APPENDIX OF EXHIBITS

EMERGENCY MOTION UNDER NRAP 27(e) TO STAY ORDERS AND ENFORCE NRCP 62(d)'S AUTOMATIC SUPERSEDEAS BOND STAY

EXHIBIT	DESCRIPTION	BATES NO.
A	Order Granting Plaintiffs' Motion for Case-Terminating Sanctions dated October 3, 2014	001-014
B	Order of Suspension dated June 13, 2017	015-020
C	Order Appointing Receiver and Directing Defendants' Compliance	021-029
D	Notice of Entry of Findings of Fact, Conclusions of Law, and Judgment dated October 9, 2015	030-058
E	Order dated January 17, 2023	059-065
F	Order dated January 26, 2023	066-071
G	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 dated February 16, 2023	072-083
H	Order dated March 27, 2023	084-087
I	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 and *Ex Parte* Application for an Order Shortening Time dated March 28, 2023	088-104

APPENDIX OF EXHIBITS

EMERGENCY MOTION UNDER NRAP 27(e) TO STAY ORDERS AND ENFORCE NRCP 62(d)'S AUTOMATIC SUPERSEDEAS BOND STAY

EXHIBIT	DESCRIPTION	BATES NO.
J	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 dated April 4, 2023	105-168
K	Supersedeas Bond on Appeal dated April 4, 2023	169-175
L	Order dated April 10, 2023	176-180
M	Defendants' Motion for Clarification or Reconsideration of Court's Order Denying Motion for Sta 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 dated April 11, 2023	181-209
N	Defendants' Reply in Support of 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 dated April 20, 2023	210-231
O	Order dated April 21, 2023	232-235
P	Notice of Interpleader of Funds dated April 12, 2023	236-265

EXHIBIT A

IN THE 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

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.

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

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

The Opposition contends that the Defendants have engaged in no conduct warranting the imposition of case concluding sanctions. The Opposition argues the allegations made by the Plaintiffs pre-date the October 2013 hearing. The Opposition argues that no evidence has been lost or fabricated, and that the Defendants have not willfully obstructed the discovery process. The Defendants submit that they have cooperated with the Plaintiffs' effort to locate 224,000 e-mails that contain a word that might relate to the case even though the Defendants believe the vast majority of those e-mails to be irrelevant. The Opposition further argues that the Defendants have cooperated with the Plaintiffs' desire to run a "VB Script" on the Defendants' computer system that may have violated third-party copyrights but which ultimately located no additional e-mails. The Opposition argues that the e-mail production has been expedited but has taken time due to the volume of e-mails. The Opposition contends that the e-mail privilege log that the Defendants submitted

complied with case law of the Ninth Circuit and that they were not required to comply with the Discovery Commissioner's recommendation until the Court adopted the order. [2]

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

Discovery sanctions are properly analyzed under Young v Johnny Ribeiro Bldg., Inc., 106 Nev. 88, 787 P.2d 777 (1990). Young requires "every order of dismissal with prejudice as a discovery sanction be supported by an express, careful and preferably written explanation of the court's analysis of the pertinent factors." Young, 106 Nev. at 93, 787 P.2d at 780. The Young factors are as follows: (1) the degree of willfulness of the offending party; (2) the extent to which the non-offending party would be prejudiced by a lesser sanction; (3) the severity of the sanction of dismissal relative to the severity of the discovery abuse; (4) whether any evidence has been irreparably lost; (5) the feasibility and fairness of less severe sanctions; (6) the policy favoring adjudication on the merits; (7) whether sanctions unfairly operate to penalize a party for the misconduct of his or her attorney; and (8) the need to deter parties and future litigants from similar

---

[2] The Court adopted the Discovery Commissioner's recommendation regarding the privilege log on 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.

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

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

The Defendants have, to date, violated NRCP 33 and NRCP 34 (twice). The Defendants have violated three rulings of the Discovery Commissioner and three confirming orders. The Court is aware of four violations of its own orders. The information that has been provided to the Plaintiffs during discovery has been incomplete, disclosed only with a Court order, and often turned over very late with no legitimate explanation for the delays. The Plaintiffs have written dozens of letters and e-mails to the Defendants' counsel in an effort to facilitate discovery. The Plaintiffs have filed five

motions to compel and five motions for sanctions. The Court held multiple hearings on discovery matters including two extensive, multi-day hearings on case concluding sanctions. The Court is highly concerned about the Defendants' conduct during discovery and the resulting prejudice to the Plaintiffs. Based on the progress of discovery, the Defendants' ongoing discovery conduct, and the Plaintiffs' Motion the Court has chosen to revisit the Young factors and reassess the decision made at the October 2013 hearing.

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

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

The Defendants designated Caroline Rich, the Defendants' previous Controller, to gather the discovery information with assistance from their internet technology department ("IT"). The Court initially believed that Ms. Rich did her best to produce the discovery information (including e-mails) she felt was relevant. Ms. Rich did not have direct access to the IT system of the Defendants. Nor

did she have access to the e-mails of all staff members. For instance, she did not have access to the e-mails of those employees who outranked her. The Plaintiffs have subsequently discovered e-mails where Ms. Rich is a participant in e-mail correspondence that was directly relevant to the search. It would be excusable if Ms. Rich overlooked e-mail sent by other employees or did not have access to her superiors' e-mail accounts. However, it now appears that she did not disclose e-mails in which she was a participant in the correspondence. This calls into question her credibility.

The Court is further troubled by the representations of the Defendants' counsel, Sean Brohawn, that the volume of subsequent e-mails was going to be inconsequential and it would take minimal time for the Defendants to produce. The Court would have found the information that there were potentially hundreds of thousands of additional e-mails to be critical in reaching its October 2013, decision. The discrepancy between the 200-300 e-mails produced in the original discovery and the 224,226 subsequently identified is enormous. The Court cannot attribute this discrepancy to a good faith error. The discrepancy appears at best to be a failure of the Defendants to adequately search their e-mail system in response to the initial discovery requests. At worst, it is a deliberate failure to comply with the discovery rules.

The Defendants had an obligation to engage in an adequate search of the information requested in discovery, and to designate the appropriate party to testify regarding the discovery production. *See generally*, NRCP 16.1(b); NRCP 26(b); NRCP 26 (e). Defendants' counsel had the responsibility to oversee and supervise the collection of the discovery. *See*, NRCP 16.1(e)(3). Both the Defendants and the Defendants' counsel failed to meet their discovery obligations. That failure led to the Court being provided seriously inaccurate information at the October 2013 hearing.

//

//

The Defendants have consistently violated Nevada Rules of Civil Procedure, orders compelling discovery, and the Court's directives. The Defendants have not proffered any legitimate or lawful explanation for their conduct. The Defendants have not objected to or requested clarification of discovery requests. Many times they have simply not responded. Other responses have been incomplete. Often, information was only produced after the Plaintiffs filed motions to compel. At various hearings and conferences the Defendants produced previously undisclosed discovery information that suddenly appeared. The Court reverses its earlier decision and finds that the Defendants discovery failures are in fact willful.

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

The Plaintiffs were not provided with 200,000 e-mails at the outset of discovery in accordance with their June 17, 2013, Request for Production. The Plaintiffs conducted their depositions prior to receiving the additional e-mail and financial information. The value of a deposition is significantly diminished if the deposing party does not have all the relevant information they need prior to the deposition. Given the new information, the Plaintiffs may need to re-depose

those individuals. The Plaintiffs discovered additional employees of the Defendants who would potentially have information and require deposition. The Plaintiffs estimated that after review of the e-mails, which was still ongoing at the time of the August hearings, that they would need another six to nine months to prepare the case for trial. That would result in trial almost a year and a half after the original trial date. As additional information has to come light, it has become apparent that the Defendants' discovery conduct has severely prejudiced the Plaintiffs' case.

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

In looking at the fourth factor in October 2013, the Court noted that there was no evidence presented at the hearing or raised by the moving papers that evidence had been irreparably lost. The Plaintiffs argue that information has been lost or destroyed. The fact that evidence had not been produced is not the same as the destruction or loss of evidence. There remains no evidence to

indicate that evidence has been lost or destroyed by the Defendants. This factor remains consistent in the reevaluation of the October 2013, decision.

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

The Court considered two major policy factors together. Nevada has a strong policy, and the Court firmly believes, that cases should be adjudicated on their merits. *See*, Scrimer v. Dist. Court, 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also*, Kahn v. Orme, 108 Nev. 510, 516, 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery process established by Nevada law. When a party repeatedly and continuously engaged in discovery misconduct the policy of adjudicating cases on the merits is not furthered by a lesser sanction. Foster, 126 Nev. Op. 6, 227 P.3d at 1048. In revaluating the matter, the Court again considered the major policy that cases be adjudicated on their merits. The Court must balance that policy with the need to deter litigants from abusing the discovery process. The information provided at the October 2013 hearing was disingenuous. The Defendants' discovery abuse persisted after the October 2013 hearing despite the severity of the sanctions imposed. The Court is now convinced that the Defendants' actions warrant the imposition of case concluding sanctions. In light of Defendants' repeated and continued abuses, the policy of adjudicating cases on the merits is not furthered in this case. The ultimate sanctions are necessary to demonstrate to future litigants that they are not free to disregard and disrespect the Court's orders.

Lastly, the Court considered whether striking the Answer would unfairly operate to penalize the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were failures to produce and abuses of discovery on behalf of the Defendants. The Court remains concerned that the attorneys for the Defendants did not adequately supervise discovery and misrepresented the number of e-mails at issue for disclosure. There remains no evidence to show that Defendants' counsel directed their client to hide or destroy evidence. Any misconduct on the part of the attorney does not unfairly operate to punish the Defendants.

