus, the Special
8 Assessment shall be rescinded and deemed void.

9 **IT IS HEREBY ORDERED** that Plaintiffs’ Motion is granted.

10 **IT IS FURTHER ORDERED** that Defendants shall rescind the Special Assessment and
11 refund any unit owners who have paid the Special Assessment within twenty (20) days of this
12 Order.

13 **IT IS FURTHER ORDERED** that the Receiver shall open a separate account into
14 which all rental revenue from the units in the Hotel Condominium (as defined in the CC&Rs) is
15 deposited and may be utilized to pay the Receiver’s invoices and otherwise operate the
16 GSRUOA. The Defendants are ordered to comply with the Appointment Order’s direction to
17 cooperate with the Receiver to effect the dictates of this order.

18 **IT IS SO ORDERED.**

19 DATED 12-21-21.



20
21 SENIOR JUSTICE
22 Nancy Saitta

23 Submitted by:

24 ROBERTSON, JOHNSON,
25 MILLER & WILLIAMSON

26 /s/ Jarrad C. Miller

27 Jarrad C. Miller, Esq.
Jonathan Joel Tew, Esq.
Attorneys for Plaintiffs

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

1 CODE: 2777
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7 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**

9 ALBERT THOMAS, individually; *et al.*,

10 Plaintiffs,

11 vs.

Case No. CV12-02222
Dept. No. OJ37

12 MEI-GSR Holdings, LLC, a Nevada limited
13 liability company, GRAND SIERRA
14 RESORT UNIT OWNERS'
15 ASSOCIATION, a Nevada nonprofit
16 corporation, GAGE VILLAGE
17 COMMERCIAL DEVELOPMENT, LLC, a
18 Nevada limited liability company; AM-GSR
19 HOLDINGS, LLC, a Nevada limited liability
20 company; and DOE DEFENDANTS 1
21 THROUGH 10, inclusive,

22 Defendants.

23 **ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES**

24 Before the Court is the Receiver's Receiver Analysis and Calculation of Daily Use Fee,
25 Shared Facilities Unit Expense Fee and Hotel Expense Fee with Request to Approve updated
26 Fees and for Court to Set Effective Date for New Fees, filed August 16, 2021 ("Receiver
27 Analysis"). Defendants filed Defendants' Objection to Receiver's Analysis and Calculation of
28 Daily Use Fee, Shared Facilities Unit Expense Fees and for Court to Set Effective Date for New
Fees on September 17, 2021. Plaintiffs filed Plaintiffs' Response to Receiver Analysis and
Calculation of Daily Use Fee, Shared Facilities Unit Expense Fee and Hotel Expense Fee with
Request to Approve Updated Fees and for Court to Set Effective Date for New Fees on

1 September 17, 2021. The Receiver Analysis was submitted for consideration on
2 September 22, 2021.

3 **IT IS HEREBY ORDERED** that (1) The Receiver's new fee calculations as submitted
4 to the Court should immediately be applied retroactive to January 2020 and going forward until a
5 subsequent order from the Court is issued; (2) the amounts owed to Plaintiffs under those fee
6 calculations should be paid to Plaintiffs within thirty (30) days in accordance with the Governing
7 Documents; (3) the Receiver should be permitted to calculate the 2020 fee calculation using the
8 same methodology – and once those calculations are completed, the Receiver can reconcile the
9 unit owner accounts to reflect the difference between the 2020 and 2021 fee calculations; and (4)
10 after Defendants produce to Plaintiffs all actual documents that support the Receiver's 2020 and
11 2021 calculations, and depositions are taken (limited in scope) to verify that the calculations are
12 based on actual expenses as provided for under the Governing Documents, the briefing on the
13 issue of the accuracy of the fees should recommence. Any adjustments to the fees as a result of
14 motion practice by the parties shall be credited or debited accordingly, but in the interim, rental
15 revenue shall be calculated based upon the Receiver's 2021 calculations.

16 **IT IS SO ORDERED.**

17 DATED 12-21-21.

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20 SENIOR JUSTICE
Nancy Saitta

21 Submitted by:

22 ROBERTSON, JOHNSON,
23 MILLER & WILLIAMSON

24 /s/ Jarrad C. Miller

25 Jarrad C. Miller, Esq.
Jonathan Joel Tew, Esq.
26 Attorneys for Plaintiffs

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

CODE: 3370

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited liability company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada limited liability company; AM-GSR HOLDINGS, LLC, a Nevada limited liability company; and DOE DEFENDANTS 1 THROUGH 10, inclusive,

Defendants.

ORDER DIRECTING RECEIVER TO PREPARE REPORT ON DEFENDANTS'
REQUEST FOR REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES

Presently before the Court is Defendants' Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures, filed June 24, 2021 ("Motion"). Plaintiffs filed their Opposition to Defendants' Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures on October 11, 2021. Defendants then filed Defendants' Reply in Support of Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures on November 2, 2021. The Motion was submitted for consideration on November 3, 2021.

1 Case-concluding sanctions were entered against the Defendants for abuse of discovery
2 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
3 Terminating Sanctions, filed October 3, 2014 at 12.) See also Young v. Johnny Ribeiro Bldg.,
4 Inc., 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
5 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See
6 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

7 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
8 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
9 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA"). The
10 receivership was implemented "for the purpose of implementing compliance, among all
11 condominium units, including units owned by any Defendant in this action . . . with the
12 Covenants, Codes and Restrictions recorded against the condominium units, the Unit
13 Maintenance Agreements and the original Unit Rental Agreements (the "Governing
14 Documents"). (Appointment Order at 1:27-28, 2:1-3.) On January 25, 2019, Richard Teichner
15 was substituted in Mr. Proctor's place in the Order Granting Motion to Substitute Receiver.

16 In the Motion, Defendants ask the Court to instruct Mr. Teichner ("Receiver") to
17 reimburse Defendants a total of \$1,614,505, comprised of \$1,409,637 from the Capital Reserves
18 for Common Area expenses and \$208,868 from the Hotel Reserves for Hotel Related expenses.
19 (Motion at 6:23-26.) The Motion further requests the Court instruct Receiver to impose any
20 special assessments necessary to bring the respective reserve accounts back to the required
21 levels. (Id. at 6:26-7:3.) Plaintiffs' Opposition argues the expenditures for which Defendants
22 seek reimbursement are not included in the Governing Documents which explicitly describe each
23 expense the Plaintiffs agreed to pay. (Opposition at 3:1-18.) Plaintiffs argue further that the
24 reserves study Defendants rely upon is fatally flawed as it also includes a variety of inappropriate
25 expenses and plainly obvious and elementary mistakes. (Id. at 2:14-26.)

26 The Court finds the Receiver is charged with implementing compliance with the
27 Governing Documents and was appointed for a reason. (See generally Appointment Order.)
28 Therefore, the Court orders the Receiver to provide a report to the Court within ninety (90) days

1 from the date of this Order recommending which items contained within Defendants' request for
2 reimbursement of capital expenditures can be reimbursed under the Governing Documents and
3 this Court's existing orders.

4 **IT IS SO ORDERED.**

5 DATED 12-21-21



6
7
8 SENIOR JUSTICE
Nancy Saitta

9 Submitted by:

10 ROBERTSON, JOHNSON,
11 MILLER & WILLIAMSON

12 /s/ Jarrad C. Miller

13 Jarrad C. Miller, Esq.
14 Jonathan Joel Tew, Esq.
15 Attorneys for Plaintiffs
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EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”

CODE: 2842

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited liability company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada limited liability company; AM-GSR HOLDINGS, LLC, a Nevada limited liability company; and DOE DEFENDANTS 1 THROUGH 10, inclusive,

Defendants.

ORDER DENYING AS MOOT DEFENDANTS' EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER

Presently before the Court is Defendants' Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider, filed June 10, 2021 ("Motion"). Plaintiffs filed their Opposition to Defendants' Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider (Oral Argument Requested) on June 23, 2021. Defendants filed Defendants' Reply in Support of Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider on June 30, 2021. The Motion was submitted for consideration on July 1, 2021.

1 In the Motion, Defendants request the Court extend the stay of enforcement of the
2 disgorgement order within the Court's Order Granting Motion for Clarification, filed December
3 24, 2020 (the "December 24, 2020 Order") beyond June 10, 2021, such that the Court could
4 issue a ruling on Defendants' Motion for Leave to File Motion for Reconsideration of December
5 24, 2020, Order Granting Motion for Clarification and Request for Hearing ("Defendants'
6 Motion for Reconsideration"). (Motion at 2:13-22.) The December 24, 2020 Order ordered that:
7 (1) "[a]mounts charged since January of 2020 under the improper fee allocations shall be
8 disgorged to the Plaintiffs, and the new fee allocations shall not go into effect until calculated
9 (they will not be retroactively applied);" and (2) "the Defendants shall pay to the Plaintiffs the
10 reasonable attorneys' fees and costs they incurred in filing the Motion [for Clarification] and
11 Reply [in support thereof]." (December 24, 2020 Order at 4:12-16.)

12 Prior to enforcing the December 24, 2020 Order, the Court granted in part Defendants'
13 Motion for Reconsideration on September 29, 2021. (See Findings of Fact, Conclusions of Law
14 and Order, filed September 29, 2021 ("FFCLO").) In the FFCLO, the Court struck the portion of
15 the December 24, 2020 Order requiring the Defendants to disgorge the improper fee allocation
16 charges. (*Id.* at 6:2-11.)

17 **IT IS HEREBY ORDERED** that Defendants' Motion is denied as moot.

18 **IT IS SO ORDERED.**

19 DATED 12-21-21.

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21 _____
22 SENIOR JUSTICE
23 Nancy Saitta

24 Submitted by:

25 ROBERTSON, JOHNSON,
26 MILLER & WILLIAMSON

27 /s/ Jarrad C. Miller
28 Jarrad C. Miller, Esq.
Jonathan Joel Tew, Esq.
Attorneys for Plaintiffs

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

CODE: 3060

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

MEI-GSR Holdings, LLC, a Nevada limited liability company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada limited liability company; AM-GSR HOLDINGS, LLC, a Nevada limited liability company; and DOE DEFENDANTS 1 THROUGH 10, inclusive,

Defendants.

ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES
PURSUANT TO THE COURT'S DECEMBER 24, 2020 ORDER GRANTING MOTION
FOR CLARIFICATION AND SANCTIONING THE DEFENDANTS

Presently before the Court is Plaintiffs' Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants, filed April 7, 2021 ("Motion"). Defendants filed Defendants' Opposition to Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants on April 20, 2021 ("Opposition"). Plaintiffs filed their Reply in Support of Supplemental Motion for Fees Pursuant to the Court's

1 December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants on
2 April 30, 2021. The Motion was submitted for consideration by the Court on May 4, 2021.

3 The Motion sets forth Plaintiffs' supplemental request for fees incurred in (a) submitting
4 their motion for fees ("Fees Motion") pursuant to the Court's December 24, 2020 Order Granting
5 Clarification ("December 24, 2020 Order"), (b) filing a reply to Defendants' opposition to the
6 Fees Motion, and (c) opposing Defendants' Motion for Leave to File Motion for Reconsideration
7 of the Court's December 24, 2020 Order ("Defendants' Motion for Reconsideration"), which
8 largely attempted to rehash and relitigate previously rejected arguments. (Motion at 2:7-12.)
9 Plaintiffs' total requested fees for these tasks is \$17,885. Defendants argue the requested fees
10 are unreasonably excessive and that Nevada law does not permit recovery thereof. (Opposition
11 at 2:14-18, 3:3-10.) Defendants further argue that the Defendants' Motion for Reconsideration
12 may very well render Plaintiffs' Fees Motion and Motion moot.¹ (Id. at 3:3-10; see also
13 Defendants' Motion for Reconsideration, filed January 7, 2020.)

14 Case-concluding sanctions were entered against the Defendants for abuse of discovery
15 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-
16 Terminating Sanctions, filed October 3, 2014 at 12.) See Young v. Johnny Ribeiro Bldg., Inc.,
17 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court
18 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See
19 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

20 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
21 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James
22 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA") and
23 the rental revenue and certain other property interests relating to the other Defendants. (See
24 Appointment Order at 1:23-26.) The receivership was implemented "for the purpose of
25 implementing compliance, among all condominium units, including units owned by any
26 Defendant in this action . . . with the Covenants, Codes and Restrictions recorded against the
27

28 ¹ Defendants' Motion for Reconsideration stands fully briefed and submitted at the time of this Order.

1 condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements
2 (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25, 2019, Richard
3 Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order Granting Motion to
4 Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed January 25, 2019.)

5 The Court's December 24, 2020 Order includes two distinct portions: first, that the
6 Receiver was to recalculate certain fees in a specific way and that the improper fee allocations
7 were to be disgorged to Plaintiffs, and second, that the Defendants were to pay Plaintiffs'
8 attorneys' fees and costs incurred in briefing the motion which ultimately resulted in the
9 December 24, 2020 Order. This sanction was imposed as a result of "Defendants' attempt to
10 advance their interpretation of the Court's orders to the [R]eceiver [which] interfered with the
11 October Order taking effect and resulted in unnecessarily duplicative litigation." (December 24,
12 2020 order at 3:17-19.) Plaintiffs filed their motion for fees ("Fees Motion") pursuant to the
13 December 24, 2020 Order, to which Defendants filed an opposition. (See Motion for Fees
14 Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification, filed
15 January 4, 2021; Defendants' objection to Plaintiffs' Motion for Fees Pursuant to the Court's
16 December 24, 2020 Order Granting Motion for Clarification, filed January 14, 2021.)

17 The instant Motion requests a supplemental award of fees incurred in actions taking place
18 after the December 24, 2020 Order was issued. The Motion states Plaintiffs incurred a total of
19 \$17,885 in attorneys' fees as a result of (1) preparing the Fees motion, (2) preparing a reply to
20 Defendants' opposition to the Fees Motion, and (3) preparing an opposition to Defendants'
21 largely duplicative motion for reconsideration. (Motion at 6:9-12, 7:1-3.) Fees incurred as a
22 result of preparing a motion for fees are recoverable. See Rosenfeld v. United States DOJ, 903
23 F. Supp. 2d 859, 878 (N. D. Cal. 2012) ("Plaintiffs may recover attorney's fees for time
24 reasonably expended on a motion for attorney's fees and costs."). Furthermore, because the fee
25 award was a sanction for Defendants' attempt to convince the Receiver of their clearly inaccurate
26 interpretation of the Court's orders, and the motion for reconsideration largely furthered those
27 inaccurate arguments, the continued arguments, and Plaintiffs' fees incurred to address them, are
28

1 included by the December 24, 2020 Order's sanction. Accordingly, the Court finds such fees are
2 recoverable as a general matter.

3 Nevada uses the lodestar formula to determine the appropriate amount of attorney fees.
4 Hsu v. Clark County, 123 Nev. 625, 636, 173 P.3d 724, 732 (2007). The lodestar formula calls
5 for the number of hours reasonably spent on the motion to be multiplied by a reasonable hourly
6 rate. Id. at 637, 173 P.3d at 733.

7 Plaintiffs have provided that their counsel spent a total of 24.6 hours on the Fees Motion
8 briefing, including preparation of the Fees Motion, researching authority cited in Defendants'
9 opposition thereto, and preparing a reply in support of the Fees Motion. (Motion at 5:26-6:4.)
10 Defendants argue Plaintiffs' hours expended are excessive. (Opposition at 9:6-9.) The Court
11 finds the number of hours expended by Plaintiffs' counsel on the Fees Motion briefing to be
12 reasonable in light of the procedural history of this case and the issues raised by the Fees Motion
13 and Defendants' opposition thereto.

14 Plaintiffs have provided that their counsel spent a total of 31.6 hours on their opposition
15 to Defendants' Motion for Reconsideration. (Motion at 7:1-3.) Defendants, again, argue this
16 number of hours is excessive and not warranted. (Opposition at 9:9-21.) Although the
17 Defendants attempt to minimize the complexity of the issues set forth in the Defendants' Motion
18 for Reconsideration and the necessity to set forth the complex procedural background within
19 Defendants' opposition thereto, the Court does not agree that the Defendants' Motion for
20 Reconsideration, nor the Plaintiffs' opposition thereto, was as simplistic as Defendants state.
21 Instead, the Defendants' Motion for Reconsideration set forth a variety of fallacious legal
22 arguments and misconstrued the factual and procedural background of this case, therefore
23 requiring Plaintiffs to expend numerous pages refuting the same. Thus, the Court finds the
24 number of hours expended by Plaintiffs' counsel on this task reasonable.

25 Defendants also argue that Plaintiffs' time entries are inadequate. (Opposition at 10:17-
26 11:25.) Defendants argue the entries are "so vaguely generic that the [C]ourt cannot determine
27 with certainty whether the activities they purport to describe were necessary and reasonable."
28 (Id. at 11:21-23.) After reviewing the time entries in full, the Court finds the entries are adequate

1 and provide the Court sufficient information to determine that the tasks undertaken by Plaintiffs'
2 counsel were both necessary and reasonable.

3 Accordingly, the Court finds the number of hours expended by Plaintiffs' counsel on
4 those tasks for which Plaintiffs seek to recover attorneys' fees were reasonable.

5 Next, Plaintiffs have set forth their counsels' hourly rate. These rates range from \$425 to
6 \$335 for attorneys and are \$135 for paralegals.² (Motion at 6:9-12, 7:1-3.) Defendants do not
7 appear to dispute the reasonableness of such hourly rates. The Court therefore finds such hourly
8 rates are reasonable.

9 Under the lodestar formula, the Court finds the hours reportedly spent by Plaintiffs'
10 counsel and their hourly rates are reasonable, and thus the lodestar award is \$17,885.

11 The Court must next consider the Brunzell factors to determine the appropriateness of the
12 lodestar amount. Accordingly, to determine whether any adjustments to the lodestar amount are
13 necessary, the Court must consider:

14 (1) the qualities of the advocate: his ability, his training, education,
15 experience, professional standing and skill; (2) the character of the
16 work to be done: its difficulty, its intricacy, its importance, time
17 and skill required, the responsibility imposed and the prominence
18 and character of the parties where they affect the importance of the
litigation; (3) the work actually performed by the lawyer: the skill,
time and attention given to the work; (4) the result: whether the
attorney was successful and what benefits were derived.

19 Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 455 P.2d 31, 33 (1969). The Court finds all of
20 these factors weigh against any adjustment to the lodestar amount and in favor of awarding
21 Plaintiffs the full lodestar amount.

22 First, the Court is acutely aware of the high quality of Plaintiffs' counsel, and thus
23 concludes this factor is in favor of awarding Plaintiffs the entire lodestar amount.

24 Second, the Court finds the character of the work to be done to be especially important.
25 The Court's December 24, 2020 Order imposed sanctions upon Defendants for attempting to
26 mislead the Receiver into accepting a clearly faulty interpretation of the Court's previous orders.

27
28 ² Plaintiffs note the hourly fees underwent a routine annual increase, which is why they are different from previous
fees applications. (Motion at 6, fn.2.)

1 (See Order Granting Clarification, filed December 24, 2020 at 3:17-19 (“The Defendants’
2 attempt to advance their interpretation of the Court’s orders to the [R]eceiver interfered with the
3 October Order taking effect and resulted in unnecessarily duplicative litigation. Therefore, the
4 Court exercises its inherent authority to require the Defendants to pay for the fees the Plaintiffs
5 were unnecessarily forced to incur in filing the Motion and the Reply.”).) Thus, the time spent in
6 drafting the Fees Motion – which was ordered by the Court – is certainly important. The
7 sanction within the December 24, 2020 Order was intended to penalize Defendants’
8 wrongdoings. If the Court were to limit the Plaintiffs’ recovery of their attorneys’ fees incurred
9 as a result of Defendants’ wrongdoings, the sanction would have no teeth. Accordingly, the
10 second factor also weighs in favor of awarding the entire lodestar amount.

11 Third, the work actually performed by Plaintiffs’ counsel is evidenced by the billing
12 records submitted with the Motion. (Motion at Ex. 1.) Each time entry reflects work which was
13 necessary and that the individual whose time is reflected dedicated ample skill, time, and
14 attention to the task at hand. Brunzell, 85 Nev. at 349, 455 P.2d at 33. This factor thus also
15 weighs in favor of awarding the full lodestar amount.

16 Fourth and finally, the Court must consider the result. The Court finds this factor weighs
17 in favor of awarding the entire lodestar amount as well. The Court clearly agreed with Plaintiffs’
18 positions taken in the briefing which resulted in the December 24, 2020 Order imposing
19 sanctions. (See generally Order Granting Reconsideration, filed December 24, 2020.) Thus,
20 Plaintiffs have obtained a successful result. This factor weighs in favor of granting the full
21 lodestar amount to Plaintiffs.

22 The Brunzell factors clearly indicate that the lodestar amount is appropriate and requires
23 no adjustments. The Court therefore finds an award of the entire lodestar amount is proper.

24 **IT IS HEREBY ORDERED** that Plaintiffs’ Motion is granted in full.

25 **IT IS FURTHER ORDERED** that Defendants shall pay to the Plaintiffs the sum of
26 \$17,885 within thirty (30) days of this Order.

27 //

28 //

1 **IT IS SO ORDERED.**

2 DATED 12-21-21.

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5 _____
6 SENIOR JUSTICE
7 Nancy Saitta

8 Submitted by:

9 ROBERTSON, JOHNSON,
10 MILLER & WILLIAMSON

11 _____
12 /s/ Jarrad C. Miller

13 Jarrad C. Miller, Esq.
14 Jonathan Joel Tew, Esq.
15 Attorneys for Plaintiffs
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Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

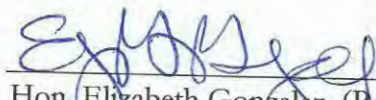
Defendant's Motion for Dismissal of Claims of Deceased Party Plaintiffs Due to Untimely Filing Notice or Suggestion of Death and Motion to Substitute Party filed 11/19/21. This motion is denied. The Motions to Substitute Party were unopposed. Defendants current motion seeks reconsideration of that prior decision. The Court declines to reconsider the ruling on that prior unopposed motion.

Defendant's Motion to Dismiss Pursuant to NRCP 41 filed 2/23/22. This motion is denied.

The Court's three day compensatory damages prove-up hearing (at which a witness testified and was cross-examined) and entry of judgment, are sufficient to conclude that trial in this matter was

1 commenced and, therefore, has already been brought to "trial" as contemplated by Rule 41. The trial
2 has yet to be completed. NRS 42.005 dictates the procedure for determination of punitive
3 damages.¹ It is clear that in cases where punitive damages are sought the trial is to be conducted in
4 parts. The Nevada Supreme Court has recognized that the findings of fact and conclusions of law
5 issued after the prove up is not a final judgment. For this reason, neither of the time limitations in
6 NRCP 41 require dismissal despite the age and tortured history of this matter.
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10 Dated this 18th day November, 2022.

11 
12 Hon. Elizabeth Gonzalez, (Ret.)
13 Sr. District Court Judge
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23 ¹ That statute provides in part:

24 1. Except as otherwise provided in NRS 42.0007, in an action for the breach of an obligation not arising
25 from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression,
26 fraud or malice, express or implied, the plaintiff, in addition to the compensatory damages, may recover damages for the
27 sake of example and by way of punishing the defendant.
28 ***

3. If punitive damages are claimed pursuant to this section, the trier of fact shall make a finding of
whether such damages will be assessed. If such damages are to be assessed, a subsequent proceeding must be conducted
before the same trier of fact to determine the amount of such damages to be assessed. The trier of fact shall make a
finding of the amount to be assessed according to the provisions of this section. The findings required by this section, if
made by a jury, must be made by special verdict along with any other required findings. The jury must not be instructed,
or otherwise advised, of the limitations on the amount of an award of punitive damages prescribed in subsection 1.

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DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
ABRAN VIGIL, ESQ.
JONATHAN TEW, ESQ.
JARRAD MILLER, ESQ.
TODD ALEXANDER, ESQ.
F. SHARP, ESQ.
STEPHANIE SHARP, ESQ.
G. DAVID ROBERTSON, ESQ.
ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.

Holly W. Lange

1 **2540**

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17 *Attorneys for Defendants MEI-GSR Holdings,*
18 *LLC, AM-GSR Holdings, LLC, and GAGE*
19 *VILLAGE COMMERCIAL DEVELOPMENT,*
20 *LLC*

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff(s),

v.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, AM-GSR
Holdings, LLC., a Nevada Limited Liability
Company, GRAND SIERRA RESORT UNIT
OWNERS' ASSOCIATION, a Nevada
Nonprofit Corporation, GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC., a
Nevada Limited Liability Company, and DOES
I-X inclusive,

Defendant(s).

Case No. CV12-02222

Dept. No.: 10

NOTICE OF ENTRY OF DECEMBER 5, 2022 ORDER

Defendants, MEI-GSR, LLC, a Nevada Limited Liability Company; GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC, a Nevada Limited Liability Company' and, AM-GSR

1 HOLDINGS, LLC, a Nevada Limited Liability Company (hereinafter referred to as
2 “Defendants”), by and through their counsel, David C. McElhinney, Associate General Counsel
3 with the Meruelo Group gives notice that on December 5th, 2022 the Court issued its Order
4 addressing and ruling upon Plaintiffs’ Application for Temporary Restraining Order, and Motion
5 for Preliminary Injunction, a true and correct copy of which is attached hereto as **Exhibit 1**.

6
7 **AFFIRMATION**
8 **Pursuant to NRS 239B.030**

9 The undersigned does hereby affirm that this document does not contain the social
10 security number of any person.

11 RESPECTFULLY SUBMITTED this December 5, 2022.

12 /s/ David C. McElhinney, Esq.

13 ABRAN VIGIL, ESQ.

14 Nevada Bar No. 7548

15 ANN HALL, ESQ.

16 Nevada Bar No. 5447

17 DAVID C. McELHINNEY, ESQ.

18 Nevada Bar No. 0033

19 MERUELO GROUP, LLC

20 Legal Services Department

21 5th Floor Executive Offices

22 2535 Las Vegas Boulevard South

23 Las Vegas, NV 89109

24 Attorneys for Defendants
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am employed in County of Clark, State of Nevada and, on this date, December 5, 2022 I deposited for mailing with the United States Postal Service, and served by electronic mail, a true copy of the attached document addressed to:

G. David Robertson, Esq., SBN 1001
Jarrad C. Miller, Esq., SBN 7093
Briana N. Collings, Esq. SBN 14694
ROBERTSON, JOHNSON, MILLER &
WILLIAMSON
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Further, I certify that on the December 5, 2022, I electronically filed the foregoing with the Clerk of the Court electronic filing system, which will send notice of electronic filings to all persons registered to receive electronic service via the Court's electronic filing and service system.
DATED this December 5, 2022



Iliana Godoy

INDEX OF EXHIBITS

1. December 5th, 2022 Order addressing Plaintiffs’ Application for Temporary Restraining Order, and Motion for Preliminary Injunction 4-13 pp.

Exhibit 1

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing, exhibits, declarations,¹ transcripts and related documents and being fully informed rules on the APPLICATION FOR TEMPORARY RESTRAINING ORDER, AND MOTION FOR PRELIMINARY INJUNCTION (‘the Injunctive Relief Motion’) related to a meeting noticed by Defendants for March 14, 2022 to hold a vote on whether the Grand Sierra Resort Unit Owners Association (“GSRUOA”) should be dissolved.

The Court makes the following factual findings:

¹ The declarations considered include those filed on March 28, 2022 after the March 25, 2022 hearing.

1 The Court notes that at a hearing on March 11, 2022, the Court granted a temporary restraining
2 order on the following:

3 ...The meeting is scheduled for next Monday. I don't know how long it will take for the
4 order to be prepared, reviewed by Mr. McElhinney, sent to you for a signing and everything,
5 but I just want to make sure I understand that *the meeting next Monday is off*.

6 THE COURT: That is correct, by virtue of court order. Yes.

7 Transcript of March 11, 2022, Hearing, page 42 lines 1-7. (Emphasis added.)

8 Although no written order was filed, a bond was posted by Plaintiffs in the amount of \$50,000 on
9 March 11, 2022.

10 At the preliminary injunction hearing on March 25, 2022, the parties stipulated to an extension of
11 the temporary restraining order pending resolution of the Injunctive Relief Motion. Transcript of
12 March 25, 2022, Hearing, page 125.

13 The condominium-hotel arrangement at the Grand Sierra Resort constitutes a common-interest
14 community.

15 The rights and obligations of all unit owners at the Grand Sierra Resort are defined in Nevada
16 Revised Statutes, Chapter 116.

17 Each unit owner's Deed and Title to their Units at the Grand Sierra Resort, is subject to the
18 covenants, conditions, restrictions and reservations included in the Seventh Amendment to
19 Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements,
20 ("7th Amended CC&Rs").

21 These covenants, conditions, restrictions and reservations limit the owner's property interest.

22 Section 9.1, appearing on pages 48 and 49 of the 7th Amended CC&Rs, provides as follows:

23 a. At a meeting duly called for such purpose and open to attendance by all Unit Owners, the
24 Unit Owners by affirmative vote of the Unit Owners who own eighty percent (80%) or
25 more in the aggregate of the entire percentage ownership interest in the Common Elements
26 may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at
27 which such sale is approved, the Board shall give written notice of such action to each First
28 Mortgagee. Such action shall be binding upon all Unit Owners, and it shall thereupon

1 become the duty of every Unit Owner to execute and deliver such instruments and to
2 perform all acts as in manner and form may be necessary to effect such sale.

3 Section 9.1 of the 7th Amended CC&Rs sets forth both a right and obligation of the unit owners
4 that has been a part of their Deed and Title to their Units since the date they purchased their units.

5 Defendants and its privies are currently the owner of over 80% of the units of GSRUOA.

6 The notice of the unit owners meeting at issue in these injunctive relief proceedings is Exhibit 3 to
7 the Injunctive Relief Motion. That notice complies with NRS 116 and Section 9.1 of the 7th
8 Amended CC&Rs.

9 The Court has previously made Findings that Defendants are systematically attempting to increase
10 the various fees in order to devalue the units. October 9, 2015 Order par. 142-143.

11 The Court has previously made Findings that Defendants breached the Unit Maintenance
12 Agreement and the Unit Rental Agreement. October 9, 2015 Order par. 146.

13 The findings made in the October 9, 2015 Order do not preclude the Defendants, as owners of
14 more than 80% of the units,² from proceeding under Section 9.1 of the 7th Amended CC&Rs.

15 The January 7, 2015 Order Appointing Receiver and Directing Defendants' Compliance provides:

16 Defendants, and their agents, servants and employees, and those acting in concert with
17 them, shall not engage in or perform directly or indirectly, any or all of the following acts: a.
18 Interfering with the Receiver, directly or indirectly, in the management and operation of the
19 Property . . . c. Doing any act which will, or which will tend to, impair, defeat, divert, prevent
20 or prejudice the preservation of the Property or the interest in the Plaintiffs in the Property

21 January 7, 2015 Order at page 8 lines 2-11. Defendants efforts under Section 9.1 of the 7th
22 Amended CC&Rs do not violate this provision of the January 7, 2015 Order.

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² See Paragraph 6 of Declaration of David C. McElhinney filed on March 17, 2022 as Exhibit 12 of the Opposition to
the Injunctive Relief Motion.

1 The Receiver's authority is governed by the January 7, 2015 Order which gives certain authority over
2 the management and operation of the GSRUOA but does not extend to oversight over ownership
3 of the units.

4 The CC&R's constitute deed restrictions that limit and define Plaintiffs' interest in their units.
5

6 The judgment entered October 9, 2015 does not include the depreciation or diminution in value of
7 the units. As with any type of sale, a unit owner may assign, retain or otherwise reserve such a claim
8 from a transfer. These claims may have been preserved and may be retained by a unit owner, in this
9 matter, at the time of any transfer.³

10 In deciding an injunctive relief motion the court is guided by NRCP 65 and NRS 33.010.
11

12 Under the statute, an injunction may be granted under the following circumstances:

- 13 1. When it shall appear by the complaint that the plaintiff is entitled to the relief demanded,
14 and such relief or any part thereof consists in restraining the commission or continuance of
the act complained of, either for a limited period or perpetually.
- 15 2. When it shall appear by the complaint or affidavit that the commission or continuance of
some act, during the litigation, would produce great or irreparable injury to the plaintiff.
- 16 3. When it shall appear, during the litigation, that the defendant is doing or threatens, or is
17 about to do, or is procuring or suffering to be done, some act in violation of the plaintiff's
rights respecting the subject of the action and tending to render the judgment ineffectual.

18
19 Injunctive relief is equitable in nature and allows a Court to fashion a remedy balancing the interests
20 of the parties that protects the right of the movant.

21 NRS 116.2118⁴ governs the termination of a common-interest community.
22

23 ³ To avoid confusion in this matter, a written notice of the intent to retain any of the claims must be made prior to the
24 sale.

25 ⁴ That statute provides:

- 26 1. Except in the case of a taking of all the units by eminent domain, in the case of foreclosure against an entire
cooperative of a security interest that has priority over the declaration, or in the circumstances described in NRS
27 116.2124, a common-interest community may be terminated only by agreement of units' owners to whom at least 80
percent of the votes in the association are allocated, or any larger percentage the declaration specifies, and with any other
28 approvals required by the declaration. The declaration may specify a smaller percentage only if all of the units are
restricted exclusively to nonresidential uses.
2. An agreement to terminate must be evidenced by the execution of an agreement to terminate, or ratifications
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1 NRS 116.2118(1), allows for the termination of a common-interest community by agreement of unit
2 owners to whom at least 80% of the votes in the association are allocated.

3 NRS 116.2118(2), provides that an agreement to terminate the common interest community must be
4 evidenced by the execution of an agreement to terminate, or ratifications thereof, in the same
5 manner as a deed, by the requisite number of unit owners.
6

7 NRS 116.2118 (1), dictates that the respective interests of unit owners are the fair market value of
8 their units.

9 Sale of the Plaintiffs' units will not operate to extinguish a unit owner's claims for damages which
10 exist at the time of the "transfer" and are retained by a unit owner.
11

12
13 which the agreement will be void unless it is recorded before that date. An agreement to terminate and all ratifications
14 thereof must be recorded in every county in which a portion of the common-interest community is situated and is
15 effective only upon recordation.

16 3. In the case of a condominium or planned community containing only units having horizontal boundaries described
17 in the declaration, an agreement to terminate may provide that all of the common elements and units of the common-
18 interest community must be sold following termination. If, pursuant to the agreement, any real estate in the common-
19 interest community is to be sold following termination, the agreement must set forth the minimum terms of the sale.

20 4. In the case of a condominium or planned community containing any units not having horizontal boundaries
21 described in the declaration, an agreement to terminate may provide for sale of the common elements, but it may not
22 require that the units be sold following termination, unless the declaration as originally recorded provided otherwise or
23 all the units' owners consent to the sale.

24 5. The association, on behalf of the units' owners, may contract for the sale of real estate in a common-interest
25 community, but the contract is not binding on the units' owners until approved pursuant to subsections 1 and 2. If any
26 real estate is to be sold following termination, title to that real estate, upon termination, vests in the association as trustee
27 for the holders of all interests in the units. Thereafter, the association has all powers necessary and appropriate to effect
28 the sale. Until the sale has been concluded and the proceeds thereof distributed, the association continues in existence
with all powers it had before termination. Proceeds of the sale must be distributed to units' owners and lienholders as
their interests may appear, in accordance with NRS 116.21183 and 116.21185. Unless otherwise specified in the
agreement to terminate, as long as the association holds title to the real estate, each unit's owner and his or her
successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted the
unit. During the period of that occupancy, each unit's owner and his or her successors in interest remain liable for all
assessments and other obligations imposed on units' owners by this chapter or the declaration.

6. In a condominium or planned community, if the real estate constituting the common-interest community is not to
be sold following termination, title to the common elements and, in a common-interest community containing only units
having horizontal boundaries described in the declaration, title to all the real estate in the common-interest community,
vests in the units' owners upon termination as tenants in common in proportion to their respective interests as provided
in NRS 116.21185, and liens on the units shift accordingly. While the tenancy in common exists, each unit's owner and
his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly
constituted the unit.

7. Following termination of the common-interest community, the proceeds of a sale of real estate, together with the
assets of the association, are held by the association as trustee for units' owners and holders of liens on the units as their
interests may appear.

1 NRS 116.21185 provides for resolution of value of interests following termination.⁵

2 Plaintiffs have alleged that the appraisal done at the request of Defendants was not done by the
3 GSRUOA. The Court agrees. As a result, the Court will permit unit owners to contest the
4 appraisals and present their own appraisals setting forth their claimed fair market value.

5
6 Currently there are a number of Applications for Issuance of Orders to Show Cause related to
7 Defendants conduct with respect to the Receiver.⁶ These Applications for OSC will be decided
8 and, if cause is shown, hearings on these issues will proceed.

9
10 Currently the Receiver has not been paid as directed by the January 7, 2015 Order. As Defendants
11 are the 80% owners of the units at GSRUOA; are the owners noticing the meeting seeking
12 dissolution of GSRUOA, and sale under NRS 116.2118, Defendants must address this issue prior to
13 sale.

14
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16 ⁵ NRS 116.21185 Respective interests of units' owners following termination. The respective interests of units'
owners referred to in subsections 5, 6 and 7 of NRS 116.2118 and in NRS 116.21183 are as follows:

17 1. Except as otherwise provided in subsection 2, the respective interests of units' owners are the fair market values
18 of their units, allocated interests, and any limited common elements immediately before the termination, as determined
19 by one or more independent appraisers selected by the association. The decision of the independent appraisers must be
20 distributed to the units' owners and becomes final unless disapproved within 30 days after distribution by units' owners
to whom 25 percent of the votes in the association are allocated. The proportion of interest of any unit's owner to that
of all units' owners is determined by dividing the fair market value of that unit and its allocated interests by the total fair
market values of all the units and their allocated interests.

21 2. If any unit or any limited common element is destroyed to the extent that an appraisal of the fair market value
thereto before destruction cannot be made, the interests of all units' owners are:

- 22 (a) In a condominium, their respective interests in the common elements immediately before the termination;
23 (b) In a cooperative, their respective ownerships immediately before the termination; and
(c) In a planned community, their respective liabilities for common expenses immediately before the termination..

24 ⁶ Those include:

25 Plaintiffs' 04/25/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)
26 Plaintiffs' 03/02/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)
27 Plaintiffs' 02/01/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)
28 Plaintiffs' 11/19/21 Motion for Order to Show Cause (Defendants' contempt for violating 01/17/15 Order) and,
12/23/21 Plaintiffs' 09/27/21 Motion for Order to Show Cause (Defendants' contempt for violating 01/17/15 Order)
Plaintiffs' 2/11/21 Motion for Order to Show Cause (Defendants' contempt for violating 12/24/22 order)
These are referred to collectively as the Applications for OSC.

1 The Court makes the following legal conclusions:

2 After balancing the interests of the parties and in evaluating the legal issues, the Court concludes
3 that Plaintiffs will suffer irreparable injury if no relief is granted. The Court has fashioned a remedy
4 that balances the rights of both parties in this matter.
5

6 The Court concludes the Plaintiffs will not suffer irreparable harm if the statutory process under
7 NRS 116.2118 et seq. along with Court supervision as outlined herein is followed.

