

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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*Supreme Court Case No.*

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Clerk of Supreme Court

MEI-GSR HOLDINGS, LLC, a Nevada corporation; AM-GSR HOLDINGS, LLC, a Nevada corporation; and GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada corporation,

*Petitioners,*

v.

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF WASHOE, AND THE HONORABLE ELIZABETH GONZALEZ (RET.), SENIOR JUDGE, DEPARTMENT OJ41; AND RICHARD M. TEICHNER, RECEIVER,

*Respondents,*

and

ALBERT THOMAS, ET AL., individuals,

*Real Parties in Interest.*

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**APPENDIX TO PETITION FOR WRIT OF PROHIBITION OR, IN THE  
ALTERNATIVE, MANDAMUS  
VOLUME 11 OF 12**

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DATED this 7th day of February 2024.

PISANELLI BICE PLLC

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## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 7th day of February 2024, I electronically filed and served a true and correct copy of the above and foregoing **APPENDIX TO PETITION FOR WRIT OF PROHIBITION OR, IN THE ALTERNATIVE, MANDAMUS, VOLUME 11 OF 12**, properly addressed to the following:

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/s/ Shannon Dinkel  
An employee of PISANELLI BICE PLLC

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

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

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

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

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

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

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

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

28

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

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

## I. FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

- 1           10.   Plaintiff Lee Van Der Bokke is a competent adult and is a resident of the State of  
2 California.
- 3           11.   Plaintiff Madelyn Van Der Bokke is a competent adult and is a resident of the State of  
4 California.
- 5           12.   Plaintiff Donald Schreifels is a competent adult and is a resident of the State of  
6 Minnesota.
- 7           13.   Plaintiff Robert R. Pederson, individually and as Trustee of the Pederson 1990 Trust,  
8 is a competent adult and is a resident of the State of California.
- 9           14.   Plaintiff Lou Ann Pederson, individually and as Trustee of the Pederson 1990 Trust,  
10 is a competent adult and is a resident of the State of California.
- 11           15.   Plaintiff Lori Ordovery is a competent adult and is a resident of the State of  
12 Connecticut.
- 13           16.   Plaintiff William A. Henderson is a competent adult and is a resident of the State of  
14 California.
- 15           17.   Plaintiff Christine E. Henderson is a competent adult and is a resident of the State of  
16 California.
- 17           18.   Plaintiff Loren D. Parker is a competent adult and is a resident of the State of  
18 Washington.
- 19           19.   Plaintiff Suzanne C. Parker is a competent adult and is a resident of the State of  
20 Washington.
- 21           20.   Plaintiff Michael Izady is a competent adult and is a resident of the State of New  
22 York.
- 23           21.   Plaintiff Steven Takaki is a competent adult and is a resident of the State of  
24 California.
- 25           22.   Plaintiff Farad Torabkhan is a competent adult and is a resident of the State of New  
26 York.
- 27
- 28

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

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

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

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

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

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

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

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

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

23           112. Under the Declaration of Covenants, Conditions, Restrictions and Reservations of  
24 Easements for Hotel-Condominiums at Grand Sierra Resort ("CC&Rs"), there is one voting member  
25 for each unit of ownership (thus, an owner with multiple units has multiple votes).  
26  
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1           113. Because MEI-GSR and Gage Village control more units of ownership than any other  
2 person or entity, they effectively control the Unit Owners' Association by having the ability to elect  
3 MEI-GSR's chosen representatives to the Board of Directors (the governing body over the GSR  
4 Condo Units).

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

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

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

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

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

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

24           120. The Individual Unit Owners pay for contracted "Hotel Fees," which include taxes,  
25 deep cleaning, capital reserve for the room, capital reserve for the building, routine maintenance,  
26 utilities, etc.  
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1           121. MEI-GSR has systematically allocated and disproportionately charged capital reserve  
2 contributions to the Individual Unit Owners, so as to force the Individual Unit Owners to pay capital  
3 reserve contributions in excess of what should have been charged.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. CONCLUSIONS OF LAW

- 1  
2 A. The Court has jurisdiction over MEI-GSR, Gage Village, the Unit Owner's Association  
3 and the Plaintiffs.
- 4 B. The appointment of a receiver is appropriate when: (1) the plaintiff has an interest in  
5 the property; (2) there is potential harm to that interest in property; and (3) no other  
6 adequate remedies exist to protect the interest. *See generally Bowler v. Leonard*, 70  
7 Nev. 370, 269 P.2d 833 (1954). *See also* NRS 32.010. The Court appointed a receiver  
8 to oversee the Unit Owner's Association on January 7, 2015. The Court concludes that  
9 MEI-GSR and/or Gage Village have operated the Unit Owner's Association in a way  
10 inconsistent with the best interests of all of the unit owners. The continued  
11 management of the Unit Owner's Association by the receiver is appropriate under the  
12 circumstances of this case and will remain in effect absent additional direction from the  
13 Court.
- 14 C. Negligent misrepresentation is when "[o]ne who, in the course of his business,  
15 profession or employment, or in any other action in which he has a pecuniary interest,  
16 supplies false information for the guidance of others in their business transactions, is  
17 subject to liability for pecuniary loss caused to them by their justifiable reliance upon  
18 the information, if he fails to exercise reasonable care or competence in obtaining or  
19 communicating the information." *Barmeltler v. Reno Air, Inc.*, 114 Nev. 441, 956 P.2d  
20 1382, 1387 (1998) (quoting *Restatement (Second) of Torts* § 552(1) (1976)). Intentional  
21 misrepresentation is when "a false representation made with knowledge or belief that it  
22 is false or without a sufficient basis of information, intent to induce reliance, and  
23 damage resulting from the reliance. *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115,  
24  
25  
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1 117 (1975).” *Collins v. Burns*, 103 Nev. 394, 397, 741 P.2d 819, 821 (1987). MEI-  
2 GSR is liable for intentionally and/or negligent misrepresentation as alleged in the  
3 Second Cause of Action.  
4

