

APPENDIX OF EXHIBITS

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

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	Electronically Filed BAFFES NO. Apr 25 2023 4:12:45 PM Elizabeth A. Brown Clerk of Supreme Court
A	Order Granting Plaintiffs' Motion for Case-Terminating Sanctions dated October 3, 2014	
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 <i>Ex Parte</i> 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**

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>BATES NO.</u>
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 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 <i>Ex Parte</i> 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 <i>Ex Parte</i> 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 M

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
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**

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

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

Plaintiff(s),

v.

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

Defendant(s).

On Friday, March 24, 2023, the Court conducted a telephonic hearing with all parties where the Court indicated that it was likely to overrule Defendants' pending objection to the Receiver's calculation related to the January 26, 2023 Order. The Court indicated that it intended to order Defendants' compliance – depositing \$1,103,950.99 with the Receiver – within five judicial days. Defendants indicated that they intended to request a stay to allow sufficient time to consider business and appellate options, including obtaining a supersedeas bond. The Court canvassed the Plaintiffs about their willingness to afford a 14-day stay to allow Defendants sufficient time. Plaintiffs refused. Accordingly, the Court directed Defendants to file a motion to stay.

The following judicial day, on Monday, March 27, 2023, the Court entered its order overruling Defendants' Objection to Receiver's Calculations Contained in Exhibit 1 Attached to Receiver's Omnibus Reply to Parties' Oppositions to the Receiver's Motion for Orders & Instructions. The next day, Defendants filed a Motion for Stay of Order Granting Receiver's Motion for Order & Instructions Entered January 26, 2023 and the March 27, 2023 Order Overruling Defendants' Objections Related Thereto, Pending Review by the Nevada Supreme Court on an

1 Order Shortening Time. Among other things, the Motion argued that a stay was necessary to allow
2 Defendants time to obtain a supersedeas bond of this size. (Mot. at 3.)

3 Plaintiffs opposed the motion to stay on April 4, 2023. In the meantime, Defendants raced
4 to obtain a million-dollar-plus supersedeas bond (paying a bond premium) and posted it the same
5 day, April 4th. (Supersedeas Bond on Appeal, April 4, 2023, on file; Notice of Posting Bond, April
6 5, 2023, on file; Ex. A.) Defendants filed a Reply to the motion to stay on April 6, 2023, noting that
7 they had posted a supersedeas bond and citing NRCp 62(d). (Reply at 6-7.)

8 The Court denied Defendants' motion to stay on April 10, 2023. While the Order references
9 Defendants' Reply, it does not address the filing of the supersedeas bond or the automatic stay
10 effect of NRCp 62(d). The Nevada Supreme Court has held that a stay is automatic and not
11 discretionary once a supersedeas bond has been posted. *Clark Cnty. Off. of Coroner/Med. Exam'r*
12 *v. Las Vegas Rev.-J.*, 134 Nev. 174, 176, 415 P.3d 16, 18 (2018) (noting "this court overruled *Public*
13 *Service Commission* to the extent that it implied a stay is discretionary in such circumstances. [when
14 a supersedeas bond has been posted]."); *see also Nelson v. Heer*, 121 Nev. 832, 834, 122 P.3d 1252,
15 1253 (2005) ("FRCP 62(d) allows an appellant to obtain a stay pending appeal *as of right upon the*
16 *posting of a supersedeas bond for the full judgment amount*, but that courts retain the inherent power
17 to grant a stay in the absence of a full bond."); NRS 15.040 ("Whenever an order for the payment
18 of a sum of money is made by a court, it may be enforced by execution in the same manner as if it
19 were a judgment.").

20 Because Defendants' initial motion to stay was made to allow sufficient time to obtain the
21 supersedeas bond, and the order denying the stay does not reference the bond, Defendants seek
22 clarification or reconsideration of the order denying the stay to specify that execution on the
23 \$1,103,950.99 related to the January 26, 2023 and March 27, 2023 Orders is automatically stayed
24 pending Defendants' appellate challenge to the Nevada Supreme Court. *See* WDCR 12(8)
25 (rehearing of motions); WDCR 11(3)(orders shortening time). ¹

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28 ¹ A [Proposed] Order Granting Defendants' Application for Order Shortening Time is
attached hereto as Exhibit B.

1 Alternatively, Defendants request a 14 day stay to renew this request at the Nevada Supreme
2 Court on an emergency basis.
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**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 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 ("the Motion"). I have personal knowledge of the facts stated herein and I am competent to testify to those facts.

3. On Friday, March 24, 2023, the Court conducted a telephonic hearing with all parties where the Court indicated that it was likely to overrule Defendants' pending objection to the Receiver's calculation related to the January 26, 2023 Order. The Court indicated that it intended to order Defendants' compliance – depositing \$1,103,950.99 with the Receiver – within five judicial days. Defendants indicated that they intended to request a stay to allow sufficient time to consider business and appellate options, including obtaining a supersedeas bond. The Court canvassed the Plaintiffs about their willingness to afford a 14-day stay to allow Defendants sufficient time. Plaintiffs refused. Accordingly, the Court directed Defendants to file a motion to stay.

4. The following judicial day, on Monday, March 27, 2023, the Court entered its order overruling Defendants' Objection to Receiver's Calculations Contained in Exhibit 1 Attached to Receiver's Omnibus Reply to Parties' Oppositions to the Receiver's Motion for Orders & Instructions.

5. The next day, Defendants filed a Motion for Stay of Order Granting Receiver's Motion for Order & Instructions Entered January 26, 2023 and the March 27, 2023 Order Overruling Defendants' Objections Related Thereto, Pending Review by the Nevada Supreme Court on an

Order Shortening Time. Among other things, the Motion argued that a stay was necessary to allow Defendants time to obtain a supersedeas bond of this size. (Mot. at 3.)

6. Plaintiffs opposed the motion to stay on April 4, 2023.

7. In the meantime, Defendants raced to obtain a million-dollar-plus supersedeas bond (paying a bond premium) and posted it the same day, April 4th. (Supersedeas Bond on Appeal, April 4, 2023, on file; Notice of Posting Bond, April 5, 2023, on file.)

8. Defendants filed a Reply to the motion to stay on April 6, 2023, noting that they had posted a supersedeas bond and citing NRCP 62(d). (Reply at 6-7.)

9. The Court denied Defendants' motion to stay on April 10, 2023. While the Order references Defendants' Reply, it does not address the filing of the supersedeas bond or the automatic stay effect of NRCP 62(d).

10. Under NRCP 62(d), a stay of execution is automatic. Nonetheless, it is unclear whether the Court considered the filing of the supersedeas bond when denying the motion to stay.

11. Therefore, this motion on an order shortening time is necessary to clarify Defendants' legal obligations and to allow them to seek relief from the Nevada Supreme Court, if necessary.

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

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

14. 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 11th day of April 2023.

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

AFFIRMATION

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

DATED this 11th day of April, 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 HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 11th day of April, 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **DEFENDANTS' MOTION FOR CLARIFICATION OR RECONSIDERATION OF COURT'S ORDER DENYING MOTION FOR STAY OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS ENTERED JANUARY 26, 2023 AND THE MARCH 27, 2023 ORDER OVERRULING DEFENDANTS' OBJECTIONS RELATED THERETO, PENDING REVIEW BY THE NEVADA SUPREME COURT AND EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME** 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

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INDEX OF EXHIBITS

EXHIBIT NO.	DESCRIPTION	LENGTH OF EXHIBIT
A	Notice of Posting Supersedeas Bond	14
B	[Proposed] Order Granting Defendants' Application for Order Shortening Time	4

EXHIBIT A

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

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

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

Case No.: CV12-02222
Dept. No.: 10

**NOTICE OF POSTING SUPERSEDEAS
BOND**

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

ANDERS MECUA, individually; SHEPHERD MOUNTAIN, LLC; ROBERT BRUNNER, individually; AMY BRUNNER, individually; JEFF RIOPELLE, individually; PATRICIA M. MOLL, individually; DANIEL MOLL, individually; and DOE PLAINTIFFS 1 THROUGH 10, inclusive ,

Plaintiff(s),

v.

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

Defendant(s).

PLEASE TAKE NOTICE, that Defendants MEI-GSR Holdings, LLC, AM-GSR Holdings, LLC, and Gage Village Commercial Development, LLC have posted a supersedeas bond in the amount of one million one hundred three thousand nine hundred fifty and 99/100 dollars, (\$1,103,950.99) to secure the Court's January 26, 2023 and March 27, 2023 Orders wherein the Court overruled Defendants' Objection to Receiver's Calculations and ordered Defendants' to comply with the Order entered January 26, 2023, which included the deposit of \$1,103,950.99 into the Receiver's bank account, ("January 26, 2023 Order and the March 27, 2023 Order"). A true and correct copy of the bond is attached hereto as Exhibit "A".

The Final Judgment, January 26, 2023 Order, and the March 27, 2023 Order and all other orders, judgments, rulings, or decisions related thereto and made appealable thereby have been, or will be, appealed or challenged to the Nevada Supreme Court. Therefore, pending the disposition of the appellate proceedings, and in lieu of direct payment of \$1,103,950.99, Defendants have posted this bond as security. Any execution on the January 26, 2023 Order and/or the March 27, 2023 Order is now immediately stayed.

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AFFIRMATION

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

DATED this 5th day of April, 2023.

PISANELLI BICE PLLC

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

Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that on this 5th day of April, 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **NOTICE OF POSTING SUPERSEDEAS BOND** to all registered participants in this matter.

