

IN THE SUPREME COURT OF THE STATE OF NEVADA

MEI-GSR HOLDINGS, LLC, a Nevada Limited Liability Company, GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation, GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada Limited Liability Company; AM-GSR HOLDINGS, LLC, a Nevada Limited Liability Company,

Appellants,

vs.

ALBERT THOMAS, individually; JANE DUNLAP, individually; JOHN DUNLAP, individually; BARRY HAY, individually; MARIE-ANNE ALEXANDER, as Trustee of the MARIE-ANNE 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; 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, as Trustee of the STEVEN W. TAKAKI & FRANCES S. LEE REVOCABLE TRUSTEE AGREEMENT, UTD

Supreme Court No. 86092

District Court Case No. CV12-02222

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Clerk of Supreme Court

JANUARY 11, 2000; FARAD TORABKHAN, individually; SAHAR TAVAKOLI, individually; M&Y HOLDINGS, LLC; JL&YL HOLDINGS, LLC; SANDI RAINES, individually; R. RAGHURAM, as Trustee of the RAJ AND USHA RAGHURAM LIVING TRUST DATED APRIL 25, 2001; USHA RAGHURAM, as Trustee of the RAJ AND USHA RAGHURAM LIVING TRUST DATED APRIL 25, 2001; LORI K. TOKUTOMI, individually; GARRET TOM, as Trustee of THE GARRET AND ANITA TOM TRUST, DATED 5/14/2006; ANITA TOM, as Trustee of THE GARRET AND ANITA TOM TRUST, DATED 5/14/2006; RAMON FADRILAN, individually; FAYE FADRILAN, individually; PETER K. LEE and MONICA L. LEE, as Trustees of the LEE FAMILY 2002 REVOCABLE TRUST; DOMINIC YIN, individually; ELIAS SHAMIEH, individually; JEFFREY QUINN, individually; BARBARA ROSE QUINN individually; KENNETH RICHE, individually; MAXINE RICHE, individually; NORMAN CHANDLER, individually; BENTON WAN, individually; TIMOTHY D. KAPLAN, individually; SILKSCAPE INC.; PETER CHENG, individually; ELISA CHENG, individually; GREG A. CAMERON, individually; TMI PROPERTY GROUP, LLC; RICHARD LUTZ, individually; SANDRA LUTZ, individually; MARY A. KOSSICK, individually; MELVIN CHEAH, individually; DI SHEN, individually; NADINE'S REAL ESTATE INVESTMENTS, LLC; AJIT GUPTA, individually; SEEMA GUPTA, individually; FREDERICK FISH, individually; LISA FISH, individually; ROBERT A. WILLIAMS, individually; JACQUELIN PHAM, as Manager of Condotel 1906 LLC; MAY ANNE HOM, as Trustee of the MAY ANNE HOM TRUST;

MICHAEL HURLEY, individually; DUANE WINDHORST, as Trustee of DUANE H. WINDHORST TRUST U/A dtd. 01/15/2003 and MARILYN L. WINDHORST TRUST U/A/ dtd. 01/15/2003; MARILYN WINDHORST, as Trustee of DUANE H. WINDHORST TRUST U/A dtd. 01/15/2003 and MARILYN L. WINDHORST TRUST U/A/ dtd. 01/15/2003; VINOD BHAN, individually; ANNE BHAN, individually; GUY P. BROWNE, individually; GARTH A. WILLIAMS, individually; PAMELA Y. ARATANI, individually; DARLEEN LINDGREN, individually; LAVERNE ROBERTS, individually; DOUG MECHAM, individually; CHRISTINE MECHAM, individually; KWANG SOON SON, individually; SOO YEU MOON, individually; JOHNSON AKINBODUNSE, 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 NAM CHOI, individually; YOUNG JA CHOI, individually; SANG DAE SOHN, individually; KUK HYUN (CONNIE) YOO, individually; SANG SOON (MIKE) YOO, individually; BRETT MENMUIR, as Manager of CARRERA PROPERTIES, LLC; WILLIAM MINER, JR., individually; CHANH TRUONG, individually; ELIZABETH ANDRES MECUA, individually; SHEPHERD MOUNTAIN, LLC; ROBERT BRUNNER, individually; AMY BRUNNER, individually; JEFF RIOPELLE, as Trustee of the RIOPELLE FAMILY TRUST; PATRICIA M. MOLL, individually; DANIEL MOLL, individually,

Respondents.

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

VOLUME 2 OF 3

Submitted for all respondents by:

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ATTORNEYS FOR RESPONDENTS ALBERT THOMAS, et al.

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on the pending Applications for Order to Show Cause:

Motion for Order to Show Cause filed on December 27, 2022.¹ Given the notice of compliance, the motion is denied.

¹ The court has also reviewed the Defendants' Opposition to Plaintiffs' Motion for Order to Show Cause, Filed December 27, 2022 was filed January 10, 2023. Plaintiffs filed their Reply in Support of Plaintiffs' Motion for Order to Show Cause as to Why the Defendants Should Not be Held in Contempt of Court on January 13, 2023. Defendants filed a Notice of Compliance on January 31, 2023.

1 Motion for Order to Show Cause filed on December 28, 2022.² Cause has been shown that a
2 violation of NRS 22.010(3)³ has occurred by failing to comply with the order appointing receiver;
3 the motion is granted. Pursuant to NRS 22.030(2)⁴ a trial is scheduled to be conducted under NRS
4 22.090.⁵ At trial the Court will hear the answer and any evidence presented by the parties;
5 determine whether a contemptuous act has occurred; and, if so, may order relief and/or damages
6 including but not limited to those set forth under NRS 22.100.⁶
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12 ² The court has also reviewed the Defendants' Opposition to Plaintiffs' Motion for Order to Show Cause Filed
13 December 28, 2022 was filed January 11, 2023. Plaintiffs filed their Reply in Support of Plaintiffs' Motion for Order to
14 Show Cause filed December 28, 2022 on January 20, 2023.

15 ³ The statute provides in pertinent part:

16 NRS 22.010 Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:

17 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

18 ⁴ The statute provides in pertinent part:

19 NRS 22.010 Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:

20 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

21 ⁵ The statute provides in part:

22 NRS 22.090 Trial; court to hear answer and witnesses; adjournment. When the person arrested has been brought up
23 or appeared, the court or judge shall proceed to investigate the charge, and shall hear any answer which the person
24 arrested shall make to the same, and may examine witnesses for or against the person arrested, for which an
25 adjournment may be had from time to time if necessary.

26 ⁶ The statute provides in part:

27 NRS 22.100 Penalty for contempt.

28 1. Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the
person proceeded against is guilty of the contempt charged.

2. Except as otherwise provided in NRS 22.110, if a person is found guilty of contempt, a fine may be imposed on
the person not exceeding \$500 or the person may be imprisoned not exceeding 25 days, or both.

3. In addition to the penalties provided in subsection 2, if a person is found guilty of contempt pursuant to
subsection 3 of NRS 22.010, the court may require the person to pay to the party seeking to enforce the writ, order, rule
or process the reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the
contempt.

1 Motion for Order to Show Cause filed on December 29, 2022.⁷ Cause has been shown that a
2 violation of NRS 22.010(3)⁸ has occurred by failing to comply with the order appointing receiver;
3 the motion is granted. Pursuant to NRS 22.030(2)⁹ a trial is scheduled to be conducted under NRS
4 22.090.¹⁰ At trial the Court will hear the answer and any evidence presented by the parties;
5 determine whether a contemptuous act has occurred; and, if so, may order relief and/or damages
6 including but not limited to those set forth under NRS 22.100.¹¹
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12 ⁷ The court has also reviewed the Receiver's Response to Plaintiffs' Motion for Order to Show Cause was filed January
13 9, 2023, and Defendants' Opposition to Plaintiffs' Motion for Order to Show Cause Filed December 29, 2022 was filed
14 January 12, 2023. Plaintiffs filed their Reply in Support of Plaintiffs' Motion for Order to Show Cause on January 19,
15 2023.

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26 adjournment may be had from time to time if necessary.

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28 NRS 22.100 Penalty for contempt.

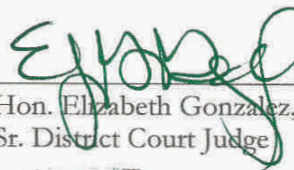
1. Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the
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subsection 3 of NRS 22.010, the court may require the person to pay to the party seeking to enforce the writ, order, rule
or process the reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the
contempt.

1 The trials in this matter are set for April 3 – 6, 2023 beginning at 9:00 a.m. Because of the overlap
2 between the various allegations of contempt, the Court has determined that it is appropriate to
3 consolidate the trials on these matters as well as those previously set for April 3 – 6, 2023. If
4 counsel after consultation believe the estimated time period of 4 days for all of these issues is either
5 too long or too short, counsel shall submit a stipulation and order as to the length of the
6 proceedings.
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10 Dated this 3rd day February, 2023.

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12 _____
13 Hon. Elizabeth Gonzalez, (Ret.)
14 Sr. District Court Judge
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DALE KOTCHKA-ALANES
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TODD ALEXANDER, ESQ.
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SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ37

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

Defendants.

PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST FOR ORAL ARGUMENT ON MOTION DURING HEARING SET FOR MAY 12, 2022

1 Plaintiffs, by and through their counsel of record, the law firms of Robertson, Johnson,
2 Miller & Williamson and Lemons, Grundy & Eisenberg, hereby move this Court for an Order to
3 Show Cause as to why the Defendants should not be held in contempt in accordance with NRS
4 22.010(3) for their willful refusal to comply with this Court's orders, including those issued on
5 January 4, 2022.

6 This motion ("Motion") is supported by the attached memorandum of points and
7 authorities, the concurrently-filed Affidavit pursuant to NRS 22.030(2) and WDCR 42, the
8 exhibits attached hereto, and all other documents on file before this Court pertaining to the
9 above-referenced matter.

10 DATED this 25th day of April, 2022.

11 ROBERTSON, JOHNSON,
12 MILLER & WILLIAMSON

13 By: /s/ Jarrad C. Miller
14 Jarrad C. Miller, Esq.
Jonathan Joel Tew, Esq.
15 Briana N. Collings, Esq.
Attorneys for Plaintiffs
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I. INTRODUCTION

The Court has charged the Receiver with implementing compliance among all condominium units with the Governing Documents. To cover the expenses of the Receivership, the Receiver is to collect all rents and revenues derived from all condominium units and use the rents as necessary to cover Receiver Expenses. Despite the Court's clear orders, the Defendants have refused to turn over the rents to the Receiver. As a result, the Receiver is owed a substantial amount of money and is not performing essential duties.

In addition, the Receiver is charged with paying to the Plaintiffs, monthly, any rental revenue due Plaintiffs after the deduction of Court approved fees. As of the date of this Motion, Plaintiffs should have received rental proceeds misappropriated by Defendants going back to January of 2020 (when hyperinflated fees that violate the Governing Documents and the Court's orders were first implemented.)

Incredibly, on April 18, 2022, the Defendants unilaterally issued Monthly Owner Accounts Statements without Receiver approval containing hyperinflated fees that violate the Court's orders. Further, because the Defendants refuse to turn over the rental proceeds to the Receiver, no rental payments were issued to the Plaintiffs as required by the Court's orders.

Accordingly, Plaintiffs request this Court enter an order to show cause as to why the Defendants should not be held in contempt of Court for willfully violating the Court's orders.

II. FACTS

This Court has unequivocally ordered that the Receiver is to take control of the rents for all condominium units so that the Receiver can pay out of the Property's rents the expenses of the Receivership and rents owed to the Plaintiffs for the continued rental of Plaintiffs' units.

The Receiver is appointed for the purpose of implementing compliance, **among all condominium units, including units owned by any Defendant** in this action (collectively, “the Property”) . . . IT IS FURTHER ORDERED that, to enforce compliance with the Governing Documents the Receiver shall have the following **powers, and responsibilities, and shall be authorized and empowered to:** . . .

a. To review and/or **take control of:** . . . iii. all deposits relating to the Property, regardless of when received . . . v. **all accounts receivable, payments, rents,** including all statements and records of deposits, advances, and prepaid contracts

1 or rents . . . b. To use or collect: . . . 5. Collection[.] **To demand, collect and**
2 **receive all dues, fees, reserves, rents and revenues derived from the Property.**
3 **. . . To pay and discharge out of the Property’s rents and/or GSRUOA monthly**
4 **dues collections all the reasonable and necessary expenses of the receivership**
5 **and the costs and expenses of operation and maintenance of the Property . . .**

6 January 7, 2015 Order Appointing Receiver and Directing Defendants’ Compliance at 1:27 to
7 6:14; Emphasis supplied.

8 IT IS FURTHER ORDERED that the Receiver shall recalculate the DUF, SFUE,
9 and HE based on the same methodology as has been used in calculating the fee
10 charges for 2021, subject to Court approval of such methodology. **Those fees in**
11 **place prior to the Court’s September 27, 2021 Order shall remain in place**
12 **until the fees for 2020 are recalculated and approved by this Court such that**
13 **only a single account adjustment will be necessary . . . The Receiver shall**
14 **disburse the revenue collected to the parties according to the Governing**
15 **Documents.**

16 January 4, 2022 Order Granting Receiver’s Motion for Orders & Instructions at 8:1-10;
17 Emphasis supplied.

18 On April 18, 2022, the Defendants issued Monthly Owner Accounts Statements to the
19 Plaintiffs which were not approved by the Receiver and that continue to include excessive fees
20 that violate the Governing Documents and the Court’s Orders. (See Exhibit 1, Email exchange
21 with Counsel for Receiver and Exhibit 2, Monthly Owner Account Statements for a sample
22 Plaintiff unit going back to September of 2021.) In the words of counsel for the Receiver, “[t]he
23 Receiver did not approve the statements, the Defendants refuse to apply the Court ordered fees to
24 all 670 Units thus the receivership is insolvent. Nothing can be done, because there are no funds
25 to do so or to operate the receivership. No rents have been turned over to date.” (See Exhibit 1.)

26 IT IS HEREBY ORDERED that (1) **The Receiver’s new fee calculations as**
27 **submitted to the Court should immediately be applied retroactive to January**
28 **2020 and going forward until a subsequent order from the Court is issued;**
29 **(2) the amounts owed to Plaintiffs under those fee calculations should be paid**
30 **to Plaintiffs within thirty (30) days in accordance with the Governing**
31 **Documents;** (3) the Receiver should be permitted to calculate the 2020 fee
32 calculation using the same methodology – and once those calculations are
33 completed, the Receiver can reconcile the unit owner accounts to reflect the
34 difference between the 2020 and 2021 fee calculations . . . Any adjustments to the
35 fees as a result of motion practice by the parties shall be credited or debited

1 accordingly, but in the interim, rental revenue shall be calculated based upon the
2 Receiver's 2021 calculations."

3 January 4, 2022 Order Approving Receiver's Request to Approve Updated Fees at 2:3-15;
4 Emphasis Supplied. Despite the Court's clear directive approving the Receiver's new fee
5 calculations and directive that they be applied retroactive to January 2020 with payment to
6 Plaintiffs within thirty (30) days¹, the Defendants issued the April 18, 2022 Monthly Owner
7 Account Statements with improper, inflated fees, and continued to improperly hold Plaintiffs'
8 rental revenue going back to January of 2020. (See Exhibit 1 and 2.) Further, because the
9 Defendants have refused to turn over rents to the Receiver, he is owed a substantial amount of
10 money and is no longer performing essential duties or tasks specifically ordered by the Court.
11 (See Exhibits 1 and 3; \$81,725 was owed to the Receiver and his counsel as of April 7, 2022. Id
12 at 2.)

13 **III. LEGAL ARGUMENT**

14 The Nevada Revised Statutes provide this Court with clear authority to hold the
15 Defendants in contempt. The Nevada Revised Statutes specifically state in pertinent part that
16 "[d]isobedience or resistance to any lawful writ, order, rule or process issued by the court or
17 judge at chambers" "shall be deemed contempt[.]" NRS 22.010(3).

18 Accordingly, this Court has the authority to hold the Defendants in contempt for violating
19 its orders. See also NRS 1.210 ("Every court shall have power . . . (3) "[t]o compel obedience to
20 its lawful judgments, orders and process, and to the lawful orders of its judge out of court in an
21 action or proceeding pending therein.").

22 The Defendants have refused to turn over the rents to the Receiver or issue Monthly
23 Account Statements to Plaintiffs reflecting Court ordered fees with checks for rental proceeds
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25

26 ¹ On February 4, 2022, the Court issued a stay of the January 4, 2022 Orders until close of business on March 18,
27 2022 at which point they became enforceable. Minutes of February 4, 2022 hearing at 1. Thus, as of the date of this
28 Motion, Plaintiffs should have received payment of all rental proceeds going back to January of 2020. The Plaintiffs
have received nothing, and the Defendants continue the decades-long pattern of misappropriating the funds derived
from Defendants renting Plaintiffs' units to third parties.

1 going back to January of 2020. In doing so, the Defendants have been and continue to act in
2 contempt of Court. As the United States Supreme Court explained:

3 We begin with the basic proposition that all orders and judgments of courts must
4 be complied with promptly. If a person to whom a court directs an order believes
5 that order is incorrect the remedy is to appeal, but, **absent a stay**, he **must** comply
6 promptly with the order pending appeal . . . The orderly and expeditious
7 administration of justice by the courts requires that ‘an order issued by a court
8 with jurisdiction over the subject matter and person **must be obeyed by the**
9 **parties until it is reversed by orderly and proper proceedings.**’ . . . Remedies
10 for judicial error may be cumbersome but the injury flowing from an error
11 generally is not irreparable, **and orderly processes are imperative to the**
12 **operation of the adversary system of justice.”**

13 Maness, 419 U.S. at 459–60, 95 S. Ct. at 591–92 (emphasis supplied) (internal citations omitted).

14 The Defendants’ continued conduct towards the Court impairs the dignity of the Court
15 and demonstrates an unacceptable disregard for the Court’s authority. Since there is no stay in
16 place, and given the Defendants are willfully refusing to comply with valid binding orders of the
17 Court, the Defendants must be held in contempt by law. See, e.g., Maness, 419 U.S. at 459–60,
18 95 S. Ct. at 591–92; accord, State v. Meyer, 375 So. 2d 372, 373 (La. 1979) (“The attorney’s
19 conduct was contumacious behavior toward the judge tending to impair the dignity of the court
20 and respect for his authority. All orders and judgments of courts must be complied with
21 promptly. If a person to whom a court directs an order believes that order is incorrect the
22 remedy is to apply for review, but absent a stay, to comply promptly with the order pending
23 review. *Persons who make private determinations of the law and refuse to obey an order risk*
24 *criminal contempt even if the order is ultimately ruled incorrect.*” (Emphasis supplied)).

25 It is against this background that Defendants’ two (2) most recent contemptuous actions
26 will be discussed.

27 **IV. CONCLUSION**

28 The Defendants, after violating a variety of this Court’s orders and forcing Plaintiffs to
file a great number of motions for orders to show cause, are now continuing their pattern of
disdain towards this Court and its binding orders. Absent a finding of contempt with real teeth,
there is no reason to expect the Defendants to change the behavior they have exhibited for the
past ten (10) years.

Accordingly, Defendants should be summoned before this Court and ordered to show cause as to why they should not be held in contempt.

AFFIRMATION

Pursuant to NRS § 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

RESPECTFULLY SUBMITTED this 25th day of April, 2022.

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON

By: /s/ Jarrad C. Miller

**Jarrad C. Miller, Esq.
Jonathan Joel Tew, Esq.
Briana N. Collings, Esq.
Attorneys for Plaintiffs**

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of
4 18, and not a party within this action. I further certify that on the 25th day of April, 2022, I
5 electronically filed the foregoing **PLAINTIFFS' MOTION FOR ORDER TO SHOW**
6 **CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT**
7 **OF COURT AND REQUEST FOR ORAL ARGUMENT ON MOTION DURING**
8 **HEARING SET FOR MAY 12, 2022** with the Clerk of the Court by using the ECF system
9 which served the following parties electronically:

10 Daniel F. Polsenberg, Esq.
11 Jennifer K. Hostetler, Esq.
12 Dale Kotchka-Alaines, Esq.
13 Lewis Roca Rothgerber Christie, LLP
14 One East Liberty Street Suite 300
15 Reno, NV 89501
16 *Attorneys for Defendants*

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Stefanie T. Sharp, Esq.
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Reno, NV 89503
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Richard M. Teichner

15 Abran Vigil, Esq.
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18 5th Floor Executive Offices
19 2535 Las Vegas Boulevard South
20 Las Vegas, NV 89109
21 *Attorneys for Defendants*

David C. McElhinney, Esq.
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22
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25
26
27
28
/s/ Stefanie E. Smith
An Employee of Robertson, Johnson, Miller & Williamson

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Index of Exhibits

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3	Receiver’s Report	2
4	Declaration of Jarrad C. Miller, Esq.	2

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Jarrad Miller

From: Stefanie Sharp <ssharp@rssblaw.com>
Sent: Friday, April 22, 2022 4:35 PM
To: Jarrad Miller
Cc: 'Polisenberg, 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'; Jon Tew; David McElhinney
Subject: RE: April 18, 2022 Owner Account Statements and failure to timely pay amounts owed to Plaintiffs

Good afternoon Jarrad. Please see the email I just sent earlier this afternoon. The Receiver did not approve the statements, the Defendants refuse to apply the Court ordered fees to all 670 Units thus the receivership is insolvent. Nothing can be done, because there are no funds to do so or to operate the receivership. No rents have been turned over to date. The Receiver is more than willing to implement the Court's orders once his fees and mine are paid and the assessments are refunded and there are fees available to operate the receivership, including payments of net rents to the Plaintiffs and non-Plaintiff owners.

Best regards,

Stefanie

From: Jarrad Miller <jarrad@nvlawyers.com>
Sent: Friday, April 22, 2022 3:24 PM
To: Stefanie Sharp <ssharp@rssblaw.com>
Cc: 'Polisenberg, Daniel F.' <DPolsenberg@lewisroca.com>; Hayes, Dawn <DHayes@lewisroca.com>; 'Helm, Jessica' <JHelm@lewisroca.com>; 'Hess, Jennifer' <jhess@lewisroca.com>; Hostetler, Jennifer <JHostetler@lewisroca.com>; Leslie Lucero <llucero@rssblaw.com>; Abran Vigil <Abran.Vigil@meruelogroup.com>; Ann Hall <Ann.Hall@meruelogroup.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>; Briana Collings <briana@nvlawyers.com>; 'rle@lge.net' <rle@lge.net>; 'tra@lge.net' <tra@lge.net>; 'Brantley, Adrienne' <ABrantley-Lomeli@lewisroca.com>; Jon Tew <jon@nvlawyers.com>; David McElhinney <David.McElhinney@meruelogroup.com>
Subject: April 18, 2022 Owner Account Statements and failure to timely pay amounts owed to Plaintiffs

Stefanie:

I have started to receive copies of the Owner Account Statements dated April 18, 2022. The statements appear to violate the Court's orders reflecting the fraud/theft that the Defendants have attempted to perpetuate with the hyperinflated fees that violate the Court's orders and the Governing Documents. See attached invoices for unit 1886 going back to September of 2021 (before the Receiver's authority and fee calculations were completely disregarded by the Defendants). The April 18, 2022 statement includes a DUF of \$38.07 and Contracted Hotel Fees of \$981.02 which do not appear to track the Receiver's calculation of fees filed with the Court in August of 2021 and corrected on September 2, 2021.

Plaintiffs intend to file a motion for order to show cause requesting that the manager(s) of Defendants be held in contempt of court. Before I filed the motion I would like to know if the Receiver approved April 18, 2022 Owner Account Statements. Further, has the Receiver approved the failure to timely pay the Plaintiffs for the improper assessments and unpaid rent going back to 2020.

As a reminder, please refer to the below Court orders.

Order Approving Receiver's Request to Approve Updated Fees

“IT IS HEREBY ORDERED that (1) The Receiver’s new fee calculations as submitted to the Court should immediately be applied retroactive to January 2020 and going forward until a subsequent order from the Court is issued; (2) the amounts owed to Plaintiffs under those fee calculations should be paid to Plaintiffs within thirty (30) days in accordance with the Governing Documents;” (Order at 2:3-7 (emphasis supplied).)

Order Granting Receiver's Motion for Orders & Instructions

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

The Defendants have misappropriated Plaintiffs’ rental revenue thorough improper assessments and improper fee calculations going back to January of 2020. We believe that it would be a violation of the Court’s January 4, 2022 Orders for the Receiver to release any funds to the Defendants before the Plaintiffs are brought current. The result would be to continue to give the Defendants an interest free loan funded by the Plaintiffs. We sincerely hope that the Court’s orders are promptly put into effect to prevent further injustice and unnecessary motion practice.

Best regards,
Jarrad C. Miller, Esq.
Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600
Reno, NV 89501
Telephone: (775) 329-5600
Facsimile: (775) 348-8300
Email: JARRAD@NVLAWYERS.COM
Website: www.nvlawyers.com

Important:

Please do not forward this e-mail without the expressed consent of the Author.

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

Sent: Thursday, April 14, 2022 4:39 PM

To: Jarrad Miller <jarrad@nvlawyers.com>; Stefanie Sharp <ssharp@rssblaw.com>

Cc: 'Polenberg, Daniel F.' <DPolenberg@lewisroca.com>; Hayes, Dawn <DHayes@lewisroca.com>; 'Helm, Jessica' <JHelm@lewisroca.com>; 'Hess, Jennifer' <jhess@lewisroca.com>; Hostetler, Jennifer <JHostetler@lewisroca.com>; Leslie Lucero <llucero@rssblaw.com>; Abran Vigil <Abran.Vicil@meruelogroup.com>; Ann Hall

<Ann.Hall@meruelogroup.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>; Briana Collings <briana@nvlawyers.com>; 'rle@lge.net' <rle@lge.net>; 'tra@lge.net' <tra@lge.net>; 'Brantley, Adrienne' <ABrantley-Lomeli@lewisroca.com>; Jon Tew <jon@nvlawyers.com>

Subject: RE: 1/4/2022 Order Directing Receiver to Prepare Report on Defendants' Request for 2020 Capital Expenditure Reimbursement

Mr. Miller, your office prepared the draft orders that Justice Saitta signed on December 21, 2021, and filed on January 4, 2022, so I am surprised at your misrepresentations about the content of those orders contained in your April 6, 2022, email. Here is what the orders actually require:

ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTION:

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

IT IS FURTHER ORDERED that the Receiver shall

1. Open a separate account on which Receiver has sole signatory authority;
2. Into which account all rents received by Defendants currently for all 670 condominium units **net of total charges for DUF, SFUE, and HE fees and reserves, are to be deposited**; (emphasis added) (Order, pg. 8: 6-10)

IT IS FURTHER ORDERED

1. That the Notice of Special Assessments and the Reserve Studies sent to the unit owners by the Defendants on August 24, 2021 shall be immediately withdrawn;
2. The Receiver shall [sic] sole authority to order and oversee reserve studies related to Defendants' property and under the Governing Documents. (Id. Pg. 8: 27-28)

ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER:

1. "The Court has explicitly found that the Receiver 'will determine a reasonable amount of FF&E, shared facilities and hotel reserve fees.' (Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015 at 22: 25-26). This implies that the Receiver will also be tasked with ordering and overseeing the reserve study-as that study will dictate the FF&E, shared facilities, and hotel reserve fees. Thus the Receiver alone has the authority to direct and audit the reserve study, not the Defendants". (Order,, pg. 4: 22-24; pg. 5: 1-3)
2. IT IS FURTHER ORDERED that Receiver shall not utilize the Defendants' reserve study in calculating those fees which are to be assessed to Plaintiffs. Instead, the Receiver shall order, oversee, and implement a new reserve study which is in accordance with the Governing Documents". (Order, pg. 5: 22-25)

SEVENTH AMENDED CC&Rs

1. The Receiver is specifically tasked with implementing compliance with the Governing Documents, including the 7th Amended CC&Rs, (Order Granting Receiver's Motion for Orders & Instructions, pg. 7: 4-7).
2. Section 6.9 and 6.10 of the 7th Amended CC&Rs require the preparation of an annual detailed proposed budget for the Shared Facilities Expenses and Hotel Expenses and Reserves. That budget, that was required to be prepared by November 1st of 2021, must set forth the amount of the SFUE and HE for the year 2022 along with estimated reserves based on an independent reserve study. Mr. Teichner's calculations for DUF, SFUE and HE, filed August 16, 2021, are based on 2019 and 2020 expenses. We know, from prior Court Orders that the Receiver shall recalculate the DUF, HE and SFUE based on "actual expenses". Therefore, in accordance with the above referenced Court Orders and the express terms of the Governing Documents, (including the 7th Amended CC&Rs and the Unit Maintenance Agreement), it is the Receiver's sole responsibility to calculate that annual budget for 2022 for the SFUE and HE, including reserves, and adjust the DUF based on actual expenses incurred for the previous year, 2021.

The Receiver's responsibilities are defined in the above referenced January 4, 2022 Orders and the Governing Documents. I agree with your comment that the Receiver cannot "rewrite or ignore" these responsibilities. Mr. Brady has previously advised the Receiver that he is awaiting receipt of Receiver's 2022 calculations of the net rental revenue and the reserves and we are waiting for confirmation that Mr. Teichner has opened the separate account as required. Mr. Teichner agreed that he would provide those calculations as required under the Court Orders and Governing Documents as soon as possible but to date Mr. Brady has not received those calculations. Finally I would note that to the extent there are conflicting provisions in the 7 Orders, your office is the drafter of those Orders on behalf of Plaintiffs and any ambiguities must be construed against the drafter.



David McElhinney
Associate General Counsel
o:775.789.5330
c:562.413.8528
david.mcelhinney@meruelogroup.com

From: Jarrad Miller [<mailto:jarrad@nvlawyers.com>]

Sent: Wednesday, April 6, 2022 1:29 PM

To: David McElhinney <David.McElhinney@meruelogroup.com>; Stefanie Sharp <ssharp@rssblaw.com>

Cc: 'Polisenberg, Daniel F.' <DPolsenberg@lewisroca.com>; Hayes, Dawn <DHayes@lewisroca.com>; 'Helm, Jessica' <JHelm@lewisroca.com>; 'Hess, Jennifer' <jhess@lewisroca.com>; Hostetler, Jennifer <JHostetler@lewisroca.com>; Leslie Lucero <llucero@rssblaw.com>; Abran Vigil <Abran.Vigil@meruelogroup.com>; Ann Hall <Ann.Hall@meruelogroup.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>; Briana Collings <briana@nvlawyers.com>; 'rle@lge.net' <rle@lge.net>; 'tra@lge.net' <tra@lge.net>; 'Brantley, Adrienne' <ABrantley-Lomeli@lewisroca.com>; Jon Tew <jon@nvlawyers.com>

Subject: RE: 1/4/2022 Order Directing Receiver to Prepare Report on Defendants' Request for 2020 Capital Expenditure Reimbursement

Mr. McElhinney:

As should be abundantly clear by now, neither the Defendants nor the Receiver can rewrite or ignore the Court's clear orders.

You stated in your email:

"I believe Mr. Teichner agreed that he would conduct those new calculations and order and implement a new reserve study. I also believe that the calculations are underway, or at least have not yet been completed and forwarded to GSR. **Once those calculations are completed it is our understanding that Mr. Teichner will advise GSR of the amount of the net rents that are due.**" (Emphasis supplied.)

The interpretation of the Court's orders is contradictory to the actual language of the orders themselves and is just another attempt thwart and/or delay enforcement of the Court's orders.

Order Granting Receiver's Motion for Orders & Instructions

"The Appointment Order provides the Receiver authority to take control of **'all accounts receivable, payments, rents, including all statements and records of deposits, advances, and prepaid contracts or rents . . .'** (Appointment Order at 3:15-18.)" (Order at 3:12-14 (emphasis supplied).)

"It logically follows then that the Receiver may open a separate account for the Receivership in which it may **hold all rents from the Property, as defined in the Receivership Order. The Appointment Order also expressly calls for Defendants to cooperate with the Receiver and refrain from taking any actions which will interfere with the Receiver's ability to perform his duties.** ([Appointment Order] at 8:2-15.)" (Order. at 6:24-7:1 (emphasis supplied).)

"Those fees in place prior to the Court's September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and approved by this Court such that **only a single account adjustment will be necessary. IT IS FURTHER ORDERED** that the Receiver shall open a separate account on which Receiver has sole signatory authority, and into which all rents received by Defendants currently for all 670 condominium units, net of total charges for DUF, SFUE, and HE fees and reserves, are to be deposited. **The Receiver shall disburse the revenue collected to the parties according to the Governing Documents.**" (Order at 8:3-10 (emphasis supplied).)

This Order is abundantly clear that (1) the Receiver has the authority to take control of **all rents** earned on the units, (2) **all rents** collected by Defendants are to be deposited in the Receiver's account and the Receiver shall pay out amounts owed to Plaintiffs and Defendants in accordance with the Court's orders, and (3) Defendants are to cooperate with Receiver's taking control of all such funds. The Receiver does have an obligation to recalculate the fees pursuant to this Order; however, in the meantime, those fees exemplified by the September Invoice attached hereto are to be utilized for purposes of distributing rent income to Plaintiffs and Defendants. See Exhibits 1 and 2. There is no merit to your statement that Defendants may wait for the Receiver to recalculate those fees and then instruct Defendants as to the amount of rent to be deposited into the Receiver's separate account as such process conflicts with the Court's orders.

Order Approving Receiver's Request to Approve Updated Fees

"**IT IS HEREBY ORDERED** that (1) The Receiver's new fee calculations as submitted to the Court should immediately be applied retroactive to January 2020 and going forward until a subsequent order from the Court is issued; (2) the amounts owed to Plaintiffs under those fee calculations should be paid to Plaintiffs **within thirty (30) days in accordance with the Governing Documents; . . .**" (Order at 2:3-7 (emphasis supplied).)

Your statement that Defendants may wait for the Receiver to recalculate the reserves is completely belied by this Order. The Court has clearly already approved the Receiver's recalculated fees, to be applied retroactive to January 2020, until a further Court order issues providing for different fees to be implemented going forward. Thus, there is no reason for Defendants to delay turning over all rents to the Receiver from which the Receiver can appropriately apply the fees and pay to Plaintiffs all amounts owed to them. The Receiver's new fee calculation and the prior reserves must be applied to ensure timely payment to the Plaintiffs within thirty (30) days as dictated by Court order.

Order Granting Plaintiffs' Motion for Instructions to Receiver

"Accordingly, the Court finds the Defendants' reserve study to be flawed and untrustworthy, and finds the Receiver has the proper (and sole) authority to order, oversee, and implement a new reserve study." (Order at 5:16-18.)

"IT IS FURTHER ORDERED that Receiver shall not utilize the Defendants' reserve study in calculating those fees which are to be assessed to Plaintiffs. Instead, the Receiver shall order, oversee, and implement a new reserve study which is in accordance with the Governing Documents." (Order at 5:22-25.)

Because the reserve study conducted by Defendants was deemed flawed and untrustworthy, the Receiver was ordered to conduct a new reserve study. In the meantime, however, it is absurd to suggest the rents cannot be provided to the Receiver (stopping payment to the Plaintiffs). The Receiver must rely upon the old reserve study to determine charges to be assessed to Plaintiffs and Defendants, and disburse the net profit from the rents accordingly. In fact, in the Court's Order Granting Receiver's Motion for Orders & Instructions, the Court ordered that: "Those fees in place prior to the Court's September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and approved by this Court such that only a single account adjustment will be necessary." (Order at 8:3-6.) Those fees referred to clearly include the reserve amounts.

Based upon the above Orders, it is abundantly clear that:

1. **All rents** need to be turned over to the Receiver. The Receiver can then distribute the DUF, SFUE and HE to the Defendants, and distribute the net proceeds to Plaintiffs and Defendants as appropriate. As to the reserves, they must be deposited into the reserve account by the Receiver pursuant to the prior reserves study (the only valid reserve study in place at this time).
2. Under the above Court orders, all rents owed to Plaintiffs since January of 2020, applying the Receiver's fees and prior reserve (in place prior to September 27, 2021), should be paid to Plaintiffs within thirty (30) days of March 18, 2022. **The payment is thus due on April 17, 2022.** Under the existing Orders, the Receiver cannot distribute rental proceeds to the Defendants until Plaintiffs are paid for the rents owed from January 2020 to March of 2022. Any payment made to the Defendants prior to bringing the Plaintiffs current on rent owed would be an improper preferential payment to the Defendants.

If the amounts that are due are not received by April 17, 2022, the Plaintiffs will seek relief from the Court and sanctions against the Defendants for the continuous attempts to thwart and/or delay the Court's orders.

