

IN THE SUPREME COURT OF THE STATE OF NEVADA

MEI-GSR HOLDINGS, LLC,
AM-GSR HOLDINGS, LLC, and
GAGE VILLAGE COMMERCIAL
DEVELOPMENT, LLC,

Appellants,

v.

ALBERT THOMAS, *et al.*,

Respondents.

Case No. 86092

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**APPENDIX IN SUPPORT OF APPELLANTS' SUPPLEMENT TO
RESPONSE TO MAY 8, 2023 ORDER TO SHOW CAUSE**

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

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21	Stipulation	02/06/2023	1	APPX0155-172
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DATED this 13th day of July 2023.

PISANELLI BICE PLLC

By: /s/ Jordan T. Smith

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Brianna Smith, Esq., #11795

Daniel R. Brady, Esq., #15508

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Attorneys for Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 13th day of July 2023, I caused to be served through the Court's CM/ECF website true and correct copies of the above and foregoing **APPENDIX IN SUPPORT OF APPELLANTS' SUPPLEMENT TO RESPONSE TO MAY 8, 2023 ORDER TO SHOW CAUSE** to all parties registered for service, as follows:

/s/ Shannon Dinkel
An employee of Pisanelli Bice PLLC

EXHIBIT 19

CODE: 2490
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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. 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.

MOTION TO CERTIFY AMENDED FINAL JUDGMENT AS FINAL
PURSUANT TO NRCP 54(b)

Plaintiffs, by and through their counsel of record, the law firms of Robertson, Johnson,
Miller & Williamson and Lemons, Grundy & Eisenberg, hereby file this Motion to Certify

1 Amended Final Judgment as Final Pursuant to NRCP 54(b) ("Motion"). This Motion is based
2 upon the following memorandum of points and authorities, all exhibits attached thereto, all
3 papers and pleadings on file herein, and any oral argument the Court desires to hear.

4 RESPECTFULLY SUBMITTED this 26th day of May, 2023.

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

8 *And*

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

11 By: /s/ Jarrad C. Miller
12 Jarrad C. Miller, Esq.
13 Briana N. Collings, Esq.
14 *Attorneys for Plaintiffs*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Nobody can review this proceeding and conclude it has not been lengthy, costly, and
4 complicated. Indeed, Plaintiffs filed their initial complaint initiating this litigation in August
5 2012—over a decade ago. The Court has issued the Amended Final Judgment, filed April 10,
6 2023 which addresses the final compensatory and punitive monetary damages award and will
7 presumably soon issue a Second Amended Final Monetary Judgment, which will include the
8 Court’s award of Plaintiffs’ attorneys’ fees. Thus, only the receivership winding up process, as
9 already ordered by the Court, remains. In order to move this matter to an appealable judgment
10 on the monetary damage award, Plaintiffs request the Court certify the Amended Final
11 Judgment, filed April 10, 2023 or Second Amended Final Monetary Judgment as final pursuant
12 to NRCP 54(b).¹

13 **II. FACTUAL BACKGROUND**

14 Plaintiffs filed their initial Complaint on August 27, 2012. The operative Second
15 Amended Complaint was filed on March 26, 2013, setting forth twelve (12) causes of action
16 against Defendants. (Second Amended Complaint, filed March 26, 2013.) After the Court
17 entered case-terminating sanctions against Defendants, striking their answer and counterclaims,
18 the Court held a prove-up hearing to determine Plaintiffs’ compensatory damages. (See Order
19 Granting Plaintiffs’ Motion for Case-Terminating Sanctions, filed October 3, 2014.) The Court
20 then issued its Findings of Fact, Conclusions of Law and Judgment (“FFCLJ”), awarding
21 Plaintiffs \$8,318,215.54 in compensatory damages on their monetary claims. (FFCLJ, filed
22 October 9, 2015.) The FFCLJ specifically ordered the equitable claim—the receivership—to
23 continue until further Court order. (*Id.* at 22:22.)

24 Following an erroneous dismissal and Plaintiffs’ successful appeal, the Supreme Court
25 remanded the matter back to this Court for further proceedings. This Court ultimately awarded
26

27 ¹ Certification of either of the two under NRCP 54(b) will permit the parties to proceed with the appeal on the
28 compensatory and punitive monetary awards. However, if the Court issues the Second Amended Final Monetary
Judgment to include attorney’s fees, the Parties can proceed with the appeal of those issues as well.

1 Plaintiffs \$9,190,521.92 in punitive damages. (Order, filed January 17, 2023.) Following this
2 punitive damages award, the Court entered the Final Judgment. (Final Judgment, filed
3 February 2, 2023.) Although this document is entitled “final,” it did not mention nor resolve
4 Plaintiffs’ equitable claim for the appointment of a receiver, thus leaving the receivership in
5 place until further Court order, pursuant to the FFCLJ.

6 Plaintiffs then filed a motion to alter or amend the Final Judgment, which was granted in
7 part. (Order, filed March 27, 2023.) The Court entered an Amended Final Judgment, which
8 again did not mention nor resolve Plaintiffs’ claim for a receivership. (Amended Final
9 Judgment, filed April 10, 2023.) Thus, the claim for a receivership remains outstanding at this
10 point in the litigation, but all other claims have been resolved in Plaintiffs’ favor by the Court.
11 (See FFCLJ, Order, filed January 17, 2023; Final Judgment, filed February 2, 2023; Amended
12 Judgment, filed April 10, 2023.)

13 After the Final Judgment was entered in February, but prior to the Amended Final
14 Judgment in April, Defendants filed a notice of appeal from the Final Judgment. (Notice of
15 Appeal, filed March 1, 2023.) Plaintiffs filed an associated cross-appeal to preserve their rights
16 to such a cross-appeal. (Notice of Cross-Appeal, filed March 14, 2023.) Following the
17 Amended Final Judgment, Defendants filed another notice of appeal wherein they appealed over
18 twenty (20) orders of this Court, including the Amended Final Judgment. (Notice of Appeal,
19 filed April 13, 2023.) Again, Plaintiffs filed an associated cross-appeal to preserve their rights to
20 such a cross-appeal—despite Defendants’ appeal of these orders being premature. (Notice of
21 Cross-Appeal, filed April 26, 2023.) The Supreme Court considered this latter set of notices and
22 amendments to the initial notices, and therefore consolidated the appeals into one. However, the
23 Supreme Court has now questioned whether it even has jurisdiction over the appeal when
24 Plaintiffs’ claim for a receivership remains outstanding. (Ex. 1, Order to Show Cause and
25 Granting Temporary Stay, filed May 8, 2023.)

26 **III. ARGUMENT**

27 NRCP 54(b) allows the Court to certify as final an interlocutory order that eliminates
28 fewer than all claims or fewer than all parties. It states: “[w]hen an action presents more than

1 one claim for relief . . . or when multiple parties are involved, the court may direct entry of a
2 final judgment as to one or more, but fewer than all, claims or parties only if the court expressly
3 determines that there is no just reason for delay.” NRCP 54(b). Without certification, any order
4 that resolves less than all claims or all rights of the parties does not terminate the action and may
5 be revised at any time. Id.

6 The Court, when certifying a judgment adjudicating fewer than all claims as final, must
7 only make a finding that there is no reason for delay in certifying a judgment as final under
8 NRCP 54(b)—no further requirements need to be met. Mallin v. Farmers Ins. Exch., 106 Nev.
9 606, 609-10, 797 P.2d 978, 981 (1990), overruled on other grounds by Matter of Estate of Sarge,
10 134 Nev. 866, 432 P.3d 718 (2018).

11 Here, the operative complaint has twelve (12) causes of action: (1) petition for
12 appointment of receiver; (2) intentional and/or negligent misrepresentation; (3) breach of
13 contract; (4) quasi-contract / equitable contract / detrimental reliance; (5) breach of the implied
14 covenant of good faith and fair dealing; (6) consumer fraud / Nevada Deceptive Trade Practices
15 Act; (7) declaratory relief; (8) conversion; (9) demand for accounting; (10) specific performance;
16 (11) unjust enrichment / quantum meruit; and (12) tortious interference with contract and/or
17 prospective business advantage. (Second Amended Complaint, filed March 26, 2013.) Plaintiffs
18 prayed for the appointment of a neutral receiver, compensatory damages, punitive damages,
19 attorneys’ fees, declaratory relief, specific performance, and an accounting. (Id. at 25.) Most,
20 but not all, of these claims have been adjudicated and relief has been granted.