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

Despite the October 2013 hearing sanctions, the Defendants have continued their noncompliant discovery conduct. The stern sanctions which the Court imposed on the Defendants in October 2013, did not have the desired effect of bringing the Defendants' conduct in line with the discovery rules. After the October 2013 hearing, the Court identified that the major outstanding discovery issue between the parties was the Plaintiffs' access to Defendants' e-mail system. The parties were ordered to work together to develop terms to be used in the e-mail search. The Defendants were ordered to review the 224, 226 e-mails identified by November 25, 2013. The Defendants were ordered to deliver a privilege log for those e-mails the Defendants believed should

not be provided to the Plaintiffs. Further, the Defendants were ordered to provide a copy of withheld e-mails to the court with the privilege log for an in-camera review, and e-mail a copy of the privilege log to the Plaintiffs. The Plaintiffs were to be provided access to all the e-mails not designated in the privilege log beginning November 26, 2013. The Defendants failed to produce those e-mails by the Courts' deadline and the Plaintiffs moved for sanctions. The parties were ordered to submit the Defendants' November 25, 2013, privilege log to Discovery Commissioner, Wesley Ayres, with corresponding briefing. Commissioner Ayres determined that the privilege log was legally insufficient. The result was the Defendants waived any right to withhold e-mails identified in their privilege log and the Plaintiffs were entitled to all 78,473 e-mails containing the search term "condo" or "condominium". The Court adopted the recommendation of the Discovery Commissioner finding that the Defendants' objection to the recommendation based on shortage of time to review the privilege log was a result of the Defendants' inaction and lack of participation in the discovery process. The Defendants still did not release the e-mails and the Plaintiffs filed a motion to compel.

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

hearing to be disingenuous, or if discovery abuses continued it would grant case terminating sanctions.

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

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

DATED this 3 day of October, 2014.

ELLIOTT A. SATTLER
District Judge

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

EXHIBIT B

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF DISCIPLINE OF SEAN L. BROHAWN, BAR NO. 7618.

No. 72510

FILED

JUN 13 2017

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
CHIEF DEPUTY CLERK

ORDER OF SUSPENSION

This is an automatic review of a recommendation of a Northern Nevada Disciplinary Board hearing panel that this court approve, pursuant to SCR 113, a conditional guilty plea agreement in exchange for a stated form of discipline for attorney Sean L. Brohawn.

This disciplinary matter arose when Judith and John Lindberg hired Brohawn to pursue a civil action, the Lindbergs paid Brohawn a retainer and made a $7,000 loan against which Brohawn would bill for work he performed, but the funds were not deposited into a client trust account and the loan agreement was not memorialized in writing nor were the Lindbergs advised to obtain independent counsel. Thereafter, Brohawn did not perform certain work required by the case. In the meantime, Brohawn had been suspended for non-compliance with his CLE requirements but did not advise the Lindbergs of the suspension. Once the Lindbergs terminated Brohawn's services, he did not return $4,935 in unearned funds. Further, Brohawn did not respond to the Lindbergs' grievance or the State Bar's disciplinary complaint until after a notice of intent to default had been served.

Under the conditional guilty plea agreement, Brohawn admitted to violating RPC 1.3 (diligence), RPC 1.8(a) (conflict of interest: current clients: specific rules), RPC 1.15 (safekeeping of property), RPC

5.5 (unauthorized practice of law), RPC 8.1(b) (bar admissions and disciplinary matters), and RPC 8.4(d) (misconduct prejudicial to the administration of justice). The agreement provides for a six-month-and-one-day suspension, with the last two months and one day stayed on the following conditions: Brohawn meet regularly with a designated mental health provider and an approved mentor and provide monthly reports to the State Bar, repay the Lindbergs $4,935, pay the costs of the disciplinary proceedings, and not engage in any further conduct that results in discipline. Additionally, Brohawn's mental health provider and mentor must each provide a report to the State Bar on the ninetieth day of the actual suspension term opining as to his fitness to return to the practice of law, and a failure to report or an adverse finding will be deemed a violation of probation. If Brohawn fails to comply with any of these probationary terms, the remainder of the suspension will be imposed.

By virtue of the guilty plea agreement, Brohawn has admitted to the facts and violations alleged in the complaint. In determining the appropriate disciplinary sanction, we weigh four factors: "the duty violated, the lawyer's mental state, the potential or actual injury caused by the lawyer's misconduct, and the existence of aggravating or mitigating factors." *In re Discipline of Lerner*, 124 Nev. 1232, 1246, 197 P.3d 1067, 1077 (2008). Considering those factors, we conclude that the guilty plea agreement should be approved. *See* SCR 113(1). Brohawn's acts implicate his duties owed to his clients and to the legal profession. *See* ABA Standards for Imposing Lawyer Sanctions, *Compendium of Professional Responsibility Rules and Standards*, Standards 4.1, 4.3, 4.4, 7.0 (Am. Bar Ass'n 2015). The record demonstrates that he knowingly committed the violations and that the Lindbergs were injured by a delay

in the resolution of their case and the failure to protect their retainer funds. The record supports two aggravating circumstances (substantial experience in the practice of law and engaging in conduct involving a selfish motive) and three mitigating factors (no prior disciplinary history, personal problems, and remorse). *See* SCR 102.5. The length of the suspension along with the probationary terms are tailored to address the circumstances that led to the violations and are sufficient to serve the purpose of attorney discipline in this case. *See State Bar of Nev. v. Claiborne*, 104 Nev. 115, 129, 756 P.2d 464, 473 (1988) (observing that the purpose of attorney discipline is not to punish an attorney but to protect the public and the integrity of the bar).

Accordingly, we suspend Brohawn from the practice of law for six months and one day commencing from the date of this order. The last two months and one day of that term shall be stayed pending Brohawn's compliance with the following terms: (1) Brohawn must meet with a designated mental health provider to address the underlying issues that contributed to his violations and submit to the State Bar monthly reports co-signed or affirmed by the provider; (2) Brohawn must meet bi-weekly with an approved mentor under SCR 105.5 to discuss caseload management, calendaring, and billing, and to review his IOLTA trust account statements and submit to the State Bar monthly reports co-signed or affirmed by the mentor; (3) Brohawn must repay the Lindbergs $4,935 and provide proof of payment to bar counsel within 120 days from the date of this order; (4) Brohawn must pay $2,500 as costs of the disciplinary proceeding plus the court reporter or transcript fees within 120 days from the date of this order; (5) Brohawn must not engage in any conduct that results in discipline by a screening panel or the filing of a complaint by the State Bar; and (6) Brohawn's mental health provider and mentor must

each provide a report to the State Bar on the ninetieth day of the actual suspension term opining as to his fitness to return to the practice of law, and a failure to report or an adverse finding will be deemed a violation of probation. If Brohawn fails to comply with any of these probationary terms during the stayed portion of the suspension, then the remainder of the suspension will be imposed and Brohawn will have to apply for reinstatement under SCR 116. The parties shall comply with SCR 115 and SCR 121.1.

It is so ORDERED.

Cherry, C.J.

Douglas, J.

Gibbons, J.

Pickering, J.

Hardesty, J.

Parraguirre, J.

Stiglich, J.

cc: Chair, Northern Nevada Disciplinary Board
Brohawn Law Firm LLC
C. Stanley Hunterton, Bar Counsel, State Bar of Nevada
Kimberly K. Farmer, Executive Director, State Bar of Nevada
Perry Thompson, Admissions Office, U.S. Supreme Court

EXHIBIT C

CODE: 3245
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, 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.

Case No. CV12-02222
Dept. No. 10

ORDER APPOINTING RECEIVER AND DIRECTING DEFENDANTS' COMPLIANCE

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

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

The Receiver is appointed for the purpose of implementing compliance, among all 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

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

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

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

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

vi. all insurance policies relating to the Property.

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

viii. documents reasonably requested by Receiver.

b. To use or collect:

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

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

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

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

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

2. Employment

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

3. Insurance

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

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

4. ***Treatment of Contracts***

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

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

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

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

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

5. ***Collection***

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

6. ***Litigation***

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

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

7. ***Reporting***

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

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

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

a. 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 and the costs and expenses of operation and maintenance of the Property, including all of the Receiver's and related fees, taxes, governmental assessments and charges and the nature thereof lawfully imposed upon the Property.

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

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

d. To open and utilize bank accounts for receivership funds.

e. To present for payment any checks, money orders or other forms of payment which constitute the rents and revenues of the Property, endorse same and collect the proceeds thereof.