Sincerely,
Jarrad C. Miller, Esq.
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50 West Liberty Street, Suite 600
Reno, NV 89501
Telephone: (775) 329-5600
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From: David McElhinney <David.McElhinney@meruelogroup.com>

Sent: Tuesday, April 5, 2022 5:04 PM

To: Stefanie Sharp <ssharp@rssblaw.com>

Cc: 'Polsenberg, Daniel F.' <DPolsenberg@lewisroca.com>; Hayes, Dawn <DHayes@lewisroca.com>; 'Helm, Jessica' <JHelm@lewisroca.com>; 'Hess, Jennifer' <jhess@lewisroca.com>; Hostetler, Jennifer <JHostetler@lewisroca.com>; Leslie Lucero <llucero@rssblaw.com>; Abran Vigil <Abran.Vigil@meruelogroup.com>; Ann Hall <Ann.Hall@meruelogroup.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>; Briana Collings <briana@nvlawyers.com>; 'rle@lge.net' <rle@lge.net>; 'tra@lge.net' <tra@lge.net>; 'Brantley, Adrienne' <ABrantley-Lomeli@lewisroca.com>; Jon Tew <jon@nvlawyers.com>; Jarrad Miller <jarrad@nvlawyers.com>

Subject: RE: 1/4/2022 Order Directing Receiver to Prepare Report on Defendants' Request for 2020 Capital Expenditure Reimbursement

Dear Ms. Sharp, thank you for your email response. We will look for the report from the Receiver around May 16, 2022. Regarding the rental revenue, thank you for communicating with us; we agree with you that the Orders were stayed until March 18, 2022. In late March Mr. Brady explained to Mr. Teichner that Mr. Teichner will have to calculate the net GSR rents, less the DUF, SFUE and HE fees and reserve amounts. You will recall that the prior reserve studies have been determined by the Court to be flawed and untrustworthy because they included expenses which the Court regarded as clearly erroneous. The Court further determined that only the Receiver has the authority to order, oversee and implement a new reserve study which will be necessary to determine the correct reserve amounts. I believe Mr. Teichner agreed that he would conduct those new calculations and order and implement a new reserve study. I also believe that the calculations are underway, or at least have not yet been completed and forwarded to GSR. Once those calculations are completed it is our understanding that Mr. Teichner will advise GSR of the amount of the net rents that are due. Thank you, David



David McElhinney

Associate General Counsel

o:775.789.5330

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david.mcelhiney@meruelogroup.com

From: Stefanie Sharp [mailto:ssharp@rssblaw.com]

Sent: Tuesday, April 5, 2022 7:59 AM

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

Cc: 'Polsenberg, Daniel F.' <DPolsenberg@lewisroca.com>; Hayes, Dawn <DHayes@lewisroca.com>; 'Helm, Jessica' <JHelm@lewisroca.com>; 'Hess, Jennifer' <jhess@lewisroca.com>; Hostetler, Jennifer <JHostetler@lewisroca.com>; Leslie Lucero <llucero@rssblaw.com>; Abran Vigil <Abran.Vigil@meruelogroup.com>; Ann Hall

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Subject: RE: 1/4/2022 Order Directing Receiver to Prepare Report on Defendants' Request for 2020 Capital Expenditure Reimbursement

Dear Mr. McElhinney: As you are aware, all of the orders entered by the Court on January 4, 2022 were stayed from February 4, 2022 until March 18, 2022 a period of 42 days. Therefore, the deadline for the Receiver to complete this task would be extended for a corresponding number of days, to May 16, 2022. Further, until your client complies with the provisions of the January 4, 2022 orders which require turnover of the rents (which has still not taken place notwithstanding the Receiver's multiple requests to your client to do so) there are no funds with which to operate the receivership. This will be a topic of discussion at the upcoming status conference this Friday.

Best regards,

Stefanie Sharp

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street

Reno, NV 89503

Phone - 775.329.3151

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

Sent: Monday, April 4, 2022 9:31 AM

To: Stefanie Sharp <ssharp@rssblaw.com>

Cc: 'Polisenberg, Daniel F.' <DPolsenberg@lewistroca.com>; Hayes, Dawn <DHayes@lewistroca.com>; 'Helm, Jessica' <JHelm@lewistroca.com>; 'Hess, Jennifer' <jhess@lewistroca.com>; Hostetler, Jennifer <JHostetler@lewistroca.com>; Leslie Lucero <llucero@rssblaw.com>; Abran Vigil <Abran.Vigil@meruelogroup.com>; Ann Hall <Ann.Hall@meruelogroup.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>; Briana Collings <briana@nvlawyers.com>; 'rle@lge.net' <rle@lge.net>; 'tra@lge.net' <tra@lge.net>; 'Brantley, Adrienne' <ABrantley@lewistroca.com>

Lomeli@lewisroca.com>; Jon Tew <jon@nvlawyers.com>; Jarrad Miller <jarrad@nvlawyers.com>

Subject: 1/4/2022 Order Directing Receiver to Prepare Report on Defendants' Request for 2020 Capital Expenditure Reimbursement

Ms. Sharp, in the Court's January 4, 2022 Order Directing Receiver to Prepare Report on Defendants' Request for Reimbursement of 2020 Capital Expenditures, the Receiver was ordered to provide a report to the Court within 90 days from the date of the Order recommending which items contained in Defendants' request for reimbursement of capital expenditures can be reimbursed under the Governing Documents and the Court's existing orders. Today is the 90th day. Please let us know the Receiver's progress on this Court ordered assignment and if we can anticipate timely production of the report. Thank you, David



David McElhinney
Associate General Counsel
o:775.789.5330
c:562.413.8528
david.mcelhine@meruelogroup.com

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EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”



OWNER ACCOUNT STATEMENT

Account Number: 50683
Unit Number: 1886
Invoice Date: April 18, 2022
Period: 03/01/2022 - 03/31/2022
** Balance (to)/ from Owner: \$(4,387.01)

NADINES REAL ESTATE INVEST
ATTN: NADINE SANDBERG
PO BOX 191
LIGNITE, ND 58752

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
03/01/2022	03/02/2022	SH	1886	1	\$84.00	\$38.07	\$22.97	\$(22.97)	\$(17.48)
03/02/2022	03/05/2022	SH	1886	3	\$372.00	\$114.21	\$128.90	\$(128.90)	\$(39.75)
03/05/2022	03/07/2022	SH	1886	2	\$208.55	\$76.14	\$66.21	\$(66.21)	\$(34.95)
03/08/2022	03/09/2022	SH	1886	1	\$84.00	\$38.07	\$22.97	\$(22.97)	\$(17.48)
03/09/2022	03/10/2022	SH	1886	1	\$60.48	\$38.07	\$11.21	\$(11.21)	\$(17.48)
03/10/2022	03/11/2022	SH	1886	1	\$79.00	\$38.07	\$20.47	\$(20.47)	\$(17.48)
03/11/2022	03/13/2022	SH	1886	2	\$298.94	\$76.14	\$111.40	\$(111.40)	\$(34.95)
03/13/2022	03/15/2022	SH	1886	2	\$141.67	\$76.14	\$32.77	\$(32.77)	\$(34.95)
03/15/2022	03/17/2022	SH	1886	2	\$150.00	\$76.14	\$36.93	\$(36.93)	\$(34.95)
03/17/2022	03/18/2022	SH	1886	1	\$89.28	\$38.07	\$25.61	\$(25.61)	\$0.00
03/18/2022	03/19/2022	SH	1886	1	\$184.00	\$38.07	\$72.97	\$(72.97)	\$(17.48)
03/19/2022	03/20/2022	SH	1886	1	\$192.58	\$38.07	\$77.26	\$(77.26)	\$(17.48)
03/20/2022	03/23/2022	SH	1886	3	\$180.94	\$114.21	\$33.37	\$(33.37)	\$(52.43)
03/23/2022	03/25/2022	SH	1886	2	\$94.80	\$76.14	\$9.33	\$(9.33)	\$(34.95)
03/25/2022	03/27/2022	SH	1886	2	\$295.20	\$76.14	\$109.53	\$(109.53)	\$(34.95)
03/27/2022	03/29/2022	SH	1886	2	\$126.32	\$76.14	\$25.09	\$(25.09)	\$(34.95)
03/29/2022	03/31/2022	SH	1886	2	\$118.40	\$76.14	\$21.13	\$(21.13)	\$(34.95)
03/31/2022	04/01/2022	SH	1886	1	\$84.60	\$38.07	\$23.27	\$(23.27)	\$(17.48)
TOTAL				30	\$2,844.76	\$1,142.10	\$851.33	\$(851.33)	\$(494.10)

Misc. Credit/Expenses	
Description	Amount

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(851.33)
Additional Revenue (if Any):	\$(494.10)
Contracted Hotel Fees *:	\$981.02
Misc. (Credits) / Expenses:	\$0.00
Previous Balance:	\$(4,022.60)
Payment Received:	\$0.00
Net Due to Owner:	\$(4,387.01)
Net Due from Owner:	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E). Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

** Expenses under review

Pursuant to Court Order we are rescinding the Special Assessment, effective immediately. If you have paid all or any portion of the special assessment you should have already received a refund check in the amount of your payment. These orders are under Reconsideration and Unit Owners will be updated as the situation changes.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

R.App. 000274

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

Account Number: 50683
 Unit Number: 1886
 Invoice Date: March 07, 2022
 Period: 02/01/2022 - 02/28/2022
 ** Balance (to)/ from Owner: \$(4,022.60)

NADINES REAL ESTATE INVEST
 ATTN: NADINE SANDBERG
 PO BOX 191
 LIGNITE, ND 58752

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
02/02/2022	02/03/2022	SH	1886	1	\$59.00	\$38.07	\$10.47	\$(10.47)	\$(17.48)
02/03/2022	02/04/2022	SH	1886	1	\$59.02	\$38.07	\$10.48	\$(10.48)	\$(17.48)
02/04/2022	02/06/2022	SH	1886	2	\$277.20	\$76.14	\$100.53	\$(100.53)	\$(34.95)
02/06/2022	02/07/2022	SH	1886	1	\$66.60	\$38.07	\$14.27	\$(14.27)	\$(17.48)
02/07/2022	02/08/2022	SH	1886	1	\$69.00	\$38.07	\$15.47	\$(15.47)	\$(17.48)
02/08/2022	02/11/2022	SH	1886	3	\$177.00	\$114.21	\$31.40	\$(31.40)	\$(44.93)
02/11/2022	02/13/2022	SH	1886	2	\$368.00	\$76.14	\$145.93	\$(145.93)	\$(34.95)
02/13/2022	02/14/2022	SH	1886	1	\$83.40	\$38.07	\$22.67	\$(22.67)	\$(17.48)
02/14/2022	02/16/2022	SH	1886	2	\$147.49	\$76.14	\$35.68	\$(35.68)	\$(34.95)
02/16/2022	02/17/2022	SH	1886	1	\$72.12	\$38.07	\$17.03	\$(17.03)	\$(17.48)
02/17/2022	02/18/2022	SH	1886	1	\$84.00	\$38.07	\$22.97	\$(22.97)	\$(17.48)
02/18/2022	02/20/2022	SH	1886	2	\$375.25	\$76.14	\$149.56	\$(149.56)	\$(34.95)
02/20/2022	02/21/2022	SH	1886	1	\$141.73	\$38.07	\$51.83	\$(51.83)	\$(17.48)
02/21/2022	02/25/2022	SH	1886	4	\$156.00	\$152.28	\$1.86	\$(1.86)	\$(69.90)
02/25/2022	02/28/2022	SH	1886	3	\$305.62	\$114.21	\$95.71	\$(95.71)	\$(52.43)
02/28/2022	03/01/2022	SH	1886	1	\$84.00	\$38.07	\$22.97	\$(22.97)	\$(17.48)
TOTAL				27	\$2,525.43	\$1,027.89	\$748.77	\$(748.77)	\$(464.33)

Misc. Credit/Expenses

Description	Amount

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(748.77)
Additional Revenue (if Any):	\$(464.33)
Contracted Hotel Fees *:	\$981.02
Misc. (Credits) / Expenses:	\$0.00
Previous Balance:	\$(3,790.53)
Payment Received:	\$0.00
Net Due to Owner:	\$(4,022.60)
Net Due from Owner:	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E). Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

** Expenses under review

Pursuant to Court Order we are rescinding the Special Assessment, effective immediately. If you have paid all or any portion of the special assessment you should have already received a refund check in the amount of your payment. These orders are under Reconsideration and Unit Owners will be updated as the situation changes.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

Account Number: 50683
 Unit Number: 1886
 Invoice Date: February 16, 2022
 Period: 01/01/2022 - 01/31/2022
 ** Balance (to)/ from Owner: \$(3,790.53)

NADINES REAL ESTATE INVEST
 ATTN: NADINE SANDBERG
 PO BOX 191
 LIGNITE, ND 58752

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
01/01/2022	01/02/2022	SH	1886	1	\$161.19	\$38.07	\$61.56	\$(61.56)	\$(17.48)
01/02/2022	01/04/2022	SH	1886	2	\$120.00	\$76.14	\$21.93	\$(21.93)	\$(34.95)
01/04/2022	01/05/2022	SH	1886	1	\$79.00	\$38.07	\$20.47	\$(20.47)	\$(17.48)
01/05/2022	01/06/2022	SH	1886	1	\$44.40	\$38.07	\$3.17	\$(3.17)	\$(17.48)
01/07/2022	01/09/2022	SH	1886	2	\$198.00	\$76.14	\$60.93	\$(60.93)	\$0.00
01/09/2022	01/11/2022	SH	1886	2	\$120.50	\$76.14	\$22.18	\$(22.18)	\$(34.95)
01/13/2022	01/14/2022	SH	1886	1	\$59.00	\$38.07	\$10.47	\$(10.47)	\$(17.48)
01/14/2022	01/16/2022	SH	1886	2	\$204.00	\$76.14	\$63.93	\$(63.93)	\$(34.95)
01/16/2022	01/20/2022	SH	1886	4	\$316.00	\$152.28	\$81.86	\$(81.86)	\$0.00
01/20/2022	01/22/2022	SH	1886	2	\$152.28	\$76.14	\$38.07	\$(38.07)	\$(34.95)
01/22/2022	01/24/2022	SH	1886	2	\$144.00	\$38.07	\$52.97	\$(52.97)	\$(17.48)
01/23/2022	01/25/2022	SH	1886	2	\$117.50	\$76.14	\$20.68	\$(20.68)	\$0.00
01/25/2022	01/27/2022	SH	1886	2	\$109.46	\$76.14	\$16.66	\$(16.66)	\$(34.95)
01/27/2022	01/28/2022	SH	1886	1	\$60.89	\$38.07	\$11.41	\$(11.41)	\$(17.48)
01/28/2022	01/29/2022	SH	1886	1	\$82.08	\$38.07	\$22.01	\$(22.01)	\$(17.48)
01/29/2022	01/30/2022	SH	1886	1	\$115.20	\$38.07	\$38.57	\$(38.57)	\$(17.48)
01/30/2022	02/01/2022	SH	1886	2	\$109.52	\$76.14	\$16.69	\$(16.69)	\$(34.95)
TOTAL				29	\$2,193.02	\$1,065.96	\$563.53	\$(563.53)	\$(349.50)

Misc. Credit/Expenses	
Description	Amount
Reversal of Special Assessment	\$(18,556.05)

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

R.App. 000277

Statement Summary

(Room Revenue) / Fees:	\$(563.53)
Additional Revenue (if Any):	\$(349.50)
Contracted Hotel Fees **:	\$981.02
Misc. (Credits) / Expenses:	\$(18,556.05)
Previous Balance:	\$14,697.54
Payment Received:	\$0.00
Net Due to Owner:	\$(3,790.53)
Net Due from Owner:	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).

Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves .

** Expenses under review

Pursuant to Court Order we are rescinding the Special Assessment , effective immediately. If you have paid all or any portion of the special assessment you should have already received a refund check in the amount of your payment. These orders are under Reconsideration and Unit Owners will be updated as the situation changes.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595



OWNER ACCOUNT STATEMENT

Account Number: 50683
 Unit Number: 1886
 Invoice Date: January 18, 2022
 Period: 12/01/2021 - 12/31/2021
 ** Balance (to)/ from Owner: \$14,697.54

NADINES REAL ESTATE INVEST
 ATTN: NADINE SANDBERG
 PO BOX 191
 LIGNITE, ND 58752

****PAYABLE UPON RECEIPT****

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
12/01/2021	12/03/2021	SH	1886	2	\$118.00	\$64.94	\$26.53	\$(26.53)	\$0.00
12/03/2021	12/06/2021	SH	1886	3	\$298.80	\$97.41	\$100.70	\$(100.70)	\$(52.43)
12/06/2021	12/08/2021	SH	1886	2	\$122.20	\$64.94	\$28.63	\$(28.63)	\$(34.95)
12/08/2021	12/09/2021	SH	1886	1	\$69.00	\$32.47	\$18.27	\$(18.27)	\$(17.48)
12/10/2021	12/11/2021	SH	1886	1	\$139.00	\$32.47	\$53.27	\$(53.27)	\$0.00
12/11/2021	12/12/2021	SH	1886	1	\$163.20	\$32.47	\$65.37	\$(65.37)	\$(17.48)
12/12/2021	12/13/2021	SH	1886	1	\$54.60	\$32.47	\$11.07	\$(11.07)	\$(17.48)
12/13/2021	12/15/2021	SH	1886	2	\$109.20	\$64.94	\$22.13	\$(22.13)	\$(34.95)
12/15/2021	12/17/2021	SH	1886	2	\$89.70	\$64.94	\$12.38	\$(12.38)	\$(34.95)
12/17/2021	12/19/2021	SH	1886	2	\$170.00	\$64.94	\$52.53	\$(52.53)	\$(34.95)
12/20/2021	12/21/2021	SH	1886	1	\$59.50	\$32.47	\$13.52	\$(13.52)	\$(17.48)
12/21/2021	12/23/2021	SH	1886	2	\$109.20	\$64.94	\$22.13	\$(22.13)	\$(34.95)
12/23/2021	12/24/2021	SH	1886	1	\$50.40	\$32.47	\$8.97	\$(8.97)	\$(17.48)
12/25/2021	12/26/2021	SH	1886	1	\$96.48	\$32.47	\$32.01	\$(32.01)	\$0.00
12/26/2021	12/29/2021	SH	1886	3	\$392.00	\$97.41	\$147.30	\$(147.30)	\$(52.43)
12/29/2021	12/31/2021	SH	1886	2	\$192.78	\$64.94	\$63.92	\$(63.92)	\$(34.95)
TOTAL				27	\$2,234.06	\$876.69	\$678.69	\$(678.69)	\$(401.93)

Misc. Credit/Expenses	
Description	Amount

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(678.69)
Additional Revenue (if Any):	\$(401.93)
Contracted Hotel Fees *:	\$932.55
Misc. (Credits) / Expenses:	\$0.00
Previous Balance:	\$14,845.60
Payment Received:	\$0.00
Net Due to Owner:	\$0.00
Net Due from Owner:	\$14,697.54

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

** Expenses under review

Pursuant to Court Order we are rescinding the Special Assessment, effective immediately. If you have paid all or any portion of that Special Assessment you will be mailed a refund check in the amount of your payment on or before January 24, 2022. These orders are under Reconsideration and Unit Owners will be updated as the situation changes.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

R.App. 000280

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

Account Number: 50683
 Unit Number: 1886
 Invoice Date: December 02, 2021
 Period: 11/01/2021 - 11/30/2021
 ** Balance (to)/ from Owner: \$14,845.60

NADINES REAL ESTATE INVEST
 ATTN: NADINE SANDBERG
 PO BOX 191
 LIGNITE, ND 58752

****PAYABLE UPON RECEIPT****

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
11/01/2021	11/05/2021	SH	1886	4	\$260.00	\$129.88	\$65.06	\$(65.06)	\$(30.00)
11/05/2021	11/07/2021	SH	1886	2	\$330.20	\$64.94	\$132.63	\$(132.63)	\$(29.95)
11/08/2021	11/09/2021	SH	1886	1	\$51.35	\$32.47	\$9.44	\$(9.44)	\$(14.98)
11/09/2021	11/10/2021	SH	1886	1	\$66.60	\$32.47	\$17.07	\$(17.07)	\$(14.98)
11/10/2021	11/12/2021	SH	1886	2	\$96.20	\$64.94	\$15.63	\$(15.63)	\$(29.95)
11/12/2021	11/13/2021	SH	1886	1	\$119.00	\$32.47	\$43.27	\$(43.27)	\$0.00
11/13/2021	11/15/2021	SH	1886	2	\$141.70	\$64.94	\$38.38	\$(38.38)	\$(29.95)
11/15/2021	11/16/2021	SH	1886	1	\$74.00	\$32.47	\$20.77	\$(20.77)	\$(14.98)
11/16/2021	11/18/2021	SH	1886	2	\$139.10	\$64.94	\$37.08	\$(37.08)	\$(29.95)
11/18/2021	11/22/2021	SH	1886	4	\$322.00	\$129.88	\$96.06	\$(96.06)	\$(59.90)
11/22/2021	11/23/2021	SH	1886	1	\$51.06	\$32.47	\$9.30	\$(9.30)	\$(17.48)
11/23/2021	11/25/2021	SH	1886	2	\$128.60	\$64.94	\$31.83	\$(31.83)	\$(34.95)
11/25/2021	11/26/2021	SH	1886	1	\$70.85	\$32.47	\$19.19	\$(19.19)	\$(17.48)
11/26/2021	11/28/2021	SH	1886	2	\$248.00	\$64.94	\$91.53	\$(91.53)	\$(34.95)
11/28/2021	11/29/2021	SH	1886	1	\$69.00	\$32.47	\$18.27	\$(18.27)	\$(17.48)
11/29/2021	12/01/2021	SH	1886	2	\$118.00	\$64.94	\$26.53	\$(26.53)	\$0.00
TOTAL				29	\$2,285.66	\$941.63	\$672.02	\$(672.02)	\$(376.95)

Misc. Credit/Expenses	
Description	Amount

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(672.02)
Additional Revenue (if Any):	\$(376.95)
Contracted Hotel Fees *:	\$932.55
Misc. (Credits) / Expenses:	\$0.00
Previous Balance:	\$14,962.01
Payment Received:	\$0.00
Net Due to Owner:	\$0.00
Net Due from Owner:	\$14,845.60

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves .

** Expenses under review

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

Account Number: 50683
 Unit Number: 1886
 Invoice Date: November 08, 2021
 Period: 10/01/2021 - 10/31/2021
 ** Balance (to)/ from Owner: \$14,962.01

NADINES REAL ESTATE INVEST
 ATTN: NADINE SANDBERG
 PO BOX 191
 LIGNITE, ND 58752

****PAYABLE UPON RECEIPT****

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
10/01/2021	10/03/2021	SH	1886	2	\$253.50	\$64.94	\$94.28	\$(94.28)	\$(29.95)
10/03/2021	10/06/2021	SH	1886	3	\$189.00	\$97.41	\$45.80	\$(45.80)	\$(44.93)
10/06/2021	10/09/2021	SH	1886	3	\$366.00	\$97.41	\$134.30	\$(134.30)	\$0.00
10/09/2021	10/11/2021	SH	1886	2	\$241.20	\$64.94	\$88.13	\$(88.13)	\$(29.95)
10/11/2021	10/15/2021	SH	1886	4	\$220.00	\$129.88	\$45.06	\$(45.06)	\$(59.90)
10/15/2021	10/16/2021	SH	1886	1	\$140.94	\$32.47	\$54.24	\$(54.24)	\$(14.98)
10/16/2021	10/19/2021	SH	1886	3	\$381.00	\$97.41	\$141.80	\$(141.80)	\$(25.50)
10/20/2021	10/21/2021	SH	1886	1	\$109.00	\$32.47	\$38.27	\$(38.27)	\$(14.98)
10/22/2021	10/23/2021	SH	1886	1	\$175.20	\$32.47	\$71.37	\$(71.37)	\$(7.49)
10/23/2021	10/24/2021	SH	1886	1	\$175.20	\$32.47	\$71.37	\$(71.37)	\$(7.49)
10/24/2021	10/25/2021	SH	1886	1	\$84.00	\$32.47	\$25.77	\$(25.77)	\$(14.98)
10/25/2021	10/26/2021	SH	1886	1	\$55.50	\$32.47	\$11.52	\$(11.52)	\$(14.98)
10/26/2021	10/29/2021	SH	1886	3	\$183.20	\$97.41	\$42.90	\$(42.90)	\$(44.93)
10/29/2021	10/31/2021	SH	1886	2	\$216.00	\$64.94	\$75.53	\$(75.53)	\$(29.95)
10/31/2021	11/01/2021	SH	1886	1	\$69.00	\$32.47	\$18.27	\$(18.27)	\$(14.98)
TOTAL				29	\$2,858.74	\$941.63	\$958.56	\$(958.56)	\$(354.96)

Misc. Credit/Expenses	
Description	Amount
2021 Special Assessment due to Full Reserve Study	\$18,556.05

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

R.App. 000283

Statement Summary

(Room Revenue) / Fees:	\$(958.56)
Additional Revenue (if Any):	\$(354.96)
Contracted Hotel Fees *:	\$932.55
Misc. (Credits) / Expenses:	\$18,556.05
Previous Balance:	\$(3,213.08)
Payment Received:	\$0.00
Net Due to Owner:	\$0.00
Net Due from Owner:	\$14,962.01

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

** Expenses under review

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

Account Number: 50683
 Unit Number: 1886
 Invoice Date: October 14, 2021
 Period: 09/01/2021 - 09/30/2021
 ** Balance (to)/ from Owner: \$(3,213.08)

NADINES REAL ESTATE INVEST
 ATTN: NADINE SANDBERG
 PO BOX 191
 LIGNITE, ND 58752

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
09/01/2021	09/03/2021	SH	1886	2	\$142.56	\$64.94	\$38.81	\$(38.81)	\$(29.95)
09/03/2021	09/04/2021	SH	1886	1	\$193.68	\$32.47	\$80.61	\$(80.61)	\$(14.98)
09/04/2021	09/06/2021	SH	1886	2	\$471.00	\$64.94	\$203.03	\$(203.03)	\$(29.95)
09/06/2021	09/09/2021	SH	1886	3	\$201.60	\$97.41	\$52.10	\$(52.10)	\$(44.93)
09/09/2021	09/11/2021	SH	1886	2	\$248.00	\$64.94	\$91.53	\$(91.53)	\$(29.95)
09/11/2021	09/12/2021	SH	1886	1	\$182.88	\$32.47	\$75.21	\$(75.21)	\$(14.98)
09/12/2021	09/13/2021	SH	1886	1	\$89.00	\$32.47	\$28.27	\$(28.27)	\$0.00
09/13/2021	09/20/2021	SH	1886	7	\$683.00	\$227.29	\$227.86	\$(227.86)	\$(104.83)
09/20/2021	09/21/2021	SH	1886	1	\$84.00	\$32.47	\$25.77	\$(25.77)	\$(14.98)
09/22/2021	09/24/2021	SH	1886	2	\$148.50	\$64.94	\$41.78	\$(41.78)	\$(29.95)
09/24/2021	09/26/2021	SH	1886	2	\$338.30	\$64.94	\$136.68	\$(136.68)	\$(29.95)
09/26/2021	09/27/2021	SH	1886	1	\$49.00	\$32.47	\$8.27	\$(8.27)	\$0.00
09/27/2021	09/28/2021	SH	1886	1	\$63.20	\$32.47	\$15.37	\$(15.37)	\$0.00
09/28/2021	09/29/2021	SH	1886	1	\$79.00	\$32.47	\$23.27	\$(23.27)	\$(14.98)
09/29/2021	09/30/2021	SH	1886	1	\$74.00	\$32.47	\$20.77	\$(20.77)	\$(14.98)
09/30/2021	10/01/2021	SH	1886	1	\$59.20	\$32.47	\$13.37	\$(13.37)	\$(7.49)
TOTAL				29	\$3,106.92	\$941.63	\$1,082.65	\$(1,082.65)	\$(381.87)

Misc. Credit/Expenses	
Description	Amount
Reverse mandated adjustment of 2016 fees/costs	\$10,721.77

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(1,082.65)
Additional Revenue (if Any):	\$(381.87)
Contracted Hotel Fees **:	\$932.55
Misc. (Credits) / Expenses:	\$10,721.77
Previous Balance:	\$(13,402.89)
Payment Received:	\$0.00
Net Due to Owner:	\$(3,213.08)
Net Due from Owner:	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

** Expenses under review

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595



OWNER ACCOUNT STATEMENT

Account Number: 50683
 Unit Number: 1886
 Invoice Date: September 09, 2021
 Period: 08/01/2021 - 08/31/2021
 Balance (to)/ from Owner: \$(13,402.89)

NADINES REAL ESTATE INVEST
 ATTN: NADINE SANDBERG
 PO BOX 191
 LIGNITE, ND 58752

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
08/01/2021	08/02/2021	SH	1886	1	\$115.50	\$24.54	\$45.48	\$(45.48)	\$(14.98)
08/02/2021	08/04/2021	SH	1886	2	\$208.00	\$49.08	\$79.46	\$(79.46)	\$(29.95)
08/04/2021	08/05/2021	SH	1886	1	\$194.25	\$24.54	\$84.86	\$(84.86)	\$(14.98)
08/05/2021	08/08/2021	SH	1886	3	\$825.30	\$73.62	\$375.84	\$(375.84)	\$(44.93)
08/08/2021	08/10/2021	SH	1886	2	\$201.00	\$49.08	\$75.96	\$(75.96)	\$(29.95)
08/10/2021	08/13/2021	SH	1886	3	\$282.00	\$73.62	\$104.19	\$(104.19)	\$(44.93)
08/13/2021	08/14/2021	SH	1886	1	\$156.60	\$24.54	\$66.03	\$(66.03)	\$(14.98)
08/14/2021	08/18/2021	SH	1886	4	\$386.00	\$98.16	\$143.92	\$(143.92)	\$(60.00)
08/18/2021	08/20/2021	SH	1886	2	\$283.20	\$49.08	\$117.06	\$(117.06)	\$(29.95)
08/21/2021	08/22/2021	SH	1886	1	\$153.00	\$24.54	\$64.23	\$(64.23)	\$(14.98)
08/22/2021	08/23/2021	SH	1886	1	\$85.50	\$24.54	\$30.48	\$(30.48)	\$(14.98)
08/25/2021	08/27/2021	SH	1886	2	\$148.50	\$49.08	\$49.71	\$(49.71)	\$(29.95)
08/27/2021	08/29/2021	SH	1886	2	\$261.00	\$49.08	\$105.96	\$(105.96)	\$(29.95)
08/29/2021	09/01/2021	SH	1886	3	\$217.44	\$73.62	\$71.91	\$(71.91)	\$(44.93)
TOTAL				28	\$3,517.29	\$687.12	\$1,415.09	\$(1,415.09)	\$(419.40)

Misc. Credit/Expenses	
Description	Amount

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(1,415.09)
Additional Revenue (if Any):	\$(419.40)
Contracted Hotel Fees *:	\$463.12
Misc. (Credits) / Expenses:	\$0.00
Previous Balance:	\$(12,031.53)
Payment Received:	\$0.00
<hr/>	
Net Due to Owner:	\$(13,402.89)
Net Due from Owner:	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves .

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

Receiver's Report
Grand Sierra Resort Unit Owners' Association In Receivership
For the Period from March 1 through March 31, 2022

Re: Albert Thomas, et al. vs. MEI-GSR Holdings, LLC, Grand Sierra Resort Unit Owners' Association, Village Commercial Development, LLC AM-GSR Holdings, LLC, et al.;
Case No. CV12-02222, Dept. No. OJ37

During the month of March, none of the regular procedures were performed and reported upon as they had been prior to February 2022. This Receiver's time in March was spent mainly on establishing a process for collecting rents and paying the Plaintiffs, the non-Plaintiff unit owners, and GSR on the units it owns, after paying Receiver's fees. An employer identification number ("EIN") for this Receiver has not yet been received, even though the application for the EIN has been resubmitted by me. Also, I have made attempts to contact the Internal Revenue Service as to the status of it issuing an EIN, but with no success. Without an EIN, this Receiver cannot open a bank account. As a result, the UOAs bank account, over which I have control, will be used to deposit the rents collected and make the aforementioned disbursements to the Receiver, to the private unit owners and to GSR. The following is an explanation of the procedures that are to be followed for collecting rents and making disbursements:

Upon my receiving the payment for all the rents from GSR I will in turn deposit the amount of the payment into the UOA bank account. Since the net rents for the Plaintiffs and non-Plaintiff TPOs have already been determined by GSR for January and February, then only the total of those net rents will need to be included in the payment to me, plus GSR's one-half share of the rents for January through March. My assistant and I will verify that the net rents for the Plaintiff and non-Plaintiff-TPO unit owners are correct based on the charges for the fees and reserves deducted by GSR, which will change once I determine the revised charges. Also, included in the payment of the rents to me will be the gross rents collected for the GSR units for the period January and February.

After my having received the payments from the amounts to be paid to the GSRUOA, which will be sent to me to deposit, I will issue checks for Receiver's fees outstanding, and my assistant will prepare checks to those who paid the special assessments in July and November 2021, with only one check to GSR for the special assessments that it paid on the GSR-owned units. If then, there are enough funds to first pay the Plaintiffs and non-Plaintiff TPOs for their respective shares of the net rents on their units, along with GSR's share of net rents on the GSR-owned units, i.e., after deducting charges from the rents on the GSR-owned units that are equivalent to the charges to the all the TPOs on their units, then GSR will be paid its one-half share of the rents in a separate check.

To the extent the rents for January and February are not sufficient to cover the amounts to be paid in the order presented above, then any amounts that cannot be paid will first be paid in the subsequent months to February before any payments are made for those subsequent months, except that the Receiver's fees for each such subsequent month will be paid first, and then if any amounts are still owed for the refunding of the special assessments, they will take priority.

For March and for each month thereafter the same procedures as described above will be followed, except that (1) all the rents received from GSR will include the gross rents for the Plaintiff and non-

Plaintiff TPO units, as are with the rents for the GSR-owned units, and my assistant and I will deduct the applicable fee charges to all 670 units, and (2) once the fee charges for 2020, 2021 and year-to-date 2022 fee charges have been revised, adjustments will be made for the Plaintiff and non-Plaintiff TPO units for these periods, and the fees charges attributable to GSR for its units will be revised since January 2022. As soon as the charges for the reserves are re-determined, adjustments will be made based on the revised amounts.

When I informed Mr. Reed that, until I receive an EIN for me as Receiver, the bank account of the UOA is going to be used as a conduit for collecting rents and making the payments as described above, he expressed some concern about whether the nonprofit status of the UOA might be compromised. Although I have had considerable experience with not-for-profit entities, but not having been involved with that area of practice for over twenty years, I did not believe that provisions under the Internal Revenue Code ("IRC") and the related regulations would apply to the UOA's tax status. However, in order to be certain that no such problem existed, I decided to perform some research to ascertain that using the UOA's bank account would not affect its filing status as an association, and also, I contacted the UOA's accounting and tax preparation firm to ask them if they believed whether the UOA's filing status would be affected. Although we both came to the conclusion that under the IRC section and related regulations that would normally apply to certain types of associations, the UOA would not be prohibited from using its account as a conduit, yet during the course of my research, I further came to the conclusion that there is a strong likelihood that the UOA's tax return filing status has been incorrect because it had been based on an IRC section that is not applicable to the UOA. A different IRC section applies to UOA's type of entity. The firm that prepares the UOA's tax returns appears to agree that this is the case but the partner-in-charge of the UOA account told me that he is verifying this. As of the date of this report, he has not gotten back to about confirming that the incorrect tax status has been used for the UOA. If in fact the tax status of the UOA has not been correct, which, as I mentioned above, there is a strong likelihood this is the case, then the tax returns and taxes paid for any years in which the UOA had taxable income are wrong. I will remain in contact with the accounting/tax preparation firm so that we can determine what might be the best way to deal with the past filings of incorrect tax returns, including any underpayments or overpayments of income taxes.

The bank statements for each of the three reserve accounts are attached to this report. The total the balances in the reserve bank accounts as of March 31 is \$13,185,679.43 compared to the total of the balances in the reserve bank accounts as of February 28, which was \$12,882,990.69.

This Receiver and his counsel are owed a total of \$81,725 for services for the months of October 2021 through March 2022.

Respectively,

TEICHNER ACCOUNTING FORENSICS & VALUATIONS, PLLC



Richard M. Teichner,
CPA, ABV, CVA®, MAFF®, CFF, CRFAC®, CRFAU, DABFA®, FCPA™, CGMA®, CDFA®
As Receiver for the Grand Sierra Resort Unit Owners' Association

April 7, 2022

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

1 CODE: 1520
Jarrad C. Miller, Esq. (NV Bar No. 7093)
2 Jonathan J. Tew, Esq. (NV Bar No. 11874)
Briana N. Collings, Esq. (NV Bar No. 14694)
3 Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600
4 Reno, Nevada 89501
(775) 329-5600
5 jarrad@nvlawyers.com
jon@nvlawyers.com
6 briana@nvlawyers.com
Attorneys for Plaintiffs
7

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

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

11 Plaintiffs,

12 vs.

Case No. CV12-02222
Dept. No. OJ37

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

18 Defendants.
19

20 **DECLARATION OF JARRAD C. MILLER IN SUPPORT OF PLAINTIFFS' MOTION**
21 **FOR ORDER TO SHOW CAUSE**

22 I, Jarrad C. Miller, state:

23 1. Except as otherwise stated, all matters herein are based upon my personal
24 knowledge.

25 2. I am over the age of 18, competent to make this Declaration, and if called to
26 testify as a witness in this action, my testimony will be consistent with the statements contained
27 in this Declaration.

28 3. I am an attorney of record for Plaintiffs herein.

4. I am licensed to practice law in the State of Nevada, and am a Shareholder of the Robertson, Johnson, Miller & Williamson law firm, which has offices in Reno, Nevada and Las Vegas, Nevada.

5. Despite the Court's clear directive approving the Receiver's new fee calculations and directive that they be applied retroactive to January 2020 with payment to Plaintiffs within thirty (30) days, the Defendants issued the April 18, 2022 Monthly Owner Account Statements with improper, inflated fees, and continued to improperly hold Plaintiffs' rental revenue going back to January of 2020.