G. David Robertson, Esq., SBN 1001
Jarrad C. Miller, Esq., SBN 7093
Jonathan J. Tew, Esq., SBN 11874
ROBERSTON, JOHNSON, MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501
Tel: (775) 329-5600
jon@nvlawyers.com
jarrad@nvlawyers.com

Robert L. Eisenberg, Esq., SBN 0950
LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519
Telephone: (775) 786-6868
Facsimile: (775) 786-9716
rle@lge.net

Attorneys 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

/s/ Shannon Dinkel
An employee of PISANELLI BICE PLLC

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INDEX OF EXHIBITS

EXHIBIT NO.	DESCRIPTION	LENGTH OF EXHIBIT
A	Supersedeas Bond on Appeal	7

EXHIBIT A

1 **Code:**

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

8 **Albert Thomas, et. al.,**

9 **Plaintiff(s),**

Case No. CV12-02222

10 **vs.**

Dept. No. OJ41

11 **MEI-GSR HOLDINGS, LLC.et. al.,**

12 **Defendant(s).**
13 _____/

14
15 **SUPERSEDEAS BOND ON APPEAL**
16

17 The following was received at the Second Judicial District Court Filing office on April
18 4, 2023.

19
20 Affirmation pursuant to NRS 239B.030 / 603A.040: The undersigned hereby affirms that this document does not contain
the personal information of any person.

21
22 Dated April 4, 2023.

23
24 /s//s/ T. Britton

25 Deputy Clerk
26
27
28

DISTRICT COURT
WASHOE COUNTY,
NEVADA

BOND # 9423045

Albert Thomas, et al.

Plaintiffs,

vs.

MEI-GSR Holdings, LLC et al.

Defendants.

SUPERSEDEAS BOND ON APPEAL

Case No. CV12-02222

KNOW ALL MEN BY THESE PRESENTS:

That we, MEI-GSR Holdings, LLC, AM-GSR, LLC, Gage Village Commercial Development, LLC, as Principal, and Fidelity and Deposit Company of Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois and fully authorized to transact business in the State of Nevada, as Surety, are held and firmly bound unto Albert Thomas, et al. in the full sum of One Million One Hundred Three Thousand Nine

Hundred Fifty and 99/100 DOLLARS (\$ 1,103,950.99) in lawful money of the United States of America to be paid to the said Principal, their heirs, executors, administrators, successors and assigns for the payment of which well and truly to be made, the said principal and surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS order was rendered by the District Court of the State of Nevada, in the above entitled cause, in favor of Plaintiff's against the Defendants.

WHEREAS, the Defendants intend to appeal to the Supreme Court from the above mentioned order and the whole thereof, and said Defendants desires to suspend the execution of the Order above described pending appeal;

NOW THEREFORE, if the Order against the Defendants is affirmed, the order shall be satisfied, together with costs on the appeal, interest, in such amount however as shall not exceed the amount of this Bond, but if the Defendants shall prosecute his appeal with effect, this bond shall be of no force and effect.

IN WITNESS WHERE, the said Principal has signed these presents and the Surety has likewise signed and executed these presents this 31st day of March, 2023

MEI-GSR Holdings, LLC, AM-GSR, LLC,
Gage Village Commercial Development, LLC

Fidelity and Deposit Company of Maryland

BY:

BY:

Heather Saltarelli
Attorney-in-Fact

Heather Saltarelli

NEVADA RESIDENT AGENT:

BY:

Rachelle Castro Rheault, Non-Resident Agent
License No. 626067

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

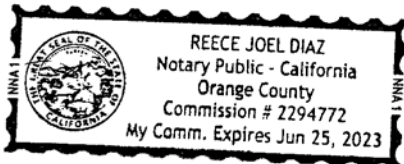
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On MAR 31 2023 before me, Reece Joel Diaz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Heather Saltarelli
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

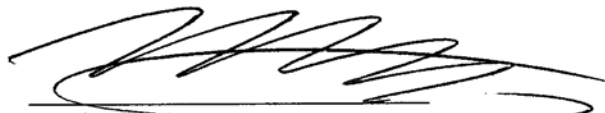
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

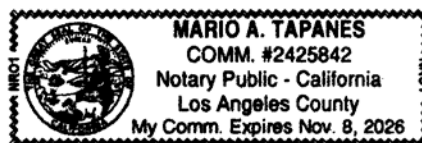
State of California)
) ss.
County of Los Angeles)

On **MARCH 31, 2023**, before me, **MARIO A. TAPANES**, a Notary Public, personally appeared **ALEX MERUELO** and **LUIS A. ARMONA**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Mario A. Tapanes
Notary Public



Notary Commission No. : 2425842
Commission Expires: 11/08/2026
Notary Phone: (562) 745-2355

The data below is not required by law and is for identification purposes only. The Notary does not attest to its truthfulness, accuracy, or validity. The failure to include any information below does not affect the validity of this certificate. Furthermore, the Notary Public completing this certificate does not verify the truthfulness, accuracy, or validity of the information below.

Signer Capacity:	Principals
Signer is Representing:	Doty Bros. Equipment Company
Title/Type of Document:	Certification Affidavit
Date of Document:	March 31, 2023
Number of Pages:	Two (2) excluding this Page and any other similar ones
Other Signers:	None

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"); by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James A. SCHALLER, Heather SALTARELLI, Mike PARIZINO, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA, Janice R. MARTIN, Leigh MCDONOUGH, Reece Joel DIAZ of **Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of March, A.D. 2022.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 16th day of March, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this _____ day of MAR 31 2023



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXHIBIT B

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 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**

On April 11, 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 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 ("the Motion").

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 be filed by _____ and emailed upon Defendants' counsel and the Court by no later than 5:00 p.m. on _____; and that any reply in support of Defendants' Motion be filed and served by email on Plaintiffs' counsel and the Court 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 11th day of April, 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

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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

EXHIBIT N

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' 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**

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

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

Plaintiff(s),

v.

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

Defendant(s).

I. INTRODUCTION

Here we go again, indeed.¹ Plaintiffs once more seek *over a million dollars* that they know is not accurately calculated by the Receiver while simultaneously trying to deprive Defendants of their appellate rights. Plaintiffs' efforts to obtain even more compensatory damages, in this instance, what Plaintiffs' claim to be their share of rental income allegedly generated from the rental of their Units, are occurring *after* a final judgment has been entered, *after* an appeal has been filed, and *after* Defendants have posted a supersedeas bond to fully secure the \$1,103,950.99 related to the Receiver's calculations (plus about *\$30 million dollars* in other bonds to secure the actual damage awards).

Under NRCP 62(d), a stay of execution is automatic and non-discretionary once a supersedeas bond has been filed and an appeal has been perfected. The only exception to the automatic, non-discretionary stay of execution is for an appeal from the initial appointment of a

¹ (Opp'n 3:3 ("Here we go again."))

1 receiver. Interim or interlocutory orders directing payments to, or disbursements from, a
2 receivership are automatically stayed when secured by an appellate supersedeas bond. Were it
3 otherwise, those interim orders like disbursements or payments would be effectively unreviewable,
4 and a later successful defendant would be unable to recoup amounts paid.

5 Setting aside that the stay of execution on the bonded amount is automatic and non-
6 discretionary, the bonded funds are not needed to effectuate the “interrelated” framework and orders
7 that the Court envisions in its on April 10, 2023 order denying the motion to stay. On April 12,
8 2023, Defendants deposited with the Court \$135,745.00 for Receivership expenses. Once properly
9 supported, these funds can be disbursed to the Receiver to finally begin, and end, his work. (Ex. C.)
10 Therefore, the Receiver has other funds available to it and the bonded amount is not necessary to
11 bring this action closer to resolution.

12 Accordingly, Defendants’ Motion for Clarification and/or Reconsideration should be
13 granted and execution on the \$1,103,950.99 should be stayed. At minimum, Defendants request a
14 14-day stay to renew this stay request with the Nevada Supreme Court.

15 **II. ARGUMENT**

16 **A. There Are Grounds to Clarify or Reconsider the Prior Denial of the Stay of** 17 **Execution.**

18 Plaintiffs contend there is no basis to clarify the status of the stay of execution or to seek
19 reconsideration. But a district court has inherent authority to clarify or even reconsider its orders.
20 Reconsideration should be granted when “new issues of fact or law are raised supporting a ruling
21 contrary to the ruling already reached.” *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d
22 244, 246 (1976). The Court should also grant reconsideration if the previous ruling is clearly
23 erroneous. *Masonry & Tile Contractors Ass’n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev.
24 737, 741, 941 P.2d 486, 489 (1997).²

25
26 ² This Motion complies with WDCR 12(8) and DCR 13(7) because it was timely filed within
27 14 days of the prior order. To the extent WDCR 12(8) and DCR 13(7) attempt to limit the Court’s
28 authority to reconsider orders or judgments, those local rules are invalid. *See W. Mercury, Inc. v.*
Rix Co., Inc., 84 Nev. 218, 222-23, 438 P.2d 792, 795 (1968) (explaining that local rules must not
conflict with the Nevada Rules of Civil Procedure); *see also* NRCP 83(a)(1) (“A local rule must be
consistent with ... these rules.”).

Here, Defendants had not yet obtained a supersedeas bond when they filed the initial Motion to Stay on March 28, 2023. In fact, the express purpose of the initial motion to stay was to allow Defendants a reasonable opportunity to obtain a supersedeas bond of such a sizeable amount. Before Defendants filed their reply in support of the initial stay motion, Defendants posted the supersedeas bond on April 4, 2023 and filed notice of posting the bond on April 5, 2023. (Ex. A.) On April 13, 2023, Defendants filed a notice of appeal from the April 10, 2023 amended final judgment, which includes the March 27, 2023 order overruling Defendants' Objection to Receiver's Calculations and the underlying January 26, 2023 order. (Notice of Appeal, April 13, 2023, on file.) Because the supersedeas bond was obtained and posted after the initial motion to stay was filed, and because the Court's Order denying the motion to stay does not expressly reference it, the supersedeas bond is likely a new fact that supports a contrary ruling. *Moore*, 92 Nev. at 405, 551 P.2d at 246.

Additionally, denying the automatic stay of execution after a supersedeas bond has been posted and after appeal has been taken is clearly erroneous as described below.

B. The Stay is Automatic and Nondiscretionary When a Supersedeas Bond is Posted.

Plaintiffs contend that NRCP 62(d)'s automatic, non-discretionary stay does not apply to interlocutory or interim receivership orders like orders to pay or disburse. Plaintiffs only cite NRCP 62(d)'s cross-reference to NRCP 62(a)(2) for this proposition. (Opp'n at 4.) In turn, NRCP 62(a)(2) states, "[a]n interlocutory or final *judgment* in an action for an injunction or a receivership is not automatically stayed, unless the court orders otherwise." (emphasis added).