21 The petition for appointment of a receiver, and corresponding receivership, remains. A
22 receiver was appointed over the Grand Sierra Resort Unit Owners’ Association on January 7,
23 2015, pursuant to Plaintiffs’ complaint. The Receiver was appointed “for the purpose of
24 implementing compliance, among all condominium units, including units owned by any
25 Defendant in this action” with the Governing Documents, according to NRS 32.010(1), (3), and
26 (6). (Order Appointing Receiver and Instructing Defendants’ Compliance, filed January 7, 2015

1 (“Appointment Order”) at 1:23-2:3.) The receivership remains intact over the Grand Sierra
2 Resort Unit Owners’ Association.²

3 While the Court has entered the Final Judgment, Amended Final Judgment, and will
4 likely soon enter Second Amended Final Monetary Judgment, none addresses the receivership.
5 (Final Judgment, filed February 6, 2023; Amended Final Judgment, filed April 10, 2023.)
6 Instead, the Court has explicitly stated that it “retains jurisdiction to: supervise the Receivership
7 established in 2019; oversee the dissolution of the owners’ association; truing up of funds due
8 among the parties . . . after completion of the Receiver’s remaining duties; and, to enforce its
9 own orders through contempt proceedings.” (Order, filed May 23, 2023 at 1:22-2:2.) One of the
10 Receiver’s remaining duties is to account for the rents and reserves going back to January 1,
11 2020 and issue payments accordingly. Defendants have and likely will continue to argue that the
12 back due rents since January of 2020 are a claim for damages; however, they are wrong because
13 the rents are an asset of the receivership estate and not additional compensatory damages. The
14 Court has therefore entered a judgment on fewer than all of Plaintiffs’ claims set forth in the
15 Second Amended Complaint but has resolved Plaintiffs’ compensatory and punitive damages
16 claims such that the appeal should proceed on those issues.

17 Plaintiffs therefore request that the Court certify the Amended Final Judgment, filed
18 April 10, 2023 as “final” pursuant to NRCP 54(b) such that an appeal can proceed, or issue a
19 Second Amended Monetary Judgment which includes attorneys’ fees, and certify it as final, such
20 that the Parties can also proceed with the appeal on that issue as well.

21 **IV. CONCLUSION**

22 There is no reason to force the parties to wait until the receivership is wound up to pursue
23 an appeal related to the monetary damages award. Indeed, Defendants have already initiated
24

25 ² The Court has ordered the termination of Grand Sierra Unit Owners’ Association as part of the sale of the
26 condominium units pursuant to NRS 116.2118 and other applicable statutes. (Order, filed December 5, 2022.)
27 Further, the Court has ordered that it will oversee the sale of the units through the receivership and, in fact, the
28 GSRUOA now holds title to the units with the Receiver as trustee. Further, pursuant to the Court’s December 5,
2022 Order and Plaintiffs’ Notice of Preservation of Claims, Plaintiffs have “retain[ed] and preserve all claims for
damages against the Defendants, including but not limited to, those laid out in Plaintiffs’ Second Amended
Complaint and claims for diminution in value of Plaintiff-owned condominium units.” (Plaintiffs’ Notice of
Preservation of Claims, filed January 17, 2023 at 2:24-27.)

1 such an appeal—although its propriety has been called into question by the Supreme Court.
2 There is no reason to delay in certifying either the Amended Final Judgment or the likely
3 forthcoming Second Amended Final Monetary Judgment as final pursuant to NRCP 54(b).
4 Accordingly, Plaintiffs request the Court do so.

5 **AFFIRMATION**

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

8 RESPECTFULLY SUBMITTED this 26th day of May, 2023.

9 ROBERTSON, JOHNSON,
10 MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
11 Reno, Nevada 89501

12 *And*

13 LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
14 Reno, Nevada 89519

15 By: /s/ Jarrad C. Miller
Jarrad C. Miller, Esq.
16 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 26th day of May, 2023, I
5 electronically filed the foregoing **MOTION TO CERTIFY AMENDED FINAL JUDGMENT**
6 **AS FINAL PURSUANT TO NRCP 54(b)** with the Clerk of the Court by using the ECF system
7 which served the following parties electronically:

8 Abran Vigil, Esq.
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21 /s/ Teresa W. Stovak

22 An Employee of Robertson, Johnson, Miller & Williamson

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EXHIBIT INDEX

Ex. No.	Description	Pages
1	Order to Show Cause and Granting Temporary Stay, filed May 8, 2023	6

EXHIBIT “1”

EXHIBIT “1”

IN THE SUPREME COURT OF THE STATE OF NEVADA

MEI-GSR HOLDINGS, LLC, A NEVADA
LIMITED LIABILITY COMPANY; AM-
GSR HOLDINGS, LLC, A NEVADA
LIMITED LIABILITY COMPANY; AND
GAGE VILLAGE COMMERCIAL
DEVELOPMENT, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellants/Cross-Respondents,

vs.

ALBERT THOMAS, INDIVIDUALLY;
JANE DUNLAP, INDIVIDUALLY;
JOHN DUNLAP, INDIVIDUALLY;
BARRY HAY, INDIVIDUALLY; MARIE-
ANNE ALEXANDER, AS TRUSTEE OF
THE MARIE-ANNIE ALEXANDER
LIVING TRUST; MELISSA
VAGUJHELYI AND GEORGE
VAGUJHELYI, AS TRUSTEES OF THE
GEORGE VAGUJHELYI AND MELISSA
VAGUJHELYI 2001 FAMILY TRUST
AGREEMENT, U/T/A APRIL 13, 2001; D'
ARCY NUNN, INDIVIDUALLY; HENRY
NUNN, INDIVIDUALLY; MADELYN
VAN DER BOKKE, INDIVIDUALLY;
LEE VAN DER BOKKE,
INDIVIDUALLY; DONALD
SCHREIFELS, INDIVIDUALLY;
ROBERT R. PEDERSON,
INDIVIDUALLY AND AS TRUSTEE OF
THE PEDERSON 1990 TRUST; LOU
ANN PEDERSON, INDIVIDUALLY
AND AS TRUSTEE OF THE
PEDERSON 1990 TRUST; LORI
ORDOVER, INDIVIDUALLY; WILLIAM
A. HENDERSON, INDIVIDUALLY;
CHRISTINE E. HENDERSON,
INDIVIDUALLY; LOREN D. PARKER,
INDIVIDUALLY; SUZANNE C.

No. 86092

FILED

MAY 08 2023

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

PARKER, INDIVIDUALLY; MICHAEL
IZADY, INDIVIDUALLY; STEVEN
TAKAKI, INDIVIDUALLY; FARAD
TORABKHAN, INDIVIDUALLY;
SAHAR TAVAKOL, INDIVIDUALLY;
M&Y HOLDINGS, LLC; JL&YL
HOLDINGS, LLC; SANDI RAINES,
INDIVIDUALLY; R. RAGHURAM,
INDIVIDUALLY; USHA RAGHURAM,
INDIVIDUALLY; LORI K. TOKUTOMI,
INDIVIDUALLY; GARRET TOM,
INDIVIDUALLY; ANITA TOM,
INDIVIDUALLY; RAMON FADRILAN,
INDIVIDUALLY; FAYE FADRILAN,
INDIVIDUALLY; PETER K. LEE AND
MONICA L. LEE, AS TRUSTEES OF
THE LEE FAMILY 2002 REVOCABLE
TRUST; DOMINIC YIN,
INDIVIDUALLY; ELIAS SHAMIEH,
INDIVIDUALLY; JEFFREY QUINN,
INDIVIDUALLY; BARBARA ROSE
QUINN, INDIVIDUALLY; KENNETH
RICHE, INDIVIDUALLY; MAXINE
RICHE, INDIVIDUALLY; NORMAN
CHANDLER, INDIVIDUALLY;
BENTON WAN, INDIVIDUALLY;
TIMOTHY D. KAPLAN,
INDIVIDUALLY; SILKSCAPE INC.;
PETER CHENG, INDIVIDUALLY;
ELISA CHENG, INDIVIDUALLY; GREG
A. CAMERON, INDIVIDUALLY; TMI
PROPERTY GROUP, LLC; RICHARD
LUTZ, INDIVIDUALLY; SANDRA
LUTZ, INDIVIDUALLY; MARY A.
KOSSICK, INDIVIDUALLY; MELVIN
CHEAH, INDIVIDUALLY; DI SHEN,
INDIVIDUALLY; NADINE'S REAL
ESTATE INVESTMENTS, LLC; AJIT
GUPTA, INDIVIDUALLY; SEEMA
GUPTA, INDIVIDUALLY; FREDRICK
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INDIVIDUALLY; ROBERT A.
WILLIAMS, INDIVIDUALLY;
JACQUELIN PHAM, INDIVIDUALLY;
MAY ANN HOM, AS TRUSTEE OF THE
MAY ANN HOM TRUST; MICHAEL
HURLEY, INDIVIDUALLY; DOMINIC
YIN, INDIVIDUALLY; DUANE
WINDHORST, INDIVIDUALLY;
MARILYN WINDHORST,
INDIVIDUALLY; VINOD BHAN,
INDIVIDUALLY; ANNE BHAN,
INDIVIDUALLY; GUY P. BROWNE,
INDIVIDUALLY; GARTH A.
WILLIAMS, INDIVIDUALLY; PAMELA
Y. ARATANI, INDIVIDUALLY;
DARLENE LINDGREN,
INDIVIDUALLY; LAVERNE ROBERTS,
INDIVIDUALLY; DOUG MECHAM,
INDIVIDUALLY; CHRISINE MECHAM,
INDIVIDUALLY; KWANGSOO SON,
INDIVIDUALLY; SOO YEUN MOON,
INDIVIDUALLY; JOHNSON
AKINDODUNSE, INDIVIDUALLY;
IRENE WEISS, AS TRUSTEE OF THE
WEISS FAMILY TRUST; PRAVESH
CHOPRA, INDIVIDUALLY; TERRY
POPE, INDIVIDUALLY; NANCY POPE,
INDIVIDUALLY; JAMES TAYLOR,
INDIVIDUALLY; RYAN TAYLOR,
INDIVIDUALLY; KI HAM,
INDIVIDUALLY; YOUNG JA CHOI,
INDIVIDUALLY; SANG DAE SOHN,
INDIVIDUALLY; KUK HYUNG
(CONNIE) YOO, INDIVIDUALLY;
SANG (MIKE) YOO, INDIVIDUALLY;
BRETT MENMUIR, AS TRUSTEE OF
THE CAYENNE TRUST; WILLIAM
MINER, JR., INDIVIDUALLY; CHANH
TRUONG, INDIVIDUALLY;
ELIZABETH ANDERS MECUA,
INDIVIDUALLY; SHEPHERD

MOUNTAIN, LLC; ROBERT
BRUNNER, INDIVIDUALLY; AMY
BRUNNER, INDIVIDUALLY; JEFF
RIOPELLE, INDIVIDUALLY;
PATRICIA M. MOLL, INDIVIDUALLY;
AND DANIEL MOLL, INDIVIDUALLY,
Respondents/Cross-Appellants.