6. Further, because the Defendants have refused to turn over rents to the Receiver, he is owed a substantial amount of money and is no longer performing essential duties or tasks specifically ordered by the Court.

7. Attached to Plaintiffs' Motion for Order to Show Cause ("Motion") as Exhibit 1 is a true and correct copy of email exchanges between counsel for the parties.

8. Attached as Exhibit 2 to the Motion is a true and correct copy of the Monthly Owner Account Statements issued to Plaintiff Nadine Sandberg for Unit 1886.

9. Attached as Exhibit 3 to the Motion is a true and correct copy of the Receiver's Report for March 2022.

/s/ Jarrad C. Miller
Jarrad C. Miller, Esq.

CODE: 2145
Jarrad C. Miller, Esq. (NV Bar No. 7093)
Briana N. Collings, Esq. (NV Bar No. 14694)
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Telephone: (775) 786-6868
Facsimile: (775) 786-9716
rle@lge.net

Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

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

Defendants.

Case No. CV12-02222
Dept. No. OJ41

PLAINTIFFS' MOTION FOR ORDER
TO SHOW CAUSE

Plaintiffs, by and through their counsel of record, the law firms of Robertson, Johnson, Miller & Williamson and Lemons, Grundy & Eisenberg, hereby move this Honorable Court for an Order to Show Cause why the Defendants should not be held in contempt in accordance with NRS 22.010(3) for their failure to comply with this Court's November 21, 2022 Order. This motion ("Motion") is supported by the following memorandum of points and authorities, the

1 attached Declaration under NRS 22.030(2), the other exhibits attached hereto, and all other
2 documents on file before this Court pertaining to the above-referenced matter.

3 RESPECTFULLY SUBMITTED this 28th day of December, 2022.

4 ROBERTSON, JOHNSON,
5 MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
6 Reno, Nevada 89501

7 *And*

8 LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
9 Reno, Nevada 89519

10 By: /s/ Jarrad C. Miller

Jarrad C. Miller, Esq.
11 Briana N. Collings, Esq.

12 *Attorneys for Plaintiffs*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The pattern continues! The Defendants are becoming even more emboldened to willfully
4 violate yet another Court order, issued November 14, 2022, after numerous pending Motions for
5 Orders to Show Cause go unruléd upon. This recent violation perpetuates the outrageous injustice
6 whereby the receivership is ignored and the Defendants steal the Plaintiffs' rental revenue – month
7 after month after month to slowly grind the Plaintiffs into defeat.

8 Pursuant to **numerous Court orders**, simple logic, equity, and any sense of justice, the
9 Receiver's Court-approved fees calculations are to be charged to the Plaintiffs' units, and the
10 Plaintiffs are to be paid the rental revenue earned as a result of the rental of the Plaintiffs' units
11 each month in accordance with the Governing Documents. However, despite the November 14,
12 2022 Order denying key aspects of Defendants' motions for reconsideration and effectively
13 reaffirming prior unambiguous orders requiring the payment of rent, monthly, under the Receiver's
14 calculated court approved fees – both the November 2022 and December 2022 Owner Account
15 Statements issued by Defendants after the November 14, 2022 Order **willfully violate the Court**
16 **orders by leaving in place the Defendants' hyperinflated fees that conflict with the Receiver's**
17 **Court-ordered fees, and the Defendants continue to steal the rental revenue owed to the**
18 **Plaintiffs (financially crushing them).**

19 This case now has a third judge, after the Defendants' affiliates funded approximately 90
20 percent of a campaign to unseat this case's original judge who presided over this case for nearly
21 eight years. The case's progression through numerous judges has proven it is extremely difficult
22 for the Court to have a complete understanding of the voluminous record. Nonetheless, such a
23 review of the record reveals that only an order of contempt will result in the Court's orders being
24 complied with by these rogue Defendants, who, in the words of the Court, have "done everything
25 possible to make the proceedings unjust, dilatory, and costly" and have been responsible for
26 "systematic attempts at obfuscation and intentional deception"¹

27 _____
28 ¹ October 9, 2015 Findings of Fact, Conclusions of Law and Judgment ("FFCLJ") at 2:16-18. See also January 7,
2021 Order of Recusal of Presiding Judge and for Random Reassignment and December 28, 2021 Affidavit of Bias
or Prejudice.

1 Accordingly, the Court should, **without further delay**, grant this Motion and require the
2 Defendants to show cause as to why they should not be held in contempt.

3 **II. FACTS**

4 The November 14, 2022 Order denied Defendants' January 14, 2022 Motion for Leave to
5 File Motion for Reconsideration of Order Granting Plaintiffs' Motion for Instructions to Receiver;
6 granted in part Defendants' January 14, 2022 Motion for Leave to file Motion for Reconsideration
7 of Order Granting Plaintiffs' Motion to Stay Special Assessment and Request for Oral Argument;
8 denied Defendants' January 18, 2022 Motion for Leave to File Motion for Reconsideration of
9 Order Granting Receiver's Motion for Orders and Instructions and Request for Oral Argument;
10 granted Defendants' January 18, 2022 Motion for Leave to File Motion for Reconsideration of
11 Order Approving Receiver's Requested to Approve Updated Fees and Request for Oral Argument;
12 and, critically, declined to modify the prior order. In sum, the November 14, 2022 Order upheld
13 the Court's previous January 4, 2022 orders which Defendants sought to reverse or amend.

14 As a result of the November 14, 2022 Order, it cannot be disputed that the: (1) January 4,
15 2022 Order Granting Plaintiffs' Motion for Instructions to Receiver; (2) January 4, 2022 Order
16 Granting Plaintiffs' Motion to Stay Special Assessment – as modified by the November 14, 2022
17 Order wherein the “Court clarifies that the Receiver is limited to collecting those rents only from
18 the Plaintiff and Defendant owned units”; (3) January 4, 2022 Order Granting Receiver's Motion
19 for Orders & Instructions; and (4) Order Approving Receiver's Request to Approve Updated Fees
20 (herein “Affirmed Orders”) **all must be timely complied with by both the Receiver and**
21 **Defendants.** Neither the Receiver nor Defendants have, to date, been given any authority to
22 modify, change, or ignore the Court's orders.

23 On November 18, 2022, *after the November 14, 2022 Order*, Defendants disseminated
24 Owner Account Statements to the Plaintiffs which willfully violate the Court's orders by applying
25 fees that directly conflict with the Court's orders. (See Exhibit 1, Sample Owner Account Stated
26 dated November 18, 2022.)

27 (1) The Receiver's new fee calculations as submitted to the Court should
28 **immediately be applied retroactive to January 2020 and going forward**
until a subsequent order from the Court is issued (2) the amounts owed to
Plaintiffs under those fee calculations should be paid to Plaintiffs within

1 **thirty (30) days in accordance with the Governing Documents; (3) the Receiver**
2 **should be permitted to calculate the 2020 fee calculation using the same**
3 **methodology – and once those calculations are completed, the Receiver can**
4 **reconcile the unit owner accounts to reflect the difference between the 2020**
5 **and 2021 fee calculations; Any adjustments to the fees as a result of**
6 **motion practice by the parties shall be credited or debited accordingly, but**
7 **in the interim, rental revenue shall be calculated based upon the Receiver’s**
8 **2021 calculations.**

9 (Order Approving Receiver’s Request to Approve Updated Fees dated January 4, 2022 at 2:3-15,
10 emphasis supplied; those fees approved thereby, “Approved Updated Fees”); see also Order
11 Granting Plaintiffs’ Motion for Instructions to Receiver dated January 4, 2022 and Order dated
12 November 14, 2022.) The Court’s order requires the use of the Receiver’s fees. The calculations
13 have been litigated and approved by the Court. (See Receiver Analysis and Calculation of Daily
14 Use Fee, Shared Facilities Unit Expense Fee and Hotel Expense Fee with Request to Approve
15 Updated Fees and for Court to Set Effective Date for New Fees (“Fees Calculation”), filed August
16 16, 2021, and Order Approving Receiver’s Requested to Approve Updated Fees, filed by the Court
17 January 4, 2022.)

18 Defendants’ issuance of the November and December monthly statements with their own
19 hyperinflated fees is a willful violation of the Court’s orders. For example, the Receiver has
20 calculated the Daily Use Fee (“DUF”) between \$22.02 and \$25.63 per night depending on the size
21 of the units. (Fees Calculation at 5:5-7.) The rogue Defendants are now charging \$38.07 for the
22 DUF – a **daily** fee that is charged for each day the unit is rented in any given month. (See Ex. 1;
23 Ex. 2, Sample Owner Account Statement dated December 14, 2022.)

24 On November 23, 2022, counsel for Plaintiffs sent an email to counsel for Defendants and
25 the Receiver explaining that the November 18, 2022 Owner Account Statement, Ex. 1., willfully
26 violates the Court’s orders and that if the December Owner Account Statement did not comply
27 with the Court’s orders that Plaintiffs would seek relief from the Court. (See Ex. 3, Email to
28 McElhinney.) Plaintiffs thereafter received the December Owner Account Statements and these,
like the November statements, also willfully again violate the Court’s Orders by applying
Defendants’ hyperinflated fees. (See Ex. 2.) Further, the rents for Plaintiffs’ units, after applying
the Receiver’s Approved Updated Fees, have not been turned over to the Receiver so that Plaintiffs

1 can be paid **within thirty (30) days all rents owed to Plaintiffs through the end of November**
2 **2022**. Again, neither the Receiver or Defendants have, to date, been given any authority to modify,
3 change, or ignore the Court's orders which must be followed without deviation.

4 Accordingly, the Plaintiffs request the Court issue an order to show cause as to why the
5 Defendants should not be held in contempt of Court for issuing monthly account statements that
6 willfully violate the Court's orders and refusing to pay/turnover the rental proceeds.

7 **III. LEGAL ARGUMENT**

8 The Nevada Revised Statutes provide this Court with the authority to hold the Defendants
9 in contempt. Such authority provides that among those "acts or omissions [that] shall be deemed
10 contempts" is "[d]isobedience or resistance to any lawful writ, order, rule or process issued by the
11 court or judge at chambers." NRS 22.010(3).

12 Accordingly, this Court has the authority to hold the Defendants in contempt for violating
13 its orders. See also NRS 1.210 ("Every court shall have power: . . . (3) "[t]o compel obedience to
14 its lawful judgments, orders and process, and to the lawful orders of its judge out of court in an
15 action or proceeding pending therein.").

16 **IV. CONCLUSION**

17 The Defendants, **again**, need to be compelled to comply with this Court's orders. The
18 Defendants have willfully violated the Court's orders by leaving in place their own hyperinflated
19 fees that conflict with the Receiver's Court-ordered fees and continue to steal the rental revenue
20 owed to the Plaintiffs which, under the Court's orders, should have been paid to the Plaintiffs
21 within thirty (30) days. Accordingly, this Court should grant this Motion, **without further delay**,
22 and require the Defendants to show cause as to why they should not be held in contempt.

23 **AFFIRMATION:** Pursuant to NRS § 239B.030, the undersigned does hereby affirm that
24 the preceding document does not contain the social security number of any person.

25 DATED this 28th day of December, 2022.

26 ROBERTSON, JOHNSON,
27 MILLER & WILLIAMSON

28 By: /s/ Jarrad C. Miller

Jarrad C. Miller, Esq.
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of 18,
4 and not a party within this action. I further certify that on the 28th day of December, 2022, I
5 electronically filed the foregoing **PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE**
6 with the Clerk of the Court by using the ECF system which served the following parties
7 electronically:

8 Daniel F. Polsenberg, Esq.
9 Jennifer K. Hostetler, Esq.
10 Dale Kotchka-Alaines, Esq.
11 Lewis Roca Rothgerber Christie, LLP
12 One East Liberty Street Suite 300
13 Reno, NV 89501
14 *Attorneys for Defendants*

F. DeArmond Sharp, Esq.
Stefanie T. Sharp, Esq.
Robison, Sharp Sullivan & Brust
71 Washington Street
Reno, NV 89503
Attorneys for Receiver
Richard M. Teichner

13 Abran Vigil, Esq.
14 Meruelo Group, LLC
15 Legal Services Department
16 5th Floor Executive Offices
17 2535 Las Vegas Boulevard South
18 Las Vegas, NV 89109
19 *Attorneys for Defendants*

David C. McElhinney, Esq.
Meruelo Group, LLC
2500 E. 2nd Street
Reno, NV 89595
Attorney for Defendants

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/s/ Stefanie Martinez
An Employee of Robertson, Johnson, Miller & Williamson

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Index of Exhibits

<u>No.</u>	<u>Description</u>	<u>Pages</u>
1	November Owner Account Statement	2
2	December Owner Account Statement	1
3	Email dated November 23, 2022	2
4	Declaration of Jarrad C. Miller, Esq.	2

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

Account Number: 50687
 Unit Number: 1762
 Invoice Date: November 18, 2022
 Period: 10/01/2022 - 10/31/2022
 ** Balance (to)/ from Owner: \$(7,334.56)

TMI PROPERTY GROUP
 898 LUXURY DRIVE

CONCORD, CA 94518

Reservation Detail

Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
10/01/2022	10/02/2022	SH	1762	1	\$125.00	\$38.07	\$43.47	\$(43.47)	\$(19.98)
10/02/2022	10/04/2022	SH	1762	2	\$140.00	\$76.14	\$31.93	\$(31.93)	\$(39.95)
10/05/2022	10/06/2022	SH	1762	1	\$65.00	\$38.07	\$13.47	\$(13.47)	\$(19.98)
10/06/2022	10/09/2022	SH	1762	3	\$342.00	\$114.21	\$113.90	\$(113.90)	\$(22.50)
10/10/2022	10/12/2022	SH	1762	2	\$140.00	\$76.14	\$31.93	\$(31.93)	\$(39.95)
10/12/2022	10/13/2022	SH	1762	1	\$66.48	\$38.07	\$14.21	\$(14.21)	\$(19.98)
10/13/2022	10/15/2022	SH	1762	2	\$285.93	\$76.14	\$104.90	\$(104.90)	\$(39.95)
10/15/2022	10/17/2022	SH	1762	2	\$190.00	\$76.14	\$56.93	\$(56.93)	\$(39.95)
10/17/2022	10/19/2022	SH	1762	2	\$130.00	\$76.14	\$26.93	\$(26.93)	\$(39.95)
10/19/2022	10/21/2022	SH	1762	2	\$150.00	\$76.14	\$36.93	\$(36.93)	\$(17.48)
10/21/2022	10/22/2022	SH	1762	1	\$134.00	\$38.07	\$47.97	\$(47.97)	\$(19.98)
10/22/2022	10/23/2022	SH	1762	1	\$183.60	\$38.07	\$72.77	\$(72.77)	\$(19.98)
10/24/2022	10/25/2022	SH	1762	1	\$55.20	\$38.07	\$8.57	\$(8.57)	\$(19.98)
10/25/2022	10/27/2022	SH	1762	2	\$130.00	\$76.14	\$26.93	\$(26.93)	\$(39.95)
10/27/2022	10/28/2022	SH	1762	1	\$66.60	\$38.07	\$14.27	\$(14.27)	\$(19.98)
10/28/2022	10/29/2022	SH	1762	1	\$85.00	\$38.07	\$23.47	\$(23.47)	\$(19.98)
10/29/2022	10/30/2022	SH	1762	1	\$107.28	\$38.07	\$34.61	\$(34.61)	\$(19.98)
10/30/2022	10/31/2022	SH	1762	1	\$60.00	\$38.07	\$10.97	\$(10.97)	\$(19.98)
TOTAL				27	\$2,456.09	\$1,027.89	\$714.10	\$(714.10)	\$(479.43)

Misc. Credit/Expenses

Description	Amount
2021 YE True Up	\$58.26

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

R.App. 000304

Statement Summary

(Room Revenue) / Fees:	\$(714.10)
Additional Revenue (if Any):	\$(479.43)
Contracted Hotel Fees *:	\$981.02
Misc. (Credits) / Expenses:	\$58.26
Previous Balance:	\$(7,180.31)
Payment Received:	\$0.00
Net Due to Owner:	\$(7,334.56)
Net Due from Owner:	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

** Expenses under review

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

R.App. 000305

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”



OWNER ACCOUNT STATEMENT

Account Number: 50687
 Unit Number: 1762
 Invoice Date: December 14, 2022
 Period: 11/01/2022 - 11/30/2022
 ** Balance (to)/ from Owner: \$(7,530.87)

TMI PROPERTY GROUP
 898 LUXURY DRIVE

CONCORD, CA 94518

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
11/01/2022	11/04/2022	SH	1762	3	\$172.50	\$114.21	\$29.15	\$(29.15)	\$(59.93)
11/04/2022	11/06/2022	SH	1762	2	\$278.00	\$76.14	\$100.93	\$(100.93)	\$(39.95)
11/06/2022	11/08/2022	SH	1762	2	\$120.32	\$76.14	\$22.09	\$(22.09)	\$(39.95)
11/08/2022	11/12/2022	SH	1762	4	\$476.00	\$152.28	\$161.86	\$(161.86)	\$(40.00)
11/12/2022	11/14/2022	SH	1762	2	\$378.00	\$76.14	\$150.93	\$(150.93)	\$(39.95)
11/14/2022	11/18/2022	SH	1762	4	\$205.32	\$152.28	\$26.52	\$(26.52)	\$0.00
11/18/2022	11/22/2022	SH	1762	4	\$566.00	\$152.28	\$206.86	\$(206.86)	\$(79.90)
11/23/2022	11/25/2022	SH	1762	2	\$150.40	\$76.14	\$37.13	\$(37.13)	\$(59.93)
11/25/2022	11/26/2022	UH	1762	1	\$160.65	\$38.07	\$61.29	\$(61.29)	\$(59.93)
11/26/2022	11/27/2022	UH	1762	1	\$156.60	\$38.07	\$59.27	\$(59.27)	\$(19.98)
TOTAL				25	\$2,663.79	\$951.75	\$856.02	\$(856.02)	\$(439.50)

Misc. Credit/Expenses	
Description	Amount
2021 YE True Up	\$58.26

Statement Summary	
(Room Revenue) / Fees:	\$(856.02)
Additional Revenue (if Any):	\$(379.58)
Contracted Hotel Fees *:	\$981.02
Misc. (Credits) / Expenses:	\$58.26
Previous Balance:	\$(7,334.56)
Payment Received:	\$0.00
Net Due to Owner:	\$(7,530.87)
Net Due from Owner:	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
 Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves .

** Expenses under review

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

R.App. 000307

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

Jarrad Miller

From: Jarrad Miller
Sent: Wednesday, November 23, 2022 1:07 PM
To: Stefanie Sharp; 'Abran Vigil'; 'David McElhinney'
Cc: Briana Collings; 'Robert L. Eisenberg, Esq'
Subject: GSR Affirmed Orders
Attachments: GSR.pdf; October 2022 Statements.pdf

Dear Ms. Sharp, Mr. Vigil and Mr. McElhinney:

We write to hopefully avoid additional unnecessary motion practice. As a result of the Court's **November 14, 2022** order, it cannot be disputed that the: (1) January 4, 2022 Order Granting Plaintiffs' Motion for Instructions to Receiver; (2) January 4, 2022 Order Granting Plaintiffs' Motion to Stay Special Assessment – as modified by the November 14, 2022 Order wherein the "Court clarifies that the Receiver is limited to collecting those rents only from the Plaintiff and Defendant owned units"; (3) January 4, 2022 Order Granting Receiver's Motion for Orders & Instructions; and (4) Order Approving Receiver's Request to Approve Updated Fees (herein "Affirmed Orders") **ALL** must be timely complied with by both the Receiver and Defendants.

Attached please find a sample Owner Account Statement dated **November 18, 2022** (sent by Defendants after the issuance of the Affirmed Orders) that willfully violates the Court's orders by applying fees that directly conflict with the Court's orders. Equally important and related is the fact that the theft of Plaintiffs' rental revenue continues to occur. In addition, attached please find a letter from Defendants dated **November 20, 2022** (sent after the issuance of the Affirmed Orders) concerning the 2023 Budget for the Shared Facility Unit, Hotel Unit, and Unit Maintenance Agreement which also patently and willfully violates the Court's orders. At this stage in the litigation it is nothing less than outrageous that the Defendants continue to disrespect the clear directives of the Court causing more wasted attorneys' fees. See e.g., "[T]he Receiver has sole authority to order and oversee reserve studies . . ." Order Granting Receiver's Motion for Orders & Instructions at 7:22-28. "[T]he Receiver shall recalculate the DUF, SFUE, and HE based on the same methodology as has been used in calculating the fee charges for 2021, subject to Court approval of such methodology. Those fees in place prior to the Court's September 27, 2021 Order shall remain in place until the fees for 2020 are recalculated and approved by the Court . . ." (*Id.* at 8:1-5.) "[T]he appointment of a receiver terminates the authority of an entity's officers and directors, and places all such authority in the receiver alone." (*Id.* at 3. See also Order Approving Receiver's Request to Approve Fees a 2.)

While there are numerous dictates in the Affirmed Orders, we write to inform both the Receiver and Defendants that we will seek relief from the Court if the following events do not occur, and are not reflected, on the Owner Account Statements issued next month. (As a professional courtesy and to keep the date of the Owner Account Statements consistent, this deadline is slightly longer than the 30 days dictated by the Court's orders. See Order Approving Receiver's Request to Approve Updated Fees at 2:5-7.)

1. That the rents for the Plaintiffs' and Defendants' units must be turned over to the Receiver. (See e.g., November 14, 2022 Order at 2:1-2.)
2. That upon receipt of the rents by the Receiver, pursuant to the Court's orders, the Receiver can, from those funds, pay his outstanding invoices and those of his counsel.
3. That the "Receiver's new fee calculations as submitted to the Court should immediately be applied retroactive to January 2020 and going forward until a subsequent order from the Court is issued; (2) the amounts owed to Plaintiffs under those fee calculations should be paid to Plaintiffs within thirty (30) days in accordance with the Governing Documents; . . . [a]ny adjustments to the fees as a result of motion practice by the parties shall be credited or debited accordingly, but in the interim, rental revenue shall be calculated based upon the Receiver's 2021 calculations." (See January 4, 2022, Order Approving Receiver's Request to Approve Updated Fees at 2.)

In summary, the Affirmed Order demonstrate that it would be yet another patent and willful violation of the Court's November 14, 2022 Order/Affirmed Orders if the rents for the Plaintiffs' and Defendants' units, after applying the Receiver's Approved Updated Fees, are not turned over to the Receiver so that both the Receiver, Receiver's counsel, and Plaintiffs can be paid within thirty (30) days of the November 14, 2022 Order.

Given the dictates of the January 4, 2022 Order Approving Receiver's Request to Approve Updated Fees, it should be a relatively simple task to apply the "Receiver's Approved Updated Fees" to Plaintiffs' and Defendants' units, going back to January 2020, to determine the amounts that must be turned over to the Receiver and the amounts that must be paid to the Plaintiffs.

Further, it is clear from the Court's orders that any changes to the reserves or special assessment which occurred that do not tract the Seventh Amended CC&Rs, and were not conducted under the sole authority of the Receiver, are *void ab initio* and must be reversed. (Order Granting Receiver's Motion for Orders & Instructions at 7.)

We look forward to compliance with the Court's orders so that additional motion practice, wasted attorneys' fees/judicial resources, can be avoided.

Sincerely,
Jarrad C. Miller, Esq.
Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600
Reno, NV 89501
Telephone: (775) 329-5600
Facsimile: (775) 348-8300
Email: JARRAD@NVLAWYERS.COM
Website: www.nvlawyers.com

Important:

Please do not forward this e-mail without the expressed consent of the Author.

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EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

CODE: 1520
Jarrad C. Miller, Esq. (NV Bar No. 7093)
Briana N. Collings, Esq. (NV Bar No. 14694)
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briana@nvlawyers.com

Robert L. Eisenberg, Esq. (NV Bar No. 0950)
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Reno, Nevada 89519
Telephone: (775) 786-6868
Facsimile: (775) 786-9716
rl@lge.net

Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

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

Defendants.

DECLARATION OF JARRAD C. MILLER IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE

I, Jarrad C. Miller, state:

1. Except as otherwise stated, all matters herein are based upon my personal knowledge.

1 2. I am over the age of 18, competent to make this Declaration, and if called to
2 testify as a witness in this action, my testimony will be consistent with the statements contained
3 in this Declaration.

4 3. I am an attorney of record for Plaintiffs herein.

5 4. I am licensed to practice law in the State of Nevada, and am a Shareholder of the
6 Robertson, Johnson, Miller & Williamson law firm, which has offices in Reno, Nevada and Las
7 Vegas, Nevada.

8 5. Attached to Plaintiffs' Motion for Order to Show Cause ("Motion") as Exhibit 1
9 is a true and correct copy of the November Owner Account Statement for Unit 1762.

10 6. Attached as Exhibit 2 to the Motion is a true and correct copy of the December
11 Owner Account Statement for Unit 1762.

12 7. Attached as Exhibit 3 to the Motion is a true and correct copy of an email to
13 counsel dated November 23, 2022.

14 8. Exhibits 2 and 3 demonstrate that Defendants have issued Owner Account
15 Statements to Plaintiffs in violation of the Court's orders requiring the use of the Court approved
16 fees calculated by the Court appointed receiver and have further failed to pay or release rental
17 revenue derived from the rental of Plaintiffs' units in accordance with the Court's orders.

18 I declare under penalty of perjury that the foregoing is true and correct to the best of my
19 own knowledge, except as to those matters stated on information and belief, and that as to such
20 matters I believe them to be true.

21 DATED this 28th day of December, 2022.

22 /s/ Jarrad C. Miller
23 Jarrad C. Miller, Esq.

1 CODE: 3835
2 F. DeArmond Sharp, Esq., NSB 780
3 dsharp@rssblaw.com
4 Stefanie T. Sharp, Esq. #8661
5 ssharp@rssblaw.com
6 **ROBISON, SHARP, SULLIVAN & BRUST**
7 71 Washington Street
8 Reno, Nevada 89503
9 Telephone: (775) 329-3151
10 Facsimile: (775) 329-7169
11 *Attorneys for the Receiver for the Grand Sierra*
12 *Resort Unit Owners' Association, Richard M. Teichner*

13
14
15 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

16
17 IN AND FOR THE COUNTY OF WASHOE

18
19 ALBERT THOMAS, individually; *et al.*,

Case No.: CV12-02222

20
21 Plaintiff,

Dept. No.: OJ37

22 vs.

23
24 MEI-GSR Holdings, LLC, a Nevada Limited
25 Liability Company, GRAND SIERRA RESORT
26 UNIT OWNERS' ASSOCIATION, a Nevada
27 nonprofit corporation, GAGE VILLAGE
28 COMMERCIAL DEVELOPMENT, LLC, a
Nevada Limited Liability Company; AM-GSR
HOLDINGS, LLC, a Nevada Limited Liability
Company; and DOE DEFENDANTS 1
THROUGH 10, inclusive,
Defendants.

_____/

REPORT OF RECEIVER

Leslie Lucero

From: Richard Teichner
Sent: Tuesday, October 11, 2022 9:38 AM
To: 'Holly'; DPolsenberg@lewisroca.com; 'Dawn'; Leslie Lucero; David.McElhinney@meruelogroup.com; 'Jennifer'; jhess@lewisroca.com; Abran.Vigil@meruelogroup.com; 'Jarrad Miller'; 'Briana Collings'; rle@lge.net; Ann.Hall@meruelogroup.com; Iliana.Godoy@meruelogroup.com; Kathryn.Crawford@washocourts.us; ABrantley-Lomeli@lewisroca.com; JHelm@lewisroca.com; tra@lge.net
Cc: Stefanie Sharp; DeArmond Sharp
Subject: Re: Financial viability of the GSRUOA

Presently, the GSRUOA does not have the funds to continue its operations. Therefore it is not a viable entity. One of the reasons that the UOA is insolvent is because various Plaintiffs have not paid their monthly dues. Although I cannot say with absolute certainty the reason for Plaintiffs not paying their monthly dues, it would appear that a reason for this is because they have not received any net rental distributions in over two years.

Jeanne Tarantino, the property manager handling the UOA business at Associa, had asked me to authorize the UOA to make a special assessment immediately. I, in turn, informed Ms. Tarantino that I cannot authorize any special assessment to the unit owners, as the Court has ordered that the previous special assessments be refunded to the unit owners.

In light of the dilemma, I asked Ms. Tarantino to contact the UOA's independent counsel regarding the possibility of the UOA having to cease operations permanently. Here is the response of the UOA's counsel, Gayle Kern:

As we discussed, there is only once (sic) source of income for an association – assessments. You either have to increase assessments to cover expenses or collect the delinquent assessments.

Therefore, pursuant to NRS 116 (which this condo hotel operates under), the Association is required to pursue and collect all assessments in accordance with NRS 116.3116 et seq. This process provides for a non-judicial foreclosure process regarding delinquencies. It is my understanding you have approximately 11 accounts that are at the Notice of Sale phase. The Association should proceed with collection unless the owners have entered into an agreement to make payments that would bring the accounts current in a reasonable time. With respect to these 11 accounts, it is my understanding there has been no communication from the owners or agreement to make payments and bring the accounts current. With respect to the non-judicial foreclosure process, the only concern of the Association is making sure the process is followed. This includes the actual sale itself. The Association's obligation is to collect the amount due and to make sure that the collection company ensures it is not purchased by a prohibited entity/person. As long as it is not one of the prohibited entities, the Association's only duty is to make sure the money is collected. It is my opinion the Association is breaching its duty if it fails to proceed with the process, especially when there is a situation of insufficient income to offset the expenses. Pursuant to NRS 116.3116(7) as amended in 2021:

7. The following persons may not purchase the unit:
 - (a) Any person who was involved in the process of foreclosing the association's lien pursuant to NRS 116.3116 to 116.31168, inclusive, including, without limitation:
 - (1) Any person who exercised discretion in any decision relating to the foreclosure of the lien and any person employed by such a person;
 - (2) A collection agency used by the association to collect an obligation relating to the unit;

- (3) A community manager of the association and any of his or her assistants;
- (4) A member of the executive board of the association; or
- (5) An attorney who provided representation to any of the parties with regard to the foreclosure of the lien;
- (b) Any person who is related by blood, adoption, marriage or domestic partnership within the third degree of consanguinity or affinity to a person set forth in paragraph (a); or
- (c) The person conducting the sale or any entity in which that person holds an interest.

The Association, may not, just decide not to operate. There has to be an association unless it is lawfully terminated as provided in NRS 116.2118 and the Declaration. There is a process for termination, but there is no process to suspend the operation of the Association.

It is my further understanding the outstanding issue is ongoing expenses, not that the Association is in debt. Therefore, filing bankruptcy would be expensive and have no benefit. There is no debt to restructure.

As noted above, if there are ongoing expenses, the Association's only alternatives are to increase assessments and collect all delinquencies. If there is a desire to have the Association shut down, you must follow the process of termination of the community as set forth in NRS 116.2118 and the Declaration.

Then, after inquiring of Ms. Kern as to parties who are prohibited from acquiring the units placed in foreclosure, this is her response:

If GSR, affiliates or entities owned or controlled by Mr. Meruelo took any of the actions described in (1) through (5) below, then they would be a prohibited entity or person.

Pursuant to NRS 116.31164(7) as amended in 2021:

7. The following persons may not purchase the unit:

(a) Any person who was involved in the process of foreclosing the association's lien pursuant to NRS 116.3116 to 116.31168, inclusive, including, without limitation:

- (1) Any person who exercised discretion in any decision relating to the foreclosure of the lien and any person employed by such a person;
- (2) A collection agency used by the association to collect an obligation relating to the unit;
- (3) A community manager of the association and any of his or her assistants;
- (4) A member of the executive board of the association; or
- (5) An attorney who provided representation to any of the parties with regard to the foreclosure of the lien;

(b) Any person who is related by blood, adoption, marriage or domestic partnership within the third degree of consanguinity or affinity to a person set forth in paragraph (a); or

(c) The person conducting the sale or any entity in which that person holds an interest.

Finally, it should be noted that I, as Receiver, have not performed any substantive work in connection with the GSRUOA for approximately a year. I have been waiting for rulings from the Court on various motions, objections, and replies filed by both the Defendants and the Plaintiffs, which should address provisions that mainly will affect how I calculate the fees attributable to the unit owners for 2020 and 2022, and might result in a revision in the fees attributable to the GSR on the GSR-owned units for 2021. These processes do not include "truing up" the fees charged each year based on the actual expenses of the previous year and do not include arriving revised charges for the reserves for 2020 through

2022. Additionally, GSR is obligated to complete the budget for 2023 and, by November 1, send letters to the unit owners informing them of the fees that are to be charged for 2023 which are based on the budget.

Important to note is that, because I, as Receiver, and my counsel are owed over \$100,000, we cannot perform any type of substantive services, as not only do we need to be paid the amount owed to us, but be assured that we will be paid for the services that need to be performed, primary by me, including but limited to, services relating to the 2020 and 2022 fee and reserve calculations and truing up the these amounts, as well as 2023 fee and reserve calculations for that year's budget, which involve my needing to not only determine the applicable expenses and portions thereof to be included in the fees charged to the unit owners, but verifying a representative sample of the expenses by selecting them while at GSR, and other related procedures as well.

At the time the last Receiver's report was submitted by me to the Court, which was for April 2022, the balance owed to us was \$92,812. Most of the fees incurred since then have been based on necessary services rendered by my counsel and by me as Receiver for my involvement with the operations of the UOA as necessary, including but not limited to, approving UOA obligations based on invoices and other billings, applying for renewal of the UOA's insurance policies, revising notes to the 2021 year-end financial statements prepared by the UOA's accounting firm after having discussions with them, and other necessary functions, as well as preparing for and conducting the quarterly board meetings in my role as the acting board of the UOA.

The latest quarterly board meeting was conducted yesterday, October 10. At that board meeting I approved a 40% increase in the monthly dues assessed to the unit owners, which should keep the UOA operational until the end of the year. Regarding outstanding fees that are owed by unit owners, one owner of eleven units is substantially in arrears and these units need to be foreclosed upon. As for a small number of other unit owners who are behind in paying their monthly dues, I approved that these accounts be placed into collection. Previously, I had told the property manager at Associa, Ms. Tarantino, to defer taking these actions until we received rulings pertaining to the motions, objections, and replies that are pending. However, given the urgency for the UOA to have sufficient operating cash and at least a small reserve, and based on Ms. Gayle's responses above, there would appear to be no immediate remedy other than following "the process of termination of the community as set forth in NRS 116.2118 and the Declaration", unless the aforementioned foreclose and collection actions are implemented immediately.

Richard M. Teichner, CPA, ABV, CVA®, MAFF®, CFF, CRFAC®, CRFAU, DABFA®, FCPA™, CGMA®, CDFIA®

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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE, STATE OF NEVADA**

**AFFIRMATION
Pursuant to NRS 239B.030**

The undersigned does affirm that the preceding document, **NOTICE OF RECEIVER**
filed in case number CV12-02222:

X Document does not contain the social security number of any person,

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

(State specific state or federal law)

-or-

☐ For the administration of a public program

-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet

(NRS 125.130, NRS 125.230 and NRS 125B.055)

DATED: This 11th day of October 2022.

ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional corporation
71 Washington Street
Reno, NV 89503

BY /s/ Stefanie T. Sharp
STEFANIE T. SHARP, ESQ.
*Attorneys for the Receiver for the Grand Sierra
Resort Unit Owners' Association, Richard M. Teichner*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP,
3 SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the **REPORT**
4 **OF RECEIVER** on all parties to this action by the method(s) indicated below:

5 • by using the Court's CM/ECF Electronic Notification System addressed to:

6 JARRAD MILLER, ESQ. for ALBERT THOMAS et al

7 JONATHAN TEW, ESQ. for ALBERT THOMAS et al

8 BRIANA N. COLLINGS, ESQ. for ALBERT THOMAS et al

9 G. ROBERTSON, ESQ. for ALBERT THOMAS et al

10 ROBERT L. EISENBERG, ESQ. for ALBERT THOMAS et al

11 TODD R. ALEXANDER for ALBERT THOMAS et al

12 DAVID MCELHINNEY, ESQ. for MEI-GSR HOLDINGS, LLC., AM-GSR HOLDINGS, AND
13 GAGE COMMERCIAL VILLAGE COMMERCIAL DEVELOPMENT, LLC

14 JENNIFER K. HOSTETLER, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA
15 RESORT AND CASINO et al

16 DANIEL F. POLSENBERG for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA RESORT
17 AND CASINO et al

18 DALE KOTCHKA-ALANES, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA
19 RESORT AND CASINO et al

20 DAWN HAYES, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA RESORT AND
21 CASINO et al

22 ABRAM E. VIGIL, ESQ. for MEI-GSR Holdings, LLC., AM-GSR Holdings, and Gage
23 Commercial Village Commercial Development, LLC alongside Lewis Roca Rothgerber Christie
24 LLP.

25 ANN HALL, ESQ. for MEI-GSR Holdings, LLC., AM-GSR Holdings, and Gage Commercial
26 Village Commercial Development, LLC alongside Lewis Roca Rothgerber Christie LLP.

27 • by electronic mail to:

28 Richard M. Teichner, As Receiver for GSRUOA

Teichner Accounting Forensics & Valuations, PLLC

3500 Lakeside Court, Suite 210

Reno, NV 89509

accountingforensics@gmail.com

DATED: This 11th day of October 2022.

/s/ Leslie M. Lucero

Employee of Robison, Sharp, Sullivan & Brust

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

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

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

Defendants.

/

ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 IT IS SO ORDERED.