5 D. An enforceable contract requires, “an offer and acceptance, meeting of the minds, and  
6 consideration.” *Certified Fire Protection, Inc. v. Precision Construction, Inc.* 128 Nev.  
7 Adv. Op. 35, 283 P.3d 250, 255 (2012)(citing *May v. Anderson*, 121 Nev. 668, 672, 119  
8 P.3d 1254, 1257 (2005)). There was a contract between the Plaintiffs and MEI-GSR.  
9 MEI-GSR has breached the contract and therefore MEI-GSR is liable for breach of  
10 contract as alleged in the Third Cause of Action.  
11

12 E. MEI-GSR is liable for Quasi-Contract/Equitable Contract/Detrimental Reliance as  
13 alleged in the Fourth Cause of Action.  
14

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

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

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

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

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

- M. Many of the individual unit owners attempted to rent their units through third-party services rather than through the use of MEI-GSR. MEI-GSR and Gage Village intentionally thwarted, interfered with and/or disrupted these attempts with the goal of forcing the sale of the individual units back to MEI-GSR. All of these actions were to the economic detriment of the individual unit owners as alleged in the Twelfth Cause of Action.
- N. The Plaintiffs are entitled to both equitable and legal relief. “As federal courts have recognized, the long-standing distinction between law and equity, though abolished in procedure, continues in substance, *Coca-Cola Co. v. Dixi-Cola Labs.*, 155 F.2d 59, 63 (4th Cir. 1946); 30A C.J.S. *Equity* § 8 (2007). A judgment for damages is a legal remedy, whereas other remedies, such as avoidance or attachment, are equitable remedies. *See* 30A *Equity* § 1 (2007).” *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1053 (2015).
- O. “[W]here default is entered as a result of a discovery sanction, the non-offending party ‘need only establish a *prima facie* case in order to obtain the default.’ *Foster*, 227 P.3d at 1049 (*citing Young v. Johnny Ribeiro Building, Inc.*, 106 Nev. 88, 94, 787 P.2d 777, 781 (1990)). “[W]here a district court enters a default, the facts alleged in the pleadings will be deemed admitted. Thus, during a NRCP 55(b)(2) prove-up hearing, the district court shall consider the allegations deemed admitted to determine whether the non-offending party has established a *prima facie* case for liability.” *Foster*, 227 P.3d at 1049-50. A *prima facie* case requires only “sufficiency of evidence in order to send the question to the jury.” *Id.* 227 P.3d at 1050 (*citing Vancheri v. GNLV Corp.*, 105 Nev. 417, 420, 777 P.2d 366, 368 (1989)). The Plaintiffs have met this burden regarding all of their causes of action.

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

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

### 18 19 20 **III. JUDGMENT**

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

#### 23 **Monetary Relief:**

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

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

20  
21 **Non-Monetary Relief:**

- 22 1. The receiver will remain in place with his current authority until this Court rules otherwise;
- 23 2. The Plaintiffs shall not be required to pay any fees, assessments, or reserves allegedly due or
- 24 accrued prior to the date of this ORDER;
- 25 3. The receiver will determine a reasonable amount of FF&E, shared facilities and hotel reserve fees
- 26 required to fund the needs of these three ledger items. These fees will be determined within 90 days
- 27 of the date of this ORDER. No fees will be required until the implementation of these new
- 28

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

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

4 **Punitive Damages:**

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

21 DATED this 9 day of October, 2015.

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

**CERTIFICATE OF SERVICE**

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

Jonathan Tew, Esq.

Jarrad Miller, Esq.

Stan Johnson, Esq.

Mark Wray, Esq.

DATED this 9 day of October, 2015.

  
SHEILA MANSFIELD  
Judicial Assistant

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# EXHIBIT U

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

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

vs.

Case No. CV12-02222  
Dept. No. 10

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

Defendants.

**ORDER APPOINTING RECEIVER AND DIRECTING DEFENDANTS' COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

20 *I. General*

21 a. To review and/or take control of:

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

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

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

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

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

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

19 vi. all insurance policies relating to the Property.

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

22 viii. documents reasonably requested by Receiver.