ORDER TO SHOW CAUSE AND GRANTING TEMPORARY STAY

This is an appeal and cross-appeal from an amended judgment in a contract and tort action.

Appellants/cross-respondents have filed an emergency motion for stay of two orders entered on January 26 and March 27, 2023, regarding the receiver's motion for orders and instructions, instructing appellants to deposit approximately \$1.1 million with the receiver. In their motion, appellants point out that the district court denied a stay despite the posting of a supersedeas bond for the full amount. Further, they explain that they have deposited an amount with the district court to cover the receiver's expenses. Respondents/cross-appellants oppose the motion, asserting that on balance, the harm to them from a stay outweighs the harm to appellants if a stay is denied. Appellants have filed a reply.

Preliminarily, our review of the documents before this court reveals potential jurisdictional defects. Although the district court's amended judgment appears to have resolved all of the damages claims asserted below, the receivership imposed pursuant to respondents' complaint remains pending. Thus, it is unclear whether a final, appealable judgment has been entered per NRAP 3A(b)(1), or whether the receivership proceedings might be collateral to the claims resolved by the judgment. See *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (defining a

final judgment); *Martin & Co. v. Kirby*, 34 Nev. 205, 214, 117 P. 2, 4 (1911) (recognizing that a final judgment in a receivership action is one that approves or rejects all of the items in the receiver's final account and directs distribution of any remaining funds).

Further, even if jurisdiction is proper as to the amended judgment, it is unclear whether the January and March orders may be challenged in the context of the appeal and cross-appeal from that order. The orders appear merely to direct turnover of a receivership asset at the request of the receiver, and appellants did not name the receiver as a respondent to the appeal. See, e.g., *Alper v. Posin*, 77 Nev. 328, 331, 363 P.2d 502, 503 (1961) (noting that no statute or court rule provides for an appeal from an interlocutory court order confirming a sale by the receiver), *abrogated on other grounds by Lee*, 116 Nev. 424, 996 P.2d 416; *United States v. Beasley*, 558 F.2d 1200, 1201 (5th Cir. 1977) ("An order directing the turnover of funds to a Receiver, we have held, is interlocutory and not a final adjudication of the rights of the Receiver in the funds."); *F.T.C. v. NHS Sys., Inc.*, No. CIV.A. 08-2215, 2009 WL 4729893, at *2 (E.D. Pa. Dec. 10, 2009) ("The Third Circuit has ruled that an order requiring the delivery of certain deposits to a receiver is neither final nor within any category of appealable orders." (quotation marks omitted)); cf. *Consol. Generator-Nev., Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (1998) (providing generally that interlocutory orders may be considered in the context of an appeal from a final judgment); *Art Inst. of Chicago v. Integral Hedging, L.P.*, 129 S.W.3d 564, 572 (Tex. App. 2003) (recognizing the appealability, in Texas, of orders that "finally dispose of all issues in a discrete part or phase of the receivership" but concluding that an order directing receiver to immediately pay attorney fees and to sell assets for this

purpose did not finally resolve attorney fees issue and thus was not appealable).

Therefore, appellants shall have 21 days from the date of this order to show cause why this appeal should not be dismissed, in whole or in part, for lack of jurisdiction. Appellants' response to this order should also address whether the receiver should be a party to this appeal. Respondents may file any reply within 14 days from the date that appellants' response is served. The briefing schedule in this appeal is suspended pending further order of this court.

Additionally, in light of the supersedeas bond posted by appellants and the deposit they made to the court for the receiver's expenses, we temporarily stay enforcement of the district court's January 26 and March 27 orders directing the \$1.1 million payment to the receivership pending receipt and consideration of the parties' responses to these jurisdictional concerns and further order of this court.

It is so ORDERED.


_____, J.
Cadish


_____, J.
Pickering

cc: Chief Judge, The Second Judicial District Court
Hon. Elizabeth Gonzalez, Senior Judge
Meruelo Group LLC
Pisanelli Bice, PLLC
Robertson, Johnson, Miller & Williamson
Lemons, Grundy & Eisenberg
Washoe District Court Clerk

EXHIBIT 20

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on MOTION TO CERTIFY AMENDED FINAL JUDGMENT AS FINAL PURSUANT TO NRCP 54(b) (“Motion to Certify”)¹ In an abundance of caution, the Motion to Certify is granted.

While it is clear that the claim for a Receiver has previously been adjudicated through the Order Appointing Receiver and Directing Defendants’ Compliance filed January 7, 2015 (“Appointment Order”), the oversight of the Receivership and the Receivership Estate is a continuing judicial responsibility. The Court has repeatedly stated that it retains jurisdiction over the dissolution plan

¹ The Court has reviewed the Motion to Certify Amended Final Judgment as Final Pursuant to NRCP 54(b) filed on May 26, 2023; Defendants’ Opposition to Plaintiffs’ Motion to Certify Amended Final Judgment as Final Pursuant to NRCP 54(b)(filed 5/26/23) filed on June 14, 2023 and Plaintiffs Reply in Support of Motion to Certify Amended Final Judgment as Final Pursuant to NRCP 54(b) filed June 23, 2023.

1 detailed in the December 5, 2022 order, and the wind up of the Receivership. The December 5,
2 2022 order provides in pertinent part:

3 Therefore, the Court issues the following Orders:

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

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

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

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

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

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

27 By choosing the process detailed under the December 5, 2022 preliminary injunction and moving
28 forward with the termination of the GSRUOA under that framework, the Defendants have
voluntarily elected to proceed with the process outlined in the December 5, 2022 order.

On February 6, 2023, the parties entered into a stipulation related to the termination and agreed that
the agreement to terminate was consistent with the January 26, 2023 order filed at 11:06a.m. That
order provides in pertinent part:

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

1 Based upon the February 6, 2023 stipulation, on February 7, 2023 the Court entered an order
2 approving the stipulation. In compliance with the February 7, 2023 order, the Receiver on February
3 14, 2023 executed the agreement to terminate. and now is the trustee over the property interests
4 previously held by the unit owners and GSRUOA pending approval of the sale.

5
6 As the Receiver's past due fees have now been paid, within 10 judicial days of this order, the
7 Receiver shall file a written status report related to status of calculation of the actual historical
8 permissible expenses for Defendants to deduct from the revenue of the Parties units as well as the
9 amount of current expenses to deduct from ongoing revenue.

10
11 The Receiver's calculations, payment by Plaintiffs of any shortfall, and return of any excess expenses
12 unilaterally deducted from the Plaintiffs' revenues by Defendants since the appointment of the
13 Receiver may affect one of the accepted valuation methods. Additionally return of the reserve funds
14 related to the recently completed contempt trial may affect another valuation methodology.

15 It is the Court's intention to complete the true up of these calculations and accounts prior to
16 Plaintiffs submitting their appraisals for consideration by the Court as part of the dissolution plan
17 set forth in the December 5, 2022 order.
18

19 Dated this 28th day June 2023.

20
21 
22 _____
23 Hon. Elizabeth Gonzalez, (Ret.)
24 Sr. District Court Judge
25
26
27
28

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 28th day of June, 2023, I electronically filed the foregoing with the Clerk of
the Court system which will send a notice of electronic filing to the following:

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

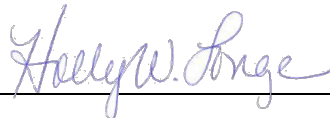


EXHIBIT 21

1 **3795**

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

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

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

23 ALBERT THOMAS, et. al.,

24 Plaintiff(s),

25 v.

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

Defendant(s).

Case No. CV12-02222

Dept. No.: 10

STIPULATION

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs ALBERT
THOMAS, et al., by and through their counsel JARRAD MILLER, ESQ. and Defendants MEI-
GSR Holdings, LLC; AM-GSR Holdings, LLC.; and GAGE VILLAGE COMMERCIAL

1 DEVELOPMENT, LLC; that the attached Agreement to Terminate has been approved by the
2 parties as compliant with the Court order of January 26, 2023 (filed at 11:06 a.m.) The parties
3 allow the Receiver to execute the "certification" of the Agreement to Terminate in accordance
4 with Court Order.