10 DATED this 18 day of December, 2013.

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


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

CERTIFICATE OF MAILING

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

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

DATED this 18th day of December, 2013.



SHEILA MANSFIELD
Judicial Assistant

ORIGINAL

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2018-12-27 03:14:28 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7041932 : bvirrey

1 CODE: 2210
2 Jarrad C. Miller, Esq. (NV Bar No. 7093)
3 Jonathan J. Tew, Esq. (NV Bar No. 11874)
4 Robertson, Johnson, Miller & Williamson
5 50 West Liberty Street, Suite 600
6 Reno, Nevada 89501
7 (775) 329-5600
8 Attorneys for Plaintiffs

9
10 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
11 **IN AND FOR THE COUNTY OF WASHOE**

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

13 Plaintiffs,

14 vs.

Case No. CV12-02222
Dept. No. 10

15 MEI-GSR Holdings, LLC, a Nevada Limited
16 Liability Company, GRAND SIERRA
17 RESORT UNIT OWNERS' ASSOCIATION,
18 a Nevada nonprofit corporation, GAGE
19 VILLAGE COMMERCIAL
20 DEVELOPMENT, LLC, a Nevada Limited
21 Liability Company; AM-GSR HOLDINGS,
22 LLC, a Nevada Limited Liability Company;
23 and DOE DEFENDANTS 1 THROUGH 10,
24 inclusive,

25 Defendants.

26 **MOTION FOR SUPPLEMENTAL DAMAGES PROVE-UP HEARING**

27 Plaintiffs Albert Thomas *et al.*, by and through their counsel of record, the law firm of
28 Robertson, Johnson, Miller & Williamson, hereby move the Court for an order: (1) directing the
parties to schedule a supplemental damages prove-up hearing; and (2) authorizing limited
discovery pursuant to this Court's inherent authority and prior sanctions orders. Such relief is
also justified since the Defendants are in active violation of the Court's sanctions orders and
FFCLJ. This motion ("Motion") is supported by the attached memorandum of points and
authorities, the attached exhibits, the papers, pleadings and documents on file herein, and any
oral argument this Court may choose to hear.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs respectfully request that this Court require the Defendants to produce certain
4 documents and information and order the parties to set a supplemental damages hearing. These
5 measures are necessary because since the date of this Court's dismissal for lack of subject matter
6 jurisdiction on May 9, 2016 ("Dismissal Order"), the Defendants immediately continued their
7 pattern of, in the words of the Nevada Supreme Court, "illegal and unethical" business practices
8 to financially devastate the Plaintiffs even further.

9 The Defendants failed to accept that their practices were determined to be wrong by this
10 Court – irrespective of whether they believed they could do whatever they wanted because of the
11 Dismissal Order. A reasonable person would expect a litigant to operate with a modicum of
12 decency and ethical restraint, and to not continue their tortious misconduct and contractual
13 abuses while an active appeal was pending. The GSR elected not to, consistent with their pattern
14 of doing everything and anything to force the Plaintiffs to sell their units.

15 As a result, this Court should order limited, sanctions-based discovery to allow
16 Defendants to supplement their damages at a supplemental prove-up hearing. The Defendants
17 undertook the risk that the continuation of their misconduct during the pendency of the appeal
18 could result in a supplemental damages award if the Nevada Supreme Court reversed the
19 Dismissal – which it did. Indeed, by continuing their misconduct pending appeal, the Defendants
20 are now in active violation of the Court's sanctions orders and Findings of Fact, Conclusions of
21 Law and Judgment, which requires redress.

22 As such, Plaintiffs respectfully request that in furtherance of this Court's sanctions, and
23 to provide complete sanctions relief prior to a final judgment, Plaintiffs be allowed to prove up
24 additional damages from the date of the Dismissal through the date that a receiver implements
25 just operation of the condo unit rental program and condo-owners' association.
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1 **II. FACTUAL BACKGROUND**

2 After the Defendants committed a series of unprecedented discovery abuses and bad faith
3 litigation tactics, the Plaintiffs moved for case terminating sanctions in this action. Plaintiffs'
4 first request was denied, but this Court issued an order on December 18, 2013 wherein the Court
5 struck all of the Defendants' Counterclaims. Because the discovery abuses continued, and it
6 became clear that "Defendants were disingenuous with the Court and Plaintiffs' counsel when
7 the first decision regarding case concluding sanctions was argued," Plaintiffs again moved for
8 case terminating sanctions, and this Court issued its Order Granting Plaintiffs' Motion for Case-
9 Terminating Sanction on October 3, 2014. This order struck the Defendants' Answer. (See
10 October 9, 2015 Findings of Fact, Conclusions of Law and Judgment ("FFCLJ") at 3:7-9.) All
11 of the Defendants' general and affirmative defenses were stripped and the Defendants conceded
12 all of the allegations contained in the Second Amended Complaint ("SAC").

13 From March 23 - 25, 2015, a prove-up hearing was held pursuant to Foster v. Dingwall,
14 126 Nev. Adv. Op. 6, 227 P. 3d 1042 (2010). The Court heard expert testimony from Craig L.
15 Greene, CPA/CFF, CFE, CCEP, MAFF ("Plaintiffs' Expert") and he was cross-examined by
16 Defendants. Following the prove-up hearing, this Court issued its FFCLJ. In addition to
17 awarding damages to the Plaintiffs for conduct prior to October 9, 2015, the FFCLJ contains the
18 following provisions:

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

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

24 Id. at 22:23-27.

25 Mr. Proctor was appointed under the terms of this Court's Order Appointing Receiver
26 and Directing Defendants' Compliance filed January 7, 2015 ("Receiver Order"). Mr. Proctor
27 served in that capacity until this Court dismissed this action for a lack of subject matter
28 jurisdiction on May 9, 2016 ("Dismissal").

As directed by the Court, on January 7, 2016, a Receiver's Determination of Fees and Reserves was filed with the Court wherein the receiver determined the following:

1. The amount of the monthly **Furniture, Fixture & Equipment (FF&E) reserve** to be charged to all units, both TPO and non-TPO (GSR) is **\$0.329** per square foot ranging from **\$138.09** to **\$690.76** per unit.
2. The amount of the monthly **Shared Facilities Unit (SFU) reserve** to be charged to all units, both TPO and non-TPO (GSR) is **\$144.32** to **\$721.97**.
3. The amount of the monthly **Shared Facilities Unit (SFUE) expense** to be charged to each TPO unit is **\$0.094** per square foot ranging from **\$39.64** to **\$151.00** per unit.
4. The amount of the monthly **Hotel Reserve Fee (HRF)** to be charged to all units, both TPO and non-TPO (GSR) is **\$71.13** to **\$355.83**.
5. The amount of the monthly **Hotel Expense (HE)** to be charged to each TPO unit is **\$0.071** per square foot ranging from **\$71.78** to **\$273.45** per unit.
6. As the costs for deep cleaning the units is considered in the overall calculations of expenses allocated to the above fees, the \$600 annual deep cleaning fee is not a separate identifiable item.
7. The **Daily Use Fee (DUF)** to be charged to each occupied TPO unit is **\$24.54**.

Id. at 12. The receiver operated the rental of the condo units based on those fees/expenses until the Dismissal.

Immediately after the Dismissal in May of 2016, Defendants returned to the "illegal and unethical business practices" – keeping virtually all revenue from the use of Plaintiffs' condo units.

Notably, on July 19, 2016, Defendants sent correspondence to the Plaintiffs stating that because this Court dismissed the action, "it is the GSR's position that fees and expenses due under the applicable agreements between the GSR, the Home Owners' Association and the unit owners that have not been paid because of prior Court rulings are now due and payable." (See Exhibit 1.) The time period referenced by the Defendants was from April 2011 through February of 2016. Id.

Under this Court's FFCLJ, Plaintiffs were not required to pay the fees and expenses Defendants demanded. Further, Defendants knew that Plaintiffs were appealing the Dismissal and that the Dismissal was subject to reversal by the Nevada Supreme Court.

To collect the funds, Defendants added the amounts to monthly Owner Account Statements as amounts owed by owner and kept any rent proceeds to apply the money to the fees and expenses outstanding balance. (See Exhibit 2, the fees were listed as "Reconciling Amounts

1 From Court Case Dismissal”).) Thus, the Defendants strategically deprived Plaintiffs of all
2 revenue during the appeal – electing not to exercise any caution or restraint.

3 In addition to reinstating fees and expenses back to April of 2011, the Defendants
4 disregarded the Receiver’s Determination of Fees and Reserves and *substantially* increased the
5 fees and expenses. Attached as Exhibit 3 are two Owner Account Statements for a Plaintiff
6 owned unit number 1775. *Id.* The first statement is from April of 2016, before Dismissal, and
7 shows “Contracted Hotel Fees: \$464.96” and a “Daily Use Fee of \$24.54”. *Id.* The second
8 statement is from September of 2018, after Dismissal, and shows “Contracted Hotel Fees:
9 \$647.85” and a “Daily Use Fee of \$31.18”. *Id.* The Defendants simply increased the fees and
10 expenses to prevent Plaintiffs from receiving any funds – a simple continuation of the
11 Defendants’ misconduct flowing from what was alleged in the SAC.

12 The Court will note that on the August 2018 statement, Defendants rented the particular
13 plaintiff’s unit every night that month. Yet, at the end of the month, Plaintiff received nothing.
14 *Id.* The “Net Due from Owner” went from \$7,939.50 to \$7,930.70. *Id.* Also of note from the
15 September statement, is that Defendants charged Plaintiff for one night, September 21st, rather
16 than provide a credit for the use of the room. *Id.* Further, Defendants comped/provided a
17 gaming reduction for the use of Plaintiff’s unit on three nights wherein Plaintiff received less
18 than \$10 per night for the use of the room. *Id.* Even under the old agreements, that this Court
19 deemed unconscionable, the Defendants could only comp Plaintiffs’ units up to five nights per
20 year. In September of 2018, Defendants were setting a pace for 36 comps per year—a patent
21 continuation of their improper theft.

22 Additionally, a common scenario since Dismissal is that the Defendants will rent
23 Plaintiffs units between 25 and 30 nights and Plaintiffs will end up with a negative balance
24 *increasing the claimed “Net Due From Owner” reported on the monthly statements. (See*
25 *Exhibit 4.)* Clearly, this continued misconduct during the appeal was all intended to further the
26 GSR’s plan to force Plaintiffs to abandon or sell their units – a plan that was alleged in the SAC,
27 and proved by the “smoking gun” emails that Defendants refused to produce in discovery.

1 Given the continuation of misconduct of Defendants, Plaintiffs anticipate the Defendants
2 have continued their other “illegal and unethical business practices” whereby they underreport
3 room revenue on the monthly Owner Account Statements or do not report room usage at all.
4 (See FFCLJ at 18:15-20.) It is also unlikely that they have instituted an equal rotation of rentals
5 as opposed to giving their rooms priority. The aforementioned acts of theft can only be divulged
6 through discovery of the room key data and analysis by Plaintiffs’ Expert.

7 Separately, in early 2017, the Defendants used their control of the majority of votes in the
8 Grand Sierra Resort Unit-Owners Association to approve the “Eighth Amendment to
9 Condominium Hotel Declaration of Covenants Conditions, Restrictions and Restrictions of
10 Easements for Hotel-Condominiums” to inflict further damage to Plaintiffs. (See Exhibit 5.) An
11 analysis of the amendment and need to determine the action void is beyond the scope of this
12 Motion.

13 Finally, after this Court’s Dismissal, Defendants charged Plaintiffs with a “Special
14 Assessment” claiming that “reserve amounts are now insufficient in light of their respective
15 allocation to the renovation projects related to the Units and the Condominium Hotel Property.”
16 (See Exhibit 6.) As an example, the “special assessment” was for the amount of \$13.70 per
17 square foot with the unit referenced in Exhibit 6 being assessed \$7,560. Id.

18 The above-referenced acts conducted by the Defendants since this Courts’ Dismissal are
19 not even remotely exhaustive of the Defendants’ continued, nefarious actions since the
20 Dismissal, but rather, are examples of how the Defendants have continued to cause the Plaintiffs
21 additional damages since the Dismissal. Given the Nevada Supreme Court’s reversal of the
22 Dismissal, the actions of the Defendants must be corrected to conform with the FFCLJ and
23 receivership. Accordingly, Plaintiffs need to obtain discovery into these issues so that they can
24 prove supplemental damages from the date of the Dismissal and termination of the receivership,
25 until such time as the receivership is effectively reinstated. Plaintiffs’ discovery requests are
26 attached as Exhibit 7. Upon review of the responses it may become necessary for Plaintiffs to
27 depose key witnesses.

28

1 Plaintiffs' request for a supplemental prove-up hearing is simply to supplement, and not
2 modify, this Court's FFCLJ through a separate order that, together with the FFCLJ, would
3 establish the compensatory damages portion of the Court's ultimate judgment in the case.
4 Punitive damages, of course, have not yet been resolved and should be placed on hold until the
5 Court rules on this Motion.

6 III. LEGAL ARGUMENT

7 A. *Good Cause Exists to Re-Open Discovery*

8 The Court has found that Plaintiffs are entitled to compensatory damages, or actual
9 damages, which are defined as "[d]amages sufficient in amount to indemnify the injured person
10 for the loss suffered," and "[a]n amount awarded to a complainant to compensate for a proven
11 injury or loss; damages that repay actual losses."¹ This Court entered a non-final judgment
12 against Defendants in October 2015 in favor of Plaintiffs. However, since the date of the
13 Dismissal until the filing of this Motion, Defendants' unlawful actions persisted and continued to
14 harm Plaintiffs. Plaintiffs have suffered greatly while this action was on appeal due to the
15 Defendants' decision to continue its misconduct during that period – despite that the Defendants
16 understood the Dismissal was subject to reversal. The current damages awarded by the Court are
17 now insufficient to make Plaintiffs whole for the losses they have suffered. Had the Defendants
18 elected not to continue their misconduct, a supplement of damages to those awarded in the
19 FFCLJ would be unnecessary.

20 Good cause therefore exists to re-open discovery to supplement compensatory damages.
21 This Court is still vested with the same authority under NRCP 37(b)(2), and its inherent powers,
22 to provide complete relief as part of its sanctions orders. See, e.g., Young v. Johnny Ribeiro
23 Bldg., 106 Nev. 88, 92, 787 P.2d 777 (1990). While complete, compensatory damages are
24 justified under this Court's prior sanctions orders, Defendants are now also indisputably in
25 violation of those orders and the FFCLJ. Since the Defendants could have awaited the outcome
26 on appeal without changing the status quo, they have essentially invited and justified additional
27

28 ¹ *Compensatory Damages*, cross referencing *Actual Damages*, BLACK'S LAW DICTIONARY, 321 (7th ed. abr. 2000).

1 compensatory damages so that this Court can provide complete relief and compensatory damages
2 in this action.

3 Since no final judgment has been entered in this case, and the Defendants are in active
4 violation of the sanctions orders and FFCLJ, (a) a supplemental damages prove-up hearing under
5 Foster and (b) additional, time-restricted discovery is appropriate.

6 It is well-known that district courts have broad discretion to control the discovery process
7 of actions before it. See In re Adoption of a Minor Child, 118 Nev. 962, 968-69, 60 P.3d 485,
8 489 (2002) (“Absent a clear abuse of discretion, this court will not reverse a district court’s
9 management of discovery.”) Furthermore, this Court has authority to broaden the scope of
10 discovery under NRCP 26(b)(2) if it determines that,

11 (i) the discovery sought is [not] unreasonably cumulative or duplicative, or is
12 [not] obtainable from some other source that is more convenient, less
13 burdensome, or less expensive; (ii) the party seeking discovery has [not] had
14 ample opportunity by discovery in the action to obtain the information sought;
15 (iii) the discovery is [not] unduly burdensome or expensive, taking into account
16 the needs of the case, the amount in controversy, limitations on parties’ resources,
17 and the importance of the issues at stake in the litigation.

18 Here, the discovery sought is neither duplicative nor cumulative: Plaintiffs are merely seeking to
19 supplement their claim for compensatory damages. The only way to do so is to allow limited
20 discovery to determine the amount of damages suffered from the Dismissal to the reinstatement of
21 a receiver.

22 ***B. The Requested Prove-Up Hearing Would be Limited in Time and Scope,
23 and Would Supplement, Not Modify, the Court’s FFCLJ***

24 In the FFCLJ, this court already determined that Plaintiffs established their claims
25 through substantial evidence and proved the compensatory damages they were entitled to up to
26 that point. Accordingly, any supplemental prove-up hearing would not impact the Court’s
27 findings in the FFCLJ or require any change to it (or the damages findings specified therein) for
28 the time frames addressed. As such, at any supplemental prove-up hearing, Plaintiffs would only
need to put on a prima facie case to support supplemental damages suffered subsequent to the
date of the Dismissal. See Foster v. Dingwall, 126 Nev. 56, 227 P.3d 1042 (2010).

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1 **CERTIFICATE OF SERVICE**


2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of
4 18, and not a party within this action. I further certify that on the 27th day of December, 2018, I
5 caused to be deposited in the U.S. Mail, first-class postage fully prepaid the foregoing **MOTION**
6 **FOR SUPPLEMENTAL DAMAGES PROVE-UP HEARING** with the Clerk of the Court by
7 using the ECF system which served the following parties electronically:

8 H. Stan Johnson, Esq.
9 Steven B. Cohen, Esq.
Cohen-Johnson, LLC
10 255 E. Warm Springs Road, Suite 100
Las Vegas, NV 89119
11 Facsimile: (702) 823-3400
Email: sjohnson@cohenjohnson.com
12 *Attorneys for Defendants*

Jeffrey L. Hartman, Esq.
Hartman & Hartman
510 W. Plumb Lane, Suite B
Reno, NV 89509
Facsimile: (775) 324-1818
Email: notices@banhkrupcyreno.com
Attorneys for Receiver

13
14 I further certify that on the 27th day of December, 2018, I caused to be hand-delivered, a
15 true and correct copy of the foregoing **MOTION FOR SUPPLEMENTAL DAMAGES**
16 **PROVE-UP HEARING**, addressed to the following:

17 Gayle A. Kern, Esq.
18 Kern & Associates, Ltd.
5421 Kietzke Lane, Suite 200
19 Reno, NV 89511
20 Facsimile: (775) 324-6173
Email: gaylekern@kernltd.com
21 *Attorneys for Defendants*

22
23 
24 An Employee of Robertson, Johnson,
Miller & Williamson
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EXHIBIT INDEX

Ex. No.	Description	Pages
1	Correspondence from Defendants to Plaintiffs dated July 19, 2016 (Reconciliation)	4
2	Sample monthly rental statements from Defendants to Plaintiffs (Taylor 1769, dated July 20, 2016)	2
3	Sample monthly rental statements from Defendants to Plaintiffs (Taylor 1775, dated April 28, 2016)	4
4	Sample monthly rental statements from Defendants to Plaintiffs	9
5	HOA Written Ballot dated January 3, 2017 (Nunn)	1
6	Correspondence from Defendants to Plaintiffs dated June 5, 2017 (Special Assessment)	4
7	Plaintiffs' First Set of Post-Judgment Requests for Production of Documents	24
8	Declaration of Jarrad C. Miller, Esq. in support of Motion for Supplemental Damages Prove-Up Hearing	2

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”



July 19, 2016

Lee VANDERBOKKE
1181 Dutch Hollow Tr
Reno, NV 89523

Re: Unit 2385

Dear Lee VANDERBOKKE,

We are writing you this letter to inform you that on May 9th 2016 the Court dismissed the Thomas v. MEI-GSR Holdings case (CV12 -02222), which was pending in Department 10 of the Second Judicial District Court for Washoe County. The Grand Sierra Resort and Casino ("GSR") filed a Motion to Dismiss for Lack of Subject Matter Jurisdiction. The Court found it did lack jurisdiction to hear the case and granted the motion to dismiss.

Since the case has been dismissed, it is the GSR's position that fees and expenses due under the applicable agreements between the GSR, the Home Owners' Association and the unit owners that have not been paid because of prior Court rulings are now due and payable.

In order to assist you in understanding which fees or expenses have not been previously paid, the GSR has put together the attached spreadsheet that serves to identify (i) gross revenues received, (ii) expenses and fees due, and (iii) payments between the parties, for the period beginning April 2011 through February 2016. In addition, we are also including the statement for March, which reflects this reconciliation. April and May statements will be forthcoming.

If you are an owner with a balance that is due, please contact the GSR at the following number (775) 789-2314 and leave a message. We will then get back to you, so that arrangements can be made for payment.

If you believe that the amounts are in error or if you have any questions with respect to the spreadsheet, please contact the GSR at the number above, and we will do our best to rectify any mistakes and answer your questions.

As we hope you have seen these past five years, current ownership is committed to making the GSR the best property in Northern Nevada. To date, GSR has undergone \$100 million in renovations. We strongly believe that it has been this stewardship that has help turn around a property that was once on the verge of bankruptcy and/or shutting down. However, in order to ensure that the property continues to go in the right direction, we need your commitment that you will abide by the terms of your agreements. We look forward to working with you.

Sincerely,

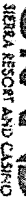
Grand Sierra Resort and Casino



Total Summary
For all Units Owned

Net Due to / (from) Owner: \$ (16,322.30)

Revenue Calculation										Contracted Hotel Fees										Receivable Calculation									
Year Month	# of Nights	Gross Revenue	Deduct Daily Use	Revenue Split	Owner Revenue	SFU Expense	Hotel Expense	Deep Cleaning	SFU Reserve	Hotel Reserve	FTE	Total	Statement Adjustments	Additional Payment by Owner	Due To/ (Due From) Owner	Balance Forward	Previous Month	Amount Paid to Owner	Remaining Due To/ (Due From) Owner										
2011 April	31	2,725.76	(383.76)	1,070.00	1,070.00	(447.33)	-	(100.00)	(348.15)	(35.78)	(317.81)	(1,249.07)	-	-	255.37	(127.07)	(75.73)	(287.67)	(533.04)	(287.67)									
May	46	4,981.00	(663.78)	2,008.61	2,008.61	(447.33)	-	(100.00)	(348.15)	(35.78)	(317.81)	(1,249.07)	-	-	759.54	(672.40)	(183.86)	(672.40)	(183.86)	(672.40)									
June	20	1,907.84	(288.78)	760.53	760.53	(447.33)	-	(100.00)	(348.15)	(5.78)	(317.81)	(1,249.07)	-	-	(488.54)	(1,908.07)	(1,908.07)	(1,908.07)	(1,908.07)	(1,908.07)									
July	1	-	(22.38)	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,255.67	(672.40)	(672.40)	(672.40)	(672.40)	(672.40)									
August	15	268.56	(67.14)	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,866.37	(1,908.07)	(1,908.07)	(1,908.07)	(1,908.07)	(1,908.07)									
September	20	223.80	(223.80)	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	854.50	(1,908.07)	(1,908.07)	(1,908.07)	(1,908.07)	(1,908.07)									
October	6	89.52	-	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	47.14	(1,053.57)	(1,053.57)	(1,053.57)	(1,053.57)	(1,053.57)									
November	5	67.14	-	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	426.18	(986.43)	(986.43)	(986.43)	(986.43)	(986.43)									
December	3	-	-	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,258.05	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
2012 January	0	-	-	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	44.76	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
February	2	-	-	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
March	4	44.76	-	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
April	19	22.38	-	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
May	12	-	(268.56)	-	-	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
June	35	3,178.76	(783.30)	835.20	835.20	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
July	40	3,459.22	(895.20)	1,282.01	1,282.01	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
August	33	3,112.10	(738.54)	1,287.01	1,287.01	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
September	35	3,876.00	(783.30)	1,546.35	1,546.35	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
October	43	3,543.70	(962.34)	1,290.68	1,290.68	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
November	32	2,288.04	(716.16)	775.94	775.94	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
December	39	3,129.71	(872.87)	1,128.45	1,128.45	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
2013 January	41	2,807.48	(917.58)	944.95	944.95	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
February	41	3,188.45	(917.58)	1,135.44	1,135.44	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
March	38	2,957.09	(850.44)	1,053.30	1,053.30	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
April	31	3,611.00	(693.78)	1,458.61	1,458.61	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
May	35	3,681.10	(783.30)	1,448.90	1,448.90	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
June	40	4,135.73	(895.20)	1,620.27	1,620.27	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
July	48	4,568.03	(1,074.24)	1,746.90	1,746.90	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
August	41	3,865.43	(917.58)	1,473.93	1,473.93	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
September	37	4,241.75	(828.06)	1,706.85	1,706.85	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
October	36	3,253.39	(805.68)	1,213.86	1,213.86	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
November	41	3,165.46	(917.58)	1,123.94	1,123.94	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
December	35	2,456.89	(783.82)	886.80	886.80	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
2014 January	36	2,021.40	(805.68)	607.86	607.86	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
February	23	1,647.46	(514.74)	566.36	566.36	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
March	41	3,320.66	(917.58)	1,201.54	1,201.54	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
April	27	2,311.96	(604.26)	853.85	853.85	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
May	26	3,097.95	(881.88)	1,258.04	1,258.04	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
June	45	3,385.63	(1,007.10)	1,189.27	1,189.27	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
July	43	4,361.57	(962.34)	1,699.62	1,699.62	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
August	48	4,101.72	(1,074.24)	1,513.74	1,513.74	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
September	47	4,620.48	(1,051.86)	1,784.31	1,784.31	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
October	34	3,060.22	(760.92)	1,149.65	1,149.65	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
November	46	3,083.00	(1,028.48)	1,028.76	1,028.76	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
December	45	3,122.01	(1,007.10)	1,057.46	1,057.46	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
2015 January	45	3,606.58	(1,007.10)	1,299.74	1,299.74	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
February	45	3,511.18	(962.34)	1,274.42	1,274.42	(447.33)	-	(100.00)	(348.15)	-	(317.81)	(1,213.29)	-	-	1,213.29	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)	(1,684.02)									
March	30	2,451.00	(671.40)	889.80																									



Owner: VAN DER BOKKE

Type: Grand Suite B

Net Due to/(from) Owner: \$ (5,953.35)

Revenue Calculation										Contracted Hotel Fees										Receivable Calculation									
Year Month	# of Nights	Gross Revenue	Deduct Only Use	Revenue Split	Owner Revenue	SFU Expense	Hotel Expense	Deep Cleaning	SFU Revenue	Hotel Reserve	FTE	Total Contracted	Statement Adjustments	Additional Payment by Owner	Due To/ From Owner	Balance Forward Previous Month	Amount Paid To Owner	Remaining Due To/ From Owner											
2011 April	17	1,386.76	(329.88)	\$46.94	\$46.94	(254.04)	-	(50.00)	(183.64)	(20.32)	(180.48)	(688.48)	-	-	-	-	(37.53)	(688.48)											
May	25	2,469.00	(524.46)	1,169.27	1,169.27	(254.04)	-	(50.00)	(183.64)	(20.32)	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
June	14	1,687.84	(253.56)	516.94	516.94	(254.04)	-	(50.00)	(183.64)	(20.32)	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
July	1	-	(22.38)	-	(22.38)	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
August	5	89.52	(22.38)	67.14	67.14	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
September	7	67.14	(89.52)	-	(22.38)	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
October	3	44.76	-	44.76	44.76	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
November	3	67.14	-	67.14	67.14	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
December	1	-	-	-	-	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
2012 January	0	-	-	-	-	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
February	1	-	-	-	-	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
March	0	-	-	-	-	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
April	5	-	-	-	-	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
May	4	-	(89.52)	-	(89.52)	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
June	20	2,118.00	(647.67)	835.20	835.20	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
July	23	2,082.22	(514.74)	783.74	783.74	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
August	21	2,138.60	(469.98)	856.81	856.81	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
September	23	2,606.00	(514.74)	1,045.63	1,045.63	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
October	22	1,792.00	(492.36)	649.82	649.82	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
November	19	1,198.80	(472.22)	386.79	386.79	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
December	25	2,183.46	(359.50)	811.98	811.98	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
2013 January	25	1,532.38	(559.50)	486.74	486.74	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
February	23	2,220.45	(514.74)	852.86	852.86	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
March	21	1,817.53	(469.98)	673.78	673.78	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
April	17	1,959.00	(380.46)	789.27	789.27	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
May	24	2,259.10	(537.12)	860.99	860.99	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
June	28	2,873.33	(326.64)	1,133.55	1,133.55	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
July	24	1,737.23	(337.12)	600.06	600.06	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
August	22	2,580.95	(537.12)	1,076.92	1,076.92	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
September	24	2,678.85	(492.36)	1,093.25	1,093.25	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
October	23	2,300.00	(514.74)	892.63	892.63	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
November	26	2,106.00	(581.08)	761.55	761.55	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
December	17	1,486.35	(380.46)	552.95	552.95	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
2014 January	19	821.52	(425.22)	198.15	198.15	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
February	14	1,060.34	(313.52)	373.51	373.51	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
March	22	2,002.96	(492.36)	755.30	755.30	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
April	15	1,327.47	(393.70)	493.39	493.39	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
May	13	1,500.00	(290.94)	604.53	604.53	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
June	21	1,566.00	(469.98)	548.01	548.01	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
July	23	2,013.25	(514.74)	749.26	749.26	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
August	27	2,177.77	(604.26)	786.76	786.76	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
September	26	2,669.34	(537.12)	1,164.26	1,164.26	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
October	15	2,669.34	(353.70)	1,043.73	1,043.73	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
November	15	1,973.64	(353.70)	568.57	568.57	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
December	23	1,941.02	(514.74)	513.14	513.14	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
2015 January	20	1,992.92	(472.66)	472.66	472.66	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
February	25	2,148.88	(581.88)	783.50	783.50	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
March	21	1,399.36	(425.22)	487.08	487.08	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
April	10	897.00	(272.80)	336.60	336.60	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
May	17	2,097.92	(380.46)	855.73	855.73	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
June	19	2,423.70	(425.22)	999.24	999.24	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
July	22	2,072.86	(492.36)	790.25	790.25	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
August	25	3,021.86	(559.50)	1,231.18	1,231.18	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
September	22	2,271.86	(492.36)	889.47	889.47	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
October	24	2,885.64	(537.12)	1,164.26	1,164.26	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
November	24	2,607.00	(537.12)	1,034.94	1,034.94	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
December	17	1,469.90	(313.32)	578.29	578.29	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
2016 January	26	2,126.88	(588.98)	788.96	788.96	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
February	28	2,107.02	(564.42)	821.30	821.30	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											
March	27	2,074.40	(662.58)	680.91	680.91	(254.04)	-	(50.00)	(183.64)	-	(180.48)	(688.48)	-	-	-	-	-	(688.48)											



Room: 2385
Owner: VANDERBOKKE
Type: Grand 2-B

Net Due to / (from) Owner: \$ (10,368.96)

Revenue Calculation										Contracted Hotel Fees										Receivable Calculation									
Year Month	# of Nights	Gross Revenue	Deduct Daily Use	Revenue	Split	Owner Revenue	Expense	Hotel Expense	Deep Cleaning	Revenue	Hotel Expense	FEE	Total	Statement Adjustments	Payment by Owner	Due To/ (Due From) Owner	Balance from Previous Month	Previous Amount Paid to Owner	Remaining Due To/ (Due From) Owner										
2011 January	14	1,180.00	(292.88)	523.06	523.06	523.06	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	37.53	-	(0.00)	(0.00)	(0.00)	(0.00)										
February	21	2,118.00	(439.32)	899.34	899.34	899.34	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
March	6	620.00	(132.82)	243.59	243.59	243.59	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
April	0	-	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
May	10	1,790.00	(447.66)	749.27	749.27	749.27	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
June	13	156.66	(34.28)	59.22	59.22	59.22	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
July	3	44.76	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
August	2	-	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
September	0	-	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
October	2	-	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
November	2	-	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
December	0	-	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
2012 January	1	-	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
February	4	44.76	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
March	14	22.38	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
April	8	-	-	-	-	-	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
May	15	1,060.76	(335.70)	725.06	725.06	725.06	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
June	17	1,377.00	(360.46)	498.17	498.17	498.17	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
July	12	928.50	(268.56)	329.97	329.97	329.97	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
August	12	1,270.00	(268.56)	500.72	500.72	500.72	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
September	21	1,751.70	(469.98)	640.86	640.86	640.86	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
October	13	1,069.24	(280.94)	389.15	389.15	389.15	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
November	14	946.25	(313.32)	316.47	316.47	316.47	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
December	16	1,274.50	(358.08)	458.21	458.21	458.21	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
2013 January	18	968.00	(402.84)	282.58	282.58	282.58	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
February	17	1,139.50	(380.46)	379.52	379.52	379.52	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
March	14	1,652.00	(313.32)	669.34	669.34	669.34	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
April	11	1,422.00	(246.18)	587.91	587.91	587.91	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
May	14	1,262.00	(268.56)	496.72	496.72	496.72	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
June	12	2,830.80	(537.12)	1,446.84	1,446.84	1,446.84	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
July	17	1,274.47	(380.46)	447.01	447.01	447.01	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
August	15	1,562.90	(335.70)	613.60	613.60	613.60	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
September	13	933.39	(290.94)	321.23	321.23	321.23	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
October	15	1,060.46	(335.70)	362.38	362.38	362.38	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
November	18	970.54	(402.84)	283.85	283.85	283.85	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
December	17	1,199.88	(380.46)	409.71	409.71	409.71	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
2014 January	9	587.12	(201.42)	192.85	192.85	192.85	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
February	19	1,317.70	(425.22)	446.24	446.24	446.24	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
March	12	985.49	(268.56)	360.47	360.47	360.47	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
April	13	1,597.95	(290.94)	653.51	653.51	653.51	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
May	24	1,819.63	(537.12)	641.26	641.26	641.26	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
June	20	2,348.32	(447.66)	950.36	950.36	950.36	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
July	21	1,923.95	(469.98)	726.99	726.99	726.99	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
August	21	1,951.14	(466.98)	740.58	740.58	740.58	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
September	19	1,586.58	(425.22)	580.68	580.68	580.68	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
October	23	1,541.98	(514.74)	513.62	513.62	513.62	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
November	25	1,722.09	(559.50)	583.80	583.80	583.80	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
December	19	1,457.70	(425.22)	516.24	516.24	516.24	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
2015 January	24	2,111.80	(537.12)	787.34	787.34	787.34	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
February	20	1,554.00	(447.60)	553.20	553.20	553.20	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
March	20	1,704.10	(447.60)	628.25	628.25	628.25	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
April	20	1,967.96	(447.60)	760.18	760.18	760.18	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
May	18	1,321.21	(402.84)	459.13	459.13	459.13	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
June	25	2,496.22	(539.50)	966.36	966.36	966.36	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
July	24	1,464.10	(537.12)	463.49	463.49	463.49	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
August	26	1,827.94	(581.88)	623.03	623.03	623.03	(133.29)	-	(50.00)	(164.51)	(15.46)	(137.33)	(560.59)	-	-	(0.00)	(0.00)	(0.00)	(0.00)										
September	18	1,754.00	(447.60)	675.58	675.58	675.58																							

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”



OWNER ACCOUNT STATEMENT

Account Number: 50542
 Unit Number: 1769
 Invoice Date: July 20, 2016
 Period: 03/01/2016 - 03/31/2016
 Balance (to)/ from Owner: \$3,707.59

JAMES TAYLOR
 898 LUXURY DRIVE

****PAYABLE UPON RECEIPT****

CONCORD, CA 94518

Reservation Detail								
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees
03/01/2016	03/05/2016	SH	1769	4	\$380.00	\$98.16	\$140.92	\$(140.92)
03/05/2016	03/06/2016	SH	1769	1	\$70.00	\$24.54	\$22.73	\$(22.73)
03/08/2016	03/10/2016	SH	1769	2	\$120.00	\$49.08	\$35.46	\$(35.46)
03/10/2016	03/11/2016	SH	1769	1	\$139.98	\$24.54	\$57.72	\$(57.72)
03/11/2016	03/13/2016	SH	1769	2	\$350.00	\$49.08	\$150.46	\$(150.46)
03/13/2016	03/14/2016	SH	1769	1	\$95.00	\$24.54	\$35.23	\$(35.23)
03/16/2016	03/18/2016	SH	1769	2	\$270.00	\$49.08	\$110.46	\$(110.46)
03/18/2016	03/20/2016	SH	1769	2	\$355.00	\$49.08	\$152.96	\$(152.96)
03/20/2016	03/24/2016	SH	1769	4	\$316.00	\$98.16	\$108.92	\$(108.92)
03/24/2016	03/25/2016	SH	1769	1	\$90.00	\$24.54	\$32.73	\$(32.73)
03/25/2016	03/27/2016	SH	1769	2	\$44.76	\$49.08	\$(4.32)	\$0.00
03/28/2016	03/30/2016	SH	1769	2	\$120.00	\$49.08	\$35.46	\$(35.46)
03/30/2016	04/01/2016	SH	1769	2	\$150.00	\$49.08	\$50.46	\$(50.46)
TOTAL				26	\$2,500.74	\$638.04	\$929.19	\$(933.51)

Misc. Credit/Expenses	
Description	Amount
Reconciling Amounts From Court Case Dismissal	\$4,026.44

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(933.51)
Contracted Hotel Fees *:	\$614.66
Misc. (Credits) / Expenses:	\$4,026.44
Previous Balance:	\$0.00
Payment Received:	\$0.00

Net Due to Owner:	\$0.00
Net Due from Owner:	\$3,707.59

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

Account Number: 50567
 Unit Number: 1775
 Invoice Date: April 28, 2016
 Period: 02/01/2016 - 02/29/2016
 Balance (to)/ from Owner: \$(41.69)