8 The Court concludes Defendants property interest are protected by issuance of this relief.

9 Therefore, the Court issues the following Orders:

10 IT IS THEREFORE ORDERED, that the Grand Sierra unit owners are allowed to proceed with
11 their vote to terminate the GSRUOA and election to sell the Property as a whole.
12

13 IT IS FURTHER ORDERED that prior to a sale of the Property as a whole, the Court shall enter
14 an Order on motion to terminate and or modify the Receivership that addresses the issues of
15 payment to the Receiver and his counsel, the scope of the wind up process of the GSRUOA to be
16 overseen by the Receiver, as well as the responsibility for any amounts which are awarded as a result
17 of the pending Applications for OSC.
18

19 IT IS FURTHER ORDERED that no sale of the units at GSRUOA or the property rights related to
20 the GSRUOA and the units which currently compose GSRUOA shall occur until further order of
21 this Court which includes a process for the resolution of any retained claims by Plaintiffs and
22 procedure for the determination of fair market value of Plaintiffs' units under NRS 116.2118 et seq.
23

24 IT IS FURTHER ORDERED that this Court shall provide supervision of the appraisal process of
25 the units in order to assure that Plaintiffs are provided an opportunity to submit their own appraisal
26 of their respective units for consideration and determination of the fair market value of the units and
27 their allocated interests.
28

1 IT IS FURTHER ORDERED that Defendants and anyone acting on their behalf are restrained
2 from transferring, selling or otherwise alienating, the units at GSRUOA or the property rights
3 related to the GSRUOA and the units which currently compose GSRUOA pending further order of
4 the Court.
5

6 IT IS FURTHER ORDERED that the bond posted by Plaintiffs in the amount of \$50,0000,
7 following the Court's granting a Temporary Restraining Order on March 11, 2022, remain in place
8 as adequate security for this Preliminary Injunction.

9 IT IS FURTHER ORDERED that in all other respects the Injunctive Relief Motion is denied.
10
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12 Dated this 5th day December, 2022.

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14 Hon. Elizabeth Gonzalez, (Ret.)
15 Sr. District Court Judge
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DALE KOTCHKA-ALANES
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20 of the parties that protects the right of the movant.

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16 3. In the case of a condominium or planned community containing only units having horizontal boundaries described
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2 Plaintiffs have alleged that the appraisal done at the request of Defendants was not done by the
3 GSRUOA. The Court agrees. As a result, the Court will permit unit owners to contest the
4 appraisals and present their own appraisals setting forth their claimed fair market value.

5
6 Currently there are a number of Applications for Issuance of Orders to Show Cause related to
7 Defendants conduct with respect to the Receiver.⁶ These Applications for OSC will be decided
8 and, if cause is shown, hearings on these issues will proceed.

9
10 Currently the Receiver has not been paid as directed by the January 7, 2015 Order. As Defendants
11 are the 80% owners of the units at GSRUOA; are the owners noticing the meeting seeking
12 dissolution of GSRUOA, and sale under NRS 116.2118, Defendants must address this issue prior to
13 sale.

14
15
16 ⁵ NRS 116.21185 Respective interests of units' owners following termination. The respective interests of units'
owners referred to in subsections 5, 6 and 7 of NRS 116.2118 and in NRS 116.21183 are as follows:

17 1. Except as otherwise provided in subsection 2, the respective interests of units' owners are the fair market values
18 of their units, allocated interests, and any limited common elements immediately before the termination, as determined
19 by one or more independent appraisers selected by the association. The decision of the independent appraisers must be
20 distributed to the units' owners and becomes final unless disapproved within 30 days after distribution by units' owners
to whom 25 percent of the votes in the association are allocated. The proportion of interest of any unit's owner to that
of all units' owners is determined by dividing the fair market value of that unit and its allocated interests by the total fair
market values of all the units and their allocated interests.

21 2. If any unit or any limited common element is destroyed to the extent that an appraisal of the fair market value
thereto before destruction cannot be made, the interests of all units' owners are:

- 22 (a) In a condominium, their respective interests in the common elements immediately before the termination;
23 (b) In a cooperative, their respective ownerships immediately before the termination; and
(c) In a planned community, their respective liabilities for common expenses immediately before the termination..

24 ⁶ Those include:

25 Plaintiffs' 04/25/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)

26 Plaintiffs' 03/02/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)

27 Plaintiffs' 02/01/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)

28 Plaintiffs' 11/19/21 Motion for Order to Show Cause (Defendants' contempt for violating 01/17/15 Order) and,
12/23/21 Plaintiffs' 09/27/21 Motion for Order to Show Cause (Defendants' contempt for violating 01/17/15 Order)
Plaintiffs' 2/11/21 Motion for Order to Show Cause (Defendants' contempt for violating 12/24/22 order)

These are referred to collectively as the Applications for OSC.

1 The Court makes the following legal conclusions:

2 After balancing the interests of the parties and in evaluating the legal issues, the Court concludes
3 that Plaintiffs will suffer irreparable injury if no relief is granted. The Court has fashioned a remedy
4 that balances the rights of both parties in this matter.
5

6 The Court concludes the Plaintiffs will not suffer irreparable harm if the statutory process under
7 NRS 116.2118 et seq. along with Court supervision as outlined herein is followed.

8 The Court concludes Defendants property interest are protected by issuance of this relief.

9 Therefore, the Court issues the following Orders:

10 IT IS THEREFORE ORDERED, that the Grand Sierra unit owners are allowed to proceed with
11 their vote to terminate the GSRUOA and election to sell the Property as a whole.
12

13 IT IS FURTHER ORDERED that prior to a sale of the Property as a whole, the Court shall enter
14 an Order on motion to terminate and or modify the Receivership that addresses the issues of
15 payment to the Receiver and his counsel, the scope of the wind up process of the GSRUOA to be
16 overseen by the Receiver, as well as the responsibility for any amounts which are awarded as a result
17 of the pending Applications for OSC.
18

19 IT IS FURTHER ORDERED that no sale of the units at GSRUOA or the property rights related to
20 the GSRUOA and the units which currently compose GSRUOA shall occur until further order of
21 this Court which includes a process for the resolution of any retained claims by Plaintiffs and
22 procedure for the determination of fair market value of Plaintiffs' units under NRS 116.2118 et seq.
23

24 IT IS FURTHER ORDERED that this Court shall provide supervision of the appraisal process of
25 the units in order to assure that Plaintiffs are provided an opportunity to submit their own appraisal
26 of their respective units for consideration and determination of the fair market value of the units and
27 their allocated interests.
28

1 IT IS FURTHER ORDERED that Defendants and anyone acting on their behalf are restrained
2 from transferring, selling or otherwise alienating, the units at GSRUOA or the property rights
3 related to the GSRUOA and the units which currently compose GSRUOA pending further order of
4 the Court.
5

6 IT IS FURTHER ORDERED that the bond posted by Plaintiffs in the amount of \$50,0000,
7 following the Court's granting a Temporary Restraining Order on March 11, 2022, remain in place
8 as adequate security for this Preliminary Injunction.

9 IT IS FURTHER ORDERED that in all other respects the Injunctive Relief Motion is denied.
10

11
12 Dated this 5th day December, 2022.

13
14 
15 Hon. Elizabeth Gonzalez, (Ret.)
16 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 5th day of December, 2022, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

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JENNIFER HOSTETLER, ESQ.



Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)¹

Pursuant to WDCR 12(5) the Court after consideration of the Plaintiffs' November 6, 2015 Motion in Support of Punitive Damages Award ("Punitive Damages Motion"), the Defendants' December 1, 2020 opposition ("Opposition"), Plaintiffs' July 30, 2020 Reply in Support of Award of Punitive Damages ("Punitive Damages Reply"), Plaintiffs' July 6, 2022 Punitive Damages Summary, Defendants' July 6, 2022 Trial Summary, the oral argument and evidence submitted by the parties during the hearing on July 8 and 18, 2022, a review of the briefing, exhibits, testimony of the witness, transcripts of the proceedings as well as the evidence in the record, including but not

¹ On January 21, 2021, Chief District Court Judge Scott Freeman, entered an Order Disqualifying All Judicial Officers of the Second Judicial District Court. On September 19, 2022, the Nevada Supreme Court entered a Memorandum of Temporary Assignment, appointing the undersigned Senior Judge.

1 limited to, evidence submitted during the underlying hearing on compensatory damages, and being
2 fully informed rules on the Punitive Damages Motion²:

3 The Court conducted a prove up hearing on March 23-25, 2015³ after striking the Defendants
4 answer for discovery abuses and entering a default. This resulted in an admission as true all
5 allegations contained in the Second Amended Complaint. An order awarding damages and making
6 factual findings was entered on October 9, 2015. The Court at that time requested further briefing
7 on the issue of punitive damages and ordered the parties to contact chambers to schedule a hearing.
8 Defendants have argued the Unit Maintenance Agreement and Unit Rental Agreement prohibit an
9 award of punitive damages and limit an award of compensatory damages. These arguments were
10 already raised and rejected when the Court issued its October 9, 2015 Order.
11
12

13 The economic loss doctrine does not apply to limit Plaintiffs' recovery for intentional torts.⁴
14
15

16 ² Although no written order finding that punitive damages were warranted was entered after the July 8, 2022 hearing and
17 prior to the commencement of the July 18, 2022 hearing, it appears that all involved agreed that the July 18 hearing
18 would not be necessary if Senior Justice Saitta found that punitive damages should not be awarded. The motion was
19 granted orally during the July 18, 2022 hearing. 7/18/2022 Transcript, p. 10, l. 1-2. The findings stated on the record
20 were:

21 There were five tort claims set forth by the plaintiffs in an earlier hearing. Number 1, we have a tortious interference
22 with contract; we have fraud; we have conversion; we have deceptive trade practices -- it appears as if I'm missing one --
23 oh, tortious breach of the covenant of good faith and fair dealing; fraud and intentional misrepresentation -- let me be
24 clear on that one -- violation of the Deceptive Trade Practices Act. And I believe that that contains all the necessary
25 findings that need to be made for us to proceed in our hearing today.

26 7/18/2022 Transcript, p. 10; l. 8-18.

27 ³ Regardless of what an earlier Judge called the proceeding, the March 2015 evidentiary hearing was a bench trial. The
28 Court has determined that this is a bench trial based upon the USJR definitions.

According to the definitions in the data dictionary, a bench trial is held when a trial begins and evidence is taken or witnesses are sworn. Accordingly, if you have indicated that the bench trial was held, then a corresponding bench trial disposition should be used to dispose of the case.

See https://nvcourts.gov/AOC/Programs_and_Services/Research_and_Statistics/FAQs/#civil1. The length of time between the first portion of the trial and the conclusion of the trial is one which is unacceptable in the administration of justice in Nevada.

⁴ *Halcrow, Inc. v. Eighth Jud. Dist. Ct.*, 129 Nev. 394, 402 fn. 2 (2013).

1 The Nevada Legislature has limited the recovery of punitive damages in NRS 42.005.⁵

2 The Court in the October 9, 2015 Order found that the Defendants had made intentional
3 misrepresentations(fraud), breached the covenant of good faith and fair dealing, and converted the
4 property of the Plaintiffs.

5
6 The Court is tasked, in part, with determining which causes of action support the punitive damages
7 claim and warrant the award of punitive damages, if any.

8 While it is unclear whether the breach of the implied covenant finding in the October 9, 2015 Order
9 is sufficient to support a punitive damages award, the conduct related to the conversion and
10 intentional misrepresentation/fraud claims clearly warrant consideration of such damages.

11 Defendants' officers, including Kent Vaughan, Defendants' Senior Vice President of Operations,
12 admitted to the tortious scheme.⁶
13

14
15 ⁵ That statute provides in pertinent part:

16 1. Except as otherwise provided in [NRS 42.007](#), in an action for the breach of an obligation not arising from
17 contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud or
18 malice, express or implied, the plaintiff, in addition to the compensatory damages, may recover damages for the sake of
19 example and by way of punishing the defendant. Except as otherwise provided in this section or by specific statute, an
award of exemplary or punitive damages made pursuant to this section may not exceed:

(a) Three times the amount of compensatory damages awarded to the plaintiff if the amount of compensatory
damages is \$100,000 or more; or

20 * * *

21 3. If punitive damages are claimed pursuant to this section, the trier of fact shall make a finding of whether such
22 damages will be assessed. If such damages are to be assessed, a subsequent proceeding must be conducted before the
same trier of fact to determine the amount of such damages to be assessed. The trier of fact shall make a finding of the
amount to be assessed according to the provisions of this section...

23 ⁶ Vaughn testified in deposition on August 26, 2013. Relevant portions of the transcript show the conscious decision by
24 an officer of Defendants.

25 Q. How did you first come to know in July of 2011 that the Grand Sierra was taking in income for units that
were not in the unit rental program?

26 A. I authorized the front desk to use non-rental units due to demand, consumer demand.

27 Q. And when you authorized the front desk in was it July of 2011 –

A. Yes.

28 Q. -- to use units that were not in the unit rental program, did you or anyone else that you know of who
represents the Grand Sierra, contact the Grand Sierra Resort unit rental owners who were not in the program,
to advise them of this policy?

1 The Court finds the given the prior striking of Defendant's answer, Vaughn's testimony alone is
2 sufficient to meet the burden of proof of clear and convincing evidence to prove malice, oppression
3 or fraud related to the tortious scheme.

4 The damages awarded in the October 9, 2015 Order are based in part on contract claims. Damages
5 for the tort claims were based upon the same calculations and testimony provided by Plaintiffs' sole
6 witness. This crossover does not preclude an award of punitive damages related to the tort damages
7 but limits a double recovery.
8

9 A plaintiff may assert several claims for relief and be awarded damages on different theories.
10 It is not uncommon to see a plaintiff assert a contractual claim and also a cause of action
11 asserting fraud based on the facts surrounding the contract's execution and performance. See
12 Amoroso Constr. v. Lazovich and Lazovich, 107 Nev. 294, 810 P.2d 775 (1991). The
13 measure of damages on claims of fraud and contract are often the same. However, Marsh is
14 not permitted to recover more than her total loss plus any punitive damages assessed. She
can execute on the assets of any of the five parties to the extent of the judgments entered
against them until she recovers her full damages.

15 Topaz Mutual Co. v. Marsh, 108 Nev. 845, (1992) at pages 851- 852.

16 After review of all of the available evidence the Court concludes that two categories of damages
17 from the October 2015 Order warrant and support an award of punitive damages:

18 Damages awarded for underpaid revenues \$442,591.83 fall within the conversion claim⁷ and
19 intentional misrepresentation/fraud⁸;
20

21
22
23 A. No.

24 Q. Why?

25 A. I didn't have authorization to rent them.

Q. So it was a conscious decision to rent them without authorization?

A. Yes.

26 Vaughan Transcript, Ex. 1 to Reply, at p. 29 l. 3-21.

27 ⁷ October 9, 2015 Order, Conclusion of Law C, at p. 16 l. 16 to p. 17 l. 4.

28 ⁸ October 9, 2015 Order, Conclusion of Law I, at p. 18 l. 15 to l. 22.

1 Damages awarded for the rental of units of owners who had no rental agreements

2 \$4,152,669.13 falls within the conversion claim⁹ and intentional misrepresentation/fraud¹⁰;

3 The award of punitive damages on these claims would not act as a double recovery for Plaintiffs.

4 The Court finds that the remaining damages awarded in the October 9, 2015 Order are based on
5 contract claims rather than tort claims and not appropriate for consideration of punitive damages.
6

7 Given Defendants' tortious scheme and the intentional misconduct of Defendants, punitive
8 damages in this case are appropriate to set an example.

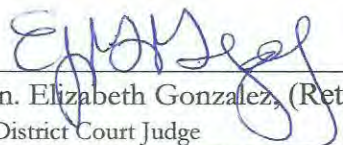
9 The amount of these damages serve to punish and will not destroy Defendants.¹¹

10 While the Court recognizes that there is a spectrum of percentages which have been awarded in
11 various Nevada punitive damages cases, given the nature of the conduct and procedural history of
12 this case, the Court concludes the appropriate multiplier in this matter is two (2) times the
13 compensatory award for the conversion claim and intentional misrepresentation/fraud claim.
14

15 Accordingly based on the compensatory damages for which punitive damages are appropriate
16 totaling \$4,595,260.96 the Court awards punitive damages in the total amount of \$9,190,521.92
17

18 Plaintiffs counsel is directed to submit a final judgment consistent with the October 9, 2015 Order
19 and this Order.
20

21 Dated this 17th day of January 2023.

22
23 
24 Hon. Elizabeth Gonzalez, (Ret.)
25 Sr. District Court Judge

26 ⁹ October 9, 2015 Order, Conclusion of Law C, at p. 16 l. 16 to p. 17 l. 4.

27 ¹⁰ October 9, 2015 Order, Conclusion of Law I, at p. 18 l. 15 to l. 22.

28 ¹¹ See July 18, 2022 transcript (sealed), p. 100 l. 2 to p. 101 l. 5.

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 17th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

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Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS filed 12/1/23.¹ This motion is granted.

The Order Appointing Receiver was entered on January 17, 2015 (the "Appointment Order"). The Appointment Order appointed the Receiver over Grand Sierra Resort Unit Owners Association ("GSRUOA") including units owned by Defendants. The units owned by Defendants are

¹ The Court has also reviewed the Defendants' Opposition filed on 12/14/2022, Plaintiffs' Opposition filed on 12/14/2022, and the Receiver's Omnibus Reply filed 12/19/2022.

specifically included in the definition of “the Property” and fall within the scope of the Receiver’s responsibilities. Appointment Order at page 1, line 27 to page 2, line 9.

The Appointment Order and its interpretation has been subject to motion practice as part of the tortured history of this matter. Pursuant to a Court order, the Receiver acts in place of the Board. Section 8a of the Appointment Order unambiguously provides the Receiver with the power to “pay and discharge out of the Property’s rents and/or GSRUOA monthly dues collections all the reasonable and necessary expenses of the receivership . . . including all of the Receiver’s and related fees”.

Central to answering the inquiries posed by the Receiver is the scope of the Receiver’s authority. Despite the arguments made by the Defendants, the Receiver is responsible over the entire GSRUOA. The GSRUOA includes not only units owned by Plaintiffs but also units owned by Defendants (collectively the “Parties”). While the Receiver is not to collect rent from the units of those who are not Parties to this action, the rent from the units owned by the Parties are to be paid to the Receiver and utilized for the purposes identified in the Appointment Order including payment of the Receiver’s expenses. These expenses can only be paid from the rents which are earned by the units owned by the Parties to the action, i.e. the Plaintiffs and the Defendants units.

As such the Court responds to the inquiries posed by the Receiver as follows:

The Receiver’s calculated Daily Use Fee (DUF), Shared Facilities Unit Expenses (SFUE), and Hotel Expense (HE) fees apply to both the Plaintiffs owned units and Defendants owned units. The rental income to be collected by the Receiver relates to units owned both by the Plaintiffs and Defendants. The Court confirms that, “in accordance with the Governing Documents”, including the “Findings of Fact, Conclusions of Law and Judgment, Filed October 9, 2015” that the Receiver has the authority to direct, audit, oversee, and implement the reserve study for all 670 condominium units.

1 Consistent with the Order entered on December 5, 2022 the Defendants are prevented from
2 foreclosing upon any other units owned by Plaintiffs until further order of the Court. Defendants
3 have indicated in their Opposition that they are in compliance with this Order.

4 The Receiver has not been paid. This is a result of the disagreements between the Parties as to the
5 allocation of expenses and the inability, without clarification, for the Receiver to calculate the
6 permissible expenses for Defendants to deduct from the revenue of the Parties units. The Court has
7 recognized this as an issue which must be resolved and has addressed it in the Order entered on
8 December 5, 2022.²

9
10 Attached as Exhibit 1 to the Receiver's Omnibus Reply is a spreadsheet with calculations based
11 upon the various orders of the Court. The Court notes these calculations appear to include only
12 units owned by Plaintiffs. If either Plaintiffs or Defendants object to the calculations contained in
13 Exhibit 1, a written objection shall be filed within 15 judicial days of entry of this Order. If an
14 objection is filed, the Receiver may file a response to the objection within 15 days of the filing of the
15 objection. If no objection is filed, the Defendants shall make the deposits of rent listed in the
16 column on the far right of each page of Exhibit 1 in the total amount of \$1,103,950.99 into the
17 Receiver's bank account within 25 judicial days of entry of this Order. Prior to making any
18 disbursements, the Receiver shall file a motion with the Court outlining the funds received and the
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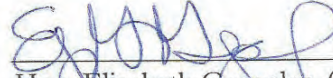
24 ² The language in the Order provides in part:

25 IT IS FURTHER ORDERED that prior to a sale of the Property as a whole, the Court shall enter an Order on motion
26 to terminate and or modify the Receivership that addresses the issues of payment to the Receiver and his counsel, the
27 scope of the wind up process of the GSRUOA to be overseen by the Receiver, as well as the responsibility for any
28 amounts which are awarded as a result of the pending Applications for OSC.

Order dated December 5, 2022, p. 7 at line 13-18.

1 proposed distributions for the Receiver's fees and expenses as well as amounts set aside for reserve
2 and any proposed distributions to the Parties.
3

4 Dated this 26th day January, 2023.

5 

6 Hon. Elizabeth Gonzalez, (Ret.)
7 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 26th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

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Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

Defendants' Motion for Instructions to Receiver Re Reimbursement of Capital

Expenditures filed 5/21/20.¹ This motion is denied.

No one disputes Defendants have made substantial upgrades and improvements to the GSR property ("Property") over the last five years. The issue at the heart of the motion is whether the unit owners of GSRUOA are required by the CC&Rs to bear a portion of this remodeling expense.

¹ The Court has also reviewed the Plaintiffs Opposition filed on 6/18/2020, and the Defendants Reply filed 7/10/2020.

1 Section 6.2 of the CC&Rs recognize that the unit owners of GSRUOA must share in certain
2 expenses related to "Common Elements". The Court finds that the requested expenses for the
3 remodeling do not fall within the definition of "Common Elements".
4

5 The procedures required under section 6.10(a) were not followed prior to the remodeling expenses
6 being incurred. The Court declines to find the remodeling expenses are "extraordinary
7 expenditures" which would permit reimbursement under Section 6.10(b).
8

Dated this 26th day January, 2023.

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11 _____
12 Hon. Elizabeth Gonzalez, (Ret.)
13 Sr. District Court Judge
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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

Defendants' Motion for Instructions Re Reimbursement of 2020 Capital Expenditures filed 6/24/21.¹ This motion is denied.

As the Court noted in the motion related to the prior request for the reimbursement of capital expenses, no one disputes Defendants have made substantial upgrades and improvements to the GSR property ("Property") over the last five years. The issue at the heart of the motion is again

¹ The Court has also reviewed the Plaintiffs Opposition filed on 10/11/2021, and the Defendants Reply filed 11/10/2021.

1 whether the unit owners of GSRUOA are required by the CC&Rs to bear a portion of these
2 expenses.

3 Section 6.2 of the CC&Rs recognize that the unit owners of GSRUOA must share in certain
4 expenses related to "Common Elements". The Court finds that the requested expenses for 2020 do
5 not fall within the definition of "Common Elements".
6

7 The procedures required under section 6.10(a) were not followed prior to the 2020 expenses being
8 incurred. The Court declines to find the 2020 expenses are "extraordinary expenditures" which
9 would permit reimbursement under Section 6.10(b).
10

11
12 Dated this 26th day January, 2023.

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15 Hon. Elizabeth Gonzalez, (Ret.)
16 Sr. District Court Judge
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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' EMERGENCY
MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS
TERMINATING THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION
WITHOUT NECESSARY REVISIONS TO THE SUBJECT DOCUMENTS

Plaintiffs' Ex Parte Motion for Order Shortening Time on Emergency Motion for Instructions to
Receiver to Not Execute Documents Terminating the Grand Sierra Resort Unit Owners'
Association Without Necessary Revisions to Subject Documents filed on January 13, 2023 ("Motion
for OST") was granted by the Court. The Court held oral argument on Plaintiffs' Emergency
Motion for Instructions to Receiver to Not Execute Documents Terminating the Grand Sierra
Resort Unit Owners' Association Without Necessary Revisions to the Subject Documents, filed
January 13, 2023 ("Motion") via videoconference on January 18, 2023.

1 The Motion requests the Court instruct the Receiver to not execute any documents related to the
2 termination of the Grand Sierra Resort Unit Owners' Association ("GSRUOA") until such
3 documents are revised to comply with applicable law. Namely, Plaintiffs argue that Defendants'
4 proposed Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and
5 Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Agreement to
6 Terminate") does not comply with NRS 116.2118(5).

7
8 The Agreement to Terminate states that "[a]t the Meeting, Hotel Unit Owner and 80% Units'
9 Owners authorized the Hotel Unit Owner, on behalf of the Units' Owners, to contract for the sale
10 of real estate owned by the Units' Owners in the Condominium Hotel," NRS 116.2118(5) states that
11 "[t]he association, on behalf of the units' owners, may contract for the sale of the real estate in a
12 common-interest community," (Motion at 2:12-23.) This conflict is the basis of Plaintiffs'
13 Motion.
14

15 The Court agrees with Plaintiffs' concern about this conflict. Pursuant to NRS 116.2118(5), only the
16 "association" – the GSRUOA – may hold title to the condominium units as trustee upon
17 termination and subsequently contract for sale of those condominium units. The Hotel Unit
18 Owner, Defendant MEI-GSR Holdings, LLC, may not do so. The Court-ordered receivership over
19 the GSRUOA will continue after the GSRUOA termination until further order of the Court in
20 accordance with this Courts' orders and NRS 116.2118(5).

21
22 Under NRS 116.2118(5), because the real estate of the association is to be sold following
23 termination, title to that real estate, upon termination, vests in the association as trustee for the
24 holders of all interests in the units. Thereafter, the association has all powers necessary and
25 appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof
26 distributed, the association continues in existence with all powers it had before termination. As long
27
28

1 as the association holds title to the real estate, each unit's owner and his or her successors in interest
2 have an exclusive right to occupancy of the portion of the real estate that formerly constituted the
3 unit. During the period of that occupancy, each unit's owner and his or her successors in interest
4 remain liable for all assessments and other obligations imposed on units' owners by this chapter or
5 the declaration.
6

7 Any sale of the GSRUOA units will be conducted in accordance with the Court's December 5, 2022
8 Order.

9 The Court declines to rule on any other matters because it would be unfair to the Defendants given
10 they had no opportunity to brief the issues.
11

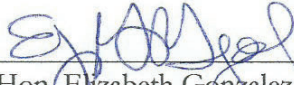
12 IT IS HEREBY ORDERED, that Plaintiffs' Motion is GRANTED in part and DENIED in part.

13 The Court affirms that the GSRUOA, through the Receiver, is to take title to the Plaintiffs' and
14 Defendants' condominium units ("property") as trustee upon termination of the association, and is
15 the only entity with authority to contract for the sale of the property. The GSRUOA shall continue
16 to operate under the receivership and the Receiver shall have the sole authority to act on behalf of
17 the association until the sale is concluded and further order from the Court. Any sale of the property
18 must be conducted in accordance with the Court's December 5, 2023.
19

20 IT IS FURTHER ORDERED, that the Receiver is instructed to not execute any documents relating
21 to the termination of the GSRUOA or subsequent sale of Plaintiffs' and Defendants' condominium
22 units which do not comply with this order. As discussed during the January 18, 2022 hearing, the
23 Defendants may submit to the Receiver an agreement to terminate that replaces the words "Hotel
24 Unit Owner" with "Association."
25
26
27
28

1 IT IS FURTHER ORDERED, that the vote held on January 18, 2023 to terminate the GSRUOA is
2 not invalidated at this time. However, the Court reserves judgement on whether the vote was valid
3 in light of the Agreement to Terminate's deviation from NRS 116.2118.
4

5 Dated this 26th day January, 2023.

6 
7 _____
8 Hon. Elizabeth Gonzalez, (Ret.)
9 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 26th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

TODD ALEXANDER, ESQ.

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9 Telephone: (775) 329-3151
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11 *Attorneys for the Receiver for the Grand Sierra Resort*
12 *Unit Owners' Association, Richard M. Teichner*

13
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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,
Plaintiff,

Case No.: CV12-02222
Dept. No.: 10

vs.

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, GRAND SIERRA RESORT
UNIT OWNERS' ASSOCIATION, a Nevada
nonprofit corporation, GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC, a
Nevada Limited Liability Company; AM-GSR
HOLDINGS, LLC, a Nevada Limited Liability
Company; and DOE DEFENDANTS 1
THROUGH 10, inclusive,
Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that the ORDER REGARDING RECEIVER'S MOTION FOR
ORDERS & INSTRUCTIONS was filed on January 26, 2023, a copy of which is attached hereto
as Exhibit "1".

AFFIRMATION: The undersigned does hereby affirm that this document does not

1 contain the Social Security Number of any person.

2 DATED this 26th day of January 2023.

3 ROBISON, SHARP, SULLIVAN & BRUST
4 71 Washington Street
5 Reno, Nevada 89503

6 /s/ Stefanie T. Sharp
7 F. DEARMOND SHARP, ESQ.
8 STEFANIE T. SHARP, ESQ.
9 *Attorneys for Receiver*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the forgoing **NOTICE OF ENTRY OF ORDER** on all parties to this action by the method(s) indicated below:

- by using the Court's CM/ECF Electronic Notification System addressed to:

G Jarrad C. Miller, Esq.
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COMMERCIAL DEVELOPMENT, LLC

Jordan T. Smith, Esq.
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*Attorneys for Defendants
MEI-GSR Holdings, LLC;
Gage Village Commercial
Development, LLC; and
AM-GSR Holdings, LLC*

- by electronic mail to:
Richard M. Teichner, As Receiver for GSRUOA
Teichner Accounting Forensics & Valuations, PLLC
3500 Lakeside Court, Suite 210
Reno, NV 89509
accountingforensics@gmail.com

DATED: This 26th day of January 2023.

/s/ Leslie M. Lucero
Employee of Robison, Sharp, Sullivan & Brust

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EXHIBIT LIST

Exhibit #	Description	Pages
Exhibit "1"	ORDER REGARDING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS OF RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS	5

Exhibit “1”

FILED
Electronically
CV12-02222
2023-01-26 04:50:40 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9477903

Exhibit “1”

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS filed 12/1/23.¹ This motion is granted.

The Order Appointing Receiver was entered on January 17, 2015 (the "Appointment Order"). The Appointment Order appointed the Receiver over Grand Sierra Resort Unit Owners Association ("GSRUOA") including units owned by Defendants. The units owned by Defendants are

¹ The Court has also reviewed the Defendants' Opposition filed on 12/14/2022, Plaintiffs' Opposition filed on 12/14/2022, and the Receiver's Omnibus Reply filed 12/19/2022.

1 specifically included in the definition of “the Property” and fall within the scope of the Receiver’s
2 responsibilities. Appointment Order at page 1, line 27 to page 2, line 9.

3 The Appointment Order and its interpretation has been subject to motion practice as part of the
4 tortured history of this matter. Pursuant to a Court order, the Receiver acts in place of the Board.

5 Section 8a of the Appointment Order unambiguously provides the Receiver with the power to “pay
6 and discharge out of the Property’s rents and/or GSRUOA monthly dues collections all the
7 reasonable and necessary expenses of the receivership . . . including all of the Receiver’s and related
8 fees”.

9 Central to answering the inquiries posed by the Receiver is the scope of the Receiver’s authority.
10

11 Despite the arguments made by the Defendants, the Receiver is responsible over the entire
12 GSRUOA. The GSRUOA includes not only units owned by Plaintiffs but also units owned by
13 Defendants (collectively the “Parties”). While the Receiver is not to collect rent from the units of
14 those who are not Parties to this action, the rent from the units owned by the Parties are to be paid
15 to the Receiver and utilized for the purposes identified in the Appointment Order including
16 payment of the Receiver’s expenses. These expenses can only be paid from the rents which are
17 earned by the units owned by the Parties to the action, i.e. the Plaintiffs and the Defendants units.
18

19 As such the Court responds to the inquiries posed by the Receiver as follows:
20

21 The Receiver’s calculated Daily Use Fee (DUF), Shared Facilities Unit Expenses (SFUE), and Hotel
22 Expense (HE) fees apply to both the Plaintiffs owned units and Defendants owned units. The rental
23 income to be collected by the Receiver relates to units owned both by the Plaintiffs and Defendants.
24 The Court confirms that, “in accordance with the Governing Documents”, including the “Findings
25 of Fact, Conclusions of Law and Judgment, Filed October 9, 2015” that the Receiver has the
26 authority to direct, audit, oversee, and implement the reserve study for all 670 condominium units.
27
28

1 Consistent with the Order entered on December 5, 2022 the Defendants are prevented from
2 foreclosing upon any other units owned by Plaintiffs until further order of the Court. Defendants
3 have indicated in their Opposition that they are in compliance with this Order.

4
5 The Receiver has not been paid. This is a result of the disagreements between the Parties as to the
6 allocation of expenses and the inability, without clarification, for the Receiver to calculate the
7 permissible expenses for Defendants to deduct from the revenue of the Parties units. The Court has
8 recognized this as an issue which must be resolved and has addressed it in the Order entered on
9 December 5, 2022.²

10
11 Attached as Exhibit 1 to the Receiver's Omnibus Reply is a spreadsheet with calculations based
12 upon the various orders of the Court. The Court notes these calculations appear to include only
13 units owned by Plaintiffs. If either Plaintiffs or Defendants object to the calculations contained in
14 Exhibit 1, a written objection shall be filed within 15 judicial days of entry of this Order. If an
15 objection is filed, the Receiver may file a response to the objection within 15 days of the filing of the
16 objection. If no objection is filed, the Defendants shall make the deposits of rent listed in the
17 column on the far right of each page of Exhibit 1 in the total amount of \$1,103,950.99 into the
18 Receiver's bank account within 25 judicial days of entry of this Order. Prior to making any
19 disbursements, the Receiver shall file a motion with the Court outlining the funds received and the
20
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24 ² The language in the Order provides in part:

25 IT IS FURTHER ORDERED that prior to a sale of the Property as a whole, the Court shall enter an Order on motion
26 to terminate and or modify the Receivership that addresses the issues of payment to the Receiver and his counsel, the
27 scope of the wind up process of the GSRUOA to be overseen by the Receiver, as well as the responsibility for any
28 amounts which are awarded as a result of the pending Applications for OSC.

Order dated December 5, 2022, p. 7 at line 13-18.

1 proposed distributions for the Receiver's fees and expenses as well as amounts set aside for reserve
2 and any proposed distributions to the Parties.

3 Dated this 26th day January, 2023.

4
5 

6 Hon. Elizabeth Gonzalez, (Ret.)
7 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 26th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

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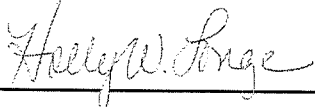
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Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

MEI-GSR HOLDINGS, LLC, a Nevada
limited liability company, GRAND SIERRA
RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada limited
liability company; AM-GSR HOLDINGS,
LLC, a Nevada limited liability company; and
DOE DEFENDANTS 1 THROUGH 10,
inclusive,

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on January 26, 2023, the above Court issued its Order regarding Defendants' Motion for Instructions Re Reimbursement of 2020 Capital Expenditures. A copy thereof is attached hereto as Exhibit "1" and made a part hereof by reference.

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AFFIRMATION

Pursuant to NRS § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

RESPECTFULLY SUBMITTED this 27th day of January, 2023.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501

And

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519

By: /s/ Briana N. Collings
Jarrad C. Miller, Esq.
Briana N. Collings, Esq.
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of
4 18, and not a party within this action. I further certify that on the 27th day of January, 2023, I
5 electronically filed the foregoing **NOTICE OF ENTRY OF ORDER** with the Clerk of the
6 Court by using the ECF system which served the following parties electronically:

7 Daniel F. Polsenberg, Esq.
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9 Dale Kotchka-Alaines, Esq.
10 Lewis Roca Rothgerber Christie, LLP
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13 *Attorneys for Defendant*
14 *Grand Sierra Resort Unit*
15 *Owners' Association*

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Richard M. Teichner

13 Abran Vigil, Esq.
14 Meruelo Group, LLC
15 Legal Services Department
16 5th Floor Executive Offices
17 2535 Las Vegas Boulevard South
18 Las Vegas, NV 89109
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20 *MEI-GSR Holdings, LLC,*
21 *Gage Village Commercial*
22 *Development, LLC, and*
23 *AM-GSR Holdings, LLC*

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Development, LLC, and
AM-GSR Holdings, LLC

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23 Las Vegas, NV 89101
24 *Attorneys for Defendants*
25 *MEI-GSR Holdings, LLC;*
26 *Gage Village Commercial*
27 *Development, LLC; and*
28 *AM-GSR Holdings, LLC*

/s/ Teresa W. Stovak

An Employee of Robertson, Johnson, Miller & Williamson

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EXHIBIT INDEX

Ex. No.	Description	Pages
1	Order regarding Defendants’ Motion for Instructions Re Reimbursement of 2020 Capital Expenditures	3

FILED
Electronically
CV12-02222
2023-01-27 11:38:25 AM
Alicia L. Lerud
Clerk of the Court
Transaction # 9479958

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

Defendants' Motion for Instructions Re Reimbursement of 2020 Capital Expenditures filed 6/24/21.¹ This motion is denied.

As the Court noted in the motion related to the prior request for the reimbursement of capital expenses, no one disputes Defendants have made substantial upgrades and improvements to the GSR property ("Property") over the last five years. The issue at the heart of the motion is again

¹ The Court has also reviewed the Plaintiffs Opposition filed on 10/11/2021, and the Defendants Reply filed 11/10/2021.

1 whether the unit owners of GSRUOA are required by the CC&Rs to bear a portion of these
2 expenses.

3 Section 6.2 of the CC&Rs recognize that the unit owners of GSRUOA must share in certain
4 expenses related to "Common Elements". The Court finds that the requested expenses for 2020 do
5 not fall within the definition of "Common Elements".
6

7 The procedures required under section 6.10(a) were not followed prior to the 2020 expenses being
8 incurred. The Court declines to find the 2020 expenses are "extraordinary expenditures" which
9 would permit reimbursement under Section 6.10(b).
10

11
12 Dated this 26th day January, 2023.

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15 Hon. Elizabeth Gonzalez, (Ret.)
16 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 26th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

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Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

MEI-GSR HOLDINGS, LLC, a Nevada
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RESORT UNIT OWNERS' ASSOCIATION,
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DEVELOPMENT, LLC, a Nevada limited
liability company; AM-GSR HOLDINGS,
LLC, a Nevada limited liability company; and
DOE DEFENDANTS 1 THROUGH 10,
inclusive,

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on January 26, 2023, the above Court issued its Order
Granting in Part and Denying in Part Plaintiffs' Emergency Motion for Instructions to Receiver
to Not Execute Documents Terminating the Grand Sierra Resort Unit Owners' Association

1 Without Necessary Revisions to the Subject Documents. A copy thereof is attached hereto as
2 Exhibit “1” and made a part hereof by reference.

3 **AFFIRMATION**

4 Pursuant to NRS § 239B.030, the undersigned does hereby affirm that the preceding
5 document does not contain the social security number of any person.

6 RESPECTFULLY SUBMITTED this 27th day of January, 2023.

7 ROBERTSON, JOHNSON,
8 MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
9 Reno, Nevada 89501

10 *And*

11 LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
12 Reno, Nevada 89519

13 By: /s/ Briana N. Collings
14 Jarrad C. Miller, Esq.
Briana N. Collings, Esq.
15 *Attorneys for Plaintiffs*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
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14 *Grand Sierra Resort Unit*
15 *Owners' Association*

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21 *Gage Village Commercial*
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28 *AM-GSR Holdings, LLC*

/s/ Teresa W. Stovak

An Employee of Robertson, Johnson, Miller & Williamson

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EXHIBIT INDEX

Ex. No.	Description	Pages
1	Order Granting in Part and Denying in Part Plaintiffs' Emergency Motion for Instructions to Receiver to Not Execute Documents Terminating the Grand Sierra Resort Unit Owners' Association Without Necessary Revisions to the Subject Documents	5

FILED
Electronically
CV12-02222
2023-01-27 11:38:25 AM
Alicia L. Lerud
Clerk of the Court
Transaction # 9479958

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' EMERGENCY
MOTION FOR INSTRUCTIONS TO RECEIVER TO NOT EXECUTE DOCUMENTS
TERMINATING THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION
WITHOUT NECESSARY REVISIONS TO THE SUBJECT DOCUMENTS

Plaintiffs' Ex Parte Motion for Order Shortening Time on Emergency Motion for Instructions to
Receiver to Not Execute Documents Terminating the Grand Sierra Resort Unit Owners'
Association Without Necessary Revisions to Subject Documents filed on January 13, 2023 ("Motion
for OST") was granted by the Court. The Court held oral argument on Plaintiffs' Emergency
Motion for Instructions to Receiver to Not Execute Documents Terminating the Grand Sierra
Resort Unit Owners' Association Without Necessary Revisions to the Subject Documents, filed
January 13, 2023 ("Motion") via videoconference on January 18, 2023.