5
6 **AFFIRMATION PURSUANT TO NRS 239B.030**

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

9
10 **IT IS SO STIPULATED.**

11
12 By: /s/ David McElhinney, Esq.

13
14 6th ^{February} of ~~January~~, 2023.

15
16 David McElhinney
17 2500 East Second Street
18 Reno, NV 89595
19 Attorney for Defendants

By: 

2nd ^{Feb.} of ~~January~~, 2023.

20
21 Jarrad Miller
22 Robertson, Johnson, Miller and Williamson
23 50 W. Liberty Street Suite 600
24 Reno, NV 89501
25 Attorney for Plaintiffs
26
27
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am employed in County of Clark, State of Nevada
3 and, on this date, February 6, 2023 I deposited for mailing with the United States Postal Service,
4 and served by electronic mail, a true copy of the attached document addressed to:

5 G. David Robertson, Esq., SBN 1001
6 Jarrad C. Miller, Esq., SBN 7093
7 Briana N. Collings, Esq. SBN 14694
8 ROBERTSON, JOHNSON, MILLER &
9 WILLIAMSON
10 50 West Liberty Street, Suite 600
11 Reno, Nevada 89501
12 Tel: (775) 329-5600
13 jarrad@nvlawyers.com
14 briana@nvlawyers.com
15 *Attorneys for Plaintiffs*

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

11 Robert L. Eisenberg, Esq. SBN 0950
12 LEMONS, GRUNDY, & EISENBERG
13 6005 Plumas Street, Third Floor
14 Reno, Nevada 89519
15 *Attorney for Plaintiffs*

Jordan T. Smith, Esq.
Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101

15 Further, I certify that on the February 6, 2023, I electronically filed the foregoing with the
16 Clerk of the Court electronic filing system, which will send notice of electronic filings to all
17 persons registered to receive electronic service via the Court's electronic filing and service system.
18 DATED this February 6, 2023



20 Iliana Godoy

INDEX OF EXHIBITS

1. Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and Declaration of Covenants, Conditions, Restrictions and Reservation of Easements.. 6-17 pp.

Exhibit 1

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

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

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

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

Condominium Hotel : Hotel-Condominiums At Grand Sierra Resort

Association : Grand Sierra Resort Unit – Owner’s Association

Declaration : Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hotel-Condominiums at Grand Sierra Resort recorded December 15, 2006 as Document No. 3475705, Official records Washoe County, Nevada and all amendments thereto, including but not limited to the Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Easements for Hotel-Condominiums at Grand Sierra Resort recorded June 27, 2007 as Document No. 3548504 and the Ninth Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Easements for Hotel-Condominiums at Grand Sierra Resort re-recorded November 30, 2021 as Document No. 5253317.

Real Property : The legal description is included in Exhibit A attached hereto. This legal description is Exhibit A from the Declaration.

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

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

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

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

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

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

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

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

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

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

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

[End of Page – Signatures Follow]

EXECUTION

The parties executed this Agreement as of the date first written above.

HOTEL UNIT OWNER:

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

By: _____
Alex Meruelo
Manager

80% of UNITS' OWNERS:

AM-GSR HOLDINGS LLC
a Nevada limited liability company

By: _____
Alex Meruelo
Manager

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

By: _____
Alex Meruelo
Manager

CERTIFICATION ON NEXT PAGE

Certification

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

ASSOCIATION:

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

By: _____
Richard M. Teichner, Receiver

STATE OF NEVADA)
)
COUNTY OF _____)

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

Notary Public

STATE OF NEVADA)
)
COUNTY OF WASHOE)

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

Notary Public

EXHIBIT A

Legal Description

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

PARCEL 1:

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

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

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

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

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

THENCE South 00°06'54" East, 158.86 feet to the South line of said Parcel 2;

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

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

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

APN: 012-211-24.

PARCEL 1-A:

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

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

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

BEGINNING at the Northeast corner of Parcel B, as shown on Parcel Map No. 227, filed in the office of the Washoe County Recorder on the 26th day of February, 1976, File No. 397925; thence South 89°23'54" East, 51.51 feet;

THENCE North 89°53'06" East, 10.00 feet to the true point of beginning; thence North 0°06'54" West, 29.91 feet, thence 15.71 feet on the arc of a tangent curve to the left, having a radius of 10.00 feet and a central angle of 90°00'00"; thence North 0°06'54" West, 60.00 feet; thence 15.71 feet on the arc of a curve to the left whose tangent bears North 89°53'06" East, having a radius of 10.00 feet and a central angle of 90°00'00"; thence North 0°06'54" West, 80.00 feet; thence 15.71 feet on the arc of a tangent curve to the left, having a radius of 10.00 feet and a central angle of 90°00'00";

THENCE North 0°06'54" West, 60.00 feet; thence 15.71 feet on the arc of a curve to the left, whose tangent bears North 89°53'06" East, having a radius of 10.00 feet and a central angle of 90°00'00"; thence North 0°06'54" West, 90.00 feet;

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

Continued on next page

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

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

PARCEL 2:

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

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

APN: 012-231-29

Continued on next page

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

PARCEL 3:

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

Beginning at the intersection of the Northerly line of Mill Street with the Easterly line of U.S. Highway 395 as shown on Record of Survey Map Number 1518, File Number 769946 of the Official Records of Washoe County, Nevada, from which the Northeast corner of said Section 18 bears North 86°22'05" East a distance of 3260.13 feet; thence along the Easterly line of Interstate 580 the following eight (8) courses and distances; 1) North 09°34'52" West, a distance of 352.44 feet; 2) North 03°28'05" West, a distance of 425.16 feet; 3) North 01°26'55" West, a distance of 498.41 feet; 4) North 01°24'09" West, a distance of 434.30 feet; 5) from a tangent which bears North 01°25'23" West, along a circular curve to the right with a radius of 858.86 feet and a central angle of 36°09'39", an arc length of 541.54 feet; 6) from an tangent which bears North 34°44'16" East along a circular curve to the left with a radius of 900.00 feet and a central angle of 28°28'08", an arc length of 447.19 feet; 7) North 06°16'08" East a distance of 117.19 feet; 8) from a tangent which bears the last named course, along a circular curve to the right with a radius of 61.15 feet and a central angle of 83°37'49", an arc length of 89.26 feet to a point on the Southerly line of Glendale Avenue; thence along the Southerly line of Glendale Avenue the following four (4) courses and distances; 1) North 89°53'57" East, a distance of 196.41 feet; 2) North 00°06'21" East, a distance of 4.00 feet; 3) North 89°53'57" East, a distance of 11.17 feet; 4) North 88°16'07" East, a distance of 80.83 feet to a point on the Westerly line of Watson and Meehan Corporation Property, said point being the Northeasterly corner of Parcel No. 1, as shown on the Parcel Map No. 340, filed in the Office of Washoe County Recorder on November 10, 1976 File No. 434453; thence along the Westerly, Southerly, and Easterly lines of said Watson and Meehan Corporation Property the following three (3) courses and distances: 1) South 00°05'56" West, a distance of 355.44 feet; 2) South

Continued on next page

89°23'34" East, a distance of 348.62 feet; 3) North
 00°06'34" West, a distance of 369.63 feet to a point on the
 Southerly right of way line of Glendale Avenue, said point
 being the Northeast corner of Parcel No. 1, as shown on
 the Parcel Map No. 338, filed in the Office of Washoe
 County Recorder on November 10, 1976, File No. 434451;
 thence North 88°16'07" East, along the Southerly right of
 way line of Glendale Avenue, a distance of 156.65 feet;
 thence South 02°12'06" East a distance of 4.24 feet to the
 Northeast corner of a concrete block wall, thence South
 02°12'06" East, along Easterly face of said block wall, a
 distance of 13.05 feet to an angle point in said block
 wall; thence North 88°00'20" East, along the Northerly
 line of said block wall, a distance of 61.31 feet to a chain
 link fence; thence along said chain link fence the
 following seventeen (17) courses and distances; 1) South
 88°11'19" East, a distance of 18.04 feet; 2) South 79°03'12"
 East, a distance of 10.54 feet; 3) South 70°04'24" East, a
 distance of 9.08 feet; 4) South 56°48'54" East, a distance
 of 10.33 feet; 5) South 52°50'24" East, a distance of 49.76
 feet; 6) South 49°03'32" East, a distance of 10.57 feet; 7)
 South 38°43'47" East, a distance of 78.93 feet; 8) South
 41°22'11" East, a distance of 10.14 feet; 9) South
 48°20'20" East, a distance of 10.07 feet; 10) South
 54°50'53" East, a distance of 10.04 feet; 11) South
 59°44'13" East, a distance of 39.96 feet; 12) South
 50°21'10" East, a distance of 10.37 feet; 13) South
 39°50'28" East, a distance of 10.12 feet; 14) South
 31°57'47" East, a distance of 105.60 feet; 15) South
 20°08'38" East, a distance of 76.52 feet; 16) South
 34°19'10" East, a distance of 165.32 feet; 17) South
 14°17'58" East, a distance of 279.78 feet; thence along a
 line that is more or less coincident with said chain link
 fence the following fifteen (15) courses and distances: 1)
 South 06°44'18" East, a distance of 109.36 feet; 2) South
 05°15'13" East, a distance of 158.53 feet; 3) South
 27°57'06" East, a distance of 129.07 feet; 4) South
 43°18'46" East, a distance of 228.10 feet; 5) South
 44°58'46" East, a distance of 133.07 feet; 6) South 38°2'46"
 East, a distance of 64.06 feet; 7) South 47°15'56" East, a
 distance of 107.92 feet; 8) South 50°50'59" East, a
 distance of 489.05 feet; 9) South 55°41'02" East, a distance
 of 45.51 feet; 10) South 46°38'29" East, a distance of 98.99
 feet; 11) South 63°53'42" East a distance of 151.28 feet;
 12) South 53°31'06" East, a distance of 151.08 feet; 13)