RYAN TAYLOR
 898 LUXURY DRIVE
 CONCORD, CA 94518

Reservation Detail								
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees
02/01/2016	02/02/2016	SH	1775	1	\$80.00	\$24.54	\$17.73	\$(17.73)
02/04/2016	02/06/2016	SH	1775	2	\$108.00	\$49.08	\$29.46	\$(29.46)
02/06/2016	02/07/2016	SH	1775	1	\$50.00	\$24.54	\$12.73	\$(12.73)
02/07/2016	02/12/2016	SH	1775	5	\$354.00	\$122.70	\$115.65	\$(115.65)
02/12/2016	02/13/2016	SH	1775	1	\$128.98	\$24.54	\$52.22	\$(52.22)
02/13/2016	02/15/2016	SH	1775	2	\$49.08	\$49.08	\$0.00	\$0.00
02/15/2016	02/16/2016	SH	1775	1	\$49.28	\$24.54	\$12.37	\$(12.37)
02/16/2016	02/18/2016	SH	1775	2	\$60.00	\$49.08	\$5.46	\$(5.46)
02/18/2016	02/21/2016	SH	1775	3	\$317.00	\$73.62	\$121.69	\$(121.69)
02/21/2016	02/23/2016	SH	1775	2	\$120.00	\$49.08	\$35.46	\$(35.46)
02/23/2016	02/25/2016	SH	1775	2	\$60.00	\$49.08	\$5.46	\$(5.46)
02/25/2016	02/27/2016	SH	1775	2	\$169.00	\$49.08	\$59.96	\$(59.96)
02/27/2016	02/28/2016	SH	1775	1	\$63.00	\$24.54	\$19.23	\$(19.23)
02/28/2016	02/29/2016	SH	1775	1	\$63.00	\$24.54	\$19.23	\$(19.23)
TOTAL				26	\$1,651.34	\$638.04	\$506.65	\$(506.65)

Misc. Credit/Expenses	
Description	Amount

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(506.65)
Contracted Hotel Fees *:	\$464.98
Misc. (Credits) / Expenses:	\$0.00
Previous Balance:	\$0.00
Payment Received:	\$0.00

Net Due to Owner:	\$(41.69)
Net Due from Owner:	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

GSR.Payables@grandsierraresort.com

INVOICE NUMBER	DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
UNIT SH 1775 FEB 16	4/29/2016	41.69	.00	41.69
VENDOR NAME		CHECK NUMBER	ISSUE DATE	CHECK TOTAL
TAYLOR, RYAN		439586	5/02/2016	41.69

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

Account Number: 50567
 Unit Number: 1775
 Invoice Date: September 19, 2018
 Period: 08/01/2018 - 08/31/2018
 Balance (to)/ from Owner: \$7,930.70

RYAN TAYLOR
 898 LUXURY DRIVE

****PAYABLE UPON RECEIPT****

CONCORD, CA 94518

Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees
08/01/2018	08/03/2018	SH	1775	2	\$118.00	\$62.36	\$27.82	\$(27.82)
08/03/2018	08/05/2018	SH	1775	2	\$214.56	\$62.36	\$76.10	\$(76.10)
08/05/2018	08/09/2018	SH	1775	4	\$350.88	\$124.72	\$113.08	\$(113.08)
08/09/2018	08/12/2018	SH	1775	3	\$270.00	\$93.54	\$88.23	\$(88.23)
08/12/2018	08/13/2018	SH	1775	1	\$40.12	\$31.18	\$4.47	\$(4.47)
08/13/2018	08/15/2018	SH	1775	2	\$160.00	\$62.36	\$48.82	\$(48.82)
08/15/2018	08/22/2018	SH	1775	7	\$490.40	\$218.26	\$136.07	\$(136.07)
08/20/2018	08/21/2018	SH	1775	1	\$(110.00)	\$0.00	\$(55.00)	\$55.00
08/23/2018	08/24/2018	SH	1775	1	\$50.00	\$31.18	\$9.41	\$(9.41)
08/24/2018	08/25/2018	SH	1775	1	\$119.00	\$31.18	\$43.91	\$(43.91)
08/25/2018	08/26/2018	SH	1775	1	\$114.48	\$31.18	\$41.65	\$(41.65)
08/26/2018	08/27/2018	SH	1775	1	\$46.92	\$31.18	\$7.87	\$(7.87)
08/27/2018	08/29/2018	SH	1775	2	\$110.40	\$62.36	\$24.02	\$(24.02)
08/29/2018	08/31/2018	SH	1775	2	\$100.00	\$62.36	\$18.82	\$(18.82)
08/31/2018	09/01/2018	SH	1775	1	\$179.00	\$31.18	\$73.91	\$(73.91)
TOTAL				31	\$2,253.76	\$935.40	\$659.18	\$(659.18)

Description	Amount
2017 True-up	\$27.26
Correct July Comped Room Overages	\$(24.73)

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

R.App. 000348

Statement Summary

(Room Revenue) / Fees:	\$(659.18)
Contracted Hotel Fees *:	\$647.85
Misc. (Credits) / Expenses:	\$2.53
Previous Balance:	\$7,939.50
Payment Received:	\$0.00
<hr/>	
Net Due to Owner:	\$0.00
Net Due from Owner:	\$7,930.70

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

Account Number: 50249
 Unit Number: 2157
 Invoice Date: February 19, 2018
 Period: 01/01/2018 - 01/31/2018
 Balance (to)/ from Owner: \$21,948.10

DARLEEN LINDGREN
 8001 CHESSHIRE LANE NORTH

****PAYABLE UPON RECEIPT****

MAPLE GROVE, MN 55311

Reservation Detail								
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue)/ Fees
01/01/2018	01/02/2018	SH	2157	1	\$70.00	\$31.35	\$19.33	\$(19.33)
01/02/2018	01/04/2018	SH	2157	2	\$100.00	\$62.70	\$18.65	\$(18.65)
01/04/2018	01/06/2018	SH	2157	2	\$188.00	\$62.70	\$62.65	\$(62.65)
01/06/2018	01/08/2018	SH	2157	2	\$149.00	\$62.70	\$43.15	\$(43.15)
01/08/2018	01/20/2018	SH	2157	12	\$888.40	\$376.20	\$256.10	\$(256.10)
01/17/2018	01/18/2018	SH	2157	1	\$(280.00)	\$0.00	\$(140.00)	\$140.00
01/20/2018	01/21/2018	SH	2157	1	\$90.00	\$31.35	\$29.33	\$(29.33)
01/21/2018	01/27/2018	SH	2157	6	\$432.00	\$188.10	\$121.95	\$(121.95)
01/27/2018	01/28/2018	SH	2157	1	\$90.00	\$31.35	\$29.33	\$(29.33)
01/28/2018	01/30/2018	SH	2157	2	\$103.50	\$62.70	\$20.40	\$(20.40)
01/30/2018	02/01/2018	SH	2157	2	\$152.00	\$62.70	\$44.65	\$(44.65)
TOTAL				32	\$1,982.90	\$971.85	\$505.53	\$(505.53)

Misc. Credit/Expenses	
Description	Amount

Statement Summary	
(Room Revenue) / Fees:	\$(505.53)
Contracted Hotel Fees *:	\$835.73
Misc. (Credits) / Expenses:	\$0.00
Previous Balance:	\$21,617.90
Payment Received:	\$0.00
Net Due to Owner:	\$0.00
Net Due from Owner:	\$21,948.10

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
 Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.



OWNER ACCOUNT STATEMENT

Account Number: 50027
 Unit Number: 2181
 Invoice Date: June 19, 2018
 Period: 05/01/2018 - 05/31/2018
 Balance (to)/ from Owner: \$22,520.22

DUANE WINDHORST
 719 RIVER BLUFF RD. SE

****PAYABLE UPON RECEIPT****

MAZEPPA, MN 55956-3011

Reservation Detail								
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees
05/01/2018	05/02/2018	SH	2181	1	\$70.00	\$31.18	\$19.41	\$(19.41)
05/03/2018	05/05/2018	SH	2181	2	\$116.00	\$62.36	\$26.82	\$(26.82)
05/05/2018	05/06/2018	SH	2181	1	\$70.00	\$31.18	\$19.41	\$(19.41)
05/10/2018	05/13/2018	SH	2181	3	\$467.00	\$93.54	\$186.73	\$(186.73)
05/13/2018	05/14/2018	SH	2181	1	\$65.00	\$31.18	\$16.91	\$(16.91)
05/15/2018	05/16/2018	SH	2181	1	\$70.00	\$31.18	\$19.41	\$(19.41)
05/16/2018	05/17/2018	SH	2181	1	\$70.00	\$31.18	\$19.41	\$(19.41)
05/17/2018	05/18/2018	SH	2181	1	\$65.00	\$31.18	\$16.91	\$(16.91)
05/18/2018	05/20/2018	SH	2181	2	\$140.00	\$62.36	\$38.82	\$(38.82)
05/20/2018	05/21/2018	SH	2181	1	\$67.32	\$31.18	\$18.07	\$(18.07)
05/21/2018	05/27/2018	SH	2181	5	\$160.78	\$124.72	\$18.03	\$(18.03)
05/24/2018	05/28/2018	SH	2181	4	\$438.00	\$124.72	\$156.64	\$(156.64)
05/28/2018	05/29/2018	SH	2181	1	\$36.72	\$31.18	\$2.77	\$(2.77)
05/29/2018	05/30/2018	SH	2181	1	\$37.00	\$31.18	\$2.91	\$(2.91)
05/30/2018	06/01/2018	SH	2181	2	\$100.00	\$62.36	\$18.82	\$(18.82)
TOTAL				27	\$1,972.82	\$810.68	\$581.07	\$(581.07)

Misc. Credit/Expenses	
Description	Amount
2017 True-up	\$27.26

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

R.App. 000352

Statement Summary

(Room Revenue) / Fees:	\$(581.07)
Contracted Hotel Fees *:	\$647.85
Misc. (Credits) / Expenses:	\$27.26
Previous Balance:	\$22,426.18
Payment Received:	\$0.00

Net Due to Owner:	\$0.00
Net Due from Owner:	\$22,520.22

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595



OWNER ACCOUNT STATEMENT

Account Number: 50440
 Unit Number: 2371
 Invoice Date: June 19, 2018
 Period: 05/01/2018 - 05/31/2018
 Balance (to)/ from Owner: \$12,703.96

WILLIAM MINER
 15075 MURPHY AVENUE

****PAYABLE UPON RECEIPT****

SAN MARTIN, CA 95046

Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees
05/01/2018	05/02/2018	SH	2371	1	\$70.00	\$37.42	\$16.29	\$(16.29)
05/02/2018	05/03/2018	SH	2371	1	\$37.42	\$37.42	\$0.00	\$0.00
05/03/2018	05/04/2018	SH	2371	1	\$79.00	\$37.42	\$20.79	\$(20.79)
05/04/2018	05/06/2018	SH	2371	2	\$180.00	\$74.84	\$52.58	\$(52.58)
05/06/2018	05/07/2018	SH	2371	1	\$49.00	\$37.42	\$5.79	\$(5.79)
06/07/2018	05/08/2018	SH	2371	1	\$87.00	\$37.42	\$14.79	\$(14.79)
05/08/2018	05/09/2018	SH	2371	1	\$70.00	\$37.42	\$16.29	\$(16.29)
05/09/2018	05/14/2018	SH	2371	5	\$370.00	\$187.10	\$91.45	\$(91.45)
05/14/2018	05/16/2018	SH	2371	2	\$74.84	\$74.84	\$0.00	\$0.00
05/16/2018	05/18/2018	SH	2371	2	\$150.00	\$74.84	\$37.58	\$(37.58)
05/18/2018	05/20/2018	SH	2371	2	\$100.00	\$74.84	\$12.58	\$(12.58)
05/20/2018	05/22/2018	SH	2371	2	\$74.84	\$74.84	\$0.00	\$0.00
05/22/2018	05/23/2018	SH	2371	1	\$37.42	\$37.42	\$0.00	\$0.00
05/23/2018	05/24/2018	SH	2371	1	\$69.00	\$37.42	\$15.79	\$(15.79)
05/24/2018	05/25/2018	SH	2371	1	\$65.00	\$37.42	\$13.79	\$(13.79)
05/25/2018	05/26/2018	SH	2371	1	\$70.00	\$37.42	\$16.29	\$(16.29)
05/26/2018	05/27/2018	SH	2371	1	\$259.00	\$37.42	\$110.79	\$(110.79)
05/27/2018	05/28/2018	SH	2371	1	\$239.00	\$37.42	\$100.79	\$(100.79)
05/28/2018	05/30/2018	SH	2371	2	\$100.00	\$74.84	\$12.58	\$(12.58)
05/30/2018	06/01/2018	SH	2371	2	\$150.00	\$74.84	\$37.58	\$(37.58)
TOTAL				31	\$2,311.52	\$1,160.02	\$575.75	\$(575.75)

Description	Amount
2017 True-up	\$35.81

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

Statement Summary	
(Room Revenue) / Fees:	\$(575.75)
Contracted Hotel Fees *:	\$835.73
Misc. (Credits) / Expenses:	\$35.81
Previous Balance:	\$12,408.17
Payment Received:	\$0.00
Net Due to Owner:	\$0.00
Net Due from Owner:	\$12,703.96

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E)
Please refer to CC&R Article 8 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595



OWNER ACCOUNT STATEMENT

Account Number: 50023
Unit Number: 1728
Invoice Date: May 21, 2018
Period: 04/01/2018 - 04/30/2018
Balance (to)/ from Owner: \$12,323.05

MARY KOSSICK
P.O. BOX 31753

****PAYABLE UPON RECEIPT****

SAN FRANCISCO, CA 94131

Reservation Detail								
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees
04/01/2018	04/02/2018	SH	1728	1	\$70.00	\$37.42	\$16.29	\$(16.29)
04/02/2018	04/04/2018	SH	1728	2	\$100.00	\$74.84	\$12.58	\$(12.58)
04/04/2018	04/06/2018	SH	1728	2	\$225.00	\$74.84	\$75.08	\$(75.08)
04/06/2018	04/08/2018	SH	1728	2	\$140.00	\$74.84	\$32.58	\$(32.58)
04/08/2018	04/14/2018	SH	1728	6	\$486.00	\$224.52	\$130.74	\$(130.74)
04/14/2018	04/15/2018	SH	1728	1	\$68.00	\$37.42	\$15.29	\$(15.29)
04/15/2018	04/16/2018	SH	1728	1	\$59.20	\$37.42	\$10.89	\$(10.89)
04/16/2018	04/17/2018	SH	1728	1	\$75.00	\$37.42	\$18.79	\$(18.79)
04/17/2018	04/27/2018	SH	1728	10	\$630.00	\$374.20	\$127.90	\$(127.90)
04/27/2018	04/29/2018	SH	1728	2	\$180.00	\$74.84	\$52.58	\$(52.58)
04/29/2018	05/01/2018	SH	1728	2	\$150.00	\$74.84	\$37.58	\$(37.58)
TOTAL				30	\$2,183.20	\$1,122.60	\$530.30	\$(530.30)

Misc. Credit/Expenses	
Description	Amount
2017 True-up	\$36.21

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(530.30)
Contracted Hotel Fees *:	\$844.28
Misc. (Credits) / Expenses:	\$36.21
Previous Balance:	\$11,972.86
Payment Received:	\$0.00
<hr/>	
Net Due to Owner:	\$0.00
Net Due from Owner:	\$12,323.05

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595



OWNER ACCOUNT STATEMENT

Account Number: 50628
 Unit Number: 2385
 Invoice Date: September 19, 2017
 Period: 08/01/2017 - 08/31/2017
 Balance (to)/ from Owner: \$12,831.53

LEE VANDERBOKKE
 1181 DUTCH HOLLOW TRAIL
 RENO, NV 89523

****PAYABLE UPON RECEIPT****

Reservation Detail								
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees
08/01/2017	08/04/2017	SH	2385	3	\$300.00	\$78.36	\$110.82	\$(110.82)
08/04/2017	08/06/2017	SH	2385	2	\$237.00	\$52.24	\$92.38	\$(92.38)
08/06/2017	08/09/2017	SH	2385	3	\$253.00	\$78.36	\$87.32	\$(87.32)
08/09/2017	08/10/2017	SH	2385	1	\$70.00	\$26.12	\$21.94	\$(21.94)
08/10/2017	08/13/2017	SH	2385	3	\$629.94	\$78.36	\$275.79	\$(275.79)
08/13/2017	08/15/2017	SH	2385	2	\$60.00	\$52.24	\$3.88	\$(3.88)
08/15/2017	08/19/2017	SH	2385	4	\$324.80	\$104.48	\$110.16	\$(110.16)
08/18/2017	08/19/2017	SH	2385	1	\$(9.00)	\$0.00	\$(4.50)	\$4.50
08/19/2017	08/21/2017	SH	2385	2	\$120.00	\$52.24	\$33.88	\$(33.88)
08/21/2017	08/22/2017	SH	2385	1	\$69.00	\$26.12	\$21.44	\$(21.44)
08/22/2017	08/24/2017	SH	2385	2	\$178.00	\$52.24	\$62.88	\$(62.88)
08/24/2017	08/27/2017	SH	2385	3	\$357.00	\$78.36	\$139.32	\$(139.32)
08/27/2017	08/29/2017	SH	2385	2	\$60.00	\$52.24	\$3.88	\$(3.88)
08/29/2017	09/01/2017	SH	2385	3	\$177.00	\$78.36	\$49.32	\$(49.32)
TOTAL				32	\$2,826.74	\$809.72	\$1,008.51	\$(1,008.51)

Misc. Credit/Expenses	
Description	Amount
2016 True-up	\$480.05

Please Make Checks Payable to:

GRAND SIERRA RESORT
 ATTN: ACCOUNTS RECEIVABLE
 2500 EAST SECOND ST.
 RENO, NV 89595

Statement Summary

(Room Revenue) / Fees:	\$(1,008.51)
Contracted Hotel Fees *:	\$600.03
Misc. (Credits) / Expenses:	\$480.05
Previous Balance:	\$12,759.96
Payment Received:	\$0.00

Net Due to Owner:	\$0.00
Net Due from Owner:	\$12,831.53

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee) and Hotel Reserves (Hotel, Shared Facility, FF&E).
Please refer to CC&R Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves.

Please Make Checks Payable to:

GRAND SIERRA RESORT
ATTN: ACCOUNTS RECEIVABLE
2500 EAST SECOND ST.
RENO, NV 89595

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

**GRAND SIERRA RESORT UNIT-OWNERS' ASSOCIATION
WRITTEN BALLOT**

The Board of Directors recommends approval of the Eighth Amendment to Condominium Hotel Declaration of Covenants Conditions, Restrictions and Reservation of Easements for Hotel-Condominiums at Grand Sierra Resort ("Eighth Amendment"). The proposed Amendments are tracked with redlining and are enclosed with this ballot.

✓

☐

YES. The undersigned approves the Amendments provided with this ballot and approves the Board of Directors taking all appropriate action to record the Eighth Amendment.

-OR-

✓

☒

NO. The undersigned does not approve the Eighth Amendment provided with this ballot.

Results of Vote

Pursuant to NRS 82.326, NRS 116.21175 and the Association's Governing Documents, unless not less than seventy-five percent (75%) of the Members vote YES, or a petition is duly filed with a court of competent jurisdiction pursuant to NRS 116.21175, the Amendments will not pass.

Due Date

ALL ballots must be received by the Board of Directors on or before December 22, 2016 in order to be counted at the tabulation of Member votes. If less than seventy-five percent (75%) of the ballots are returned by this date, the date for returning ballots shall be automatically extended every thirty days until at least seventy-five percent (75%) of the ballots have been returned or otherwise at the sole discretion of the Board.

Methods to return signed ballots are as follows:

Scan and email the ballot to Jeanne Tarantino jtarantino@associasn.com.

Mail this ballot to Grand Sierra Resort Unit-Owners Association, c/o Associa Sierra North, 10509 Professional Circle, Suite 200, Reno, NV 89521. An envelope is enclosed for your convenience.

Pursuant to NRS 116.311(9)(d)(4), if you wish to deliver information to all unit's owners regarding the subject of the vote, please provide to Jeanne Tarantino on or before the fifth day after receipt of this Ballot. Any information must be on one page, not contain any defamatory or inappropriate contact and must address the subject of the vote.

IMPORTANT: THIS BALLOT MUST BE SIGNED BY A MEMBER OF THE ASSOCIATION. If there are two or more, any one need sign. When signing as executor, attorney, administrator, trustee, guardian or in some other representative capacity, please specify your title.

Signature: _____

Henry P. Nunn III

Printed Name: _____

Henry P. Nunn III

Date: _____

1/3/17

Unit Number: _____

2365

Mailing Address: _____

1645 Lillian St, Brentwood, Ca 94513

EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”



June 5, 2017

Incorporated Silkscape
PO Box 368
Auburn, CA 95604

Re: Special Assessment for Unit #2063

Dear Incorporated Silkscape,

We are writing you this letter to inform you that MEI-GSR Holdings LLC (the "Hotel Management Company") has recently conducted a financial reconciliation with respect to the capital expenditures advanced by the Hotel Management Company for renovations of the Units and the Condominium Hotel Property for the period between April 1, 2011 and December 31, 2016. Please note that terms not defined herein shall be as defined in the Eight Amendment to Condominium Hotel Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hotel-Condominiums at Grand Sierra Resort (the "CC&Rs").

Pursuant to such reconciliation, the Hotel Management Company has determined that reserve amounts are now insufficient in light of their respective allocation to the renovation projects related to the Units and the Condominium Hotel Property.

Based on the audited balance sheet of the Hotel Management Company as of December 31, 2016, the Hotel Management Company should have collected a total amount of \$14,557,507 for SFU, Hotel and FF&E reserves from all Unit holders for the period between April 1, 2011 and December 31, 2016.¹

Total capital expenditures with respect to all of the Units and the Condominium Hotel Property have totaled \$6,409,375 for the same period.

Therefore, only \$8,148,132 remains on the Hotel Management Company's balance sheet to cover the reserve amount of \$12,800,000 that was proposed pursuant to an independent reserve study dated as of January 1, 2017.

Pursuant to Sections 6.9 and 6.10 of the CC&Rs, a special assessment in the amount of \$13.70 per square foot is necessary in order to make up the \$4,651,868 deficit in reserves.

Please note that based on your Unit type, your special assessment amount will be \$7,560. This amount should be paid to the Hotel Management Company by no later than July 5, 2017.

¹ Please note that as of December 31, 2016, certain third party Unit holders have not paid their respective reserve amounts in the total amount of \$679,556.

Notwithstanding the above, the Hotel Management Company reserves the right to deduct any such amounts from revenues earned by your Unit as provided for in Section 9(c) of your unit rental agreement with the Hotel Management Company, if applicable.

Attached hereto for your benefit as Attachment I, is a spreadsheet that shows (i) reserve amounts as of December 31, 2016, (ii) reserve amounts required by the third party reserve study, and (iii) a breakdown of the special assessment by Unit type. A copy of the reserve study may be provided to you upon written request.

If you have any questions, please contact the Hotel Management Company at the following telephone number (775) 789-2314 and leave a message. We will then get back to you as soon as possible.

Sincerely,

Grand Sierra Resort and Casino

ATTACHMENT I
SPECIAL ASSESSMENT ANALYSIS

[Attached]

**Grand Sierra Resort and Casino
Attachment I
Special Assessment Analysis**

Balance Sheet as of 12/31/16 - Audited

SFU Reserve - Non GSR Units	\$ 1,703,600
SFU Reserve - GSR Units	4,529,263
FFE Reserve - Non GSR Units	1,433,651
FFE Reserve - GSR Units	3,749,665
Hotel Reserve Non GSR Units	946,372
Hotel Reserve GSR Units	2,194,957
Total Condo Reserve on Balance Sheet	14,557,507

Total Expenditures

6,409,375

Remaining Reserve Balance

8,148,132

Reserve Amount Required as of 1/1/17

SFU Reserve	8,500,000
FFE Reserve	2,300,000
Hotel Reserve	2,000,000
Total Reserve Required	12,800,000

Total Special Assessment

\$ 4,651,868

Unit Type	Square Footage		Special Assessment Cost Per Unit
	Square Feet	# of Units	
Grand 2 A	427	250	\$ 5,848
Grand 2 B	420	223	\$ 5,752
Grand 2 C	436	2	\$ 5,972
Grand 2 D	434	14	\$ 5,944
Grand Suite A	558	64	\$ 7,643
Grand Suite B	552	75	\$ 7,560
Loft 1	922	8	\$ 12,628
Loft 2	856	4	\$ 11,724
Loft 3	1,006	4	\$ 13,778
Imperial	1,340	16	\$ 18,353
Presidential	1,552	2	\$ 21,257
Deluxe Parlor	1,600	2	\$ 21,914
DMD	2,101	6	\$ 28,776
Total for all Units		670	
Total Special Assessment			\$ 4,651,868
Cost Per Square Foot			\$ 13.70

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

1 Code: DISC
2 G. David Robertson, Esq. (NV Bar No. 1001)
3 Jarrad C. Miller, Esq. (NV Bar No. 7093)
4 Jonathan J. Tew, Esq. (NV Bar No. 11874)
5 Robertson, Johnson, Miller & Williamson
6 50 West Liberty Street, Suite 600
7 Reno, Nevada 89501
8 (775) 329-5600
9 Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. 10

MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, GRAND SIERRA
RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada Limited
Liability Company; AM-GSR HOLDINGS,
LLC, a Nevada Limited Liability Company;
and DOE DEFENDANTS 1 THROUGH 10,
inclusive,

Defendants.

PLAINTIFFS' FIRST SET OF POST-JUDGMENT REQUESTS FOR
PRODUCTION OF DOCUMENTS

Plaintiffs, by and through their counsel of record, the law firm of Robertson, Johnson,
Miller & Williamson, hereby request that Defendants MEI-GSR Holdings, LLC, Grand Sierra
Resort Unit Owners' Association, Gage Village Commercial Development, LLC and AM-GSR
Holdings, LLC provide the below-requested DOCUMENTS, in accordance with Rules 26, 34
and 37 of the Nevada Rules of Civil Procedure and any other applicable statute, rule, or
regulation.

INSTRUCTIONS

1. In responding to this Request, produce all DOCUMENTS in YOUR custody, possession, OR control. A DOCUMENT is deemed to be in YOUR control if YOU have the right OR ability to secure the DOCUMENT OR a copy thereof from another PERSON having actual possession thereof.

2. If any DOCUMENT was, but no longer is, in YOUR possession, custody, OR control, state:

- a. the disposition of the DOCUMENT;
- b. the date such disposition was made;
- c. the IDENTITY of the present custodian of the DOCUMENT OR, if it no longer exists, so state;
- d. the PERSON that made the decision to dispose of the DOCUMENT;
- e. the reason(s) for the disposition; and
- f. A DESCRIPTION of the DOCUMENT and its contents.

3. This Request seeks, among other things, the production of electronic DOCUMENTS created OR which exist in word processing applications, electronic mail, OR other computer data. YOU are required to produce computer files, INCLUDING electronic mail messages in their original, native electronic form, with all information contained in OR attached to the electronic mail, INCLUDING message contents, header information, metadata, attachments sent OR received, logs of electronic mail system usage, information pertaining to the software necessary to open the electronic mail, and any other similar such information. YOU are required to produce all electronic mail messages encompassed by this Request, even if only available on backup OR archive tapes OR disks. Electronic DOCUMENTS must be accompanied by (a) IDENTIFICATION of the generally available software needed to open and view any DOCUMENT, OR (b) a copy of the software needed to open and view the DOCUMENT, and (c) instructions and all other materials necessary to open, use, OR interpret the DOCUMENT. To obtain electronic DOCUMENTS in an efficient manner will require our consultant to have access to electronic hardware in YOUR possession, custody, OR control.

1 Plaintiffs request that YOU meet and confer with their attorneys, prior to production, to develop
2 a mutually-acceptable plan for the production and copying of electronic DOCUMENTS.

3 4. Full compliance with the Request requires production of any and all actual
4 photographs, files OR negatives. If necessary, prints can be made; yet, photocopies of any
5 requested photographs will not be deemed in compliance with the Request.

6 5. Legible photocopies of front and back of each DOCUMENT will be accepted, in
7 lieu of production of the originals, provided such photocopies fully and accurately depict any and
8 all information available from the originals and, if not, the originals must be produced.

9 6. If a privilege OR work-product protection (INCLUDING an asserted statutory OR
10 protective order prohibition against disclosure) is claimed with respect to any responsive
11 DOCUMENT such that YOU will not produce the entire DOCUMENT, without any redactions,
12 omissions, interlineations, OR changes, specify the privilege OR work-product protection(s)
13 YOU claim, and IDENTIFY the DOCUMENT. If a claimed privilege OR work-product
14 protection applies only to a portion of a responsive DOCUMENT, produce the DOCUMENT
15 with the protected portion redacted and a legend OR privilege log indicating that the withheld
16 portion is the subject of a claimed privilege OR work-product protection. If YOU withhold any
17 DOCUMENT covered by this Request by reason of a claim of privilege, furnish a list at the time
18 the DOCUMENTS are produced IDENTIFYING any such DOCUMENT for which any
19 privilege is claimed, together with the following information with respect to any such
20 DOCUMENT withheld: author(s), recipient(s), sender, indicated OR blind copies, date, general
21 subject matter, basis on which privilege is claimed, and the specific requests to which the
22 DOCUMENT was responsive. For each DOCUMENT withheld under a claim that it constitutes
23 OR contains attorney work product, also state whether YOU assert that the DOCUMENT was
24 prepared in anticipation of OR for litigation and, if so, DESCRIBE all such litigation.

25 7. YOU are required to produce DOCUMENTS as they are kept in the usual course
26 of business OR grouped by the request to which they respond.

27 8. If YOU object to any request OR any portion thereof, please state the nature and
28 basis of YOUR objection. If YOU find objectionable only a portion of a request, please respond

1 fully to the non-objectionable portion thereof.

2 9. If responsive information appears on one OR more pages of a multi-page
3 DOCUMENT, please provide the entire DOCUMENT, INCLUDING any exhibits OR
4 attachments thereto. Except under a claim of privilege OR work product, YOU should not alter,
5 deface, mask, OR redact any DOCUMENT before production.

6 10. The use of the singular in any request shall INCLUDE the plural and the plural
7 shall INCLUDE the singular.

8 11. The use of any gender in any request shall INCLUDE the masculine, feminine OR
9 neuter genders.

10 DEFINITIONS

11 1. "COMMUNICATION" means any contact between OR among two OR more
12 PERSONS and INCLUDES written contact of any nature by such means as letter, memoranda,
13 telegram, telex, electronic mail, OR facsimile, OR oral contact by such means as face-to-face
14 meeting OR telephone conversation.

15 2. "DESCRIBE" OR "DESCRIBES" OR "DESCRIPTION" as used herein means to
16 narrate, express, explain, set forth, recount, delineate, depict, OR portray.

17 3. "DISCUSS" OR "DISCUSSES" OR "DISCUSSING" OR "DISCUSSION" as
18 used herein means to describe, talk about, analyze, evaluate, define, measure, quantify, interpret,
19 OR explain the particular subject OR DOCUMENT.

20 4. "DOCUMENT" OR "DOCUMENTS" as used herein is defined as any record,
21 report, statement, declaration, affidavit, paper, book, letter, note, drawing, graph, chart,
22 memorandum, transcript, summary, correspondence, photograph, phonograph, phonorecord,
23 pleading, plan, blueprint, OR "writings" and "recordings" as those terms are defined in NRS §
24 52.225, OR other data compilations from which information can be obtained OR translated, if
25 necessary, by the responding party through detection devices into reasonably usable forms,
26 whether printed, written, typed, OR stored electronically as data (INCLUDING electronic mail),
27 whether in YOUR possession, under YOUR control, which YOU have access to, OR which
28 YOU know of, INCLUDING all copies, no matter who OR by whom prepared, and all drafts

1 prepared in connection with such DOCUMENTS, whether OR not ever used OR conveyed for
2 any purpose, and INCLUDES any written, graphic, OR recorded matter, however produced OR
3 reproduced, of any kind OR description, whether sent OR received OR neither, INCLUDING
4 drafts, originals, non-identical copies and information stored magnetically, electronically,
5 photographically, OR otherwise. Any DOCUMENT shall INCLUDE the original and any
6 copies, reproductions, OR facsimiles thereof that is in any way different from the original.

7 5. "IDENTIFICATION" OR "IDENTIFY" OR "IDENTIFYING" OR "IDENTITY"
8 as used herein means, when referring to a PERSON, to state the PERSON's name, address,
9 telephone number, title, and department. "IDENTIFICATION" OR "IDENTIFY" OR
10 "IDENTIFYING" OR "IDENTITY" means, when referring to a DOCUMENT, to state its date,
11 its signer(s), each PERSON represented OR purported to be represented by each PERSON
12 identified as having signed OR participated in the preparation of the document, its type (letter,
13 memorandum, report, etc.), the nature and substance of the DOCUMENT with particularity, the
14 address of the PERSONS to whom it was sent OR received, each PERSON represented by each
15 PERSON identified as an addressee OR recipient, its title OR heading, and the present OR last
16 known location OR custodian of the original of the document (or, if unavailable, the most legible
17 copy thereof). If any such DOCUMENT was, but no longer is, in YOUR possession OR subject
18 to YOUR control, state what disposition was made of it, when, and by whom it was so disposed.

19 6. "INCLUDE" OR "INCLUDING" OR "INCLUDES" as used herein is defined as
20 encompassing OR within the scope of the stated request and should not be limited to just the
21 items specified.

22 7. "OR" as used herein is defined as "and," "or," and "and/or" concurrently and/or
23 as necessary in order to bring within the scope of a request all responses which might otherwise
24 be construed to be outside its scope.

25 8. "PERSON" as used herein shall INCLUDE a human being, natural person,
26 corporation, partnership, association, trust, unincorporated organization, any nongovernmental
27 legal entity, OR any form of business OR social organization.

1 9. “YOU” as used herein is defined as the answering Defendants herein, MEI-GSR
2 Holdings, LLC, Grand Sierra Resort Unit Owners’ Association, AM-GSR Holdings, LLC and
3 Gage Village Commercial Development, LLC, and INCLUDES any of their agents,
4 representatives, attorneys, accountants, OR employees; the term “YOUR” as used herein, is the
5 possessive adjective of YOU.

6 10. “UNIT MAINTENANCE AGREEMENT” as used herein is defined as Grand
7 Sierra Resort Unit Maintenance Agreement.

8 11. “UNIT RENTAL AGREEMENT” as used herein is defined as Grand Sierra Resort
9 Unit Rental Agreement.

10 12. “CC&Rs” as used herein is defined as Condominium Declarations of Covenants,
11 Conditions, Restrictions and Reservations of Easements for Hotel-Condominiums at Grand
12 Sierra Resort – First through Seventh Amendments.

13 13. “UNITS” as used herein is defined as the 670 condo units which occupy floors 17
14 through 24 of the Grand Sierra Resort and Casino, a large-scale hotel casino, located at 2500
15 East Second Street, Reno, Nevada; are part of the Grand Sierra Unit Owners Association; and the
16 subject of this litigation.

17 14. “IUO” as used herein is defined collectively as the Plaintiffs and Individual Unit
18 Owners herein.

19 15. “GSR” as used herein is defined as MEI-GSR Holdings, LLC AND AM-GSR
20 Holdings, LLC, a Defendants herein.

21 16. “ASSOCIATION” as used herein is defined as Grand Sierra Resort Unit Owners’
22 Association, a Defendant herein.

23 17. “GAGE” as used herein is defined as Gage Village Commercial Development,
24 LLC, a Defendant herein.

25 18. “DUE DILIGENCE” as used herein is defined as any investigation OR research
26 OR analysis done in consideration of whether to buy OR sell OR develop the UNITS OR in
27 preparing any of the agreements and/OR governing documents which are the subject of this
28 litigation.

1 **PLEASE TAKE NOTICE** that if YOU fail to IDENTIFY OR produce the requested
2 DOCUMENTS, OR if YOU object without substantial justification, Plaintiffs may move the
3 Court for an order to compel compliance, for which YOU may be liable for reasonable expenses
4 and attorneys' fees required to obtain such an order.

5 **PLEASE TAKE FURTHER NOTICE** that the Plaintiffs will object to admitting into
6 evidence any DOCUMENTS if a copy of any and every such DOCUMENT is not produced as
7 required herein or under the Nevada Rules of Civil Procedure.

8 **REQUEST NO. 1:**

9 Please produce all DOCUMENTS which DISCUSS, DESCRIBE, document, OR
10 memorialize approved and signed Board Minutes for the ASSOCIATION from January 7, 2015
11 through current date, INCLUDING all approved contracts, budgets, financial statements and
12 other such transactions. Budgets should INCLUDE any such documents addressing Common
13 Elements, Shared Facilities Expenses, Hotel Expenses and Capital Reserve contributions. Please
14 produce electronically where possible, with reports specifically exported to Microsoft Excel™
15 OR comma delimited format.

16 **REQUEST NO. 2:**

17 Please produce any and all detailed Shared Facilities Expense General Ledgers OR
18 comparable DOCUMENTS, which include reserves, for GSR and any and all underlying
19 journals, from January 7, 2015 through current date. Ledgers should be produced electronically
20 where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited
21 format.

22 **REQUEST NO. 3:**

23 Please produce any and all detailed Hotel Expenses General Ledgers OR comparable
24 DOCUMENTS, which include reserves, for the ASSOCIATION and any and all underlying
25 journals, from January 7, 2015 through current date. Ledgers should be produced electronically
26 where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited
27 format.