1 The Motion requests the Court instruct the Receiver to not execute any documents related to the
2 termination of the Grand Sierra Resort Unit Owners' Association ("GSRUOA") until such
3 documents are revised to comply with applicable law. Namely, Plaintiffs argue that Defendants'
4 proposed Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and
5 Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Agreement to
6 Terminate") does not comply with NRS 116.2118(5).

7
8 The Agreement to Terminate states that "[a]t the Meeting, Hotel Unit Owner and 80% Units'
9 Owners authorized the Hotel Unit Owner, on behalf of the Units' Owners, to contract for the sale
10 of real estate owned by the Units' Owners in the Condominium Hotel," NRS 116.2118(5) states that
11 "[t]he association, on behalf of the units' owners, may contract for the sale of the real estate in a
12 common-interest community," (Motion at 2:12-23.) This conflict is the basis of Plaintiffs'
13 Motion.
14

15 The Court agrees with Plaintiffs' concern about this conflict. Pursuant to NRS 116.2118(5), only the
16 "association" – the GSRUOA – may hold title to the condominium units as trustee upon
17 termination and subsequently contract for sale of those condominium units. The Hotel Unit
18 Owner, Defendant MEI-GSR Holdings, LLC, may not do so. The Court-ordered receivership over
19 the GSRUOA will continue after the GSRUOA termination until further order of the Court in
20 accordance with this Courts' orders and NRS 116.2118(5).

21
22 Under NRS 116.2118(5), because the real estate of the association is to be sold following
23 termination, title to that real estate, upon termination, vests in the association as trustee for the
24 holders of all interests in the units. Thereafter, the association has all powers necessary and
25 appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof
26 distributed, the association continues in existence with all powers it had before termination. As long
27
28

1 as the association holds title to the real estate, each unit's owner and his or her successors in interest
2 have an exclusive right to occupancy of the portion of the real estate that formerly constituted the
3 unit. During the period of that occupancy, each unit's owner and his or her successors in interest
4 remain liable for all assessments and other obligations imposed on units' owners by this chapter or
5 the declaration.
6

7 Any sale of the GSRUOA units will be conducted in accordance with the Court's December 5, 2022
8 Order.

9 The Court declines to rule on any other matters because it would be unfair to the Defendants given
10 they had no opportunity to brief the issues.
11

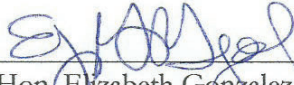
12 IT IS HEREBY ORDERED, that Plaintiffs' Motion is GRANTED in part and DENIED in part.

13 The Court affirms that the GSRUOA, through the Receiver, is to take title to the Plaintiffs' and
14 Defendants' condominium units ("property") as trustee upon termination of the association, and is
15 the only entity with authority to contract for the sale of the property. The GSRUOA shall continue
16 to operate under the receivership and the Receiver shall have the sole authority to act on behalf of
17 the association until the sale is concluded and further order from the Court. Any sale of the property
18 must be conducted in accordance with the Court's December 5, 2023.
19

20 IT IS FURTHER ORDERED, that the Receiver is instructed to not execute any documents relating
21 to the termination of the GSRUOA or subsequent sale of Plaintiffs' and Defendants' condominium
22 units which do not comply with this order. As discussed during the January 18, 2022 hearing, the
23 Defendants may submit to the Receiver an agreement to terminate that replaces the words "Hotel
24 Unit Owner" with "Association."
25
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1 IT IS FURTHER ORDERED, that the vote held on January 18, 2023 to terminate the GSRUOA is
2 not invalidated at this time. However, the Court reserves judgement on whether the vote was valid
3 in light of the Agreement to Terminate's deviation from NRS 116.2118.
4

5 Dated this 26th day January, 2023.

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7 _____
8 Hon. Elizabeth Gonzalez, (Ret.)
9 Sr. District Court Judge
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CERTIFICATE OF SERVICE

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F. SHARP, ESQ.

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Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

MEI-GSR HOLDINGS, LLC, a Nevada
limited liability company, GRAND SIERRA
RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada limited
liability company; AM-GSR HOLDINGS,
LLC, a Nevada limited liability company; and
DOE DEFENDANTS 1 THROUGH 10,
inclusive,

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on January 26, 2023, the above Court issued its Order regarding Defendants' Motion for Instructions to Receiver re Reimbursement of Capital Expenditures. A copy thereof is attached hereto as Exhibit "1" and made a part hereof by reference.

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AFFIRMATION

Pursuant to NRS § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

RESPECTFULLY SUBMITTED this 27th day of January, 2023.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501

And

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
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By: /s/ Briana N. Collings
Jarrad C. Miller, Esq.
Briana N. Collings, Esq.
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of
4 18, and not a party within this action. I further certify that on the 27th day of January, 2023, I
5 electronically filed the foregoing **NOTICE OF ENTRY OF ORDER** with the Clerk of the
6 Court by using the ECF system which served the following parties electronically:

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/s/ Teresa W. Stovak

An Employee of Robertson, Johnson, Miller & Williamson

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EXHIBIT INDEX

Ex. No.	Description	Pages
1	Order regarding Defendants’ Motion for Instructions to Receiver Re Reimbursement of Capital Expenditures	3

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CV12-02222
2023-01-27 11:38:25 AM
Alicia L. Lerud
Clerk of the Court
Transaction # 9479958

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the:

Defendants' Motion for Instructions to Receiver Re Reimbursement of Capital

Expenditures filed 5/21/20.¹ This motion is denied.

No one disputes Defendants have made substantial upgrades and improvements to the GSR property ("Property") over the last five years. The issue at the heart of the motion is whether the unit owners of GSRUOA are required by the CC&Rs to bear a portion of this remodeling expense.

¹ The Court has also reviewed the Plaintiffs Opposition filed on 6/18/2020, and the Defendants Reply filed 7/10/2020.

1 Section 6.2 of the CC&Rs recognize that the unit owners of GSRUOA must share in certain
2 expenses related to "Common Elements". The Court finds that the requested expenses for the
3 remodeling do not fall within the definition of "Common Elements".
4

5 The procedures required under section 6.10(a) were not followed prior to the remodeling expenses
6 being incurred. The Court declines to find the remodeling expenses are "extraordinary
7 expenditures" which would permit reimbursement under Section 6.10(b).
8

9 Dated this 26th day January, 2023.

10 
11 _____
12 Hon. Elizabeth Gonzalez, (Ret.)
13 Sr. District Court Judge
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CERTIFICATE OF SERVICE

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that on the 26th day of January, 2023, I electronically filed the foregoing with the Clerk
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PO Box 35054
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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on MOTION FOR INSTRUCTIONS TO RECEIVER CONCERNING TERMINATION OF THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION AND RENTAL OF UNITS UNTIL TIME OF SALE filed on JANUARY 26, 2023 ("Motion for Instructions").¹ After consideration of the briefing, the Court grants the motion.

The limited definition of occupancy is not one the Court is inclined to adopt. Defendant's argument that the 670 former units of the GSRUOA can no longer be rented under the URA but only occupied would promote economic waste. The 670 former units represent about one third of the

¹ The court has also reviewed the, the Defendants' Opposition filed February 14, 2023 and the Reply filed on February, 24, 2023.

1 total units at the GSR and removing all of those units (including Defendant's) from availability for
2 rental is nonsensical. The Receiver is instructed to continue to rent the former units under the
3 URA.
4

5 Dated this 14th day March, 2023.
6

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Hon. Elizabeth Gonzalez, (Ret.)
8 Sr. District Court Judge
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CERTIFICATE OF SERVICE

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ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on Plaintiffs' Motion for Fees Pursuant to NRCP 37 filed November 2019 ("Rule 37 Motion for Fees").¹ After consideration of the briefing, the Court grants the motion. NRCP 37 permits the Court to award attorneys fees related to discovery motions. While Defendants argue that the positions taken were taken in good faith, the record related to this dispute does not support that position.

After reviewing the time entries in full, the Court finds the entries are adequate and provide the Court sufficient information to determine that the tasks undertaken by Plaintiffs' counsel were both

¹ The court has also reviewed the, the Defendants' Opposition filed December 5, 2019 and the Reply filed on December 23, 2019.

1 necessary and reasonable. The Court finds the number of hours expended by Plaintiffs' counsel on
2 those tasks for which Plaintiffs seek to recover attorneys' fees were reasonable. Plaintiffs have set
3 forth their counsels' hourly rate. The Court finds the hourly rates reasonable. The Court finds the
4 hours spent by Plaintiffs' counsel and their hourly rates are reasonable.

5
6 The Court must next consider the *Brunzell* factors to determine the appropriateness of the amount
7 requested. To determine whether any adjustments to the amount are necessary, the Court must
8 consider: (1) the qualities of the advocate: his ability, his training, education, experience, professional
9 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance,
10 time and skill required, the responsibility imposed and the prominence and character of the parties
11 where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the
12 skill, time and attention given to the work; (4) the result: whether the attorney was successful and
13 what benefits were derived. Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 455 P.2d 31, 33
14 (1969). The Court finds all of these factors weigh against any adjustment to the amount and in favor
15 of awarding Plaintiffs the full amount.
16

17
18 First, the Court is aware of the quality of Plaintiffs' counsel, and concludes this factor is in favor of
19 awarding Plaintiffs the entire amount. Second, the Court finds the character of the work to be done
20 to be important given the history of discovery abuse. Third, the work actually performed by
21 Plaintiffs' counsel is evidenced by the billing records submitted with the Motion. Each time entry
22 reflects work which was necessary and that the individual whose time is reflected dedicated ample
23 skill, time, and attention to the task at hand. Brunzell, 85 Nev. at 349, 455 P.2d at 33. This factor
24 thus also weighs in favor of awarding the full amount. Fourth, the Court must consider the result.
25 The Court finds this factor weighs in favor of awarding the entire amount as well. Plaintiffs have
26 obtained a successful result. This factor weighs in favor of granting the full amount to Plaintiffs. The
27
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1 *Brunzell* factors clearly indicate that the amount is appropriate and requires no adjustments. The
2 Court therefore finds an award of the entire amount requested, \$46571, is proper.

3 IT IS HEREBY ORDERED that Plaintiffs' Motion for Fees Pursuant to NRCP 37 filed
4 November 2019 is granted in full.
5

6 Dated this 14th day March, 2023.

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Hon. Elizabeth Gonzalez, (Ret.)
9 Sr. District Court Judge
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Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on DEFENDANTS' OBJECTION TO RECEIVER'S CALCULATIONS CONTAINED IN EXHIBIT 1 ATTACHED TO RECEIVER'S OMNIBUS REPLY TO PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ("Objection").¹ After consideration of the briefing, the Court overrules the objection.

While the Court appreciates the arguments that are made in the Objection, these are the arguments which have been rejected by the Court and in large part will be addressed as part of the contempt hearing beginning on April 3, 2023. Defendant shall comply with the Order entered on January 26,

¹ The court has also reviewed the Receiver's response filed on February 24, 2023.

2023, including the deposits as directed in that Order within five (5) judicial days of entry of this
Order.

Dated this 27th day March, 2023.

Hon. Elizabeth Gonzalez, (Ret.)
Sr. District Court Judge

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT; that on the 27th day of March, 2023, I electronically filed the foregoing with the Clerk of the Court system which will send a notice of electronic filing to the following:

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Hon. Elizabeth Gonzalez (Ret.)
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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on Plaintiffs' Motion to Alter or Amend Judgment ("Motion").¹ After consideration of the briefing, the Court grants the Motion in part.

Consistent with the Order Granting in Part and Denying in Part Plaintiffs' Motion to Alter or Amend Judgment, filed March 7, 2019 the Final Judgment will be amended to recognize the joint liability of Defendants AM-GSR Holdings, LLC and Gage Village Development, LLC for compensatory damages, only.

¹ The court has also reviewed the Opposition filed March 1, 2023 and the Reply filed on March 8, 2023..

1 Plaintiffs' counsel to prepare and submit an amended judgment.

2 Dated this 27th day March, 2023.

3
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Hon. Elizabeth Gonzalez, (Ret.)
6 Sr. District Court Judge
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vs.

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Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on Defendants' Motion to Modify and Terminate Receivership ("Motion").¹ After consideration of the briefing, the Court denies the motion.

The Motion is premature given the status of Defendants compliance with the Court's prior order.

The Court has overruled the Objection by order of this date and Defendants are to deposit funds consistent with the Order entered on January 26, 2023. Once those funds are deposited, the Receiver shall file a motion for payment of expenses including his fees and the fees of his attorney;

¹ The court has also reviewed the Opposition filed March 2, 2023, Notice of Errata filed March 3, 2023, and the Reply filed on March 10, 2023..

1 After payment of those funds, the Receiver shall provide accurate rental information² as well as the
2 recalculated fees. Once that information is provided to Plaintiffs' counsel, Plaintiffs' have 30 days to
3 provide their appraisal.

4 Defendants may file a subsequent motion once they have complied with the Court's prior orders.
5

6 Dated this 27th day March, 2023.

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Hon. Elizabeth Gonzalez, (Ret.)
9 Sr. District Court Judge
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² The Court notes that Defendants are in control of this information and there providing of this information to the
28 Receiver may expedite the process. If Defendants do not cooperate with the Receiver in providing this information, the
process may take much longer than necessary.

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT; that on the 27th day of March, 2023, I electronically filed the foregoing with the Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
ABRAN VIGIL, ESQ.
JONATHAN TEW, ESQ.
JARRAD MILLER, ESQ.
TODD ALEXANDER, ESQ.
F. DEARMOND SHARP, ESQ.
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G.DAVID ROBERTSON, ESQ.
ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.
ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.

CODE: 2540
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rl@lge.net

Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

MEI-GSR HOLDINGS, LLC, a Nevada
limited liability company, GRAND SIERRA
RESORT UNIT OWNERS'
ASSOCIATION, a Nevada nonprofit
corporation, GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC, a
Nevada limited liability company; AM-GSR
HOLDINGS, LLC, a Nevada limited liability
company; and DOE DEFENDANTS 1
THROUGH 10, inclusive,

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on March 27, 2023, the above Court issued its Order ruling on Defendants' Objection to Receiver's Calculations Contained in Exhibit 1 Attached to Receiver's Omnibus Reply to Parties' Oppositions to the Receiver's Motion for Orders & Instructions. A copy thereof is attached hereto as Exhibit "1" and made a part hereof by reference.

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AFFIRMATION

Pursuant to NRS § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

RESPECTFULLY SUBMITTED this 27th day of March, 2023.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501

And

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519

By: /s/ Briana N. Collings
Jarrad C. Miller, Esq.
Briana N. Collings, Esq.
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of 18,
4 and not a party within this action. I further certify that on the 27th day of March, 2023, I
5 electronically filed the foregoing **NOTICE OF ENTRY OF ORDER** with the Clerk of the Court
6 by using the ECF system which served the following parties electronically:

7 Abran Vigil, Esq.
8 Meruelo Group, LLC
9 Legal Services Department
10 5th Floor Executive Offices
11 2535 Las Vegas Boulevard South
12 Las Vegas, NV 89109
13 *Attorneys for Defendants*
MEI-GSR Holdings, LLC,
Gage Village Commercial
Development, LLC, and
AM-GSR Holdings, LLC

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Gage Village Commercial
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AM-GSR Holdings, LLC

14 Jordan T. Smith, Esq.
15 Pisanelli Bice PLLC
16 400 South 7th Street, Suite 300
17 Las Vegas, NV 89101
18 *Attorneys for Defendants*
MEI-GSR Holdings, LLC;
Gage Village Commercial
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Reno, NV 89503
Attorneys for Receiver
Richard M. Teichner

20 /s/ Briana N. Collings

21 An Employee of Robertson, Johnson, Miller &
22 Williamson
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EXHIBIT INDEX

Ex. No.	Description	Pages
1	March 27, 2023 Order ruling on Defendants’ Objection to Receiver’s Calculations Contained in Exhibit 1 Attached to Receiver’s Omnibus Reply to Parties’ Oppositions to the Receiver’s Motion for Orders & Instructions	3

FILED
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CV12-02222
2023-03-27 03:50:51 PM
Alicia J. Lerud
Clerk of the Court
Transaction # 9580305

EXHIBIT “1”

EXHIBIT “1”

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on DEFENDANTS' OBJECTION TO RECEIVER'S CALCULATIONS CONTAINED IN EXHIBIT 1 ATTACHED TO RECEIVER'S OMNIBUS REPLY TO PARTIES OPPOSITIONS TO THE RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ("Objection").¹ After consideration of the briefing, the Court overrules the objection.

While the Court appreciates the arguments that are made in the Objection, these are the arguments which have been rejected by the Court and in large part will be addressed as part of the contempt hearing beginning on April 3, 2023. Defendant shall comply with the Order entered on January 26,

¹ The court has also reviewed the Receiver's response filed on February 24, 2023.

2023, including the deposits as directed in that Order within five (5) judicial days of entry of this
Order.

Dated this 27th day March, 2023.

Hon. Elizabeth Gonzalez, (Ret.)
Sr. District Court Judge

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT; that on the 27th day of March, 2023, I electronically filed the foregoing with the Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
ABRAN VIGIL, ESQ.
JONATHAN TEW, ESQ.
JARRAD MILLER, ESQ.
TODD ALEXANDER, ESQ.
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1 CODE: 2540
Jarrad C. Miller, Esq. (NV Bar No. 7093)
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5 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
6 **IN AND FOR THE COUNTY OF WASHOE**
7

8
9 ALBERT THOMAS, individually; *et al.*,

10 Plaintiffs,

11 vs.

Case No. CV12-02222

Dept. No. 10

12 MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, GRAND SIERRA
13 RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
14 VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada Limited
15 Liability Company and DOE DEFENDANTS
1 THROUGH 10, inclusive,

16 Defendants.
17

18 AND ALL RELATED MATTERS
19

20 **NOTICE OF ENTRY OF ORDER**

21 **PLEASE TAKE NOTICE** that on December 18, 2013, the above Court issued an Order
22 Regarding Original Motion for Case Concluding Sanctions. A copy of the Order is attached
23 hereto as Exhibit "1" and made a part hereof by reference.

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Dated this 23rd day of December, 2013.

By: /s/ Jarrad C. Miller
Jarrad C. Miller, Esq.
Jonathan J. Tew, Esq.
Attorneys for Plaintiff

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Sean L. Brohawn, Esq.
Reese Kintz & Brohawn, LLC
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Attorneys for Defendants / Counterclaimants

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INDEX OF EXHIBITS

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1.	Order	6

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, et al,

Defendants.

ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS

Albert Thomas et al ("the Plaintiffs") filed a Motion for Sanctions Under NRCP 37(b) for Failure to Comply with Court Orders ("the Motion") on September 24, 2013. The Court entered an Order Shortening time on September 27, 2013, in light of the fast-approaching trial date. The Defendants were to file an opposition no later than 5:00 p.m. on October 2, 2013. No opposition was filed by this deadline. On October 3, 2013, the Plaintiffs requested that this matter be submitted for decision. Approximately one hour later, MEI-GSR Holdings, LLC et al ("the Defendants") filed an Opposition to Plaintiffs' Motion for Sanctions ("the Opposition"). The Plaintiffs filed a Reply in Support of Plaintiffs' Motion for Sanctions Under NRCP 37(b) for Failure to Comply with Court Orders ("the Reply") on October 4, 2013. An Errata to the Reply was filed later that day. The Plaintiffs contemporaneously resubmitted the matter for the Court's decision.

The Motion asked the Court to strike the Defendants' Answer. This would effectively end the case, leaving only the issue of damages to be decided. The Court issued an Order on October 17,

1 2013 (“the October Order”) in which the factual background of the discovery issues are fully and
2 adequately recited. The Court hereby adopts that factual recitation, making specific note of the
3 Defendants’ repeated failures to respond to the Plaintiffs’ motions to compel, to object to
4 Commissioner Ayers’ Recommendations for Order, and to comply with the Adopted Orders of this
5 Court based off of Commissioner Ayers’ recommendations. *See*, October Order, 2:23 – 6-9. The
6 Court felt a hearing would assist in assessing the extent to which sanctions were appropriate. A
7 three-day hearing commenced on October 21, 2013, at approximately 1:30 p.m.¹ Over the course of
8 those three days the Court heard testimony from Craig Greene, a financial investigator, Caroline
9 Rich, the Grand Sierra Resort’s Controller, and William Lee Burtch, the Grand Sierra Resort’s
10 Senior Vice President of Innovation and Technology. The Court conducted a lengthy analysis under
11 Young v. Johnny Ribeiro Bldg., Inc., 106 Nev. 88, 787 P.2d 777 (1990), and ultimately declined to
12 impose case-concluding sanctions. The Court instead struck the Defendants’ counterclaims and
13 ordered that the Defendants pay all attorney’s fees and costs associated with the three-day hearing.

14 Young requires “every order of dismissal with prejudice as a discovery sanction be supported
15 by an express, careful and preferably written explanation of the court’s analysis of the pertinent
16 factors.” Young, 106 Nev. at 93, 787 P.2d at 780. The Court did not grant such a sanction.
17 However, the Court did thoroughly analyze those factors in reaching its decision to impose the lesser
18 sanctions. This Order memorializes the Court’s findings and will thus detail each factor, *infra*.

19 The Young factors are as follows: (1) the degree of willfulness of the offending party, (2) the
20 extent to which the non-offending party would be prejudiced by a lesser sanction, (3) the severity of
21 the sanction of dismissal relative to the severity of the discovery abuse, (4) whether any evidence has
22 been irreparably lost, (5) the feasibility and fairness of less severe sanctions, (6) the policy favoring
23 adjudication on the merits, (7) whether sanctions unfairly operate to penalize a party for the
24

25 ¹ The two-week trial was originally set to begin on October 21, 2013. In an in-chambers status conference on October
26 16, 2013, the Court informed counsel that trial could not start on the scheduled date due to failures in discovery. The
27 Court pushed back the trial date two days to October 23, 2013. Notwithstanding the advance notice and extra time, the
28 Defendants failed to submit their proposed jury instructions in violation of WDCR 7(8). The Defendants’ counsel did
not assist the Court staff with marking exhibits prior to the scheduled trial date, and failed to timely file a trial statement
as required by WDCR 5. Lastly, the Court noted at the hearing that the Defendants’ pretrial disclosures were filed two
weeks late, in violation of N.R.C.P. 16.1(3).

1 misconduct of his or her attorney, and (8) the need to deter parties and future litigants from similar
2 abuses. Id. In discovery abuse situations where possible case-concluding sanctions are warranted,
3 the trial judge has discretion in deciding which factors are to be considered. Bahena v. Goodyear
4 Tire & Rubber Co., 126 Nev. Adv. Op. 57, 245 P.3d 1182, (2010).

5 The Plaintiffs alleged that the discovery failures in this case were deliberate and willful. The
6 Court found that there was no doubt that certain failures laid at the feet of the Defendants. The
7 Defendants failed to comply with discovery orders and failed to meet the extended production
8 deadlines to which they agreed. However, after hearing testimony from Caroline Rich, the Court
9 could not find that such failure was willful. The fact that emails were not produced and accounts
10 were not searched did not appear to be an intentional disruption of the discovery process by the
11 employees of the Defendant. Ms. Rich did her best to produce what she felt was relevant. Although
12 her judgment excluded pertinent material, such oversight did not rise to the level of willfulness.
13 Further, the Court could not find that the Defense attorneys Mr. Brohawn or Mr. Reese willfully
14 obstructed the discovery process.

15 The Court next considered the possible prejudice to the Plaintiffs if a lesser sanction were
16 imposed. "The dismissal of a case, based upon a discovery abuse . . . should be used only in extreme
17 situations; if less drastic sanctions are available, they should be utilized." GNLV Corp v. Service
18 Control Corp, 111 Nev. 866, 870, 900 P.2d 323, 325 (1995). While a case-concluding sanction
19 would benefit the Plaintiffs, the Court found that (1) lesser sanctions could be imposed, and (2) such
20 sanctions would not unduly cause the Plaintiffs prejudice. Instrumental in this finding was the
21 Plaintiffs' Counsel's own admission that, if necessary, they could go to trial in a matter of days with
22 the information that they had at that point.

23 Thirdly, the Court compared the severity of dismissal to the severity of the discovery abuse.
24 The Court again affirmatively found that discovery failures had occurred. The severity of those
25 abuses was not determinable and thus did not warrant ending the case in favor of the Plaintiffs.
26 There was no evidence as to who was at fault for the failures to produce information. Further, the
27 Court found that the good faith effort of Caroline Rich eliminated the possibility that the violations
28 should be met with such a severe sanction.

1 In looking at the fourth factor, the Court noted that there was no evidence presented at the
2 hearing or raised by the moving papers that evidence had been irreparably lost. The fact that
3 evidence had not been produced is not the same as the destruction or loss of evidence. This factor
4 was not particularly helpful in the Court's determination.

5 Fifth, the Court found that there were many alternatives to the requested case-concluding
6 sanctions that could serve to deter a party from engaging in abusive discovery practices in the future.
7 The Court excluded from its consideration certain possible sanctions. For example, the Court found
8 that it would not be feasible to order a jury to deem a fact relating to withheld evidence to be true,
9 when the Court itself could not find that such evidence in fact existed. Notwithstanding, the Court
10 found that other sanctions could be feasible and fair to both parties.

11 The Court considered the two major policy factors together. Nevada has a strong policy, and
12 the Court firmly believes, that cases should be adjudicated on their merits. *See, Scrimmer v. Dist.*
13 *Court*, 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also, Kahn v. Orme*, 108 Nev. 510,
14 516, 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery
15 process established by Nevada law. The Court found that it could employ non-case concluding
16 sanctions to accomplish both of these prerogatives.

17 Lastly, the Court considered whether striking the Answer would unfairly operate to penalize
18 the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were
19 failures to produce and abuses of discovery on behalf of the Defendants. The Defendants produced
20 some, albeit incomplete, information to the Plaintiffs. The evidence did not show that Mr. Brohawn,
21 Mr. Reese, or their firm was directing the client to hide or destroy evidence. While the abuses
22 amount to the kind of misconduct that warrants some sort of sanction, they do not warrant penalizing
23 the Defendants themselves with the extreme sanction of concluding the case.

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1 The Nevada Supreme Court offered guidance as to sanctions that may be imposed in lieu of
2 case-concluding sanctions. "Fundamental notions of fairness and due process require that discovery
3 sanctions be just and . . . relate to the specific conduct at issue." GNLV Corp., 111 Nev. at 870, 900
4 P.2d at 325 (citing Young, 106 Nev. at 92, 787 P.2d at 779-80). Under those fundamental notions
5 and upon balance of the Young factors, the Court found the following sanctions to be appropriate:

- 6 1. All of the Defendants' counterclaims were stricken.²
- 7 2. The Defendants would bear the reasonable cost associated with the three-day hearing,
8 including attorney's fees, expert witness fees and all other reasonable expenses.³

9 IT IS SO ORDERED.

10 DATED this 18 day of December, 2013.

11 
12 ELLIOTT A. SATTLER
13 District Judge
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26 ² See, NRCP 37(b)(2)(when a party fails to comply with a court order, the court may strike pleadings or parts thereof).
27 See also GNLV Corp., 111 Nev. at 871, 900 P.2d at 326 (suggesting that a Court can strike a party's cross-claim as an
appropriate sanction).

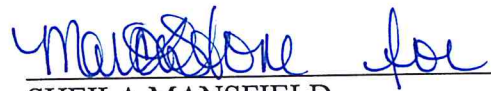
28 ³ See NRCP 37(b)(2)("[T]he Court shall require the party failing to obey the order or the attorney advising that party or
both to pay the reasonable expenses, including attorney's fees, caused by the failure" to comply).

CERTIFICATE OF MAILING

I hereby certify that I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Jonathan Tew, Esq. for Cayenne Trust, et al
Jarrad Miller, Esq. for Cayenne Trust, et al
G. Robertson, Esq. for Cayenne Trust, et al
Sean Brohawn, Esq. for Grand Sierra Resort Unit-Owners Association, et al

DATED this 18th day of December, 2013.



SHEILA MANSFIELD
Judicial Assistant

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

AMENDED FINAL JUDGMENT

This matter having come before the Court for a default prove-up hearing from March 23, 2015 to March 25, 2015, with Findings of Fact and Conclusions of Law and Judgment entered October 9, 2015, and again before the Court on July 8, 2022 and July 18, 2022 on Plaintiffs' November 6, 2015 Motion in Support of Punitive Damages Award, with an Order entered on January 17, 2023,
IT IS HEREBY ORDERED AND ADJUDGED that judgment is entered in favor of Plaintiffs and against Defendants as follows:

1. Against MEI-GSR Holdings, LLC ("MEI-GSR") and AM-GSR Holdings, LLC ("AM-GSR") in the amount of \$442,591.83 for underpaid revenues to Unit owners;

2. Against MEI-GSR, AM-GSR, and Gage Village Development, LLC in the amount of \$4,152,669.13 for the rental of units of owners who had no rental agreement;

1 3. Against MEI-GSR and AM-GSR in the amount of \$1,399,630.44 for discounting owner's rooms
2 without credits;

3 4. Against MEI-GSR and AM-GSR in the amount of \$31,269.44 for discounted rooms with credits;

4 5. Against MEI-GSR and AM-GSR in the amount of \$96,084.96 for "comp'd" or free rooms;

5 6. Against MEI-GSR and AM-GSR in the amount of \$411,833.40 for damages associated with the
6 bad faith "preferential rotation system";

7 7. Against MEI-GSR and AM-GSR in the amount of \$1,706,798.04 for improperly calculated and
8 assessed contracted hotel fees;

9 8. Against MEI-GSR and AM-GSR in the amount of \$77,338.31 for improperly collected
10 assessments;

11 TOTAL COMPENSATORY DAMAGES \$8,318,215.54

12 IT IS FURTHER ORDERED AND ADJUDGED that Defendant AM-GSR Holdings, LLC is
13 jointly and severally liable with MEI-GSR, for these compensatory damages, only.

14 IT IS FURTHER ORDERED AND ADJUDGED that Defendant Gage Village Development is
15 jointly and severally liable with MEI-GSR for the sum of \$4,152,669.13 in compensatory damages,
16 only.

17 IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted punitive
18 damages against Defendants MEI-GSR in the total amount of \$9,190,521.92.

19 This Judgment shall accrue pre- and post-judgment interest at the applicable legal rate as provided
20 by Nevada law until fully satisfied. No pre-judgment interest shall accrue on the punitive damages
21 award.

1 IT IS FURTHER ORDERED AND ADJUDGED that Defendants shall take nothing by way of
2 their counterclaims which were previously stricken by the Court.

3 Dated this 10th day April, 2023.

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Hon. Elizabeth Gonzalez, (Ret.)
7 Sr. District Court Judge
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 10th day of April, 2023, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
ABRAN VIGIL, ESQ.
JONATHAN TEW, ESQ.
JARRAD MILLER, ESQ.
TODD ALEXANDER, ESQ.
F. DEARMOND SHARP, ESQ.
STEPHANIE SHARP, ESQ.
G.DAVID ROBERTSON, ESQ.
ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.
ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.

CODE: 2540
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Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

MEI-GSR HOLDINGS, LLC, a Nevada
limited liability company, GRAND SIERRA
RESORT UNIT OWNERS'
ASSOCIATION, a Nevada nonprofit
corporation, GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC, a
Nevada limited liability company; AM-GSR
HOLDINGS, LLC, a Nevada limited liability
company; and DOE DEFENDANTS 1
THROUGH 10, inclusive,

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on March 27, 2023, the above Court issued its Order denying Defendants' Motion to Modify and Terminate Receivership. A copy thereof is attached hereto as Exhibit "1" and made a part hereof by reference.

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AFFIRMATION

Pursuant to NRS § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

RESPECTFULLY SUBMITTED this 27th day of March, 2023.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501

And

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519

By: /s/ Briana N. Collings
Jarrad C. Miller, Esq.
Briana N. Collings, Esq.
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of 18,
4 and not a party within this action. I further certify that on the 27th day of March, 2023, I
5 electronically filed the foregoing **NOTICE OF ENTRY OF ORDER** with the Clerk of the Court
6 by using the ECF system which served the following parties electronically:

7 Abran Vigil, Esq.
8 Meruelo Group, LLC
9 Legal Services Department
10 5th Floor Executive Offices
11 2535 Las Vegas Boulevard South
12 Las Vegas, NV 89109
13 *Attorneys for Defendants*
MEI-GSR Holdings, LLC,
Gage Village Commercial
Development, LLC, and
AM-GSR Holdings, LLC

Ann O. Hall, Esq.
David C. McElhinney, Esq.
Meruelo Group, LLC
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Reno, NV 89595
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Gage Village Commercial
Development, LLC, and
AM-GSR Holdings, LLC

14 Jordan T. Smith, Esq.
15 Pisanelli Bice PLLC
16 400 South 7th Street, Suite 300
17 Las Vegas, NV 89101
18 *Attorneys for Defendants*
MEI-GSR Holdings, LLC;
Gage Village Commercial
Development, LLC; and
AM-GSR Holdings, LLC

F. DeArmond Sharp, Esq.
Stefanie T. Sharp, Esq.
Robison, Sharp Sullivan & Brust
71 Washington Street
Reno, NV 89503
Attorneys for Receiver
Richard M. Teichner

20 /s/ Briana N. Collings

21 An Employee of Robertson, Johnson, Miller &
22 Williamson
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EXHIBIT INDEX

Ex. No.	Description	Pages
1	March 27, 2023 Order denying Defendants’ Motion to Modify and Terminate Receivership	3

FILED
Electronically
CV12-02222
2023-03-27 04:05:49 PM
Alicia J. Lerud
Clerk of the Court
Transaction # 9580408

EXHIBIT “1”

EXHIBIT “1”

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on Defendants' Motion to Modify and Terminate Receivership ("Motion").¹
After consideration of the briefing, the Court denies the motion.

The Motion is premature given the status of Defendants compliance with the Court's prior order.

The Court has overruled the Objection by order of this date and Defendants are to deposit funds consistent with the Order entered on January 26, 2023. Once those funds are deposited, the Receiver shall file a motion for payment of expenses including his fees and the fees of his attorney;

¹ The court has also reviewed the Opposition filed March 2, 2023, Notice of Errata filed March 3, 2023, and the Reply filed on March 10, 2023..

1 After payment of those funds, the Receiver shall provide accurate rental information² as well as the
2 recalculated fees. Once that information is provided to Plaintiffs' counsel, Plaintiffs' have 30 days to
3 provide their appraisal.

4 Defendants may file a subsequent motion once they have complied with the Court's prior orders.
5

6 Dated this 27th day March, 2023.

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Hon. Elizabeth Gonzalez, (Ret.)
9 Sr. District Court Judge
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² The Court notes that Defendants are in control of this information and there providing of this information to the
28 Receiver may expedite the process. If Defendants do not cooperate with the Receiver in providing this information, the
process may take much longer than necessary.

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT; that on the 27th day of March, 2023, I electronically filed the foregoing with the Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
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BRIANA COLLINGS, ESQ.
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ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.
ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.

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rl@lge.net

Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

MEI-GSR HOLDINGS, LLC, a Nevada
limited liability company, GRAND SIERRA
RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada limited
liability company; AM-GSR HOLDINGS,
LLC, a Nevada limited liability company; and
DOE DEFENDANTS 1 THROUGH 10,
inclusive,

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on April 10, 2023, the above Court issued its Order denying Defendants' motion for stay of order granting the Receiver's motion for orders & instructions. A copy thereof is attached hereto as Exhibit "1" and made a part hereof by reference.

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AFFIRMATION

Pursuant to NRS § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

RESPECTFULLY SUBMITTED this 11th day of April, 2023.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501

And

LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519

By: /s/ Briana N. Collings
Jarrad C. Miller, Esq.
Briana N. Collings, Esq.
Attorneys for Plaintiffs

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3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of 18,
4 and not a party within this action. I further certify that on the 11th day of April, 2023, I
5 electronically filed the foregoing **NOTICE OF ENTRY OF ORDER** with the Clerk of the Court
6 by using the ECF system which served the following parties electronically:

7 Abran Vigil, Esq.
8 Meruelo Group, LLC
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Richard M. Teichner

20 /s/ Stefanie Martinez

21 An Employee of Robertson, Johnson, Miller & Williamson

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EXHIBIT INDEX

Ex. No.	Description	Pages
1	April 10, 2023 Order denying Defendants’ motion for stay of order granting Receiver’s motion for orders & instructions	4

FILED
Electronically
CV12-02222
2023-04-11 10:28:34 AM
Alicia L. Lerud
Clerk of the Court
Transaction # 9605847

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on DEFENDANTS' MOTION FOR STAY OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ENTERED JANUARY 26, 2023 AND THE MARCH 27, 2023 ORDER OVERRULING DEFENDANTS' OBJECTIONS RELATED THERETO, PENDING REVIEW BY THE NEVADA SUPREME COURT ("Motion to Stay").¹ After consideration of the briefing, the Court denies the Motion to Stay Consistent with the Order filed on December 5, 2022 and other interrelated orders.

The language in the Order filed on December 5, 2022 provides in part:

¹ This matter was briefed on shortened time. The court has also reviewed the Opposition filed April 4, 2023 and the Reply filed on April 6, 2023.

1 IT IS FURTHER ORDERED that prior to a sale of the Property as a whole, the Court shall
2 enter an Order on motion to terminate and or modify the Receivership that addresses the
3 issues of payment to the Receiver and his counsel, the scope of the wind up process of the
4 GSRUOA to be overseen by the Receiver, as well as the responsibility for any amounts
5 which are awarded as a result of the pending Applications for OSC.
6

7 Order dated December 5, 2022, p. 7 at line 13-18.

8 Defendants' Motion to Modify and Terminate Receivership was denied on March 27, 2023. In that
9 Order the Court stated:

10 The Motion is premature given the status of Defendants compliance with the Court's prior
11 order.
12

13 The Court has overruled the Objection by order of this date and Defendants are to deposit
14 funds consistent with the Order entered on January 26, 2023. Once those funds are
15 deposited, the Receiver shall file a motion for payment of expenses including his fees and
16 the fees of his attorney;
17

18 After payment of those funds, the Receiver shall provide accurate rental information as well
19 as the recalculated fees. Once that information is provided to Plaintiffs' counsel, Plaintiffs'
20 have 30 days to provide their appraisal.

21 In overruling the Objection on March 27, 2023, the Court noted:

22 While the Court appreciates the arguments that are made in the Objection, these are the
23 arguments which have been rejected by the Court and in large part will be addressed as part
24 of the contempt hearing beginning on April 3, 2023. Defendant shall comply with the Order
25 entered on January 26, 2023, including the deposits as directed in that Order within five (5)
26 judicial days of entry of this Order.
27
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1 As the orders related to termination of the Association and transfer of the property are all
2 interrelated it would be inappropriate and premature for the Court to issue the stay of only a portion
3 for that framework as requested in this motion.²
4

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6 Dated this 10th day April, 2023.

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Hon. Elizabeth Gonzalez, (Ret.)
9 Sr. District Court Judge
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² The contempt hearings referenced in the March 27, 2023 order have been continued to now commence on June 6, 2023.

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 10th day of April, 2023, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
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rl@lge.net

Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

MEI-GSR HOLDINGS, LLC, a Nevada
limited liability company, GRAND SIERRA
RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada limited
liability company; AM-GSR HOLDINGS,
LLC, a Nevada limited liability company; and
DOE DEFENDANTS 1 THROUGH 10,
inclusive,

Defendants.

NOTICE OF ENTRY OF JUDGMENT

PLEASE TAKE NOTICE that on April 10, 2023, the above Court issued its Amended
Final Judgment. A copy thereof is attached hereto as Exhibit "1" and made a part hereof by
reference.

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AFFIRMATION

Pursuant to NRS § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

RESPECTFULLY SUBMITTED this 11th day of April, 2023.