By its plain terms, an NRCP 62(d) supersedeas bond does not automatically stay the appointment of a receiver in the first instance. Put differently, NRCP 62(a)(2)'s exception to NRCP 62(d)'s automatic stay directive does not apply to the initial implementation of a receivership. That's why an order appointing or refusing to appoint a receiver is immediately appealable under NRAP 3A(b)(4) just like a final *judgment*. A party has other appellate rights to challenge the initial appointment of a receiver and need not resort to a supersedeas bond to protect themselves.

But an NRCP 62(d) a supersedeas bond *does* stay interim orders related to a receivership after a receiver has been appointed. Or put differently again, NRCP 62(a)(2)'s exception to NRCP

62(d)'s automatic stay does not apply to other interim orders requiring payments to, or disbursements from, a receivership. The appellate rules do not provide for an immediate appeal from other interim receivership orders. Thus, NRCP 62(d)'s automatic stay with a supersedeas bond is the only mechanism to preserve appellate rights in circumstances like this one when a receiver has been appointed but Defendants have been ordered to pay substantial and disputed amounts to the Receiver. NRCP 62(a)(2)'s exception to the automatic stay does not apply to the orders at issue here. All interim payment and disbursement orders are stayed with the posting of a supersedeas bond.

NRS 15.040 confirms Defendants' reading. It states, "Whenever an order for the payment of a sum of money is made by a court, it may be enforced by execution in the same manner as if it were a judgment." NRCP 62(d) is the means to stay enforcement of a monetary judgment. And "[t]he stay is effective when the supersedeas bond is filed." NRCP 62(d)(1); *see also Clark Cnty. Off. of Coroner/Med. Exam'r v. Las Vegas Rev.-J.*, 134 Nev. 174, 176, 415 P.3d 16, 18 (2018) (noting "this court overruled *Public Service Commission* to the extent that it implied a stay is discretionary in such circumstances. [when a supersedeas bond has been posted]."); *see also Nelson v. Heer*, 121 Nev. 832, 834, 122 P.3d 1252, 1253 (2005) ("FRCP 62(d) allows an appellant to obtain a stay pending appeal *as of right upon the posting of a supersedeas bond for the full judgment amount*, but that courts retain the inherent power to grant a stay in the absence of a full bond.").

Plaintiffs' overreading of NRCP 62(a)(2) is obvious when looking at the other type of action referenced in NRCP 62(a)(2). In addition to receiverships, NRCP 62(a)(2) also references "an action for injunction." According to Plaintiffs' view, no order requiring immediate payment to an adversary could be automatically stayed by supersedeas bond anytime a complaint includes a request for injunctive relief. That position proves too much. Of course, interim or interlocutory orders requiring nonrecoverable monetary payments may be stayed when bonds are posted and appeals are filed during an action for injunction. Were it otherwise, defendants would lack appellate recourse simply because the plaintiffs also sought or even obtained an injunction. The same logic must apply to receivership actions. It is clear that only the initial imposition of a receivership (or

injunction) is *not* automatically stayed merely by posting a supersedeas bonds.³ The March 27, 2023 order overruling Defendants’ objection to the receivership calculation and the underlying January 26, 2023 order have been automatically stayed when Defendants posted the supersedeas bond and filed the appeal.

Plaintiffs point to no case law from Nevada (or anywhere) to support their strained interpretation of NRCP 62(a)(2). On the contrary, other cases recognize that interim receivership orders like disbursements – other than orders appointing the receiver in the first place – are entitled to an automatic stay once a supersedeas bond has been posted and defendants lose appellate rights without a bond. For example, in *Valley Federal Savings & Loan Association of Hutchinson, Kan. v. Aspen Accommodations, Inc.*, 716 P.2d 483 (Colo. App. 1986), a defendant tried to appeal from the appointment of the receiver and from later orders disbursing income. The Colorado Court of Appeals issued an order to show cause why the appeal should not be dismissed as moot. The court ultimately dismissed because the defendant did not post a supersedeas bond or otherwise seek a stay of the disbursement. The Court explained, “[s]ubsequent orders discharged the receiver ***and approved disbursement of income from the property collected by the receiver. Aspen neither sought a stay of the order appointing the receiver, applied for a supersedeas bond,*** nor appealed from either of the later orders.” *Id.* at 484 (emphasis added); *see also City Ice Co. of Kansas City v. Quivira Dev. Co.*, 30 P.2d 140, 141 (Kan. 1934) (approving receiver’s sale of a failed real estate project and disbursement of all funds where “no supersedeas bond or one to stay proceedings” was made in connection with objections before the sale, receiver’s report, and funds had been paid out).⁴

Unlike the defendant in *Aspen*, here, Defendants have posted a supersedeas bond (and sought a stay) to protect their appellate rights and to obtain a stay of execution for the challenged

³ Like initial orders appointing receivers, an initial order imposing an injunction is immediately appealable. NRCP 3A(b)(3). And parties may obtain a stay of the injunction pending appeal NRCP 62(c).

⁴ *See also Okyle v. Highbridge Fam. Laundry Serv.*, 179 Misc. 987, 987, 40 N.Y.S.2d 690 (Sup. Ct. 1942) (a receiver obtained a stay pending appeal of any order directing him to pay a lien. The court waived the requirement of a bond or security on appeal because of the amounts the receiver had on hand). It would be asymmetric to allow receivers to obtain a stay pending appeal by posting a bond to challenge disputed amounts but not allow the same right to a party ordered to pay money to a receiver.

1 amounts pending Supreme Court review. The stay of execution should be automatic now that a
2 supersedeas bond has been posted and an appeal filed.

3 **C. Defendants are Entitled to a Discretionary Stay, if Necessary.**

4 Although the stay of execution is automatic and nondiscretionary because Defendants have
5 appealed and filed a supersedeas bond, Plaintiffs argue that Defendants are not entitled to a
6 discretionary stay. (Opp’n at 5-6.) If the Court determines that the stay is not automatic, Defendants
7 are still entitled to a discretionary stay. *See* NRAP 8; *Mikohn Gaming Corp. v. McCrea*, 120 Nev.
8 248, 251, 89 P.3d 36, 38 (2004) (explaining factors for a stay pending appeal).

9 Plaintiffs repeat that they will suffer irreparable harm if they do not obtain supplemental
10 damages out of the disputed amount *to the Receiver*. (Opp’n at 5.) Notably, the Receiver to whom
11 the funds are to be paid has not opposed either the initial Motion to Stay or this Motion for
12 Clarification/Reconsideration. And Plaintiffs once more acknowledge that the Receiver’s
13 calculations could “turn out to provide an overpayment to Plaintiffs.” (*Id.*; *id.* at 6 (noting “any
14 unlikely overpayment to Plaintiffs”).⁵ But there is no irreparable harm when monetary amounts
15 are calculable. *Excellence Cmty. Mgmt. v. Gilmore*, 131 Nev. 347, 353, 351 P.3d 720, 723 (2015).

16 In any event, the Court did not deny the initial stay motion because of supposed irreparable
17 harm to Plaintiffs. The Court explained that payments to the Receiver along with other “orders
18 related to the termination of the Association and transfer of the property are all interrelated [so] it
19 would be inappropriate and premature for the Court to issue the stay of only a portion for that
20 framework as requested in the motion.” (Order Denying Defs.’ Mot. to Stay, April 10, 2023.)⁶

21 On April 12, 2023, Defendants deposited \$135,745.00 with the Court for the payment of
22 the Receiver’s March 31, 2023 invoice once the Court is satisfied that the invoiced amount is
23

24 ⁵ The Receiver has acknowledged to the parties and to this Court that he has not yet
25 determined whether the Plaintiffs’ accounts do, in fact, have current positive balances and has
26 further admitted that Plaintiffs’ account balances cannot be ascertained, although he “believes” that
27 the application of the recalculated fees, will result in all or most of the Plaintiffs’ account balances
28 to be positive amounts. (Receiver’s Motion for Orders & Instructions, filed 12/1/2022, pg. 4:26-
28;5:1-7.)

⁶ The Court could also stay the entire framework as it is being challenged on appeal from the
December 5, 2022 Order on Application for Temporary Restraining Order, and Motion for
Preliminary Injunction as well as in the appeal from the Amended Final Judgment.

reasonable, necessary, and actually incurred. (Notc. Of Interpleader of Funds, April 12, 2023, Ex. C.) This amount addresses the Court’s concerns about “issues of payment to the Receiver and his counsel” and facilitates the Receiver’s work, including winding up and completing “accurate rental information as well as the recalculated fees.” (*See* Order Denying Defs.’ Mot. to Stay at 2, April 10, 2023.)

Thus, the \$1,103,950.99 supersedeas-bond-funds are not needed to carry out the interrelated orders or the process referenced in the April 10, 2022 Order Denying Defendants’ Motion to Stay.⁷ The Receiver’s invoices, after being properly vetted, will be paid so the Receiver can complete his work and this proceeding brought to an end. The supersedeas bond secures the Plaintiffs’ collection if the Court’s orders are affirmed on appeal while simultaneously affording Defendants their appellate rights to challenge the awarded amounts. *See Am. Bonding Co. v. Roggen Enterprises*, 109 Nev. 588, 591, 854 P.2d 868, 870 (1993) (“The expressed purpose of posting a security bond is to protect a party from damages incurred as a result of a wrongful injunction, not from damages existing before the injunction was issued.”); *Nelson*, 121 Nev. at 835, 122 P.3d at 1254 (“The purpose of security for a stay pending appeal is to protect the judgment creditor’s ability to collect the judgment if it is affirmed by preserving the status quo and preventing prejudice to the creditor arising from the stay.”). The Court should rule that a stay is in place.

III. CONCLUSION

Defendants respectfully request that the Court clarify or reconsider that NRCP 62(d)’s automatic stay of execution applies to the Court’s January 26, 2023 Order on Receiver’s Motion for Orders & Instructions (filed 12/1/23) and the March 27, 2023 Order overruling Defendants’ Objection to Receiver’s Calculations Contained in Exhibit 1 Attached to Receiver’s Omnibus Reply to Parties Oppositions to the Receiver’s Motion for Orders & Instructions because Defendants have posted a supersedeas bond securing the \$1,103,950.99 amount and have filed an appeal.