1 **REQUEST NO. 4:**

2 Please produce any and all financial statements for the ASSOCIATION: annual for the
3 period from January 7, 2015 through current date. These are to INCLUDE those statements
4 prepared by any and all outside accountants and/or auditors (OR internal accountants if no
5 outside accountants and/or auditors were hired) INCLUDING, but not limited to, Balance
6 Sheets, Income Statements, Statements of Cash Flows, and any supplementary schedules and/or
7 notes accompanying such Statements. Please produce electronically where possible, with reports
8 specifically exported to Microsoft Excel™ OR comma delimited format.

9 **REQUEST NO. 5:**

10 Please produce any and all pro forma OR other predictive financial data provided to
11 prospective UNIT buyers related to individual unit income and expenses, and ASSOCIATION
12 revenue and expenses, from January 7, 2015 through current date. Please produce electronically
13 where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited
14 format.

15 **REQUEST NO. 6:**

16 Please produce any and all bank statements for all checking, savings, investment and
17 other such accounts in the name, OR for the benefit, of the ASSOCIATION from January 7,
18 2015 through current date, INCLUDING copies of any and all related documents INCLUDING
19 but not limited to canceled checks, deposit slips, debit memos, credit memos, wire transfer
20 documents, electronic fund transfers, etc. Please produce electronically where possible, with
21 reports specifically exported to Microsoft Excel™ OR comma delimited format.

22 **REQUEST NO. 7:**

23 Please produce any and all detailed aging reports, including "Shared Facilities Expense"
24 AND "Common Expenses" AND "Reserves" of the ASSOCIATION's accounts receivable for
25 Assessments as of December 31st for each year from January 7, 2015 through current date.
26 Reports should be produced electronically where possible, with reports specifically exported to
27 Microsoft Excel™ OR comma delimited format.

1 **REQUEST NO. 8:**

2 Please produce any and all detailed aging reports of the ASSOCIATION's accounts
3 receivable for Hotel fees as of December 31st for each year from January 7, 2015 through
4 current date. Reports should be produced electronically where possible, with reports specifically
5 exported to Microsoft Excel™ OR comma delimited format.

6 **REQUEST NO. 9:**

7 Please produce any and all detailed aging reports of the ASSOCIATION's accounts
8 receivable for other fees and income as of December 31st for each year from January 7, 2015
9 through current date. Reports should be produced electronically where possible, with reports
10 specifically exported to Microsoft Excel™ OR comma delimited.

11 **REQUEST NO. 10:**

12 Please produce any and all detailed General Ledgers for the ASSOCIATION and any and
13 all underlying journals, from January 1, 2015 through current date. Ledgers should be produced
14 electronically where possible, with reports specifically exported to Microsoft Excel™ OR
15 comma delimited format.

16 **REQUEST NO. 11:**

17 Please produce any and all detailed Cash Receipts journals for the ASSOCIATION, from
18 January 1, 2015 through current date. Journals should be produced electronically where
19 possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

20 **REQUEST NO. 12:**

21 Please produce any and all detailed Cash Disbursements journals for the
22 ASSOCIATION, from January 1, 2015 through current date. Journals should be produced
23 electronically where possible, with reports specifically exported to Microsoft Excel™ OR
24 comma delimited format.

25 **REQUEST NO. 13:**

26 Please produce any and all detailed Purchases journals for the ASSOCIATION, from
27 January 1, 2015 through current date. Journals should be produced electronically where
28 possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

1 **REQUEST NO. 14:**

2 Please produce any and all detailed Billing Journals, INCLUDING but not limited to
3 Assessments, Hotel Fees, Miscellaneous Income and all other Charges (detailed accounting by
4 unit), from January 1, 2015 through current date. Journals should be produced electronically
5 where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited
6 format.

7 **REQUEST NO. 15:**

8 Please produce any and all detailed Accounts Receivable journals for the
9 ASSOCIATION, from January 1, 2015 through current date. Journals should be produced
10 electronically where possible, with reports specifically exported to Microsoft Excel™ OR
11 comma delimited format.

12 **REQUEST NO. 16:**

13 Please produce any and all detailed Accounts Payable journals and/or ledgers for the
14 ASSOCIATION, from January 1, 2015 through current date. Journals and/or ledgers should be
15 produced electronically where possible, with reports specifically exported to Microsoft Excel™
16 OR comma delimited format.

17 **REQUEST NO. 17:**

18 Please produce any and all detailed Payroll journals for the ASSOCIATION, from
19 January 1, 2015 through current date. Journals should be produced electronically where
20 possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

21 **REQUEST NO. 18:**

22 Please produce any and all detailed General journals for the ASSOCIATION, from
23 January 1, 2015 through current date. (Journals should be produced electronically where
24 possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

25 **REQUEST NO. 19:**

26 Please produce any and all reserve studies and/ OR similar reports projecting the costs
27 to maintain the ASSOCIATION's common areas and elements, as well as calculations of the
28 resultant contributions to be collected to ensure the ASSOCIATION's reserve fund is adequately

1 funded. This would INCLUDE all such information from January 1, 2015 through current date.
2 Reports should be produced electronically where possible, with reports specifically exported to
3 Microsoft Excel™ OR comma delimited format.

4 **REQUEST NO. 20:**

5 Please produce any and all detailed allocations of the portion of the ASSOCIATION
6 assessments deemed reserve contributions from January 1, 2015 through current date. Reports
7 should be produced electronically where possible, with reports specifically exported to Microsoft
8 Excel™ OR comma delimited format.

9 **REQUEST NO. 21:**

10 Please produce any and all detailed accounting of the portion of the Hotel Fees by unit
11 (INCLUDING both regular hotel units and UNITS) deemed Reserve contributions from January
12 1, 2015 through current date. Reports should be produced electronically where possible, with
13 reports specifically exported to Microsoft Excel™ OR comma delimited format.

14 **REQUEST NO. 22:**

15 Please produce any and all detailed accounting by unit (INCLUDING both regular hotel
16 units and UNITS) of any and all Hotel Fee charges from January 1, 2015 through current date.
17 Reports should be produced electronically where possible, with reports specifically exported to
18 Microsoft Excel™ OR comma delimited format.

19 **REQUEST NO. 23:**

20 Please produce any and all DOCUMENTS created after January 1, 2015, supporting the
21 calculation of the Hotel Fees by unit (INCLUDING both regular hotel units and UNITS),
22 INCLUDING supporting invoices and other expenses. Reports should be produced
23 electronically where possible, with reports specifically exported to Microsoft Excel™ OR
24 comma delimited format.

25 **REQUEST NO. 24:**

26 Please produce any and all detailed calculations and other DOCUMENTS created after
27 January 1, 2015, supporting increases to the Daily Use Fee rates beyond those specified in
28 Schedule A of the UNIT MAINTENANCE AGREEMENT. Reports should be produced

electronically where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

REQUEST NO. 25:

Please produce any and all room revenue reports (INCLUDING both regular hotel units and UNITS) from January 7, 2015 through current date. Reports should INCLUDE, but not limited to, arrival date, departure date, unit number, room rate for each night, discounts/credits issued for stay and any package/special rate offer in effect. Reports should be produced electronically where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

REQUEST NO. 26:

Please produce any and all reports utilized by housekeeping staff detailing room occupancy by unit (INCLUDING both regular hotel units and UNITS) from January 7, 2015 through current date. Reports should be produced electronically where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

REQUEST NO. 27:

Please produce any and all reports detailing key-issuance by unit (INCLUDING both regular hotel units and UNITS) from January 7, 2015 through current date. Reports should be produced electronically where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

REQUEST NO. 28:

Please produce any and all Monthly Profit & Loss Statements for all IUO from January 7, 2015 through current date. Reports should be produced electronically where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

REQUEST NO. 29:

Please produce any and all detailed reports of complimentary room usage (as defined at Paragraph 11 of the UNIT RENTAL AGREEMENT) by UNIT, by year, from January 7, 2015 through current date. Reports should be produced electronically where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

1 **REQUEST NO. 30:**

2 Please produce any and all DOCUMENTS which DISCUSS, DESCRIBE, document,
3 evidence, OR memorialize the processes followed by hotel staff when issuing rooms to guests,
4 INCLUDING how rooms are selected and what is required to override any automatic assignment
5 of rooms by the reservation system to specify a different room, INCLUDING but not limited to
6 policies and procedures manuals, and training documents. This documentation should cover
7 procedures from January 7, 2015 through current date.

8 **REQUEST NO. 31:**

9 Please produce any and all reports which may exist tracking overrides to room
10 assignment as discussed in Request No. 30 above, from January 7, 2015 through current date.
11 Reports should be produced electronically where possible, with reports specifically exported to
12 Microsoft Excel™ OR comma delimited format.

13 **REQUEST NO. 32:**

14 Please produce any and all Assessor Parcel Numbers (APN) for all UNITS sold,
15 purchased or transferred from January 7, 2015 through current date.

16 **REQUEST NO. 33:**

17 Please produce any and all detailed Guest Folios for all rentals from January 7, 2015
18 through current date. Reports should be produced electronically where possible, with reports
19 specifically exported to Microsoft Excel™ OR comma delimited format.

20 **REQUEST NO. 34:**

21 Please produce any and all departmental/divisional (e.g. food and beverage sales, spa
22 service sales and retail sales) revenue, INCLUDING indication of amounts charged to units,
23 INCLUDING unit number, and profit and loss reports, by departments/divisions. Reports should
24 be produced electronically where possible, with reports specifically exported to Microsoft
25 Excel™ OR comma delimited format created after January 7, 2015.

26 **REQUEST NO. 35:**

27 Please produce DOCUMENTS which DISCUSS, DESCRIBE, document OR show any
28 efforts by YOU to buy UNITS created after January 7, 2015.

1 **REQUEST NO. 36:**

2 Please produce DOCUMENTS which DISCUSS, DESCRIBE, document OR show any
3 efforts by YOU to buy UNITS from any of the IUO created after January 7, 2015.

4 **REQUEST NO. 37:**

5 Please produce any closing statements for any sales wherein YOU were the buyer of any
6 of the UNITS created after January 7, 2015.

7 **REQUEST NO. 38:**

8 Please produce all DOCUMENTS which DISCUSS, DESCRIBE, document, OR
9 memorialize the turnover of authority from the developer of the subject project to the
10 ASSOCIATION, INCLUDING all supporting documents and schedules for financial data and
11 statements created after January 7, 2015.

12 **REQUEST NO. 39:**

13 Please produce any and all contracts and/OR agreements YOU have with third party
14 vendors OR entities to manage, operate, maintain OR otherwise service the UNITS created after
15 January 7, 2015.

16 **REQUEST NO. 40:**

17 Please produce all COMMUNICATIONS between YOU and any OR all of the Plaintiffs
18 created after January 7, 2015.

19 **REQUEST NO. 41:**

20 Please produce all other notes, memoranda, OR other DOCUMENTS created during OR
21 immediately following any COMMUNICATIONS between YOU and any OR all of the
22 Plaintiffs created after January 7, 2015.

23 **REQUEST NO. 42:**

24 Please produce any and all detailed Shared Facilities Expense Cash Receipts Journals OR
25 comparable DOCUMENTS, which include reserves, for GSR, from January 7, 2015 through
26 current date. Journals should be produced electronically where possible, with reports specifically
27 exported to Microsoft Excel™ OR comma delimited format.

1 **REQUEST NO. 43:**

2 Please produce any and all detailed Hotel Expenses Cash Receipts Journals, OR
3 comparable DOCUMENTS, for GSR, from January 7, 2015 through current date. Journals
4 should be produced electronically where possible, with reports specifically exported to Microsoft
5 Excel™ OR comma delimited format.

6 **REQUEST NO. 44:**

7 Please produce any and all detailed Shared Facilities Expense Cash Disbursements
8 Journals OR comparable DOCUMENTS, which include reserves, for GSR, from January 7, 2015
9 through current date. Journals should be produced electronically where possible, with reports
10 specifically exported to Microsoft Excel™ OR comma delimited format.

11 **REQUEST NO. 45:**

12 Please produce all DOCUMENTS which DISCUSS, DESCRIBE, document OR show
13 any negotiations over the CC&Rs OR any draft thereof created after January 7, 2015.

14 **REQUEST NO. 46:**

15 Please produce all DOCUMENTS which DESCRIBE, document, show OR evidence any
16 payments made to YOU by any OR all of the Plaintiffs created after January 7, 2015.

17 **REQUEST NO. 47:**

18 Please produce any and all detailed Hotel Expenses Cash Disbursements Journals OR
19 comparable DOCUMENTS, which include reserves, for the GSR, from January 7, 2015 through
20 current date. Journals should be produced electronically where possible, with reports specifically
21 exported to Microsoft Excel™ OR comma delimited format.

22 **REQUEST NO. 48:**

23 Please produce any and all detailed Billing Journals, INCLUDING but not limited to
24 Assessments, Hotel Fees, Miscellaneous Income and all other Charges (detailed accounting by
25 unit), OR comparable DOCUMENTS, which include reserves, for GSR, from January 7, 2015 to
26 date. Journals should be produced electronically where possible, with reports specifically
27 exported to Microsoft Excel™ OR comma delimited format.

1 **REQUEST NO. 49:**

2 Please produce any and all detailed Shared Facilities Expense Billing Journals, OR
3 comparable DOCUMENTS, which include reserves, for GSR, and should INCLUDE Journals
4 from under the predecessor Management Company, from January 7, 2015 through current date.
5 Journals should be produced electronically where possible, with reports specifically exported to
6 Microsoft Excel™ OR comma delimited format.

7 **REQUEST NO. 50:**

8 Please produce any and all detailed Hotel Expenses Billing Journals, OR comparable
9 DOCUMENTS, which include reserves, the FF&E reserve and Deep Cleaning reserve, for GSR,
10 and should INCLUDE Journals from under the predecessor Management Company, from
11 January 7, 2015 through current date. Journals should be produced electronically where
12 possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

13 **REQUEST NO. 51:**

14 Please produce all DOCUMENTS which DISCUSS, DESCRIBE, document, evidence,
15 OR memorialize the rotation system used by YOU for UNITS offered for rental on a rotating
16 basis created after January 7, 2015.

17 **REQUEST NO. 52:**

18 Please produce all DOCUMENTS which DISCUSS, DESCRIBE, document, evidence,
19 OR memorialize any analysis, strategy, plan or intent by YOU to purchase any UNIT or UNITS
20 created after January 7, 2015.

21 **REQUEST NO. 53:**

22 Please produce all emails (electronic mail), between YOU AND/OR YOUR officers,
23 directors, managers, employees, third-parties, experts, attorneys AND/OR any Plaintiff in this
24 action, created after January 7, 2015, that are retrieved using the search terms listed in Exhibit
25 "1" attached hereto (search terms previously used and approved by the Court to obtain emails in
26 this action pursuant to discovery requests).

1 **REQUEST NO. 54:**

2 Please produce any and all billings/assessments (for all expenses, costs and reserves),
3 detailed ledgers, reconciliations, OR comparable DOCUMENTS, for GSR, from January 7, 2015
4 through current date, for the UNITS. Billings OR assessments should be produced electronically
5 where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited
6 format.

7 **REQUEST NO. 55:**

8 Please produce any and all billings/assessments (for all expenses, costs and reserves),
9 detailed ledgers, reconciliations, OR comparable DOCUMENTS, for the ASSOCIATION,
10 INCLUDING those from under the predecessor Management Company, from January 7, 2015
11 through current date, for each condo unit. Billing OR assessments should be produced
12 electronically where possible, with reports specifically exported to Microsoft Excel™ OR
13 comma delimited format.

14 **REQUEST NO. 56:**

15 Please produce any and all month-end detailed accounts payable reports, OR comparable
16 DOCUMENTS, which include reserves, for the ASSOCIATION, from January 7, 2015 through
17 current date. Reports should be produced electronically where possible, with reports specifically
18 exported to Microsoft Excel™ OR comma delimited format.

19 **REQUEST NO. 57:**

20 Please produce any and all detailed Shared Facilities Expense accounts payable journals
21 OR ledgers OR comparable DOCUMENTS, which include reserves, for GSR, from January 7,
22 2015 through current date. Journals should be produced electronically where possible, with
23 reports specifically exported to Microsoft Excel™ OR comma delimited format.

24 **REQUEST NO. 58:**

25 Please produce any and all detailed Hotel Expenses accounts payable journals OR ledgers
26 OR comparable DOCUMENTS, which include reserves, for GSR, from January 7, 2015 through
27 current date. Journals should be produced electronically where possible, with reports specifically
28 exported to Microsoft Excel™ OR comma delimited format.

1 **REQUEST NO. 59:**

2 In Response to Document Request Number 17 in the First Request for Production of
3 Documents, the ASSOCIATION provided a few budget estimates for the "Shared Facilities
4 Expense," and the "Hotel Expenses," which show payroll taxes. For such related payroll periods
5 and from January 7, 2015 to date, please provide detailed payroll journals or comparable
6 DOCUMENTS.

7 **REQUEST NO. 60:**

8 Please produce any and all detailed Shared Facilities Expense general journals OR
9 comparable DOCUMENTS, which include reserves, for GSR, from January 7, 2015 through
10 current date. Journals should be produced electronically where possible, with reports specifically
11 exported to Microsoft Excel™ OR comma delimited format.

12 **REQUEST NO. 61:**

13 Please produce any and all detailed Hotel Expenses general journals OR comparable
14 DOCUMENTS, which include reserves, for GSR, from January 7, 2015 through current date.
15 Journals should be produced electronically where possible, with reports specifically exported to
16 Microsoft Excel™ OR comma delimited format.

17 **REQUEST NO. 62:**

18 Please produce any and all DOCUMENTS detailing room occupancy, room status, date
19 due in, check-in date, date due out, check-out date, and guest(s) name by unit (INCLUDING
20 both regular hotel units and UNITS) from January 7, 2015 through current date. Reports should
21 be produced electronically where possible, with reports specifically exported to Microsoft
22 Excel™ OR comma delimited format.

23 **REQUEST NO. 63:**

24 In response to the First Request for Production of Documents, Request No. 25, YOU
25 produced two Excel files relative to hotel room stays and room revenue which indicate various
26 rate plans. Please produce all DOCUMENTS from January 7, 2015 through the current date,
27 which describe each rate plan, how it is used, and when the rate override is used.

28 **REQUEST NO. 64:**

1 Please produce monthly internal financial statements reflecting the revenues and
2 expenses for the hotel departments (INCLUDING both regular hotel units and UNITS), divided
3 or itemized by room type, from January 7, 2015 through current date. Statements should be
4 produced electronically where possible, with reports specifically exported to Microsoft Excel™
5 OR comma delimited format.

6 **REQUEST NO. 65:**

7 Please produce internal financial statements for the housekeeping department from
8 January 7, 2015 through current date. Statements should be produced electronically where
9 possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

10 **REQUEST NO. 66:**

11 Please produce any DOCUMENTS which indicate room occupancy and room
12 revenue/rate information (for both regular hotel units and UNITS) by month from January 7,
13 2015 to current date. Such DOCUMENTS should INCLUDE total rooms, rooms' unavailable or
14 otherwise out-of-service (reason for out-of service), and rooms utilized (rented/comped/used).
15 Such DOCUMENTS should also include the total room revenue for each month and the average
16 room rate per month. In addition, such monthly report should also INCLUDE the same
17 information by each room type/size. Reports should be produced electronically where possible,
18 with reports specifically exported to Microsoft Excel™ OR comma delimited format.

19 **REQUEST NO. 67:**

20 Please produce any and all schedules of the UNITS indicating, for each unit, date ranges
21 of UNIT RENTAL AGREEMENTS in place, and date ranges when there were no UNIT
22 RENTAL AGREEMENTS in place created after January 7, 2015. This should include all
23 independently owned and GSR owned units. Schedule should be produced electronically where
24 possible, with reports specifically exported to Microsoft Excel™ OR comma delimited format.

25 **REQUEST NO. 68:**

26 Please produce the annual itemized accounting for Common Expenses, which includes
27 any contributions to the "Capital Reserve," and which itemized accounting is the responsibility
28 of the ASSOCIATION Board. This documentation should INCLUDE supporting

1 DOCUMENTS such as itemized accountings of costs and expenses, ledgers, supporting journals,
2 invoices, proofs of payment and any other supporting DOCUMENTS, cover Accounting from
3 January 7, 2015 through current date and should be produced electronically where possible, with
4 reports specifically exported to Microsoft Excel™ OR comma delimited format.

5 **REQUEST NO. 69:**

6 Please produce any and all DOCUMENTS which show any IUO requests that an Annual
7 Itemized Accounting of Common Expenses be prepared by a CPA and the underlying
8 accounting/reporting by the CPA provided to such requesting unit owner created after January 7,
9 2015.

10 **REQUEST NO. 70:**

11 Please produce annual itemized accounting for Shared Facilities Expenses, which
12 includes any contributions to the "Shared Facilities Reserve," and which itemized accounting is
13 the responsibility of the Shared Facilities Unit Owner. This documentation should INCLUDE
14 supporting DOCUMENTS such as itemized accountings of costs and expenses, ledgers,
15 supporting journals, invoices, proofs of payment and any other supporting DOCUMENTS, cover
16 Accounting from January 7, 2015 through current date and should be produced electronically
17 where possible, with reports specifically exported to Microsoft Excel™ OR comma delimited
18 format.

19 **REQUEST NO. 71:**

20 Please produce any and all DOCUMENTS which show any Unit Owner requests that an
21 Annual Itemized Accounting for Shared Facilities Expenses be prepared by a CPA and the
22 underlying accounting/reporting by a CPA provided to such requesting Unit Owner created after
23 January 7, 2015.

24 **REQUEST NO. 72:**

25 Please produce Annual Itemized Accounting for Hotel Expenses, which includes any
26 contributions to the "Hotel Reserve," and which itemized accounting is the responsibility of the
27 Declarant. This documentation should INCLUDE supporting DOCUMENTS such as itemized
28 accountings of costs and expenses, ledgers, supporting journals, invoices, proofs of payment and

1 any other supporting DOCUMENTS, associated underlying accounting/reports by a CPA
2 prepared pursuant to the Seventh or Eighth Amendment to Condominium Declaration of
3 Covenants, Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra
4 Resort at Section 6.10(a), cover Accounting from January 7, 2015 through current date and
5 should be produced electronically where possible, with reports specifically exported to Microsoft
6 Excel™ OR comma delimited format.

7 **REQUEST NO. 73:**

8 Please produce any itemized accountings that were provided to a unit owner,
9 INCLUDING copies of the transmittal letters, since January 7, 2015.

10 **REQUEST NO. 74:**

11 Please produce any and all minutes of the unit owner/hotel meetings, which were in
12 addition to the Board and Annual unit owner meetings, since January 7, 2015.

13 **REQUEST NO. 75:**

14 Please produce copies of all annual income tax returns for the ASSOCIATION from
15 2015 to present.

16 **REQUEST NO. 76:**

17 Please produce all DOCUMENTS referencing or addressing the Eighth Amendment to
18 Condominium Declaration of Covenants, Restrictions and Reservations of Easements for Hotel-
19 Condominiums at Grand Sierra Resort.

20 **REQUEST NO. 77:**

21 Please produce any and all internal GSR DOCUMENTS, including, but not limited to,
22 emails, interoffice memoranda, and notes, which DISCUSS OR DESCRIBE the management,
23 rental, maintenance, accounting, or acquisition of UNITS from January 7, 2015 to present.

24 **REQUEST NO. 78:**

25 Please produce any and all DOCUMENTS, including but not limited to, emails,
26 interoffice memoranda, electronic data and notes, which demonstrate, DISCUSS OR DESCRIBE
27 any information exchange or COMMUNICATION between YOU and James S. Proctor, CPA.

1 **REQUEST NO. 79:**

2 Please produce copies of all management/internal control letters from the independent
3 CPAs who have conducted financial statement audits or reviews of the ASSOCIATION, since
4 2015.

5 DATED this 24th day of December, 2018.

6 ROBERTSON, JOHNSON,
7 MILLER & WILLIAMSON
8 50 West Liberty Street, Suite 600
9 Reno, Nevada 89501

10 By 

11 G. David Robertson, Esq.
12 Jarrad C. Miller, Esq.
13 Jonathan J. Tew, Esq.
14 Attorneys for Plaintiffs
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28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Ste. 600, Reno, Nevada 89501, over the age of 18,
4 and not a party within this action.

5 I further certify that on the 27th day of December, 2018, I caused to be deposited in the
6 U.S. Mail, first-class postage fully prepaid, a true and correct copy of the foregoing
7 **PLAINTIFFS' FIRST SET OF POST-JUDGMENT REQUESTS FOR PRODUCTION OF**
8 **DOCUMENTS** to the following:

9 H. Stan Johnson, Esq.
10 Steven B. Cohen, Esq.
11 Cohen-Johnson, LLC
12 375 E. Warm Springs Road, Suite 104
13 Las Vegas, NV 89119-4260
14 Facsimile: (702) 823-3400
15 Email: sjohnson@cohenjohnson.com
16 *Attorneys for Defendants*

Jeffrey L. Hartman, Esq.
Hartman & Hartman
510 W. Plumb Lane, Suite B
Reno, NV 89509
Facsimile: (775) 324-1818
Email: notices@banhkruptcyreno.com
Attorneys for Receiver

15 I further certify that on the 27th day of December, 2018, I caused to be hand-delivered, a
16 true and correct copy of the foregoing **PLAINTIFFS' FIRST SET OF POST-JUDGMENT**
17 **REQUESTS FOR PRODUCTION OF DOCUMENTS** to the following:

18 Gayle A. Kern, Esq.
19 Kern & Associates, Ltd.
20 5421 Kietzke Lane, Suite 200
21 Reno, NV 89511
22 Facsimile: (775) 324-6173
23 Email: gaylekern@kernltd.com
24 *Attorneys for Defendants*

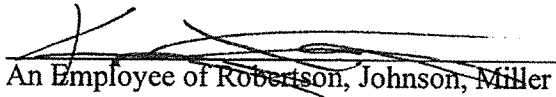
25 
26 An Employee of Robertson, Johnson, Miller & Williamson
27
28

EXHIBIT "1"

Condo
Condominium
Summit
daily use fee
duf
indyhap
rotation
unit maintenance agreement
uma
unit rental agreement
ura
cc w/l r
occupancy
comp
capital reserve
ff w/l e
hoa
association
unit
guest
reserve
hotel expense
net room revenue
owner
rotation system
shared facilities expenses
rental rates
furniture
reservation
complimentary unit
owner account statement
3rd party owned
gsr owned
foreclosure
assessment
invoices
reserve
occupancy
player club
club
SN
serial number

Exhibit "1" to Plaintiffs' First Set of Post-Judgment
Requests for Production of Documents

Exhibit "8"

Exhibit "8"

1 CODE:
Jarrad C. Miller, Esq. (NV Bar No. 7093)
2 Jonathan J. Tew, Esq. (NV Bar No. 11874)
Robertson, Johnson, Miller & Williamson
3 50 West Liberty Street, Suite 600
Reno, Nevada 89501
4 (775) 329-5600
Attorneys for Plaintiffs

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

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

10 vs.

Case No. CV12-02222
Dept. No. 10

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

17 Defendants.

18 **DECLARATION OF JARRAD C. MILLER, ESQ. IN SUPPORT OF**
19 **MOTION FOR SUPPLEMENTAL DAMAGES PROVE-UP HEARING**

20 I, Jarrad C. Miller, state:

21 If called as a witness, I would and could testify that the following facts are within my
22 personal knowledge.

23 1. I am an attorney of record herein for Plaintiffs herein.

24 2. I am licensed to practice law in the State of Nevada, and am a Shareholder of the
25 Robertson, Johnson, Miller & Williamson law firm, which has offices in Reno, Nevada and Las
26 Vegas, Nevada.

27 3. A true and correct copy of correspondence from Defendants to Plaintiff Lee Van
28 der Bokke dated July 19, 2016, is attached hereto as Exhibit 1.

4. A true and correct copy of the Owner Account Statement for Unit 1769, dated July 20, 2016, is attached hereto as Exhibit 2.

5. True and correct copies of Owner Account Statements for Unit 1775, dated April 28, 2016 and September 19, 2018, are attached hereto as Exhibit 3.

6. True and correct copies of Owner Account Statements for Units 2157, 2181, 1728, and 2385, respectively dated February 19, 2018, June 19, 2018, June 19, 2018, May 21, 2018, and September 19, 2017, are attached hereto as Exhibit 4.

7. A true and correct copy of a written ballot for Defendant Grand Sierra Resort Unit-Owners' Association by Plaintiff Henry Nunn, dated January 3, 2017, is attached hereto as Exhibit 5.

8. A true and correct copy of correspondence from Defendants to Plaintiff Silkscape, Inc. dated June 5, 2017, is attached hereto as Exhibit 6.

9. A true and correct copy of Plaintiffs' First Set of Post-Judgment Requests for Production of Documents, is attached hereto as Exhibit 7.

I have read this Declaration, and I have personal knowledge of all matters stated herein and am competent to testify with respect to all such matters. I declare under penalty of perjury that the foregoing is true and correct and that this Declaration was executed on

December 24th, 2018.

Jarrad C. Miller, Esq.

1 CODE: 3105
Jarrad C. Miller, Esq. (NV Bar No. 7093)
2 Jonathan J. Tew, Esq. (NV Bar No. 11874)
Robertson, Johnson, Miller & Williamson
3 50 West Liberty Street, Suite 600
Reno, Nevada 89501
4 (775) 329-5600
Attorneys for Plaintiffs

5
6 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
7 **IN AND FOR THE COUNTY OF WASHOE**
8

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

10 Plaintiffs,

11 vs.

Case No. CV12-02222
Dept. No. 10

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

17 Defendants.
18

19 **ORDER GRANTING MOTION FOR INSTRUCTIONS TO RECEIVER**

20 On January 25, 2019, the Court issued an Order Granting Motion to Substitute Receiver
21 ("January 25 Order"). The January 25 Order substituted Mr. Richard Teichner ("Receiver") in
22 place of Mr. James Proctor as receiver. It also made a number of important findings regarding
23 the status of the case, including that: (1) the Nevada Supreme Court's reversal of this Court's
24 May 9, 2016 dismissal order ("Dismissal Order") restored the case to the procedural posture it
25 was in immediately prior to the date of the Dismissal Order; and (2) all of this Court's orders
26 issued prior to the Dismissal Order were in full force and effect as if the Dismissal Order was
27 never issued. Now that the Court has entered its January 25 Order regarding substitution of the
28 Receiver, the Plaintiffs' Motion for Instructions to Receiver ("Motion") is ripe for review.

1 The Court has reviewed Plaintiffs' Motion, Defendants' Opposition to Motion for
2 Instructions to Receiver ("Opposition"), and Plaintiffs' Reply in Support of Motion for
3 Instructions to Receiver ("Reply"). Based on the Court's review of the briefing, the Court finds
4 that restitution or disgorgement is necessary to fully restore this case to the procedural posture
5 that existed immediately prior to the Dismissal Order. The Court further finds that Defendants
6 are required by law to provide restitution or disgorgement of all benefits they received based on
7 the now reversed Dismissal Order, and that the Defendants' Opposition failed to provide any
8 valid legal authority to contest the Defendants' obligation to provide restitution or disgorgement.

9 Based on the forgoing:

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

11 **IT IS FURTHER ORDERED** that the Receiver has the authority to, and shall, disgorge
12 to Plaintiffs any and all fees the Defendants assessed following the Dismissal Order that are in
13 excess of those calculated by the receiver in his January 7, 2016 Receiver's Determination of
14 Fees and Reserves ("Increased Fees").

15 **IT IS FURTHER ORDERED** that the Receiver shall unwind the reinstated fees that the
16 Defendants were previously prohibited from collecting under this Court's sanctions orders,
17 Findings of Fact, Conclusions of Law and Judgment ("FFCLJ"), and receivership orders (the
18 "Reinstated Fees");

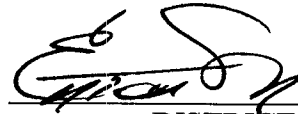
19 **IT IS FURTHER ORDERED** that the Receiver shall rescind and unwind the special
20 assessment ("Special Assessment") charged by the Defendants that is prohibited by this Court's
21 sanctions and other orders;

22 **IT IS FURTHER ORDERED** that the Receiver shall disgorge to Plaintiffs all amounts
23 the Defendants collected, through payment, offset, credit, or otherwise, to pay the Reinstated
24 Fees and Special Assessment.

25 **IT IS FINALLY ORDERED** that until the Receiver has sufficient funds required to
26 completely disgorge to Plaintiffs the Increased Fees, Reinstated Fees and Special Assessment
27 (the "Total Disgorgement Amount"), the Receiver shall allocate the Defendants' one half of the
28 revenue split each month under the rental agreements to the Plaintiffs until all required amounts

1 are disgorged. The Receiver shall, as soon as sufficient funds are available, and consistent with
2 the authority vested in the Receiver under the Court's January 7, 2015 Order Appointing
3 Receiver and Directing Defendants' Compliance, immediately pay to Plaintiffs the Total
4 Disgorgement Amount without delay.

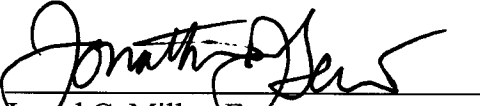
5 DATED this 15 day of FEBRUARY, 2019.

6
7 

8 DISTRICT COURT JUDGE

9
10 Submitted by:

11 ROBERTSON, JOHNSON,
12 MILLER & WILLIAMSON

13 

14 Jarrod C. Miller, Esq.
15 Jonathan Joel Tew, Esq.
16 Attorney for Plaintiffs
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3835
DAVID C. McELHINNEY
Nevada Bar No. 0033
LEWIS ROCA ROTHGERBER CHRISTIE LLP
One East Liberty Street, Suite 300
Reno, Nevada 89501
Tele: (775) 823-2900
Email: dmcelhinney@lrrc.com

*Attorneys for Defendants MEI-GSR Holdings, LLC,
AM-GSR Holdings, LLC, Grand Sierra
Resort Unit Owners' Association, and
Gage Village Commercial Development, LLC*

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

ALBERT THOMAS, et. al.,

Plaintiffs,

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.

Case No. CV12-02222

Dept. No.: 10

**RECEIVER'S REPORT RE
GSRUOA, FOR THE PERIOD
FROM SEPTEMBER 1 THROUGH
SEPTEMBER 30, 2019**

RECEIVER'S REPORT

A copy of *Receiver's Report Re Grand Sierra Resort Unit Owners' Association In Receivership For The Period From September 1 Through September 30, 2019*, is attached hereto as Exhibit "1".

RESPECTFULLY SUBMITTED this 7th day of October, 2019.

LEWIS ROCA ROTHGERBER CHRISTIE, LLP

By: /s/ David C. McElhinney
DAVID C. McELHINNEY, ESQ.
One East Liberty Street, Suite 300
Reno, Nevada 89501
Attorney for Defendants

AFFIRMATION
Pursuant to NRS 239B.030

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

DATED this 7th day of October, 2019.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ David C. McElhinney
DAVID C. McELHINNEY, ESQ.
Nevada Bar No. 0033
LEWIS ROCA ROTHGERBER CHRISTIE LLP
One East Liberty Street, Suite 300
Reno, Nevada 89501

One East Liberty Street, Suite 300
Reno, NV 89501-2128

Lewis Roca
ROTHGERBER CHRISTIE

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Lewis Roca Rothgerber Christie LLP and that on this 7th day of October, 2019, I served a true and correct copy of the foregoing **RECEIVER'S REPORT RE GSRUOA, FOR THE PERIOD FROM SEPTEMBER 1 THROUGH SEPTEMBER 30, 2019** with the Clerk of the Court by using the ECF system which served the following parties electronically:

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
Attorneys for Plaintiffs

I further certify that on the 7th day of October, 2019, I caused to be deposited in the U.S. Mail, first-class postage fully prepaid, a true and correct copy of the foregoing **RECEIVER'S REPORT RE GSRUOA, FOR THE PERIOD FROM SEPTEMBER 1 SEPTEMBER 30, 2019**, addressed to the following:

Richard M. Teichner, As Receiver for GSRUOA
Teichner Accounting Forensics & Valuations, PLLC
3500 Lakeside Court, Suite 210
Reno, NV 89509

I declare under penalty of perjury under the laws of the State of Nevada, that the foregoing is true and correct.

Dated this 7th day of October, 2019.

/s/ Dawn M. Hayes
An Employee of Lewis Roca Rothgerber
Christie LLP

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EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION	NO. PAGES
Exhibit 1	Receiver's Report, Grand Sierra Resort Unit Owners' Association In Receivership, For the Period from September 1 through September 30, 2019.	4



Receiver's Report
Grand Sierra Resort Unit Owners' Association In Receivership
For the Period from September 1 through September 30, 2019

Re: Albert Thomas, et al. vs. MEI-GSR Holdings, LLC, Grand Sierra Resort Unit Owners' Association, Village Commercial Development, LLC AM-GSR Holdings, LLC, et al.;
Case No. CV12-02222, Dept. No. 10

This report covers the month of September 2019, during which period the services performed by this Receiver and his assistant were somewhat abbreviated due to issues that are still pending.