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MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
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And

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By: /s/ Briana N. Collings
Jarrad C. Miller, Esq.
Briana N. Collings, Esq.
Attorneys for Plaintiffs

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6 Court by using the ECF system which served the following parties electronically:

7 Abran Vigil, Esq.
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21 An Employee of Robertson, Johnson, Miller & Williamson

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EXHIBIT INDEX

Ex. No.	Description	Pages
1	April 10, 2023 Amended Final Judgment	4

FILED
Electronically
CV12-02222
2023-04-11 10:30:26 AM
Alicia L. Lerud
Clerk of the Court
Transaction # 9605855

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Hon. Elizabeth Gonzalez (Ret.)
Sr. District Court Judge
PO Box 35054
Las Vegas, NV 89133

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

MEI-GSR HOLDINGS, LLC., a Nevada
Limited Liability Company, et al

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

AMENDED FINAL JUDGMENT

This matter having come before the Court for a default prove-up hearing from March 23, 2015 to March 25, 2015, with Findings of Fact and Conclusions of Law and Judgment entered October 9, 2015, and again before the Court on July 8, 2022 and July 18, 2022 on Plaintiffs' November 6, 2015 Motion in Support of Punitive Damages Award, with an Order entered on January 17, 2023,
IT IS HEREBY ORDERED AND ADJUDGED that judgment is entered in favor of Plaintiffs and against Defendants as follows:

1. Against MEI-GSR Holdings, LLC ("MEI-GSR") and AM-GSR Holdings, LLC ("AM-GSR") in the amount of \$442,591.83 for underpaid revenues to Unit owners;

2. Against MEI-GSR, AM-GSR, and Gage Village Development, LLC in the amount of \$4,152,669.13 for the rental of units of owners who had no rental agreement;

1 3. Against MEI-GSR and AM-GSR in the amount of \$1,399,630.44 for discounting owner's rooms
2 without credits;

3 4. Against MEI-GSR and AM-GSR in the amount of \$31,269.44 for discounted rooms with credits;

4 5. Against MEI-GSR and AM-GSR in the amount of \$96,084.96 for "comp'd" or free rooms;

5 6. Against MEI-GSR and AM-GSR in the amount of \$411,833.40 for damages associated with the
6 bad faith "preferential rotation system";

7 7. Against MEI-GSR and AM-GSR in the amount of \$1,706,798.04 for improperly calculated and
8 assessed contracted hotel fees;

9 8. Against MEI-GSR and AM-GSR in the amount of \$77,338.31 for improperly collected
10 assessments;

11 TOTAL COMPENSATORY DAMAGES \$8,318,215.54

12 IT IS FURTHER ORDERED AND ADJUDGED that Defendant AM-GSR Holdings, LLC is
13 jointly and severally liable with MEI-GSR, for these compensatory damages, only.

14 IT IS FURTHER ORDERED AND ADJUDGED that Defendant Gage Village Development is
15 jointly and severally liable with MEI-GSR for the sum of \$4,152,669.13 in compensatory damages,
16 only.

17 IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted punitive
18 damages against Defendants MEI-GSR in the total amount of \$9,190,521.92.

19 This Judgment shall accrue pre- and post-judgment interest at the applicable legal rate as provided
20 by Nevada law until fully satisfied. No pre-judgment interest shall accrue on the punitive damages
21 award.

1 IT IS FURTHER ORDERED AND ADJUDGED that Defendants shall take nothing by way of
2 their counterclaims which were previously stricken by the Court.

3 Dated this 10th day April, 2023.

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Hon. Elizabeth Gonzalez, (Ret.)
7 Sr. District Court Judge
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CERTIFICATE OF SERVICE

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that on the 10th day of April, 2023, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

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ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS, ETAL**

**DATE, JUDGE
OFFICERS OF**

COURT PRESENT

APPEARANCES-HEARING

CONT'D TO

10/14/13

STATUS CONFERENCE (IN CHAMBERS)

HONORABLE

8:00 a.m. – Court convened.

10/21/13

ELLIOTT A.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

8:30 a.m.

SATTLER

Sean Brohawn, Esq., was present on behalf of the Defendants.

Jury Trial

DEPT. NO.10

Discussion ensued between the Court and respective counsel regarding the number of witnesses and the length of the trial.

(3 weeks)

M. Merkouris
(Clerk)

Discussion further ensued regarding discovery issues that Plaintiffs' counsel is having with the Defendants, specifically email correspondence with Mr. Morello that has been testified about, but not produced.

Not Reported

COURT noted that a settlement conference is set for tomorrow (October 15, 2013) in Department 6, and it does not seem that a meaningful settlement conference can be conducted if Plaintiffs' counsel believes evidence is being hidden by the Defendants.

Counsel Brohawn advised the Court that the Plaintiffs have been invited into the property twice, and they are not hiding anything.

Discussion ensued regarding Mr. Morello and the extent of his day-to-day involvement in the company.

Counsel Brohawn requested that Mr. Morello's deposition be limited to 1.5 hours, and that it be conducted in Southern California where he lives.

Counsel Miller responded.

COURT ORDERED: Mr. Morello's deposition shall be taken prior to Thursday, October 17, 2013, and it shall be limited to four (4) hours.

Discussion further ensued regarding email correspondence with Mr. Morello that has not been produced.

COURT FURTHER ORDERED: Counsel Brohawn shall file a declaration detailing his good faith effort to obtain requested discovery by 8:00 a.m. on Wednesday, October 16, 2013.

Counsel Brohawn advised the Court that they have an offer on the table and they are very optimistic regarding settlement of this case.

Further discussion ensued between respective counsel regarding the declaration that will be filed by counsel Brohawn.

8:31 a.m. – Court concluded and stood in recess.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS, ETAL**

**DATE, JUDGE
OFFICERS OF**

COURT PRESENT

APPEARANCES-HEARING

CONT'D TO

10/16/13
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO.10
M. Merkouris
(Clerk)
Not Reported

STATUS CONFERENCE (IN CHAMBERS)

8:10 a.m. – Court convened.
Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.
Sean Brohawn, Esq., was present on behalf of the Defendants.
Counsel Brohawn advised the Court that the settlement conference held yesterday (10/15/13) in Dept. 6 was unsuccessful; and he further advised that Mr. Morello's deposition will be taken tomorrow (10/17/13) at 3:00pm in Southern California. Counsel Brohawn further advised the Court that an extensive search was done of deleted emails, and he provided them to the Court.
COURT reviewed the emails provided by counsel Brohawn.
Discussion ensued between Court and respective counsel regarding the emails.
COURT found that the emails are not privileged, and shall be given to Plaintiffs' counsel.
Counsel Miller advised the Court that his clients have instructed him to hold the trial date, and they understand they are trailing the trial currently being conducted in Dept. 10; and he further advised that he can complete his case-in-chief in one (1) week.
COURT informed counsel that the trial in this case will not be starting on Monday, October 21, 2013, however it can start on Wednesday, October 23, 2013.
Further discussion ensued between the Court and respective counsel regarding the trial schedule.
Respective counsel stipulated to start the trial on Wednesday, October 23, 2013; and they further agreed to meet with the Court Clerk on Monday, October 21, 2013 at 3:00 p.m. to mark exhibits.
Discussion ensued between the Court and respective counsel regarding incorrect data provided by Defendants that was reviewed by Plaintiffs' expert, prior to the expert being deposed.
Counsel Miller stated that this is outrageous, he wasted \$45,000.00 on this issue, and Defendants should be sanctioned.
COURT ORDERED: This issue shall be fully briefed by 5:00pm on Monday, October 21, 2013; counsel shall be prepared to argue the issue on Tuesday, October 22, 2013 if the Court feels a hearing is necessary.
8:31 a.m. – Court concluded and stood in recess.

**10/21/13
3:00 p.m.
Exhibits to
be marked
with the
Clerk**

**10/23/13
8:30 a.m.
Jury Trial
(3 weeks)**

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

**DATE, JUDGE
OFFICERS OF**

PAGE 1

COURT PRESENT

APPEARANCES-HEARING

CONT'D TO

10/21/13
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO.10
M. Merkouris
(Clerk)
M. Pava
(Reporter)

HEARING ON PLAINTIFFS' MOTION FOR SANCTIONS
1:32 p.m. – Court convened.
Jarad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.
Sean Brohawn, Esq., and Devon Reese, Esq, were present on behalf of the Defendants.
COURT noted that this hearing was set to address Plaintiffs' Motion for Sanctions under NRCP 37(b) for Failure to Comply with Court Orders, filed September 24, 2013; **COURT** further advised that he has received a courtesy copy of the Brief and Evidence in Support of Sanctions Hearing. Counsel Brohawn advised the Court that he has just been handed a copy of the Plaintiffs' Brief and Evidence in Support of the Sanctions Hearing. **COURT** advised respective counsel that a 20 minute recess will be taken to allow Defense counsel time to review that document.
1:36 p.m. – Court stood in recess.
Clerk's note: At the recess, counsel Miller advised me that the Plaintiffs' Brief and Evidence in Support of Sanctions Hearing had been filed today (10/21/13) at approximately 12:00 p.m.
2:10 p.m. – Court reconvened.
Counsel Miller called **Craig Green** who was sworn and direct examined; cross examined by counsel Brohawn; re-direct examined by counsel Miller; questioned by the Court; re-cross examined by counsel Brohawn; and excused.
Counsel Brohawn called **Caroline Rich** who was sworn and direct examined; and excused by the Court.
COURT advised respective counsel that it is approximately 4:30 p.m. and he does not see how this issue will be resolved today, or prior to the start of trial on Wednesday.
Discussion ensued between the Court and respective counsel regarding the issues still pending in this case that are not the subject of this hearing, such as the fact that no trial statement has been filed by the Defendants, the fact that the Defendants' pretrial disclosures were filed approximately 2 weeks late, or the issues detailed in the Defendants' Motion to Compel, filed October 18, 2013.
Counsel Miller advised the Court that he is frustrated, and Defense counsel's violations continue, one after another; and he further advised the Court that counsel Brohawn was ordered last week to file a declaration regarding his discovery efforts, and he has failed to do that as well.

**10/22/13
2:00 p.m.
Cont'd Hrg
on
Plaintiffs'
Motion for
Sanctions**

**10/28/13
8:30 a.m.
Jury Trial
(2 weeks)**

DATE, JUDGE

PAGE 2

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONT'D TO

10/21/13

HEARING ON PLAINTIFFS' MOTION FOR SANCTIONS

HONORABLE

COURT noted that the sanctions for these violations could include the Defendants not being allowed to call any witnesses or admit any evidence at trial.

ELLIOTT A.

SATTLER

DEPT. NO.10

Counsel Brohawn responded.

M. Merkouris
(Clerk)

Discussion ensued between the Court and counsel Miller regarding the trial date. Counsel Miller argued that he has never seen discovery violations like the ones in this case, in which the Court's orders are simply ignored, and now they are being addressed on the eve of trial.

M. Pava

(Reporter)

COURT ORDERED: Matter continued to tomorrow, October 22, 2013 at 1:30 p.m.

COURT FURTHER ORDERED: The jury trial set for Wednesday, October 23, 2013 at 8:30 a.m. is vacated and reset to next Monday, October 28, 2013 at 8:30 a.m.

4:45 p.m. – Court stood in recess for the evening.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONT'D TO

10/22/13 **CONT'D HEARING ON PLAINTIFFS' MOTION FOR SANCTIONS**
HONORABLE 2:00 p.m. – Court convened.
ELLIOTT A. Jarad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the
SATTLER Plaintiffs.
DEPT. NO.10 Sean Brohawn, Esq., and Devon Reese, Esq., were present on behalf of the
M. Merkouris Defendants.
(Clerk) **COURT** advised respective counsel that he has received courtesy copies of
M. Pava the Defendants' Memorandum in Support of Hearing, and the Defendants'
(Reporter) Trial Statement, both of which were filed today (10/22/13). **COURT** further
noted that the Defendants' Trial Statement, like many of counsel Brohawn's
pleadings, was filed abysmally late.
Witness **Caroline Rich** was further direct examined by counsel Brohawn;
questioned by the Court; further direct examined.
3:00 p.m. – Court stood in recess.
3:02 p.m. – Court reconvened.
Witness further direct examined; cross examined by counsel Miller; re-
direct examined; re-cross examined; and excused.
Counsel Brohawn called **William Birch** who was sworn and direct
examined; cross examined by counsel Miller; re-direct examined; re-cross
examined; questioned by the Court; and excused.
Counsel Tew presented argument in support of the Plaintiffs' Motion for
Sanctions Under NRCP 37(b) for Failure to Comply With Court Orders.
4:45 p.m. – Court stood in recess for the evening, to reconvene tomorrow,
October 23, 2013 at 8:30 a.m.

DATE, JUDGE	*CORRECTED MINUTES*	
OFFICERS OF		
COURT PRESENT	APPEARANCES-HEARING	CONT'D TO

10/22/13 CONT'D HEARING ON PLAINTIFFS' MOTION FOR SANCTIONS

HONORABLE	2:00 p.m. – Court convened.
ELLIOTT A.	Jarad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the
SATTler	Plaintiffs.
DEPT. NO.10	Sean Brohawn, Esq., and Devon Reese, Esq., were present on behalf of the
M. Merkouris	Defendants.
(Clerk)	COURT advised respective counsel that he has received courtesy copies of
D. Gustin	the Defendants' Memorandum in Support of Hearing, and the Defendants'
(Reporter)	Trial Statement, both of which were filed today (10/22/13). COURT further
	noted that the Defendants' Trial Statement, like many of counsel Brohawn's
	pleadings, was filed abysmally late.
	Witness Caroline Rich was further direct examined by counsel Brohawn;
	questioned by the Court; further direct examined.
	3:00 p.m. – Court stood in recess.
	3:02 p.m. – Court reconvened.
	Witness further direct examined; cross examined by counsel Miller; re-direct
	examined; re-cross examined; and excused.
	Counsel Brohawn called William Birch who was sworn and direct
	examined; cross examined by counsel Miller; re-direct examined; re-cross
	examined; questioned by the Court; and excused.
	Counsel Tew presented argument in support of the Plaintiffs' Motion for
	Sanctions Under NRCP 37(b) for Failure to Comply With Court Orders.
	Counsel Tew had Exhibit A marked for identification.
	Counsel Tew further presented argument in support of Plaintiffs' Motion for
	Sanctions.
	4:45 p.m. – Court stood in recess for the evening, to reconvene tomorrow,
	October 23, 2013 at 8:30 a.m.

CV12-02222
ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL
District Court
Washington County
10/30/2013 02:55 PM
mteckr10

Exhibits

Title: **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

PLAINTIFF: **ALBERT THOMAS ETAL** PATY: **JARAD MILLER, ESQ.**

PATY: **JONATHAN TEW, ESQ.**

DEFENDANT: **MEI-GSR HOLDINGS ETAL** DATY: **SEAN BROHAWN, ESQ.**

DATY: **DEVON REESE, ESQ.**

Case No: **CV12-02222**

Dept. No: **10**

Clerk: **M. MERKOURIS**

Date: **10/22/13**

Exhibit No.	Party	Description	Marked	Offered	Admitted
A	PLAINTIFFS	Documents presented to the Court by Plaintiffs' counsel during 10/22/13 continued hearing on Plaintiffs' Motion for Sanctions	10/22/13		

PAGE 1

CONT'D TO

1/6/14
8:30 a.m.
Jury Trial
(2 weeks)

DATE, JUDGE

PAGE 2

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONT'D TO

10/23/13

CONT'D HEARING ON PLAINTIFFS' MOTION FOR SANCTIONS

HONORABLE 3:10 p.m. – Court reconvened.

ELLIOTT A. **COURT ORDERED:** The Jury Trial set to commence on October 28, 2013

SATTLER is hereby vacated and reset to Monday, January 6, 2014 at 8:30 a.m., and it

DEPT. NO.10 shall be set for two (2) weeks.

M. Merkouris 3:15 p.m. – Court concluded and stood in recess.

(Clerk)

P. Hoogs

(Reporter)

CASE NO. CV12-02222 **ALBERT THOMAS, ETAL VS. MEI-GSR HOLDINGS, ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

11/5/13
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
K. Waldie
(Reporter)

**HEARING ON PLAINTIFFS' EXPARTE EMERGENCY MOTION FILED
NOVEMBER 5, 2013**

3:11 p.m. – Court convened.

Jarrad Miller, Esq., was present on behalf of the Plaintiffs. Plaintiffs' expert, Adrian Leon Mare was also present.

Sean Brohawn, Esq., and Rachel Wise, Esq., were present on behalf of the Defendants.

COURT advised respective counsel that he has reviewed the Exparte Emergency Motion to Hold the Defendants in Contempt, as well as the Defendants' Opposition.

Counsel Miller addressed the Court and argued in support of his Motion.

Counsel Brohawn responded; and he further argued in opposition of the Motion.

Counsel Miller replied.

Mr. Mare gave the Court information regarding what type of work he would be doing on the Defendants' computers.

COURT set forth findings of fact and conclusions of law; **COURT ORDERED** respective counsel shall meet today, November 5, 2013, and agree on search terms; Mr. Mare shall then collect data and provide a copy of that data to counsel Brohawn, and Mr. Mare shall not analyze this data until counsel Brohawn has had an opportunity to review it and raise any objections with the Court.

COURT FURTHER ORDERED counsel Brohawn shall provide the documents requested by the Plaintiffs (HOA documents, etc.) to counsel Miller no later than 5:00pm on Tuesday, November 12, 2013.

3:56 p.m. – Court concluded and stood in recess.

CASE NO. CV12-02222

ALBERT THOMAS, ETAL VS. MEI-GSR HOLDINGS ETAL

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

11/19/13

IN-CHAMBERS CONFERENCE RE: EMAILS RECOVERED

HONORABLE

Jarrad Miller, Esq. was present on behalf of the Plaintiffs who were not present. Sean Brohawn was present on behalf of the Defendants who were not present.

ELLIOTT A.

SATTLER

DEPT. NO. 10

C. Lloyd

(Clerk)

Not Report

(Reporter)

Counsel Brohawn addressed the Court advising he has met with his expert, Ira Victor; further advised that Mr. Victor is present and prepared to present his findings on the recovered records; further expanding on the search and the recovery of over 200,000 e-mails and narrowed to approximately 75,000 with the search term "condo"; and further expanded on the recovery of the search term "condominium"; further requesting additional time to narrow the search.

Counsel Miller addressed the Court with his client's position; further presented his findings collected from his expert, Adrian Mare; further requesting to review the Defendant's computer files; further advised his intent to submit a motion under rule 37 or a 60B motion.

Further discussion ensued between respective counsel and the Court regarding the Plaintiff's requesting to review the Defendant's computer files.

COURT presented its concerns and observation that the parties will need more time to narrow the search; and further that this matter should be set for a hearing prior to the trial.

COURT ORDERED: Parties shall set a motion's hearing with its Judicial Assistant prior to the trial. Court further ordered the request made by Counsel Miller to review the Defendant's e-mail files shall be GRANTED with the condition that Counsel Brohawn will have the opportunity to review the computer files between today's date through no later than 5 p.m. on Monday, November 25, 2013, at which time he will be allowed to withhold files that he feels are privileged for the Court's review in-camera. Court further ordered Counsel Brohawn shall make the computer files available to Counsel Miller by Tuesday, November 26, 2013. Court further ordered Miller to prepare a written order consistent with the Court's orders.

****After the in-chambers conference, the parties to set a hearing with the Judicial Assistant to commence on December 4, 2013 at 9:00 a.m.****

CASE NO. CV12-02222 **ALBERT THOMAS, ETAL VS. MEI-GSR HOLDINGS ETAL**

PAGE 1

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

12/4/13
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

HEARING ON PLAINTIFF'S RENEWED MOTION FOR SANCTIONS

Jarad Miller, Esq., was present on behalf of the Plaintiffs.
Sean Brohawn, Esq., was present on behalf of the Defendants. Mr. Ira Victor was present, sitting at counsel table with Mr. Brohawn.
Upon questioning by the Court, counsel Miller explained that there were two identical Motions for Sanctions filed on November 22, 2013, and the reason for this was because his staff anticipated the first motion was going to be rejected by the Court's e-filing system due to a problem with the exhibit list, and therefore a second motion was filed. Discussion ensued between the Court and respective counsel regarding the November 19, 2013 in-chambers conference and the briefing schedule that as set forth at that meeting. **Counsel Miller marked and offered Exhibit B; ordered ADMITTED into evidence.**
Counsel Miller presented argument in support of the Motion for Sanctions. Counsel Miller called **Adrian Leon Mare** who was present telephonically and reminded by the Court that he remained under oath; direct examined. Counsel Miller further argued in support of the Motion. Counsel Brohawn advised the Court that he has not produced the privilege log yet, however he could produce it in approximately one hour. Discussion ensued regarding the privilege log. **COURT** admonished counsel Brohawn for not providing the privilege lot as ordered. **Counsel Brohawn marked and offered Exhibit C; ordered ADMITTED into evidence.**
Counsel Miller further presented argument in support of the Motion for Sanctions; and he further gave the Court information regarding the difficulties he has had in obtaining the privilege log.
Witness **Adrian Leon Mare** was further direct examined; questioned by the Court. Counsel Miller argued regarding the Tim Smith emails; a document was handed to the Court by counsel Miller (*not marked or admitted into evidence*).
Upon questioning by the Court, counsel Brohawn advised that 3 discs were found with Smith, Mueller and Dumas emails, and they were not located on the server. **COURT** admonished counsel Brohawn regarding his failure to comply with the rules of discovery even after being repeatedly instructed by the Court. **COURT** further admonished counsel Brohawn regarding his failure to comply with Court orders. Upon questioning by the Court, counsel Brohawn advised that he has not provided the 3 discs to counsel Miller.
Counsel Brohawn was further admonished by the Court. **COURT** advised respective counsel that a written order denying Plaintiffs' initial Motion for Sanctions (heard on October 21, 2013 – October 23, 2013) will be issued by the Court.

PAGE 2

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

12/4/13
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

HEARING ON PLAINTIFF'S RENEWED MOTION FOR SANCTIONS

COURT further advised that this hearing which is set for 3 hours is not appropriate for the argument of Plaintiffs' renewed Motion for Sanctions, and idea that a jury trial will take place in this case on January 6, 2014 is unreasonable and not realistic in light of the issues raised this morning. **COURT** further advised that at this moment he would be inclined to grant case concluding sanctions, however there are many factors that must be considered, and therefore this motion must be fully briefed and set for hearing.

Discussion ensued regarding the trial date. Counsel Miller advised the Court that at this point, he must hold the trial date and he will have to be prepared; and he further requested that the Court find that the Defendants have waived their privilege, and he should be given immediate access to the documents he is requesting. Counsel Miller further stated that if he was to agree to a continuance of the trial it would go against the wishes of his clients.

Counsel Brohawn gave the Court information regarding Exhibit C.

Counsel Miller responded; and he further stated that instead of preparing for trial he is here arguing for documents that should have already been produced; and he further argued that his clients are being prejudiced by this delay.

Plaintiffs George and Melissa Vagujhelyi were present in the gallery; Mr. Vagujhelyi gave the Court his opinion of a trial continuance in this case; and he further stated that any continuance would benefit the Defendants.

COURT advised that the issue of case concluding sanctions must be re-briefed and re-discussed.

Counsel Miller concurred with the Court that case concluding sanctions should be revisited; and he further requested access to all the hits; and he further argued that Defendants be ordered to pay all previously awarded fees and costs.

Witness **Adrian Leon Mare** was cross examined by counsel Brohawn; questioned by the Court; re-direct examined; re-cross examined; and excused.

Counsel Brohawn addressed the Court regarding an additional hearing on the Motion for Sanctions.

Counsel Brohawn called **Ira Victor** who was sworn and direct examined; cross examined; and excused.

Counsel Brohawn responded to counsel Miller's argument regarding the fee portion of the Motion for Sanctions.

Counsel Miller replied.

COURT ORDERED: Defendants shall pay the fees and costs requested in Plaintiffs' Motion no later than 5:00 p.m. on Friday, December 3, 2013; failure to do so will result in a potential contempt hearing.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

12/4/13
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

HEARING ON PLAINTIFF'S RENEWED MOTION FOR SANCTIONS

COURT set forth findings of fact and conclusions of law;

COURT FURTHER ORDERED the jury trial set for January 6, 2014 shall be vacated over counsel Miller's objections.

COURT FURTHER ORDERED the privilege log shall be submitted to Discovery Commissioner Ayres for his review; if Commissioner Ayres determines that it does not comply with the rules, this will be a waiver of privilege and all documents shall be provided to counsel Miller immediately.

COURT FURTHER ORDERED Mr. Mare shall provide the additional tool to Mr. Victor by 5:00 p.m. on December 9, 2013.

COURT FURTHER ORDERED that neither side shall modify, delete, remove, corrupt, or in any way alter any of the evidence in this case.

COURT FURTHER ORDERED the discovery process in this case shall continue.

COURT FURTHER ORDERED the Pretrial Order in this case shall be modified as follows: counsel Miller shall file a renewed Motion for Case Concluding Sanctions, and the Court will allow this document to be up to 25 pages long; Defendant's response can also be up to 25 pages long, and the reply can be up to 10 pages long.

COURT FURTHER ORDERED the Motion for Case Concluding Sanctions shall be filed by 5:00 p.m. on January 6, 2014; the opposition shall be filed by 5:00 p.m. on January 24, 2014, and a reply shall be filed and the matter submitted to the Court by 5:00 p.m. on February 7, 2014.

COURT FURTHER ORDERED respective counsel shall meet with the Department Ten Judicial Assistant, Sheila Mansfield, during the week of February 10, 2014 and set a hearing on the Motion for Case Concluding Sanctions; at the conclusion of the hearing on the Motion, this matter shall be reset for trial if necessary.

Discussion ensued between the Court and respective counsel regarding the privilege log.

COURT FURTHER ORDERED a briefing schedule regarding the privilege log shall be set forth by Commissioner Ayres.

Counsel Miller shall prepare the order.

12:12 p.m. – Court concluded and stood in recess.

Exhibits

Title: **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**
PLAINTIFF: **ALBERT THOMAS ETAL** PATY: **JARAD MILLER, ESQ.**

DEFENDANT: **MEI-GSR HOLDINGS ETAL** DATY: **SEAN BROHAWN, ESQ.**

Case No: **CV12-02222**

Dept. No: **10**

Clerk: **M. MERKOURIS**

Date: **12/4/13**

Exhibit No.	Party	Description	Marked	Offered	Admitted
B	Plaintiffs	Email from counsel Miller to counsel Brohawn, dated November 22, 2013	12/4/13	No Obj.	12/4/13
C	Defendants	Privilege Log	12/4/13	No Obj.	12/4/13

DATE, JUDGE
OFFICERS OF
COURT PRESENT

CORRECTED MINUTES

APPEARANCES-HEARING

12/4/13
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

HEARING ON PLAINTIFF'S RENEWED MOTION FOR SANCTIONS

Jarad Miller, Esq., was present on behalf of the Plaintiffs.

Sean Brohawn, Esq., was present on behalf of the Defendants. Mr. Ira Victor was present, sitting at counsel table with Mr. Brohawn.

Upon questioning by the Court, counsel Miller explained that there were two identical Motions for Sanctions filed on November 22, 2013, and the reason for this was because his staff anticipated the first motion was going to be rejected by the Court's e-filing system due to a problem with the exhibit list, and therefore a second motion was filed. Discussion ensued between the Court and respective counsel regarding the November 19, 2013 in-chambers conference and the briefing schedule that as set forth at that meeting.

Counsel Miller marked and offered Exhibit B; ordered ADMITTED into evidence.

Counsel Miller presented argument in support of the Motion for Sanctions.

Counsel Miller called **Adrian Leon Mare** who was present telephonically and reminded by the Court that he remained under oath; direct examined.

Counsel Miller further argued in support of the Motion.

Counsel Brohawn advised the Court that he has not produced the privilege log yet, however he could produce it in approximately one hour.

Discussion ensued regarding the privilege log.

COURT admonished counsel Brohawn for not providing the privilege lot as ordered.

Counsel Brohawn marked and offered Exhibit C; ordered ADMITTED into evidence.

Counsel Miller further presented argument in support of the Motion for Sanctions; and he further gave the Court information regarding the difficulties he has had in obtaining the privilege log.

Witness **Adrian Leon Mare** was further direct examined; questioned by the Court.

Counsel Miller argued regarding the Tim Smith emails; a document was handed to the Court by counsel Miller (*not marked or admitted into evidence*).

Upon questioning by the Court, counsel Brohawn advised that 3 discs were found with Smith, Mueller and Dumas emails, and they were not located on the server.

COURT admonished counsel Brohawn regarding his failure to comply with the rules of discovery even after being repeatedly instructed by the Court. **COURT** further admonished counsel Brohawn regarding his failure to comply with Court orders.

Upon questioning by the Court, counsel Brohawn advised that he has not provided the 3 discs to counsel Miller.

Counsel Brohawn was further admonished by the Court.

COURT advised respective counsel that a written order denying Plaintiffs' initial Motion for Sanctions (heard on October 21, 2013 – October 23, 2013) will be issued by the Court.

CV12-02222
ALBERT THOMAS ETAL, VS. MEI-GSR HOLDINGS ETAL
District Court
Washoe County
12/10/2013 12:59 PM
MIN
N1ACN1BT

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

12/4/13
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

HEARING ON PLAINTIFF'S RENEWED MOTION FOR SANCTIONS

COURT further advised that this hearing which is set for 3 hours is not appropriate for the argument of Plaintiffs' renewed Motion for Sanctions, and idea that a jury trial will take place in this case on January 6, 2014 is unreasonable and not realistic in light of the issues raised this morning. **COURT** further advised that at this moment he would be inclined to grant case concluding sanctions, however there are many factors that must be considered, and therefore this motion must be fully briefed and set for hearing. Discussion ensued regarding the trial date. Counsel Miller advised the Court that at this point, he must hold the trial date and he will have to be prepared; and he further requested that the Court find that the Defendants have waived their privilege, and he should be given immediate access to the documents he is requesting. Counsel Miller further stated that if he was to agree to a continuance of the trial it would go against the wishes of his clients.

Counsel Brohawn gave the Court information regarding Exhibit C.

Counsel Miller responded; and he further stated that instead of preparing for trial he is here arguing for documents that should have already been produced; and he further argued that his clients are being prejudiced by this delay.

Plaintiffs George and Melissa Vagujhelyi were present in the gallery; Mr. Vagujhelyi gave the Court his opinion of a trial continuance in this case; and he further stated that any continuance would benefit the Defendants.

COURT advised that the issue of case concluding sanctions must be re-briefed and re-discussed.

Counsel Miller concurred with the Court that case concluding sanctions should be revisited; and he further requested access to all the hits; and he further argued that Defendants be ordered to pay all previously awarded fees and costs.

Witness **Adrian Leon Mare** was cross examined by counsel Brohawn; questioned by the Court; re-direct examined; re-cross examined; and excused.

Counsel Brohawn addressed the Court regarding an additional hearing on the Motion for Sanctions.

Counsel Brohawn called **Ira Victor** who was sworn and direct examined; cross examined; and excused.

Counsel Brohawn responded to counsel Miller's argument regarding the fee portion of the Motion for Sanctions.

Counsel Miller replied.

COURT ORDERED: Defendants shall pay the fees and costs requested in Plaintiffs' Motion no later than 5:00 p.m. on Friday, January 3, 2014; failure to do so will result in a potential contempt hearing.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

12/4/13
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

HEARING ON PLAINTIFF'S RENEWED MOTION FOR SANCTIONS

COURT set forth findings of fact and conclusions of law;

COURT FURTHER ORDERED the jury trial set for January 6, 2014 shall be vacated over counsel Miller's objections.

COURT FURTHER ORDERED the privilege log shall be submitted to Discovery Commissioner Ayres for his review; if Commissioner Ayres determines that it does not comply with the rules, this will be a waiver of privilege and all documents shall be provided to counsel Miller immediately.

COURT FURTHER ORDERED Mr. Mare shall provide the additional tool to Mr. Victor by 5:00 p.m. on December 9, 2013.

COURT FURTHER ORDERED that neither side shall modify, delete, remove, corrupt, or in any way alter any of the evidence in this case.

COURT FURTHER ORDERED the discovery process in this case shall continue.

COURT FURTHER ORDERED the Pretrial Order in this case shall be modified as follows: counsel Miller shall file a renewed Motion for Case Concluding Sanctions, and the Court will allow this document to be up to 25 pages long; Defendant's response can also be up to 25 pages long, and the reply can be up to 10 pages long.

COURT FURTHER ORDERED the Motion for Case Concluding Sanctions shall be filed by 5:00 p.m. on January 6, 2014; the opposition shall be filed by 5:00 p.m. on January 24, 2014, and a reply shall be filed and the matter submitted to the Court by 5:00 p.m. on February 7, 2014.

COURT FURTHER ORDERED respective counsel shall meet with the Department Ten Judicial Assistant, Sheila Mansfield, during the week of February 10, 2014 and set a hearing on the Motion for Case Concluding Sanctions; at the conclusion of the hearing on the Motion, this matter shall be reset for trial if necessary.

Discussion ensued between the Court and respective counsel regarding the privilege log.

COURT FURTHER ORDERED a briefing schedule regarding the privilege log shall be set forth by Commissioner Ayres.

Counsel Miller shall prepare the order.

12:12 p.m. – Court concluded and stood in recess.

CASE NO. CV12-02222

ALBERT THOMAS, ET AL. VS. MEI-GSR HOLDINGS, ET AL.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

05/14/14
HON. ELLIOTT
SATTLER
DEPT. NO. 10
G. Bartlett
(Clerk)
M. Pava
(Reporter)

MOTION FOR CASE TERMINATING SANCTIONS

Jonathan J. Tew, Esq. and Jarrad C. Miller, Esq. present representing the Plaintiffs. Sean L. Brohawn, Esq., Steven B. Cohen, Esq. and H. Stan Johnson representing the Defendants, Grand Sierra Resort Unit-Owner's Association, MEI-GSR Holdings, LLC.

The Court stated that the Plaintiffs' Motion to Compel Deposition and for Sanctions has merit and stated the elements of the motion. COURT ORDERED: Mr. Yuval Brash shall appear for deposition within 20 days. Mr. Brash shall pay attorneys costs in the amount of \$942.50, an additional \$130.00 for court reporter costs and payment of a fine in the amount of \$1,000.00. Counsel Miller shall prepare findings of fact, conclusions of law and order.

The Court discussed the Plaintiffs' Motion to Compel Production of Documents and the District Court rules. The Court informed respective counsel that the matter shall be submitted to the Discovery Commissioner for ruling. Counsel Miller shall brief the matter and file the same by May 28, 2014 and counsel Brohawn shall file opposition.

The Court discussed the issue of the late filings by counsel Brohawn; counsel Browhan responded thereto.

The Court finds that counsel Brohawns' issue with not making deadlines is inappropriate and finds counsel to be in contempt. COURT ORDERED: Counsel Brohawn shall pay a fine in the amount of \$500.00 to the Washoe County Law Library by 5:00 p.m. on May 15, 2014.

The Court will consider the remaining motions simultaneously.

Counsel Brohawn moved to call a witness out-of-order; no objection by respective counsel; SO ORDERED.

Caroline Rich was called by counsel Brohawn, sworn, testified and cross-examined by counsel Miller.

During the testimony of witness Rich, the following exhibit was ordered marked and admitted:

Defense exhibit 1

Also during the testimony of witness Rich, the follow exhibit was marked for identification only:

Plaintiffs' exhibit 2

Counsel Miller presented opening argument in support of the motion and discussed the evidence being withheld from the Plaintiffs after numerous depositions had been taken, therefore, counsel could not question the witnesses regarding the evidence.

CASE NO. CV12-02222

ALBERT THOMAS, ET AL. VS. MEI-GSR HOLDINGS, ET AL.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

05/14/14
HON. ELLIOTT
SATTLER
DEPT. NO. 10
G. Bartlett
(Clerk)
M. Pava
(Reporter)

Counsel further stated that hundreds of thousands of dollars have been wasted due to the Plaintiffs withholding of evidence. Counsel Brohawn discussed the science behind locating attachments in e-mail searches and stated that GSR acted in good faith throughout the discovery process.

Ira Victor was called by counsel Miller, sworn, testified and cross-examined by counsel Brohawn.

During the testimony of witness Victor, the following exhibit was marked for identification purposes only:

Plaintiffs' exhibit 3

COURT ORDERED: Respective counsel shall meet with Department 10 Administrative Assistant by the end of business day May 16, 2014 to schedule a date for the continuation of the instant hearing.

EXHIBITS

PLTF: ALBERT THOMAS, ET AL.
DEFT: MEI-GSR HOLDINGS, ET AL.

PATY: Jarrad Miller, Esq.
DATY: Sean L. Brohawn, Esq.

Case No: **CV12-02222** Dept. No: **10** Clerk: **G. Bartlett** Date: 5/14/14

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Deft.	Print-out of e-mail thread	5/14/14	No Obj.	5/14/14
2	Pltf.	Print-out of e-mails	5/14/14		
3	Pltf.	File-stamped copy of Subpoena Duces Tecum filed 4/1/14	5/14/14		

CASE NO. CV12-02222 ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS, LLC ETAL

PAGE 1

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

8/1/14
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

**CONTINUED HEARING ON PLAINTIFFS' RENEWED MOTION FOR CASE-
CONCLUDING SANCTIONS**

8:36 a.m. – Court convened.

Jarad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.
Steven Cohen, Esq., and H. Stan Johnson, Esq., were present on behalf of the Defendants.

COURT noted that Sean Brohawn, Esq., was not present in the courtroom.

Upon direction of the Court, the Clerk printed the Application for Setting filed on May 16, 2014, which set this matter for today (August 1, 2014) at 8:30 a.m., and it was reviewed by the Court.

COURT ORDERED: Counsel Brohawn is found in contempt, and he shall pay One Thousand Dollars (\$1,000.00) to the Washoe County Law Library by 5:00 p.m. today, August 1, 2014.

Discussion ensued between the Court and counsel Miller regarding outstanding discovery issues currently pending before Commissioner Ayres.

Counsel Brohawn arrived in the courtroom.

COURT noted that he believes he overstated his authority in fining counsel Brohawn One Thousand Dollars (\$1,000.00) for being late this morning, as the maximum amount he can impose is Five Hundred Dollars (\$500.00); and therefore, the previous order is modified, and counsel Brohawn shall pay Five Hundred Dollars (\$500.00) to the Washoe County Law Library by 5:00 p.m. today, August 1, 2014.

COURT further noted that all discovery issues currently pending in this case must be resolved prior to a hearing on Plaintiff's Renewed Motion for Case-Concluding Sanctions; and he further advised respective counsel that he is concerned that this hearing could be a waste of time if discovery issues are still pending in front of Commissioner Ayres.

Counsel Miller advised the Court that there are no discovery issues, and they can proceed today.

Counsel Brohawn addressed the Court and apologized for being late this morning; and he further advised that he had this hearing calendared for 9:00 a.m.

COURT handed counsel Brohawn a copy of the Application for Setting filed on May 16, 2014, and he further advised counsel Brohawn that the Court accepts his apology, and he is ready to proceed with the hearing.

Counsel Miller called **Adrian Leon Mare** who was reminded by the Court that he has been previously sworn in this case and remains under oath; direct examined.

Counsel Miller offered Exhibit 2 into evidence.

COURT noted that Exhibit 2 was marked during the hearing on May 14, 2014, and the Evidence Clerk, Mario Lopez, is on his way to the courtroom now with those exhibits.
Witness further direct examined.

PAGE 2

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

8/1/14
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

**CONTINUED HEARING ON PLAINTIFFS' RENEWED MOTION FOR CASE-
CONCLUDING SANCTIONS**

Counsel Miller requested that witness Mare be allowed to testify in a narrative form and make a presentation to the Court; no objection; **SO ORDERED.**

Witness Mare testified in a narrative form and made a presentation regarding emails to the Court; further direct examined; cross examined by counsel Brohawn; re-direct examined; re-cross examined.

10:10 a.m. – Court stood in recess.

10:32 a.m. – Court reconvened.

COURT noted that the exhibits marked during the hearing on May 14, 2014 are now in the courtroom.