Continued on next page

North 78°53'28" East, a distance of 75.55 feet; 14) South 73°46'40" East, a distance of 132.04 feet; 15) South 64°35'20" East, a distance of 98.69 feet to a point on the Northerly right of way line of Greg Street; thence along the Northerly right of way line of Greg Street the following ten (10) courses and distances: 1) South 20°40'40" West, a distance of 294.78 feet; 2) from a tangent which bears South 47°43'19" West, along a circular curve to the right with a radius of 750.00 feet and a central angle of 27°10'38", and arc length of 355.75 feet; 3) South 74°58'57" West, a distance of 120.67 feet; 4) from a tangent which bears the last named course, along a circular curve to the right with a radius of 36.00 feet and a central angle of 31°49'47", an arc length of 20.00 feet to a point of compound curvature; 5) along said compound circular curve to the right with a radius of 116.00 feet and a central angle of 32°40'13", an arc length of 66.14 feet; 6) South 71°14'17" West, a distance of 50.82 feet; 7) South 11°03'06" East, a distance of 8.54 feet; 8) from a tangent which bears the last named course, along a circular curve to the right with a radius of 36.00 feet and a central angle of 76°26'01", an arc length of 48.02 feet to a point of reverse curvature; 9) along said reverse circular curve to the left with a radius of 604.00 feet and a central angle of 17°23'58", an arc length of 183.42 feet; 10) South 47°58'57" West, a distance of 824.52 feet to the Northeast corner of parcel conveyed to Bruno Benna, et al, recorded as Document No. 83899, Official Records of Washoe County, Nevada; thence North 63°46'57" West along the Northerly line of said Benna Parcel, a distance of 1099.66 feet to the Northeast corner of Parcel B as shown on Parcel Map No. 341, filed in the office of Washoe County recorded on November 10, 1976, File No. 434454, thence South 26°13'03" West, along the Easterly line of said Parcel B, a distance of 266.37 feet; thence South 18°46'57" East and distance of 28.28 feet to a point on the Northerly right of way line of Mill Street; thence North 63°44'52" West, along said Northerly right of way line, a distance of 80.00 feet; thence North 26°13'03" East, a distance of 286.32 feet to the Northerly line of said Benna Parcel; thence from a tangent which bears North 63°43'05" East, along a circular curve to the left with a radius of 86.58 feet and a central angle of 81°31'23" an arc length of 123.19 feet; thence North 77°48'23" West a distance of 234.00 feet; thence South 26°13'03" West a distance of 280.15 feet to the

Continued on next page

Northerly line of Mill Street; thence North 63°44'52" West, along the Northerly line of Mill Street, a distance of 208.34 feet to the Point of Beginning.

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

BASIS OF BEARINGS: Recorded of Survey Map Number 2775, File No. 1834848 of the Official Records of Washoe County, Nevada; NAD 83, Nevada West Zone.

APN: 012-211-26

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

EXHIBIT 22

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on PLAINTIFFS MOTION FOR ATTORNEYS' FEES and PLAINTIFFS' SUPPLEMENTAL MOTION FOR ATTORNEYS' FEES ("Motions for Fees").¹ After consideration of the briefing, the Court grants, in part, the Motions for Fees.

There are two basis to award attorney's fees to Plaintiffs in this matter. First based upon the contractual provision and second based upon the Court's finding of fraud.

Pursuant to the Grand Sierra Resort Unit Maintenance Agreement, a contract entered into

¹ The Court has reviewed the original Motion for Attorneys' Fees filed October 20, 2015; original Opposition filed November 9, 2015; original Reply filed November 20, 2015; the Supplemental Motion filed February 7, 2023; Opposition filed March 17, 2023; and the Reply filed on April 12, 2023. The Court has also reviewed the filings made on May 1, 2023, pursuant to the minute order entered on April 26, 2023. The Court finds it was premature to rule on the original Motion filed October 20, 2015, until after the final judgment was entered. Defendants argued this in their late filed Opposition and filed a motion to strike the request for submission on November 9, 2015. The matter was resubmitted after full briefing on November 25, 2015.

1 by each Plaintiff, on the one hand, and Defendants, on the other hand:

2 EACH PARTY SHALL BEAR ITS OWN ATTORNEY'S FEES AND OTHER
3 COSTS IN PROSECUTING OR DEFENDING THE DISPUTE EXCEPT THAT
4 IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT BY ANY
5 PARTY HERETO TO ENFORCE THIS AGREEMENT, THE PREVAILING
6 PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES
AND COSTS IN ADDITION TO ALL OTHER RELIEF TO WHICH THAT
PARTY OR THOSE PARTIES MAY BE ENTITLED.

7 The original Grand Sierra Resort Unit Rental Agreement adopted this provision at page 15,
8 paragraph (d). The Court notes the identical paragraph appears in the 2011 version of the Unit
9 Rental Agreement.²

10 Because the Court has found that Defendants committed fraud, Nevada's statutory scheme requires
11 an award of reasonable fees. NRS 41.600(3)(c) provides that in actions by victims of fraud,
12

13 3. If the claimant is the prevailing party, the court shall award the claimant:

14 (c) The claimant's costs in the action and reasonable attorney's fees.

15 This statute applies in this matter. It is unnecessary to consider a fee award under NRS 18.010 or
16 NRCP 37 given these two basis.

17 While Plaintiffs seek to utilize a "lodestar analysis", the Court declines to award fees based upon that
18 analysis. This case is not of such complexity that such an award is appropriate. While significant
19 investigation and document review was required, this case primarily involves forensic accounting
20 case. One witness was called at the original trial on compensatory damages, Craig Greene, and
21 Plaintiffs took 14 depositions in this case.³ While a Receivership is in place that is not an added layer
22 of complexity as the Receiver's duties relate in large part to the allegations made by Plaintiffs in this
23 matter. Most of the work done by Plaintiffs' counsel in this matter relates to motion practice.
24
25

26
27 ² The Court notes that since the entry of the final judgment the dissolution process of the Grand Sierra Resorts Unit Owners Association has begun. The controlling Unit Rental Agreement is unaffected by this process as it is an individual agreement between the individual unit owner and Grand Sierra Resorts.

28 ³ The Court notes, Plaintiffs' counsel also defended their own clients' depositions.

In evaluating the amount of fees, the Court analyzes the factors enumerated in Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The factors to be considered in determining whether the requested amount is appropriate to award to the prevailing party include:

(1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived.

Brunzell, 85 Nev. at 349, 455 P.2d at 33.

The Court finds that the hourly rates identified in the redacted fee agreements⁴ are reasonable given the nature of the litigation and experience of the various timekeepers.⁵ The hours that have been identified in the Motions for Fees are also reasonable especially given the long and tortured procedural posture of this case. The Court finds that the procedural posture of the case and the repeated motions filed in this matter did multiply the work needed and does not militate in favor of

⁴ Those rates are:

Timekeeper	Rate
G. David Robertson	\$395
Kirk C. Johnson	\$335
Jarrad C. Miller	\$315
Richard D. Williamson	\$295
Jonathan J. Tew	\$275
Paralegals	\$135-\$145

No evidence has been submitted that there was an agreement to increase the rates.

⁵ Although not included in the fee agreements, the Court finds Mr. Eisenberg's fees to be reasonable in rate, amount and necessary given the procedural posture of the case. The hours and rates for Mr. Eisenberg's team are summarized below:

Timekeeper	Supplement Hours	Rate
Robert L. Eisenberg, Esq.	420.2	\$500
Todd Alexander, Esq.	49.9	\$300
Dane Littlefield, Esq.	2	\$200
Sarah Molleck, Esq.	16	\$200
Catherine Ammon, Paralegal	20.2	\$125

a reduction of the number of hours recorded by Plaintiffs' counsel.⁶ The work in this matter was performed and the result has been beneficial to the Plaintiffs.

After evaluating the *Brunzell* factors and considering all the evidence and arguments related to the Motions for Fees, the Court, awards the total amount of \$3,637,682.25⁷ as attorneys fees to the Plaintiffs from the Defendants.