23 b. To use or collect:

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

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

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

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

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

12 **2. Employment**

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

17 **3. Insurance**

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

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

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

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

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

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

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

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

17          5.     ***Collection***

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

20          6.     ***Litigation***

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

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

1           7.     ***Reporting***

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

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

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

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

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

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

26           d.     To open and utilize bank accounts for receivership funds.  
27  
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1 e. To present for payment any checks, money orders or other forms of payment  
2 which constitute the rents and revenues of the Property, endorse same and collect the proceeds  
3 thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 DATED this 6 day of Jan, 2015  
2014.

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23 \_\_\_\_\_  
24 DISTRICT COURT JUDGE

25 Submitted by:

26 /s/ Jarrad C. Miller

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

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Transaction # 9768115 : yvilorla

# EXHIBIT V

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

7 IN AND FOR THE COUNTY OF WASHOE

8 \* \* \*

9 ALBERT THOMAS, individually, et al,

10 Plaintiffs,

Case No: CV12-02222

11 vs.

Dept. No: 10

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

14 Defendants.  
15 \_\_\_\_\_/

16 **ORDER GRANTING PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS**

17 ALBERT THOMAS et al. ("the Plaintiffs") filed the PLAINTIFFS' MOTION FOR CASE-  
18 TERMINATING SANCTIONS ("the Motion") on January 27, 2014. MEI-GSR Holdings, LLC  
19 ("the Defendants") filed the DEFENDANTS' OPPOSITION TO THE PLAINTIFFS' MOTION  
20 FOR CASE-TERMINATING SANCTIONS ("the Opposition") on February 25, 2014.<sup>1</sup> The  
21 Plaintiffs filed the REPLY IN SUPPORT OF MOTION FOR CASE- TERMINATING  
22 SANCTIONS ("the Reply") on March 10, 2014. The Plaintiffs submitted the matter for decision on  
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24

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

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

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

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

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

11  
12  
13 Discovery sanctions are properly analyzed under Young v Johnny Ribeiro Bldg., Inc., 106  
14 Nev. 88, 787 P.2d 777 (1990). Young requires "every order of dismissal with prejudice as a  
15 discovery sanction be supported by an express, careful and preferably written explanation of the  
16 court's analysis of the pertinent factors." Young, 106 Nev. at 93, 787 P.2d at 780. The Young  
17 factors are as follows: (1) the degree of willfulness of the offending party; (2) the extent to which the  
18 non-offending party would be prejudiced by a lesser sanction; (3) the severity of the sanction of  
19 dismissal relative to the severity of the discovery abuse; (4) whether any evidence has been  
20 irreparably lost; (5) the feasibility and fairness of less severe sanctions; (6) the policy favoring  
21 adjudication on the merits; (7) whether sanctions unfairly operate to penalize a party for the  
22 misconduct of his or her attorney; and (8) the need to deter parties and future litigants from similar  
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27 <sup>2</sup> The Court adopted the Discovery Commissioner's recommendation regarding the privilege log on  
28 March 13, 2014. The Court noted that the current discovery situation is a product of the Defendants'  
discovery failures. The Court further stated that any lack of time to prepare an adequate privilege  
log was a result of the Defendants' inaction and lack of participation in the discovery process.

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

8  
9 The Court analyzed the Young factors at the October 2013 hearing and found: (1) the  
10 Defendants failed to comply with discovery orders and failed to meet the extended production  
11 deadlines; (2) the discovery failures were not willful; (3) lesser sanctions could be imposed, and such  
12 sanctions would not unduly cause the Plaintiffs prejudice; (4) the severity of the discovery failures  
13 did not warrant ending the case in favor of the Plaintiffs; (5) no evidence was presented that  
14 evidence had been irreparably lost; (6) any misconduct of the attorneys did not unfairly operate to  
15 penalize the Defendants; (7) there were alternatives to the requested case-concluding sanctions that  
16 could serve to deter a party from engaging in abusive discovery practices in the future; and (8) non-  
17 case concluding sanctions could be used to accomplish both the policy of adjudicating cases on the  
18 merits and the policy of deterring discovery abuses.  
19

20  
21 The Defendants have, to date, violated NRCP 33 and NRCP 34 (twice). The Defendants  
22 have violated three rulings of the Discovery Commissioner and three confirming orders. The Court  
23 is aware of four violations of its own orders. The information that has been provided to the Plaintiffs  
24 during discovery has been incomplete, disclosed only with a Court order, and often turned over very  
25 late with no legitimate explanation for the delays. The Plaintiffs have written dozens of letters and  
26 e-mails to the Defendants’ counsel in an effort to facilitate discovery. The Plaintiffs have filed five  
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28

1 motions to compel and five motions for sanctions. The Court held multiple hearings on discovery  
2 matters including two extensive, multi-day hearings on case concluding sanctions. The Court is  
3 highly concerned about the Defendants' conduct during discovery and the resulting prejudice to the  
4 Plaintiffs. Based on the progress of discovery, the Defendants' ongoing discovery conduct, and the  
5 Plaintiffs' Motion the Court has chosen to revisit the Young factors and reassess the decision made  
6 at the October 2013 hearing.  
7