9. ***Administrative Fees and Costs***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this 6 day of Jan, ~~2014.~~ 2015

DISTRICT COURT JUDGE

Submitted by:

/s/ Jarrad C. Miller
Jarrad C. Miller, Esq.
Attorney for Plaintiffs

EXHIBIT D

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 9, 2015, the above Court issued its Findings of Fact, Conclusions of Law and 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 9th day of October, 2015.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON

By: */s/ Jonathan J. Tew*
Jarrad C. Miller, Esq.
Jonathan J. Tew, Esq.
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson, Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of 18, and not a party within this action. I further certify that on the 9th day of October, 2015, I electronically filed the foregoing **NOTICE OF ENTRY** with the Clerk of the Court by using the ECF system which served the following parties electronically:

H. Stan Johnson, Esq.
Steven B. Cohen, Esq.
Cohen-Johnson, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, NV 89119
Facsimile: (702) 823-3400
Email: sjohnson@cohenjohnson.com
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

/s/ Teresa W. Stovak
An Employee of Robertson, Johnson, Miller & Williamson

INDEX OF EXHIBITS

Ex.	Description	Pgs.
1.	Findings of Fact, Conclusions of Law and Judgment	24

EXHIBIT "1"

EXHIBIT "1"

EXHIBIT "1"

FILED
Electronically
2015-10-09 12:29:00 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 5180957

IN THE 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

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

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

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

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

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

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

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

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

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

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

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

I. FINDINGS OF FACT

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

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

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

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

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

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

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

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

9. Plaintiff Henry Nunn is a competent adult and is a resident of the State of California.

10. Plaintiff Lee Van Der Bokke is a competent adult and is a resident of the State of California.

11. Plaintiff Madelyn Van Der Bokke is a competent adult and is a resident of the State of California.

12. Plaintiff Donald Schreifels is a competent adult and is a resident of the State of Minnesota.

13. Plaintiff Robert R. Pederson, individually and as Trustee of the Pederson 1990 Trust, is a competent adult and is a resident of the State of California.

14. Plaintiff Lou Ann Pederson, individually and as Trustee of the Pederson 1990 Trust, is a competent adult and is a resident of the State of California.

15. Plaintiff Lori Ordover is a competent adult and is a resident of the State of Connecticut.

16. Plaintiff William A. Henderson is a competent adult and is a resident of the State of California.

17. Plaintiff Christine E. Henderson is a competent adult and is a resident of the State of California.

18. Plaintiff Loren D. Parker is a competent adult and is a resident of the State of Washington.

19. Plaintiff Suzanne C. Parker is a competent adult and is a resident of the State of Washington.

20. Plaintiff Michael Izady is a competent adult and is a resident of the State of New York.

21. Plaintiff Steven Takaki is a competent adult and is a resident of the State of California.

22. Plaintiff Farad Torabkhan is a competent adult and is a resident of the State of New York.

23. Plaintiff Sahar Tavakol is a competent adult and is a resident of the State of New York.

24. Plaintiff M&Y Holdings is a Nevada Limited Liability Company with its principal place of business in Nevada.

25. Plaintiff JL&YL Holdings, LLC is a Nevada Limited Liability Company with its principal place of business in Nevada.

26. Plaintiff Sandi Raines is a competent adult and is a resident of the State of Minnesota.

27. Plaintiff R. Raghuram is a competent adult and is a resident of the State of California.

28. Plaintiff Usha Raghuram is a competent adult and is a resident of the State of California.

29. Plaintiff Lori K. Tokutomi is a competent adult and is a resident of the State of California.

30. Plaintiff Garett Tom is a competent adult and is a resident of the State of California.

31. Plaintiff Anita Tom is a competent adult and is a resident of the State of California.

32. Plaintiff Ramon Fadrilan is a competent adult and is a resident of the State of California.

33. Plaintiff Faye Fadrilan is a competent adult and is a resident of the State of California.

34. Plaintiff Peter K. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a competent adult and is a resident of the State of California.

35. Plaintiff Monica L. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a competent adult and is a resident of the State of California.

36. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.

37. Plaintiff Elias Shamieh is a competent adult and is a resident of the State of California.

38. Plaintiff Nadine's Real Estate Investments, LLC, is a North Dakota Limited Liability Company.

39. Plaintiff Jeffery James Quinn is a competent adult and is a resident of the State of Hawaii.

40. Plaintiff Barbara Rose Quinn is a competent adult and is a resident of the State of Hawaii.

41. Plaintiff Kenneth Riche is a competent adult and is a resident of the State of Wisconsin.

42. Plaintiff Maxine Riche is a competent adult and is a resident of the State of Wisconsin.

43. Plaintiff Norman Chandler is a competent adult and is a resident of the State of Alabama.

44. Plaintiff Benton Wan is a competent adult and is a resident of the State of California.

45. Plaintiff Timothy Kaplan is a competent adult and is a resident of the State of California.

46. Plaintiff Silkscape Inc. is a California Corporation.

47. Plaintiff Peter Cheng is a competent adult and is a resident of the State of California.

48. Plaintiff Elisa Cheng is a competent adult and is a resident of the State of California.

49. Plaintiff Greg A. Cameron is a competent adult and is a resident of the State of California.

50. Plaintiff TMI Property Group, LLC is a California Limited Liability Company.

51. Plaintiff Richard Lutz is a competent adult and is a resident of the State of California.

52. Plaintiff Sandra Lutz is a competent adult and is a resident of the State of California.

53. Plaintiff Mary A. Kossick is a competent adult and is a resident of the State of California.

54. Plaintiff Melvin H. Cheah is a competent adult and is a resident of the State of California.

55. Plaintiff Di Shen is a competent adult and is a resident of the State of Texas.

56. Plaintiff Ajit Gupta is a competent adult and is a resident of the State of California.

57. Plaintiff Seema Gupta is a competent adult and is a resident of the State of California.

58. Plaintiff Fredrick Fish is a competent adult and is a resident of the State of Minnesota.

59. Plaintiff Lisa Fish is a competent adult and is a resident of the State of Minnesota.

60. Plaintiff Robert A. Williams is a competent adult and is a resident of the State of Minnesota.

61. Plaintiff Jacquelin Pham is a competent adult and is a resident of the State of California.

62. Plaintiff May Ann Hom, as Trustee of the May Ann Hom Trust, is a competent adult and is a resident of the State of California.

63. Plaintiff Michael Hurley is a competent adult and is a resident of the State of Minnesota.

64. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.

65. Plaintiff Duane Windhorst is a competent adult and is a resident of the State of Minnesota.

66. Plaintiff Marilyn Windhorst is a competent adult and is a resident of the State of Minnesota.

67. Plaintiff Vinod Bhan is a competent adult and is a resident of the State of California.

68. Plaintiff Anne Bhan is a competent adult and is a resident of the State of California.

69. Plaintiff Guy P. Browne is a competent adult and is a resident of the State of California.

70. Plaintiff Garth Williams is a competent adult and is a resident of the State of California.

71. Plaintiff Pamela Y. Aratani is a competent adult and is a resident of the State of California.

72. Plaintiff Darleen Lindgren is a competent adult and is a resident of the State of Minnesota.

73. Plaintiff Laverne Roberts is a competent adult and is a resident of the State of Nevada.

74. Plaintiff Doug Mecham is a competent adult and is a resident of the State of Nevada.

75. Plaintiff Chrisine Mecham is a competent adult and is a resident of the State of Nevada.

76. Plaintiff Kwangsoo Son is a competent adult and is a resident of Vancouver, British Columbia.

77. Plaintiff Soo Yeun Moon is a competent adult and is a resident of Vancouver, British Columbia.

78. Plaintiff Johnson Akindodunse is a competent adult and is a resident of the State of California.

79. Plaintiff Irene Weiss, as Trustee of the Weiss Family Trust, is a competent adult and is a resident of the State of Texas.

80. Plaintiff Pravesh Chopra is a competent adult and is a resident of the State of California.

81. Plaintiff Terry Pope is a competent adult and is a resident of the State of Nevada.

82. Plaintiff Nancy Pope is a competent adult and is a resident of the State of Nevada.

83. Plaintiff James Taylor is a competent adult and is a resident of the State of California.

84. Plaintiff Ryan Taylor is a competent adult and is a resident of the State of California.

85. Plaintiff Ki Ham is a competent adult and is a resident of Surry B.C.

86. Plaintiff Young Ja Choi is a competent adult and is a resident of Coquitlam, B.C.

87. Plaintiff Sang Dae Sohn is a competent adult and is a resident of Vancouver, B.C.

88. Plaintiff Kuk Hyung ("Connie") is a competent adult and is a resident of Coquitlam, B.C.

89. Plaintiff Sang ("Mike") Yoo is a competent adult and is a resident of Coquitlam, B.C.

90. Plaintiff Brett Menmuir, as Trustee of the Cayenne Trust, is a competent adult and is a resident of the State of Nevada.

91. Plaintiff William Miner, Jr., is a competent adult and is a resident of the State of California.

92. Plaintiff Chanh Truong is a competent adult and is a resident of the State of California.

93. Plaintiff Elizabeth Anders Mecua is a competent adult and is a resident of the State of California.

94. Plaintiff Shepherd Mountain, LLC is a Texas Limited Liability Company with its principal place of business in Texas.

95. Plaintiff Robert Brunner is a competent adult and is a resident of the State of Minnesota.

96. Plaintiff Amy Brunner is a competent adult and is a resident of the State of Minnesota.

97. Plaintiff Jeff Riopelle is a competent adult and is a resident of the State of California.

98. Plaintiff Patricia M. Moll is a competent adult and is a resident of the State of Illinois.

99. Plaintiff Daniel Moll is a competent adult and is a resident of the State of Illinois.

100. The people and entities listed above represent their own individual interests. They are not suing on behalf of any entity including the Grand Sierra Unit Home Owner's Association. The people and entities listed above are jointly referred to herein as "the Plaintiffs".

101. Defendant MEI-GSR Holdings, LLC ("MEI-GSR") is a Nevada Limited Liability Company with its principal place of business in Nevada.

102. Defendant Gage Village Commercial Development, LLC ("Gage Village") is a Nevada Limited Liability Company with its principal place of business in Nevada.

103. Gage Village is related to, controlled by, affiliated with, and/or a subsidiary of MEI-GSR.

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

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

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

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

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

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

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

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

112. Under the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra Resort ("CC&Rs"), there is one voting member for each unit of ownership (thus, an owner with multiple units has multiple votes).