Counsel Brohawn reviewed Exhibit 2, and noted that it contained an additional page that is not a part of his copy of Exhibit 2.

Counsel Miller stipulated to removing the last page of Exhibit 2.

COURT ORDERED Exhibit 2 admitted into evidence.

Witness Mare further re-cross examined; re-direct examined; re-cross examined; and excused.

Counsel Miller advised the Court that he has no further witnesses.

Counsel Brohawn called **Kevin Gildesgard** who was sworn and direct examined; cross examined by counsel Miller.

Counsel Brohawn marked and offered Exhibit 4; no objection; ordered ADMITTED into evidence.

Witness Gildesgard excused.

Counsel Brohawn called **Dean Griffith Benz** who was sworn and direct examined.

Counsel Miller advised the Court that he has not deposed this witness, and he had no knowledge that this witness was going to be called today; and he further advised that he would have invoked the Rule of Exclusion if he would have known this witness has been present in the courtroom all morning.

Witness Benz was cross examined by counsel Miller; and excused.

Counsel Brohawn called **Yuval Brash** who was sworn and direct examined.

Counsel Brohawn had Exhibit 5 marked for identification.

Witness further direct examined.

Counsel Brohawn had Exhibit 6 marked for identification.

Witness further direct examined.

11:58 a.m. – Court stood in recess for lunch.

1:30 p.m. – Court reconvened.

Counsel Brohawn offered Exhibit 5; no objection; ordered ADMITTED into evidence.

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

8/1/14
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

**CONTINUED HEARING ON PLAINTIFFS' RENEWED MOTION FOR CASE-
CONCLUDING SANCTIONS**

Counsel Brohawn offered Exhibit 6; counsel Miller requested to conduct cross examination of witness Brash prior to Exhibit 6 being admitted.

COURT ORDERED: Exhibit 6 shall be admitted at this time; if the Court reviews Exhibit 6 after cross examination and decides it is inadmissible, it will not be considered. Witness further direct examined; cross examined by counsel Miller; re-direct examined; re-cross examined; and excused.

3:10 p.m. – Court stood in recess.

3:32 p.m. – Court reconvened.

Counsel Brohawn advised the Court that he has no further witnesses.

Discussion ensued between the Court and respective counsel regarding the length of oral arguments on this issue, and whether or not counsel should attempt to conclude oral arguments by 5:00 p.m. today, or continue this hearing.

COURT ORDERED: Matter continued to August 11, 2014 at 8:30 a.m.

3:41 p.m. – Court concluded and stood in recess.

Clerk's note: Counsel Brohawn advised the Clerk that he paid the \$500.00 fine to the Washoe County Law Library over the lunch recess, and he provided the Clerk with a copy of the receipt.

Exhibits

Title: **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**
 PLAINTIFF: **ALBERT THOMAS ETAL** PATY: **JARRAD MILLER, ESQ.**
 PATY: **JONATHAN TEW, ESQ.**
 DEFENDANT: **MEI-GSR HOLDINGS, ETAL** DATY: **SEAN BROHAWN, ESQ.**
 DATY: **STEVEN COHEN, ESQ.**
 DATY: **H. STAN JOHNSON**

Case No: **CV12-02222**

Dept. No: **10**

Clerk: **M. MERKOURIS**

Date: **8/1/14**

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	DEFENSE	Printout of email thread	5/14/14	No Obj.	5/14/14
2	PLAINTIFF	Printout of emails	5/14/14	No Obj.	8/1/14
3	PLAINTIFF	File-stamped copy of Subpoena Duces Tecum, filed 4/1/14	5/14/14		
4	DEFENSE	Photocopy of a CD	8/1/14	No Obj.	8/1/14
5	DEFENSE	Data Clone document dated February 24, 2014	8/1/14	No Obj.	8/1/14
6	DEFENSE	Printout of emails	8/1/14	Obj; Overruled	8/1/14

CASE NO. CV12-02222 ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS, LLC ETAL

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

8/11/14

HONORABLE

ELLIOTT A.

SATTLER

DEPT. NO. 10

M. Merkouris

(Clerk)

D. Gustin

(Reporter)

**CONTINUED HEARING ON PLAINTIFFS' RENEWED MOTION FOR CASE-
CONCLUDING SANCTIONS**

8:30 a.m. – Court convened.

Jarad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

H. Stan Johnson, Esq., and Sean Brohawn, Esq., were present on behalf of the Defendants.

COURT reviewed the procedural history of the case; and noted that the evidentiary portion of the hearing concluded on August 4, 2014, and the hearing was continued to today for oral argument. **COURT** further noted that he will not be ruling from the bench at the conclusion of respective counsel's arguments as he will want to further review the exhibits and transcripts from the three hearings that will have been held on this issue.

Counsel Miller presented argument in support of Plaintiffs' Renewed Motion for Case-Concluding Sanctions, filed January 27, 2014 (Motion).

10:05 a.m. – Court stood in recess.

10:25 a.m. – Court reconvened.

Counsel Miller continued presenting argument in support of his Motion.

Counsel Brohawn presented argument in opposition to Plaintiffs' Motion.

11:57 a.m. – Court stood in recess for lunch.

1:19 p.m. – Court reconvened.

Counsel Brohawn further presented argument in opposition to Plaintiffs' Motion.

Counsel Miller replied; and he further presented argument in support of his Motion.

COURT ORDERED: Matter taken under advisement.

2:33 p.m. – Court concluded and stood in recess.

CASE NO. CV12-02222 ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

11/19/14

ORAL ARGUMENTS

HONORABLE

1:30 p.m. – Court convened.

ELLIOTT A.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

SATTLER

H. Stan Johnson, Esq., Steven Cohen, Esq., and Mark Wray, Esq., were present on behalf of the Defendants.

DEPT. NO. 10

M. Merkouris

James Proctor was present in the gallery.

(Clerk)

COURT reviewed the recent procedural history of the case.

L. Urmston

COURT advised respective counsel that he sits on the Board of Directors for Washoe Legal Services with Mr. Proctor.

(Reporter)

Counsel Tew presented argument in support of the Plaintiffs' Motion to Strike Defendants' Amended Trial Statement and Motions in Limine (Motion to Strike), filed October 13, 2014. Counsel Johnson responded; and he further presented argument in opposition of the Motion to Strike.

COURT ORDERED: The Plaintiffs' Motion to Strike Defendants' Amended Trial Statement and Motions in Limine is GRANTED.

Counsel Tew shall prepare the order.

COURT FURTHER ORDERED: The parties shall continue to act in good faith regarding the exchange of information pending the prove up hearing set for January 26, 2015; any issues should be brought to the Court's attention, and will either be addressed by this Court or referred to Discovery Commissioner Ayres.

COURT FURTHER ORDERED: Respective counsel shall have until 5:00 p.m. on December 15, 2014 to file briefs (15 pages max) on their proposed procedures for the prove up hearing; the Court will consider the briefs and prepare an order.

Counsel Miller presented argument in support of Plaintiffs' Motion for Appointment of Receiver, filed October 16, 2014.

Counsel Cohen responded.

COURT ORDERED: Plaintiff's Motion for Appointment of Receiver is GRANTED, subject to further order of this Court clarifying the scope and the parties to be affected by the receivership. The parties shall meet and confer and provide a proposed order to the Court by 5:00 p.m. on December 1, 2014.

COURT FURTHER ORDERED: If the parties cannot work out a proposed order granting a receiver, they shall advise the Court of the issues they are having by 5:00 p.m. on November 26, 2014.

Counsel Miller shall prepare the order.

3:06 p.m. – Court adjourned.

CASE NO. CV12-02222 ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONT'D TO

1/13/14

HEARING RE: TRANSFER OF PROPERTY

HONORABLE

2:00 p.m. – Court convened.

1/15/15

ELLIOTT A.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

8:00 a.m.

SATTTLER

Telephonic
Conference
(in chambers)

DEPT. NO.10

H. Stan Johnson, Esq., and Mark Wray, Esq., were present on behalf of the Defendants.

M. Merkouris

(Clerk)

COURT reviewed the recent procedural history of the case; noting a letter he received from counsel Johnson yesterday, January 12, 2015, regarding the transfer of property to AM-GSR Holdings, LLC.

1/26/15

L. Urmston

(Reporter)

Discussion ensued between the Court and respective counsel regarding the stipulation that has been reached regarding the transfer of property.

8:30 a.m.

Counsel Miller advised the Court that he wanted to have Mr. Green's report available for Defense counsel today, however Mr. Green is still working on his analysis, and he is aware that he needs to get this report to Defense counsel as soon as possible in light of the prove-up hearing set for January 26, 2015.

Prove-up
hearing
(3-5 days)

Counsel Miller further advised that he is going to speak to Mr. Green tomorrow, and then he will have a better idea of when the report will be done. Discussion ensued between the Court and respective counsel regarding the hearing set for January 26, 2015.

Counsel Johnson indicated that he believes the hearing will last approximately three days, however he has not seen Mr. Green's report, and he is not sure exactly how many witnesses will be called.

Counsel Miller advised the Court that once the decision on the pending motion will determine how many witnesses he calls.

Discussion further ensued regarding Mr. Green's report, and Defense counsels' need to have their expert witness review the report.

COURT ORDERED: Counsel Miller shall prepare a stipulation and order regarding AM-GSR, LLC, being added as a defendant in this case.

COURT FURTHER ORDERED: Counsel Miller, counsel Tew and counsel Wray (if he wishes) shall meet in the Department Ten chambers on Thursday, January 15, 2015 at 8:00 a.m., to have a telephonic conference with counsel Johnson regarding the prove-up hearing set for January 26, 2015.

COURT FURTHER ORDERED: Respective counsel shall meet with the Department Ten Judicial Assistant, Sheila Mansfield, after this hearing to look at other possible dates to set the prove-up hearing in the event that Mr. Green's report is not done in time.

2:19 p.m. – Court adjourned.

CASE NO. CV12-02222 ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONT'D TO

1/15/15

IN CHAMBERS CONFERENCE

HONORABLE

8:00 a.m. – Court convened.

2/9/15

ELLIOTT A.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

8:30 a.m.

SATTLER

Prove-up

DEPT. NO.10

Mark Wray, Esq., was present on behalf of the Defendants.

hearing

M. Merkouris

H. Stan Johnson, Esq., was present telephonically on behalf of the Defendants.

(3 days)

(Clerk)

COURT reviewed the recent procedural history of the case.

Not reported

Counsel Miller requested that the prove-up hearing currently set for January 26, 2015 be reset to February 9, 2015 as Mr. Green has indicated that he needs two additional documents before he can finalize his report. Counsel Miller gave the Court information regarding the documents Mr. Green has requested to do his report, and he advised the Court that the Defendants have been extremely cooperative since the Court's order.

Counsel Johnson advised the Court that he has forwarded Mr. Green's data requests onto the GSR; and he further stated that he does agree to vacate the January 26, 2015 prove-up hearing and reschedule it for February 9, 2015.

COURT advised respective counsel that they shall continue to work diligently and be prepared for the February 9, 2015 hearing, which he will be very reluctant to reschedule again.

8:05 a.m. – Court adjourned.

CASE NO. CV12-02222 ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONT'D TO

2/4/15

IN CHAMBERS CONFERENCE

HONORABLE 2:15 p.m. – Court convened in chambers.

ELLIOTT A. Jarrad Miller, Esq., was present on behalf of the Plaintiffs.

SATTLER H. Stan Johnson, Esq., and Mark Wray, Esq., were present telephonically on
DEPT. NO.10 behalf of the Defendants.

M. Merkouris **COURT** reviewed the recent procedural history of the case; and he further
(Clerk) noted that he has reviewed the Defendants' Motion for an Order Shortening
Not reported Time for a Motion to Continue the Hearing on Damages set to Commence on
February 9, 2015 (filed February 3, 2015).

Counsel Johnson advised the Court that they are requesting to continue the
February 9, 2015 prove up hearing as their expert will need more time to
analyze Mr. Green's report, which is approximately 5,000 pages long.
Discussion ensued between the Court and respective counsel regarding Mr.
Green's report.

COURT ORDERED: Defendants' request to vacate the February 9, 2015
prove up hearing is GRANTED; respective counsel shall meet and confer, and
then contact the Department Ten Judicial Assistant, Sheila Mansfield, within
48 hours to reset the hearing.

COURT advised respective counsel that he is finalizing an order setting forth
the procedures for the prove up hearing; and he further indicated that he will
not entertain any additional requests to continue the next hearing.

Counsel Miller advised the Court that the most recent 2014 data he received
from the GSR is missing information for the Plaintiffs who are not a part of the
rental agreement, and he sent a meet and confer letter to the Defendants
regarding this issue.

COURT indicated that if the parties cannot resolve this issue on their own, he
will assist them, or he will refer the matter to Commissioner Ayres.

2:35 p.m. – Court adjourned.

CASE NO. CV12-02222 ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL

DATE, JUDGE

PAGE 1

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

3/23/15

PROVE UP HEARING

HONORABLE

3/19/15 at 2:00 p.m. – The Clerk met with counsel Miller and counsel Wray to mark exhibits.

ELLIOTT A.

Counsel Wray advised the Clerk that he would like to lodge his objections to Plaintiffs' Exhibits 234,

SATTLER

236-244 & 246; and he further advised the Clerk that he would like to mark Exhibit 248 (which he

DEPT. NO. 10

provided to the Clerk) and Exhibits 249-302 (which were not provided to the Clerk and therefore not

M. White

marked) for demonstrative purposes only. Counsel Miller objected to counsel Wray marking or offering

(Clerk)

any exhibits.

P. Hoogs

8:37 a.m. – Court convened.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

H. Stan Johnson, Esq., Steven Cohen, Esq., and Mark Wray, Esq., were present on behalf of the Defendants.

COURT reviewed the recent procedural history of the case.

Counsel Miller called **Craig Greene**, who was sworn and direct examined.

(During the beginning of Mr. Greene's testimony, the Court went off the record twice to allow the Court Reporter time to fix the real-time connection problem.)

Witness was further direct examined; questioned by the Court; further direct examined.

Counsel Miller offered Exhibit 246; counsel Johnson objected; objection overruled and Exhibit 246 ordered ADMITTED into evidence.

Witness further direct examined.

Counsel Miller offered Exhibit 157; no objection; ordered ADMITTED into evidence.

COURT noted that prior to this hearing, Plaintiffs' counsel advised the Clerk that they were planning to mark approximately 28 binders of exhibits, however he directed the Clerk to direct their attention to NRS 52.275, and only mark those exhibits which they plan to offer into evidence.

Counsel Wray advised the Court that he requested to mark Exhibits 248-302, and he gave the Clerk a list reflecting those Exhibits, however the exhibit list he was provided with this morning does not reflect Exhibits 249-302; and he further indicated that he did not actually provide the Clerk with Exhibits 249-302 at the exhibit marking because those documents were with the Receiver at that time.

COURT noted that Defendants' Exhibit 248 was marked and is reflected on the Exhibit List, and Exhibits 249-302 were not provided to the Clerk at the exhibit marking on March 19, 2015.

Witness further direct examined.

Counsel Miller offered Exhibit 239; counsel Johnson objected; objection sustained.

COURT advised respective counsel that **Exhibit 239 will not be admitted into evidence, however he will review page 20, lines 5-22.**

Witness further direct examined.

10:13 a.m. – Court stood in recess.

10:31 a.m. – Court reconvened.

DATE, JUDGE

PAGE 2

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

3/23/15

PROVE UP HEARING

HONORABLE

Witness further direct examined.

ELLIOTT A.

Counsel Miller offered Exhibit 182; no objection; ordered ADMITTED into evidence.

SATTLER

Witness further direct examined.

DEPT. NO. 10

Counsel Miller offered Exhibit 2; no objection; ordered ADMITTED into evidence.

M. White

Witness further direct examined.

(Clerk)

Counsel Miller offered Exhibit 245; no objection; ordered ADMITTED into evidence.

P. Hoogs

Witness further direct examined.

Discussion ensued between the Court and counsel Miller regarding Exhibit 239; **COURT** noted that Exhibit 239 is still not admitted, however he will review pages 169 & 170.

Witness further direct examined; questioned by the Court; further direct examined.

Counsel Miller offered Exhibit 233; no objection; ordered ADMITTED into evidence.

Witness further direct examined.

Counsel Miller offered Exhibit 232; no objection; ordered ADMITTED into evidence.

Witness further direct examined.

Counsel Miller offered Exhibit 4; no objection; ordered ADMITTED into evidence.

Witness further direct examined.

Counsel Miller offered Exhibit 60; no objection; ordered ADMITTED into evidence.

Witness further direct examined.

12:01 p.m. – Court stood in recess for lunch.

1:17 p.m. – Court reconvened.

Witness further direct examined.

Counsel Miller offered Exhibit 6; counsel Johnson objected; objection overruled and Exhibit 6 ordered ADMITTED into evidence.

Witness further direct examined.

Counsel Miller offered Exhibit 1; no objection; ordered ADMITTED into evidence.

Witness further direct examined.

Discussion ensued between the Court and respective counsel regarding Exhibit 58.

COURT ORDERED: Exhibit 58 shall be ADMITTED into evidence under seal.

Witness further direct examined.

Counsel Miller offered Exhibit 11; no objection; ordered ADMITTED into evidence.

Witness further direct examined.

3:00 p.m. – Court stood in recess.

3:19 p.m. – Court reconvened.

Witness further direct examined.

COURT requested that counsel Miller provide him with a hard copy of Mr. Greene's power point presentation; counsel Miller indicated that he will bring a hard copy to the Court tomorrow morning.

DATE, JUDGE
OFFICERS OF

PAGE 3

COURT PRESENT

APPEARANCES-HEARING

3/23/15

PROVE UP HEARING

HONORABLE
ELLIOTT A.

Counsel Johnson requested that counsel Miller also provide him with a copy of Mr. Greene's power point presentation.

SATTLER

COURT directed counsel Miller to provide counsel Johnson with a copy of Mr. Greene's report.

DEPT. NO. 10

Witness further direct examined.

M. White

Counsel Miller offered Exhibit 18; no objection; ordered ADMITTED into evidence.

(Clerk)

Discussion ensued between the Court and counsel Miller regarding Exhibit 44.

P. Hoogs

Witness further direct examined.

Counsel Miller offered Exhibit 44; no objection; ordered ADMITTED into evidence.

Witness cross-examined by counsel Johnson.

4:45 p.m. – Court stood in recess for the evening, to reconvene tomorrow, March 24, 2015, at 8:30 a.m.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

3/24/15

ONGOING PROVE UP HEARING

HONORABLE

Prior to Court reconvening, counsel Miller provided the Clerk with a hard copy of Mr. Greene's power point presentation, and it was marked as Exhibit 249.

ELLIOTT A.

8:35 a.m. – Court reconvened.

SATTLER

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

DEPT. NO. 10

H. Stan Johnson, Esq., Steven Cohen, Esq., and Mark Wray, Esq., were present on behalf of the Defendants.

M. White

(Clerk)

P. Hoogs

Witness **Craig Greene** was reminded by the Court that he remained under oath; questioned by the Court; further cross examined by counsel Johnson.

8:50 a.m. – Court stood in recess.

8:55 a.m. – Court reconvened.

Witness further cross examined.

10:15 a.m. – Court stood in recess.

10:35 a.m. – Court reconvened.

Witness further cross examined.

12:02 p.m. – Court stood in recess for lunch.

1:20 p.m. – Court reconvened.

Witness further cross examined; questioned by the Court; and excused.

Counsel Miller advised the Court that he has no further witnesses, and he requested a brief recess to give him time to set up his technology equipment prior to closing arguments.

Counsel Johnson requested that the Court allow closing arguments to begin in the morning to give him time to review the testimony, focus his arguments, and prepare a power point presentation.

COURT ORDERED: Closing arguments will begin promptly at 8:30 a.m. tomorrow, March 25, 2015.

COURT advised the parties that he will be taking this matter under advisement at the conclusion of closing arguments, and he may require additional briefing.

Counsel Miller indicated that he will not be arguing the punitive damage portion of the case tomorrow.

Discussion ensued between the Court, counsel Miller and counsel Tew regarding punitive damages.

1:44 p.m. – Court adjourned.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

3/25/15

ONGOING PROVE UP HEARING

HONORABLE

8:36 a.m. – Court reconvened.

ELLIOTT A.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

SATTLER

H. Stan Johnson, Esq., Steven Cohen, Esq., and Mark Wray, Esq., were present on behalf of the Defendants.

DEPT. NO. 10

M. White

Counsel Cohen advised the Court that Mr. Alex Morello is present in the gallery.

(Clerk)

Counsel Miller presented closing arguments.

P. Hoogs

9:34 a.m. – Court stood in recess.

During the recess, Plaintiffs' counsel marked a hard copy of their closing power point presentation as Exhibit 250; Defendants' counsel marked a hard copy of their closing power point presentation as Exhibit 251.

9:45 a.m. – Court reconvened.

Counsel Miller further presented closing arguments.

Counsel Johnson presented closing arguments.

11:10 a.m. – Court stood in recess.

11:22 a.m. – Court reconvened.

Counsel Johnson further presented closing arguments.

Counsel Miller presented rebuttal closing arguments.

COURT requested additional information from Plaintiffs' counsel; once the requested information is received by the Court, this matter will be taken under advisement.

12:36 p.m. – Court adjourned.

Exhibits

Title: ALBERT THOMAS, ETAL VS. MEI-GSR HOLDINGS, ETAL
PLAINTIFF: ALBERT THOMAS, ETAL PATY: JARRAD MILLER, ESQ.
DEFENDANT: MEI-GSR HOLDINGS, ETAL DATY: H. STAN JOHNSON, ESQ.

Case No: CV12-02222

Dept. No: 10

Clerk: M. WHITE

Date: 3/23/15

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	PLAINTIFFS	Deposition Exhibit 1 - Seventh Amendment to Condominium Declaration of CC&R and Reservations of Easements	3/19/15	No Obj.	3/23/15
2	PLAINTIFFS	Deposition Exhibit 2 - Grand Sierra Resort Unit Maintenance Agreement (Shepherd Mountain Investments)	3/19/15	No Obj.	3/23/15
3	PLAINTIFFS	INTENTIONALLY LEFT BLANK ("ILB")			
4	PLAINTIFFS	Deposition Exhibit 4 - April 20, 2011 letter from GSR to Shepherd Mountain Investments re: future plans for the property	3/19/15	No Obj.	3/23/15
5	PLAINTIFFS	Deposition Exhibit 5 - Grand Sierra Resort Unit Rental Agreement (blank form)	3/19/15		
6	PLAINTIFFS	Deposition Exhibit 6 - "Dear Program Member" letter from Kristopher Kent, dated September 11, 2012	3/19/15	Obj: overruled	3/23/15
7-10	PLAINTIFFS	ILB			
11	PLAINTIFFS	Deposition Exhibit 11 - Email dated April 5, 2012 between Tim Smith and Terry Vavra/Susie Ragusa re: Condo status as of 04-05-12	3/19/15	No Obj.	3/23/15
12-17	PLAINTIFFS	ILB			
18	PLAINTIFFS	Deposition Exhibit 18 - Email dated December 14, 2012 between Jennifer Campbell and Jennifer Campbell/Susie Ragusa re: GSR Rental Program and forwarding various attachments	3/19/15	No Obj.	3/23/15

Exhibits

Title: **ALBERT THOMAS, ETAL VS. MEI-GSR HOLDINGS, ETAL**
 PLAINTIFF: **ALBERT THOMAS, ETAL** PATY: **JARRAD MILLER, ESQ.**
 DEFENDANT: **MEI-GSR HOLDINGS, ETAL** DATY: **H. STAN JOHNSON, ESQ.**
 Case No: **CV12-02222** Dept. No: **10** Clerk: **M. WHITE** Date: **3/23/15**

Exhibit No.	Party	Description	Marked	Offered	Admitted
19-43	PLAINTIFFS	ILB			
44	PLAINTIFFS	Deposition Exhibit 44 - Correspondence from Kent Vaughan of GSR to Valued Condo Owners, dated May 20, 2011	3/19/15	No Obj.	3/23/15
45-48	PLAINTIFFS	ILB			
49	PLAINTIFFS	Deposition Exhibit 49 - GSR Unit-Owners Association Estimated Operating Budget for 2012, dated November 7, 2011	3/19/15		
50-57	PLAINTIFFS	ILB			
58	PLAINTIFFS	Deposition Exhibit 58 - GSR Balance Sheet for the month ending December 31, 2012 *SEALED EXHIBIT*	3/19/15	No Obj.	3/23/15 (UNDER SEAL)
59	PLAINTIFFS	ILB			
60	PLAINTIFFS	Deposition Exhibit 60 - Memo from Kristopher Kent, Broker/Owner of Renown Real Estate Services to GSR Condo Unit Owner, dated May 4, 2011	3/19/15	No Obj.	3/23/15
61-156	PLAINTIFFS	ILB			
157	PLAINTIFFS	Owner Account Statements for Plaintiff Chandler, Norman	3/19/15	No Obj.	3/23/15
158-181	PLAINTIFFS	ILB			
182	PLAINTIFFS	Owner Account Statements for Plaintiffs Moll, Daniel and Patricia	3/19/15	No Obj.	3/23/15
183-231	PLAINTIFFS	ILB			
232	PLAINTIFFS	Emails (Exhibit 76 to Renewed Motion for Case Terminating Sanctions)	3/19/15	No Obj.	3/23/15

Exhibits

Title: ALBERT THOMAS, ETAL VS. MEI-GSR HOLDINGS, ETAL
PLAINTIFF: ALBERT THOMAS, ETAL PATY: JARRAD MILLER, ESQ.
DEFENDANT: MEI-GSR HOLDINGS, ETAL DATY: H. STAN JOHNSON, ESQ.
Case No: CV12-02222 Dept. No: 10 Clerk: M. WHITE Date: 3/23/15

Exhibit No.	Party	Description	Marked	Offered	Admitted
233	PLAINTIFFS	IUO-GSR 004372 - IUO-GSR 004564 (E-mails) portion	3/19/15	No Obj.	3/23/15
234-238	PLAINTIFFS	ILB			
239	PLAINTIFFS	Deposition of Kent M. Vaughan	3/19/15	Obj; sustained	
240	PLAINTIFFS	Deposition of Terry Vavra	3/19/15		
241	PLAINTIFFS	Deposition of Melvin Cheah	3/19/15		
242-244	PLAINTIFFS	ILB			
245	PLAINTIFFS	Plaintiff Rental Agreements and Maintenance Agreements	3/19/15	No Obj.	3/23/15
246	PLAINTIFFS	McGovern & Greene LLP Expert Report (Provided to Defendants via ShareFile.com 1/30/15)	3/19/15	Obj; overruled	3/23/15
247	PLAINTIFFS	Deposition of Susan Ragusa	3/19/15		
248	DEFENSE	Amended Expert Report of Craig L. Greene, dated October 20, 2013	3/19/15		
249	PLAINTIFFS	Hard copy of Mr. Greene's power point presentation	3/24/15		
250	PLAINTIFFS	Hard copy of Plaintiffs' closing argument power point presentation	3/25/15		
251	DEFENSE	Hard copy of Defendants' closing argument power point presentation	3/25/15		

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

10/22/15
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. White
(Clerk)
Not reported

CONFERENCE CALL – IN CHAMBERS

3:15 p.m. – Court convened in chambers.

Jonathan Tew, Esq., was present telephonically on behalf of the Plaintiffs.

H. Stan Johnson, Esq., was present telephonically on behalf of the Defendants.

COURT reviewed the recent procedural history of the case, noting the Motion for Stay of Execution of Judgment Pending Resolution of Post-Trial Motions and Final Judgment, filed by the Defendants on October 21, 2015, and the Ex Parte Motion for Order Shortening Time on Defendants' Motion for Stay of Execution of Judgment Pending Resolution of Post-Trial Motions and Final Judgment, filed by the Defendants on October 22, 2015.

Counsel Tew indicated that he is aware of the Motion for Stay, however he has not seen the Ex Parte Motion for Order Shortening Time.

COURT advised respective counsel that the judgment filed on October 9, 2015 is not the final judgment as punitive damages still need to be resolved, and therefore the clock for appellate issues is not running yet.

Counsel Tew concurred with the Court.

Counsel Johnson indicated that this information alleviates his concerns with the timing issues; and he further stated that if the Plaintiffs were to attempt to execute on the judgment now, it could potentially put the casino out of business.

Counsel Tew advised the Court that the Plaintiffs do not intend on executing on the judgment at this time.

COURT directed respective counsel to prepare a stipulation and order reflecting the following agreement: The judgment for damages filed on October 9, 2015 is not the final judgment as punitive damages still need to be addressed; the clock for appellate issues is not running; and the Plaintiffs will not execute on the judgment at this time.

3:30 p.m. – Court adjourned.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

12/2/15
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. White
(Clerk)
Not reported

IN CHAMBERS CONFERENCE

4:00 p.m. – Court convened in chambers.

Jarad Miller, Esq., and Jonathan Tew, Esq., were present telephonically on behalf of the Plaintiffs. H. Stan Johnson, Esq., was present telephonically on behalf of the Defendants.

COURT noted that he has received a courtesy copy of the Defendants' Motion to Dismiss for Lack of Subject Matter Jurisdiction, filed December 1, 2015 (Motion to Dismiss); as well as the Defendants' Ex-Parte Motion for Order Shortening Time on Defendants' Motion to Dismiss, filed December 1, 2015 (Ex-Parte Motion).

COURT further noted his concerns with the fact that a 21-page Motion to Dismiss, that goes to the very core of this case, has been filed at this stage, and approximately 9 days prior to a hearing on punitive damages, which is set for December 10, 2015.

Counsel Johnson stated that he was not aware of this issue until he was doing some research within the last week, and he filed the Motion to Dismiss because he felt that jurisdictional issues should be addressed prior to the hearing on punitive damages.

COURT indicated that he should not be shocked that the Motion to Dismiss was just filed, given all the other abuses that have occurred in this case, and this is just one more example to be added to the litany of things that demonstrate the lack of good faith in which the Defendants have handled this case.

COURT ORDERED: The Ex-Parte Motion for Order Shortening Time on Defendants' Motion to Dismiss, filed December 1, 2015, is DENIED, and the Motion to Dismiss shall be fully briefed in the regular course.

Counsel Miller stated that he has received the Motion to Dismiss, which misconstrues the law and has minimal chance of success, however he would like the time to thoroughly review and brief it; and he further believes that the Motion to Dismiss has no merit and was filed as a delay tactic. Counsel Miller further requested that the Court proceed with the punitive damages hearing, and give him 10 days from December 10, 2015 to file a response to the Motion to Dismiss.

COURT advised respective counsel that he does not want to make a decision on punitive damages if there are jurisdictional issues, and therefore the Motion to Dismiss needs to be ruled on first.

Counsel Miller requested that his reply to the Defendants' Opposition to Motion in Support of Punitive Damages (filed December 1, 2015) be due after they file their response to the Motion to Dismiss.

COURT ORDERED: Plaintiffs' counsel's responsibility to reply to the Defendants' Opposition to the Motion for Punitive Damages is stayed at this time, pending the outcome of the Motion to Dismiss.

COURT FURTHER ORDERED: The hearing on punitive damages, set for December 10, 2015, shall be vacated.

COURT FURTHER ORDERED: Counsel Johnson shall more fully and completely explain why the Motion to Dismiss was filed at this late stage.

COURT advised respective counsel that he will review the Motion to Dismiss once it has been fully briefed and submitted, and if he finds that it was not filed in good faith or for purposes of delay, sanctions will be imposed, which shall include attorney fees & costs and/or monetary sanctions.

Counsel Miller shall prepare the order.

4:20 p.m. – Court adjourned.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

2/8/16
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. White
(Clerk)
P. Hoogs
(Reporter)

**HEARING ON MOTION TO DISMISS FOR LACK OF SUBJECT MATTER
JURISDICTION**

1:39 p.m. – Court convened.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

H. Stan Johnson, Esq., Steven Cohen, Esq., and Gayle Kern, Esq., were present on behalf of the Defendants.

Discussion ensued between the Court and respective counsel regarding who will be presenting argument for each side.

Counsel Kern presented argument in support of the Defendants' Motion to Dismiss for Lack of Subject Matter Jurisdiction, filed December 1, 2015 (Motion to Dismiss).

Counsel Johnson further presented argument in support of the Motion to Dismiss.

3:02 p.m. – Court stood in recess.

3:21 p.m. – Court reconvened.

COURT advised the parties that this hearing will end at 4:45 p.m. this afternoon, and if argument has not concluded by that time, the matter will have to be set for a continued hearing on the Motion to Dismiss.

Counsel Johnson further argued in support of the Motion to Dismiss.

Counsel Tew responded; and he further argued in opposition of the Motion to Dismiss.

COURT directed counsel Tew to provide the Court with a courtesy copy of the power point presentation he has used during his argument today.

COURT ORDERED: Respective counsel shall meet and confer regarding an acceptable date for all parties to set a continued hearing on the Motion to Dismiss, and they shall contact the Department Ten Judicial Assistant, Sheila Mansfield, within five (5) days to set the continued hearing.

4:50 p.m. – Court adjourned.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

3/2/16
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. White
(Clerk)
P. Hoogs
(Reporter)

**HEARING ON MOTION TO DISMISS FOR LACK OF SUBJECT MATTER
JURISDICTION (CONTINUED FROM FEBRUARY 8, 2016)**

1:36 p.m. – Court convened.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.
H. Stan Johnson, Esq., Steven Cohen, Esq., and Gayle Kern, Esq., were present on behalf of the Defendants.

COURT reviewed the recent procedural history of the case, noting that he very briefly reviewed the Plaintiffs' Notice of New Case Authority, filed February 29, 2016, and he has not reviewed the Supplement Legal Authority in Support of Defendants' Motion to Dismiss for Lack of Subject Matter Jurisdiction, filed March 1, 2016. **COURT** indicated that he will be taking this matter under advisement at the conclusion of the hearing so he can review these recently filed documents, and he advised respective counsel that they shall not file any additional pleadings on this issue without first requesting leave from this Court.

Upon questioning by the Court, Defense counsel indicated that they would have no objection to counsel Miller concluding counsel Tew's arguments presented at the last hearing.

Counsel Miller addressed the Court and argued in opposition of the Motion to Dismiss.

3:06 p.m. – Court stood in recess.

3:29 p.m. – Court reconvened.

Counsel Kern replied; and she further argued in support of the Motion to Dismiss.

Counsel Johnson also replied; and he further argued in support of the Motion to Dismiss.

COURT directed the Clerk to put a cover sheet on the copy of the power point presentation used by Plaintiffs' counsel during these proceedings and file it into the case.

COURT ORDERED: Matter taken under advisement.

4:56 p.m. – Court adjourned.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

4/5/16
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. White
(Clerk)
Not reported

CONFERENCE CALL

3:00 p.m. – Court convened in chambers.

Jarrad Miller, Esq., was present telephonically on behalf of the Plaintiffs.

H. Stan Johnson, Esq., and Steven Cohen, Esq., were present telephonically on behalf of the Defendants. Ben Vega, Esq., was also present telephonically.

Jeffrey Hartman, Esq., was present telephonically on behalf of the Receiver, James Proctor, CPA, who was also present telephonically.

COURT advised the parties that this conference call was set to address the letter sent to the Department Ten Judicial Assistant, Sheila Mansfield, from counsel Hartman (letter dated March 24, 2016 and file-stamped April 5, 2016).

Discussion ensued between the Court, respective counsel, and Mr. Proctor regarding clarification of the Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.

COURT indicated that it was always his intention that the Receiver would determine the correct amount of fees within 90 days of the order, and no fees would be required until the new amounts were implemented.

COURT ORDERED: The effective date for re-implementation of fees is January 7, 2016.

Mr. Proctor advised the Court that he will now be able to send out billing statements. Counsel Johnson shall prepare the order.

3:20 p.m. – Court adjourned.

CASE NO. CV12-02222

ALBERT THOMAS ETAL V. MEI-GSR HOLDINGS ETAL

3/6/2019

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

3/6/2019: Discovery Dispute Hearing Requested by Defendant

APPEARANCES:

Jarrad Miller, Esq. was present on behalf of the Plaintiffs.

David C. McElhinney, Esq. and Ann Hall, Esq. were present on behalf of the Defendants.

Court announced the matter, advising that he had reviewed the case and email correspondences that had been forwarded to the Discovery office and is aware there are no pending discovery motions at this time.

Counsel McElhinney addressed the Court, reviewed the procedural history of the case and addressed Plaintiffs' seventy-nine discovery requests for documents. Counsel McElhinney objected to request #fifty-three, based upon the amount of emails requested from a large number employees and the broad search parameters for an active hotel/casino; he requested that the list of employees be narrowed to include only the individuals who are likely to have knowledge and condense the search terms.

Counsel Miller addressed the Court and argued in support of request #fifty-three; he further advised that in this case attorney/client privilege has been waived and there is not a need for extensive review of the emails on the part of Plaintiffs' counsel. Counsel Miller further argued that since the last email search in 2013, personnel has changed significantly, which would affect his list of essential/significant employees.

Counsel McElhinney addressed the Court and advised that he would like to Court to re-assert the attorney/client privilege; all of the emails need to be reviewed prior to production; he further advised that if Counsel Miller would offer a list of the essential employees and positions, he will make every effort to cooperate and provide the names of people who have assumed those positions.

Counsel Miller responded that he is willing to work with Counsel McElhinney on a revised list of approximately twenty employees; the search terms have been thoroughly researched, are critical and should remain in place with the exception of approximately four terms.

COURT advised that an opinion on the attorney/client privilege issue will not be issued at this time and further recommended respective counsel meet and confer to narrow the list of employees to approximately twenty primary custodians.

****CORRECTED MINUTES****

CASE NO. CV12-02222

ALBERT THOMAS ETAL V. MEI-GSR HOLDINGS ETAL

3/6/2019

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

3/6/2019: Discovery Dispute Hearing Requested by Defendant

APPEARANCES:

Jarrad Miller, Esq. was present on behalf of the Plaintiffs.

David C. McElhinney, Esq. and Ann Hall, Esq. were present on behalf of the Defendants.

Court announced the matter, advising that he had reviewed the case and email correspondences that had been forwarded to the Discovery office and is aware there are no pending discovery motions at this time.

Counsel McElhinney addressed the Court, reviewed the procedural history of the case and addressed Plaintiffs' seventy-nine discovery requests for documents. Counsel McElhinney objected to request #fifty-three, based upon the amount of emails requested from a large number employees and the broad search parameters for an active hotel/casino; he requested that the list of employees be narrowed to include only the individuals who are likely to have knowledge and condense the search terms.

Counsel Miller addressed the Court and argued in support of request #fifty-three; he further advised that in this case attorney/client privilege has been waived and there is not a need for extensive review of the emails on the part of Plaintiffs' counsel. Counsel Miller further argued that since the last email search in 2013, personnel has changed significantly, which would affect his list of essential/significant employees.

Counsel McElhinney addressed the Court and advised that he would like to Court to re-assert the attorney/client privilege; all of the emails need to be reviewed prior to production; he further advised that if Counsel Miller would offer a list of the essential employees and positions, he will make every effort to cooperate and provide the names of people who have assumed those positions.

Counsel Miller responded that he is willing to work with Counsel McElhinney on a revised list of approximately twenty employees; the search terms have been thoroughly researched, are critical and should remain in place with the exception of approximately four terms.

COURT advised that *an* opinion on the attorney/client privilege issue will not be issued at this time and further recommended respective counsel meet and confer to narrow the list of employees to approximately twenty primary custodians.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCES-HEARING

3/14/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
L. Urmston
(Reporter)

STATUS HEARING

3:00 p.m. – Court convened.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs. David McElhinney, Esq., and Ann Hall, Esq., were present on behalf of the Defendants. Receiver Richard M. Teichner was also present.

COURT reviewed the procedural history of the case.

Counsel Miller advised the Court that they need some clarification regarding Mr. Teichner's role in this case.

COURT advised the parties that Mr. Teicher's role is to oversee the rental of the Plaintiffs' units, however the Court does not expect that he would actually be participating in the day to day operations at the GSR. Counsel McElhinney indicated that they understand Mr. Teichner's authority, however they are happy to perform the daily operations, and their books are always open and available for his review.