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

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

23 The Defendants designated Caroline Rich, the Defendants' previous Controller, to gather the  
24 discovery information with assistance from their internet technology department ("IT"). The Court  
25 initially believed that Ms. Rich did her best to produce the discovery information (including e-mails)  
26 she felt was relevant. Ms. Rich did not have direct access to the IT system of the Defendants. Nor  
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28

1 did she have access to the e-mails of all staff members. For instance, she did not have access to the  
2 e-mails of those employees who outranked her. The Plaintiffs have subsequently discovered e-mails  
3 where Ms. Rich is a participant in e-mail correspondence that was directly relevant to the search. It  
4 would be excusable if Ms. Rich overlooked e-mail sent by other employees or did not have access to  
5 her superiors' e-mail accounts. However, it now appears that she did not disclose e-mails in which  
6 she was a participant in the correspondence. This calls into question her credibility.  
7

8         The Court is further troubled by the representations of the Defendants' counsel, Sean  
9 Brohawn, that the volume of subsequent e-mails was going to be inconsequential and it would take  
10 minimal time for the Defendants to produce. The Court would have found the information that there  
11 were potentially hundreds of thousands of additional e-mails to be critical in reaching its October  
12 2013, decision. The discrepancy between the 200-300 e-mails produced in the original discovery  
13 and the 224,226 subsequently identified is enormous. The Court cannot attribute this discrepancy to  
14 a good faith error. The discrepancy appears at best to be a failure of the Defendants to adequately  
15 search their e-mail system in response to the initial discovery requests. At worst, it is a deliberate  
16 failure to comply with the discovery rules.  
17

18         The Defendants had an obligation to engage in an adequate search of the information  
19 requested in discovery, and to designate the appropriate party to testify regarding the discovery  
20 production. *See generally*, NRCP 16.1(b); NRCP 26(b); NRCP 26 (e). Defendants' counsel had the  
21 responsibility to oversee and supervise the collection of the discovery. *See*, NRCP 16.1(e)(3). Both  
22 the Defendants and the Defendants' counsel failed to meet their discovery obligations. That failure  
23 led to the Court being provided seriously inaccurate information at the October 2013 hearing.  
24

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1 The Defendants have consistently violated Nevada Rules of Civil Procedure, orders  
2 compelling discovery, and the Court's directives. The Defendants have not proffered any legitimate  
3 or lawful explanation for their conduct. The Defendants have not objected to or requested  
4 clarification of discovery requests. Many times they have simply not responded. Other responses  
5 have been incomplete. Often, information was only produced after the Plaintiffs filed motions to  
6 compel. At various hearings and conferences the Defendants produced previously undisclosed  
7 discovery information that suddenly appeared. The Court reverses its earlier decision and finds that  
8 the Defendants discovery failures are in fact willful.  
9

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

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

8 Thirdly, the Court compared the severity of dismissal to the severity of the discovery abuse.  
9 "The dismissal of a case, based upon a discovery abuse . . . should be used only in extreme  
10 situations; if less drastic sanctions are available, they should be utilized," GNLV Corp., 111 Nev. at  
11 870, 900 P.2d at 325 (citing Young, 106 Nev. at 92, 787 P.2d at 779-80). The Court is no longer  
12 persuaded that the effort of Ms. Rich was in good faith or that the Defendants designated the  
13 appropriate party to undertake the production of discovery. Ms. Rich was a relatively new  
14 employee, she did not have access to her superiors' e-mail and records, and she did not know the  
15 names and positions of other Defendants' employees. The Court is not convinced that the  
16 Defendants have properly made discovery disclosures such that the Plaintiffs have had a fair  
17 opportunity to develop their litigation plan. The Court is keenly aware that granting the Plaintiffs'  
18 motion would effectively end the case, leaving only the issue of damages to be decided. The  
19 Defendants have abused and manipulated the discovery rules and case-terminating sanctions is the  
20 option available to properly punish the Defendants' conduct.  
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23 In looking at the fourth factor in October 2013, the Court noted that there was no evidence  
24 presented at the hearing or raised by the moving papers that evidence had been irreparably lost. The  
25 Plaintiffs argue that information has been lost or destroyed. The fact that evidence had not been  
26 produced is not the same as the destruction or loss of evidence. There remains no evidence to  
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1 indicate that evidence has been lost or destroyed by the Defendants. This factor remains consistent  
2 in the reevaluation of the October 2013, decision.