113. Because MEI-GSR and Gage Village control more units of ownership than any other person or entity, they effectively control the Unit Owners' Association by having the ability to elect MEI-GSR's chosen representatives to the Board of Directors (the governing body over the GSR Condo Units).

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

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

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

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

118. Under the CC&Rs, the Individual Unit Owners are required to enter into a "Unit Maintenance Agreement" and participate in the "Hotel Unit Maintenance Program," wherein MEI-GSR 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).

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

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

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

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

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

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

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

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

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

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

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

130. Defendants MEI-GSR and/or Gage Village have attempted to purchase, and purchased, units devalued by their own actions, at nominal, distressed prices when Individual Unit

Owners decide to, or are effectively forced to, sell their units because the units fail to generate sufficient revenue to cover expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. CONCLUSIONS OF LAW

A. The Court has jurisdiction over MEI-GSR, Gage Village, the Unit Owner's Association and the Plaintiffs.

B. The appointment of a receiver is appropriate when: (1) the plaintiff has an interest in the property; (2) there is potential harm to that interest in property; and (3) no other adequate remedies exist to protect the interest. *See generally Bowler v. Leonard*, 70 Nev. 370, 269 P.2d 833 (1954). *See also* NRS 32.010. The Court appointed a receiver to oversee the Unit Owner's Association on January 7, 2015. The Court concludes that MEI-GSR and/or Gage Village have operated the Unit Owner's Association in a way inconsistent with the best interests of all of the unit owners. The continued management of the Unit Owner's Association by the receiver is appropriate under the circumstances of this case and will remain in effect absent additional direction from the Court.

C. Negligent misrepresentation is when "[o]ne who, in the course of his business, profession or employment, or in any other action in which he has a pecuniary interest, supplies false information for the guidance of others in their business transactions, is subject to liability for pecuniary loss caused to them by their justifiable reliance upon the information, if he fails to exercise reasonable care or competence in obtaining or communicating the information." *Barmeltler v. Reno Air, Inc.*, 114 Nev. 441, 956 P.2d 1382, 1387 (1998) (quoting *Restatement (Second) of Torts § 552(1) (1976)).* Intentional misrepresentation is when "a false representation made with knowledge or belief that it is false or without a sufficient basis of information, intent to induce reliance, and damage resulting from the reliance. *Lubbe v. Barba,* 91 Nev. 596, 599, 540 P.2d 115,

117 (1975)." *Collins v. Burns,* 103 Nev. 394, 397, 741 P.2d 819, 821 (1987). MEI-GSR is liable for intentionally and/or negligent misrepresentation as alleged in the Second Cause of Action.

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

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

F. An implied covenant of good faith and fair dealing exists in every contract in Nevada. *Hilton Hotels Corp. v. Butch Lewis Productions, Inc.*, 109 Nev. 1043, 1046, 862 P.2d 1207, 1209 (1993). "The duty not to act in bad faith or deal unfairly thus becomes part of the contract, and, as with any other element of the contract, the remedy for its breach generally is on the contract itself." *Id.* (*citing Wagenseller v. Scottsdale Memorial Hospital,* 147 Ariz. 370, 383, 710 P.2d 1025, 1038 (1985)). "It is well established that in contracts cases, compensatory damages 'are awarded to make the aggrieved party whole and ... should place the plaintiff in the position he would have been in had the contract not been breached.' This includes awards for lost profits or expectancy damages." *Road & Highway Builders, LLC v. Northern Nevada Rebar, Inc.*, 128 Nev. Adv. Op. 36, 284 P.3d 377, 382 (2012)(*internal citations omitted).* "When one party performs a contract in a manner that is unfaithful to the purpose of the contract and the

justified expectations of the other party are thus denied, damages may be awarded against the party who does not act in good faith." *Perry v. Jordan*, 111 Nev. 943, 948, 900 P.2d 335, 338 (1995)(*citation omitted*). "Reasonable expectations are to be 'determined by the various factors and special circumstances that shape these expectations.'" *Id.* (*citing Butch Lewis*, 107 Nev. at 234, 808 P.2d at 923). MEI-GSR is liable for breach of the covenant of good faith and fair dealing as set forth in the Fifth Cause of Action.

G. MEI-GSR has violated NRS 41.600(1) and (2) and NRS 598.0915 through 598.0925, inclusive and is therefore liable for the allegations contained in the Sixth Cause of Action. Specifically, MEI-GSR violated NRS 598.0915(15) and NRS 598.0923(2).

H. The Plaintiffs are entitled to declaratory relief as more fully described below and prayed for in the Seventh Cause of Action.

I. MEI-GSR wrongfully committed numerous acts of dominion and control over the property of the Plaintiffs, including but not limited to renting their units at discounted rates, renting their units for no value in contravention of written agreements between the parties, failing to account for monies received by MEI-GSR attributable to specific owners, and renting units of owners who were not even in the rental pool. All of said activities were in derogation, exclusion or defiance of the title and/or rights of the individual unit owners. Said acts constitute conversion as alleged in the Eighth Cause of Action.

J. The demand for an accounting as requested in Ninth Cause of Action is moot pursuant to the discovery conducted in these proceedings and the appointment of a receiver to 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

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

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

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.

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

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

III. JUDGMENT

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

Monetary Relief:

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;

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

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

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

9. MEI-GSR will fund the FF&E reserve, shared facilities reserve and hotel reserve in the amount of $500,000.00 each. The Court finds that MEI-GSR has failed to fund the reserves for the units it, or any of its agents, own. However, the Court has also determined, *supra*, that these fees were themselves unconscionable. The Court does not believe that the remedy for MEI-GSR's failure to fund the unconscionable amount should be some multiple of that unreasonable sum. Further, the Court notes that Plaintiffs are individual owners: not the Unit Owner's Association. Arguably, the reserves are an asset of the Unit Owner's Association and the Plaintiffs have no individual interest in this sum. The Court believes that the "seed funds" for these accounts are appropriate under the circumstances of the case; and

10. The Court finds that it would be inappropriate to give MEI-GSR any "write downs" or credits for sums they may have received had they rented the rooms in accordance with appropriate business practices. These sums will be disgorged.

Non-Monetary Relief:

1. The receiver will remain in place with his current authority until this Court rules otherwise;

2. The Plaintiffs shall not be required to pay any fees, assessments, or reserves allegedly due or accrued prior to the date of this ORDER;

3. The receiver will determine a reasonable amount of FF&E, shared facilities and hotel reserve fees required to fund the needs of these three ledger items. These fees will be determined within 90 days of the date of this ORDER. No fees will be required until the implementation of these new

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

4. The current rotation system will remain in place.

Punitive Damages:

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

DATED this 9 day of October, 2015.

ELLIOTT A. SATTLER
District Judge

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 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)[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.

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

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

The economic loss doctrine does not apply to limit Plaintiffs' recovery for intentional torts.[4]

---

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

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

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

[3] Regardless of what an earlier Judge called the proceeding, the March 2015 evidentiary hearing was a bench trial. The 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).

The Nevada Legislature has limited the recovery of punitive damages in NRS 42.005.[5]

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

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

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

Defendants' officers, including Kent Vaughan, Defendants' Senior Vice President of Operations, admitted to the tortious scheme.[6]

---

[5] That statute provides in pertinent part:

> 1. Except as otherwise provided in NRS 42.007, in an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud or malice, express or implied, the plaintiff, in addition to the compensatory damages, may recover damages for the sake of 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
>
> * * *
>
> 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…

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

> 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?
> A. I authorized the front desk to use non-rental units due to demand, consumer demand.
> Q. And when you authorized the front desk in was it July of 2011 –
> A. Yes.
> 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?

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

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

> A plaintiff may assert several claims for relief and be awarded damages on different theories. It is not uncommon to see a plaintiff assert a contractual claim and also a cause of action asserting fraud based on the facts surrounding the contract's execution and performance. See Amoroso Constr. v. Lazovich and Lazovich, 107 Nev. 294, 810 P.2d 775 (1991). The measure of damages on claims of fraud and contract are often the same. However, Marsh is 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.

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

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

> Damages awarded for underpaid revenues $442,591.83 fall within the conversion claim[7] and intentional misrepresentation/fraud[8];

A. No.
Q. Why?
A. I didn't have authorization to rent them.
Q. So it was a conscious decision to rent them without authorization?
A. Yes.

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

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

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

Damages awarded for the rental of units of owners who had no rental agreements $4,152,669.13 falls within the conversion claim[9] and intentional misrepresentation/fraud[10]; The award of punitive damages on these claims would not act as a double recovery for Plaintiffs. The Court finds that the remaining damages awarded in the October 9, 2015 Order are based on contract claims rather than tort claims and not appropriate for consideration of punitive damages. Given Defendants' tortious scheme and the intentional misconduct of Defendants, punitive damages in this case are appropriate to set an example.

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

While the Court recognizes that there is a spectrum of percentages which have been awarded in various Nevada punitive damages cases, given the nature of the conduct and procedural history of this case, the Court concludes the appropriate multiplier in this matter is two (2) times the compensatory award for the conversion claim and intentional misrepresentation/fraud claim. Accordingly based on the compensatory damages for which punitive damages are appropriate totaling $4,595,260.96 the Court awards punitive damages in the total amount of $9,190,521.92 Plaintiffs counsel is directed to submit a final judgment consistent with the October 9, 2015 Order and this Order.

Dated this 17th day of January 2023.

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

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

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

[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.

TODD ALEXANDER, ESQ.

F. SHARP, ESQ.

STEPHANIE SHARP, ESQ.