⁶ The hours for the Robertson Johnson Miller and Williamson team listed in each motion are summarized:

Timekeeper	Motion Hours	Supplement Hours
G. David Robertson, Esq.	10.2	5.5
Kirk C. Johnson, Esq.	2.3	2.8
Jarrad C. Miller, Esq.	2238.5	3605.15
Richard D. Williamson, Esq.	34.7	12.3
Jonathan J. Tew, Esq.	1158.4	3388.4
Marilee Breternitz, Esq.	2.8	7.1
Michael Mapes, Esq.	51	0
Patrick M. Kealy, Esq.	3.6	0
Briana N. Collings, Esq.	0	204.8
Patricia A. Lynch, Esq.	0	2.7
Alison Gansert Kertis, Esq.	0	68.2
Kimberlee Hill, Paralegal	578	546
General Paralegal	60.1	214.4

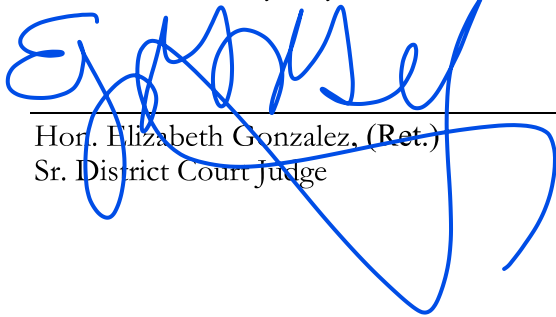
⁷ The table below summarizes the calculation:

Timekeeper	Motion Hours	Supplement Hours	Total Hours by Timekeeper	Rate	Total by Timekeeper
G. David Robertson, Esq.	10.2	5.5	15.7	\$395	6201.5
Kirk C. Johnson, Esq.	2.3	2.8	5.1	\$335	1708.5
Jarrad C. Miller, Esq.	2238.5	3605.15	5843.65	\$315	1840749.75
Richard D. Williamson, Esq.	34.7	12.3	47	\$295	13865
Jonathan J. Tew, Esq.	1158.4	3388.4	4546.8	\$275	1250370.
Marilee Breternitz, Esq.	2.8	7.1	9.9	\$275	2722.5
Michael Mapes, Esq.	51	0	51	\$275	14025.
Patrick M. Kealy, Esq.	3.6	0	3.6	\$275	990.
Briana N. Collings, Esq.	0	204.8	204.8	\$275	56320.
Patricia A. Lynch, Esq.	0	2.7	2.7	\$275	742.5
Alison Gansert Kertis, Esq.	0	68.2	68.2	\$275	18755.
Kimberlee Hill, Paralegal	578	546	1124	\$145	162980.
General Paralegal	60.1	214.4	274.5	\$135	37057.5
Robert L. Eisenberg, Esq.	0	420.2	420.2	\$500	210100.
Todd Alexander, Esq.	0	49.9	49.9	\$300	14970.
Dane Littlefield, Esq.	0	2	2	\$200	400.
Sarah Molleck, Esq.	0	16	16	\$200	3200.
Catherine Ammon, Paralegal	0	20.2	20.2	\$125	2525.
GRAND TOTAL					3637682.25

These hourly totals do not include hours for the following previously awarded fees: Fees that Plaintiffs have already obtained recovery: (\$167,483.00); Credit for Paid Sanctions by Commissioner Ayres (\$2,000.00); and Credit for fees awarded in 1/4/22 Order (\$17885).

1 Plaintiffs counsel to submit an amended judgment for the fees.
2
3

4 Dated this 11th day May 2023.

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7 Hon. Elizabeth Gonzalez, (Ret.)
8 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 11th day of May, 2023, I electronically filed the foregoing with the Clerk of
the Court system which will send a notice of electronic filing to the following:

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



EXHIBIT 23

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 both of DEFENDANTS' MOTIONS TO RETAX COSTS ("Motions to Retax").¹ The Motions to Retax are granted in part² and denied in part.

The early filing of a memorandum of costs and disbursements is not fatal to an award under NRS 18.110(1).

¹ The Court has reviewed the Verified Memorandum of Costs and Disbursements, filed October 16, 2015; Defendants Motion to Retax, filed October 22, 2015; Plaintiffs Opposition, filed November 9, 2015; Defendants Reply, filed November 23, 2015; Plaintiffs' Supplemental Verified Memorandum of Costs, filed January 20, 2023; Defendants Motion to Retax Costs, filed on January 23, 2023; Plaintiffs' Opposition to Defendants' Motion to Retax Costs filed on February 13, 2023; and, Defendants Reply in Support of Defendants' Motion to Retax Costs filed on March 1, 2023. The original motion was deferred by written order entered on December 17, 2015. The Court notes Plaintiffs have voluntarily withdrawn their request for the outside paralegal costs as these were awarded as part of the motion for attorneys' fees.

² The Court grants the Motions to Retax as to Fed Ex shipments, hand deliveries, and mileage for hand deliveries and working lunches and dinners (not related to deposition travel) as these are not specifically included in the statute and given the local nature of these proceedings, not in the Court's estimation recoverable.

1 NRS 18.020 requires an award of costs to the prevailing party. The costs included in both
2 memoranda of costs and disbursements are reasonable in amount, sufficiently documented, and
3 appear to have been necessary for the prosecution of the action.

4 *Excess expert expenses*

5
6 NRS 18.005(5) limits expert expenses to \$1500. Plaintiffs seek recovery of excess fees for two
7 experts – a forensic accountant and an ESI/ forensic analyst. Both of these experts testified in
8 judicial proceedings in this matter. Each of these experts are in specialized disciplines that were
9 necessary to prosecute this matter and provided information that was relied upon by the Court.³
10
11 There are several factors that favor granting Plaintiffs their entire request for both experts. Both
12 expert's opinions (represented by statements made in court) aided the judicial officers in deciding the
13 case. Neither expert was cumulative to other witnesses. The work performed by both experts was
14 necessary given the posture of the case.

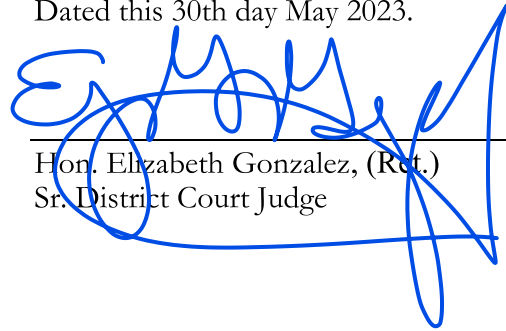
15 With respect to Mr. Mare, the ESI/forensic analyst, the long-standing discovery disputes between
16 the Plaintiffs and Defendants are well documented and necessitated specialized expertise to discover
17 electronically stored information which had not previously been produced. The rates and expenses
18 related to this are reasonable and consistent with other Nevada practitioners in this area. Using
19 someone outside of Reno was not unreasonable under the circumstances here.

20
21 Mr. Greene's testimony was critical to both Plaintiffs' liability and damages case. The complex
22 forensic accounting work done related to the unit rental program and associated expenses assessed
23 by Defendants was crucial to the Court's determination on compensatory damages. The
24 categorization of damages among the causes of action allowed the current Senior Judge to make an
25

26
27 ³ This matter has endured significant judicial turnover and related delays. After the initial judge was defeated in a
28 contested election, the entire Second Judicial District recused itself from this matter. (Affidavit of Bias, filed December
28, 2020; Order Disqualifying All Judicial Officers of the Second Judicial District Court, filed January 21, 2021.) The
matter was then assigned to three successive Senior Judges.

1 appropriate award of punitive damages without reconvening the trial. Greene's expenses are
2 comparable to those of other forensic accountants in the Reno area.
3 Plaintiffs' counsel is directed to prepare an amended judgment consistent with this order including
4 updated calculations by category for each of the Motions to Retax. After review and comment by
5 opposing counsel, Plaintiffs' counsel is directed to submit the amended judgment for review and
6 signature.
7

8 Dated this 30th day May 2023.

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11 _____
12 Hon. Elizabeth Gonzalez, (Ret.)
13 Sr. District Court Judge
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DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
ABRAN VIGIL, ESQ.
JONATHAN TEW, ESQ.
JARRAD MILLER, ESQ.
TODD ALEXANDER, ESQ.
F. DEARMOND SHARP, ESQ.
STEPHANIE SHARP, ESQ.
G. DAVID ROBERTSON, ESQ.
ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.
ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.

Holly W. Lange

EXHIBIT 24

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

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

14 Plaintiffs,

15 vs.

Case No. CV12-02222
Dept. No. OJ41

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

26 Defendants.
27
28

SECOND AMENDED FINAL MONETARY JUDGMENT

29 This matter having come before the Court for a default prove-up hearing from March 23,
30 2015 to March 25, 2015, with Findings of Fact and Conclusions of Law and Judgment entered
31 October 9, 2015, and again before the Court on July 8, 2022 and July 18, 2022 on Plaintiffs'
32 November 6, 2015 Motion in Support of Punitive Damages Award, with an Order entered on

January 17, 2023. The Court retains jurisdiction over the receivership until the Court issues an order discharging the Receiver.

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

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

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

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

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

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

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

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

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

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

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

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

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted their legal fees against Defendants in the total amount of **\$3,637,682.25**.