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

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

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

18           Despite the October 2013 hearing sanctions, the Defendants have continued their  
19 noncompliant discovery conduct. The stern sanctions which the Court imposed on the Defendants in  
20 October 2013, did not have the desired effect of bringing the Defendants' conduct in line with the  
21 discovery rules. After the October 2013 hearing, the Court identified that the major outstanding  
22 discovery issue between the parties was the Plaintiffs' access to Defendants' e-mail system. The  
23 parties were ordered to work together to develop terms to be used in the e-mail search. The  
24 Defendants were ordered to review the 224, 226 e-mails identified by November 25, 2013. The  
25 Defendants were ordered to deliver a privilege log for those e-mails the Defendants believed should  
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1 not be provided to the Plaintiffs. Further, the Defendants were ordered to provide a copy of withheld  
2 e-mails to the court with the privilege log for an in-camera review, and e-mail a copy of the privilege  
3 log to the Plaintiffs. The Plaintiffs were to be provided access to all the e-mails not designated in the  
4 privilege log beginning November 26, 2013. The Defendants failed to produce those e-mails by the  
5 Courts' deadline and the Plaintiffs moved for sanctions. The parties were ordered to submit the  
6 Defendants' November 25, 2013, privilege log to Discovery Commissioner, Wesley Ayres, with  
7 corresponding briefing. Commissioner Ayres determined that the privilege log was legally  
8 insufficient. The result was the Defendants waived any right to withhold e-mails identified in their  
9 privilege log and the Plaintiffs were entitled to all 78,473 e-mails containing the search term "condo"  
10 or "condominium". The Court adopted the recommendation of the Discovery Commissioner finding  
11 that the Defendants' objection to the recommendation based on shortage of time to review the  
12 privilege log was a result of the Defendants' inaction and lack of participation in the discovery  
13 process. The Defendants still did not release the e-mails and the Plaintiffs filed a motion to compel.  
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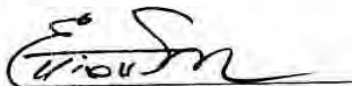
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16 Nevada Rule of Civil Procedure 1 indicates that the rules of civil procedure are to be  
17 administered to secure the "just, speedy, and inexpensive determination of every action." It appears  
18 to the Court that the Defendants' focus in this case has been not to comply with NRCP 1. The  
19 Defendants' failures to comply with discovery rules have been numerous and pervasive throughout  
20 the case. The trial has been rescheduled multiple times resulting in a delay of over a year. The  
21 Defendants' failures have led to additional costs to the Plaintiffs and required the Plaintiffs to seek  
22 relief from the Court on multiple occasions. This has placed an undue burden on both the Plaintiffs  
23 and the Court. The Court has employed progressive sanctions to address discovery abuses. Those  
24 sanctions have not been adequate to curtail the Defendants' improper conduct. The Court has  
25 repeatedly warned the Defendants that if it found the information provided at the October 2013  
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1 hearing to be disingenuous, or if discovery abuses continued it would grant case terminating  
2 sanctions.

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

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

8 DATED this 3 day of October, 2014.

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11 ELLIOTT A. SATTLER  
12 District Judge  
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**EXHIBIT W**

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

\* \* \*

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

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

Defendants.

**ORDER REGARDING ORIGINAL MOTION FOR CASE CONCLUDING SANCTIONS**

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

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

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

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

19 The Young factors are as follows: (1) the degree of willfulness of the offending party, (2) the  
20 extent to which the non-offending party would be prejudiced by a lesser sanction, (3) the severity of  
21 the sanction of dismissal relative to the severity of the discovery abuse, (4) whether any evidence has  
22 been irreparably lost, (5) the feasibility and fairness of less severe sanctions, (6) the policy favoring  
23 adjudication on the merits, (7) whether sanctions unfairly operate to penalize a party for the  
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25 <sup>1</sup> The two-week trial was originally set to begin on October 21, 2013. In an in-chambers status conference on October  
26 16, 2013, the Court informed counsel that trial could not start on the scheduled date due to failures in discovery. The  
27 Court pushed back the trial date two days to October 23, 2013. Notwithstanding the advance notice and extra time, the  
28 Defendants failed to submit their proposed jury instructions in violation of WDCR 7(8). The Defendants’ counsel did  
not assist the Court staff with marking exhibits prior to the scheduled trial date, and failed to timely file a trial statement  
as required by WDCR 5. Lastly, the Court noted at the hearing that the Defendants’ pretrial disclosures were filed two  
weeks late, in violation of N.R.C.P. 16.1(3).

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

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

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

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

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

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

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

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

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

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

9 IT IS SO ORDERED.

10 DATED this 18 day of December, 2013.

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

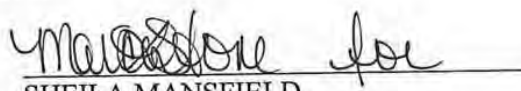
28 <sup>3</sup> See NRCP 37(b)(2)("[T]he Court shall require the party failing to obey the order or the attorney advising that party or  
both to pay the reasonable expenses, including attorney's fees, caused by the failure" to comply).

**CERTIFICATE OF MAILING**

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

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

DATED this 18<sup>th</sup> day of December, 2013.

  
SHEILA MANSFIELD  
Judicial Assistant

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Clerk of the Court  
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# EXHIBIT X

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

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

11 Plaintiffs,

12 vs.

Case No. CV12-02222  
Dept. No. OJ37

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

23 Defendants.  
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20 **ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES**  
21 **PURSUANT TO THE COURT'S DECEMBER 24, 2020 ORDER GRANTING MOTION**  
22 **FOR CLARIFICATION AND SANCTIONING THE DEFENDANTS**

23 Presently before the Court is Plaintiffs' Supplemental Motion for Fees Pursuant to the  
24 Court's December 24, 2020 Order Granting Motion for Clarification and Sanctioning the  
25 Defendants, filed April 7, 2021 ("Motion"). Defendants filed Defendants' Opposition to  
26 Supplemental Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting  
27 Motion for Clarification and Sanctioning the Defendants on April 20, 2021 ("Opposition").  
28 Plaintiffs filed their Reply in Support of Supplemental Motion for Fees Pursuant to the Court's

1 December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants on  
2 April 30, 2021. The Motion was submitted for consideration by the Court on May 4, 2021.