G. DAVID ROBERTSON, ESQ.

ROBERT EISENBERG, ESQ.

JENNIFER HOSTETLER, ESQ.

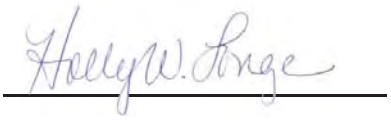

EXHIBIT F

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 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.

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

The Receiver has not been paid. This is a result of the disagreements between the Parties as to the allocation of expenses and the inability, without clarification, for the Receiver to calculate the permissible expenses for Defendants to deduct from the revenue of the Parties units. The Court has recognized this as an issue which must be resolved and has addressed it in the Order entered on December 5, 2022.[2]

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

---

[2] The language in the Order provides in part:

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

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

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

Dated this 26th day January, 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 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.

Holly W. Paige

EXHIBIT G

2630
ABRAN VIGIL, ESQ.
Nevada Bar No. 7548
ANN HALL, ESQ.
Nevada Bar No. 5447
DAVID C. MCELHINNEY, ESQ.
Nevada Bar No. 0033
MERUELO GROUP, LLC
Legal Services Department
5th Floor Executive Offices
2535 Las Vegas Boulevard South
Las Vegas, NV 89109
Tel: (562) 454-9786
abran.vigil@meruelogroup.com
ann.hall@meruelogroup.com
david.mcelhinney@meruelogroup.com

Attorneys for Defendants MEI-GSR Holdings, LLC, AM-GSR Holdings, LLC, and GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC.

JORDAN T. SMITH, ESQ.
Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101

Attorney for Defendants MEI-GSR Holdings, LLC, AM-GSR Holdings, LLC, and GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC

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

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

On January 26, 2023, this Court issued its Order Granting Receiver's Motion for Orders & Instructions, filed December 1, 2023, ("Order"). Therein, the Court ordered as follows:

> "Attached as Exhibit 1 to the Receiver's Omnibus Reply is a spreadsheet with calculations based upon the various orders of the Court…If either Plaintiffs or Defendants object to the calculations contained in Exhibit 1, a written objection shall be filed within 15 judicial days of entry of this Order…" (Order, pg. 10-14)

Defendants MEI-GSR HOLDINGS, LLC ("MEI-GSR"), AM-GSR Holdings, LLC, and GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC (collectively "Defendants") by and through their counsel Meruelo Group, LLC, hereby file their Objection to Receiver's Calculations Contained in Exhibit 1 Attached to Receiver's December 19, 2022, Omnibus Reply, (Opposition"). Defendants' Opposition is supported by the following memorandum of points and authorities, the papers and pleadings on file herein, and oral argument that may be requested of the Court.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On January 4, 2022, Justice Saitta entered an Order Entitled "Order Granting Receiver's Motion for Orders & Instructions", ("Order"). The Order explicitly sets forth the following obligations of the Receiver:

- IT IS FURTHER ORDERED that *the Receiver shall recalculate the DUF, SFUE and HE based on the same methodology as has been used in calculating the fee charges for 2021, subject to Court approval of such methodology.* ***Those fees in place prior to the Court's September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and approved by this Court such that only a single account adjustment will be necessary.*** (Order, at 8:1-5) (emphasis added).
- IT IS FURTHER ORDERED that *the Receiver shall open a separate account on which Receiver has sole signatory authority and into which account all rents received by Defendants currently for all 670 condominiums units* ***net of total charges for DUF, SFUE, and HE fees and***

reserves, are to be deposited. The Receiver shall disburse the revenue collected to the parties according to the Governing Documents[1]. (Order, at 8:6-10) (emphasis added)

The various powers and duties assigned to the Receiver as set forth in the January 4, 2022, Order Granting Receiver's Motion for Orders & Instructions, include the following:

- The Receiver shall recalculate the DUF, SFUE, and HE, [for 2020] based on the same methodology as has been used in calculating the fee charges for 2021, subject to Court approval of such methodology. (Id. pg. 8:1-3)
- Those fees in place prior to the Court's September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and approved by this Court such that only a single account adjustment will be necessary. (Id. pg. 8:3-5)
- The Receiver shall open a separate account on which Receiver has sole signatory authority, and into which all rents received by Defendants currently for all 670 condominium units, **net of total charges for DUF, SFUE, and HE fees and reserves,** are to be deposited. (Id. pg. 8:6-9)
- The Receiver shall disburse the revenue collected to the parties according to the Governing Documents. (Id. pg. 8:6-10)

On December 29, 2022, Defendants filed their Motion to Compel wherein they sought entry of this Court's order compelling the Receiver to carry out those tasks that he and Plaintiffs fought so hard to get, as reflected in the above referenced Order. There can be no question he was assigned and ordered to carry out the above enumerated tasks in the January 4, 2022 Order Granting Receiver's Motion for Orders & Instructions, and in his January 9, 2023 Response to Defendants' Motion to Compel, he makes clear, once again, that he has no intention of carrying out any of those Court ordered duties, which is frankly in contempt of Court. (See Receiver's

[1] The "Governing Documents" as that term is used in the above referenced Order, includes the CC&Rs, the Unit Maintenance Agreements and the Unit Rental Agreements. (See Order Appointing Receiver entered January 7, 2015, 1:27-28; 2:1-3). The Unit Rental Agreements provide that "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." (Unit Rental Agreement, paragraph 9(b)(iii), pg. 8)

Response, pg. 4:7-25; 8:1-8). To date the Receiver has failed and refused to carry out those functions.[2]

II. THOSE FEES IN PLACE PRIOR TO THE COURT'S SEPTEMBER 27, 2021 ORDER ARE TO REMAIN IN PLACE UNTIL THE RECEIVER HAS COMPLETED HIS 2020 RECALCULATION FOR DUF, SFUE, HE, RESERVES AND CAPITAL EXPENDITURE CONTRIBUTIONS AND THE SAME HAVE BEEN APPROVED BY THE COURT

In a November 23, 2022 email, counsel for Plaintiffs, Jarrad Miller, referred to the following language appearing in the Order Granting Receiver's Motion for Orders and Instructions as a "clear directive of the Court":

> IT IS FURTHER ORDERED that the Receiver shall recalculate the DUF, SFUE, and HE based on the same methodology as has been used in calculating the fee charges for 2021, subject to Court approval of such methodology. **Those fees in place prior to the Court's September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and approved by this Court such that only a single account adjustment will be necessary.** (Order Granting Receiver's Motion for Orders and Instructions, pg. 8:1-5) (emphasis added).

This language appearing in the Order is written entirely by Plaintiffs' counsel and is hardly clear because of conflicting orders that have been issued with no proper procedural mechanisms having been used to modify, amend, rescind, or replace conflicting orders.

A. THE COURT'S CHRISTMAS EVE 2020, ORDER GRANTING MOTION FOR CLARIFICATION

In Judge Sattler's December 24, 2020 Order Granting Motion for Clarification, ("Christmas Eve 2020 Order"), also written entirely by Plaintiffs, the Court made the following findings:

- The Court found that the Receiver Teichner's 2020 expense calculations for DUF, SFUE and HE that had been applied retroactive to January 2020, impermissibly included expenses that were not supported by the Governing Documents; and
- The Receiver was directed to recalculate the 2020 DUF, SFUE and HE; and,

[2] See the bullet points on pages 2 and 3 of Defendants' Motion to Compel outlining those tasks the Receiver has failed and refused to carry out.

- Until the 2020 DUF, the Hotel Expense Fees, and Shared Facilities fees are recalculated by the Receiver, the fees calculated by the past receiver [Proctor] shall be applied. (Id. pg. 4:10-11)

B. THE COURT LATER MODIFIED THE CHRISTMAS EVE ORDER.

On January 1, 2021, Defendants timely filed their Motion for Leave to File Motion for Reconsideration of the Christmas Eve Order. The matter was fully briefed and on September 29, 2021, the Court entered its Findings of Fact, Conclusions of Law and Order, (FFCL&O"), wherein the Court made the following findings, conclusions and Order:

- There is no question the Christmas Eve Order to return to Proctor's numbers retroactively to January 2020 is a material provision beyond the scope of relief requested by Plaintiffs in their Motions. As such, the issues of whether or not to apply Mr. Proctor's cost numbers retroactively pending new calculations, or about the disgorgement of any costs to Plaintiffs, could not be addressed by Defendants. (FFCL&O, pg. 5:1-5)
- Plaintiffs' failure to raise the issue regarding a return to Proctor's calculations retroactively to January 2020, by way of Motion for Clarification or for Reconsideration in a timely manner, constitutes a waiver. (Id. pg. 5:12-14)
- Therefore, the Court's granting of this relief, [to return to Proctor's calculations retroactive to 2020, and disgorge money to Plaintiffs] in its Christmas Eve Order went beyond the scope of what was requested and deprived the Defendants of due process on these issues. (Id. pg. 5:18-23)
- Therefore, by Order of the Court the following language is stricken from the Christmas Eve Order:
    - "Until the DUF, the Hotel Expense Fees, and Shared Facilities fees are recalculated by the Receiver, the fees calculated by the past receiver shall be applied. Amounts charged since January of 2020 under the improper fee allocations shall be disgorged to the

Plaintiffs, and the new fee allocations shall not go into effect until calculated (they will not be retroactively applied)" (Order, pg. 6:4-11)