1 IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted
2 their costs against Defendants in the total amount of **\$855,525.33**, broken down as follows:

3 Pursuant to Plaintiffs' Verified Memorandum of Costs, filed October 16, 2015, Plaintiffs
4 shall be awarded

5	Court and Recorder Fees.....	\$3,876.00
6	Hearing Transcript Fees.....	\$2,612.60
7	Witness Fees	\$359.00
8	Service Fees	\$525.5
9	Deposition Transcript Fees	\$21,619.56
10	Expert Fees.....	\$456,041.00
11	Messenger/Shipping Fees	\$228.91
12	Travel	\$3,647.82
13	Supplies.....	\$1,863.21
14	Computerized Research	\$1,430.86
15	Copies	\$29,118.53
16	Facsimile.....	\$83.40
17	Postage	\$229.57
18	Long Distance	\$88.49
19	Total	\$521,451.45

20 Pursuant to Plaintiffs' Supplemental Verified Memorandum of Costs, filed January 20,
21 2023, Plaintiffs shall be awarded

22	Court and Recorder Fees.....	\$51,721.00
23	Hearing Transcript Fees.....	\$8,934.97
24	Service Fees	\$110.00
25	Expert Fees.....	\$226,462.60
26	Miscellaneous	\$23,161.88
27	Computerized Legal Research	\$5,086.90
28	Photocopies	\$18,117.80

1 Postage\$229.12
2 Long Distance Phone\$23.52
3 **Total\$333,847.79**

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

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

9 DATED this ____ day of _____, 2023.

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THE HONORABLE ELIZABETH G. GONZALEZ
(RET.)

Submitted by:

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON

/s/ Jarrad C. Miller
Jarrad C. Miller, Esq. (NV Bar No. 7093)
Briana N. Collings, Esq. (NV Bar No. 14694)
Attorneys for Plaintiffs

EXHIBIT 25

Jordan T. Smith, Esq., Bar No. 12097

JTS@pisanellibice.com

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MERUELO GROUP, LLC

Legal Services Department

5th Floor Executive Offices

2535 Las Vegas Boulevard South

Las Vegas, NV 89109

Tel: (562) 454-9786

Attorneys for Defendants

MEI-GSR Holdings, LLC;

Gage Village Commercial Development, LLC;

and AM-GSR Holdings, LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

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

Case No.: CV12-02222

Dept. No.: OJ41

**DEFENDANTS' OBJECTION TO
PLAINTIFFS' PROPOSED "SECOND
AMENDED FINAL MONETARY
JUDGMENT"**

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

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

Plaintiff(s),

v.

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

Defendant(s).

I. INTRODUCTION

Defendants MEI-GSR Holdings, LLC, Gage Village Commercial Development, LLC, and AM-GSR Holdings, LLC (“Defendants”) hereby object to the form and content of Plaintiffs’ proposed “Second Amended Final Monetary Judgment.” This oddly named document attempts to substantively modify or amend a judgment that both sides have already appealed. This separate document is also unnecessary. Orders granting attorneys’ fees and costs are special orders entered after judgment and are separately appealable under NRAP 3A(b)(8). Therefore, the Amended Final Judgment need not – and cannot – be amended. No additional orders need to be entered. The existing attorneys’ fees and cost awards entered on May 11 and May 30 are sufficient.

II. STATEMENT OF FACTS

1. On April 10, 2023, the Court entered an “Amended Final Judgment.” (Am. Final Judgment, Apr. 10, 2023, on file.) Both sides have appealed and cross-appealed from that judgment. (Notices of Appeal, filed Apr. 13, 2023 & Apr. 26, 2023, on file.)

1 2. On May 11, 2023 and May 30, 2023, the Court entered special orders after final
2 judgment awarding additional costs and attorneys’ fees to Plaintiffs. (Order on Pls.’ Mot. Attnys’
3 Fees & Pls.’ Supp. Mot. for Attorneys’ Fees, May 11, 2023, on file; Order on Defs.’ Mot to Retax,
4 May 30, 2023, on file.) Each order directed Plaintiffs to submit an “amended judgment” related to
5 the awards. (*Id.*)

6 3. Plaintiffs have circulated what they call a “Second Amended Final **Monetary**
7 Judgment.” (Ex. A) (emphasis added). But the Court has never entered anything called a “First
8 Amended Final Monetary Judgment.” By relabeling or re-titling the judgments, Plaintiffs are
9 attempting to imply that the Amended Final Judgment left open some non-monetary claims for
10 relief. It did not.

11 4. This Court has confirmed that the Amended Final Judgment is “final” and there are
12 no pending claims for relief. In its May 23, 2023 Order the Court correctly stated, “The Court has
13 entered a final judgment on the issues pending in the operative pleadings.” (Order on Pls.’ Mot. Or.
14 Show Cause [post-judgment discovery], May 23, 2023, on file.) The Court continued, “a final
15 judgment has been entered, [and] those pretrial discovery obligations are no longer mandated.” (*Id.*
16 at 2.)

17 5. Aside from wrongly implying that there are substantive claims for relief pending,
18 the “Second Amended Final Monetary Judgment” improperly attempts to modify the April
19 “Amended Final Judgment” by addressing the receivership even though (1) the receivership was
20 not an issue in the attorneys’ fees and costs motions addressed in the two May 2023 orders; and (2)
21 the amended final judgment has been appealed.

22 6. In addition to improperly making substantive amendments to an appealed final
23 judgment beyond the scope of the underlying motion practice, the “Second Amended Final
24 Monetary Judgment” purports to award pre-judgment interest on the attorneys’ fees and costs
25 award. But attorneys’ fees were not awarded as an element of damages so Plaintiffs cannot recover
26 prejudgment interest on the fees and Plaintiffs did not establish or calculate interest from the date
27 that each cost item was incurred to receive pre-judgment interest.

28

7. Finally, it is unclear from the proposed form what fee and cost amounts are duplicative of previously awarded – and bonded – attorneys’ fees and costs.

III. ARGUMENT

A. The “Second Amended Final Monetary Judgment” Impermissibly Attempts to Amend or Modify a Judgment that is Already on Appeal.

The Court is without jurisdiction to enter the “Second Amended Final Monetary Judgment.” The document purports to make substantive revisions to a judgment that is now being reviewed on appeal. After an appeal is filed, a district court does not have jurisdiction to alter it and cannot address any matters that in “[any]way affect the appeal’s merits.” *Mack-Manley*, 122 Nev. at 855, 138 P.3d at 530 (citing *Kantor v. Kantor*, 116 Nev. 886, 895, 8 P.3d 825, 830 (2000)); *Rust v. Clark Cnty. Sch. Dist.*, 103 Nev. 686, 688, 747 P.2d 1380, 1382 (1987) (“Prior to the entry of a final judgment the district court remains free to reconsider and issue a written judgment different from its oral pronouncement.”).

Here, the “Second Amended Final Monetary Judgment” attempts to substantively reappoint or continue the receivership and to add significant monetary amounts for attorneys’ fees and costs. These are impermissible amendments to a final judgment that is already on appeal. It would significantly affect the merits of the pending appeal and may impact the Supreme Court’s jurisdiction over the pending issues. The attempted revision related to the receivership is all the more improper because the receivership was not an issue litigated in the attorneys’ fees and cost motions addressed in the May 2023 orders precipitating the proposed amendment.

B. The “Second Amended Final Monetary Judgment” is Unnecessary.

Amending the Amended Final Judgment for the attorneys’ fees and costs is also unnecessary. The Court has entered separate orders for those amounts. These May orders are separately enforceable and appealable. “The order awarding attorney fees and costs [is] independently appealable as a special order after final judgment.” *Campos-Garcia v. Johnson*, 130 Nev. 610, 612, 331 P.3d 890, 891 (2014) (citing NRAP 3A(b)(8); *Lee*, 116 Nev. at 426, 996 P.2d at 417).

1 Therefore, the Amended Final Judgment should be left undisturbed. The May 11 and May
2 30 Orders are already sufficient.

3 **C. The Court Cannot Award Pre-Judgment Interest on the New Fees and Costs.**

4 As written, the “Seconded Amended Final Monetary Judgment” purports to award pre-
5 judgment interest on the attorneys’ fees and costs awarded to Plaintiffs. However, pre-judgment
6 interest is unavailable unless the attorneys’ fees were awarded as an element of damages – not as
7 part of a postjudgment motion. *See Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 430, 132
8 P.3d 1022, 1036 (2006) (“Accordingly, we hold that when attorney fees are awarded as an element
9 of damages, the prevailing party is entitled to recover prejudgment interest on the attorney fees.”).

10 Similarly, “[p]rejudgment interest runs on costs from the time when the costs were
11 incurred. Therefore, the recovering party must prove when the costs were incurred and, if the party
12 fails to do so, interest on the costs is awarded only from date of the judgment.” *Id.* at 429, 132 P.3d
13 at 1035.

14 Here, Plaintiffs were not awarded attorneys’ fees as an element of damages. As a result,
15 they cannot recover prejudgment interest on the attorneys’ fees award. Plaintiffs’ also failed to
16 prove – and the “Second Amended Final Monetary Judgment does not specify or calculate –
17 prejudgment interest from the date that each and every cost was incurred. Therefore, Plaintiffs are
18 not entitled to any prejudgment interest on their costs. This error is compounded by the fact that
19 Plaintiffs have been previously awarded attorneys’ fees and costs but the proposed “Second
20 Amended Final Monetary Judgment” does not account, address, or incorporate those prior awards.
21 (*See* Order on Pls.’ Mot. For Attorneys’ Fees & Pls.’ Supp. Mot. for Attorneys’ Fees at 4 n.7 , May
22 11, 2023.) This ambiguity implies that Plaintiffs may receive a double recovery.