⁷ Defendants do not waive any objections or arguments related to the Court supervised process outlined by the Court, including, but not limited to, the December 5, 2022 Order on Application for Temporary Restraining Order, and Motion for Preliminary Injunction or April 10, 2022 Order Denying Defendants’ Motion to Stay.

1 Alternatively, Defendants request a 14-day stay to renew their stay request with the Nevada
2 Supreme Court.

3 **AFFIRMATION**

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

6
7 DATED this 20th day of April, 2023.

8 PISANELLI BICE PLLC

9
10 By: /s/ Jordan T. Smith
11 Jordan T. Smith, Esq., #12097
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

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

15 *Attorneys for Defendants MEI-GSR*
16 *Holdings, LLC; Gage Village Commercial*
17 *Development, LLC; and AM-GSR Holdings, LLC*
18
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 20th day of April, 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **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** 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

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INDEX OF EXHIBITS

EXHIBIT NO.	DESCRIPTION	LENGTH OF EXHIBIT
C	Notice of Interpleader of Funds	9

EXHIBIT C

1 **2610**

2 ABRAN VIGIL, ESQ.
3 Nevada Bar No. 7548
4 ANN HALL, ESQ.
5 Nevada Bar No. 5447
6 DAVID C. McELHINNEY, ESQ.
7 Nevada Bar No. 0033
8 MERUELO GROUP, LLC
9 Legal Services Department
10 5th Floor Executive Offices
11 2535 Las Vegas Boulevard South
12 Las Vegas, NV 89109
13 Tel: (562) 454-9786
14 abran.vigil@meruelogroup.com
15 ann.hall@meruelogroup.com
16 david.mcelhinney@meruelogroup.com

17 *Attorneys for Defendants MEI-GSR Holdings,*
18 *LLC, AM-GSR Holdings, LLC, and GAGE*
19 *VILLAGE COMMERCIAL DEVELOPMENT,*
20 *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

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

15 ALBERT THOMAS, et. al.,

16 Plaintiff(s),

17 v.

18 MEI-GSR HOLDINGS, LLC., a Nevada
19 Limited Liability Company, AM-GSR
20 Holdings, LLC., a Nevada Limited Liability
21 Company, GRAND SIERRA RESORT UNIT
22 OWNERS' ASSOCIATION, a Nevada
23 Nonprofit Corporation, GAGE VILLAGE
24 COMMERCIAL DEVELOPMENT, LLC., a
25 Nevada Limited Liability Company, and DOES
26 I-X inclusive,

27 Defendant(s).

Case No. CV12-02222

Dept. No.: 10 (Senior Judge)

25 **NOTICE OF INTERPLEADER OF FUNDS**

26 COMES NOW, Defendant MEI-GSR HOLDINGS, LLC, by and through its attorneys, and
27 brings this Notice of Interpleader of Funds to the Court's attention and control, pursuant to NRC

28 22.

1 DATED this 12th day of April, 2023.

2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. BACKGROUND:**

4 On January 4, 2021, the Court ordered the Receiver to open a bank account in this matter
5 for his exclusive use and control, upon which he is the only signature. *See, Order January 4,*
6 *2021.* Despite multiple requests and the unambiguous Court Order to this effect, the Receiver has
7 never opened such an account. As recently as April 4, 2023, Defendants requested the Receiver
8 to provide the wiring instructions for this Court-ordered account. **Exhibit 1.** To date, neither the
9 Receiver nor his counsel have responded to any request for bank account information.

10 On April 8, 2023, the Receiver's counsel emailed all counsel a copy of an invoice for
11 Receiver Mr. Teichner and his counsel Stefanie Sharp totaling \$135,745.00. **Exhibit 2.** On April
12 10, 2023, this Court entered the Amended Final Judgment in this matter, upon which a notice of
13 entry of judgment was filed April 11, 2023.

14 Pursuant to Order dated January 7, 2015, "The Receiver is appointed for the purpose of
15 implementing compliance among all condominium units." *Order January 7, 2015.* On February
16 27, 2023, Condominium Hotel and individual condominium units were terminated by stipulation
17 filed by the Receiver and the parties, which was recorded on February 27, 2023. **Exhibit 3**
18 *(Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and Declaration*
19 *of Covenants, Conditions, Restrictions and Reservation of Easements.)* The Agreement sets forth
20 that at a meeting conducted "on January 18, 2023, more than 80% Units' Owners approved the
21 termination of the Condominium Hotel. The Condominium Hotel is terminated effective upon the
22 filing of this Agreement in the records of the Office of the County Recorder of Washoe County,
23 State of Nevada." **Exhibit 3.** The "Declaration [CC&Rs] is terminated effective upon the filing
24 of this Agreement in the records of the Office of the County Recorder of Washoe County, State of
25 Nevada."

26 At this point, there are no more "condominiums" or CC&Rs pursuant to the Recorded
27 Agreement to Terminate and NRS 116. Because the Receiver was appointed to ensure
28 compliance among "condominium units" which no longer exist, pursuant to the CC&Rs which no

1 longer exist, and he is to be paid into a bank account which has never existed, the Defendants
2 have no choice but to interplead the \$135,735, for the Court to decide what should be dispersed, if
3 any.
4

5 **II. ARGUMENT**

6 NRCP 22 provides in relevant part:

7 ...interpleader is proper even though:...the claims of several claimants lack a
8 common origin or adverse and independent rather than identical or the
9 [defendant] denies liability in whole or in part to any or all of the claimants...
10

11 "Interpleader is an equitable proceeding to determine the rights of rival claimants to
12 property held by a third person having no interest therein." *Balish v. Farnham*, 92 Nev. 133,
13 137, 546 P.2d 1297, 1299. "The purpose of interpleader is for the stakeholder to 'protect itself
14 against the problems posed by multiple claimants to a single fund.'" *Mack v. Kuckenmeister*,
15 619 F.3d 1010, 1024 (quoting *Minn. Mut. Life Ins. Co. v. Ensley*, 174 F.3d 977, 980 (9th Cir.
16 1990)).

17 Interpleader is appropriate here because the Receiver has billed \$135,735.00, to the Grand
18 Sierra Unit Owners' Association, which is insolvent and does not have funds to compensate the
19 Receiver. **Exhibit 2.** On February 27, 2023 there was a recordation of the Termination of the
20 GSRUOA and the Condominium Hotel in this matter. **Exhibit 3.** On April 11, 2023, there has
21 been an entry of the final amended judgment, there is no basis to compensate the Receiver for any
22 additional bills or invoices as the condominiums have been formally "terminated" by agreement
23 and operation of law by NRS 116.2118. Although the Plaintiffs requested the Receivership in
24 this matter, they have not paid any portion of his bills or assessments to ensure that he and/or his
25 attorney get paid. Neither the Receiver nor his attorney have made a motion to the Court for the
26 payment of their invoices, but Defendants are submitting the amount due as of March 31, 2023 in
27 good faith, though under protest, without waiving any rights or claims for reimbursement,
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1 recoupment, offset or otherwise.

2 The Defendants have requested the Receiver and his attorney submit wiring instructions to
3 Defendants so that Defendants could wire funds into his bank account that he should have opened
4 for this matter upon which he is the sole signature. *See, Order dated January 4, 2022.* Despite
5 repeated requests, including correspondence approximately a week ago, the Receiver and his
6 attorney refuse to open this account. **Exhibit 2.** The attached funds in the amount of
7 \$135,735.00 should be the amount that the Court disperses amongst the Receiver and his attorney
8 when the Court is satisfied that the bills were reasonable, necessary, and actually incurred

9 **III. CONCLUSION**

10 For the foregoing reasons, Plaintiff respectfully gives notice that the Court interplead the
11 attached \$135,735.00 funds and, after a proper application, award an reasonable, necessary, and
12 actually incurred amounts that are fair to compensate The Receiver Richard Teichner and his
13 attorney Stefanie Sharp. Contemporaneous with the filing of this motion, Defendant MEI-GSR
14 HOLDINGS, LLC, deposits \$135,735.00 with the Court.
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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18)
3 years, and I am not a party to, nor interested in, this action. On this date, I served a true and correct
4 copy of the foregoing by the method indicated and addressed to the following:

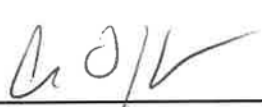
5 XX Via U.S. Mail
6 Via Overnight Mail
7 Via Hand Delivery
8 Via Facsimile
9 Via ECF

10 DATED this 11th day of APRIL, 2023.

11 **AFFIRMATION**

12
13 The undersigned does hereby affirm that this document does not contain the social security
14 number of any person.

15 DATED this 11TH Day of April, 2023.

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17 
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19 _____
20 Ann O. Hall
21
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[PAGES OMITTED]



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

1001 E. NINTH STREET
RENO, NV 89512
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Teresa A. Gearhart
Signature

February 27, 2023
Date

Teresa A. Gearhart
Printed Name

GSR.Payables@grandsierraresort.com

INVOICE NUMBER	DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
2056	3/31/2023	135,735.00	.00	135,735.00
VENDOR NAME		CHECK NUMBER	ISSUE DATE	CHECK TOTAL
WASHOE COUNTY DISTRICT COURT		81124	4/11/2023	135,735.00

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND CHECK SECURITY SCREEN. 

MEI-GSR Holdings LLC dba

Bank of America

94-72 / 1224 NV

DATE

CHECK NO.