III. THE SEPTEMBER 29, 2021 FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER MODIFIED THE CHRISTMAS EVE ORDER, CONCLUDING THAT PROCTOR'S FEE CALCULATIONS ARE NOT TO BE APPLIED RETROACTIVE TO JANUARY 2020 AND THERE IS NO LONGER A DISGORGEMENT ORDER FOR ANY CHARGES MADE TO PLAINTIFFS BY WAY OF TEICHNER'S APPLICATION OF HIS 2020 FEE CALCULATIONS

Looking at both the Christmas Eve 2020 Order in combination with the September 29, 2021 FFCL&O, it is clear that the Court has ordered that (1) Receiver Teichner's February 17, 2020 fee calculations for DUF, SFUE and HE are no longer valid and are not to be used and the Receiver is to recalculate the expenses for 2020; (2) that until such time as the Receiver completes his new calculations, the prior receivers (Proctor's) fee calculations are **not** to be applied retroactive to January 2020; (3) and there is to be no disgorgement to Plaintiffs from Defendants for any charges made to Plaintiffs by way of Mr. Teichner's application of his February 17, 2020 calculations to Plaintiffs Units.[3]

With the Court ordering the Receiver not to use Proctor's fee calculations retroactive to January 2020, the Receiver expressed confusion as to what fees should be applied in 2020. (See Court's January 2022 Order Granting Receiver's Motion for Orders & Instructions wherein the Court documented and acknowledged the Receiver's confusion noting the Receiver's comment that he is now without direction as to which calculations are to be applied, [for 2020] until he is able to redo his own calculations. (Order pg. 3:5-6)). The Court, in its January 4, 2022 Order unequivocally answered the Receiver's question as to which fee calculations he should apply by

[3] Even the Court, in its January 4, 2022, Order Granting Receiver's Motion for Orders & Instructions concluded that the Court's September 29, 2021, Findings of Fact, Conclusions of Law and Order "struck the disgorgement order granted in the December 24, 2020 Order Granting Clarification." (Order Granting Receiver's Motion for Orders & Instructions, pg. 2:26-28; 3:1—2). (Since Plaintiffs' counsel wrote this Order in its entirety, this finding is not only binding but is also an admission by Plaintiffs that the Christmas Eve disgorgement order was stricken by the Court's September 29, 2021 Findings of Fact, Conclusions of Law and Order).

ordering the Receiver to recalculate the DUF, SFUE and HE for 2020 using the same methodology he had used for his 2021 calculations. Had the Receiver carried out this Court ordered calculation we would know what expenses were to be applied in 2020 however, the Receiver has refused to complete these calculations for more than a year. And now, rather than carrying out the dictates of the January 4, 2022 Order Granting the Receiver's Motion for Orders & Instructions, the Receiver, in his Omnibus Reply, provides his analysis that begins with an acknowledgement of the Court's directive in its January 4, 2022 Order Granting Receiver's Motion for Orders and Instructions wherein the Court ordered that:

> "fees in place prior to the Court's September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and approved by this Court" (cited by Receiver in his Omnibus Reply, pg. 3:14-15).

However, the Receiver then commits a fundamental and material error when he states:

> "and those fees [in place prior to the Court's September 27, 2021 Order] are the fees for 2021 approved by the Court". (Receiver's Omnibus Reply, pg. 3:15-16)

This conclusion is contrary to the Order of the Court, is without any factual support and cannot be relied upon by the Court.

IV. THE RECEIVER'S INTERPRETATION OF THE COURT'S JANUARY 4, 2022 ORDER GRANTING RECEIVER'S MOTION FOR ORDERS AND INSTRUCTIONS, WHICH HE USES AS A BASIS TO SUPPORT HIS FEE CALCULATIONS IN HIS OMNIBUS REPLY IS WITHOUT SUPPORT AND CONSTITUTES A MATERIAL ERROR, INVALIDATING THE CALCULATIONS UPON WHICH THIS COURT HAS RELIED IN ITS JANUARY 26, 2023 ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS

The Receiver, in his Omnibus Reply to the Parties Oppositions to the Receiver's Motion for Orders & Instructions, filed 12/19/2022, ("Receiver's Omnibus Reply") draws the following conclusion, which clearly contains a misquote: (1) "…the Court, in its Order Granting Receiver's Motion for Orders & Instructions, filed January 4, 2022, had (e), (i) found that the Finding of Facts, Conclusions of Law and Order "directly contradicts the Court's December 24, 2020 Order,

is inequitable, and thus is denied outright". (Omnibus Reply, pg. 3:10-13). This is **not** an accurate quote from the Order Granting Receiver's Motion for Orders and Instructions at pg. 3:8-11 and is either an inadvertent mistake committed by the Receiver or a deliberate attempt to mislead the Court. What the Order Granting Receiver's Motion for Orders & Instructions actually says is as follows:

> "(See December 24, 2020 Order at 3:23-4:10 (where the Court informs the Receiver his calculations for 2020 are incorrect and invalid under the Governing Documents and they must be redone).) Defendants argue the Receiver's prior calculations, which were in place until the December 24, 2020 Order was issued, should be utilized. Notably, this directly contradicts the Court's December 24 2020 Order, is inequitable, and thus is denied outright." (January 4, 2022 Order granting Receiver's Motion for Orders & Instructions, pg. 3:6-11).

Whether the Receiver's misquote is deliberate or otherwise, it is a misquote upon which this Court cannot rely. Second, citing again to the Order Granting Receiver's Motion for Orders and Instructions, the Receiver erroneously concludes that the "fees in place prior to the Court's September 27, 2021 Order", which are to remain in place until his fees for 2020 are recalculated and approved by the Court, "are the fees for 2021 approved by the Court". (Receiver's Omnibus Reply, pg. 3:14-16). This statement and conclusion is absolutely baseless and illogical on its face. How can the Receiver's 2021 fee calculations, approved by the Court in its January 4, 2022, Order Approving Receiver's Request to Approve Updated Fees, be regarded as the "fees in place prior to the Court's September 27, 2021 Order"? The answer is of course they cannot and the Receiver's conclusion to the contrary is nonsensical. The Receiver uses this same baseless and illogical reasoning to calculate the figure of $1,103,950.99 as the money he claims is the total amount of the Plaintiffs'' positive account balances as of December 31, 2021. (Receiver's Omnibus Reply, pg. 4:22-23). These baseless and illogical arguments and conclusions drawn by the Receiver and relied upon by the Court in its January 26, 2023 Order Granting Receiver's Motion for Orders & Instructions, renders the Receiver's Omnibus Reply, equally baseless and unsupportable.

The error in the Receiver's conclusion is obvious on its face. When the Court, in its January 4, 2022, Order Granting Receiver's Motion for Orders and Instructions, instructed the parties and Receiver to apply those fees in place prior to the Court's September 27, 2021 Order, the Court could not possibly have been referring to the Receiver's 2021 fees that most certainly

had not been approved at or prior to September 27, 2021. There can be no dispute that Mr. Teichner's 2021 fee calculations, that he used to arrive at his $1,103,950.99 calculation in his Omnibus Reply, could not possibly be "in place" a full 4 months before his calculations were even approved by the Court. Without question, this calculation is objectionable and simply cannot be relied upon by the Court.

IV CONCLUSION

More than 1 year ago the Receiver was ordered to recalculate the DUF, SFUE and HE for 2020, based on the same methodology he used in calculating the fee charges for 2021. For more than a year now the Receiver has refused to carry out these Court Ordered calculations and now, in his Omnibus Reply, based upon his flawed analysis, he attempts to persuade the Court that the Court's January 4, 2022 Order to apply the "fees in place prior to the Court's September 27, 2021 Order" is a reference to his 2021 fees, even though those fees were not approved by the Court until January 4, 2022. This conclusion is extraordinarily illogical, flies in the face of the Court's Order that he was to recalculate the DUF, SFUE and HE for 2020 more than a year ago, and is without factual support and must be rejected by the Court. The Receiver arrived at his $1,103,950.00 calculation by applying his 2021 DUF, SFUE and HE calculations that were not in place prior to September 27, 2021. Using this calculation is in direct violation of the Court's January 4, 2022 Order Granting Receiver's Motion for Orders and Instructions and must be rejected by the Court. The Receiver should once again be reminded of his Court ordered obligation to provide his calculations for 2020-2023, including true ups in order to arrive at an accurate calculation of net rental income. In the meantime, the only DUF, SFUE and HE calculations to be applied, that have not been invalidated or overruled by the Court are those currently calculated and being used by Defendants.

///

///

///

///

///

AFFIRMATION
Pursuant to NRS 239B.030

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

RESPECTFULLY SUBMITTED this February 16, 2023.

/s/ David C. McElhinney, Esq.
ABRAN VIGIL, ESQ.
Nevada Bar No. 7548
ANN HALL, ESQ.
Nevada Bar No. 5447
DAVID C. MCELHINNEY, ESQ.
Nevada Bar No. 0033
MERUELO GROUP, LLC
Legal Services Department
5th Floor Executive Offices
2535 Las Vegas Boulevard South
Las Vegas, NV 89109
Attorneys for Defendants

1360

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, February 16, 2023 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
Jonathan J. Tew, Esq., SBN 11874
Briana N. Collings, Esq. SBN 14694
ROBERTSON, JOHNSON, MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501
Tel: (775) 329-5600
jon@nvlawyers.com
jarrad@nvlawyers.com
briana@nvlawyers.com
Attorneys for Plaintiffs

Robert L. Eisenberg, Esq. SBN 0950
LEMONS, GRUNDY, & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519
Attorney for Plaintiffs

F. DeArmond Sharp, Esq., SBN 780
Stefanie T. Sharp, Esq. SBN 8661
ROBISON, SHARP, SULLIVAN & BRUST
71 Washington Street
Reno, Nevada 89503
Tel: (775) 329-3151
Tel: (775) 329-7169
dsharp@rssblaw.com
ssharp@rssblaw.com
Attorneys for the Receiver
Richard M. Teichner

Further, I certify that on the February 16, 2023, 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 February 16, 2023

Iliana Godoy

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 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.
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.