COURT advised respective counsel that Mr. Teichner has the authority to oversee all accounts and revenue, however if a situation arises that he would need to step in and take over operations, this Court shall be advised prior to that happening. Discussion ensued between the Court and respective counsel regarding the reserve accounts; counsel Hall advised the Court that all reserve accounts have balances over \$500,000.00.

COURT encouraged respective counsel to work together to resolve any issues that arise, however they may contact the Court if they need assistance.

Counsel Miller gave the Court information regarding the progress of the case, noting that a discovery issue has come up regarding room key data being destroyed during the pendency of the appeal.

Counsel McElhinney advised the Court that the room key data has been outsourced to a third party for quite some time, however they are in the process of re-creating the guest folios, which is very time consuming, and he believes the room key data would be redundant.

COURT ORDERED: Any evidence, including room key data, in the possession of the GSR shall be maintained during the pendency of this case.

COURT noted that all discovery issues and motion practice should be resolved prior to the Court setting a hearing on punitive damages.

Counsel Miller gave the Court information regarding other discovery issues they are attempting to resolve with Commissioner Ayres.

Mr. Teichner had questions for the Court regarding his administrative fees and costs, noting that he is concerned he may be responsible to refund monies if issues are raised by the parties in the future.

COURT advised Mr. Teichner that if any party has an issue regarding his fees, it must be brought to the Court's attention immediately.

DATE, JUDGE
OFFICERS OF

Pg. 2

COURT PRESENT

APPEARANCES-HEARING

3/14/19

STATUS HEARING

HONORABLE

COURT noted that Austin Sweet, Esq., was present in the gallery; counsel Sweet advised the Court that he is just observing this hearing as he represents a Plaintiff in a separate action in Dept. 6.

ELLIOTT A.

SATTLER

Counsel McElhinney advised the Court that the attorneys may sometimes need to meet with the Court informally in chambers.

DEPT. NO. 10

M. Merkouris

(Clerk)

COURT advised respective counsel that if they decide an informal meeting is necessary, they should contact the Dept. 10 Judicial Assistant, Ms. Mansfield, to schedule it.

L. Urmston

(Reporter)

Commissioner Ayres can be present as well, if necessary, and a court reporter will not be required for these types of meetings.

COURT ORDERED: Respective counsel shall now go meet with Ms. Mansfield to set an additional Status Hearing in approximately 60 days. Mr. Teichner shall be present at the next hearing, and he shall also file an updated report prior to the next hearing.

3:35 p.m. – Court adjourned.

CASE NO. CV12-02222

ALBERT THOMAS ETAL V. MEI-GSR HOLDINGS ETAL

5/9/2019

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

5/9/2019: Discovery Dispute Conference

APPEARANCES:

Jarrad Miller, Esq. and Jonathan Tew, Esq. were present on behalf of the Plaintiffs.

David C. McElhinney, Esq. and Ann Hall, Esq., GSR Finance Team Employee Sean Clark and Paralegal Tara Smith were also present of behalf of the Defendants.

Court announced the matter, advising that he had reviewed the case and the joint statement regarding discovery disputes and is aware that there are no pending discovery motions at this time.

Counsel Miller addressed the Court to advise that in regards to the joint statement, there are six issues that need to be discussed.

Counsel Tew addressed the Court to address the issue of the waiver of attorney/client privilege; the Plaintiffs' position is that the attorney client privilege has been waived in regards to all subject matter and the Defendants have represented that this is not the case. Counsel Tew further argued in support of the Plaintiffs' position on this matter; advising the Court that this issue has already been litigated.

Court questioned Counsel Tew to clarify that these matters are supplemental requests, not new requests.

Counsel Tew responded and Counsel Miller confirmed that all of the discovery requests were previously litigated in 2013.

Counsel McElhinney objected to a blanket waiver of the attorney/client privilege and presented argument.

Counsel Miller responded.

Court questioned respective counsel regarding their motives on this issue and advised going forward with motion practice; there will be no written recommendation issued without a pending motion.

Court moved to address the next issue, which was a dispute over 42 search terms.

Counsel Miller addressed the Court to illustrate that the 42 search terms were previously approved by the Court by reading from the minutes and an order filed by the Court on 11/22/13; Counsel Miller has agreed to eliminate 3 of the search terms which are no longer relevant.

Court questioned Counsel Miller regarding the search terms and previous searches.

Counsel Miller responded.

Tara Smith addressed the Court to provide the Court of a copy of a printout of a current search and described the methods used to access the storage systems in the past and how the search is conducted currently.

Counsel McElhinney addressed the Court to argue in favor of condensing the search terms; arguing that this search will take months to conduct.

Counsel Miller objected.

Court advised that there was a previous order adopting the 42 search terms and that is currently in effect; counsel would have to take formal steps to seek relief from that order unless the respective parties can come to another mutual accommodation; there is currently no motion before the Court.

Counsel Miller responded that he will arrange for a meet and confer with his experts.

Counsel Miller addressed the issue of common fees paid monthly by the owners that are associated with maintaining the condominiums by the Defendants, for example: Common Expense Fees, Hotel Expense Fees, Shared Facility Reserve Fees, etc; the Plaintiffs claim these fees are unconscionable because they give the Defendants unlimited authority to set the reserves and expenses. Counsel Miller is requesting the source documents, not just the spreadsheets with the numbers calculated; along with invoices and checks that were written.

Counsel McElhinney objected; this argument is going beyond the scope of discovery for supplemental damages. Sean Clark advised that it would take months to pull all of these documents and produced them; the documents have already been audited and certified as accurate.

Counsel Miller responded.

Counsel McElhinney further objected.

Court advised that it is in agreement that the fees are unreasonable and the Plaintiffs have the right to see the source documents.

Counsel Miller addressed the issue of the production of GSR internal documents, which discuss or describe the management, rental, maintenance, accounting or acquisition of units from January 2015 to the present; which has been objected to by the Defendants.

Counsel McElhinney responded that the financials that were provided did include 2015.

Counsel Miller further argued that there should be no delay in producing these documents and there should also be a substantial privilege log as well due to communications with employees and counsel that will potentially be captured.

Counsel McElhinney re-asserted the right to object; the search terms are overly broad.

Court advised that if motions are briefed, he will make a recommendation.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

7/25/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

ORAL ARGUMENTS

2:08 p.m. – Court convened.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs. David McElhinney, Esq., Ann Hall, Esq., Dan Pollsenberg, Esq., and Tara Smith, Esq., were present on behalf of the Defendants.

COURT reviewed the recent procedural history of the case.

Counsel McElhinney addressed the Court and presented argument in support of the Defendants' Motion to Set Aside Judgment or in the Alternative to Amend Judgment, filed March 13, 2019 (Motion to Set Aside).

Counsel McElhinney had Exhibits A & B marked for identification.

Counsel McElhinney further presented argument in support of the Motion to Set Aside.

Counsel Tew had Exhibit C (a copy of his power point presentation) marked for identification.

Counsel McElhinney requested that if the Court is going to consider Exhibit C, it should also consider Exhibits A & B.

COURT clarified that Exhibit C is considered a demonstrative exhibit, and it is simply marked as an exhibit so it remains with the case for appellate purposes.

Counsel Tew responded to counsel McElhinney's argument; and he further argued in opposition of the Motion to Set Aside.

Counsel McElhinney replied; and he further argued in support of the Motion to Set Aside.

COURT ORDERED: This matter shall be taken under advisement on the date the transcript of this hearing has been filed.

4:50 p.m. – Court adjourned.

Exhibits

Title: **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

PLAINTIFF: **ALBERT THOMAS ETAL** PATY: **JARRAD MILLER/JONATHAN TEW**

DEFENDANT: **MEI-GSR HOLDINGS ETAL** DATY: **DAVID MCELHINNEY/ANN HALL**

Case No: **CV12-02222**

Dept. No: **10**

Clerk: **M. MERKOURIS**

Date: **7/25/19**

Exhibit No.	Party	Description	Marked	Offered	Admitted
A	DEFENDANT	Reservation details	7/25/19		
B	DEFENDANT	Reservation details	7/25/19		
C	PLAINTIFF	Copy of counsel Tew's power point presentation	7/25/19		

DATE, JUDGE
OFFICERS OF
COURT PRESENT

*****Corrected Minutes*****

APPEARANCES-HEARING

7/25/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

ORAL ARGUMENTS

2:08 p.m. – Court convened.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

David McElhinney, Esq., Ann Hall, Esq., Dan Pollsenberg, Esq.

Tara Smith, paralegal, was present with Defense counsel.

COURT reviewed the recent procedural history of the case.

Counsel McElhinney addressed the Court and presented argument in support of the Defendants' Motion to Set Aside Judgment or in the Alternative to Amend Judgment, filed March 13, 2019 (Motion to Set Aside).

Counsel McElhinney had Exhibits A & B marked for identification.

Counsel McElhinney further presented argument in support of the Motion to Set Aside.

Counsel Tew had Exhibit C (a copy of his power point presentation) marked for identification.

Counsel McElhinney requested that if the Court is going to consider Exhibit C, it should also consider Exhibits A & B.

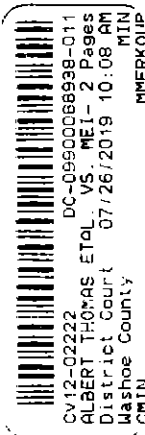
COURT clarified that Exhibit C is considered a demonstrative exhibit, and it is simply marked as an exhibit so it remains with the case for appellate purposes.

Counsel Tew responded to counsel McElhinney's argument; and he further argued in opposition of the Motion to Set Aside.

Counsel McElhinney replied; and he further argued in support of the Motion to Set Aside.

COURT ORDERED: This matter shall be taken under advisement on the date the transcript of this hearing has been filed.

4:50 p.m. – Court adjourned.



Exhibits

Title: ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL

PLAINTIFF: ALBERT THOMAS ETAL PATY: JARRAD MILLER/JONATHAN TEW

DEFENDANT: MEI-GSR HOLDINGS ETAL DATY: DAVID MCELHINNEY/ANN HALL

Case No: CV12-02222

Dept. No: 10

Clerk: M. MERKOURIS

Date: 7/25/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
A	DEFENDANT	Reservation details	7/25/19		
B	DEFENDANT	Reservation details	7/25/19		
C	PLAINTIFF	Copy of counsel Tew's power point presentation	7/25/19		

CASE NO. CV12-02222

ALBERT THOMAS ETAL V. MEI-GSR HOLDINGS ETAL

10/22/2019

DISCOVERY COMMISSIONER

WESLEY AYRES

L. Scurlock (Clerk)

RECORDED - JAVS

HEARING:

10/22/2019: Discovery Dispute Conference.

APPEARANCES:

Jarrad Miller, Esq. was present on behalf of the Plaintiffs, who were not present, along with Computer Expert Leon Mare.

David C. McElhinney, Esq. and Ann Hall, Esq., were present of behalf of the Defendants.

Court announced the matter, advising that it had reviewed the case and is aware that there are no pending discovery motions at this time.

Counsel Miller addressed the Court to advise that although the Court has not yet ruled on the Recommendation for Order filed August 5, 2019, he would like to discuss a separate Discovery request today; particularly the recovery of the emails. Counsel Miller provided further case history and advised that the email recovery was set to begin October 21, 2019, but Computer Expert Leon Mare was denied access to individual computers; during the last search, Mr. Mare had been allowed to access individual computers.

Counsel McElhinney addressed the Court to advise that Defendants have complied with the Request for Production; all the emails requested from March of 2018 to the current date have been provided using the 20 custodians and the 40 search terms agreed upon in August, 2019; 758,000 emails were recovered at a considerable cost to the Defendants; back up tapes were also provided for the dates January, 2015 through March, 2018. Counsel McElhinney further argued that the Plaintiffs continuing to search the individual computers is redundant and unnecessary; if the Plaintiffs want to go in themselves and recover the emails, they need to file a different motion.

Counsel Miller further argued in support of being allowed access to the individual computers; Counsel McElhinney had agreed to provide an updated list of custodians, which was never supplied. Counsel Miller provided a list of custodians that was never updated and did not account for turnover; there was no oversight of the email production and he wants to be sure that no data was removed or deleted. Counsel Miller further advised that he wants to have computer access for Alex Meruelo, Luis Armona and Ben Vega.

Court questioned Counsel McElhinney regarding the list of custodians.

Counsel McElhinney responded that if there are custodians that still need to be searched, they will comply; he will have to review the list for the differences. Counsel McElhinney further advised that Alex Meruelo, Luis Armona and Ben Vega are not defendants in this case and they do not have GSR computers or email accounts.

Counsel Miller responded; he will file a motion to compel or dispose Alex Meruelo, Luis Armona and Ben Vega.

Mr. Mare clarified for the Court which files he will be looking for and advised that the search should only take approximately 30 minutes per computer.

Counsel McElhinney objected; there is nothing on the individual computers; all the information has been loaded into the back-up tapes.

Counsel Hall addressed the Court to further advise the Court of the parameters of the computers and the back-up process; the employees that have left the company will no longer have a personal computer.

Court advised that if there are primary custodian names missing from the list, they should be searched. Court further clarified that individual computers will be allowed to be searched using the agreed search terms, primary custodian and date parameters of January, 2015 through March, 2018 and suggested that GSR employee Dean Benz should be present to supervise.

Court further advised conversation between respective counsel is recommended to finalize a current list of primary custodians.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCES-HEARING

10/30/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

ORAL ARGUMENTS

1:36 p.m. – Court convened.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs. David McElhinney, Esq., and Ann Hall, Esq., were present on behalf of the Defendants. **COURT** reviewed the recent procedural history of the case, noting that this hearing was set to address four (4) pending motions.

Defendants' Motion for Clarification of the October 9, 2015, Findings of Fact, Conclusions of Law, and Judgment, filed June 28, 2019 (Motion for Clarification)

Counsel McElhinney presented argument in support of the Motion for Clarification. Counsel Miller responded; and he further argued in opposition of the Motion for Clarification.

Mr. Teichner gave the Court information regarding how the Plaintiffs' rooms are being rented.

COURT set forth findings of fact and conclusions of law, noting that based on the information just provided by Mr. Teichner, there does not appear to be any issues with the room rentals, a room rate was not set forth by this Court, and similarly constituted rooms shall continue to be rented at the same rates, regardless if they belong to the Plaintiffs or Defendants, and the Motion for Clarification is **DENIED**.

COURT indicated that a written order will not be prepared on this Motion.

Counsel McElhinney requested permission to prepare a written order, which he will circulate to Plaintiffs' counsel, and then submit to the Court for signature; no objection; **SO ORDERED.**

Defendants' Motion for Permission to Make Special Assessment and Collect Deep Cleaning Fee, filed May 22, 2019

Counsel McElhinney presented argument in support of the Defendants' Motion filed May 22, 2019.

Counsel Miller responded; and he further presented argument in opposition of the Defendants' Motion filed May 22, 2019.

Mr. Teichner gave the Court information regarding the fees at issue.

COURT advised Mr. Teichner that he does not want the Plaintiffs to be charged twice for the same service.

COURT DENIED the Motion, noting that the deep cleaning fees collected during the time period that this case was on appeal shall be disgorged.

COURT FURTHER ORDERED: If Mr. Teichner, as the receiver, believes that the deep cleaning fees need to be collected, that collection will be effective starting today. Counsel Miller and counsel McElhinney responded to the Court's ruling.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 2

APPEARANCES-HEARING

10/30/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

ORAL ARGUMENTS

Mr. Teichner advised the Court that he feels the fees should be recalculated as soon as possible, and it would be prudent to go back to May 2016 to ensure that there was no duplication.

COURT ORDERED: Mr. Proctor's fees shall not be retroactively recalculated, and any fee recalculation will be effective from today's date going forward.

Discussion ensued between the Court and Mr. Teichner regarding Mr. Proctor's fee calculations.

COURT advised Mr. Teichner that he is free to meet with Mr. Proctor regarding how he arrived at his calculations, however the Court will not be going back and recalculating the fees charged by Mr. Proctor, and any new fee calculations determined by Mr. Teichner will be effective from today's date going forward.

Mr. Teichner gave the Court information regarding his opinion of the special assessment fees charged by the Defendants.

Counsel Miller and counsel McElhinney further presented argument.

COURT set forth findings of facts and conclusions of law.

COURT ORDERED: The special assessment fee is DENIED, and any of those funds collected by the Defendants from the Plaintiffs shall be disgorged.

COURT FURTHER ORDERED: The inappropriately collected deep cleaning fees shall be disgorged.

Counsel Miller shall prepare the order.

Counsel McElhinney responded to the Court's ruling.

Discussion ensued between the Court, respective counsel, and Mr. Teichner regarding the disgorged fees, and the Court's Order filed February 15, 2019.

Upon questioning by the Court, Mr. Teichner stated that he was appointed as the receiver in this case on January 25, 2019.

Further discussion ensued between the Court, Mr. Teichner, and respective counsel regarding the deep cleaning fees, and the time period that they were being charged.

COURT ORDERED: Any deep cleaning or special assessment fees paid by the Plaintiffs from the time period that this case was dismissed to the date that Mr. Teichner was appointed as a receiver, shall be disgorged.

Mr. Teichner gave the Court information regarding the progress of the disgorgement, noting that everything besides the comp rooms and the discounted rooms has been disgorged, and he has no idea what the remaining amount is.

Discussion ensued between the Court and respective counsel regarding any possible overpayment by the Defendants.

COURT ORDERED: Disbursement of funds shall not be modified at this time, however if the Defendants wish to re-raise the issue of the creation of a separate interest bearing account to be held and controlled by the receiver, they may seek future relief from the Court.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 3

APPEARANCES-HEARING

10/30/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

ORAL ARGUMENTS

3:46 p.m. – Court stood in recess.

4:03 p.m. – Court reconvened.

Plaintiffs’ Motion for Instructions to Receiver Regarding Deep Cleaning Fee Disgorgement and Deep Cleaning Fee Charge Going Forward, Daily Use Fee Disgorgement, Recalculation of Fees Provided by Previous Receiver and Defendants’ Ability to Implement a Special Assessment Against Plaintiffs, filed May 23, 2019

Discussion ensued between the Court and respective counsel regarding the special assessment fees and the reserve accounts.

Counsel Miller presented argument in support of the Plaintiffs’ Motion filed May 23, 2019.

Counsel McElhinney responded; and he further argued in opposition of the Plaintiffs’ Motion filed May 23, 2019.

Upon questioning by the Court, Mr. Teichner stated that he believes the reserves need to be funded, and he further gave the Court information regarding anticipated improvements to the property, and the reserve accounts.

Counsel Miller replied; and he further argued in support of the Plaintiffs’ Motion filed May 23, 2019, noting that he believes the Court needs to make a ruling on the Defendants’ Motion for Instructions to Receiver Regarding Reserve Amounts, filed June 21, 2019, prior to making a ruling on this Motion.

Counsel McElhinney requested that the Court at least make a ruling on the daily use fee disgorgement prior to the Court taking up the Defendants’ Motion for Instructions to Receiver Regarding Reserve Amounts.

Counsel Miller presented argument regarding the daily use fees; counsel McElhinney responded; counsel Miller replied.

COURT reviewed the Order filed February 15, 2019.

COURT ORDERED: The Plaintiffs are not entitled to the full amount of the increase of the daily use fees, and only half of that amount is applicable to disgorgement.

Defendants’ Motion for Instructions to Receiver Regarding Reserve Amounts, filed June 21, 2019 (Motion re: Reserve Amounts)

Counsel McElhinney presented argument in support of Defendants’ Motion re: Reserve Amounts.

Counsel Miller responded; and he further presented argument in opposition of the Motion re: Reserve Amounts.

Counsel McElhinney replied.

Further argument ensued between respective counsel regarding the Motion re: Reserve Amounts.

COURT advised respective counsel that the Court is inclined to go with the \$8,184,916.85 analysis.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 4

APPEARANCES-HEARING

10/30/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

ORAL ARGUMENTS

Counsel Miller responded to the Court; and he further argued in opposition of the Defendants' Motion re: Reserve Amounts, noting that this issue should be deferred to the receiver.

Counsel McElhinney had no objection to this issue being resolved by Mr. Teichner.

COURT ORDERED: The portion of the Defendant's Motion for Instructions to Receiver Regarding Reserve Amounts, filed June 21, 2019, regarding the reserve calculations shall be resolved by Mr. Teichner.

COURT DENIED counsel McElhinney's argument that the reserve calculations should be offset by the amount Defendants spent on improvements to the property and units.

COURT GRANTED counsel McElhinney's argument that reserve calculations should be offset by the unpaid reserve amounts of non-plaintiffs not participating in the rental program, and that offset amount is \$82,702.31.

Counsel McElhinney shall prepare the order.

Counsel Miller presented further argument in support of the remaining issues contained in his Motion filed May 23, 2019.

Discussion ensued between the Court, Mr. Teichner, and counsel Miller regarding his ability to recalculate fees, while he is also working on the disgorgements.

Counsel Miller indicated that he was disappointed to learn that Mr. Teichner only spent 12 hours on this case last month, and he is worried that multi-tasking will further slow down the process.

Mr. Teichner indicated that he believes disgorgement and recalculation can be done simultaneously.

COURT advised Mr. Teichner that his first priority must be getting the disgorgement completed, and if he has any difficulty with getting the other issues resolved, he should contact this Court.

Discussion ensued between the Court and Mr. Teicher regarding which study he should use for his recalculations.

COURT directed Mr. Teichner to use whatever study he feels is appropriate.

COURT further advised Mr. Teichner that if he feels Mr. Proctor's calculations are inaccurate, he has the authority to make that determination, but until that happens, the parties are operating under Mr. Proctor's analysis.

COURT further advised Mr. Teichner that his recalculations will be effective on the day that he makes the determination to make modifications.

COURT directed counsel Miller to prepare the Order regarding his Motion filed May 23, 2019.

5:20 p.m. – Court adjourned.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

5/20/2020
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

ORAL ARGUMENTS

9:00 a.m. – Court convened via Zoom.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.
David McElhinney, Esq., was present on behalf of the Defendants.

Receiver Richard Teichner was also present.

Respective counsel and Mr. Teichner placed their appearances and locations on the record, and they had no objection to this hearing being conducted via Zoom.

COURT noted that there were also several members of the public present as attendees via Zoom.

COURT reviewed the recent procedural history of the case, noting that this hearing was set to address three (3) pending motions.

Defendants' Motion to Terminate Unit Rental Agreement, filed October 29, 2019 (Motion to Terminate)

Counsel McElhinney presented argument in support of the Motion to Terminate.

Counsel Tew responded; and he further argued in opposition of the Motion to Terminate.

Counsel McElhinney replied; and he further argued in support of the Motion to Terminate.

Counsel Tew further responded; counsel McElhinney further replied.

11:15 a.m. – Court stood in recess.

11:30 a.m. – Court reconvened.

Plaintiffs' Motion for Instructions to Receiver, filed March 16, 2020 (March 2020 Motion)

Counsel McElhinney advised the Court that the parties have reached an agreement with regards to the disgorgement issue of this Motion, and he put the agreement on the record.

Counsel Miller agreed with the settlement as stated by counsel McElhinney.

Mr. Teichner had no objection to the agreement reached by respective counsel.

COURT APPROVED the resolution reached by the parties with regards to this Motion, and the Defendants shall have thirty (30) days from today's date to make the payments.

Plaintiffs' Motion for Instructions to Receiver, filed February 21, 2020 (February 2020 Motion)

Counsel Miller presented argument in support of the February 2020 Motion.

Mr. Teichner addressed the Court regarding this Motion, and answered questions posed by the Court.

COURT noted that it is now approximately 12:30 p.m., and this hearing will need to be continued.

COURT ORDERED: Continued oral argument on the three (3) Motions shall be set for June 2, 2020, at 9:00 a.m., and the Court will block out five (5) hours for this hearing. Discussion ensued between the Court and respective counsel regarding Mr. Teichner's receivership. **COURT** advised respective counsel that this appears to be a discovery issue, and they are free to file a motion with Commissioner Ayres.

12:51 p.m. – Court stood in recess, and will reconvene on June 2, 2020, at 9:00 a.m.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCES-HEARING

6/2/2020
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

CONTINUED ORAL ARGUMENTS

9:00 a.m. – Court convened via Zoom.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

David McElhinney, Esq., was present on behalf of the Defendants.

Receiver Richard Teichner was also present.

Respective counsel and Mr. Teichner placed their appearances and locations on the record, and they had no objection to this hearing being conducted via Zoom.

COURT noted that there were also several members of the public present as attendees via Zoom.

COURT reviewed the recent procedural history of the case, noting that this is a continuation of the hearing held on May 20, 2020. Defendants' Motion to Terminate Unit Rental Agreement, filed October 29, 2020, was argued, however the two (2) Motions for Instructions to Receiver, filed on February 21, 2020 and March 16, 2020, still need to be addressed, starting with counsel McElhinney's response to counsel Miller's argument in support of the February 2020 Motion.

**Plaintiffs' Motion for Instructions to Receiver, filed February 21, 2020
(February 2020 Motion)**

Counsel McElhinney responded to counsel Miller's argument presented on May 20, 2020; and he further argued in opposition of the February 2020 Motion.

Counsel Miller replied; and he further argued in support of the February 2020 Motion.

Counsel Miller questioned Mr. Teichner regarding his calculations.

10:43 a.m. – Court stood in recess.

11:00 a.m. – Court reconvened.

Counsel Miller continued to question Mr. Teichner regarding his calculations.

At approximately 11:45 a.m., the Court lost its remote connection. Respective counsel and Mr. Teichner paused while the Court attempted to regain its connection.

12:10 p.m. – Court reconvened.

COURT advised the parties that he has been having internet issues in his home and is now using his phone to conduct this hearing, however it appears the connection is still not very good, and he is not able to view any pleading or exhibits.

At this point in the hearing, it was decided that it would be better to continue this hearing instead of proceeding with a bad connection. The Clerk got the Department Ten Judicial Assistant, Ms. Mansfield, on the phone, and oral arguments were continued to June 17, 2020, at 1:30 p.m., however just prior to the Clerk ending the webinar, the Court regained its internet connection, and the hearing proceeded.

Mr. Teichner was further questioned by counsel Miller regarding his calculations.

1:15 p.m. – Court stood in recess.

1:30 p.m. – Court reconvened.

Mr. Teichner was questioned by the Court regarding his calculations.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 2

APPEARANCES-HEARING

6/2/2020
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

CONTINUED ORAL ARGUMENTS

Mr. Teichner was then questioned by counsel McElhinney regarding his calculations. **COURT** noted that it is now approximately 2:10 p.m., and technically this hearing can go up until 2:45 p.m. as the Court has an out-of-custody remote criminal docket starting at 3:00 p.m., however the Court is going to request the following from Mr. Teichner, which may be helpful prior to continued oral argument:

COURT ORDERED: Mr. Teichner shall prepare a schedule detailing the allocation of the daily use fees, the shared facility fees, and the hotel fees, and he shall explain what governing document gives him the authority to assess these fees. The attorneys shall then have the opportunity to review that document.

Counsel Miller expressed his concerns with Mr. Teichner conferring with the GSR accountants to prepare the document ordered by the Court.

COURT advised Mr. Teicher that there is no reason for him to consult with the GSR whatsoever when preparing the requested document. **COURT** further indicated that he does not find Mr. Teicher to be adversarial at this point in the proceedings.

COURT FURTHER ORDERED: Continued oral argument shall be set for June 17, 2020, at 1:30 p.m. The Clerk is directed to ensure that the Court has a copy of the Order Appointing Receiver, filed January 7, 2015.

2:30 p.m. – Court adjourned.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

6/16/2020
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

HEARING ON MOTION FOR CONTINUANCE

1:30 p.m. – Court convened via Zoom.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

David McElhinney, Esq., was present on behalf of the Defendants.

Respective counsel placed their appearances and locations on the record, and they had no objection to this hearing being conducted via Zoom.

COURT reviewed the recent procedural history of the case, noting that this hearing was set to address the Plaintiffs' Motion for Continuance of the June 17, 2020 Hearing, which was filed on June 12, 2020.

Counsel Tew presented argument in support of the Motion for Continuance.

Counsel McElhinney responded; and he further argued in opposition of the Motion for Continuance.

Counsel Tew replied; and he further argued in support of the Motion for Continuance.

COURT DENIED the Motion for Continuance of the June 17, 2020 Hearing.

1:59 p.m. – Court adjourned.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

6/17/2020
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

CONTINUED ORAL ARGUMENTS

1:30 p.m. – Court convened via Zoom.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

David McElhinney, Esq., was present on behalf of the Defendants.

Receiver Richard Teichner was also present.

Respective counsel and Mr. Teichner placed their appearances and locations on the record, and they had no objection to this hearing being conducted via Zoom.

COURT noted that there were also several members of the public present as attendees via Zoom.

COURT reviewed the recent procedural history of the case, noting that this is a continuation of the hearings held on May 20, 2020, and June 2, 2020. Defendants' Motion to Terminate Unit Rental Agreement, filed October 29, 2020, was argued on May 20, 2020; however continued argument is still needed on the Motion for Instructions to Receiver, filed on February 21, 2020, and the Motion for Instructions to Receiver, filed March 16, 2020.

**Plaintiffs' Motion for Instructions to Receiver, filed February 21, 2020
(February 2020 Motion)**

Counsel Miller further questioned Mr. Teichner regarding his calculations.

Counsel McElhinney also questioned Mr. Teichner regarding his calculations.

Counsel Miller further questioned Mr. Teichner regarding his calculations.

3:08 p.m. – Court stood in recess.

3:25 p.m. – Court reconvened.

Counsel Miller presented argument in support of the February 2020 Motion.

Discussion ensued between the Court and counsel Miller regarding his request for email exchanges between Mr. Teichner and the Defendant.

Counsel McElhinney responded, noting his frustration with Plaintiffs' counsel's attempts to make it appear that his client has not produced all the documents as requested and ordered, however if the Court is inclined to grant a continuance so Mr. Teichner can produce more documents, he will respect the Court's decision.

Discussion ensued between the Court and parties regarding what emails are being requested from Mr. Teichner, and the time period for which it shall be done.

COURT ORDERED: Mr. Teichner shall provide counsel Miller, counsel Tew, and counsel McElhinney with all emails between himself (and his assistant) and the GSR regarding the calculation of the fees that are the subject of this hearing, and the hearings held on May 20, 2020, and June 2, 2020, by 5:00p.m. on July 1, 2020. Continued oral arguments shall be set for July 9, 2020, at 9:00 a.m.

4:12 p.m. – Court adjourned.

CASE NO. CV12-02222 **ALBERT THOMAS ETAL VS. MEI-GSR HOLDINGS ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCES-HEARING

7/9/2020

HONORABLE

ELLIOTT A.

SATTLER

DEPT. NO. 10

M. Merkouris

(Clerk)

P. Hoogs

(Reporter)

CONTINUED ORAL ARGUMENTS

9:00 a.m. – Court convened via Zoom.

Jarrad Miller, Esq., and Jonathan Tew, Esq., were present on behalf of the Plaintiffs.

David McElhinney, Esq., was present on behalf of the Defendants.

Receiver Richard Teichner was also present.

Respective counsel and Mr. Teichner placed their appearances and locations on the record, and they had no objection to this hearing being conducted via Zoom.

COURT noted that there were also several members of the public present as attendees via Zoom.

COURT reviewed the recent procedural history of the case, noting that this is a continuation of the hearings held on May 20, 2020, June 2, 2020, and June 17, 2020. Defendants' Motion to Terminate Unit Rental Agreement, filed October 29, 2020, was argued on May 20, 2020; however continued argument is still needed on the Plaintiffs' Motion for Instructions to Receiver, filed on February 21, 2020, and the Plaintiffs' Motion for Instructions to Receiver, filed March 16, 2020.

Upon questioning by the Court, respective counsel stated that they do not feel any additional argument is needed on the Motion to Terminate Unit Rental Agreement, filed October 29, 2019, and it can be submitted for decision at this time.

Counsel McElhinney lodged an objection to Exhibits 2 & 3 of counsel Miller's Notice of Supplemental Evidence, filed July 7, 2020.

Counsel Miller responded, and he noted that they were simply filed to assist the Court, and he understands counsel McElhinney's objection.

Upon questioning by the Court, counsel McElhinney stated that his objection is to the timing of the filing.

COURT noted and overruled counsel McElhinney's objection.

Plaintiffs' Motion for Instructions to Receiver, filed February 21, 2020 (February 2020 Motion) and Plaintiff's Motion for Instructions to Receiver, filed March 16, 2020 (March 2020 Motion)

Counsel Miller presented argument in support of both the February 2020 and March 2020 Motions.

Mr. Teichner responded to counsel Miller's argument.

Counsel Miller further presented argument in support of both the February 2020 and March 2020 Motions.

10:48 a.m. – Court stood in recess.

11:00 a.m. – Court reconvened.

Counsel Miller further argued in support of the February & March 2020 Motions. Discussion ensued between the Court and respective counsel regarding some of the issues contained in the March 2020 Motion that have already been resolved by respective counsel.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 2

APPEARANCES-HEARING

7/9/2020
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

CONTINUED ORAL ARGUMENTS

COURT ORDERED: No additional action will be taken by the Court on the Plaintiff's Motion for Instructions to Receiver, filed March 16, 2020, as the Court and parties have resolved all issues contained in that Motion. **COURT** directed Mr. Teichner to copy counsel McElhinney, counsel Miller, and counsel Tew on all email interactions he has with the GSR. **COURT** noted that this instruction is just for transparency in Mr. Teichner's written communication with the GSR, and not for Plaintiffs' counsel to weigh in on every decision being made by Mr. Teicher.

COURT clarified that this instruction is only for written communication, and Mr. Teichner is not expected to arrange a conference call or include respective counsel in face to face or telephone meetings he has with the GSR.

Counsel McElhinney responded to counsel Miller's argument.

Counsel Miller replied.

COURT ORDERED: The Defendants' Motion to Terminate Unit Rental Agreement, filed October 29, 2020, and Plaintiffs' Motion for Instructions to Receiver, filed on February 21, 2020, will be taken under advisement on the date that the transcript of this hearing has been filed (the transcripts of the previous hearings have already been filed). Mr. Teichner asked if the Court would like to hear his response to some of counsel Miller's allegations.

COURT advised Mr. Teichner that the record is complete, however if there is something new that he would like to discuss, that he has not already testified to, the Court will hear from him.

Mr. Teichner made some brief comments in response to counsel Miller.

1:10 p.m. – Court adjourned.

CASE NO. CV12-02222

ALBERT THOMAS, ET AL. VS. MEI-GSI HOLDINGS ET AL.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

5/5/21
HON. NANCY
SAITTA
OJ37
L. Sabo
(Clerk)
E. Ferretto
(Reporter)

STATUS HEARING (SET FOR ORAL ARGUMENTS)

(Hearing conducted via Zoom)

The named Plaintiffs were being represented by counsel, Jarrad Miller, Esq. and Jonathan Tew, Esq.

Defendants were being represented by counsel, David McElhinney, Esq. and Daniel Polsenberg, Esq.

Ann Hall, Esq., general counsel for Defendants, was also present.

The Receiver, Richard Teichner, was being represented by counsel, Stephanie Sharp, Esq. and DeArmond Sharp, Esq.

The Court confirmed that this matter was being conducted via Zoom, with all counsel present. The Court conducted introductions and addressed all counsel regarding this Court's recent assignment to preside over this case. Further, the Court noted that this hearing was set as Oral Arguments; however, it was this Court's intention for this to be conducted as a Status Hearing.

The Court further discussed the recent events which occurred to place this matter on the docket and noted that there were outstanding motions that needed to be addressed, listing the most emergent motions which need the Court's attention. Counsel Miller agreed with the list stated by the Court.

Counsel McElhinney stated that there were several other motions pending but agreed that the Court listed the most emergent motions.

The Court will review the pending motions and determine if a hearing is needed; if such a determination is made, or if counsel has requested a hearing, the Court will schedule a date for Oral Arguments.

Counsel McElhinney informed the Court that Defendants requested a hearing on Defendants' Motion for Leave to File a Motion for Reconsideration of the December 24, 2020 Order.

As well, counsel Miller stated his belief that Plaintiffs' Motion for Order to Show Cause as to Why the Defendants Should Not be Held in Contempt will require a hearing; however, counsel Miller indicated that the Court's ruling on Defendants' Motion for Leave should be heard prior to Plaintiffs' Motion for OSC.

The Court agreed that Defendants' Motion for Leave is a priority and that a hearing on Plaintiffs' Motion for OSC should necessarily follow the hearing on Defendants' Motion.

The Court assured all counsel that the Court will be prepared both factually and legally for said hearings and will have read all motions and responding documents

prior to hearing arguments on the same; therefore, counsel will only need to provide arguments on any points counsel wishes to emphasize. The Court discussed the difficulty in scheduling hearings, due to the fact that said hearings need to be coordinated through an available Zoom Bench account for the Second Judicial District Court.

In response to the Court, the Clerk noted that Friday mornings would be the best day to schedule hearings in this matter.

Thereafter, all counsel agreed that, generally, Friday mornings were available to counsel. Further discussion was held regarding counsel's availability.

COURT ORDERED: Matter continued for Oral Arguments on Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020 Order Granting Motion for Clarification to be heard on **Friday, May 14, 2021 at 8:00 a.m.**

Counsel McElhinney discussed the Emergency Motion for Stay Enforcement of the December 24, 2020 Order and subsequent Order Staying Decision issued by the Honorable Scott Freeman, and requested that the stay remain in place until the May 14th hearing. Counsel Miller objected to the request of counsel McElhinney and suggested that Defendants' Motion for Stay and Plaintiffs' Motion for Order to Show Cause also be heard on May 14, 2021.

Further discussion was held among the Court and respective counsel regarding the best way to proceed and whether or not any harm existed in extending the Court-ordered stay through May 14, 2021.

Counsel Miller argued that the Defendants are in direct violation of a Court Order and are causing delay; counsel Miller further argued that an extension of the stay would be improper. Counsel McElhinney responded and argued that the Motion for Leave was timely filed and discussed the stay issued by Chief Judge Freeman. Further, counsel McElhinney objected to the characterizations made by counsel Miller and argued that the stay should remain in effect.

The Court discussed procedural issues including that, absent extraordinary circumstances, only one attorney for each party will be allowed to present arguments to the Court on a specific motion/issue. Additionally, the Court addressed all counsel regarding the Court's control over the courtroom and noted that while well-informed, robust advocacy will occur and be allowed, the Court will not tolerate unprofessional conduct and admonished all counsel to remain respectful to each other throughout these proceedings. The Court stated that the history of this case began over ten years ago and informed counsel that all rulings previously made throughout this case will be considered law of the case, noting that the Motion for Leave to File Motion for Reconsideration will be heard by this Court at the next court date.

COURT ORDERED: The current stay will remain in effect until the May 14, 2021 hearing.

Counsel Stephanie Sharp addressed the Court regarding the appearance of the Receiver, Richard Teichner, and requested that the Receiver not be required to appear for every court hearing, unless specifically directed to do so. Counsel Sharp stated her belief that said request would be a benefit to all in that the Receiver would not be billing for potentially numerous future court appearances. Additionally, if the Receiver's appearance is required, counsel Sharp requested that notice be

timely given so the Receiver can be made available and that he be allowed to testify first, if necessary, and be excused thereafter.

No objections were made by any counsel to counsel Sharp's request.

COURT ORDERED: Counsel Sharp's request is hereby granted.

Counsel McElhinney requested that the Receiver be present and available to testify at the May 14, 2021 hearing. Counsel Miller had no objection to the testimony of the Receiver being elicited but did object to any other testimony being presented.

Counsel McElhinney confirmed that no additional testimony would be elicited.

The Court noted the concern of counsel Miller and stated that testimony is limited to the Receiver; **SO ORDERED.**

Counsel Sharp confirmed that she would have the Receiver available at the May 14th hearing.

In response to counsel Miller's inquiry, the Court confirmed that the only Motion being heard on May 14th is Defendants' Motion for Leave to File Motion for Reconsideration of the December 24, 2020 Order.