81124



2500 East Second Street, Reno, NV 89595
GSR.Payables@grandsierraresort.com
(775)789-2067

4/11/2023

AMOUNT

\$****135,735.00

PAY One Hundred Thirty-Five Thousand Seven
Hundred Thirty-Five and 00/100 Dollars

TO THE WASHOE COUNTY DISTRICT COURT
ORDER 75 COURT ST.
OF RENO 89501

Two Signatures Required
Void 180 Days From Date of Issue

ACCOUNT NUMBER REDACTED

See Reverse Side For Easy Opening Instructions



MEI-GSR Holdings LLC

2500 E. Second Street
Reno, NV 89595

WASHOE COUNTY DISTRICT COURT
75 COURT ST.
RENO 89501

EXHIBIT O

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

) ORDER

) Case#: CV12-02222

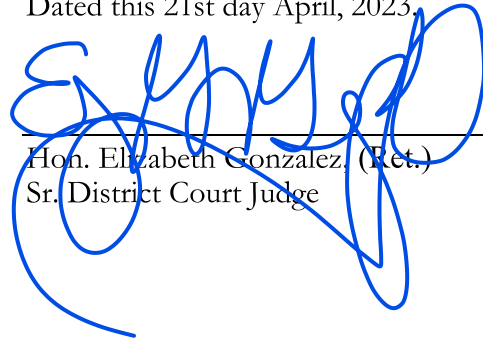
) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on DEFENDANTS' MOTION FOR CLARIFICATION OR RECONSIDERATION OF COURT'S ORDER DENYING MOTION FOR STAY OF ORDERS ("Motion for Reconsideration").¹ After consideration of the briefing, the Court grants, in part, the Motion for Reconsideration.

¹ This matter was briefed on shortened time. The court has also reviewed the Opposition filed April 17, 2023 and the Reply filed on April 20, 2023.

1 The Court grants a 14 day stay for the movant to seek relief from the Nevada Supreme Court.
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4 Dated this 21st day April, 2023,

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

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

Holly W. Krige

EXHIBIT P

1 **2610**

2 ABRAN VIGIL, ESQ.
3 Nevada Bar No. 7548
4 ANN HALL, ESQ.
5 Nevada Bar No. 5447
6 DAVID C. McELHINNEY, ESQ.
7 Nevada Bar No. 0033
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10 5th Floor Executive Offices
11 2535 Las Vegas Boulevard South
12 Las Vegas, NV 89109
13 Tel: (562) 454-9786
14 abran.vigil@meruelogroup.com
15 ann.hall@meruelogroup.com
16 david.mcelhinney@meruelogroup.com

17 *Attorneys for Defendants MEI-GSR Holdings,*
18 *LLC, AM-GSR Holdings, LLC, and GAGE*
19 *VILLAGE COMMERCIAL DEVELOPMENT,*
20 *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

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

15 ALBERT THOMAS, et. al.,

16 Plaintiff(s),

17 v.

18 MEI-GSR HOLDINGS, LLC., a Nevada
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25 Nevada Limited Liability Company, and DOES
26 I-X inclusive,

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Case No. CV12-02222

Dept. No.: 10 (Senior Judge)

25 **NOTICE OF INTERPLEADER OF FUNDS**

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28 22.

1 DATED this 12th day of April, 2023.

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3 **I. BACKGROUND:**

4 On January 4, 2021, the Court ordered the Receiver to open a bank account in this matter
5 for his exclusive use and control, upon which he is the only signature. *See, Order January 4,*
6 *2021.* Despite multiple requests and the unambiguous Court Order to this effect, the Receiver has
7 never opened such an account. As recently as April 4, 2023, Defendants requested the Receiver
8 to provide the wiring instructions for this Court-ordered account. **Exhibit 1.** To date, neither the
9 Receiver nor his counsel have responded to any request for bank account information.

10 On April 8, 2023, the Receiver's counsel emailed all counsel a copy of an invoice for
11 Receiver Mr. Teichner and his counsel Stefanie Sharp totaling \$135,745.00. **Exhibit 2.** On April
12 10, 2023, this Court entered the Amended Final Judgment in this matter, upon which a notice of
13 entry of judgment was filed April 11, 2023.

14 Pursuant to Order dated January 7, 2015, "The Receiver is appointed for the purpose of
15 implementing compliance among all condominium units." *Order January 7, 2015.* On February
16 27, 2023, Condominium Hotel and individual condominium units were terminated by stipulation
17 filed by the Receiver and the parties, which was recorded on February 27, 2023. **Exhibit 3**
18 *(Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and Declaration*
19 *of Covenants, Conditions, Restrictions and Reservation of Easements.)* The Agreement sets forth
20 that at a meeting conducted "on January 18, 2023, more than 80% Units' Owners approved the
21 termination of the Condominium Hotel. The Condominium Hotel is terminated effective upon the
22 filing of this Agreement in the records of the Office of the County Recorder of Washoe County,
23 State of Nevada." **Exhibit 3.** The "Declaration [CC&Rs] is terminated effective upon the filing
24 of this Agreement in the records of the Office of the County Recorder of Washoe County, State of
25 Nevada."

26 At this point, there are no more "condominiums" or CC&Rs pursuant to the Recorded
27 Agreement to Terminate and NRS 116. Because the Receiver was appointed to ensure
28 compliance among "condominium units" which no longer exist, pursuant to the CC&Rs which no

1 longer exist, and he is to be paid into a bank account which has never existed, the Defendants
2 have no choice but to interplead the \$135,735, for the Court to decide what should be dispersed, if
3 any.
4

5 **II. ARGUMENT**

6 NRCP 22 provides in relevant part:

7 ...interpleader is proper even though:...the claims of several claimants lack a
8 common origin or adverse and independent rather than identical or the
9 [defendant] denies liability in whole or in part to any or all of the claimants...
10

11 "Interpleader is an equitable proceeding to determine the rights of rival claimants to
12 property held by a third person having no interest therein." *Balish v. Farnham*, 92 Nev. 133,
13 137, 546 P.2d 1297, 1299. "The purpose of interpleader is for the stakeholder to 'protect itself
14 against the problems posed by multiple claimants to a single fund.'" *Mack v. Kuckenmeister*,
15 619 F.3d 1010, 1024 (quoting *Minn. Mut. Life Ins. Co. v. Ensley*, 174 F.3d 977, 980 (9th Cir.
16 1990)).

17 Interpleader is appropriate here because the Receiver has billed \$135,735.00, to the Grand
18 Sierra Unit Owners' Association, which is insolvent and does not have funds to compensate the
19 Receiver. **Exhibit 2.** On February 27, 2023 there was a recordation of the Termination of the
20 GSRUOA and the Condominium Hotel in this matter. **Exhibit 3.** On April 11, 2023, there has
21 been an entry of the final amended judgment, there is no basis to compensate the Receiver for any
22 additional bills or invoices as the condominiums have been formally "terminated" by agreement
23 and operation of law by NRS 116.2118. Although the Plaintiffs requested the Receivership in
24 this matter, they have not paid any portion of his bills or assessments to ensure that he and/or his
25 attorney get paid. Neither the Receiver nor his attorney have made a motion to the Court for the
26 payment of their invoices, but Defendants are submitting the amount due as of March 31, 2023 in
27 good faith, though under protest, without waiving any rights or claims for reimbursement,
28

1 recoupment, offset or otherwise.

2 The Defendants have requested the Receiver and his attorney submit wiring instructions to
3 Defendants so that Defendants could wire funds into his bank account that he should have opened
4 for this matter upon which he is the sole signature. *See, Order dated January 4, 2022.* Despite
5 repeated requests, including correspondence approximately a week ago, the Receiver and his
6 attorney refuse to open this account. **Exhibit 2.** The attached funds in the amount of
7 \$135,735.00 should be the amount that the Court disperses amongst the Receiver and his attorney
8 when the Court is satisfied that the bills were reasonable, necessary, and actually incurred

9 **III. CONCLUSION**

10 For the foregoing reasons, Plaintiff respectfully gives notice that the Court interplead the
11 attached \$135,735.00 funds and, after a proper application, award an reasonable, necessary, and
12 actually incurred amounts that are fair to compensate The Receiver Richard Teichner and his
13 attorney Stefanie Sharp. Contemporaneous with the filing of this motion, Defendant MEI-GSR
14 HOLDINGS, LLC, deposits \$135,735.00 with the Court.
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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18)
3 years, and I am not a party to, nor interested in, this action. On this date, I served a true and correct
4 copy of the foregoing by the method indicated and addressed to the following:

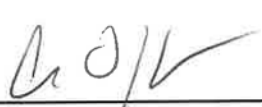
5 XX Via U.S. Mail
6 Via Overnight Mail
7 Via Hand Delivery
8 Via Facsimile
9 Via ECF

10 DATED this 11th day of APRIL, 2023.

11
12
13 **AFFIRMATION**

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

16 DATED this 11TH Day of April, 2023.

17
18 
19 _____
20 Ann O. Hall
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INDEX OF EXHIBITS

1. April 4, 2023 Email Correspondence to Receiver's Counsel7 pp.
2. April 8, 2023 Email Correspondence with Receiver's Invoice8 – 12 pp.
3. February 27, 2023 Recorded Agreement to Terminate Condominium Hotel, Condominium Hotel
Association, and Declaration of Covenants, Conditions, Restrictions and Reservation of
Easements 13 - 27 pp.

Exhibit 1

Iliana Godoy

Subject: RE: Payment of rental income to the Receiver and counsel

From: David McElhinney <David.McElhinney@meruelogroup.com>

Date: April 11, 2023 at 3:17:15 PM PDT

To: Ann Hall <Ann.Hall@meruelogroup.com>

Subject: FW: Payment of rental income to the Receiver and counsel

From: David McElhinney

Sent: Tuesday, April 4, 2023 4:40 PM

To: 'Stefanie Sharp' <ssharp@rssblaw.com>

Cc: 'Jarrad Miller' <jarrad@nvlawyers.com>; Briana Collings <briana@nvlawyers.com>; Abran Vigil <abran.vigil@meruelogroup.com>; Ann Hall <ann.hall@meruelogroup.com>; Jordan T. Smith <JTS@pisanellibice.com>

Subject: Payment of rental income to the Receiver and counsel

Ms. Sharp, in order to break this deadlock Defendant MEI-GSR Holdings, LLC. is going to make a lump sum payment of rental income to the Receiver in a sufficient amount to get your office and the Receiver paid on outstanding invoices and provide some additional funds for future invoices. MEI-GSR Holdings LLC is making this rental income payment in a good faith effort to break the deadlock so that the Receiver will attend to his Court ordered responsibilities and under a full reservation of rights to seek off-sets and/or reimbursement should all, or any portion of this matter be reversed, overturned and/or remanded on appeal. As you know the true-up process required under the 7th Amended CC&Rs is underway for 2022, but will not be completed until April 30, 2023. There are certain categories of expense, including but not limited to, energy/natural gas and labor, where the actual costs turned out to be exponentially higher than the budgeted amounts. Based upon the estimated true-up, pursuant to the 7th Amended CC&Rs, as well as the Reserve contributions, the Plaintiffs will likely owe Defendants additional costs that continue to exceed their portion of the gross rental income.