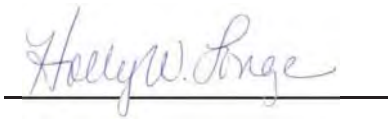

EXHIBIT I

Jordan T. Smith, Esq., Bar No. 12097
JTS@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Abran Vigil, Esq., Bar No. 7548
abran.vigil@meruelogroup.com
Ann Hall, Esq., Bar No. 5447
ann.hall@meruelogroup.com
David C. McElhinney, Esq., Bar No. 0033
david.mcelhinney@meruelogroup.com
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.: CV12-02222
Dept. No.: 10 (Senior Judge Gonzalez)

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

AND *EX PARTE* APPLICATION FOR AN ORDER SHORTENING TIME

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 REVOCABLE TRUST; DOMINIC YIN, individually; ELIAS SHAMIEH, individually; JEFFREY QUINN individually; BARBARA ROSE QUINN individually; KENNETH RICHE, individually; MAXINE RICHE, individually; NORMAN CHANDLER, individually; BENTON WAN, individually; TIMOTHY D. KAPLAN, individually; SILKSCAPE INC.; PETER CHENG, individually; ELISA CHENG, individually; GREG A. CAMERON, individually; TMI PROPERTY GROUP, LLC; RICHARD LUTZ, individually; SANDRA LUTZ, individually; MARY A. KOSSICK, individually; MELVIN CHEAH, individually; DI SHEN, individually; NADINE'S REAL ESTATE INVESTMENTS, 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

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

(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).

Defendants MEI-GSR Holdings, LLC, Gage Village Commercial Development, LLC, and AM-GSR Holdings, LLC move for a stay of the Court's January 26, 2023 Order Granting Receiver's Motion for Orders & Instructions ("January 26, 2023 Order") and the March 27, 2023 Order Overruling Defendants' Objection related thereto on an order shortening time pending review by the Nevada Supreme Court while Defendants consider all possible actions, including posting a supersedeas bond. Obtaining a bond of this size will require more than 5 judicial days. This Motion is made and based upon the papers and pleadings on file herein, the following Memorandum of Points and Authorities, the declaration and exhibits attached thereto, and any argument that may be presented at the time of hearing on this matter.

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

DECLARATION OF JORDAN T. SMITH, ESQ. IN SUPPORT OF APPLICATION FOR ORDER SHORTENING TIME

I, Jordan T. Smith, Esq., declare as follows:

1. I am a Partner at the law firm Pisanelli Bice PLLC and counsel for Defendants ("Defendants") in above-entitled action.

2. I submit this Declaration in support of Defendants' Motion to Stay and *Ex Parte* Application for an Order Shortening Time (the "Motion") related to the Court's January 26, 2023 Order and the March 27, 2023 Order Overruling Defendants' Objections related thereto pending review by the Nevada Supreme Court. I have personal knowledge of the facts stated herein and I am competent to testify to those facts.

3. On December 1, 2022, the court-appointed receiver filed a "Motion for Orders & Instructions" with the Court setting forth the general status of the receivership and requested guidance on the way the "Receiver will be paid the fees he is presently owed." (Receivers' Omnibus Reply, on file, Dec. 19, 2022.) The Defendants' and Plaintiffs filed their Oppositions to the Motion on December 14, 2022, and the Receiver filed an Omnibus Reply on December 19, 2022 ("Receiver's Omnibus Reply"). On December 19, 2022, Defendants filed an Objection to the Receiver's Calculations Contained in Exhibit 1 to the Receiver's December 19, 2022 Omnibus Reply ("Objection").

4. As more fully explained in Defendants' Opposition and Objection to the Receiver's calculations, the Receiver made erroneous fee calculations that had previously been addressed and corrected by prior orders of the Court. For more than a year now, the Receiver has neglected to perform the corrected calculations.

5. On January 26, 2023, this Court granted the Receiver's Motion for Orders & Instructions ("January 26, 2023 Order"). The Notice of Entry of the Order was entered on the same day. (Notice of Entry*, on file*, Jan. 26, 2023.) Defendants promptly moved for reconsideration and objected to the Court's January 26, 2023 Order. On March 27, 2023, the Court overruled Defendants' Objection. Defendants now respectfully request a stay of the January 26, 2023 Order and the March 27, 2023 Order overruling Defendants' objections.

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

6. Without a stay of the January 26, 2023 Order and the March 27, 2023 Order on the related objections, Defendants are required to deposit $1,103,950.99 with the Receiver within 5 judicial days who will then disburse the funds to the Plaintiffs. This amount will not be recoverable if Defendants are later successful in the Nevada Supreme Court. Therefore, good cause exists to hear this motion on an order shortening time.

7. Additionally, Defendants require additional time to consider all options, including posting any supersedeas bond. Acquiring a bond of this magnitude will take longer than 5 judicial days.

8. I simultaneously sent a courtesy copy of this Motion to opposing counsel with the submission of the order shortening time to the Court.

9. This declaration is submitted in good faith and in accordance with WDCR 11(3).

10. I certify that the foregoing Motion is not brought for any improper purpose.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 28th day of March 2023.

/s/ Jordan T. Smith
JORDAN T. SMITH, ESQ.

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

I. INTRODUCTION

Defendants MEI-GSR, LLC, AM-GSR, LLC and Gage Village Commercial Development LLC's (collectively "Defendants") move for a stay the Court's January 26, 2023 Order Granting Receiver's Motion for Orders & Instructions ("January 26, 2023 Order") and the March 27, 2023 Order Overruling Defendants' Objections pending the Nevada Supreme Court's review. A stay of these Orders is warranted to provide Defendants enough time to consider all options, including posting a supersedeas bond without waiving any available appellate options.

II. STATEMENT OF BRIEF FACTUAL AND PROCEDURAL BACKGROUND

On December 1, 2022, the Receiver filed a Motion for Orders & Instructions with the Court setting forth the general status of the receivership and requested guidance on the manner in which the "Receiver will be paid the fees he is presently owed." (Receivers' Omnibus Reply*, on file*, Dec. 19, 2022.) Defendants' filed their Opposition on December 14, 2022, Plaintiffs' filed an Opposition on December 14, 2022, and the Receiver filed an Omnibus Reply on December 19, 2022 ("Receiver's Omnibus Reply"). (January 26, 2023 Order at 1.) On December 19, 2022, Defendants filed an Objection to the Receiver's Calculations Contained in Exhibit 1 to the Receiver's December 19, 2022 Omnibus Reply ("Objection").

Defendants' Opposition and Objection to the Receiver's Calculations explained that the Receiver had made erroneous fee calculations that had previously been addressed and corrected by prior orders of the Court. Specifically, the Court in its January 4, 2022 Order made clear that the Receiver's calculations were "incorrect" and ordered that the calculations to be redone for DUF, SFUE, and HE for year 2020 using the same methodology that was employed for the 2021 calculations. (Defs' Objection at 7-8; *see also*, January 4, 2022 Order at 3:6-11.) For more than a year now, the Receiver failed to make the correct calculations.

The Receiver offers no competent excuse about why the Court's January 4, 2022 Order for new 2020 calculations were never completed. Instead, the Receiver offers a new erroneous fee calculation of $1,103,950.99 which the Receiver claims is the total amount of the Plaintiffs' positive account balances as of December 31, 2021. (Receiver's Omnibus Reply at 4:22-23.) The January 4, 2022 Order instructed the Receiver to apply the fees in place prior to the Court's September 27,

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

2021 Order, which plainly did not (and indeed could not) apply to the Receiver's 2021 fees that had not yet been Court approved. In other words, the 2021 fee calculations the Receiver used to arrive at the $1,103.950.99 calculation could not have been in place four months before his calculations were even approved by the Court. The Receiver's calculation is clearly erroneous and should be set aside.

On January 26, 2023, this Court granted the Receiver's Motion for Orders & Instructions ("January 26, 2023 Order"). The Notice of Entry of the Order was entered on the same day. (Notice of Entry, *on file*, Jan. 26, 2023.) Defendants promptly filed for reconsideration and filed an Objection to the Court's January 26, 2023 Order. In the interim, on March 1, 2023, Defendants filed a Notice of Appeal from the final judgment to the Nevada Supreme Court. On March 27, 2023, the Court overruled Defendants' Objection related to the Court's January 26, 2023 Order. The Court has required Defendants to deposit within 5 judicial days over a million dollars that Defendants contest.

III. ARGUMENT

A. Legal Standard

A stay of the Court's January 26, 2023 Order is warranted. Nevada Rule of Appellate Procedure 8(a) requires parties seeking a stay to first move in the lower court before requesting relief from the Nevada Supreme Court. *See* NRAP 8(a)(1)(A); *see also TRP Fund VI, LLC v. PHH Mortg. Corp.,* 138 Nev. Adv. Op. 21, 506 P.3d 1056, 1058 (2022). When considering a stay, courts weigh a number of factors including: (1) whether the object of the appeal will be defeated if the stay is denied; (2) whether the petitioner will suffer irreparable injury if the stay is denied; (3) whether the real party in interest will suffer irreparable harm if a stay is granted; and (4) whether the petitioner is likely to prevail on the merits of the appeal. NRAP 8(c). "[I]f one or two factors are especially strong, they may counterbalance other weak factors." *Mikohn Gaming Corp. v. McCrea*, 120 Nev. 248, 251, 89 P.3d 36, 38 (2004). Defendants satisfy each of these factors.