Counsel Polsenberg suggested that additional interim settings may be needed, to which the Court agreed.

The Court directed that all parties, including named Plaintiffs, who have been held in the Zoom waiting room during these proceedings be allowed into the hearing at this time.

At the Court's direction, the Clerk admitted all parties who were in the waiting room.

The Court addressed all parties and provided a brief synopsis of what occurred during the instant hearing and informed all parties of the next hearing date.

Matter adjourned.

CASE NO. CV12-02222

ALBERT THOMAS, ET AL. VS. MEI-GSI HOLDINGS ET AL.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

5/14/21
HON. NANCY
SAITTA
OJ37
L. Sabo
(Clerk)
E. Ferretto
(Reporter)

ORAL ARGUMENTS

(Hearing conducted via Zoom)

The named Plaintiffs were being represented by counsel, Jarrad Miller, Esq. and Jonathan Tew, Esq.

Defendants were being represented by counsel, David McElhinney, Esq. and Daniel Polsenberg, Esq.

Ann Hall, Esq., general counsel for Defendants, was also present.

The Receiver, Richard Teichner, was present with counsel, Stephanie Sharp, Esq.

(Clerk's Note: Plaintiffs' counsel filed a Notice of Exhibits on May 13, 2021 which included Plaintiffs' exhibits 1 through 10; Defendants' counsel filed a Notice of Exhibits on May 13, 2021 which included Defendants' exhibits 1 through 25. Prior to the commencement of this hearing, counsel Miller acknowledged that some of the exhibits were duplicitous and informed the Clerk that Plaintiffs' counsel would refer to Defendants' exhibits during these proceedings. Respective counsel referred to various defense exhibits throughout the arguments presented; none of the exhibits were offered into admission. It is acknowledged that some of the exhibits are copies of documents/transcripts which have already been filed in this matter.)

The Court confirmed that this matter was being conducted via Zoom and directed counsel to proceed with introductions.

The Court discussed the boundaries of this hearing; specifically, the Court stated that oral arguments were being heard on Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020 Order.

Counsel McElhinney addressed the Court regarding the December 24, 2020 Order entered and Defendants' request for correction of two issues included in said Order. Counsel McElhinney outlined the issues in question and presented argument in support of Defendants' Motion for Leave to File Motion for Reconsideration of said Order. Additionally, counsel McElhinney addressed the Court regarding prior proceedings held and provided background information on this case.

The Reporter lost zoom connection and the Court took a brief recess to allow the Reporter to log back into the hearing. Upon this matter reconvening, the Reporter provided the Court and all counsel with the last portion of counsel McElhinney's argument which was reported. At that time, counsel Polsenberg requested that the remaining hearing be recorded via the record option through Zoom.

The Court granted said request and the Clerk started the recording. The Reporter remained and continued reporting, having no further connection issues. The official record of these proceedings continues to be the transcript which can be requested from the Court Reporter.

Counsel McElhinney began at the beginning of the portion of his argument that was not reported and continued arguing in support of Defendants' Motion.

Additionally, counsel McElhinney responded to questions posed by the Court.

Richard Teichner, called by counsel McElhinney, was sworn, testified, and cross-examined by counsel Miller.

Prior to the cross-examination of witness Teichner by counsel Miller, counsel Miller sought the direction of the Court on how best to proceed, stating that counsel intended on presented arguments in opposition to Defendants' Motion prior to eliciting testimony from the witness on cross-examination. At the direction of the Court, counsel Miller proceeded with cross-examination, with arguments on behalf of Plaintiffs to be presented following the testimony of the witness.

During the testimony of witness Teichner, objections were made and ruled upon by the Court as more fully set out in the transcript of these proceedings.

Following a brief recess which was held during the testimony of witness Teichner, the Court informed all counsel that the Court had erroneously believed this hearing would only take one hour, and noted that these proceedings began at 8:00 a.m. However, the Court stated that it was evident that arguments on Defendants' Motion will require more time than what the Court has available today. Therefore, Court will allow this matter to go forward until 11:00 a.m. today, with the balance of arguments to be heard at a later date.

At the conclusion of the testimony of witness Teichner, the Court excused Mr. Teichner and his counsel, Stefanie Sharp, Esq. from the remaining proceedings. Plaintiffs' counsel and Defendants' counsel agreed that counsel Sharp and Mr. Teichner did not need to remain. The Court, however, directed that counsel Sharp remain on the service list, to be notified via eflex of all documents filed herein; **SO ORDERED.**

The Court addressed remaining counsel regarding the anticipated amount of time needed to complete arguments on Defendants' Motion for Leave to File Motion for Reconsideration of the December 24, 2020 Order; counsel Miller and McElhinney responded to the Court regarding the anticipated length of their respective arguments.

The Court determined that this matter will be set for four hours to ensure that sufficient time is set aside for arguments to be presented.

COURT ORDERED: Matter set for continued Oral Arguments on Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020 Order Granting Motion for Clarification to be heard on **Thursday, May 27, 2021 at 8:00 a.m.**

Matter adjourned.

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****PAGE 1****APPEARANCE-HEARING**

05/27/2021
HONORABLE
NANCY SAITTA
OJ37
T. Adrian
(Clerk)
J. Kernan
(Reporter)

ORAL ARGUMENTS (CONTINUED)

The named Plaintiffs were represented by counsel, Jarrad Miller, Esq., and Jonathan Tew, Esq. Defendants were represented by counsel, David McElhinney, Esq., and Daniel Polsenberg, Esq. Ann Hall, Esq., general counsel for Defendants, was also present.

3:03 p.m. Court convened.

This hearing was held remotely because of the closure of the courthouse at 75 Court Street in Reno, Washoe County, Nevada due to the national and local emergency caused by the COVID-19 pandemic. The Court and all the participants appeared via simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada which was the site of the court session. Counsel acknowledged receipt of Notice that the hearing was taking place pursuant to Nevada Supreme Court Rules-Part 9 relating to simultaneous audiovisual transmissions and all counsel stated they had no objection to going forward in this manner.

COURT reviewed the procedural history of the case noting that this time is set for closing arguments on Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020, Order Granting Motion for Clarification and Request for Hearing.

Defendants' counsel McElhinney provided argument in support of the Motion.

COURT clarified that the limited purpose of this hearing is to hear oral arguments on the pending Motion before the Court.

Plaintiffs' counsel Miller provided opposition argument to the Motion.

4:34 p.m. Court lost connection to the Zoom hearing. Court recessed.

4:37 p.m. Court reconnecting to the Zoom hearing. Court reconvened.

Plaintiffs' counsel Miller resumed opposition argument to the Motion; and further requested that the outstanding funds be deposited with the Receiver.

COURT admonished the parties to refer to opposing counsel professionally in pleadings and arguments throughout the pendency of this case moving forward. Defendants' counsel McElhinney provided reply argument in support of the Motion. Objections were made throughout closing arguments and ruled upon by the Court as fully set out in the transcript of this proceeding.

COURT took Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020, Order Granting Motion for Clarification and Request for Hearing under advisement upon conclusion of closing arguments.

COURT ORDERED respective counsel to prepare two briefs: (1) Setting forth and analyzing what the "law of the case" means; and (2) The effect of a default judgment on subsequent proceedings and ordered respective counsel to submit those briefs to the Court no later than June 10, 2021.

Upon inquiry by the Court, Defendants' counsel McElhinney provided argument opposing depositing any funds with the Receiver at this time.

COURT ORDERED that respective counsel nor members of their office have any direct communication whatsoever with the Receiver and that all communication with the Receiver must come through the Court first. **COURT** directed Plaintiffs' counsel Miller to notify Receiver's counsel of said order. **COURT** further noted that the

05/27/2021
J. Kernan
(Reporter)

ORAL ARGUMENTS (CONTINUED)
Receiver may contact the court directly without contacting either party.
COURT emphasized that any direct communication with the Receiver on behalf of the Defendants or Plaintiffs will be a direct violation of this Court's order.
COURT extended the Order Staying Decision through June 10, 2021.
5:50 p.m. Court adjourned.

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****PAGE 1****APPEARANCE-HEARING**

07/02/2021

HONORABLE
NANCY SAITTA
DEPT. OJ37
T. Adrian
(Clerk)
K. Murray
(Reporter)**STATUS CONFERENCE**

Jarrad Miller, Esq., and Jonathan Tew, Esq., present on behalf of the Plaintiffs.
David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. Ann Hall, Esq., general counsel for Defendants, also present.
Stephanie Sharp, Esq., present on behalf of the Receiver.

2:00 p.m. Court convened.

This hearing was held remotely because of the closure of the courthouse at 75 Court Street in Reno, Washoe County, Nevada due to the national and local emergency caused by the COVID-19 pandemic. The Court and all the participants appeared via simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada which was the site of the court session. Counsel acknowledged receipt of Notice that the hearing was taking place pursuant to Nevada Supreme Court Rules-Part 9 relating to simultaneous audiovisual transmissions and all counsel stated they had no objection to going forward in this manner.

Appearance made for the record.

COURT reviewed the procedural history of the case to include concerns brought to the Court's attention by counsel for the Receiver.

Receiver's counsel provided a foundation regarding the UOA facing potential solvency and informed the parties that the UOA has no independence source of adequate funding for the receivership; and that the receiver has stood down on conducting all non-essential work.

Discussion ensued regarding potential resolutions to fund the receivership to include issuing a special assessment and/or pulling funds from rental income.

2:12 p.m. Receiver's counsel lost connection to the virtual hearing.

2:17 p.m. Receiver's counsel regained connection to the virtual hearing.

Defendants' counsel McElhinney clarified that the GSR is responsible for paying for the reserve study and provided argument in favor of utilizing a special assessment to provide additional funds to the receivership. Plaintiffs' counsel Tew provided opposition and argument opposing utilizing a special assessment and favored pulling funds from rental income; reply argument by Defendants' counsel McElhinney.

Plaintiffs' counsel Tew provided argument that the Receiver should be in control of the UOA pursuant to the January 7, 2015 Order Appointing Receiver and Directing Defendants' Compliance; opposition and argument by Defendants' counsel McElhinney, and reply argument by Plaintiffs' counsel Tew.

Receiver's counsel Sharp provided argument in favor of utilizing both a special assessment and pulling funds from rental income to provide funding to the receivership.

COURT noted that UOA operations have not been stopped nor suspended by any Order of this Court; and further ordered that the UOA board meeting currently scheduled for July 12, 2021 may proceed.

COURT further noted that in the last six years since the entry of the January 7, 2015 Order Appointing Receiver, no motions have been filed with this Court indicating that the said Order is not being complied with in any way.

07/02/2021

DATE, JUDGE
OFFICERS OF
COURT PRESENT

PAGE 2

APPEARANCE-HEARING

CONT'D TO

K. Murray
(Reporter)

COURT further noted that the Receiver should be overseeing the UOA.
COURT directed parties to file pleadings no later than July 10, 2021 should there be an opposition to the UOA board meeting proceeding on July 12, 2021.

COURT ORDERED Receiver Teichner to attend the UOA board meeting set for July 12, 2021.

Receiver's counsel informed the Court that the GSR intends to introduce amendment(s) to the CCNRs that could impact the reserve studies.

Counsel Hall clarified said amendments and described the differences between condominium and condominium-hotel expenses pursuant to NRS.

COURT ORDERED that counsel Hall meet with the receiver and receiver's counsel to discuss what these proposed amendments will entail.

COURT denied oral motion to attend said meeting by Plaintiffs' counsel Tew.

COURT ORDERED that all parties comply with the January 7, 2015 Order Appointing Receiver and Directing Defendants' Compliance until further order of the Court.

Upon inquiry by the parties, **COURT** clarified that the receiver does *not* need to CC counsel for all parties in email communications.

COURT directed counsel Hall to provide a copy of all CCNRs as well as the 7th and 9th amendments to the Court.

Respective counsel had nothing further to address with the Court at this time.

COURT thanked the parties for their timely reply in getting this status conference set.

3:10 p.m. Court adjourned.

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****PAGE 1****APPEARANCE-HEARING****CONT'D TO**

09/30/2021
HONORABLE
NANCY SAITTA
DEPT. OJ37
T. Adrian
(Clerk)
A. Trevino
(Reporter)

STATUS CONFERENCE

Jarrad Miller, Esq., and Jonathan Tew, Esq., present on behalf of the Plaintiffs.
David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the
Defendnats. Ann Hall, Esq., and Abran Vigil, Esq., general counsel for GSR, also
present. Stephanie Sharp, Esq., present on behalf of the Receiver.

8:02 a.m. Court convened.

This hearing was held remotely because of the closure of the courthouse at 75
Court Street in Reno, Washoe County, Nevada due to the national and local
emergency caused by the COVID-19 pandemic. The Court and all the participants
appeared via simultaneous audiovisual transmission. The Court was physically
located in Reno, Washoe County, Nevada which was the site of the court session.
Counsel acknowledged receipt of Notice that the hearing was taking place
pursuant to Nevada Supreme Court Rules-Part 9 relating to simultaneous
audiovisual transmissions and all counsel stated they had no objection to going
forward in this manner.

COURT reviewed the procedural history of the case noting that the purpose of this
hearing was to provide an update with regards to Receiver issues.
Receiver's counsel Sharp updated the parties on behalf of the Receiver.

8:08 a.m. Court lost connection to the audio-visual hearing.

8:21 a.m. Court regained connection to the audio-visual hearing.

Receiver's counsel Sharp further updated the parties on behalf of the Receiver.
Plaintiffs' counsel Miller responded.
Defendants' counsel McElhinney responded.

8:28 a.m. Court lost connection to the audio-visual hearing.

8:30 a.m. Court regained connection to the audio-visual hearing.

Defendants' counsel McElhinney further responded.
Discussion ensued regarding communication between the Court and counsel for
the Receiver.

COURT noted that the communication taking place between the Court and
counsel for the Receiver had been at the Court's direction.

COURT informed the parties that all currently outstanding fully briefed and
submitted motions would be decided on or before October 7, 2021, and if those
motions required hearings, that those hearings would be set thereafter.

COURT directed the parties to forward courtesy copies of all motions to the Court
via email and CC all counsel moving forward.

Discussion ensued regarding the January 7, 2015, Order Appointing Receiver and
Directing Defendants' Compliance with regards to communications between the
Court and counsel for the Receiver being recorded.

Discussion ensued regarding the Ninth Amended CC&Rs.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

PAGE 2

APPEARANCE-HEARING

CONT'D TO

09/30/2021
A. Trevino
(Reporter)

STATUS CONFERENCE

COURT directed the parties that outstanding matters should be resolved via written motion, fully briefed, and submitted to the Court for consideration. Respective counsel made appearances for the record.
8:54 a.m. Court adjourned.

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****PAGE 1****APPEARANCE-HEARING****CONT'D TO**11/05/2021
HONORABLE
NANCY SAITTA
DEPT. OJ37
T. Adrian
(Clerk)
L. Urmston
(Reporter)**STATUS CONFERENCE**

Jarrad Miller, Esq., and Jonathan Tew, Esq., present on behalf of the Plaintiffs. David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. Ann Hall, Esq., and Abran Vigil, Esq., general counsel for GSR, also present. Receiver Richard Teichner present with counsel, Stephanie Sharp, Esq.

3:59 p.m. Court convened.

This hearing was held remotely because of the closure of the courthouse at 75 Court Street in Reno, Washoe County, Nevada due to the national and local emergency caused by the COVID-19 pandemic. The Court and all the participants appeared via simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada which was the site of the court session. Counsel acknowledged receipt of Notice that the hearing was taking place pursuant to Nevada Supreme Court Rules-Part 9 relating to simultaneous audiovisual transmissions and all counsel stated they had no objection to going forward in this manner.

COURT reviewed the procedural history of the case.

Receiver's counsel Sharp noted the procedural history of the case with respect to the pending fully briefed and submitted Receiver's Motion for Orders and Instructions.

Plaintiffs' counsel Miller presented argument in support of the Motion for Orders and Instructions; opposition and argument by Defendants' counsel McElhinney; reply argument by Plaintiffs' counsel Miller; and supplemental argument from Defendants' counsel McElhinney.

Defendants' counsel McElhinney presented argument supporting the validity of the 9th Amendment. Plaintiffs' counsel Miller provided opposition and argument.

COURT noted for the record that the parties agree that the motions currently submitted and pending before the Court should be decided prior to addressing the Motion for Orders and Instructions.

Plaintiffs' counsel Miller provided argument in support of the Receiver being charged with the reserves. Defendants' counsel McElhinney provided opposition and argument.

Receiver Teichner made a statement on his own behalf; reply by Defendant's counsel McElhinney; and reply by Plaintiffs' counsel Miller.

COURT ENTERED ORDER that both Plaintiffs and Defendants each provide to the Court two names to complete an independent reserve study no later than November 12, 2021, at 5:00 p.m.

Plaintiffs' counsel Miller provided argument with regards to room use and equal rotation. Defendants' counsel McElhinney provided opposition and argument.

Receiver Teichner made a statement on his own behalf. Receiver's counsel Sharp provided supplemental argument in support of the Receiver with regards to room revenue.

Plaintiffs' counsel Miller provided argument with regards to the methodology, timing, and implementation of fee calculations by the Receiver; opposition and argument by Defendants' counsel McElhinney; reply argument by Defendants' counsel Miller; and supplemental argument by Receiver's counsel Sharp.

DATE, JUDGE OFFICERS OF COURT PRESENT	PAGE 2 APPEARANCE-HEARING	CONT'D TO
11/05/2021 L. Urmston (Reporter)	<u>STATUS CONFERENCE</u> Discussion ensued regarding the various pending fully briefed and submitted motions presently before the Court. Respective counsel stipulated that the Motion for Appointment of the Law Firm of Robison, Sharp, Sullivan & Brust as counsel for Court Appointed Receiver, Richard M. Teichner submitted December 3, 2020, is MOOT . Discussion ensued regarding Defendants' duty to supplement discovery. Counsel McElhinney informed the Court that he may be seeking a Motion for Relief. Two-day Evidentiary Hearing set January 13, 2022, and January 14, 2022; Courtroom to be determined. 5:40 p.m. Court adjourned.	01/13/2022 8:00 a.m. Evidentiary Hearing (Two Days) (Courtroom TBD)

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****PAGE 1****APPEARANCE-HEARING****CONT'D TO**02/04/2022
HONORABLE
NANCY SAITTA
DEPT. OJ37
T. Adrian
(Clerk)
N. Hansen
(Reporter)**STATUS CONFERENCE**

Jarrad Miller, Esq., Jonathan Tew, Esq., and Robert Eisenberg, Esq., present on behalf of the Plaintiffs. David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. GSR General Counsel Ann Hall, Esq., and Abran Vigil, Esq., present. Stephanie Sharp, Esq., present on behalf of the Receiver.

12:05 p.m. Court convened.

This hearing was held remotely because of the closure of the courthouse at 75 Court Street in Reno, Washoe County, Nevada due to the national and local emergency caused by the COVID-19 pandemic. The Court and all the participants appeared via simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada which was the site of the court session. Counsel acknowledged receipt of Notice that the hearing was taking place pursuant to Nevada Supreme Court Rules-Part 9 relating to simultaneous audiovisual transmissions and all counsel stated they had no objection to going forward in this manner.

COURT reviewed the procedural history of the case noting the appeal of the seven Orders filed January 4, 2022 (Order Granting Receiver's Motion for Orders & Instructions, Order Granting Plaintiffs' Motion for Instructions to Receiver; Order Granting Plaintiff's Motion to Stay Special Assessment; Order Approving Receiver's Request to Approve Updated Fees; Order Directing Receiver to Prepare Report on Defendants' Request for Reimbursement of 2020 Capital Expenditures; Order Denying as Moot Defendants' Emergency Motion to Extend Stay Pending Disposition of the Motion to Reconsider; and Order Granting Plaintiffs' Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants).

Discussion ensued regarding the jurisdictional appropriateness in which to handle outstanding issues pending the appeal.

Receiver's counsel Sharp informed the Court that \$55,906.00 is currently pending in receivership costs.

Further discussion ensued regarding the procedural history and posture of the case.

COURT ORDERED the Order Granting Receiver's Motion for Orders & Instructions, Order Granting Plaintiffs' Motion for Instructions to Receiver; Order Granting Plaintiff's Motion to Stay Special Assessment; Order Approving Receiver's Request to Approve Updated Fees; Order Directing Receiver to Prepare Report on Defendants' Request for Reimbursement of 2020 Capital Expenditures; Order Denying as Moot Defendants' Emergency Motion to Extend Stay Pending Disposition of the Motion to Reconsider; and Order Granting Plaintiffs' Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants entered January 4, 2022, stayed until close of business on March 18, 2022 at which point said orders will become enforceable.

02/04/2022 N. Hansen (Reporter)	<u>STATUS CONFERENCE</u> COURT directed counsel for Defendants, Plaintiffs, and Receiver each to file with the Court on February 9, 2022, a two-page maximum length briefing containing only legal argument and facts as to why the Receiver should or should not be paid what is currently due and owe with the ability to expand on how such payment may take place. COURT further directed respective counsel each to file with the Court on February 16, 2022, a two-page maximum length response. COURT directed respective counsel to file with the Court on February 25, 2022, a ten-page maximum length briefing containing the appropriateness to consider outstanding matters given the jurisdictional posture of the case and matters pending appeal. COURT further directed respective counsel each to file with the Court on March 4, 2022, a ten-page maximum length response. COURT directed respective counsel to email file-stamped copies of aforementioned briefings to nsaitta@armadr.com upon filing. Discussion ensued clarifying aspects of the stay of Orders. Defendants' counsel McElhinney inquired of the Court various procedural matters. Respective counsel had nothing further to address with the Court at this time. Status Conference set April 8, 2022, at 12:00 p.m. 1:04 p.m. Court adjourned.	04/08/2022 12:00 p.m. Status Conference
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CASE NO. CV12-02222

TITLE: ALBERT THOMAS VS. MEI-GSR HOLDINGS ETAL

**JUDGE,
OFFICERS OF
COURT**

6/1/2022
HONORABLE
NANCY SAITTA
DEPT. OJ37

MINUTE ORDER

Plaintiffs filed their *Motion for Order to Show Cause as to Why the Defendants Should Not Be Held in Contempt of Court and Request for Oral Argument on Motion During Hearing Set for May 12, 2022* on April 25, 2022 ("Motion"). The Defendants filed their *Opposition to Plaintiffs' Motion for Order to Show Cause as to Why the Defendants Should Not Be Held in Contempt of Court and Request for Oral Argument on Motion During Hearing Set for May 12, 2022* on May 9, 2022. Plaintiffs filed their *Reply in Support of Motion for Order to Show Cause as to Why the Defendants Should Not Be Held in Contempt of Court and Request for Oral Argument on Motion During Hearing Set for May 20, 2022* on May 16, 2022. The matter was submitted to the Court for decision on May 16, 2022.

A hearing was held on this matter on May 24, 2022.

Upon the Court's review of the attached e-mail chain (Exhibit A), **COURT ENTERED ORDER** denying Plaintiffs' request for permission to file a response to the Defendants' SurRebuttal.

From: [Hon. Nancy Saitta \(Ret.\)](#)
To: [Jon Tew](#)
Cc: [Iliana Godoy](#); [Abran Vigil](#); [Adrienne Brantley](#); [Ann Hall](#); [Briana Collings](#); [Dale Kotchka-Alanes](#); [Daniel Polsenberg](#); [David McElhinney](#); [Dawn Hayes](#); [F. DeArmond Sharp](#); [David Robertson](#); [Jarrad Miller](#); [Jeffrey L. Hartman](#); [Jennifer Hess](#); [Jennifer Hostetter](#); [Jessica Helm](#); [Crawford, Kathryn](#); [Leslie Lucero](#); [Robert L. Eisenberg](#); [Stefanie Sharp](#); [Stefanie Smith](#); [Teresa Stovak](#); [Todd R. Alexander](#)
Subject: Re: CV12-02222 THOMAS VS. MEI-GSR - Defendant's SurRebuttal and Request to Submit Proposed Order
Date: Tuesday, May 31, 2022 10:19:35 PM
Attachments: [image001.png](#)
[image001.png](#)

[NOTICE: This message originated outside of Second Judicial District Court, State of Nevada --
DO NOT CLICK on **links** or open **attachments** unless you are sure the content is safe.]

No SurRebuttal will be allowed.

Kathryn -please enter a minute order or court's note indicating that a request for permission to file a response to the defendants' SurRebuttal was requested and denied.
Please also add, as the court's exhibit, this email exchange.

Justice Nancy M. Saitta (ret)
Advanced Resolution Management
6980 S. Cimarron Rd., Suite 210
Las Vegas, NV 89113
nsaitta@armadr.com
www.armadr.com
T: 702-960-4494
C: 702-279-3797

On May 31, 2022, at 9:45 AM, Jon Tew <jon@nvlawyers.com> wrote:

Dear Justice Saitta,

The Plaintiffs are keenly aware of the Court's direction to avoid argument outside of filed briefing. With that said, the Defendants' Sur-Rebuttal addressed issues that were plainly within the scope of Plaintiffs' arguments and contains blatantly false statements. The Plaintiffs respectfully request the opportunity to submit a short response to the Defendants' Sur-Rebuttal for the Court's review by end-of-day tomorrow. Please let us know if that is acceptable.

Best regards,
Jon

Jonathan Joel Tew, Esq.
Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600

Reno, Nevada 89501
Telephone: (775) 329-5600
Facsimile: (775) 348-8300
Email: jon@nvlawyers.com
Please visit our Website at: www.nvlawyers.com

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From: Iliana Godoy <Iliana.Godoy@meruelogroup.com>

Sent: Friday, May 27, 2022 3:21 PM

To: Abran Vigil <Abran.Vigil@meruelogroup.com>; Adrienne Brantley <abrantley-lomeli@lewisroca.com>; Ann Hall <Ann.Hall@meruelogroup.com>; Briana Collings <briana@nvlawyers.com>; Dale Kotchka-Alanes <mkotchkaalanes@lewisroca.com>; Daniel Polsenberg <dpolsenberg@lewisroca.com>; David McElhinney <David.McElhinney@meruelogroup.com>; Dawn Hayes <DHayes@lewisroca.com>; F. DeArmond Sharp <dsharp@rssblaw.com>; David Robertson <gddavid@nvlawyers.com>; Hon. Nancy Saitta (Ret.) <nsaitta@armadr.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>; Jarrad Miller <jarrad@nvlawyers.com>; Jeffrey L. Hartman <jlh@bankruptcyreno.com>; Jennifer Hess <jhess@lewisroca.com>; Jennifer Hostetler <jhostetler@lewisroca.com>; Jessica Helm <jhelm@lewisroca.com>; Jon Tew <jon@nvlawyers.com>; Crawford, Kathryn <Kathryn.Crawford@washocourts.us>; Leslie Lucero <llucero@rssblaw.com>; Robert L. Eisenberg <rle@lge.net>; Stefanie Sharp <sssharp@rssblaw.com>; Stefanie Smith <stefanie@nvlawyers.com>; Teresa

Stovak <teresa@nvlawyers.com>; Todd R. Alexander <tra@lge.net>; Crawford, Kathryn <Kathryn.Crawford@washoecourts.us>

Subject: CV12-02222 THOMAS VS. MEI-GSR - Defendant's SurRebuttal and Request to Submit Proposed Order

Good evening Justice Saitta:

I am sending a courtesy filed copy of the Defendants' SurRebuttal to Plaintiff's May 24, 2022 Rebuttal to Oral Argument regarding Plaintiffs' Motion for Order to Show Cause as to Why the Defendants Should Not be Held in Contempt of Court, for your review.

I am also submitting the Defendants' filed copy of their Request to Submit their Proposed Order Denying Plaintiffs' Motion for Order to Show Cause as to Why the Defendants Should Not be Held in Contempt of Court.

Thank you,

<!--[if !vml]--><!--[endif]-->



Iliana Godoy
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Las Vegas, NV 89109
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DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCE-HEARING

CONT'D TO

3/11/2022
HONORABLE
NANCY SAIITTA
DEPT. OJ37
K. Crawford
(Clerk)
N. Hansen
(Reporter)
Zoom Webinar**HEARING ON PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING
ORDER, AND MOTION FOR PRELIMINARY INJUNCTION***Defense counsel provided Exhibits 1-4 via email prior to court hearing; by stipulation of counsel, they were marked as Exhibits 1-4 before commencement of hearing.*

Jarrad Miller, Esq., Jonathan Tew, Esq., and Robert Eisenberg, Esq., present on behalf of the Plaintiffs. David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. GSR General Counsel Ann Hall, Esq., and Abran Vigil, Esq., present. Stephanie Sharp, Esq., present on behalf of the Receiver; excused by Court from attending the proceedings.

3/25/2022
9:00 a.m.
**Motion for
Preliminary
Injunction
(location
TBD)**

10:02 a.m. Court convened.

This hearing was held remotely because of the closure of the courthouse at 75 Court Street in Reno, Washoe County, Nevada due to the national and local emergency caused by the COVID-19 pandemic. The Court and all the participants appeared via simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada which was the site of the court session. Counsel acknowledged receipt of Notice that the hearing was taking place pursuant to Nevada Supreme Court Rules-Part 9 relating to simultaneous audiovisual transmissions and all counsel stated they had no objection to going forward in this manner.

Appearances made for the record.

Upon Counsel Sharp's request, the Court excused counsel Sharp.

The Court reviewed the procedural history of the case noting this is the date and time set to hear arguments regarding Plaintiff's Emergency Motion for Temporary Restraining Order regarding the GSR Unit Owner meeting scheduled for Monday, March 14, 2022; stating that no other matters will be heard.

Counsel Tew presented argument in support of granting a temporary restraining order and halting the meeting set for March 14, 2022.

Discussion ensued regarding the Receiver's role in protecting the interests of the owners.

Counsel Tew presented further argument, there is no prejudice in issuing a TRO and holding a hearing in 14 days on the motion for preliminary injunction. Further, counsel Tew presented the standard for issuing a TRO.

Discussion ensued regarding the governing orders entered in this matter and when a preliminary injunction may be issued by the Court.

Counsel McElhinney presented argument in opposition of a TRO and informed the Court that Exhibits 1-4 were marked by the Clerk prior to the hearing.

Exhibit 4 was offered by Counsel McElhinney; no objection; **ADMITTED.**

Counsel McElhinney presented further argument in opposition.

Exhibit 1 was offered by counsel McElhinney; no objection; **ADMITTED.**

Counsel McElhinney presented further argument in opposition.

Exhibit 2 was offered by counsel McElhinney; no objection; **ADMITTED.**

Counsel McElhinney presented further argument in opposition.

Exhibit 3 was offered by counsel McElhinney; no objection; **ADMITTED.**

Counsel McElhinney presented further argument in opposition.

Discussion ensued regarding whether the Receiver should be heard on this matter and what authority the Receiver has to intervene.

DATE, JUDGE OFFICERS OF COURT PRESENT	Pg. 2	APPEARANCE-HEARING	CONT'D TO
3/11/2022 N. Hansen (Reporter)		<p>Counsel Tew presented further argument in support of issuing a TRO. Discussion ensued regarding posting a bond if the TRO is granted. Counsel Polsenberg moved the Court to lift the stay.</p> <p>COURT ENTERED ORDER granting a Temporary Restraining Order and ordered a \$50,000 bond be posted. Court will review the proposed order submitted by counsel Tew and advise of any modifications.</p> <p>COURT FURTHER ENTERED ORDER that the 3/14/2022 GSR meeting of the owners is canceled and may not be held.</p> <p>COURT FURTHER ENTERED ORDER denying counsel Polsenberg's oral motion to lift the stay.</p> <p>COURT FURTHER ENTERED ORDER matter continued for Plaintiff's Motion for Preliminary Injunction, to be held in person. The Clerk will notify all counsel via email of the courtroom location.</p> <p>11:06 a.m. Court adjourned.</p>	

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****Pg. 1****APPEARANCE-HEARING****CONT'D TO**

3/25/2022
HONORABLE
NANCY SAIITTA
DEPT. OJ37
K. Crawford
(Clerk)
N. Hansen
(Reporter)

HEARING ON MOTION FOR PRELIMINARY INJUNCTION

Jarrad Miller, Esq., Jonathan Tew, Esq., and Robert Eisenberg, Esq., present on behalf of the Plaintiffs. David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. GSR General Counsel Ann Hall, Esq., and Abran Vigil, Esq., were also present.

**4/8/2022
12:00 p.m.
Motion to
Dismiss
(Audiovisual)**

9:02 a.m. Court convened.
Appearances made for the record.
The Court reviewed the procedural history of the case noting this is the date and time set to hear arguments regarding Plaintiff's Motion for Preliminary Injunction and further noting Receiver's Ex Parte Notice of Intent Not to Appear at March 25, 2022 Hearing filed on March 18, 2022. Court stated no other matters will be heard.

**5/12/2022
9:00 a.m.
Status
Hearing
(In person)**

Counsel Miller presented argument in support of a granting a preliminary injunction.
Upon questioning by the Court regarding what is remaining in this matter to resolve it, counsel Miller informed the Court that Plaintiff's Motion regarding Punitive Damages is still outstanding, a hearing was needed and a final judgment.
Counsel McElhinney responded, noting a motion to dismiss was also pending. Discussion ensued regarding setting hearings for the motion to dismiss and the motion for punitive damages.
Counsel McElhinney presented argument in opposition of a preliminary injunction. Gayle Kern was called by counsel McElhinney. Counsel Miller objected. Discussion ensued regarding whether Defendants were allowed to call witnesses at this proceeding with Defendants being in default.
Counsel McElhinney provided offer of proof regarding Ms. Kern's qualifications and the scope of her anticipated testimony should her testimony be allowed.
COURT ORDERED: Ms. Kern may not testify at this proceeding and counsel McElhinney may file an affidavit or declaration of Ms. Kern as offer of proof by close of business on March 28, 2022 and provide to opposing counsel.
Counsel McElhinney presented further argument in opposition of a preliminary injunction.

Exhibit 1 offered by counsel McElhinney; objection made by counsel Miller for the document not being signed but no objection to its admittance; **ADMITTED**. Counsel McElhinney presented further argument.

Exhibit 2 offered by counsel McElhinney; no objection; **ADMITTED**. Counsel McElhinney presented further argument.

Exhibit 3 offered by counsel McElhinney; no objection; **ADMITTED**. Counsel McElhinney presented further argument.

Court took a brief recess.

Counsel McElhinney resumed presenting his argument.

Exhibit 4 was presented by counsel McElhinney, noting it was previously admitted as an exhibit in the prior hearing on March 11, 2022.

Shannon Keel was called by counsel McElhinney. Counsel Miller's same objection was noted by the Court.

COURT ORDERED: Ms. Keel may not testify at this proceeding and counsel McElhinney may file an affidavit or declaration of Ms. Keel as offer of proof by close of business on March 28, 2022 and provide to opposing counsel.

DATE, JUDGE OFFICERS OF COURT PRESENT	Pg. 2	APPEARANCE-HEARING	CONT'D TO
3/25/2022 N. Hansen (Reporter)		<p>Counsel McElhinney presented further argument; requesting if the preliminary injunction is granted that a bond be issued in the amount of \$17,000,000.</p> <p>Counsel Miller presented further argument in support of granting a preliminary injunction.</p> <p>Counsel Polsenberg provided information to the Court regarding a bond.</p> <p>Counsel Miller presented final argument.</p> <p>Discussion ensued regarding how to get the case resolved.</p> <p>Further discussion ensued regarding how to proceed on the outstanding motion regarding punitive damages and motion to dismiss.</p> <p>Court stated she was inclined to rule on the pleadings unless a hearing was requested. Counsel Polsenberg requested a hearing.</p> <p>COURT ORDERED: The Motion for Preliminary Injunction is taken under advisement pending counsel McElhinney filing affidavits/declarations of Ms. Kern and Ms. Keel by close of business Monday, March 28, 2022.</p> <p>COURT FURTHER ORDERED: A Status Hearing currently set for April 8, 2022, at 12:00 p.m., shall remain and be converted to a hearing for oral arguments on the pending Motion to Dismiss. This hearing will be held via audiovisual means.</p> <p>COURT FURTHER ORDERED: A Status Hearing shall be set on May 12, 2022, at 9:00 a.m. to discuss procedure on the pending Motion for Punitive Damages. This hearing shall be held in person. The Clerk shall notify respective counsel via email of the courtroom location.</p> <p>12:24 p.m. Court adjourned.</p>	

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****APPEARANCE-HEARING****CONT'D TO**

4/8/2022
HONORABLE
NANCY SAIITTA
DEPT. OJ37
K. Crawford
(Clerk)
K. Murray
(Reporter)
Zoom Webinar

ORAL ARGUMENTS ON MOTION TO DISMISS

Jarrad Miller, Esq., Jonathan Tew, Esq., Todd Alexander, Esq., and Robert Eisenberg, Esq., present on behalf of the Plaintiffs. David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. GSR General Counsel Ann Hall, Esq., and Abran Vigil, Esq., were also present. Stephanie Sharp, Esq., present on behalf of the Receiver; excused by Court from attending the proceedings.

1:26 p.m. Court convened.

This hearing was held remotely because of the closure of the courthouse at 75 Court Street in Reno, Washoe County, Nevada due to the national and local emergency caused by the COVID-19 pandemic. The Court and all the participants appeared via simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada which was the site of the court session. Counsel acknowledged receipt of Notice that the hearing was taking place pursuant to Nevada Supreme Court Rules-Part 9 relating to simultaneous audiovisual transmissions and all counsel stated they had no objection to going forward in this manner.

Appearances made for the record.

Upon Counsel Sharp's request, the Court excused counsel Sharp.

The Court reviewed the procedural history of the case noting this is the date and time set to hear oral arguments regarding Defendants' Motion to Dismiss filed on February 23, 2022. Court stated no other matters will be heard.

Counsel Polsenberg presented argument in support of Defendants' Motion to Dismiss.

Court took a brief recess to address technical difficulties with the webinar format. Counsel Polsenberg moved the Court to continue this hearing and have it be held in person due to technical issues. Counsel Tew objected, stating Plaintiffs were ready to proceed; **COURT ENTERED ORDER** denying continuance. Matter proceeded via audiovisual means.

Counsel Polsenberg presented further argument in support of granting a dismissal.

Upon questioning by the Court regarding the basis for the Motion to Dismiss, counsel Polsenberg provided a procedural history of the case.

Counsel Eisenberg provided information regarding the procedural history of the initial Motion to Dismiss.

Counsel Eisenberg presented argument in opposition of dismissing the action and further provided information to the Court regarding periods when the case was stayed.

Counsel Polenberg presented final argument in support of granting a dismissal.

COURT ORDERED: The Motion to Dismiss is taken under advisement.

2:45 p.m. Court adjourned.

**May 12, 2022
9:00 a.m.
Status
Hearing
(In person)**

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****APPEARANCE-HEARING****CONT'D TO**

5/20/2022
HONORABLE
NANCY SAITTA
DEPT. OJ37
K. Crawford
(Clerk)
(Not Reported)
Zoom Webinar

STATUS HEARING

Jarrad Miller, Esq., Jonathan Tew, Esq., and Robert Eisenberg, Esq., present on behalf of the Plaintiffs. David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. GSR General Counsel Ann Hall, Esq., and Abran Vigil, Esq., were also present. Stephanie Sharp, Esq., present on behalf of the Receiver; excused by Court from attending the proceedings.

12:04 p.m. Court convened.

This hearing was held remotely because of the closure of the courthouse at 75 Court Street in Reno, Washoe County, Nevada due to the national and local emergency caused by the COVID-19 pandemic. The Court and all the participants appeared via simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada which was the site of the court session. Counsel acknowledged receipt of Notice that the hearing was taking place pursuant to Nevada Supreme Court Rules-Part 9 relating to simultaneous audiovisual transmissions and all counsel stated they had no objection to going forward in this manner.

Court explained to respective counsel present that a court reporter was not available for this hearing.

A discussion ensued between the Court and respective counsel regarding procedure for the pending Motion for Punitive Damages.

Court and counsel agreed to set one hearing, with three hours set aside, for oral arguments on the pending motion, with three hours set aside and two hearings to present evidence.