Please provide me with wiring instructions to the Receiver's separate account on which he has sole signatory authority, that is required to be established by the Receiver per the Court's January 4, 2022, Order Granting Plaintiffs' Motion to Stay Special Assessment, (pg. 5:13-16); and January 4, 2022 Order Granting Receiver's Motion for Orders & Instructions, (pg. 8:6-9). Once you provide us with the wiring instructions to the separate account we will wire the funds. Thank you, David



David McElhinney

Associate General Counsel

o:775.789.5330

c:562.413.8528

david.mcelhinney@meruelogroup.com

Exhibit 2

Iliana Godoy

From: Stefanie Sharp <ssharp@rssblaw.com>
Sent: Saturday, April 8, 2023 8:24 AM
To: David McElhinney; Jarrad Miller
Cc: 'Polenberg, Daniel F.'; Hayes, Dawn; 'Helm, Jessica'; 'Hess, Jennifer'; Hostetler, Jennifer; Leslie Lucero; Abran Vigil; Ann Hall; Iliana Godoy; Briana Collings; 'rle@lge.net'; 'tra@lge.net'; 'Brantley, Adrienne'; Richard Teichner
Subject: RE: Receiver's Invoice for March 2023
Attachments: Invoice for Receiver's services for March 2023 - GSRUOA.pdf

Gentlemen: Please see the attached invoice.

Best regards,

Stefanie Sharp

Stefanie T. Sharp, Esq.



Robison | Sharp | Sullivan | Brust

71 Washington Street
Reno, NV 89503
Phone - 775.329.3151
Fax - 775.329.7941
www.rssblaw.com

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**TEICHNER ACCOUNTING
FORENSICS & VALUATIONS, PLLC**

March 31, 2023

Invoice No. 2056

Grand Sierra Resort Unit Owners' Association

Richard Teichner, Receiver
c/o Associa Sierra North
10509 Professional Circle, #200
Reno, Nevada 89521

and

c/o David C. McElhinney, Esq., on behalf of
MEI-GSR, LLC and Grand Sierra Unit Owners' Association
Lewis Roca Rothgerber Christie LLP
One East Liberty Street, Suite 300
Reno, Nevada 89501-2128

Re: Grand Sierra Resort Unit Owners' Association In Receivership

Receiver services for month of March 2023. Detailed schedule attached.

Teichner 6.0 hr. @\$350	\$2,100
Staff 0 hr. @\$200	0
Total of Receiver's services for the month	\$2,100
Receiver's attorney services - Robison, Sharp, Sullivan & Brust, for the month	1,068
Receiver's attorney's finance charges for March	1,007
Total for month	\$4,175
Balance of prior months' billings	131,560
Total balance due	<u>\$135,735</u>

Detail of Billing for the Month of March 2023
Grand Sierra Resort Unit Owners' Association In Receivership

Hourly					Description
Date	Name	Rate	Duration	Extension	
03/01/23	Teichner	350	0.70	245.00	Review and revise draft of minutes of GSRUOA board meeting. Review certain prior Court Orders in order to determine various requests for orders and instructions to be made in a filing with the Court.
03/10/23	Teichner	350	1.00	350.00	When to bank to open Receiver account. Issue arose that bank said will address with its legal dept on the 13th.
03/12-13/23	Teichner	350	1.00	350.00	Various email exchanges, including emails with Ms. Taranlino regarding insurance coverage matters and other issue regarding termination of the GSRUOA. Approval of GSRUOA.
03/14/23	Teichner	350	0.30	105.00	Review and make major revisions to a posting by Ms. Taranlino on Town Sq containing information for the unit owners that the winding up of the affairs of the UOA, including the rental of the units and the continuation of monthly fees to be billed to them, are all pursuant to the rulings of the Court, which will oversee the process.
03/22/23	Teichner	350	2.30	805.00	Letter to Judge Gonzales regarding emergency judicial action by the Court in accordance with Order Appointing Receiver and Directing Defendants' Compliance, filed on January 7, 2015.
03/23/23	Teichner	350	0.40	140.00	Finalize letter and send to Judge Gonzales.
03/24/23	Teichner	350	0.30	105.00	On telephone call with Judge and counsel for Plaintiffs and Defendants. Follow-up with response regarding Motion to Compel.
Totals					
				<u>6.00</u>	
				<u>2,100.00</u>	

Exhibit 3

APNS: 012-211-24; 012-211-28; 012-211-36;
012-491-01; 012-491-02; 012-491-04;
012-491-05; 012-491-08; 012-491-12;
012-491-13; 012-492-01 through 012-492-06;
012-492-08; 012-492-08; 012-492-14 through
012-492-16; 012-492-18; 012-493-01; 012-493-02;
012-493-04 through 012-493-06

DOC #5365056

02/27/2023 08:44:06 AM
Electronic Recording Requested By
LEACH KERN GRUCHOW ANDERSON SO
Washoe County Recorder
Kalie M. Work
Fee: \$43.00 RPTT: \$0
Page 1 of 15

When recorded please mail to:
Grand Sierra Resort Unit Owners Association
c/o Associa Sierra North
10509 Professional Circle #200
Reno, NV 89521

The undersigned hereby affirms that this document,
including any exhibits, submitted for recording does not
contain the social security number of any person or
persons. (Per NRS 239B.030)

**AGREEMENT TO TERMINATE CONDOMINIUM HOTEL, CONDOMINIUM HOTEL
ASSOCIATION, AND DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS**

Condominium Hotel : Hotel-Condominiums At Grand Sierra Resort
Association : Grand Sierra Resort Unit – Owner’s Association
Declaration : Declaration of Covenants, Conditions, Restrictions and Reservation
of Easements for Hotel-Condominiums at Grand Sierra Resort
recorded December 15, 2006 as Document No. 3475705, Official
records Washoe County, Nevada and all amendments thereto,
including but not limited to the Seventh Amendment to
Condominium Declaration of Covenants, Conditions, Restrictions
and Easements for Hotel-Condominiums at Grand Sierra Resort
recorded June 27, 2007 as Document No. 3548504 and the Ninth
Amendment to Condominium Declaration of Covenants, Conditions,
Restrictions and Easements for Hotel-Condominiums at Grand Sierra
Resort re-recorded November 30, 2021 as Document No. 5253317.
Real Property : The legal description is included in Exhibit A attached hereto. This
legal description is Exhibit A from the Declaration.

The undersigned Hotel Unit Owner and the owners of units at the Condominium Hotel
representing at least eighty percent (80%) of the votes in the Association defined above (the “80%
Units’ Owners”) hereby agree as follows:

1. Termination of Condominium Hotel. At a meeting conducted by the Association on January 18, 2023 (the "Meeting"), Hotel Unit Owner and 80% Units' Owners approved the termination of the Condominium Hotel. The Condominium Hotel is terminated effective upon the filing of this Agreement in the records of the Office of the County Recorder of Washoe County, State of Nevada.

2. Sale of Common Elements, Shared Components, and Units. Following termination of the Condominium Hotel, all of the common elements, shared components, and units of the Condominium Hotel shall be sold pursuant to the terms of a subsequently drafted Agreement for Sale of Condominium Hotel Interests and further Court Order from the Second Judicial District Court of the State of Nevada in and for the County of Washoe in Case No. CV12-02222 ("Receivership Action"). Pursuant to NRS 116.2118(5), approval of the yet to be drafted Agreement for Sale of Condominium Hotel Interests must take place at a meeting and receive approval from the Hotel Unit Owner and 80% of the Units' Owners and be approved by the Court in the Receivership Action.

3. Approval of Sale of Real Estate. At the Meeting, Hotel Unit Owner and 80% Units' Owners authorized the Association controlled by the Receiver appointed in the Receivership Action, on behalf of the Units' Owners, to contract for the sale of real estate owned by the Units' Owners in the Condominium Hotel. For all real estate to be sold following termination, title to that real estate, upon execution of this termination agreement, vests in the Association with the Receiver as trustees for the holders of all interests in the units. And as long as the Association hold title to the real estate, each of the Unit's Owners shall have a right of occupancy as provided in the Declaration and during that period of occupancy, each of the Units' Owners shall remain liable for all assessments, shared expenses and other obligations imposed on Units' Owners by applicable Nevada law or the Declaration.

4. Termination of Association. At the Meeting, Hotel Unit Owner and 80% of Units' Owners approved the termination of the Association. The Association defined above now has all powers necessary and appropriate to affect the sale. Until the sale has been concluded and the proceeds thereof distributed upon Court approval in the Receivership Action, the Association continues in existence with all powers it had before termination under the receivership. Upon execution of the sale documents and distribution of the proceeds and an order issued in the Receivership Action the Association will be terminated.

5. Termination of Declaration. The Declaration is terminated effective upon the filing of this Agreement in the records of the Office of the County Recorder of Washoe County, State of Nevada unless otherwise ordered by the Court in the Receivership Action, or the Association is terminated in accordance with paragraph 4 herein. A Rescission and Notice of Termination of the Declaration shall also be recorded on or before the date identified in Section 8 below.

6. Severability. If any provision of this Agreement is held to be invalid or unenforceable to any extent, the invalidity or unenforceability of that provision shall not affect any other provision of this Agreement so long as the essential terms of the transactions contemplated

by this Agreement remain enforceable or otherwise ordered in the Receivership Action. The stricken provision or part shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision or part as is legally possible so as to effect the original intent of the parties as closely as possible. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, the entire Agreement is to be held unenforceable.