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

B. The Court Should Stay the January 26, 2023 Order and the March 27, 2023 Order Overruling Defendants' Objection Related Thereto.

The first factor (whether the object of the appeal will be defeated) weighs in favor of a stay. The Nevada Supreme Court has indicated that the first stay factor usually has outsized significance. *Mikohn Gaming Corp*., 120 Nev. at 253, 89 P.3d at 39. A stay is generally warranted when its denial would defeat the object of the appeal. *Id.* at 253, 89 P.3d at 39-40 ("Because the object of an appeal . . . will be defeated if a stay is denied, and irreparable harm will seldom figure into the analysis, a stay is generally warranted."). That is precisely the case here.

The object of the stay, that is the correct calculation and payment of disputed amounts to the receivership, will be defeated if the January 26, 2023 Order (and overruled Objection) is implemented and the erroneously fees disbursed to the numerous Plaintiffs. For all practical purposes, Defendants will be unable to obtain effective review and relief without a stay. After the funds are distributed, Defendants will be unable to recover the amounts paid to the Receiver. *See Philip Morris USA Inc. v. Scott,* 561 U.S. 1301, 1304 (2010) (Scalia, J., granting application for stay) (granting stay when expended funds were unrecoverable). Therefore, the first factor weights in favor of granting a stay.

The second factor (whether Defendants will suffer irreparable harm if the injunction is not suspended) also weighs in favor of a stay. The inability to recoup the disputed amounts once disbursed constitutes irreparable harm. *Philip Morris USA Inc.,* 561 U.S. at 1304 ("Normally the mere payment of money is not considered irreparable, but that is because money can usually be recovered from the person to whom it is paid. If expenditures cannot be recouped, the resulting loss may be irreparable.") (Internal citation omitted). And, after all, "[a]ny act which destroys or results in a substantial change in property, either physically or in the character in which it has been held or enjoyed, does irreparable injury . . . ." *Memory Garden of Las Vegas, Inc. v. Pet Ponderosa Memorial Gardens, Inc*., 88 Nev. 1, 4, 492 P.2d 123, 125 (1972). Here, there are significant funds at the heart of the disputed order, more than a million dollars. Defendants will have no ability to regain them once handed over to the Receiver and Plaintiffs. Thus, this factor weighs heavily in favor of a stay.

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Under the third factor, the only possible "harm" to Plaintiffs is the delay associated with the appellate proceedings and the payment of funds to which they are not entitled. However, the appellate proceedings are unavoidable, especially with this amount of money at stake. The final judgment is currently on appeal and Defendants have the right to appellate review of all issues. Accordingly, this factor also weighs in favor of staying the subject orders.

As for the last factor (whether Defendants are likely to succeed on the merits), *Plaintiffs* must "mak[e] a strong showing that appellate relief is unattainable" to defeat a stay request. *Id.* On the other hand, the movant need only "'present a substantial case on the merits when a serious legal question is involved.'" *See Hansen,* 116 Nev. at 659, 6 P.3d at 987 (quoting *Ruiz v. Estelle*, 650 F.2d 555, 565 (5th Cir. 1981)). The movant "does not always have to show a probability of success on the merits" provided that the writ does not appear frivolous or merely an attempt to delay. *Id*. at 253-54, 89 P.3d at 40. As demonstrated in the Defendants' Opposition and Objection, there are serious errors in the Receiver's calculation and process. At minimum, there is a substantial case on the merits involving multiple serious legal questions about the correct calculation of the fees and the Receiver's actions that must be resolved by the Nevada Supreme Court. The appellate proceedings are not frivolous and are not instituted for delay.

IV. CONCLUSION

Evaluation of the NRAP 8(c) factors demonstrates cause exists for this Court to stay the January 26, 2023 Order and the March 27, 2023 Order Overruling Defendants' Objection related thereto pending appellate review by the Nevada Supreme Court. If a stay is not granted, and the Receiver is allowed to collect the funds, the object of the appeal will be defeated. This alone warrants the stay. Further, these orders present substantial legal questions that warrant Supreme Court review. Defendants will suffer irreparable harm without a stay while Plaintiffs will not suffer irreparable harm.

Moreover, at minimum, Defendants require additional time to consider all options, including acquiring a supersedeas bond. Obtaining and posting a bond in this amount requires more than 5 judicial days.

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

For these reasons, Defendants respectfully requests that this Court grant the Motion to Stay the January 26, 2023 Order Granting Receiver's Motion for Orders & Instructions and the March 27, 2023 Order Overruling Defendants' Objection pending an appeal to the Nevada Supreme Court.[1]

DATED this 28th day of March, 2023.

AFFIRMATION

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

DATED this 28th day of March, 2023.

PISANELLI BICE PLLC

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

Abran Vigil, Esq., #7548
Ann Hall, Esq., #5447
David C. McElhinney, Esq., #0033
MERUELO GROUP, LLC
2535 Las Vegas Boulevard South
Las Vegas, Nevada 89109

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

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

[1] A [Proposed] Order Granting Defendants' Application for Order Shortening Time Related to Defendants' Motion for Stay of Order Granting Receiver's Motion for Orders & Instructions Entered January 26, 2023 and the Order Overruling Defendants' Objections Related Thereto, Pending Review by the Nevada Supreme Court is attached hereto as Exhibit A.

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 28th day of March, 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **DEFENDANTS' MOTION FOR STAY OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ENTERED JANUARY 26, 2023 AND THE ORDER OVERRULING DEFENDANTS' OBJECTIONS RELATED THERETO, PENDING REVIEW BY THE NEVADA SUPREME COURT; AND *EX PARTE* APPLICATION FOR AN ORDER SHORTENING TIME** to all registered participants in this matter.

G. David Robertson, Esq.
Jarrad C. Miller, Esq.
Jonathan J. Tew, Esq.
ROBERSTON, JOHNSON, MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501

Robert L. Eisenberg, Esq.
LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519

Attorneys for Plaintiffs

F. DeArmond Sharp, Esq.
Stefanie T. Sharp, Esq.
ROBISON, SHARP, SULLIVAN & BRUST
71 Washington Street
Reno, Nevada 89503

Attorneys for the Receiver Richard M. Teichner

/s/ Shannon Dinkel
An employee of Pisanelli Bice PLLC

INDEX OF EXHIBITS

EXHIBIT NO.	DESCRIPTION	LENGTH OF EXHIBIT
A	[Proposed] Order Granting Defendants' Application for Order Shortening Time Related to Defendants' Motion for Stay of Order Granting Receiver's Motion for Orders & Instructions Entered January 26, 2023 and the Order Overruling Defendants' Objections Related Thereto, Pending Review by the Nevada Supreme Court	4

PISANELLI BICE
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

EXHIBIT A

3060

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, et al.

Defendant(s).

Case No.: CV12-02222
Dept. No.: 10 (Senior Judge Gonzalez)

[PROPOSED] ORDER GRANTING DEFENDANTS' *EX PARTE* APPLICATION FOR SHORTENING TIME RELATED TO DEFENDANTS' MOTION FOR STAY OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ENTERED JANUARY 26, 2023 AND THE ORDER OVERRULING DEFENDANTS' OBJECTIONS RELATED THERETO, PENDING REVIEW BY THE NEVADA SUPREME COURT

On March 28, 2023, Defendants submitted their *Ex Parte* Motion for Order Shortening Time on Defendants MEI-GSR Holdings, LLC, Gage Village Commercial Development, LLC, and AM-GSR Holdings, LLC's Motion for Stay of the Court's January 26, 2023 Order Granting Receiver's Motion for Orders & Instructions and the March 27, 2023 Order Overruling Defendants' Objection related thereto pending review by the Nevada Supreme Court ("Motion to Stay").

WDCR 11(3) provides that an order shortening time can be issued on an *ex parte* basis for good cause and the Court finds such good cause and that a satisfactory showing exists to grant the request for an order shortening time. Accordingly,

. . .

. . .

. . .

IT IS SO ORDERED that any opposition to Defendants' Motion to Stay be filed by _____ and emailed upon Defendants' counsel by no later than 5:00 p.m. on _____; and that any reply in support of Defendants' Motion to Stay be filed and served by email on Plaintiffs' counsel no later than 5:00 p.m. on _____.

Dated this _____ 2023.

_____
Hon. Elizabeth Gonzalez, Ret.
Senior District Court Judge

AFFIRMATION

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

DATED this 28th day of March, 2023.

PISANELLI BICE PLLC

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

Abran Vigil, Esq., #7548
Ann Hall, Esq., #5447
David C. McElhinney, Esq., #0033
MERUELO GROUP, LLC
2535 Las Vegas Boulevard South
Las Vegas, Nevada 89109

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

CERTIFICATE OF SERVICE

I certify that I am an employee of the Second Judicial District Court, and that on this ____ day of _____ 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing to all registered participants in this matter.

G. David Robertson, Esq.
Jarrad C. Miller, Esq.
Jonathan J. Tew, Esq.
ROBERSTON, JOHNSON, MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501

Robert L. Eisenberg, Esq.
LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519
Attorneys for Plaintiffs

F. DeArmond Sharp, Esq.
Stefanie T. Sharp, Esq.
ROBISON, SHARP, SULLIVAN & BRUST
71 Washington Street
Reno, Nevada 89503
Attorneys for the Receiver Richard M. Teichner

_____
An employee of the Court