As has been presented in prior Receiver reports, the following describes the status of the issues as of September 30 that this Receiver is charged with monitoring and enforcing:

Reserves through September –

In my prior report for the period ended August 31 ("my report"), I indicated that the amount of the total reserves to date was \$11,341,606.74. This amount has been revised to \$11,351,320.00 because the previously stated amount of \$11,341,606.74 had excluded seven units whose owners are part of the rental program (including two double units, each double unit having a single owner), whereas only the owners of three units should have been excluded (but see the third paragraph below). The owners of those three units (two of which have a single owner) have not been paying for the reserves charged to them, as opposed to the owners of the other four units who have been making any payments for reserves. Counsel for the Plaintiffs and for the Defendants will need to decide whether or not each of the unit owners who do not participate in the rental program but who have been paying reserve amounts should be refunded their respective contributions to the reserves, giving that Defendants' motion for excluding unit owners not part of the rental program from paying into the reserves was conceded by Plaintiffs.

For September, the additions to the reserves is \$283,783.00, bringing the total for the reserves as of September 30 to \$11,635,103.00 (i.e. \$11,351,320.00 plus \$283,783.00).

The difference between the \$11,341,606.74 and the \$11,351,320.00, or \$9,713.26, as of August 31 (consists of two components. One of the components, in the amount of \$5,567.13, is mainly due to our excluding all of the seven units whose owners are not part of the rental program from May through August because we were not aware of which units were to be excluded. The other component, in the amount of \$4,146.13, is due to a difference between our computation of the correction to the amount that should exclude the three units (two owners) in the amount of \$78,556.18 and GSR's amount of \$82,702.31, or \$4,146.13. Accordingly, until the difference of \$4,146.13 between this Receiver's amount and GSR's amount representing the exclusion of reserves of the unit owners who are not part of the rental program, gets resolved, this Receiver's balance for the reserves as of September 30 of \$11,635,103.00 is being used. We are in the process of reconciling the difference of \$4,146.13 between our amount and GSR's amount.

We have received copies of the bank statements for the three respective reserves bank accounts as of August 31, 2019. Important to note is that no deposits were made during August; thus, the balances in the accounts for the FF&E, Hotel Reserve and Shared Facilities Reserve remain at the July balances of \$780,570.17, \$643,882.14 and \$794,958.37, respectively.¹

Disgorgement through August 2019 of excess Daily Use Fees (DUFs), other expenses and reserves that were calculated through December 31, 2018 and previously reported –

In my prior report, under the heading “Disgorgement through August”, I had indicated that, of the excess DUFs, other expenses and reserves in the amount of \$676,078.68 at December 31, 2018 that was yet to be disgorged as of July 31 was \$85,999.61, based on a total disgorgement through July in the amount of \$590,079.07. As previously stated in an earlier Receiver’s report, the amount totaling \$676,078.68 (not \$676,078.68 as mentioned in my prior report) is based on the excess DUFs, other expenses and reserves calculated for the period from May 9, 2016 through December 31, 2018.

As of August 31, 2019, the disgorgement representing the excess DUFs, other expenses and reserves as of December 31, 2018 is \$712,712.92 according to our calculations and based on our testing procedures. GSR has calculated \$713,075.34 for the amount as having been disgorged. According to our calculations, GSR has overpaid \$36,004.24. GSR has \$36,366.66 as the overpayment. (We are in the process of reconciling the difference of \$362.42 between our amount and GSR’s amount.) This amount of overpayment of \$36,666.66 per GSR has been offset against the daily resort fees for the period June 4 through August 31 (discussed below) which have been characterized as a miscellaneous credit (“Misc. (credits)”) on the monthly statements for August. This treatment of offsetting the overpayment of excess DUFs, other expenses and reserves against the monthly amounts for the daily resort fees due to Plaintiffs has not been authorized by this Receiver. In this Receiver’s opinion, such overpayment should be separately offset against all the disgorgements for daily resort fees, complimentary room rates for gaming customers and discounts on rates for gaming customers, and such disgorgements separately paid to Plaintiffs.

Daily Resort Fees (DRFs) –

The amount due to Plaintiffs for the DRF’s through June 3, 2019, which was \$803,562.93, has been paid to Plaintiffs, as indicated in my prior report. The additional DRFs due to Plaintiffs from June 4 through August 31, 2019 is \$98,039.14. As mentioned above, GSR has offset this amount of DRFs due to the Plaintiffs by the \$36,366.66 overpayment mentioned above (which was not authorized); thus, the total of the amounts of the miscellaneous credits on the Plaintiffs’ August statements is \$61,672.48.

As mentioned in my prior report, a request has been made to GSR for it to include the DRFs for each for Plaintiff’s unit on the monthly statements. The way this is to be presented is as a separate column in the Reservation Detail section on the statements, so that the far-right column in that section titled “(Room Revenue)/Fees” includes the DRF amounts for the month. As mentioned in my prior report, the change to the monthly statements requires programming revisions, which, according to our understanding, Jun Candela, Senior Programming Analyst at GSR, is still attempting to accomplish.

¹Also, important to note is that, subsequent to September 30, we received the September 30, 2019 bank statements for the three reserve accounts and that no additions were made to these accounts during September. Thus no additional deposits have been made into reserves accounts since July.

Complementary rooms –

We have received a monthly schedule for comped rooms through August and we have verified that the owners of the comped rooms were credited with the average daily rates as opposed to the comped rate. We have also received a schedule for the period from January 1, 2019 through June 3, 2019 that includes brief descriptions as to the type of rate charged to customers, per room, for each of the Plaintiffs. These descriptions, although not entirely clear as to the type of rates that were charged, appear to distinguish rooms for which gaming comps were given from rooms with other rates by the use of the terms “casino rate” and “players rate” for gaming comps. We understand that other types of reduced rates, including discounted rates, are for group rates, convention rates, and other special offers. We are still attempting to confirm this and have been told that Kent Vaughn is the person at GSR who should be able to assist us.

Although we have verified that average daily rates were credited to the Plaintiffs for rooms that were comped through August 2019, we cannot yet discern whether any of the comps within the first five nights for which no credit was given to the Plaintiffs were for gaming customers, as mentioned in my prior report. Once we know which comps were for gaming customers we can then determine the extent to which any Plaintiffs were not credited for those comps offered to gaming customers since May 9, 2016. We will then need to compare each date since May 9, 2016 that a customer was comped or paid a gaming rate with the rate credited to the Plaintiff, if any, on that date, so that we are able to determine that, for each gaming comp, or discount if possible (see section below), each Plaintiff was credited with the average daily rate and that none of the first five nights for which no credit for rooms rates is permitted² includes a night for which a comp was given to a gaming customer. Unless there is way to extract the data for the gaming comps or rates and the data for the room rates credited to the Plaintiffs, and then use some software-driven means (maybe Excel) of matching each gaming comp with each corresponding rate credited (or not credited) to a Plaintiff, performing the manual task of making each of these comparisons will be very tedious and extremely time consuming.

Discounted room rates –

The specific data for discounted rooms cannot be extracted without some programming revisions. However, at this point, my understanding is that prospects for making such revisions are not very likely because extracting data for the amount of the discounts to gaming customers from the data for discounts to other customers is difficult, if not impossible, to accomplish. (The schedule from January 1, 2019 through June 3, 2019 referred to in the section above for complementary rooms does not contain the kind of data necessary to distinguish the amounts of gaming discounts from other types of discounts.) However, as mentioned in my prior report, we will continue to follow up on whether the relevant discount data can be extracted.

Monthly statements to Plaintiffs –

We have tested and verified the data on the monthly statements for August, dated September 17, as we have with all prior statements since the beginning of this receivership.

We await instructions from the Court based on its decisions on the motions, oppositions and replies filed by Plaintiffs and Defendants pertaining to the hearing scheduled for October 30.

²Per paragraph 11 of the Unit Rental Agreement.

Respectively,

TEICHNER ACCOUNTING FORENSICS & VALUATIONS, PLLC

A handwritten signature in cursive script that reads "Richard M. Teichner".

Richard M. Teichner, CPA, ABV, CVA®, MAFF®, CFF, CRFAC®, DABFA®, FCPA™, CGMA®, CDFA®
As Receiver for the Grand Sierra Resort Unit Owners' Association

October 7, 2019

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

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

The Court makes the following factual findings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5
6 The judgment entered October 9, 2015 does not include the depreciation or diminution in value of
7 the units. As with any type of sale, a unit owner may assign, retain or otherwise reserve such a claim
8 from a transfer. These claims may have been preserved and may be retained by a unit owner, in this
9 matter, at the time of any transfer.³

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

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

- 12
- 13 1. When it shall appear by the complaint that the plaintiff is entitled to the relief demanded,
14 and such relief or any part thereof consists in restraining the commission or continuance of
the act complained of, either for a limited period or perpetually.
 - 15 2. When it shall appear by the complaint or affidavit that the commission or continuance of
some act, during the litigation, would produce great or irreparable injury to the plaintiff.
 - 16 3. When it shall appear, during the litigation, that the defendant is doing or threatens, or is
17 about to do, or is procuring or suffering to be done, some act in violation of the plaintiff's
rights respecting the subject of the action and tending to render the judgment ineffectual.
- 18

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

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

22

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

25 ⁴ That statute provides:

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

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

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

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

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

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

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

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

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

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

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

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

2 Plaintiffs have alleged that the appraisal done at the request of Defendants was not done by the
3 GSRUOA. The Court agrees. As a result, the Court will permit unit owners to contest the
4 appraisals and present their own appraisals setting forth their claimed fair market value.
5

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

9 Currently the Receiver has not been paid as directed by the January 7, 2015 Order. As Defendants
10 are the 80% owners of the units at GSRUOA; are the owners noticing the meeting seeking
11 dissolution of GSRUOA, and sale under NRS 116.2118, Defendants must address this issue prior to
12 sale.
13
14
15

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

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

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

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

24 ⁶ Those include:

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

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

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

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

9 Therefore, the Court issues the following Orders:

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

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

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

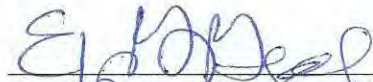
24 IT IS FURTHER ORDERED that this Court shall provide supervision of the appraisal process of
25 the units in order to assure that Plaintiffs are provided an opportunity to submit their own appraisal
26 of their respective units for consideration and determination of the fair market value of the units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

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

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

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

10
11
12 Dated this 5th day December, 2022.

13
14 

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

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

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

TODD ALEXANDER, ESQ.

F. SHARP, ESQ.

STEPHANIE SHARP, ESQ.

G. DAVID ROBERTSON, ESQ.

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11 *Attorneys for the Receiver for the Grand Sierra*
12 *Resort Unit Owners' Association, Richard M. Teichner*

13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

14 IN AND FOR THE COUNTY OF WASHOE

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

Case No.: CV12-02222

16 Plaintiff,

Dept. No.: OJ37

17 vs.

18 MEI-GSR Holdings, LLC, a Nevada Limited
19 Liability Company, GRAND SIERRA RESORT
20 UNIT OWNERS' ASSOCIATION, a Nevada
21 nonprofit corporation, GAGE VILLAGE
22 COMMERCIAL DEVELOPMENT, LLC, a
23 Nevada Limited Liability Company; AM-GSR
24 HOLDINGS, LLC, a Nevada Limited Liability
25 Company; and DOE DEFENDANTS 1
26 THROUGH 10, inclusive,
27 Defendants.
28

_____/

**RESPONSE TO THE ORDER DIRECTING RECEIVER
TO PREPARE A REPORT ON DEFENDANTS' REQUEST FOR REIMBURSEMENT
OF 2020 CAPITAL EXPENDITURES**



December 22, 2022

Honorable Elizabeth Gonzales,
Senior Judge
Second Judicial Court
Department Number 10
75 Court 'Street
Reno, Nevada 89501

Re: *Receivership In Re Case No. CV12-02222*
Response to the Order Directing Receiver to Prepare a Report on
Defendants' Request for Reimbursement of 2020 Capital Expenditures

Dear Judge Gonzales:

I have prepared this report in response to *Defendants' Request for Reimbursement of 2020 Capital Expenditures*. However, I have not yet calculated the amount of the reimbursement for the Defendants' expenditures to which they are entitled, the reasons for which are explained below.

Background

On June 24, 2021, the Defendants filed *Defendants' Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures* ("Motion for reimbursement"). Attachments to the Motion for reimbursement include the Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra Resort ("7th CC&Rs") (Defendants' Exhibit 1) and Condo Capital Expense Analysis Spreadsheets (Defendants' Exhibit 2). Exhibit 2 consists of a summary sheet that arrives at "Total Capital Expenditures that Could be Funded by Reserves" in the amount of \$1,614,505, consisting of "'Common Area' Capital Expenditures" of \$1,409,637 and "'FF&E' Capital Expenditures" of \$204,868. Behind the summary sheet are listings of the descriptions and types of assets and the respective costs associated with those assets.¹ (The schedules of Exhibit 2 are Exhibit A of this report.)

On October 11, 2021, Plaintiffs filed the *Opposition to Defendants' Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures* ("Opposition") and on November 2, 2011, Defendants filed *Defendants' Reply in Support of Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures* ("Reply").

¹Important to note is that most of the costs associated with each description and type of asset consist of amounts from multiple invoices, which I had discovered when beginning to review invoices and other documentation and determine the propriety of the inclusion of costs for 2019 expenditures.

Although certain asset types and amounts that were components of asset types listed on Exhibit 2 of the Motion for reimbursement would not have been reimbursable based on the same criteria that I applied to the 2019 expenditures, I did not perform any procedures for reviewing the invoices and other supporting documents and determining the propriety of inclusion of costs that were reimbursable. Reasons for my not performing any procedures were (1) there had been no ruling by the Court on the Motion for reimbursement, (2) during the course of the filing of the Opposition and the filing of the Reply, the 7th CC&Rs were being revised by Defendants and a Ninth Amendment (“proposed 9th”) was pending which, if adopted would have changed the criteria that had previously applied to the 7th CC&Rs, resulting in certain expenditures that were not in compliance with the 7th CC&Rs would have been in compliance with the proposed 9th² (See (5) below), (3) there were various email exchanges among Stefanie Sharp, counsel for Receiver; Mari Jo Betterley of Better reserve Consultants; Ann Hall of the Meruelo Group; and other management personnel of GSR, regarding the extent to which certain expenditures and the percentages of expenditures were to be included in determining the expenditures to be funded by the unit owners for the reserves, both in general and under the terms of the proposed 9th, (4) on November 5, 2021, the Court held a status conference at which time the Court ordered “that both the Plaintiffs and Defendants each provide to the Court two names to complete an independent reserve study no later than November 12, 2021”³, and (5) it was not until January 4, 2022 that the Court ordered that the proposed 9th be withdrawn and the “Receiver shall not use the Defendants’ reserve study” and “Instead, shall order, oversee and implement a new reserve study which is in accordance with the Governing Documents” (*Order Granting Plaintiffs’ Motion for Instructions to Receiver*, filed January 4, 2022).

Current status and procedures to be performed

No procedures have been performed for determining the amount of GSR’s expenditures that qualify for reimbursement. On the listings of the descriptions and types of assets and the respective costs associated with those assets as part of Exhibit A, are many items that are highly unlikely to be reimbursed in full or in part, such as remodeling or renovation of the casino restrooms, the lobby entrance, valet office, walkways, pool additions, and other items, as they are not reimbursable expenditures according to the Governing Documents. For the types of assets that are or might be reimbursable, I will request a sampling of invoices or other documentation that

²The Defendants recorded the Ninth Amendment on September 29, 2021.


³Both the Plaintiffs and Defendants complied with that Order, yet Mari Jo Betterley at Better Reserve Consultants, who was not one of the choices of the Plaintiffs or Defendants, apparently was contracted by someone at GSR to prepare reserve studies, which consist of three annual reviews, dated November 4 and 5, 2022, and which are obviously not in compliance with the 7th CC&Rs. Moreover, a letter, dated November 20, 2022, was sent to unit owners, along with the reserve studies, informing them of a special reserve assessment of \$44.5 million to be paid over three years, with front loading in the first and second years. (See Exhibit B of this report.) None of this was done with my knowledge. On August 21, 2021 a notice of a special assessment totaling \$26 million, with front loading in the first and second years, had been sent to the unit owners without my approval and was disallowed by the Court. (*Order Granting Receiver’s Motion for Orders & Instructions*, filed January 4, 2022)

describe the nature of the particular expenditures and whether they apply to the year 2020. To the extent I have any questions or otherwise need additional information, I will communicate with Reed Brady at GSR, as he is my contact at GSR, unless Defendants and I mutually agree on another representative of Defendants, as ordered by the Court in the *Order Granting Receiver's Motion for Orders & Instructions*, filed January 4, 2022. Once I have completed the review of the documentation and determined which of the expenditures for 2020 are reimbursable, I will prepare a list of those expenditures and authorize that the total of the common area expenditures and of total of the hotel related expenses, if any, be reimbursed to the Defendants.

I will recalculate the reserve fee charges once my counsel and I either have revisions made to the reserve studies for 2020 through 2023 that have already been prepared or have new reserve studies prepared for those years.^{4 5}

Before my counsel and I perform any additional services regarding reimbursement to the Defendants for the 2020 expenditures and recalculating the reserve fee charges for 2020 through 2023, including having the reserve studies revised for those years, I will need that the outstanding balance of the fees owed to my firm, which include fees owed to my counsel's firm, be brought current and that there will be sufficient funds available to pay our fees for the reserve related services and other services that will need to be performed.

Respectively,



Richard M. Teichner,

Receiver for the Grand Sierra Resort Unit Owners' Association

⁴In the Order Granting Receiver's Motion for Orders & Instructions, it is ordered "that the Receiver has sole authority to order and oversee reserve studies related to Defendants' property and under the Governing Documents".

⁵Defendants withdrew \$3,562,396 from the reserve bank accounts in May 2022, based on their determination of expenditures that are reimbursable, without my authorization. (See Exhibit C, which is Defendants' schedule.)

Exhibit A

CONDO CAPITAL EXPENSE ANALYSIS January 2020 thru December 31, 2020

GSR Downloaded from BNA (property fixed asset system) all capital expenditures for Jan 1, 2020 thru December 31, 2020. From that list, based on the notes from the Reserve Study from Better Reserve Consultants, we captured only capital expenditures that fell within the limits set by the Reserve Study to be funded by the Reserve Accounts.

<u>Description</u>		<u>Amount</u>
"COMMON AREA" Capital Expenditures in 2020	\$	1,409,637
TOTAL "Common Area" Capital Expenditures	\$	1,409,637
<hr/>		
"FF&E" Capital Expenditures in 2020	\$	-
TOTAL "FF&E" Capital Expenditures	\$	-
<hr/>		
"HOTEL RELATED" Capital Expenditures in 2020	\$	204,868
TOTAL "FF&E" Capital Expenditures	\$	204,868
<hr/>		
TOTAL CAPITAL EXPENDITURES THAT COULD BE FUNDED BY RESERVES: \$		1,614,505

Grand Sierra Resort and Casino
For the Period January 1, 2020 to December 31, 2020

Asset ID	Description	Asset Type	Acquisition Date	Cost
"COMMON AREA" CAPITAL EXPENDITURES:				
003243	MEZZANINE CORRIDOR - LABOR	Building Improvements	1/1/2020	4,565
003204	Security Dog	Furn., Fixtures & Equip.-New	1/1/2020	17,080
003240	Marketing Camera	Furn., Fixtures & Equip.-New	1/1/2020	3,803
003251	NORTH ENTRANCE- ADDTL FRAMING & DRYW	Building Improvements	2/1/2020	31,300
003206	Pallet Jack - Electric	Furn., Fixtures & Equip.-New	2/1/2020	4,650
003213	PM3000 Table Saw	Furn., Fixtures & Equip.-New	2/1/2020	4,872
003550	Bay Valve Service-lake pump & Motor	Furn., Fixtures & Equip.-New	8/1/2020	10,867
003223	Roof Repairs	Building Improvements	3/1/2020	346,500
003226	Add'l Laundry Renovations	Building Improvements	3/1/2020	3,444
003227	EVS Carpet Extractor	Furn., Fixtures & Equip.-New	3/1/2020	7,774
003222	Scale Software	IT-Software	3/1/2020	4,025
003224	Electric Switch	Building Improvements	3/1/2020	98,230
003635	CAP - FLANGE END NATURAL GAS VALVES	Building Improvements	11/1/2020	12,842
003212	DAS System- Installation Expenses	IT-Software	2/1/2020	1,344
003241	Additional DAS System (4)	IT-Software	4/1/2020	25,705
003351	Cyber Power Smart App	IT-Software	6/1/2020	2,296
003352	Cyber Power Standby	IT-Software	6/1/2020	3,871
003554	CM Communications-Cisco Fiber Extenders	IT-Hardware	8/1/2020	26,619
003602	NETWORK SWITCH & LIGHTFINDER	IT-Hardware	10/1/2020	768
003366	Casino Restrooms - PLANS	Building Improvements	6/1/2020	127,730
003367	Casino Restrooms - PERMITS & PLAN CHECK	Building Improvements	6/1/2020	2,317
003239	UniFocus Time Clocks	IT-Hardware	4/1/2020	56,563
003368	Casino Restrooms -	Building Improvements	6/1/2020	6,055
003393	Lobby Entrance - PLANS	Building Improvements	6/1/2020	67,661
003394	Lobby Entrance - PERMITS & PLAN CHECK	Building Improvements	6/1/2020	7,942
003395	Lobby Entrance - ABATEMENT	Building Improvements	6/1/2020	6,537
003396	Lobby Entrance - DEMOLITION	Building Improvements	6/1/2020	16,846
003397	Lobby Entrance - FRAMING AND DRYWALL	Building Improvements	6/1/2020	444,272
003398	Lobby Entrance - HVAC	Building Improvements	6/1/2020	132,896
003399	Lobby Entrance - PAINT/PAPER	Building Improvements	6/1/2020	50,201
003400	Lobby Entrance - GLAZING/SKYLIGHTS	Building Improvements	6/1/2020	47,566
003401	Lobby Entrance - STRUCTURAL STEEL	Building Improvements	6/1/2020	28,873
003402	Lobby Entrance - TILE/FLOORING	Building Improvements	6/1/2020	340,944
003403	Lobby Entrance - CARPET	Building Improvements	6/1/2020	8,517
003404	Lobby Entrance - ELECTRICAL	Building Improvements	6/1/2020	229,915
003405	Lobby Entrance - IRON WORK	Building Improvements	6/1/2020	63,489
003406	Lobby Entrance - MILLWORK	Building Improvements	6/1/2020	16,522
003407	Lobby Entrance - FIRE SPRINKLERS	Building Improvements	6/1/2020	31,031
003408	Lobby Entrance - LANDSCAPE	Building Improvements	6/1/2020	106,846
003409	Lobby Entrance - FIRE ALARM	Building Improvements	6/1/2020	12,054
003411	Lobby Entrance - A/V	Building Improvements	6/1/2020	2,753
003412	Lobby Entrance - PROJECT MANAGEMENT	Building Improvements	6/1/2020	75,475
003414	Lobby Entrance - SIGNAGE	Building Improvements	6/1/2020	19,489
003415	Lobby Entrance - LIGHTING	Building Improvements	6/1/2020	728,460
003439	Valet Office Remodel - PLANS	Building Improvements	6/1/2020	17,705
003440	Valet Office Remodel - PERMITS & PLAN CHECK	Building Improvements	6/1/2020	296
003441	Valet Office Remodel - DEMOLITION	Building Improvements	6/1/2020	43,124
003442	Valet Office Remodel - FRAMING AND DRYWALL	Building Improvements	6/1/2020	3,245
003443	Valet Office Remodel - DOORS AND HARDWARE	Building Improvements	6/1/2020	687
003444	Valet Office Remodel - HVAC	Building Improvements	6/1/2020	13,704
003445	Valet Office Remodel - PAINT/PAPER	Building Improvements	6/1/2020	2,261
003446	Valet Office Remodel - CARPET	Building Improvements	6/1/2020	3,210
003447	Valet Office Remodel - ELECTRICAL	Building Improvements	6/1/2020	11,524
003448	Valet Office Remodel - FIRE SPRINKLERS	Building Improvements	6/1/2020	2,228
003450	Valet Office Remodel - PROJECT MANAGEMENT	Building Improvements	6/1/2020	1,470
003452	Valet Office Remodel - SIGNAGE	Building Improvements	6/1/2020	1,645
003463	Porte Cochere Tile/Concrete - PLANS	Building Improvements	6/1/2020	62,276
003464	Porte Cochere Tile/Concrete - DEMOLITION	Building Improvements	6/1/2020	91,874
003465	Porte Cochere Tile/Concrete - CONCRETE	Building Improvements	6/1/2020	234,430
003466	Porte Cochere Tile/Concrete - ELECTRICAL	Building Improvements	6/1/2020	7,104
003467	Porte Cochere Tile/Concrete - LANDSCAPE	Building Improvements	6/1/2020	15,234
003468	Porte Cochere Tile/Concrete - PROJECT MANAG	Building Improvements	6/1/2020	68,113
003469	Porte Cochere Tile/Concrete - CURB GUTTER & S	Building Improvements	6/1/2020	16,413
003470	Porte Cochere Tile/Concrete - Open Reclevers	Building Improvements	6/1/2020	834
003471	Lobby Vestibule - PLANS	Building Improvements	6/1/2020	7,813
003472	Lobby Vestibule - GLAZING/SKYLIGHTS	Building Improvements	6/1/2020	95,464
003473	Lobby Vestibule - CARPET	Building Improvements	6/1/2020	488
003474	Lobby Vestibule - PROJECT MANAGEMENT	Building Improvements	6/1/2020	15,431
003489	Upper Walkway & Ceiling - DEMOLITION	Building Improvements	6/1/2020	27,049
003490	Upper Walkway & Ceiling - FRAMING AND DRYWAI	Building Improvements	6/1/2020	915,239

Grand Sierra Resort and Casino
For the Period January 1, 2020 to December 31, 2020

Asset ID	Description	Asset Type	Acquisition Date	Cost
003491	Upper Wlkwy & Ceiling - HVAC	Building Improvements	6/1/2020	63,464
003492	Upper Wlkwy & Ceiling - PAINT/PAPER	Building Improvements	6/1/2020	60,982
003494	Upper Wlkwy & Ceiling - TILE/FLOORING	Building Improvements	6/1/2020	472,419
003495	Upper Wlkwy & Ceiling - CARPET	Building Improvements	6/1/2020	117,062
003496	Upper Wlkwy & Ceiling - ELECTRICAL	Building Improvements	6/1/2020	221,896
003497	Upper Wlkwy & Ceiling - FIRE ALARM	Building Improvements	6/1/2020	29,265
003499	Upper Wlkwy & Ceiling - SIGNAGE	Building Improvements	6/1/2020	37,945
003500	Upper Wlkwy & Ceiling - PROJECT MANAGEMEN	Building Improvements	6/1/2020	72,195
003501	Upper Wlkwy & Ceiling - LABOR	Building Improvements	6/1/2020	142,433
003507	Casino Wlkwy Chandeliers - ELECTRICAL	Building Improvements	6/1/2020	5,731
003534	Lobby Entrance - GRAINITE	Building Improvements	6/1/2020	46,685
003535	Upper Wlkwy & Ceiling - PLANS	Building Improvements	6/1/2020	15,083
003536	Upper Wlkwy & Ceiling - DOORS & HARDWARE	Building Improvements	6/1/2020	5,347
003537	Upper Wlkwy & Ceiling - IRON WORK	Building Improvements	6/1/2020	4,465
003538	Upper Wlkwy & Ceiling - FIRE SPRINKLERS	Building Improvements	6/1/2020	27,976
003539	Upper Wlkwy & Ceiling - GRAINITE	Building Improvements	6/1/2020	2,654
003544	Upper Wlkwy & Ceiling - MILLWORK	Building Improvements	6/1/2020	4,880
003533	Lobby Entrance - CONCRETE	Building Improvements	6/1/2020	0
003475	Lobby Vestibule - LABOR	Furn., Fixtures & Equip.-New	6/1/2020	0
003349	Thermal Camera	Furn., Fixtures & Equip.-New	6/1/2020	11,886
003410	Lobby Entrance - FF&E	Furn., Fixtures & Equip.-New	6/1/2020	91
003413	Lobby Entrance - EQUIPMENT RENTAL	Furn., Fixtures & Equip.-New	6/1/2020	13,622
003416	Lobby Entrance - SURVEILLANCE	Furn., Fixtures & Equip.-New	6/1/2020	5,188
003417	Lobby Entrance - LABOR	Furn., Fixtures & Equip.-New	6/1/2020	75,427
003418	Lobby Entrance - STORAGE	Furn., Fixtures & Equip.-New	6/1/2020	8,821
003419	Lobby Entrance - Open Recievers	Furn., Fixtures & Equip.-New	6/1/2020	4,228
003449	Valet Office Remodel - FF&E	Furn., Fixtures & Equip.-New	6/1/2020	14,033
003451	Valet Office Remodel - EQUIPMENT RENTAL	Furn., Fixtures & Equip.-New	6/1/2020	1,400
003453	Valet Office Remodel - LABOR	Furn., Fixtures & Equip.-New	6/1/2020	17,177
003498	Upper Wlkwy & Ceiling - EQUIPMENT RENTAL	Furn., Fixtures & Equip.-New	6/1/2020	18,454
003502	Upper Wlkwy & Ceiling - FF&E	Furn., Fixtures & Equip.-New	6/1/2020	330
003503	Upper Wlkwy & Ceiling - SURVEILLANCE	Furn., Fixtures & Equip.-New	6/1/2020	4,754
003504	Upper Wlkwy & Ceiling - LIGHTING	Furn., Fixtures & Equip.-New	6/1/2020	11,463
003505	Upper Wlkwy & Ceiling - STORAGE	Furn., Fixtures & Equip.-New	6/1/2020	10,858
003506	Upper Wlkwy & Ceiling - Open Recievers	Furn., Fixtures & Equip.-New	6/1/2020	10,721
003369	Casino Restrooms - DEMOLITION	Building Improvements	6/1/2020	114,012
003370	Casino Restrooms - FRAMING AND DRYWALL	Building Improvements	6/1/2020	233,739
003371	Casino Restrooms - DOORS AND HARDWARE	Building Improvements	6/1/2020	2,586
003372	Casino Restrooms - HVAC	Building Improvements	6/1/2020	16,203
003373	Casino Restrooms - PAINT/PAPER	Building Improvements	6/1/2020	82,987
003375	Casino Restrooms - TILE/FLOORING	Building Improvements	6/1/2020	335,638
003376	Casino Restrooms - ELECTRICAL	Building Improvements	6/1/2020	152,828
003377	Casino Restrooms - PLUMBING	Building Improvements	6/1/2020	316,046
003378	Casino Restrooms - IRON WORK	Building Improvements	6/1/2020	47,830
003379	Casino Restrooms - MILLWORK	Building Improvements	6/1/2020	242,204
003380	Casino Restrooms - FIRE SPRINKLERS	Building Improvements	6/1/2020	4,903
003381	Casino Restrooms - LANDSCAPE	Building Improvements	6/1/2020	12,284
003382	Casino Restrooms - FIRE ALARM	Building Improvements	6/1/2020	33,938
003383	Casino Restrooms - GRANITE	Building Improvements	6/1/2020	136,622
003387	Casino Restrooms - LIGHTING	Building Improvements	6/1/2020	6,192
003426	Locker Rooms - PLANS	Building Improvements	6/1/2020	6,300
003427	Locker Rooms - ABATEMENT	Building Improvements	6/1/2020	3,010
003428	Locker Rooms - DEMOLITION	Building Improvements	6/1/2020	45,857
003429	Locker Rooms - FRAMING AND DRYWALL	Building Improvements	6/1/2020	107,700
003430	Locker Rooms - PAINT/PAPER	Building Improvements	6/1/2020	24,081
003431	Locker Rooms - TILE/FLOORING	Building Improvements	6/1/2020	110,388
003432	Locker Rooms - ELECTRICAL	Building Improvements	6/1/2020	38,880
003433	Locker Rooms - PLUMBING	Building Improvements	6/1/2020	57,427
003434	Locker Rooms - MILLWORK	Building Improvements	6/1/2020	3,302
003435	Locker Rooms - PROJECT MANAGEMENT	Building Improvements	6/1/2020	30,321
003384	Casino Restrooms - FF&E	Furn., Fixtures & Equip.-New	6/1/2020	67,320
003385	Casino Restrooms - PROJECT MANAGEMENT	Furn., Fixtures & Equip.-New	6/1/2020	70,862
003386	Casino Restrooms - EQUIPMENT RENTAL	Furn., Fxtures & Equip.-New	6/1/2020	10,270
003388	Casino Restrooms - SURVEILLANCE	Furn., Fixtures & Equip.-New	6/1/2020	19
003389	Casino Restrooms - LABOR	Furn., Fixtures & Equip.-New	6/1/2020	152,616
003390	Casino Restrooms - BUFFET ADDITIONAL	Furn., Fixtures & Equip.-New	6/1/2020	18,542
003392	Casino Restrooms - Open Recievers	Furn., Fixtures & Equip.-New	6/1/2020	225,467
003436	Locker Rooms - EQUIPMENT RENTAL	Furn., Fixtures & Equip.-New	6/1/2020	297
003437	Locker Rooms - LABOR	Furn., Fixtures & Equip.-New	6/1/2020	12,518
003438	Locker Rooms - STORAGE	Furn., Fixtures & Equip.-New	6/1/2020	2,043
003556	CASINO RESTROOMS-Carpet	Building Improvements	8/1/2020	374

Grand Sierra Resort and Casino
For the Period January 1, 2020 to December 31, 2020

Asset ID	Description	Asset Type	Acquisition Date	Cost
003559	LOCKER ROOMS GRANITE	Building Improvements	9/1/2020	13,600
003524	Otis Elevator-Replace Escalator Steps	Building Improvements	7/1/2020	35,575
003532	SSI-Thermal Cameras	Furn., Fixtures & Equip.-New	7/1/2020	69,098
003552	Global Industrial Co-Sec Office Furniture	Furn., Fixtures & Equip.-New	8/1/2020	8,165
003616	WALKIE PALLET TRUCK	Furn., Fixtures & Equip.-New	10/1/2020	4,547
003617	GUNS, MAGAZINES, AND HOLSTERS	Furn., Fixtures & Equip.-New	10/1/2020	9,259
003626	LAUNDRY WEIGHT SCALE SYSTEM	Furn., Fixtures & Equip.-New	10/1/2020	4,025
003627	LAUNDRY SLING CARTS	Furn., Fixtures & Equip.-New	10/1/2020	6,442
003637	CAP - SECURITY ARMOR	Furn., Fixtures & Equip.-New	11/1/2020	6,724
003638	CAP - WALK THRU BODY TEMP METAL DETEC	Furn., Fixtures & Equip.-New	11/1/2020	18,424
003650	SURVEILLANCE/PBX HVAC PROJECT	Building Improvements	12/1/2020	6,874
003654	CAP - RE-ROOF AREAS 5 & 7	Building Improvements	12/1/2020	250,000
003656	CAP - PINE TREES FOR ICE RINK	Building Improvements	12/1/2020	38,855
003658	CAP - Plasma Air Purifier	Building Improvements	12/1/2020	448,650
003665	Porte Cochere Panels - TILE/FLOORING	Building Improvements	12/1/2020	35,134
003666	Porte Cochere Panels - ELECTRICAL	Building Improvements	12/1/2020	24,414
003667	Porte Cochere Panels - IRON WORK	Building Improvements	12/1/2020	520
003668	Porte Cochere Panels - LABOR	Building Improvements	12/1/2020	8,238
003672	Lobby Entrance - DOORS AND HARDWARE	Building Improvements	12/1/2020	650
003673	Lobby Entrance - GRANITE	Building Improvements	12/1/2020	2,500
003674	Upper Wikwy & Ceiling - GLAZING/SKYLIGHTS	Building Improvements	12/1/2020	4,060
003669	Porte Cochere Panels - LIGHTING	Furn., Fixtures & Equip.-New	12/1/2020	4,869
003643	CABLES FOR SURVEILLANCE CAMERA	IT-Hardware	12/1/2020	4,764
003657	CAP - REFURB DELL OPTIPLEX PCS	IT-Hardware	12/1/2020	37,357
003662	CAP - THERMAL CAMERAS/FACE RECON LIC	IT-Hardware	12/1/2020	11,129
003603	CAMERA REPLACEMENT PROJECT	Furn., Fixtures & Equip.-New	10/1/2020	3,383
TOTAL				10,222,168
				13.79%
CAPITAL ALLOCATION TO "COMMON AREAS"				1,409,637

"FF&E" CAPITAL EXPENDITURES:

CAPITAL FOR CONDO UNIT FF&E (@100%)				0
"HOTEL RELATED" CAPITAL EXPENDITURES:				
003347	Acrylic Menu Stands (2500)	Furn., Fixtures & Equip.-New	6/1/2020	34,735
003525	Guest Supply Cubietime Alarm Clocks	Furn., Fixtures & Equip.-New	7/1/2020	52,316
003237	Fitness Equipment	Furn., Fixtures & Equip.-New	1/1/2020	20,113
003225	Front Desk Cubicles	Furn., Fixtures & Equip.-New	3/1/2020	3,757
003270	Pool Additions - FRAMING AND DRYWALL	Building Improvements	4/1/2020	3,089
003271	Pool Additions - ELECTRICAL	Building Improvements	4/1/2020	4,110
003272	Pool Additions - GRANITE	Building Improvements	4/1/2020	1,400
003274	Pool Additions - LABOR	Building Improvements	4/1/2020	43,116
003548	Pool Additions - PAINT/PAPER	Building Improvements	4/1/2020	886
003273	Pool Additions - FF&E	Furn., Fixtures & Equip.-New	4/1/2020	22,891
003651	CLEAR COMFORT SYSTEM INSTALATN	Building Improvements	12/1/2020	19,092
003454	Elevator Lobby - PLANS	Building Improvements	6/1/2020	29,017
003455	Elevator Lobby - ABATEMENT	Building Improvements	6/1/2020	2,156
003456	Elevator Lobby - FRAMING AND DRYWALL	Building Improvements	6/1/2020	159,863
003457	Elevator Lobby - PAINT/PAPER	Building Improvements	6/1/2020	6,726
003458	Elevator Lobby - ELECTRICAL	Building Improvements	6/1/2020	27,044
003459	Elevator Lobby - FIRE SPRINKLERS	Building Improvements	6/1/2020	11,255
003460	Elevator Lobby - PROJECT MANAGEMENT	Building Improvements	6/1/2020	4,351
003545	Elevator Lobby - TILE/FLOORING	Building Improvements	6/1/2020	67,270
003546	Elevator Lobby - MILLWORK	Building Improvements	6/1/2020	1,440
003461	Elevator Lobby - LABOR	Furn., Fixtures & Equip.-New	6/1/2020	7,524
003462	Elevator Lobby - STORAGE	Furn., Fixtures & Equip.-New	6/1/2020	1,825
003555	ELEVATOR LOBBY-Open Receivers	Furn., Fixtures & Equip.-New	8/1/2020	12,607
003580	Elevator Lobby - Carpet	Building Improvements	9/1/2020	14,980
003628	LMS MOBILE CHECK IN/OUT	IT-Software	10/1/2020	13,686
003660	CAP - HOTEL CAMERA COVERAGE	Furn., Fixtures & Equip.-New	12/1/2020	44,843
TOTAL				610,090
				33.58%
CAPITAL ALLOCATION TO "HOTEL UNIT"				204,868

Reserve Study Notes:

Common Area and Hotel Related Components:

The Condominium Unit Owners Association shares the Common Area and Hotel Related Components with the Hotel. The Common Area Components include the Exterior of the Building, Roads and Parking, Utilities and Mechanical Components, Airport Vehicles, Equipment, Entrance Areas, Traffic Areas, Landscaping, Lighting and Electrical, Fire System, Security Monitoring System and Signage. The Hotel Related Components include the Elevators, Escalators, Fitness Center, Hallways, Lobby and Pool Area.