7. Compliance. To the extent that any provisions of this Agreement, should be deleted, modified, or amended in order to comply with the provisions of the Declaration or Nevada Revised Statutes, those provisions shall be deleted, modified, or amended accordingly in a self-executing manner to the same extent necessary to achieve compliance and achieve the essential purposes of this Agreement unless otherwise ordered in the Receivership Action. All other terms of this Agreement shall remain in full force and effect.

8. Effectiveness of Agreement. This Agreement will be void unless it is recorded on or before December 1, 2050.

9. General Provisions. This Agreement may be executed in counterparts and may be further altered by Court Order.

[End of Page – Signatures Follow]

EXECUTION

The parties executed this Agreement as of January 25, 2023.

HOTEL UNIT OWNER:

MEI-GSR HOLDINGS, LLC,
a Nevada limited liability company

By: _____
Alex Meruelo
Manager

80% of UNITS' OWNERS:

AM-GSR HOLDINGS LLC
a Nevada limited liability company

By: _____
Alex Meruelo
Manager

GAGE VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a California
limited liability company

By: _____
Alex Meruelo
Manager

CERTIFICATION ON NEXT PAGE

Certification

The undersigned, hereby certifies, under penalty of perjury, that this Agreement to Terminate (a) was provided to its members for action and that at least eighty percent (80%) voted in favor of termination of the Association and termination of the Declaration; (b) that the affirmative action was taken by those members whose votes are recorded in the official records of the Association, and (c) that such affirmative vote conforms with the requirements found in the Declaration.

ASSOCIATION:

Grand Sierra Resort Unit-Owners Association, A
Nevada Nonprofit Corporation

By:

Richard M. Teichner
Richard M. Teichner, Receiver

STATE OF NEVADA)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023, by Alex Meruelo as Manager of MEI-GSR Holdings, LLC, a Nevada limited liability company, as manager of AM-GSR HOLDINGS LLC, a Nevada limited liability company, and as manager of GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a California limited liability company

Notary Public

STATE OF NEVADA)
)
COUNTY OF WASHOE)

Richard M. Teichner This instrument was acknowledged before me on 2/13, 2023, by *Richard M. Teichner* as Receiver of Grand Sierra Resort Unit-Owners Association, a Nevada nonprofit corporation.

Sandra J. Murphy
Notary Public



Certification

The undersigned, hereby certifies, under penalty of perjury, that this Agreement to Terminate (a) was provided to its members for action and that at least eighty percent (80%) voted in favor of termination of the Association and termination of the Declaration; (b) that the affirmative action was taken by those members whose votes are recorded in the official records of the Association, and (c) that such affirmative vote conforms with the requirements found in the Declaration.

ASSOCIATION:

Grand Sierra Resort Unit-Owners Association, A
Nevada Nonprofit Corporation

By: _____
Richard M. Teichner, Receiver

STATE OF NEVADA)
)
COUNTY OF _____)

SEE ATTACHED

This instrument was acknowledged before me on _____, 2023, by Alex Meruelo as Manager of MEI-GSR Holdings, LLC, a Nevada limited liability company, as manager of AM-GSR HOLDINGS LLC, a Nevada limited liability company, and as manager of GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a California limited liability company

Notary Public

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2023, by _____ as Receiver of Grand Sierra Resort Unit-Owners Association, a Nevada nonprofit corporation.

Notary Public

ACKNOWLEDGMENT

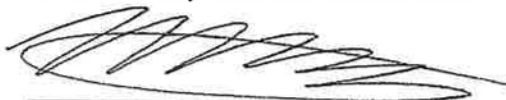
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
 County of Los Angeles)

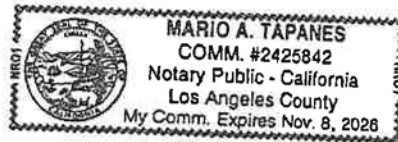
On **JANUARY 25, 2023**, before me, **MARIO A. TAPANES**, a Notary Public, personally appeared **ALEX MERUELO**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Mario A. Tapanes
Notary Public



Notary Commission No. : 2425842
 Commission Expires: 11/08/2026
 Notary Phone: (562) 745-2355

The data below is not required by law and is for identification purposes only. The Notary does not attest to its truthfulness, accuracy, or validity. The failure to include any information below does not affect the validity of this certificate. Furthermore, the Notary Public completing this certificate does not verify the truthfulness, accuracy, or validity of the information below.

Signer Capacity:	Manager of entities set forth below
Signer is Representing:	MEI-GSR Holdings LLC; AM-GSR Holdings LLC; Gage Village Commercial Development, LLC
Title/Type of Document:	Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and Declaration of Covenants, Restrictions and Reservation of Easements
Date of Document:	January 25, 2023
Number of Pages:	Twelve (12) excluding this page

EXHIBIT A

Legal Description

The land referred to herein is situated in the State of Nevada,
County of, described as follows:

PARCEL 1:

All that certain lot, piece or parcel of land situated in
the City of Reno, County of Washoe, State of Nevada,
Section Seven (7), Township Nineteen (19) North, Range
Twenty (20) East, N.D.M.:

BEGINNING at the Northwest corner of Parcel Map No. 340,
recorded November 10, 1976, Official Records, Washoe County,
Nevada, said POINT OF BEGINNING being further described as
lying on the Southerly right of way of Glendale Avenue;

THENCE North 88°15'47" East along said Southerly right of
way 347.44 feet to a found 5/8" rebar with cap, stamped
"Summit Engineers RLS 4787", said point also being the
Northeast corner of Parcel 1 of Parcel Map 338, recorded
November 10, 1976, Official Records, Washoe County, Nevada;

THENCE South 00°06'54" East along the East line of said
Parcel 1, a distance of 208.59 feet;

THENCE South 89°53'06" West, 174.30 feet;

THENCE South 00°05'54" East, 158.86 feet to the South line
of said Parcel 2;

THENCE North 89°23'54" West along said South line, a
distance of 174.31 feet to a found 5/8" rebar, being the
Southwest corner of said Parcel 1;

THENCE North 00°05'36" East along the West line of Parcel 1,
a distance of 355.44 feet to the POINT OF BEGINNING.

Said parcel is also shown as Adjusted Parcel 2 on Record of
Survey No. 3004.

APN: 012-211-24.

PARCEL 1-A:

A non-exclusive easement for the right, privilege and authority
Continued on next page

for the purpose only of ingress and egress of vehicles and/or persons in, upon and over the roadway and cuts, located on the land and premises, situated in the County of Washoe, State of Nevada, described as follows:

The following describes a parcel of ground located within the South 1/2 of Section 7, Township 19 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada, and being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel B, as shown on Parcel Map No. 227, filed in the office of the Washoe County Recorder on the 28th day of February, 1976, File No. 397925; thence South $89^{\circ}23'54''$ East, 51.51 feet;

THENCE North $89^{\circ}53'06''$ East, 10.00 feet to the true point of beginning; thence North $0^{\circ}06'54''$ West, 29.91 feet, thence 15.71 feet on the arc of a tangent curve to the left, having a radius of 10.00 feet and a central angle of $90^{\circ}00'00''$; thence North $0^{\circ}06'54''$ West, 50.00 feet; thence 15.71 feet on the arc of a curve to the left whose tangent bears North $89^{\circ}53'06''$ East, having a radius of 10.00 feet and a central angle of $90^{\circ}00'00''$; thence North $0^{\circ}06'54''$ West, 80.00 feet; thence 15.71 feet on the arc of a tangent curve to the left, having a radius of 10.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE North $0^{\circ}06'54''$ West, 50.00 feet; thence 15.71 feet on the arc of a curve to the left, whose tangent bears North $89^{\circ}53'06''$ East, having a radius of 10.00 feet and a central angle of $90^{\circ}00'00''$; thence North $0^{\circ}06'54''$ West, 90.00 feet;

THENCE 15.55 feet on the arc of a tangent curve to the right, having a radius of 9.72 feet and a central angle of $91^{\circ}37'19''$ to a point on the Southerly right of way of Glendale Avenue; thence along said Southerly right of way line North $88^{\circ}15'47''$ East, 69.74 feet; thence departing said Southerly right of way line, 15.42 feet on the arc of a curve to the right, whose tangent bears South $88^{\circ}15'47''$ West, having a radius of 10.00 feet and a central angle of $88^{\circ}22'41''$; thence South $0^{\circ}06'54''$ East, 361.61 feet; thence South $89^{\circ}53'06''$ West, 50.00 feet to the true point of beginning.

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EXCEPT all that portion of said easement lying within the hereinabove described Parcel 1.

Document Number 2292338 is provided pursuant to the requirements of Section 1. NRS 111.312

PARCEL 2:

A portion of the North Half (N 1/2) of Section 18, Township 19 North, Range 20 East, M.D.M., more particularly described as follows:

COMMENCING at the Section corner common to Sections 7, 8, 17 and 18, Township 19 North, Range 20 East, M.D.M. and proceeding South 10°25'59" East, a distance of 99.98 feet to a 1/2 inch diameter pin, said pin being at the Northeast corner of that land conveyed from Matley, et al, to Lee Brothers, in a deed recorded as Document No. 306898 of the Official Records of Washoe County, Nevada; thence North 89°00'20" West, along the Northerly line of said Parcel, a distance of 563.20 feet to a 1/2 inch diameter iron pin; thence South 00°59'40" West, a distance of 187.77 feet to a 1/2 inch diameter iron pin; thence North 84°35'28" West, a distance of 24.46 feet to the TRUE POINT OF BEGINNING; thence North 84°35'28" West, a distance of 231.51 feet; thence South 00°54'52" West, a distance of 370.06 feet to a galvanized steel fence post; thence North 54°40'01" West, a distance of 335.84 feet to a point on the Southerly right of way line of Greg Street; thence along the Southerly right of way line of Greg Street the following four (4) courses and distances: 1) North 47°58'37" East, a distance of 232.02 feet; 2) from a tangent which bears the last named course, along a circular curve to the right with a radius of 760.00 feet and a central angle of 19°23'42", an arc length of 257.27 feet to a point of compound curvature; 3) along said compound circular curve to the right with a radius of 45.00 feet and central angle of 83°54'13", an arc length of 65.90 feet; 4) South 28°43'28" East a distance of 134.97 feet to the TRUE POINT OF BEGINNING, all as shown and set forth on that certain Record of Survey for MGM GRAND, filed in the office of the County Recorder of Washoe County, Nevada, on November 24, 1981, as File No. 769946.