3 The Motion sets forth Plaintiffs' supplemental request for fees incurred in (a) submitting  
4 their motion for fees ("Fees Motion") pursuant to the Court's December 24, 2020 Order Granting  
5 Clarification ("December 24, 2020 Order"), (b) filing a reply to Defendants' opposition to the  
6 Fees Motion, and (c) opposing Defendants' Motion for Leave to File Motion for Reconsideration  
7 of the Court's December 24, 2020 Order ("Defendants' Motion for Reconsideration"), which  
8 largely attempted to rehash and relitigate previously rejected arguments. (Motion at 2:7-12.)  
9 Plaintiffs' total requested fees for these tasks is \$17,885. Defendants argue the requested fees  
10 are unreasonably excessive and that Nevada law does not permit recovery thereof. (Opposition  
11 at 2:14-18, 3:3-10.) Defendants further argue that the Defendants' Motion for Reconsideration  
12 may very well render Plaintiffs' Fees Motion and Motion moot.<sup>1</sup> (*Id.* at 3:3-10; see also  
13 Defendants' Motion for Reconsideration, filed January 7, 2020.)

14 Case-concluding sanctions were entered against the Defendants for abuse of discovery  
15 and disregard for the judicial process. (See Order Granting Plaintiffs' Motion for Case-  
16 Terminating Sanctions, filed October 3, 2014 at 12.) See *Young v. Johnny Ribeiro Bldg., Inc.*,  
17 106 Nev. 88, 92, 787 P.2d 777, 779-80 (1990) (discussing discovery sanctions). The Court  
18 ultimately entered a judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See  
19 Findings of Fact, Conclusions of Law and Judgment, filed October 9, 2015.)

20 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing  
21 Defendants' Compliance ("Appointment Order"). The Appointment Order appointed James  
22 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA") and  
23 the rental revenue and certain other property interests relating to the other Defendants. (See  
24 Appointment Order at 1:23-26.) The receivership was implemented "for the purpose of  
25 implementing compliance, among all condominium units, including units owned by any  
26 Defendant in this action . . . with the Covenants, Codes and Restrictions recorded against the  
27

28 <sup>1</sup> Defendants' Motion for Reconsideration stands fully briefed and submitted at the time of this Order.

1 condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements  
2 (the "Governing Documents"). (Appointment Order at 1:27-2:3.) On January 25, 2019, Richard  
3 Teichner ("Receiver") was substituted in Mr. Proctor's place in the Order Granting Motion to  
4 Substitute Receiver. (Order Granting Motion to Substitute Receiver, filed January 25, 2019.)

5 The Court's December 24, 2020 Order includes two distinct portions: first, that the  
6 Receiver was to recalculate certain fees in a specific way and that the improper fee allocations  
7 were to be disgorged to Plaintiffs, and second, that the Defendants were to pay Plaintiffs'  
8 attorneys' fees and costs incurred in briefing the motion which ultimately resulted in the  
9 December 24, 2020 Order. This sanction was imposed as a result of "Defendants' attempt to  
10 advance their interpretation of the Court's orders to the [R]eceiver [which] interfered with the  
11 October Order taking effect and resulted in unnecessarily duplicative litigation." (December 24,  
12 2020 order at 3:17-19.) Plaintiffs filed their motion for fees ("Fees Motion") pursuant to the  
13 December 24, 2020 Order, to which Defendants filed an opposition. (See Motion for Fees  
14 Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification, filed  
15 January 4, 2021; Defendants' objection to Plaintiffs' Motion for Fees Pursuant to the Court's  
16 December 24, 2020 Order Granting Motion for Clarification, filed January 14, 2021.)

17 The instant Motion requests a supplemental award of fees incurred in actions taking place  
18 after the December 24, 2020 Order was issued. The Motion states Plaintiffs incurred a total of  
19 \$17,885 in attorneys' fees as a result of (1) preparing the Fees motion, (2) preparing a reply to  
20 Defendants' opposition to the Fees Motion, and (3) preparing an opposition to Defendants'  
21 largely duplicative motion for reconsideration. (Motion at 6:9-12, 7:1-3.) Fees incurred as a  
22 result of preparing a motion for fees are recoverable. See *Rosenfeld v. United States DOJ*, 903  
23 F. Supp. 2d 859, 878 (N. D. Cal. 2012) ("Plaintiffs may recover attorney's fees for time  
24 reasonably expended on a motion for attorney's fees and costs."). Furthermore, because the fee  
25 award was a sanction for Defendants' attempt to convince the Receiver of their clearly inaccurate  
26 interpretation of the Court's orders, and the motion for reconsideration largely furthered those  
27 inaccurate arguments, the continued arguments, and Plaintiffs' fees incurred to address them, are

1 included by the December 24, 2020 Order's sanction. Accordingly, the Court finds such fees are  
2 recoverable as a general matter.