23 Of note, Plaintiffs have argued elsewhere – including in their May 26, 2023 Motion to
24 Certify Amended Final Judgment as Final Pursuant to NRCP 54(b) – that there has yet to be a
25
26
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1 “final” judgment entered in this action. (Pls.’ Mot. Certify Am. Final Judg. as Final, May 26, 2023,
2 on file.)¹ Plaintiffs are wrong.

3 But if Plaintiffs are right about the lack of finality, then neither pre- nor post-judgment
4 interest is running on *any* award and Defendants are under no obligation to post any supersedeas
5 bond (except related to the \$1.1 million receivership order arising from the January 26, 2023 and
6 March 27, 2023 orders). Plaintiffs’ procedural indecision risks further complicating this tortured
7 case.

8 **IV. CONCLUSION**

9 For these reasons, Defendants object to Plaintiffs proposed “Second Amended Final
10 Monetary Judgment.” No amendment to a judgment or additional order is needed. The Court’s
11 prior May 11, 2023 Order on Plaintiffs’ Motion for Attorneys’ fees and Plaintiffs’ Supplemental
12 Motion for Attorneys’ Fees and the May 30, 2023 Order on Defendants’ Motion to Retax are
13 sufficient and independently appealable.

14
15 **AFFIRMATION**

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

18 DATED this 26th day of June 2023.

19 PISANELLI BICE PLLC

20
21 By: /s/ Jordan T. Smith
22 Jordan T. Smith, Esq., #12097
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

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

27 ¹ For the sake of brevity and judicial efficient, Defendants’ incorporate all arguments, points,
28 and authorities from their June 14, 2023 Opposition to Plaintiffs’ Motion to Certify Amended Final
Judgment as Final Pursuant to NRCp 54(b).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 26th day of June 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **DEFENDANTS' OBJECTION TO PLAINTIFFS' PROPOSED "SECOND AMENDED FINAL MONETARY JUDGMENT"** to all registered participants in this matter.

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Attorneys for the Receiver Richard M. Teichner

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 26

CODE: 1105

**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.

SECOND AMENDED FINAL MONETARY JUDGMENT

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

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

1. Against MEI-GSR Holdings, LLC (“MEI-GSR”) and AM-GSR Holdings, LLC (“AM-GSR”) in the amount of \$442,591.83 for underpaid revenues to Unit owners;
2. Against MEI-GSR, AM-GSR, and Gage Village Development, LLC in the amount of \$4,152,669.13 for the rental of units of owners who had no rental agreement;
3. Against MEI-GSR and AM-GSR in the amount of \$1,399,630.44 for discounting owner’s rooms without credits;
4. Against MEI-GSR and AM-GSR in the amount of \$31,269.44 for discounted rooms with credits;
5. Against MEI-GSR and AM-GSR in the amount of \$96,084.96 for “comp’d” or free rooms;
6. Against MEI-GSR and AM-GSR in the amount of \$411,833.40 for damages associated with the bad faith “preferential rotation system”;
7. Against MEI-GSR and AM-GSR in the amount of \$1,706,798.04 for improperly calculated and assessed contracted hotel fees;
8. Against MEI-GSR and AM-GSR in the amount of \$77,338.31 for improperly collected assessments;

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

Prejudgment interest on the compensatory damages portion of the Judgment is awarded.

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

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

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted their legal fees against Defendants in the total amount of **\$3,637,682.25**.

1 IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted
2 their costs against Defendants in the total amount of **\$855,525.33**, broken down as follows:

3 Pursuant to Plaintiffs' Verified Memorandum of Costs, filed October 16, 2015, Plaintiffs
4 shall be awarded

5	Court and Recorder Fees.....	\$3,876.00
6	Hearing Transcript Fees.....	\$2,612.60
7	Witness Fees	\$359.00
8	Service Fees	\$525.5
9	Deposition Transcript Fees	\$21,619.56
10	Expert Fees.....	\$456,041.00
11	Messenger/Shipping Fees	\$228.91
12	Travel	\$3,647.82
13	Supplies.....	\$1,863.21
14	Computerized Research	\$1,430.86
15	Copies	\$29,118.53
16	Facsimile.....	\$83.40
17	Postage	\$229.57
18	Long Distance	\$88.49
19	Total	\$521,451.45

20 Pursuant to Plaintiffs' Supplemental Verified Memorandum of Costs, filed January 20,
21 2023, Plaintiffs shall be awarded

22	Court and Recorder Fees.....	\$51,721.00
23	Hearing Transcript Fees.....	\$8,934.97
24	Service Fees	\$110.00
25	Expert Fees.....	\$226,462.60
26	Miscellaneous	\$23,161.88
27	Computerized Legal Research	\$5,086.90
28	Photocopies	\$18,117.80


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Postage\$229.12
Long Distance Phone\$23.52
Total\$333,847.79

This Judgment shall accrue post-judgment interest at the applicable legal rate as provided by Nevada law until fully satisfied.

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

DATED this 29th day of June, 2023.



HON. ELIZABETH GONZALEZ
Sr. District Court Judge

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

Holly W. Lange

EXHIBIT 27

CODE: 1105

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.

CORRECTED SECOND AMENDED FINAL MONETARY JUDGMENT

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

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

1. Against MEI-GSR Holdings, LLC (“MEI-GSR”) and AM-GSR Holdings, LLC (“AM-GSR”) in the amount of \$442,591.83 for underpaid revenues to Unit owners;
2. Against MEI-GSR, AM-GSR, and Gage Village Development, LLC in the amount of \$4,152,669.13 for the rental of units of owners who had no rental agreement;
3. Against MEI-GSR and AM-GSR in the amount of \$1,399,630.44 for discounting owner’s rooms without credits;
4. Against MEI-GSR and AM-GSR in the amount of \$31,269.44 for discounted rooms with credits;
5. Against MEI-GSR and AM-GSR in the amount of \$96,084.96 for “comp’d” or free rooms;
6. Against MEI-GSR and AM-GSR in the amount of \$411,833.40 for damages associated with the bad faith “preferential rotation system”;
7. Against MEI-GSR and AM-GSR in the amount of \$1,706,798.04 for improperly calculated and assessed contracted hotel fees;
8. Against MEI-GSR and AM-GSR in the amount of \$77,338.31 for improperly collected assessments;

TOTAL COMPENSATORY DAMAGES.....\$8,318,215.55

Prejudgment interest on the compensatory damages portion of the Judgment is awarded.

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

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

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted their legal fees against Defendants in the total amount of **\$3,637,682.25**.

1 IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted
2 their costs against Defendants in the total amount of **\$855,525.33**, broken down as follows:

3 Pursuant to Plaintiffs' Verified Memorandum of Costs, filed October 16, 2015, Plaintiffs
4 shall be awarded

5	Court and Recorder Fees.....	\$3,876.00
6	Hearing Transcript Fees.....	\$2,612.60
7	Witness Fees	\$359.00
8	Service Fees	\$525.5
9	Deposition Transcript Fees	\$21,619.56
10	Expert Fees.....	\$456,041.00
11	Messenger/Shipping Fees	\$228.91
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13	Supplies.....	\$1,863.21
14	Computerized Research	\$1,430.86
15	Copies	\$29,118.53
16	Facsimile.....	\$83.40
17	Postage	\$229.57
18	Long Distance	\$88.49
19	Total	\$521,723.85

20 Pursuant to Plaintiffs' Supplemental Verified Memorandum of Costs, filed January 20,
21 2023, Plaintiffs shall be awarded

22	Court and Recorder Fees.....	\$51,721.00
23	Hearing Transcript Fees.....	\$8,934.97
24	Service Fees	\$110.00
25	Expert Fees.....	\$226,462.60
26	Miscellaneous	\$23,161.88
27	Computerized Legal Research	\$5,086.90
28	Photocopies	\$18,117.80


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Postage\$229.12
Long Distance Phone\$23.52
Total\$333,847.79

This Judgment shall accrue post-judgment interest at the applicable legal rate as provided by Nevada law until fully satisfied.

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

DATED this 10th day of July, 2023.



HON. ELIZABETH GONZALEZ
Sr. District Court Judge

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
3 that on the 10th day of July, 2023, I electronically filed the foregoing with the Clerk of
4 the Court system which will send a notice of electronic filing to the following:

5 DALE KOTCHKA-ALANES
6 DANIEL POLSENBERG, ESQ.
7 DAVID MCELHINNEY, ESQ.
8 BRIANA COLLINGS, ESQ.
9 ABRAN VIGIL, ESQ.
10 JONATHAN TEW, ESQ.
11 JARRAD MILLER, ESQ.
12 TODD ALEXANDER, ESQ.
13 F. DEARMOND SHARP, ESQ.
14 STEPHANIE SHARP, ESQ.
15 G. DAVID ROBERTSON, ESQ.
16 ROBERT EISENBERG, ESQ.
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19 JAMES PROCTOR, ESQ.
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