Counsel Tew requested time to speak with experts regarding availability for the evidentiary hearings. Further, counsel Tew informed the Court of a pending Motion for Order to Show Cause.

COURT ORDERED matter continued for oral arguments and evidentiary hearings for the pending Motion in Support of Punitive Damages Award.

COURT FURTHER ORDERED matter also continued for Motion for Order to Show Cause.

12:30 p.m. Court adjourned.

**May 24, 2022
8:00 a.m.
Motion for
Order to
Show Cause
(Audiovisual)**

**6/30/2022
9:00 a.m.
Oral
Arguments
on Motion in
Support of
Punitive
Damages
Award
(In person)**

**7/18/2022
and
7/21/2022
9:00 a.m.
Evidentiary
Hearings re
Motion for
Punitive
Damages
Award
(In person)**

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****APPEARANCE-HEARING****CONT'D TO**

5/24/2022
HONORABLE
NANCY SAIITTA
DEPT. OJ37
K. Crawford
(Clerk)
T.Dalpino
(Reporter)
Zoom Webinar

MOTION FOR ORDER TO SHOW CAUSE

Jarrad Miller, Esq., Jonathan Tew, Esq., and Robert Eisenberg, Esq., present on behalf of the Plaintiffs. David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. GSR General Counsel Ann Hall, Esq., and Abran Vigil, Esq., were also present.

8:05 a.m. Court convened.

This hearing was held remotely because of the closure of the courthouse at 75 Court Street in Reno, Washoe County, Nevada due to the national and local emergency caused by the COVID-19 pandemic. The Court and all the participants appeared via simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada which was the site of the court session. Counsel acknowledged receipt of Notice that the hearing was taking place pursuant to Nevada Supreme Court Rules-Part 9 relating to simultaneous audiovisual transmissions and all counsel stated they had no objection to going forward in this manner.

Appearances made for the record.

The Court reviewed the procedural history of the case noting this is the date and time set to hear arguments regarding Plaintiffs' Motion for Order to Show Cause as to Why the Defendants Should Not Be Held in Contempt of Court and Request for Oral Argument on Motion During Hearing Set for May 12, 2022, filed on April 25, 2022.

Counsel Tew presented argument in support of Motion for Order to Show Cause. Counsel McElhinney presented argument in opposition.

Discussion ensued regarding whether the Motion for Order to Show Cause required an evidentiary hearing.

Court noted Plaintiffs' ongoing objection and stated if Court deems an evidentiary hearing is necessary it shall be ordered.

Counsel McElhinney presented further argument in opposition.

Upon questioning by the Court regarding whether Defendants could have filed a motion for clarification, counsel McElhinney affirmed they could have.

Counsel Tew presented rebuttal argument in support of Motion for Order to Show Cause.

Upon questioning by the Court regarding separate bank accounts, counsel Tew responded and provided information.

COURT ORDERED: Plaintiff's Motion for Order to Show Cause is taken under advisement. Respective counsel each to submit proposed orders of five (5) pages or less including legal authority.

COURT FURTHER ORDERED: Defense counsel may file, no later than Friday, May 27, 2022, a 2-page supplement on Plaintiffs' rebuttal argument only of oral arguments presented on the Motion for Order to Show cause.

8:56 a.m. Court adjourned.

**6/30/2022
9:00 a.m.
Oral
Arguments
on Motion in
Support of
Punitive
Damages
Award
(In person)**

**7/18/2022
and
7/21/2022
9:00 a.m.
Evidentiary
Hearings re
Motion for
Punitive
Damages
Award
(In person)**

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****Pg. 1****APPEARANCE-HEARING****CONT'D TO**

7/8/2022
HONORABLE
NANCY SAIITTA
DEPT. OJ37
K. Crawford
(Clerk)
J. Kernan
(Reporter)

ORAL ARGUMENTS ON MOTION IN SUPPORT OF PUNITIVE DAMAGES**AWARD**

Jarrad Miller, Esq., Jonathan Tew, Esq., and Robert Eisenberg, Esq., present on behalf of the Plaintiffs. David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. GSR General Counsel Ann Hall, Esq., and Abran Vigil, Esq., were also present.

9:04 a.m. Court convened.

Appearances made for the record.

The Court reviewed the procedural history of the case noting this is the date and time set to hear oral arguments on Plaintiffs' Motion in Support of Punitive Damages Award.

Counsel Eisenberg presented argument in support of punitive damages award. Discussion ensued regarding the \$8,000,000 judgment awarded previously by Judge Sattler and whether a bond was necessary.

10:29 a.m. Court stood in recess.

10:45 a.m. Court reconvened.

Court addressed counsel Eisenberg regarding whether he wanted the Transcript he referenced in his argument to be marked and admitted into evidence for this hearing. Counsel Eisenberg requested it be marked and admitted; no objection by counsel McElhinney; Transcript was marked as **Exhibit 1** and identified for the record and **ADMITTED** into evidence.

Counsel McElhinney presented argument in opposition of punitive damages.

Exhibit 2 marked for identification.

Counsel McElhinney presented further argument in opposition.

Exhibits 3 and 4 were marked for identification.

Counsel McElhinney presented further argument.

Court addressed marked **Exhibits 2-4** and asked counsel McElhinney for clarification of whether he wanted them admitted or just marked.

Counsel McElhinney requested the exhibits be marked and admitted; no objection by counsel Eisenberg; **Exhibit 2, 3, and 4 ADMITTED.**

Counsel McElhinney presented further argument.

Exhibit 5 was offered by counsel McElhinney; no objection, **ADMITTED.**

Counsel McElhinney presented further argument.

Exhibit 6 was marked for identification but not offered by counsel McElhinney; Court stated she wanted it admitted as part of the record; counsel McElhinney moved to admit Exhibit 6, **ADMITTED.**

Counsel McElhinney presented further argument in opposition.

Counsel McElhinney moved the Court, renewing Defendants' Motion to Dismiss, noting for the Court it has already been briefed, submitted and argued before the Court.

Court made notice of the renewed Motion to Dismiss.

Upon Questioning by the Court, counsel Eisenberg responded to the Court's questions asked during counsel McElhinney's arguments.

Counsel Eisenberg presented rebuttal arguments in support of punitive damages. Court denied counsel McElhinney's request to present sur-rebuttal arguments and made notice of counsel McElhinney's objections.

7/18/2022
9:00 a.m.
**Evidentiary
Hearing on
Motion for
Punitive
Damages
Award
(In person)**

DATE, JUDGE OFFICERS OF COURT PRESENT	Pg. 2	APPEARANCE-HEARING	CONT'D TO
7/8/2022 J. Kernan (Reporter)		<p>Court made clear for the record that Exhibit 1, referenced by counsel Eisenberg during argument is marked and ADMITTED into evidence, as well as Exhibits 2 through 7, referenced by counsel McElhinney during argument, are marked and ADMITTED into evidence.</p> <p>COURT ORDERED: Plaintiffs’ Motion in Support of Punitive Damages Award is taken under advisement. Respective counsel to each submit proposed findings, entitled Findings, limited to fifteen (15) pages or less, on today’s proceedings by 5:00 p.m., July 12, 2022.</p> <p>12:26 p.m. Court adjourned.</p>	

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCE-HEARING

7/18/2022
HONORABLE
NANCY SAIITTA
DEPT. OJ37
K. Crawford
(Clerk)
P. Hoogs
(Reporter)**EVIDENTIARY HEARING FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD**

Jarrad Miller, Esq., Jonathan Tew, Esq., and Robert Eisenberg, Esq., present on behalf of the Plaintiffs. David McElhinney, Esq., and Daniel Polsenberg, Esq., present on behalf of the Defendants. GSR General Counsel Ann Hall, Esq., and Abran Vigil, Esq., were also present.

9:15 a.m. Court convened.

Appearances made for the record.

The Court noted this was the date and time set to hear evidence on Plaintiffs' Motion in Support of Punitive Damages Award.

Court stated for the record that Exhibit 246 provided by Plaintiffs, that was previously marked and admitted in the prior evidentiary hearing, is marked and admitted for this hearing using the same exhibit number 246.

Counsel Miller addressed the Court and requested that any exhibits offered and admitted during Craig Green's testimony be admitted under seal; no objection by counsel McElhinney.

COURT ENTERED ORDER that the exhibits offered and admitted during the testimony of Craig Green are admitted under seal.

Counsel Miller presented a brief opening statement.

Counsel McElhinney presented a brief opening statement and further stated an objection to proceeding with this hearing absent a decision from the Court on the oral arguments presented on July 8, 2022 on Plaintiff's Motion for Punitive Damages Award.

Counsel Miller presented further opening statement.

Counsel McElhinney presented further opening statement.

COURT ENTERED ORDER granting Plaintiffs' Motion in Support of Punitive Damages Award as to the oral arguments previously presented. A written order will issue and this evidentiary hearing shall proceed.

COURT FURTHER ENTERED ORDER that the Court will consider this hearing to be Phase 2 of the Motion in Support of Punitive Damages Award, addressing the five claims previously set forth in the prior hearing on this Motion.

Counsel McElhinney presented further objection to proceeding as no judgment amount has been provided and is required to proceed.

Counsel Miller responded, stating amounts are already part of the record and presented further argument in support of proceeding with this hearing.

Counsel McElhinney presented further argument in opposition of this hearing proceeding.

Court stated amounts are part of the record.

Discussion ensued between the Court and respective counsel regarding where in the record the amounts have been argued, presented and stated.

Court provided a brief chronology of the case of pivotal events.

In response to counsel McElhinney's inquiry of whether the Court was going to provide a judgment amount, the Court further stated it is already in the record.

Counsel Miller presented argument in support of the evidentiary portion of Plaintiffs' Motion in Support of Punitive Damages Award.

10:53 a.m. Court recessed.

11:04 a.m. Court reconvened.

Counsel Miller presented further argument in support of the Plaintiffs' Motion.

Counsel Miller requested that evidence offered and admitted as well as testimony presented by Mr. Green regarding net worth be placed under seal.

Court stated concern regarding the people in the gallery hearing this sealed portion.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 2

APPEARANCE-HEARING

EVIDENTIARY HEARING FOR MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD

7/18/2022
P. Hoogs
(Reporter)

Upon no objection by respective counsel, Court excused the people in the gallery from the courtroom for this portion of the hearing.

Craig Green called by counsel Miller, sworn and testified.

Counsel McElhinney objected to Mr. Green testifying as an expert witness as untimely.

Counsel Miller responded and provided a letter to the Court.

COURT ENTERED ORDER that Mr. Green may testify during this proceeding but his testimony is limited to statements regarding net worth.

Counsel Miller resumed direct examination of Mr. Green.

EXHIBIT 1 offered under seal by counsel Miller; no objection by counsel McElhinney; ordered admitted into evidence under seal.

Mr. Green further direct examined; no cross examination by counsel McElhinney; and excused.

Discussion ensued regarding the letter provided to the Court.

Court directed the Clerk to mark the letter dated January 7, 2020, as **Exhibit 2** for identification and it was admitted into evidence.

Counsel McElhinney requested references in counsel Miller's PowerPoint presentation to net worth and/or equity share ownership be redacted or the PowerPoint be marked and placed under seal.

12:03 p.m. Court stood in recess.

1:15 p.m. Court reconvened.

Counsel Miller presented further argument in support of punitive damages.

Court took judicial notice of counsel McElhinney's objection to counsel Miller referring to pending motions in the matter. Court instructed counsel Miller to only make reference to issues that have been decided and Orders that have been entered.

Counsel Miller resumed presenting argument in support of punitive damages.

Counsel McElhinney presented argument in opposition.

2:20 p.m. Court stood in recess.

2:30 p.m. Court reconvened.

Court admonished the members of the gallery for inappropriate phone use and reiterated that phones were to be turned off during proceedings. Court further stated that the gentleman in the gallery could step outside the courtroom to stretch his legs.

Counsel Miller presented rebuttal argument in support of punitive damages.

Court addressed the exhibits, sealing and redacting.

COURT ENTERED ORDER that matter is taken under advisement.

COURT FURTHER ENTERED ORDER that Plaintiffs' PowerPoint presentation be marked under seal, and Plaintiffs' counsel shall also provide the Clerk with the redacted version.

At the request of counsel, **COURT FURTHER ENTERED ORDER** that the transcript of the proceedings shall be sealed, then respective counsel shall redact portions regarding net worth and equity share ownership and file a redacted transcript of the proceedings.

COURT FURTHER ENTERED ORDER that respective counsel shall each prepare a matrix of matters still pending before the Court, to include the date of submission and whether the matter is now moot. Respective counsel to exchange matrices and then submit via email to the Court Clerk by 5:00 p.m., Monday, August 1, 2022.

COURT FURTHER ENTERED ORDER that the reservation of Thursday, July 21, 2022, as a second or continuation day of today's proceedings is vacated.

2:46 p.m. Court adjourned.

EXHIBITS

TITLE: ALBERT THOMAS ET AL. VS. MEI-GSR HOLDINGS, LLC ET AL.

PLAINTIFF: ALBERT THOMAS **PATY:** JARRAD MILLER, ESQ./ JONATHAN TEW, ESQ.
ROBERT EISENBERG, ESQ./TODD ALEXANDER

DEFENDANT: MEI-GSR HOLDINGS **DATY:** DAVID MCELHONNEY, ESQ./ DANIEL POLSENBERG
ABRAN VIGL

Case No: **CV12-02222** Dept. No: **OJ37** Clerk: **K. CRAWFORD** Date: **7/18/2022**

Exhibit No.	Party	Description	Marked	Offered	Admitted
A	Plaintiff	<i>SEALED AND DEMONSTRATIVE</i> Plaintiffs' PowerPoint Presentation	7/18/2022	No Objection	7/18/2022 Demonstrative
A1	Plaintiff	<i>REDACTED DEMONSTRATIVE</i> Plaintiffs' PowerPoint Presentation	7/18/2022	No Objection	7/18/2022 Demonstrative
1	Plaintiff	<i>SEALED</i> MEI-GSR Holdings, LLC Net Worth and Financial Statements	7/18/2022	No Objection	7/18/2022
2	Plaintiffs	Lewis Roca Letter to Miller, dated January 7, 2020	7/18/2022	No Objection	7/18/2022
246	Plaintiff	Exhibit 246 (admitted in prior Prove-up Hearing on March 23, 2015 to March 25, 2015)	7/18/2022	No Objection	7/18/2022

CASE NO. CV12-02222

ALBERT THOMAS VS. MEI-GSR HOLDINGS ETAL

**JUDGE,
OFFICERS OF
COURT**

11/3/2022
HONORABLE
ELIZABETH
GONZALEZ

MINUTE ORDER

The Court has reviewed the status reports submitted by the parties. Based upon that review the Court will first address the following motions:

Defendants' March 23, 2022 *Ex Parte Application for Interim Stay of Order Granting Plaintiffs' Supplemental Motion for Fees* submitted for decision 4/15/22;
Defendants' January 14, 2022 *Motion for Leave to File Motion for Reconsideration of Order Granting Plaintiffs' Motion for Instructions to Receiver* submitted for decision March 15, 2022;
Defendants January 14, 2022 *Motion for Leave to file Motion for Reconsideration of Order Granting Plaintiffs' Motion to Stay Special Assessment and Request for Oral Argument* submitted for decision March 15, 2022;
Defendants' January 18, 2022 *Motion for Leave to File Motion for Reconsideration of Order Granting Receiver's Motion for Orders and Instructions and Request for Oral Argument* submitted for decision March 15, 2022;
Defendants' January 18, 2022 *Motion for Leave to File Motion for Reconsideration of Order Approving Receiver's Request to Approve Updated Fees and Request for Oral Argument* submitted for decision March 15, 2022;
Defendants' January 18, 2022 *Emergency Motion to Stay Enforcement of the Court's Seven Orders Entered January 4, 2022, Pending Hearing and Ruling on Defendants' Motions for Reconsideration and Appeal* submitted for decision February 28, 2022; and
Receiver's February 17, 2022 *Request for Submission Regarding "matters addressed in the Briefing submitted by the Receiver and the parties regarding the payment of the fees of the Receiver and his Counsel Ordered by the Court at the Status Conference on February 4, 2022 . . . be submitted for decision."* submitted for decision February 17, 2022.

COURT ENTERS ORDER that the parties shall advise the court within 5 judicial days, whether there is an objection to the Court reviewing the prior transcripts of the hearings, including the hearings which occurred in July 2022, as part of resolving the additional motions which remain pending. If no objection is received the Court will consider those transcripts in deciding the remaining motions.

CASE NO. CV12-02222

ALBERT THOMAS VS. MEI-GSR HOLDINGS ETAL

**JUDGE,
OFFICERS OF
COURT**

12/1/2022
HONORABLE
ELIZABETH
GONZALEZ

MINUTE ORDER

The Court has reviewed the "submit list" and after review of the record and the briefing related to "13. Submission Filed On:11/18/2021 Text: Ex Parte Motion for Order Shortening Time," and the opposition thereto, it appears that the motion is moot as the motion for which it sought shortened time, "Plaintiff's Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings" was submitted in the normal course. As such, **COURT ENTERS ORDER** that this application for an order shortening time was never granted and as a result of the briefing of the parties, is moot.

CASE NO. CV12-02222

ALBERT THOMAS VS. MEI-GSR HOLDINGS ETAL

**JUDGE,
OFFICERS OF
COURT**

12/1/2022
HONORABLE
ELIZABETH
GONZALEZ

MINUTE ORDER

The Court has reviewed the briefing related to *Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures*, submitted to the Court for decision on July 14, 2020 and *Defendants' Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures*, submitted to the Court for decision on November 3, 2021.

On January 4, 2022, Notice of Entry of the Court's Order Directing Receiver to Prepare a Report on Defendants' Request for Reimbursement of 2020 Capital Expenditures. That Order required the Receiver to make his recommendations for the Capital Contribution reimbursement to Defendants within 90 days.

As it does not appear from the Court's review of the record that the Receiver has taken action with respect to the Order, **COURT ENTERS ORDER** that the Receiver shall file a separate response to the Order Directing Receiver to Prepare a Report on Defendants' Request for Reimbursement of 2020 Capital Expenditures within 15 judicial days.

CASE NO. CV12-02222

ALBERT THOMAS VS. MEI-GSR HOLDINGS ETAL

**JUDGE,
OFFICERS OF
COURT**

1/3/2023
HONORABLE
ELIZABETH
GONZALEZ

MINUTE ORDER

The Court notes that on July 12, 2022, the Defendants submitted their proposed Findings of Fact and Conclusions of Law related to the July 18, 2022 hearing. Although a reference is made on page 9, lines 18-22 of the July 18, 2022 transcript to Plaintiffs' proposed Findings of Fact and Conclusions of Law, these do not appear to be contained in the record as an exhibit to the related request for submission from July 30, 2020. As such the Court requests Plaintiffs file the proposed Findings of Fact and Conclusions of Law previously transmitted to Senior Justice Saitta, so they may be considered in conjunction with Defendants' proposed Findings of Fact and Conclusions of Law. The proposed Findings of Fact and Conclusions of Law must be identified as such and filed with the appropriate coversheet.

CASE NO. CV12-02222 ALBERT THOMAS ET AL VS. MEL-GSR HOLDINGS ET AL

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

03/28/2023

CONFERENCE CALL

HONORABLE

4:29 p.m. – Court convened via telephonically (not reported).

ELIZABETH

Jarrad Miller, Esq., Robert Eisenberg, Esq., and Briana Collings, Esq. were present telephonically on behalf of the Plaintiffs.

GONZALEZ

DEPT. OJ41

Jordan Smith, Esq., Ann Hall, Esq., and David McElhinney, Esq., were present telephonically on behalf of the Defendants.

M. Cruz

(Clerk)

COURT gave her condolences to Mr. McElhinney and informed counsel that she will be vacating the April 3, 2023 through April 6, 2023 Contempt Trial and resetting it due to Mr. McElhinney's family emergency.

Not Reported

COURT gave counsel the week of June 5, 2023, or the week of June 12, 2023, as the new Contempt Trial dates.

Discussion ensued between the Court and counsel regarding a new date.

COURT ORDERED: The Contempt Trial set for April 3, 2023, through April 6, 2023, shall be vacated and reset to June 6, 2023, through June 9, 2023, at 9:00 a.m.

4:34 p.m. – Court adjourned.

Code 4132

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; JANE DUNLAP, individually; JOHN DUNLAP, individually; BARRY HAY, individually; MARIE-ANNE ALEXANDER, as Trustee of the MARIE-ANNIE ALEXANDER LIVING TRUST; MELISSA VAGUJHELYI and GEORGE VAGUJHELYI, as Trustees of the GEORGE VAGUJHELYI AND MELISSA VAGUJHELYI 2001 FAMILY TRUST AGREEMENT, U/T/A APRIL 13, 2001; D'ARCY NUNN, individually; HENRY NUNN, individually; MADELYN VAN DER BOKKE, individually; LEE VAN DER BOKKE, individually; DONALD SCHREIFELS, individually; ROBERT R. PEDERSON, individually and as Trustee of the PEDERSON 1990 TRUST; LOU ANN PEDERSON, individually and as Trustee of the PEDERSON 1990 TRUST; LORI ORDOVER, individually; WILLIAM A. HENDERSON, individually; CHRISTINE E. HENDERSON, individually; LOREN D. PARKER, individually; SUZANNE C. PARKER, individually; MICHAEL IZADY, individually; STEVEN TAKAKI, individually FARAD TORABKHAN, individually; SAHAR TAVAKOL, individually; M&Y HOLDINGS, LLC; JL&YL HOLDINGS, LLC; SANDI RAINES, individually; R. RAGHURAM, individually; USHA RAGHURAM, individually; LORI K. TOKUTOMI, individually; GARRET TOM, individually; ANITA TOM, individually; RAMON FADRILAN, individually; FAYE FADRILAN, individually; PETER K. LEE and MONICA L. LEE, as Trustees of the LEE FAMILY 2002

CASE NO. CV12-02222

DEPT. NO. OJ41

1 REVOCABLE TRUST; DOMINIC YIN,
2 individually; ELIAS SHAMIEH, individually;
3 JEFFREY QUINN individually; BARBARA
4 ROSE QUINN individually; KENNETH
5 RICHE, individually; MAXINE RICHE,
6 individually; NORMAN CHANDLER,
7 individually; BENTON WAN, individually;
8 TIMOTHY D. KAPLAN, individually;
9 SILKSCAPE INC.; PETER CHENG,
10 individually; ELISA CHENG, individually;
11 GREG A. CAMERON, individually; TMI
12 PROPERTY GROUP, LLC; RICHARD LUTZ,
13 individually; SANDRA LUTZ, individually;
14 MARY A. KOSSICK, individually; MELVIN
15 CHEAH, individually; DI SHEN, individually;
16 NADINE'S REAL ESTATE INVESTMENTS,
17 LLC; AJIT GUPTA, individually; SEEMA
18 GUPTA, individually; FREDRICK FISH,
19 individually; LISA FISH, individually;
20 ROBERT A. WILLIAMS, individually;
21 JACQUELIN PHAM, individually; MAY ANN
22 HOM, as Trustee of the MAY ANN HOM
23 TRUST; MICHAEL HURLEY, individually;
24 DOMINIC YIN, individually; DUANE
25 WINDHORST, individually; MARILYN
26 WINDHORST, individually; VINOD BHAN,
27 individually; ANNE BHAN, individually; GUY
28 P. BROWNE, individually; GARTH A.
WILLIAMS, individually; PAMELA Y.
ARATANI, individually; DARLENE
LINDGREN, individually; LAVERNE
ROBERTS, individually; DOUG MECHAM,
individually; CHRISINE MECHAM,
individually; KWANGSOO SON, individually;
SOO YEUN MOON, individually; JOHNSON
AKINDODUNSE, individually; IRENE
WEISS, as Trustee of the WEISS FAMILY
TRUST; PRAVESH CHOPRA, individually;
TERRY POPE, individually; NANCY POPE,
individually; JAMES TAYLOR, individually;
RYAN TAYLOR, individually; KI HAM,
individually; YOUNG JA CHOI, individually;
SANG DAE SOHN, individually; KUK
HYUNG (CONNIE), individually; SANG (MIKE) YOO,
individually; BRETT MENMUIR, as Trustee of the
CAYENNE

1 TRUST; WILLIAM MINER, JR., individually;
2 CHANH TRUONG, individually; ELIZABETH
3 ANDERS MECUA, individually; SHEPHERD
4 MOUNTAIN, LLC; ROBERT BRUNNER,
5 individually; AMY BRUNNER, individually;
6 JEFF RIOPELLE, individually; PATRICIA M.
7 MOLL, individually; DANIEL MOLL,
8 individually; and DOE PLAINTIFFS 1
9 THROUGH 10, inclusive,

10
11 Plaintiffs,

12 vs.

13 MEI-GSR HOLDINGS, LLC, a Nevada
14 Limited Liability Company, AM-GSR
15 HOLDINGS, LLC, a Nevada Limited Liability
16 Company, GRAND SIERRA RESORT UNIT
17 OWNERS' ASSOCIATION, a Nevada
18 Nonprofit Corporation, GAGE VILLAGE
19 COMMERCIAL DEVELOPMENT, LLC., a
20 Nevada Limited Liability Company, and DOES
21 I-X inclusive,

22 Defendants.

23
24
25 **CERTIFICATE OF CLERK AND TRANSMITTAL – NOTICE OF APPEAL**

26 I certify that I am an employee of the Second Judicial District Court of the State of
27 Nevada, County of Washoe; that on the 17th day of April, 2023, I electronically filed the
28 Notice of Appeal in the above entitled matter to the Nevada Supreme Court.

I further certify that the transmitted record is a true and correct copy of the original
pleadings on file with the Second Judicial District Court.

Dated this 17th day of April, 2023.

Alicia L. Lerud
Clerk of the Court
By /s/Y.Viloria
Y.Viloria
Deputy Clerk

Code 4132

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; JANE DUNLAP, individually; JOHN DUNLAP, individually; BARRY HAY, individually; MARIE-ANNE ALEXANDER, as Trustee of the MARIE-ANNIE ALEXANDER LIVING TRUST; MELISSA VAGUJHELYI and GEORGE VAGUJHELYI, as Trustees of the GEORGE VAGUJHELYI AND MELISSA VAGUJHELYI 2001 FAMILY TRUST AGREEMENT, U/T/A APRIL 13, 2001; D'ARCY NUNN, individually; HENRY NUNN, individually; MADELYN VAN DER BOKKE, individually; LEE VAN DER BOKKE, individually; DONALD SCHREIFELS, individually; ROBERT R. PEDERSON, individually and as Trustee of the PEDERSON 1990 TRUST; LOU ANN PEDERSON, individually and as Trustee of the PEDERSON 1990 TRUST; LORI ORDOVER, individually; WILLIAM A. HENDERSON, individually; CHRISTINE E. HENDERSON, individually; LOREN D. PARKER, individually; SUZANNE C. PARKER, individually; MICHAEL IZADY, individually; STEVEN TAKAKI, individually FARAD TORABKHAN, individually; SAHAR TAVAKOL, individually; M&Y HOLDINGS, LLC; JL&YL HOLDINGS, LLC; SANDI RAINES, individually; R. RAGHURAM, individually; USHA RAGHURAM, individually; LORI K. TOKUTOMI, individually; GARRET TOM, individually; ANITA TOM, individually; RAMON FADRILAN, individually; FAYE FADRILAN, individually; PETER K. LEE and MONICA L. LEE, as Trustees of the LEE FAMILY 2002

CASE NO. CV12-02222

DEPT. NO. OJ41

1 REVOCABLE TRUST; DOMINIC YIN,
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7 individually; BENTON WAN, individually;
8 TIMOTHY D. KAPLAN, individually;
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10 individually; ELISA CHENG, individually;
11 GREG A. CAMERON, individually; TMI
12 PROPERTY GROUP, LLC; RICHARD LUTZ,
13 individually; SANDRA LUTZ, individually;
14 MARY A. KOSSICK, individually; MELVIN
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18 GUPTA, individually; FREDRICK FISH,
19 individually; LISA FISH, individually;
20 ROBERT A. WILLIAMS, individually;
21 JACQUELIN PHAM, individually; MAY ANN
22 HOM, as Trustee of the MAY ANN HOM
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27 individually; ANNE BHAN, individually; GUY
28 P. BROWNE, individually; GARTH A.
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TERRY POPE, individually; NANCY POPE,
individually; JAMES TAYLOR, individually;
RYAN TAYLOR, individually; KI HAM,
individually; YOUNG JA CHOI, individually;
SANG DAE SOHN, individually; KUK
HYUNG (CONNIE), individually; SANG (MIKE) YOO,
individually; BRETT MENMUIR, as Trustee of the
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2 CHANH TRUONG, individually; ELIZABETH
3 ANDERS MECUA, individually; SHEPHERD
4 MOUNTAIN, LLC; ROBERT BRUNNER,
5 individually; AMY BRUNNER, individually;
6 JEFF RIOPELLE, individually; PATRICIA M.
7 MOLL, individually; DANIEL MOLL,
8 individually; and DOE PLAINTIFFS 1
9 THROUGH 10, inclusive,

10
11 **Plaintiffs,**

12 **vs.**

13 MEI-GSR HOLDINGS, LLC, a Nevada
14 Limited Liability Company, AM-GSR
15 HOLDINGS, LLC, a Nevada Limited Liability
16 Company, GRAND SIERRA RESORT UNIT
17 OWNERS' ASSOCIATION, a Nevada
18 Nonprofit Corporation, GAGE VILLAGE
19 COMMERCIAL DEVELOPMENT, LLC., a
20 Nevada Limited Liability Company, and DOES
21 I-X inclusive,

22 **Defendants.**

23
24
25
26
27
28
NOTICE OF APPEAL DEFICIENCY

TO: Clerk of the Court, Nevada Supreme Court,
and All Parties or their Respective Counsel Of Record:

On April 13th, 2023, Attorney Jordan Smith, Esq., for Defendants, MEI-GSR Holdings LLC, AM-GSR Holdings, LLC and Gage Village Commercial Development LLC, filed a Notice of Appeal with the Court. Attorney Smith did not include the Two Hundred Fifty Dollar (\$250.00) Supreme Court filing fee.

Pursuant to NRAP 3(a)(3), on April 17th, 2023, the Notice of Appeal was filed with the Nevada Supreme Court. By copy of this notice Attorney Smith, was apprised of the deficiency by electronic email.

Dated this 17th day of April, 2023.

By: /s/Y.Viloria
Y.Viloria
Deputy Clerk

1 CASE NO.: CV12-02222

2
3 CERTIFICATE OF SERVICE

4 I certify that I am an employee of the Second Judicial District Court of the State of
5 Nevada, County Of Washoe; that on the 17th day of April, 2023, I electronically filed the
6 Notice of Appeal Deficiency with the Clerk of the Court by using the ECF system.

7 I further certify that I transmitted a true and correct copy of the foregoing document
8 by the method(s) noted below:

9 Electronically filed with the Clerk of the Court by using the ECF system which will send
10 a notice of electronic filing to the following:

11 JORDAN SMITH, ESQ. for AM-GSR HOLDINGS, LLC

12 ABRAN VIGIL, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA
13 RESORT AND CASINO, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, AM-
14 GSR HOLDINGS, LLC

15 DAVID MCELHINNEY, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA
16 RESORT AND CASINO, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC,
17 GRAND SIERRA RESORT UNIT-OWNER'S ASSOCIATION, AM-GSR HOLDINGS,
18 LLC

19 BRIANA COLLINGS, ESQ. for BARRY HAY, CHRISTINE E. HENDERSON, LORI
20 ORDOVER, GREG A. CAMERON, M&Y HOLDINGS, LLC, ROBERT R. PEDERSON,
21 SAHAR TAVAKOL, LEE VAN DER BOKKE, MICHAEL IZADY, NADINE'S REAL
22 ESTATE INVESTMENTS, LLC, R. RAGHURAM, G. VAGUJHELYI AND M.
23 VAGUJHELYI 2001 FAM TRUST AGR,U/D/A, JOHN DUNLAP, PEDERSON 1990
24 TRUST, DOMINIC YIN, JEFFERY JAMES QUINN, FAYE FADRILAN, USHA
25 RAGHURAM, HENRY NUNN, NORMAN CHANDLER, ANITA TOM, LORI K.
26 TOKUTOMI, BARBARA ROSE QUINN, KENNETH RICH, PETER CHENG, STEVEN
27 TAKAKI, MELVIN CHEAH, MARY A. KOSSICK, DONALD SCHREIFELS, LOREN D.
28 PARKER, BENTON WAN, GARETT TOM, SANDRA LUTZ, RICHARD LUTZ, ELIAS
SHAMIEH, SUZANNE C. PARKER, LEE FAMILY 2002 REVOCABLE TRUST, RAMON
FADRILAN, SANDI RAINES, MAXINE RICH, ALBERT THOMAS, FARAD
TORABKHAN, WILLIAM A. HENDERSON, D'ARCY NUNN, JL&YL HOLDINGS, LLC,
SILKSCAPE INCORPORATED, DI SHEN, TMI PROPERTY GROUP, LLC, TIMOTHY
D. KAPLAN, MADELYN VAN DER BOKKE, LOU ANN PEDERSON, ELISA CHENG,
MARIE-ANNIE ALEXANDER LIVING TRUST, JANE DUNLAP

ANN HALL, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA RESORT
AND CASINO, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, AM-GSR
HOLDINGS, LLC

F. SHARP, ESQ. for RICHARD M TEICHNER

1 ROBERT EISENBERG, ESQ. for BARRY HAY, CHRISTINE E. HENDERSON,
2 LORI ORDOVER, M&Y HOLDINGS, LLC, SAHAR TAVAKOL, MICHAEL IZADY,
3 NADINE'S REAL ESTATE INVESTMENTS, LLC, JOHNSON AKINDODUNSE,
4 ROBERT A. WILLIAMS, DOMINIC YIN, SANG DEE SOHN, JAMES TAYLOR,
5 SHEPHERD MOUNTAIN, LLC, PETER CHENG, STEVEN TAKAKI, MELVIN CHEAH,
6 MARY A. KOSSICK, DONALD SCHREIFELS, KWANGSOO SON, CHRISINE
7 MECHAM, DOUG MECHAM, GARETT TOM, PRAVESH CHOPRA, CAYENNE
8 TRUST, SANG (MIKE) YOO, VINOD BHAN, MAY ANN HOM TRUST, FARAD
9 TORABKHAN, AMY BRUNNER, CHANH TRUONG, TIMOTHY D. KAPLAN,
10 MADELYN VAN DER BOKKE, LOU ANN PEDERSON, ELISA CHENG, MARIE-ANNIE
11 ALEXANDER LIVING TRUST, JANE DUNLAP, GREG A. CAMERON, ROBERT R.
12 PEDERSON, LEE VAN DER BOKKE, R. RAGHURAM, G. VAGUJHELYI AND M.
13 VAGUJHELYI 2001 FAM TRUST AGR,U/D/A, JOHN DUNLAP, PEDERSON 1990
14 TRUST, JEFFERY JAMES QUINN, FAYE FADRILAN, USHA RAGHURAM, HENRY
15 NUNN, YOUNG JA CHOI, TERRY POPE, LAVERNE ROBERTS, JACQUELIN PHAM,
16 DANIEL MOLL, WEISS FAMILY TRUST, ROBERT BRUNNER, NORMAN
17 CHANDLER, ANITA TOM, LORI K. TOKUTOMI, LISA FISH, BARBARA ROSE QUINN,
18 KENNETH RICH, HYUNG (CONNIE) KUK, LOREN D. PARKER, DUANE
19 WINDHORST, BENTON WAN, FREDRICK FISH, DARLENE LINDGREN, PAMELA Y.
20 ARATANI, SANDRA LUTZ, GUY P. BROWNE, RICHARD LUTZ, ANNE BHAN, ELIAS
21 SHAMIEH, AJIT GUPTA, SUZANNE C. PARKER, LEE FAMILY 2002 REVOCABLE
22 TRUST, GARTH A. WILLIAMS, NANCY POPE, RAMON FADRILAN, WILLIAM
23 BREHM MINER, ELIZABETH ANDERS MECUA, MARILYN WINDHORST, RYAN
24 TAYLOR, SANDI RAINES, MAXINE RICH, KI HAM, ALBERT THOMAS, SOO YEUN
25 MOON, WILLIAM A. HENDERSON, MICHAEL HURLEY, D'ARCY NUNN, JL&YL
26 HOLDINGS, LLC, SEEMA GUPTA, SILKSCAPE INCORPORATED, DI SHEN,
27 PATRICIA M. MOLL, TMI PROPERTY GROUP, LLC, JEFF RIOPELLE

18 STEFANIE SHARP, ESQ. for RICHARD M TEICHNER

19 JARRAD MILLER, ESQ. for BARRY HAY, CHRISTINE E. HENDERSON, LORI
20 ORDOVER, M&Y HOLDINGS, LLC, SAHAR TAVAKOL, MICHAEL IZADY, NADINE'S
21 REAL ESTATE INVESTMENTS, LLC, JOHNSON AKINDODUNSE, ROBERT A.
22 WILLIAMS, DOMINIC YIN, SANG DEE SOHN, JAMES TAYLOR, SHEPHERD
23 MOUNTAIN, LLC, PETER CHENG, STEVEN TAKAKI, MELVIN CHEAH, MARY A.
24 KOSSICK, DONALD SCHREIFELS, KWANGSOO SON, CHRISINE MECHAM, DOUG
25 MECHAM, GARETT TOM, PRAVESH CHOPRA, CAYENNE TRUST, SANG (MIKE)
26 YOO, VINOD BHAN, MAY ANN HOM TRUST, FARAD TORABKHAN, AMY
27 BRUNNER, CHANH TRUONG, TIMOTHY D. KAPLAN, MADELYN VAN DER BOKKE,
28 LOU ANN PEDERSON, ELISA CHENG, MARIE-ANNIE ALEXANDER LIVING TRUST,
JANE DUNLAP, GREG A. CAMERON, ROBERT R. PEDERSON, LEE VAN DER
BOKKE, R. RAGHURAM, G. VAGUJHELYI AND M. VAGUJHELYI 2001 FAM TRUST
AGR,U/D/A, JOHN DUNLAP, PEDERSON 1990 TRUST, JEFFERY JAMES QUINN,
FAYE FADRILAN, USHA RAGHURAM, HENRY NUNN, YOUNG JA CHOI, TERRY
POPE, LAVERNE ROBERTS, JACQUELIN PHAM, DANIEL MOLL, WEISS FAMILY
TRUST, ROBERT BRUNNER, NORMAN CHANDLER, ANITA TOM, LORI K.
TOKUTOMI, LISA FISH, BARBARA ROSE QUINN, KENNETH RICH, HYUNG
(CONNIE) KUK, LOREN D. PARKER, DUANE WINDHORST, BENTON WAN,

1 FREDRICK FISH, DARLENE LINDGREN, PAMELA Y. ARATANI, SANDRA LUTZ,
2 GUY P. BROWNE, RICHARD LUTZ, ANNE BHAN, ELIAS SHAMIEH, AJIT GUPTA,
3 SUZANNE C. PARKER, LEE FAMILY 2002 REVOCABLE TRUST, GARTH A.
4 WILLIAMS, NANCY POPE, RAMON FADRILAN, WILLIAM BREHM MINER,
5 ELIZABETH ANDERS MECUA, MARILYN WINDHORST, RYAN TAYLOR, SANDI
6 RAINES, MAXINE RICH, KI HAM, ALBERT THOMAS, SOO YEUN MOON, WILLIAM
A. HENDERSON, MICHAEL HURLEY, D'ARCY NUNN, JL&YL HOLDINGS, LLC,
SEEMA GUPTA, SILKSCAPE INCORPORATED, DI SHEN, PATRICIA M. MOLL, TMI
PROPERTY GROUP, LLC, JEFF RIOPELLE

7 G. ROBERTSON, ESQ. for BARRY HAY, CHRISTINE E. HENDERSON, LORI
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24 TODD ALEXANDER, ESQ. for BARRY HAY, CHRISTINE E. HENDERSON, LORI
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By:/s/Y.Viloria

Y.Viloria

Deputy Clerk