3 Nevada uses the lodestar formula to determine the appropriate amount of attorney fees.  
4 Hsu v. Clark County, 123 Nev. 625, 636, 173 P.3d 724, 732 (2007). The lodestar formula calls  
5 for the number of hours reasonably spent on the motion to be multiplied by a reasonable hourly  
6 rate. Id. at 637, 173 P.3d at 733.

7 Plaintiffs have provided that their counsel spent a total of 24.6 hours on the Fees Motion  
8 briefing, including preparation of the Fees Motion, researching authority cited in Defendants'  
9 opposition thereto, and preparing a reply in support of the Fees Motion. (Motion at 5:26-6:4.)  
10 Defendants argue Plaintiffs' hours expended are excessive. (Opposition at 9:6-9.) The Court  
11 finds the number of hours expended by Plaintiffs' counsel on the Fees Motion briefing to be  
12 reasonable in light of the procedural history of this case and the issues raised by the Fees Motion  
13 and Defendants' opposition thereto.

14 Plaintiffs have provided that their counsel spent a total of 31.6 hours on their opposition  
15 to Defendants' Motion for Reconsideration. (Motion at 7:1-3.) Defendants, again, argue this  
16 number of hours is excessive and not warranted. (Opposition at 9:9-21.) Although the  
17 Defendants attempt to minimize the complexity of the issues set forth in the Defendants' Motion  
18 for Reconsideration and the necessity to set forth the complex procedural background within  
19 Defendants' opposition thereto, the Court does not agree that the Defendants' Motion for  
20 Reconsideration, nor the Plaintiffs' opposition thereto, was as simplistic as Defendants state.  
21 Instead, the Defendants' Motion for Reconsideration set forth a variety of fallacious legal  
22 arguments and misconstrued the factual and procedural background of this case, therefore  
23 requiring Plaintiffs to expend numerous pages refuting the same. Thus, the Court finds the  
24 number of hours expended by Plaintiffs' counsel on this task reasonable.

25 Defendants also argue that Plaintiffs' time entries are inadequate. (Opposition at 10:17-  
26 11:25.) Defendants argue the entries are "so vaguely generic that the [C]ourt cannot determine  
27 with certainty whether the activities they purport to describe were necessary and reasonable."  
28 (Id. at 11:21-23.) After reviewing the time entries in full, the Court finds the entries are adequate

1 and provide the Court sufficient information to determine that the tasks undertaken by Plaintiffs'  
2 counsel were both necessary and reasonable.

3 Accordingly, the Court finds the number of hours expended by Plaintiffs' counsel on  
4 those tasks for which Plaintiffs seek to recover attorneys' fees were reasonable.

5 Next, Plaintiffs have set forth their counsels' hourly rate. These rates range from \$425 to  
6 \$335 for attorneys and are \$135 for paralegals.<sup>2</sup> (Motion at 6:9-12, 7:1-3.) Defendants do not  
7 appear to dispute the reasonableness of such hourly rates. The Court therefore finds such hourly  
8 rates are reasonable.

9 Under the lodestar formula, the Court finds the hours reportedly spent by Plaintiffs'  
10 counsel and their hourly rates are reasonable, and thus the lodestar award is \$17,885.

11 The Court must next consider the Brunzell factors to determine the appropriateness of the  
12 lodestar amount. Accordingly, to determine whether any adjustments to the lodestar amount are  
13 necessary, the Court must consider:

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

19 Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 455 P.2d 31, 33 (1969). The Court finds all of  
20 these factors weigh against any adjustment to the lodestar amount and in favor of awarding  
21 Plaintiffs the full lodestar amount.

22 First, the Court is acutely aware of the high quality of Plaintiffs' counsel, and thus  
23 concludes this factor is in favor of awarding Plaintiffs the entire lodestar amount.

24 Second, the Court finds the character of the work to be done to be especially important.  
25 The Court's December 24, 2020 Order imposed sanctions upon Defendants for attempting to  
26 mislead the Receiver into accepting a clearly faulty interpretation of the Court's previous orders.

27  
28 <sup>2</sup> Plaintiffs note the hourly fees underwent a routine annual increase, which is why they are different from previous  
fees applications. (Motion at 6, fn.2.)

1 (See Order Granting Clarification, filed December 24, 2020 at 3:17-19 (“The Defendants’  
2 attempt to advance their interpretation of the Court’s orders to the [R]eceiver interfered with the  
3 October Order taking effect and resulted in unnecessarily duplicative litigation. Therefore, the  
4 Court exercises its inherent authority to require the Defendants to pay for the fees the Plaintiffs  
5 were unnecessarily forced to incur in filing the Motion and the Reply.”).) Thus, the time spent in  
6 drafting the Fees Motion – which was ordered by the Court – is certainly important. The  
7 sanction within the December 24, 2020 Order was intended to penalize Defendants’  
8 wrongdoings. If the Court were to limit the Plaintiffs’ recovery of their attorneys’ fees incurred  
9 as a result of Defendants’ wrongdoings, the sanction would have no teeth. Accordingly, the  
10 second factor also weighs in favor of awarding the entire lodestar amount.