APN: 012-231-29

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Document Number 2292339 is provided pursuant to the requirements of Section 1. NRS 111.312

PARCEL 1:

A parcel of land situate in Sections 7 & 18, Township 19 North, Range 20 East, N.D.M., Reno, Washoe County, Nevada, and more particularly described as follows:

Beginning at the intersection of the Northerly line of Mill Street with the Easterly line of U.S. Highway 395 as shown on Record of Survey Map Number 1518, File Number 769946 of the Official Records of Washoe County, Nevada, from which the Northeast corner of said Section 18 bears North $86^{\circ}22'05''$ East a distance of 3260.13 feet; thence along the Easterly line of Interstate 580 the following eight (8) courses and distances: 1) North $09^{\circ}34'52''$ West, a distance of 352.44 feet; 2) North $03^{\circ}28'05''$ West, a distance of 425.16 feet; 3) North $01^{\circ}26'55''$ West, a distance of 498.41 feet; 4) North $01^{\circ}24'09''$ West, a distance of 434.30 feet; 5) from a tangent which bears North $01^{\circ}25'23''$ West, along a circular curve to the right with a radius of 858.06 feet and a central angle of $36^{\circ}09'39''$, an arc length of 541.54 feet; 6) from an tangent which bears North $34^{\circ}44'16''$ East along a circular curve to the left with a radius of 900.00 feet and a central angle of $28^{\circ}28'08''$, an arc length of 447.19 feet; 7) North $06^{\circ}16'08''$ East a distance of 117.19 feet; 8) from a tangent which bears the last named course, along a circular curve to the right with a radius of 61.15 feet and a central angle of $83^{\circ}37'45''$, an arc length of 89.26 feet to a point on the Southerly line of Glendale Avenue; thence along the Southerly line of Glendale Avenue the following four (4) courses and distances: 1) North $89^{\circ}53'57''$ East, a distance of 196.41 feet; 2) North $00^{\circ}06'21''$ East, a distance of 4.00 feet; 3) North $89^{\circ}53'57''$ East, a distance of 11.17 feet; 4) North $88^{\circ}16'07''$ East, a distance of 80.83 feet to a point on the Westerly line of Watson and Meehan Corporation Property, said point being the Northeastly corner of Parcel No. 1, as shown on the Parcel Map No. 340, filed in the Office of Washoe County Recorder on November 10, 1976 File No. 434483; thence along the Westerly, Southerly, and Easterly lines of said Watson and Meehan Corporation Property the following three (3) courses and distances: 1) South $00^{\circ}05'56''$ West, a distance of 355.44 feet; 2) South

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89°23'34" East, a distance of 348.62 feet; 3) North 00°06'34" West, a distance of 369.63 feet to a point on the Southerly right of way line of Glendale Avenue, said point being the Northeast corner of Parcel No. 1, as shown on the Parcel Map No. 338, filed in the Office of Washoe County Recorder on November 10, 1976, File No. 434451; thence North 88°16'07" East, along the Southerly right of way line of Glendale Avenue, a distance of 156.65 feet; thence South 02°12'06" East a distance of 4.24 feet to the Northeast corner of a concrete block wall, thence South 02°12'06" East, along Easterly face of said block wall, a distance of 13.05 feet to an angle point in said block wall; thence North 88°00'20" East, along the Northerly line of said block wall, a distance of 61.31 feet to a chain link fence; thence along said chain link fence the following seventeen (17) courses and distances; 1) South 88°11'19" East, a distance of 10.04 feet; 2) South 79°03'12" East, a distance of 10.54 feet; 3) South 70°04'24" East, a distance of 9.08 feet; 4) South 56°48'54" East, a distance of 10.33 feet; 5) South 52°50'24" East, a distance of 49.76 feet; 6) South 49°03'32" East, a distance of 10.57 feet; 7) South 38°43'47" East, a distance of 79.93 feet; 8) South 41°22'11" East, a distance of 10.14 feet; 9) South 48°20'20" East, a distance of 10.07 feet; 10) South 54°50'53" East, a distance of 10.04 feet; 11) South 59°44'13" East, a distance of 39.96 feet; 12) South 50°21'10" East, a distance of 10.37 feet; 13) South 39°50'28" East, a distance of 10.12 feet; 14) South 31°57'47" East, a distance of 105.60 feet; 15) South 20°08'38" East, a distance of 76.52 feet; 16) South 34°19'10" East, a distance of 165.32 feet; 17) South 14°17'58" East, a distance of 279.78 feet; thence along a line that is more or less coincident with said chain link fence the following fifteen (15) courses and distances: 1) South 06°44'15" East, a distance of 109.36 feet; 2) South 05°15'13" East, a distance of 158.53 feet; 3) South 27°57'06" East, a distance of 129.07 feet; 4) South 43°18'46" East, a distance of 228.10 feet; 5) South 44°58'46" East, a distance of 133.07 feet; 6) South 32°2'46" East, a distance of 64.06 feet; 7) South 47°15'56" East, a distance of 107.92 feet; 8) South 50°50'59" East, a distance of 489.05 feet; 9) South 55°41'02" East, a distance of 45.51 feet; 10) South 46°38'29" East, a distance of 98.99 feet; 11) South 62°53'42" East a distance of 151.28 feet; 12) South 52°31'06" East, a distance of 151.08 feet; 13)

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North 78°53'28" East, a distance of 75.55 feet; 14) South 73°46'40" East, a distance of 132.04 feet; 15) South 64°35'20" East, a distance of 98.89 feet to a point on the Northerly right of way line of Greg Street; thence along the Northerly right of way line of Greg Street the following ten (10) courses and distances: 1) South 20°40'40" West, a distance of 294.78 feet; 2) from a tangent which bears South 47°48'19" West, along a circular curve to the right with a radius of 750.00 feet and a central angle of 27°10'38", an arc length of 155.75 feet; 3) South 74°58'57" West, a distance of 120.67 feet; 4) from a tangent which bears the last named course, along a circular curve to the right with a radius of 36.00 feet and a central angle of 31°49'47", an arc length of 20.00 feet to a point of compound curvature; 5) along said compound circular curve to the right with a radius of 116.00 feet and a central angle of 32°40'13", an arc length of 66.14 feet; 6) South 71°14'17" West, a distance of 50.82 feet; 7) South 11°03'06" East, a distance of 8.54 feet; 8) from a tangent which bears the last named course, along a circular curve to the right with a radius of 36.00 feet and a central angle of 76°26'01", an arc length of 48.02 feet to a point of reverse curvature; 9) along said reverse circular curve to the left with a radius of 604.00 feet and a central angle of 17°23'58", an arc length of 183.42 feet; 10) South 47°58'57" West, a distance of 224.52 feet to the Northeast corner of parcel conveyed to Bruno Benna, et al, recorded as Document No. 83899, Official Records of Washoe County, Nevada; thence North 63°46'57" West along the Northerly line of said Benna Parcel, a distance of 1099.66 feet to the Northeast corner of Parcel B as shown on Parcel Map No. 341, filed in the office of Washoe County recorded on November 10, 1976, File No. 434454, thence South 26°13'03" West, along the Easterly line of said Parcel B, a distance of 266.34 feet; thence South 18°46'57" East and distance of 28.28 feet to a point on the Northerly right of way line of Mill Street; thence North 63°44'52" West, along said Northerly right of way line, a distance of 80.00 feet; thence North 26°13'03" East, a distance of 286.32 feet to the Northerly line of said Benna Parcel; thence from a tangent which bears North 63°43'05" East, along a circular curve to the left with a radius of 86.58 feet and a central angle of 81°31'28" an arc length of 123.19 feet; thence North 77°48'23" West a distance of 234.00 feet; thence South 26°13'03" West a distance of 280.15 feet to the

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Northerly line of Mill Street; thence North $63^{\circ}44'52''$ West, along the Northerly line of Mill Street, a distance of 208.14 feet to the Point of Beginning.

said land is shown and delineated as Parcel A on Record of Survey Map No. 3804, recorded June 23, 2000 as Document No. 2458502, Official Records.

BASIS OF BEARINGS: Recorded of Survey Map Number 2775, File No. 1824848 of the Official Records of Washoe County, Nevada; NAD 83, Nevada West Zone.

APN: 012-211-26

Document Number 2458501 is provided pursuant to the requirements of Section 1, NRS 111.312



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

1001 E. NINTH STREET
RENO, NV 89512
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Teresa A. Gearhart
Signature

February 27, 2023
Date

Teresa A. Gearhart
Printed Name

GSR.Payables@grandsierraresort.com

INVOICE NUMBER	DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
2056	3/31/2023	135,735.00	.00	135,735.00
VENDOR NAME		CHECK NUMBER	ISSUE DATE	CHECK TOTAL
WASHOE COUNTY DISTRICT COURT		81124	4/11/2023	135,735.00

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MEI-GSR Holdings LLC dba

Bank of America

94-72 / 1224 NV

DATE

CHECK NO.

81124



2500 East Second Street, Reno, NV 89595
GSR.Payables@grandsierraresort.com
(775)789-2067

4/11/2023

AMOUNT

\$*****135,735.00

PAY One Hundred Thirty-Five Thousand Seven
Hundred Thirty-Five and 00/100 Dollars

TO THE ORDER OF WASHOE COUNTY DISTRICT COURT
75 COURT ST.
RENO 89501

Two Signatures Required
Void 180 Days From Date of Issue

⑈00081124⑈ ⑆122400724⑆ 501014708826⑈

See Reverse Side For Easy Opening Instructions



MEI-GSR Holdings LLC

2500 E. Second Street
Reno, NV 89595

WASHOE COUNTY DISTRICT COURT
75 COURT ST.
RENO 89501