Additional Notes in the "Common Area" Study:

- 1) The Pool Area is considered a Hotel Common Area. Future Renovation has been included in the Study
- 2) The Casino, Restaurants, Stage, Nightclub, Movie Theatre, Banquet Rooms, etc have not been included in the Study because they are not provided by the Hotel, any customer may pay to use them.
- 3) The Hotel Front Desk Area Maintenance has been included with the "Hotel Halls and Elevators" Full Study. The Traffic Area in front of the Desk is considered Hotel Common Area.
- 4) "Traffic Areas" around the Casino are considered Hotel Common Area because they are shared with Hotel Guests and Casino Customers.
- 5) Doors 8-Spa, 9-South, 1-Main, and 2-NW Entrances are considered Hotel Common Area. Most surfaces such as the Tile Flooring and Columns, have an estimated useful life of more than 30 years. Painting and Electrical and Lighting have been included in the Study.
- 5) The Hallways and Elevators have been included in a separate study because they are for Hotel Guests only.
- 6) The Pond and Golf Area is not included as a Hotel Common Area because it is an amenity that the public must pay for and is not restricted to Hotel Customers Only.
- 7) All Utility, Mechanical and Systems have been included in the Study including Water Pumps, Condensing Pumps, Elevators, Escalators, Power Systems, Cooling Towers, etc.
- 8) The Asphalt Road Maintenance Schedule includes the surface maintenance treatment, overlay, crack seal, concrete curbing repairs and striping and curb painting.
- 9) The Asphalt Roads and Parking are considered Hotel Common Area because they are used by Hotel Guests as well as Casino Guests.

Additional Notes in the "FF&E" Study:

The Units Common Elements/Furniture Fixtures and Equipment include the Bathrooms, Room Remodel, Key Fob Entry System, Lighting and Electrical, Mattress Replacement, Phone System, Television Replacement, Television System, and WiFi System.

Additional Notes in the "Hotel Related Components" Study:

A "Major Component" of the common elements is any component of the common elements, including, without limitation, any amenity, improvement, furnishing, fixture, finish, system or equipment, that may, within 30 years after it's original installation, require repair, replacement or restoration in excess of routine annual maintenance which is included in the annual operating budget of an association.

- 1) The Elevator Modernization has been included in the Study.
- 2) The Fitness Center Components include Flooring replacements, Painting, Equipment Replacement, TV's and Lighting and Electrical are included in the Study.
- 3) Maintenance of the Stairway area is considered an operational expense and has not been included in the Study.
- 4) The Front Desk Area Remodel has been included in the Study because it relates directly to the Hotel. This includes TV Replacements, Remodel, Lighting and Electrical.
- 5) Tile and Marble used at the Entrance Area to the Elevators are "lifetime" products that have as estimated useful life of over 30 years. Replacements have not been included in the Study. Other products such as veneer and furnishings have been included in the study as renovation.
- 6) The Hallway Renovation includes Painting, Wallpaper, New Furnishings, New Carpeting, Decorations and Lighting are included in Study.
- 7) Computer Equipment, Desks and Remodel of the Switchboard Room are considered an Operating Expense and have not been included in the Study.

Exhibit B



November 20, 2022

NOTICE OF INCREASE OF FEES, COSTS, EXPENSES AND RESERVES

Dear Unit Owner:

As you know, the Grand Sierra Resort has a requirement to obtain an Independent Full Reserve Study for the year beginning 1/1/22, which is enclosed for your review. The Reserve Study includes a Special Reserve Assessment of per Unit based upon square footage, payable in 2023, 2024 and 2025. In accordance with the recommendation, the Special Reserve Assessment shall be assessed against every Unit Owner. As you know, the Units and related areas have not been updated in more than 10 years and the Special Reserve Assessment includes the funds necessary for this update. This Assessment has 3 components as set forth in the Independent Full Reserve Study. The three components to the Reserve Funds are FF&E, Shared Facilities Unit (SFU) and Hotel Expenses (HE). The FF&E requirements are found in the Unit Maintenance Agreement and the SFU and HE requirements are found in the CC&Rs. The payment is based upon the square footage of your Unit (See attached chart) and will be due 60 days following this notice and you will receive a separate invoice for this first payment. The second payment (see attached chart) will be due January 1st, 2024 and you will receive a separate invoice for the second payment as well. The third payment will be due January 1st, 2025. The amount of the 2nd and 3rd payment due in 2024/2025 might change as set forth in the reserve study, so you will likely receive a separate notice for the second and third component of the Special Reserve Assessment. This first of the three invoices will be included with your January, 2023, statement of account from GSR. We anticipate you will receive the first invoice in February, 2023. Payments may be made monthly instead of lump sum, 1/12 would be due every month. Please make sure to contact GSR in writing at Rebecca.dunn@grandsierraresort.com if you would like to make arrangements to pay monthly.

MEI-GSR Holdings LLC is the Successor in interest to Grand Sierra Operating Corporation and Declarant (as defined in the CC&Rs), and the Governing Documents, including the Unit Maintenance Agreement, will be updated immediately to reflect that status.

If you have questions or concerns, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Balaban", written over a horizontal line.

Christopher Balaban, CFO
MEI-GSR Holdings, LLC

**The Hotel-Condominiums at Grand Sierra Resort
Reserve Assessments 2023 - 2025**

All Units			
Unit Type	Square Feet	# of Units	Total Square Footage
Summit Queen	427	250	106,750
Summit Queen	420	224	94,080
Summit King	436	2	872
Summit King	434	14	6,076
Summit King Dlx	558	64	35,712
Summit King Dlx	552	74	40,848
Summit Studio Suite	922	8	7,376
Summit Studio Suite	856	4	3,424
Summit Studio Suite	1,006	4	4,024
Summit Exec (and cnctr)	1,340	16	21,440
Summit Pres Ste.	1,552	2	3,104
Summit Studio Ste (and cnctr)	1,600	2	3,200
Summit Diplomat	2,101	6	12,606
Total Month		670	339,512

per Sq. Foot

MEI-GSR Total	285,939
TPO's	53,573
Plaintiffs	45,684

Special Assessment by Year			
2023	2024	2025	Total Assessment
\$32,071.03	\$18,236.47	\$5,659.59	\$55,967.09
\$31,545.28	\$17,937.51	\$5,566.81	\$55,049.60
\$32,747.00	\$18,620.84	\$5,778.88	\$57,146.73
\$32,596.79	\$18,535.43	\$5,752.37	\$56,884.59
\$41,910.15	\$23,831.26	\$7,395.91	\$73,137.33
\$41,459.51	\$23,575.01	\$7,316.38	\$72,350.90
\$69,249.39	\$39,377.11	\$12,220.48	\$120,846.98
\$64,292.28	\$36,558.35	\$11,345.70	\$112,196.33
\$75,558.45	\$42,964.61	\$13,333.84	\$131,856.90
\$100,644.45	\$57,229.20	\$17,760.79	\$175,634.44
\$116,567.31	\$66,283.37	\$20,570.70	\$203,421.38
\$120,172.48	\$68,333.37	\$21,206.91	\$209,712.76
\$157,801.49	\$89,730.26	\$27,847.32	\$275,379.07
\$25,500,000.00	\$14,500,000.00	\$4,500,000.00	\$44,500,000.00
\$ 75.11	\$ 42.708	\$ 13.254	\$ 131.070

21,476,249.73	12,211,985.14	3,789,926.42	37,478,161.30
4,023,750.27	2,288,014.86	710,073.58	7,021,838.70
3,431,224.82	1,951,088.62	605,510.26	5,987,823.70

Exhibit C

CONDO REMODEL EXPENSE ANALYSIS January 2021 thru August 2021

Run paid checks from AP system for CIP Acct 17012-473 Summit Rooms Remodel . From that list, based on the notes from the Reserve Study from Better Reserve Consultants, we captured only capital expenditures that fell within the limits set by the Reserve Study to be funded by the Reserve Accounts.

<u>Description</u>		<u>Amount</u>
"COMMON AREA" Capital Expenditures in 2021	\$	1,155
TOTAL "Common Area" Capital Expenditures @ 13.79%	\$	159
"FF&E" Capital Expenditures in 2021	\$	3,516,599
TOTAL "FF&E" Capital Expenditures @ 100%	\$	3,516,599
"HOTEL RELATED" Capital Expenditures in 2021	\$	186,583
TOTAL "Hotel Related" Capital Expenditures @ 24.46%	\$	45,638
TOTAL CAPITAL EXPENDITURES THAT COULD BE FUNDED BY RESERVES: \$		3,562,396

Total Square Feet of Building	2,462,492
Total Square Feet of Tower	1,388,178
Total Square Feet of Condos	339,512
Number of Total Rooms incl Condos	1,995
Number of Condos	670

% of Square Footage of Condos to Building	13.79%
% of Square Footage of Condos to Tower	24.46%

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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE, STATE OF NEVADA**

**AFFIRMATION
Pursuant to NRS 239B.030**

The undersigned does affirm that the preceding document, **RESPONSE TO THE ORDER DIRECTING RECEIVER TO PREPARE A REPORT ON DEFENDANTS' REQUEST FOR REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES** filed in case number CV12-02222:

☒ Document does not contain the social security number of any person,

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

(State specific state or federal law)

-or-

☐ For the administration of a public program

-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet

(NRS 125.130, NRS 125.230 and NRS 125B.055)

DATED: This 22nd day of December 2022.

ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional corporation
71 Washington Street
Reno, NV 89503

BY /s/ Stefanie T. Sharp
STEFANIE T. SHARP, ESQ.
*Attorneys for the Receiver for the Grand Sierra
Resort Unit Owners' Association, Richard M. Teichner*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP,
3 SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the **RESPONSE**
4 **TO THE ORDER DIRECTING RECEIVER TO PREPARE A REPORT ON**
5 **DEFENDANTS' REQUEST FOR REIMBURSEMENT OF 2020 CAPITAL**
6 **EXPENDITURES** on all parties to this action by the method(s) indicated below:

7 • by using the Court's CM/ECF Electronic Notification System addressed to:

8 JARRAD MILLER, ESQ. for ALBERT THOMAS et al
9 BRIANA N. COLLINGS, ESQ. for ALBERT THOMAS et al
10 G. ROBERTSON, ESQ. for ALBERT THOMAS et al
11 ROBERT L. EISENBERG, ESQ. for ALBERT THOMAS et al
12 TODD R. ALEXANDER for ALBERT THOMAS et al

13 DAVID MCELHINNEY, ESQ. for MEI-GSR HOLDINGS, LLC., AM-GSR HOLDINGS, AND
14 GAGE COMMERCIAL VILLAGE COMMERCIAL DEVELOPMENT, LLC

15 JENNIFER K. HOSTETLER, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA
16 RESORT AND CASINO et al

17 DANIEL F. POLSENBERG for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA RESORT
18 AND CASINO et al

19 DALE KOTCHKA-ALANES, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA
20 RESORT AND CASINO et al

21 DAWN HAYES, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA RESORT AND
22 CASINO et al

23 ABRAM E. VIGIL, ESQ. for MEI-GSR Holdings, LLC., AM-GSR Holdings, and Gage
24 Commercial Village Commercial Development, LLC alongside Lewis Roca Rothgerber Christie
25 LLP.

26 ANN HALL, ESQ. for MEI-GSR Holdings, LLC., AM-GSR Holdings, and Gage Commercial
27 Village Commercial Development, LLC alongside Lewis Roca Rothgerber Christie LLP.

28 • by electronic mail to:

Richard M. Teichner, As Receiver for GSRUOA
Teichner Accounting Forensics & Valuations, PLLC
3500 Lakeside Court, Suite 210
Reno, NV 89509
accountingforensics@gmail.com

DATED: This 22nd day of December 2022.

/s/ Leslie M. Lucero
Employee of Robison, Sharp, Sullivan & Brust

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8 Reno, Nevada 89503
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10 Facsimile: (775) 329-7169
11 *Attorneys for the Receiver for the Grand Sierra Resort*
12 *Unit Owners' Association, Richard M. Teichner*

13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

14 IN AND FOR THE COUNTY OF WASHOE

15 Case No.: CV12-02222

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

17 Dept. No.: OJ37

18 Plaintiff,

19 vs.

20 MEI-GSR Holdings, LLC, a Nevada Limited
21 Liability Company, GRAND SIERRA RESORT
22 UNIT OWNERS' ASSOCIATION, a Nevada
23 nonprofit corporation, GAGE VILLAGE
24 COMMERCIAL DEVELOPMENT, LLC, a
25 Nevada Limited Liability Company; AM-GSR
26 HOLDINGS, LLC, a Nevada Limited Liability
27 Company; and DOE DEFENDANTS 1
28 THROUGH 10, inclusive,

Defendants.

RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS

29 COMES NOW, RICHARD M. TEICHNER, CPA, ABV, CVA, MAFF, CFF, CRFAC,
30 CRFAU, FCPA, CGMA and CDFA (the "Receiver"), Court Appointed Receiver for the Grand
31 Sierra Resort Unit Owners' Association, by and through his retained attorneys, F. DeArmond
32 Sharp, Esq. and Stefanie T. Sharp, Esq., of the law offices of Robison, Sharp, Sullivan & Brust
33 ("RSSB"), and hereby moves this Court for instructions and orders from this Court on the matters

1 addressed herein below.

2 This Motion for Orders & Instructions (“Motion”) is based on the following Memorandum
3 of Points and Authorities, and the papers and pleadings on file herein, any supplemental pleadings
4 filed in support hereof, and any oral argument should the Court determine that a hearing on this
5 Motion is necessary.

6 RESPECTIVELY SUBMITTED this 1st day of December 2022.

7 ROBISON, SHARP, SULLIVAN & BRUST
8 71 Washington Street
9 Reno, Nevada 89503

10 /s/ Stefanie T. Sharp
11 F. DEARMOND SHARP, ESQ.
12 STEFANIE T. SHARP, ESQ.
13 *Attorneys for Receiver*

14 MEMORANDUM OF POINTS AND AUTHORITIES

15 I. MATTERS FOR WHICH INSTRUCTIONS ARE REQUESTED

16 Instructions on Whether Fees Charge Calculations for DUF, SFUE and HE Apply to Both 17 Plaintiff Owned Units and Defendant Owned Units

18 On January 4, 2022, the Court, in its *Order Granting Receiver’s Motion For Orders &*
19 *Instructions*, stated, in part, “Defendants have refused to cooperate with the Receiver’s request to
20 turnover various proceeds, in violation of the Appointment Order¹, and now object to Receiver’s
21 authority to open a separate account”. In this regard, the Court ordered:

22 “...the Receiver shall open a separate account on which Receiver has sole signatory
23 authority, and into which all rents received by Defendants currently for all 670
24 condominium units, net of total charges for DUF, SFUE, and HE fees and reserves,
25 are to be deposited. The Receiver shall disburse the revenue collected to the parties
26 according to the Governing Documents. In the event the Court requires a
27 disgorgement by Defendants to Plaintiffs, Receiver shall deposit such
28 disgorgements into this separate account and disburse the same to Plaintiffs
appropriately.” [8:6-11]

1 Order Appointing Receiver and Directing Defendants’ Compliance filed January 7, 2015.

1 However, on November 14, 2022, the Court, in its ruling on *Defendants January 14, 2022, Motion*
2 *for Leave to file Motion for Reconsideration Of Order Granting Plaintiffs' Motion to Stay Special*
3 *Assessment and Request for Oral Argument* submitted for decision 3/15/22, stated that,

4 “The Court clarifies that the Receiver is limited to collecting those rents only from
5 the Plaintiffs and Defendants owned units”.

6 Although the November 14, 2022 ruling states that rents to be collected by the Receiver
7 are from the Plaintiffs and Defendants owned units and the January 4, 2022 ruling states
8 “rents...net of total charges for DUF, SFUE and HE fees and reserves” (see below regarding
9 question as to application of reserves to the units), the Receiver is unclear as to whether the fee
10 charges for the DUF, SFUE and HE to be calculated by the Receiver are to apply to both the
11 Plaintiffs owned units and the Defendants owned units or only the Plaintiff owned units. If the fee
12 charges calculated by the Receiver, then GSR’s determination of the DUF, SFUE and HE would
13 be the fees charged against the rents collected on its owned (Defendants’) units.

14 In view of this ambiguity, the Receiver requests that the Court rule on whether the
15 Receiver’s calculated DUF, SFUE, and HE fees apply to only the Plaintiff owned units or to both
16 the Plaintiffs owned units and Defendants owned units.

17 **Instructions Confirming That The Revised Reserve Charges Apply to All condominium**
18 **Units**

19 The *Order Granting Plaintiff's Motion For Instructions to Receiver*, filed January 4, 2022,
20 states that,

21 “...Receiver shall not utilize the Defendants’ reserve study in calculating those fees
22 which are to be assessed to Plaintiffs. Instead, the Receiver shall order, oversee,
23 and implement a new reserve study which is in accordance with the Governing
Documents.” [5:22-25]

24 “The Court has explicitly found that the Receiver ‘will determine a reasonable
25 amount of FF&E, shared facilities and hotel reserve fees.’ (Findings of Fact,
26 Conclusions of Law and Judgment, Filed October 9, 2015 at 22:25-26.) this implies
27 that the Receiver will also be tasked with ordering and overseeing the reserve study
28 – as that study will dictate the FF&E, shared facilities, and hotel reserve fees. Thus,
the Receiver alone has the authority to direct and audit the reserve study, not the
Defendants.” [4:22-5:3]

1 Also, in the *Order Granting Receiver's Motion For Orders & Instructions*, filed January 4, 2022,
2 it states,

3 "...that the Receiver has sole authority to order and oversee reserve studies related
4 to Defendants' property and under the Governing Documents." [7:27-28]

5 Because there may be an inconsistency between the two rulings, as the first ruling above
6 says that the Defendants' reserve study does not apply to the charges to the Plaintiffs, and is silent
7 as to the reserve study applying to the Defendants and the non-Plaintiff private unit owners, and
8 the second ruling above ruling appears to mention the reserve fees without expressly mentioning
9 whether the Receiver's determined fees apply to Plaintiffs owned units or to all the 670 units.

10 The Court should note, however, that (1) the charges for the reserves are, and have been,
11 applied equally to the 670 condominium units based on the square footage of each the respective
12 units, and (2) the expenditures used in the reserve study are based on all relevant hotel property
13 expenditures that are allocatable to the 670 condominium units (even though the reserve studies
14 have incorrectly included certain expenditures that are not in compliance with the CC&Rs). .

15 Notwithstanding these factors, the Receiver requests the Court to confirm that, "in
16 accordance with the Governing Documents", including the "Findings of Fact, Conclusions of Law
17 and Judgment, Filed October 9, 2015" the Receiver has the authority to direct, audit, oversee, and
18 implement the reserve study applies to all 670 condominium units.

19 **Instructions Regarding Request for Preventing Defendants From Foreclosing on Plaintiffs.**
20 **Units**

21 The Plaintiffs have negative balances in their accounts, as indicated on the monthly
22 statements to them. Since only the DUF, SFUE and HE fee charges for 2021 have been
23 recalculated by the Receiver and the fees for 2021 adjusted to reflect the Receiver's recalculated
24 amounts instead of the higher fee charges for 2021 that had been used by GSR, and that no other
25 recalculations of the fee charges have been made by the Receiver, and none of the periods' fees
26 for the reserves have yet been recalculated by the Receiver, the Plaintiffs' current account balances
27 cannot be ascertained, although the Receiver believes that the application of the recalculated fees
28

1 will result in all or most of the Plaintiffs' account balances to be positive amounts.²

2 Attached as Exhibit 1 is a lien against the condominium unit 1864 owned by Plaintiffs
3 Maurice Pinto and Luz Pinto for unpaid assessments on the unit. Receiver requests that this lien
4 be withdrawn and the property not be subject to a foreclosure sale, and that the Defendants are
5 prevented from foreclosing upon any other units owned by Plaintiffs until the rents for the
6 Plaintiffs' units are collected and the fee charges and reserve charges are recalculated by the
7 Receiver to determine whether the Plaintiffs' accounts do in fact have current positive balances.

8 **Instructions on the Implementation of Payment of Fees Owed to Receiver and Monthly**
9 **Payment of Ongoing Fees for Receiver's Services**

10 In the *Order Granting Plaintiffs' Motion to Stay Special Assessment*, filed on January 4,
11 2022, the Court ruled as follows:

12 "...the Receiver shall open a separate bank account into which all rental revenue
13 from the units in the Hotel Condominium (as defined in the CC&Rs) is deposited
14 and may be utilized to pay the Receiver's invoices and otherwise operate the
15 GSRUOA³. The Defendants are ordered to comply with the Appointment Order's
16 direction to cooperate with the Receiver to effect the dictates of this order."

17 Also, as stated above, the *Order Granting Receiver's Motion For Orders & Instructions*, filed
18 January 4, 2022, the Court has ordered:

19 "...the Receiver shall open a separate account on which Receiver has sole signatory
20 authority, and into which all rents received by Defendants currently for all 670
21 condominium units, net of total charges for DUF, SFUE, and HE fees and reserves,
22 are to be deposited. The Receiver shall disburse the revenue collected to the parties
23 according to the Governing Documents. In the event the Court requires a
24 disgorgement by Defendants to Plaintiffs, Receiver shall deposit such

25 ² In conjunction with the preparation of this Motion, the Receiver has discovered that, not only does it appear that the
26 2021 calculations by the Receiver have not been consistently applied for the entire year 2021, but that GSR has made
27 other yet unexplained charges and overcharges for the fees to the Plaintiffs since 2020. Irrespective of the Receiver
28 being having not been paid for fees billed after September 2021 and is currently owed approximately \$111,000 (see
Instructions on the Implementation of Payment of Fees below), including the fees of Receiver's counsel, the Receiver
and his assistant are in the process of determining the bases for these unexplained fee charges by GSR, and once the
Receiver's fees are paid he will have GSR adjust the Plaintiffs' accounts to reflect the proper fee charges for 2021 and
2020, and calculated the fees charges for 2022 and 2023, as included in the delineation of procedures. (See Instructions
on the Implementation of Payment of Fees below.)

³ This Order is consistent with the *Order Appointing Receiver and Directing Defendants' Compliance*, filed on January
7, 2015, including second paragraph on page 9, paragraph e. [9:1-2] and conjunction with 2 [2:7-9], and paragraphs 5
[5:18-19], 8.a-e. [6:12-26-7:3], 9.a-b. [7:5-10].

1 disgorgements into this separate account and disburse the same to Plaintiffs
2 appropriately.” [8:6-11]

3 As of October 31, 2022, the Receiver was owed \$105,377, which includes unpaid fees and
4 interest of Receiver’s counsel. The last time this Receiver has been paid is in October 2021, which
5 was for fees through September 2021. The Receiver continued to perform services deemed
6 necessary through May 2022 and issued an updated report for the period from April 1 through May
7 29, 2022, although the Receiver’s assistant who had been conducting routine monthly services, the
8 results of which were included in the Receiver’s monthly reports, ceased performing the monthly
9 services after January 2022. Subsequent to May 2022, the Receiver continued to perform only
10 those services for which he was responsible pertaining to the GSRUOA, such as overseeing its
11 operations; approving billings for payment; conducting board meetings; working with GSRUOA
12 and its insurance broker with the application for the renewal of the GSRUOA’s Directors and
13 Officers insurance policy; reviewing the monthly financial statements of the GSRUOA’s activities;
14 reviewing and suggesting changes to the independent accountant’s 2021 year-end financial
15 statements, which were implemented; working with the independent accountants regarding
16 incorrect tax returns previously prepared by the accountants, including performing research in
17 determining the proper characterization of the GSRUOA for tax filing purposes; working with the
18 GSRUOA so that it would not become insolvent, which included determining to increase the
19 GSRUOA monthly fees and to have it begin foreclosure proceedings on eleven units, owned by
20 the some party, for being many months in arrears of paying monthly dues⁴; and other services for
21 which the Receiver has needed to perform for the continued operation of the GSRUOA⁵.
22 Additionally, Receiver had communicated with the Court, as he on a few occasions and he deemed
23 necessary, and Receiver’s counsel has performed services that were necessary in order for the

24
25 ⁴ This decision to foreclose for non-payment of monthly dues is in contrast to GSR foreclosing on properties for
26 amounts ostensibly owed by Plaintiffs for non-payment of fee charges that might very well be offset by net rents owed
27 to Plaintiffs once the Receiver recalculates the DUF, SFUE and HE fee charges and reserve fee charges. The proceeds
from the foreclosure of the eleven units, along for the increase in the monthly fees, was for the GSRUOA to remain
viable.

28 ⁵ The Receiver has submitted a detail description each month of the services that were performed, along with each
month’s invoices, as he always had always done in the past.

1 Receiver to receive legal advice and to submit filings with the Court in certain instances.

2 The Receiver and his counsel will need to be paid the current balance owed to Receiver for
3 his fees and his counsel's fees, which, as of the date of this filing, total approximately \$111,000,
4 and must continue to be to be paid each month for the performance of ongoing services in order
5 for the Receiver and his assistant to begin (1) performing the monthly routine procedures and extra
6 procedures as necessary that have not been performed since January 2022, including, but not
7 limited to, monthly testing of (a) the propriety and correctness of the fee charges that appear on
8 the Plaintiffs' monthly statements, (b) room rotation and room rates, (c) amount of comp nights
9 giving to hotel guests for each Plaintiff's unit, and (d) charges of daily resort fees with
10 corresponding credits to Plaintiffs' accounts, (2) performing the considerable amount of work in
11 extracting, analyzing and verifying the components of the DUF, SFUE, and HE fee charges for (a)
12 both the past and future fee charges⁶ and (b) the true-up of the applicable previous fee charges, (3)
13 performing the considerable amount of work for recalculating and implementing the reserve fee
14 charges, (4) determining the appropriate amount of reimbursement to GSR for its expenditures that
15 are reimbursable from the reserve bank accounts, and (5) performing other services with which the
16 Receiver is responsible.

17 The Receiver requests that the Court provide him with instructions as to how he is to be
18 provided with the funds from the net rents to be placed in a separate bank account to pay the
19 Receiver the current balance owed to him and ongoing amounts to be billed, since those net rents
20 need to be determined in order to know the amount that is available to pay these fees and
21 presumably pay the Plaintiffs the amounts owed to them, to pay the one-half of the net rents due

22
23 ⁶These procedures include, ascertaining that the DUF, SFUE, and HE expenses for 2021 were charged to the Plaintiffs
24 for 2021; applying these 2021 expenses to 2020; recalculating the DUF, SFUE, and HE expenses for 2020, and
calculating the DUF, SFUE, and HE expenses for 2022 and for 2023. The *Order Granting Receiver's Motion For
Orders & Instructions*, filed January 4, 2022, ordered that,

25 "...the Receiver shall recalculate the DUF, SFUE, and HE based on the same methodology as has
26 been used in calculating the fee charges for 2021, subject to Court approval of such methodology.
Those fees in place prior to the Court's September 27, 2021 Order shall remain in place until the
27 fees for 2020 are recalculated and approved by this Court such that only a single account adjustment
will be necessary." [8:1-5]

1 to GSR, and to have reserve funds to cover any shortfall of funds of the GSRUOA for its continuing
2 operations.

3 One possibility to enable the Receiver to be paid for the balance currently due and the
4 Receiver's ongoing monthly fees is for GSR to deposit funds into an impound account maintained
5 by an independent party, and the Receiver's fees be paid from that impound account until the
6 Receiver has recalculated the net fees that are to be placed in the Receiver's separate bank account.

7 **II. CONCLUSION**

8 Based on the forgoing, as well as the pleadings and papers on file herein, the Receiver
9 hereby requests that the Court grant the Motion and enter the Orders and associated relief requested
10 by the Receiver herein.

11 **AFFIRMATION:** The undersigned does hereby affirm that this document does not
12 contain the Social Security Number of any person.

13 DATED this 1st day of December 2022.

14 ROBISON, SHARP, SULLIVAN & BRUST
15 71 Washington Street
16 Reno, Nevada 89503

17 /s/ Stefanie T. Sharp
18 F. DEARMOND SHARP, ESQ.
19 STEFANIE T. SHARP, ESQ.
20 *Attorneys for Receiver*
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCF 5(b), I certify that I am an employee of ROBISON, SHARP,
3 SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the forgoing
4 **RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS** on all parties to this action by
the method(s) indicated below:

5 • by using the Court's CM/ECF Electronic Notification System addressed to:

6 JARRAD MILLER, ESQ. for ALBERT THOMAS et al

7 JONATHAN TEW, ESQ. for ALBERT THOMAS et al

8 BRIANA N. COLLINGS, ESQ. for ALBERT THOMAS et al

9 G. ROBERTSON, ESQ. for ALBERT THOMAS et al

10 ROBERT L. EISENBERG, ESQ. for ALBERT THOMAS et al

11 TODD R. ALEXANDER for ALBERT THOMAS et al

12 DAVID MCELHINNEY, ESQ. for MEI-GSR HOLDINGS, LLC., AM-GSR HOLDINGS, AND
13 GAGE COMMERCIAL VILLAGE COMMERCIAL DEVELOPMENT, LLC

14 JENNIFER K. HOSTETLER, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA
15 RESORT AND CASINO et al

16 DANIEL F. POLSENBERG for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA RESORT
17 AND CASINO et al

18 DALE KOTCHKA-ALANES, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA
19 RESORT AND CASINO et al

20 DAWN HAYES, ESQ. for MEI-GSR HOLDINGS LLC DBA GRAND SIERRA RESORT AND
21 CASINO et al

22 ABRAM E. VIGIL, ESQ. for MEI-GSR Holdings, LLC., AM-GSR Holdings, and Gage
23 Commercial Village Commercial Development, LLC alongside Lewis Roca Rothgerber Christie
24 LLP.

25 ANN HALL, ESQ. for MEI-GSR Holdings, LLC., AM-GSR Holdings, and Gage Commercial
26 Village Commercial Development, LLC alongside Lewis Roca Rothgerber Christie LLP.

27 • by electronic mail to:

28 Richard M. Teichner, As Receiver for GSRUOA

Teichner Accounting Forensics & Valuations, PLLC

3500 Lakeside Court, Suite 210

Reno, NV 89509

accountingforensics@gmail.com

DATED: This 1st day of December 2022.

/s/ Leslie M. Lucero

Employee of Robison, Sharp, Sullivan & Brust

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EXHIBIT LIST

Exhibit #	Description	Pages
Exhibit "1"	Lien against condominium unit	4

Exhibit 1

A. P. No. 012-504-17

No. 18134h

When recorded mail to:

ALLIED TRUSTEE SERVICES
190 W. Huffaker Lane, Suite 408
Reno, NV 89511

22031122-RT

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**NOTICE OF ASSESSMENT
HOMEOWNERS ASSOCIATION LIEN**

NOTICE IS HEREBY GIVEN that AM-GSR HOLDINGS LLC, a Nevada limited liability company, and MEI-GSR HOLDINGS LLC, a Nevada limited liability company, dba GRAND SIERRA RESORT, hereby gives notice of its claim for an assessment lien upon the real property described below for unpaid assessments, late charges, and fees and costs for improvements, maintenance and repairs of the buildings and common area, which benefit the real property described below, as follows:

1. This lien is claimed pursuant to Nevada Revised Statutes and made in accordance with a Seventh Amendment to Condominium Declaration of Covenants, Conditions and Restrictions dated June 8, 2007, recorded June 27, 2007, as Document No. 3548504, Official Records, Washoe County, Nevada (the "C,C,&R's").

2. The amount of such assessment now owing and unpaid totals \$11,188.24 as of the date of this notice together with an accruing sum of \$ 1,031.02 due and payable on the first day of each month, plus late fees of \$ Prime + 2% accruing on the 30th day of each month such assessment remains unpaid, and costs and attorney's fees incurred in the filing and foreclosure of this lien with interest at the legal rate on such delinquent

LAW OFFICES OF OTTO & JENKINS • 3748 LAKESIDE DRIVE, SUITE 101 • RENO, NEVADA 89309

DOC #5333870

09/19/2022 01:35:21 PM

Electronic Recording Requested By
FIRST CENTENNIAL - RENO (MAIN OF
Washoe County Recorder

Kalle M. Work

Fee: \$43.00 RPTT: \$0

Page 1 of 3

sum calculated from the date of delinquency to and including the date of full payment is received by claimant.

3. The real property which has been assessed and is hereby encumbered by this Assessment Lien is located in the City of Reno, County of Washoe, State of Nevada, commonly known as 2500 E. 2nd Street, Unit 1864, Reno, Nevada, and is more particularly described as follows:

PARCEL A:

Unit 1864 as shown and delineated on the map of "HOTEL CONDOMINIUMS AT GRAND SIERRA RESORT PHASE 1B" according to the map thereof, recorded in the Office of the County Recorder of Washoe County, State of Nevada, on January 10, 2007, as File No. 3485357, Tract Map No. 4736, and as set forth and defined in the "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR HOTEL-CONDOMINIUMS AT GRAND SIERRA RESORT", recorded January 10, 2007, as Document No. 3485358, Official Records.

PARCEL B:

An undivided interest in the Common Elements appurtenant and non-severable to each unit as set forth and defined in the "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR HOTEL-CONDOMINIUMS AT GRAND SIERRA RESORT", recorded January 10, 2007, as Document No. 3485358, Official Records.

4. The name of the record owner thereof is:

MAURICE PINTO and LUZ PINTO, husband and wife, as joint tenants with right of survivorship

FOR INFORMATION REGARDING THIS ASSESSMENT LIEN PLEASE CONTACT:

AM-GSR HOLDINGS LLC
MEI-GSR HOLDINGS LLC,
dba GRAND SIERRA RESORT
c/o Allied Foreclosure Services
190 W. Huffaker Lane, #408
Reno, NV 89511
(775) 851-0881
Re: File No. 18134h

NOW THEREFORE, GRAND SIERRA OPERATING CORP. a Nevada corporation, hereby claims a lien on the above described property for assessments and unpaid charges, fees, and costs together with interest thereon as defined above, in accordance with Nevada law and the C,C,&R's.

Unless you notify us within 30 days after receipt of this document that the validity of this debt or any portion thereof, is disputed, we will assume that the debt is valid. If you do notify us of a dispute, verification of the debt will be obtained and mailed to you. Also, upon your written request within 30 days, you will be provided with the name and address of the original creditor if different from the current creditor.

NOTICE: THIS MAY BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

DATED: September 1, 2022.

AM-GSR HOLDINGS LLC
MEI-GSR HOLDINGS LLC
dba GRAND SIERRA RESORT

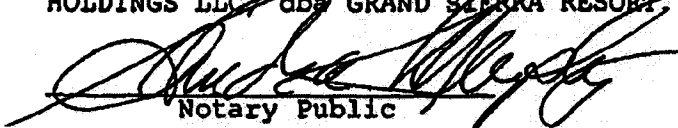
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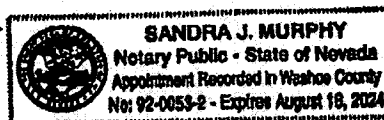
Name Christopher Balaban

Its Delegate

STATE OF Nevada)
) SS.
COUNTY OF Washoe)

This instrument was acknowledged before me on
September 1, 2022, by Christopher Balaban as
Delegate of/for AM-GSR HOLDINGS LLC and MEI-GSR
HOLDINGS LLC dba GRAND SIERRA RESORT


Notary Public



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