11 Third, the work actually performed by Plaintiffs’ counsel is evidenced by the billing  
12 records submitted with the Motion. (Motion at Ex. 1.) Each time entry reflects work which was  
13 necessary and that the individual whose time is reflected dedicated ample skill, time, and  
14 attention to the task at hand. Brunzell, 85 Nev. at 349, 455 P.2d at 33. This factor thus also  
15 weighs in favor of awarding the full lodestar amount.

16 Fourth and finally, the Court must consider the result. The Court finds this factor weighs  
17 in favor of awarding the entire lodestar amount as well. The Court clearly agreed with Plaintiffs’  
18 positions taken in the briefing which resulted in the December 24, 2020 Order imposing  
19 sanctions. (See generally Order Granting Reconsideration, filed December 24, 2020.) Thus,  
20 Plaintiffs have obtained a successful result. This factor weighs in favor of granting the full  
21 lodestar amount to Plaintiffs.

22 The Brunzell factors clearly indicate that the lodestar amount is appropriate and requires  
23 no adjustments. The Court therefore finds an award of the entire lodestar amount is proper.

24 **IT IS HEREBY ORDERED** that Plaintiffs’ Motion is granted in full.

25 **IT IS FURTHER ORDERED** that Defendants shall pay to the Plaintiffs the sum of  
26 \$17,885 within thirty (30) days of this Order.

27 //

28 //

1       **IT IS SO ORDERED.**

2       DATED 12-21-21.



3  
4  
5       SENIOR JUSTICE  
6       Nancy Saitta

7       Submitted by:

8       ROBERTSON, JOHNSON,  
9       MILLER & WILLIAMSON

10      /s/ Jarrad C. Miller

11      Jarrad C. Miller, Esq.  
12      Jonathan Joel Tew, Esq.  
13      Attorneys for Plaintiffs

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2023-07-11 05:13:37 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9768115 : yvilorla

# EXHIBIT Y

1 CODE 3370  
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6 IN THE SECOND JUDICIAL DISTRICT COURT  
7 OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF WASHOE  
8

9 ALBERT THOMAS, individually; et al.,

Case No. CV12-02222

10 Plaintiffs,  
11

Dept. No. 9

12 Vs.

13 MEI-GSR HOLDINGS, LLC, a Nevada Limited Liability  
14 Company; AM-GSR Holdings, LLC, a Nevada Limited  
15 Liability Company; GRAND SIERRA RESORT UNIT  
16 OWNERS' ASSOCIATION, a Nevada Non Profit  
17 Corporation; GAGE VILLAGE COMMERCIAL  
18 DEVELOPMENT, LLC, a Nevada Limited Liability Company;  
19 and, DOES I-X, inclusive,

20 Defendants.  
21 \_\_\_\_\_/

22 **ORDER DISQUALIFYING ALL JUDICIAL OFFICERS OF THE SECOND**  
23 **JUDICIAL DISTRICT COURT**  
24

25 Pursuant to the Nevada Code of Judicial Conduct Rule 2.11, the undersigned concludes  
26 disqualification of all judicial officers in the Second Judicial District Court is necessary in this  
27 matter in order to avoid any appearance of impropriety and to avoid the question of impartiality.  
28

Accordingly, in the interest of justice, and good cause appearing therefore,

IT IS HEREBY ORDERED:

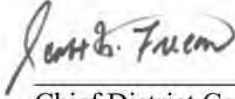
1. All current judicial officers in the Second Judicial District Court are disqualified from acting in this matter; and,

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2. Clerk of the Court Jacqueline Bryant shall coordinate with the Administrative Office of the Courts to request assignment of this matter to Senior Judge Steven Kosach.

**IT IS SO ORDERED.**

Dated: January 21, 2021.



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Chief District Court Judge

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[NONE]

DAVID MCELHINNEY, ESQ. for GAGE VILLAGE COMMERCIAL DEVELOPMENT,  
LLC et al

JONATHAN TEW, ESQ. for D'ARCY NUNN et al

JARRAD MILLER, ESQ. for D'ARCY NUNN et al

G. ROBERTSON, ESQ. for D'ARCY NUNN et al

F. SHARP, ESQ. for RICHARD M TEICHNER

JENNIFER HOSTETLER, ESQ. for GAGE VILLAGE COMMERCIAL DEVELOPMENT,  
LLC et al

STEFANIE SHARP, ESQ. for RICHARD M TEICHNER

## Judicial Assistant

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Alicia L. Lerud  
Clerk of the Court  
Transaction # 9768115 : yvilorla

# EXHIBIT Z

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").<sup>1</sup> 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

<sup>1</sup> 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.<sup>2</sup>

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 NRCF 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.<sup>3</sup> 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 <sup>2</sup> 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 <sup>3</sup> The Court notes, Plaintiffs' counsel also defended their own clients' depositions.

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

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

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

13 The Court finds that the hourly rates identified in the redacted fee agreements<sup>4</sup> are reasonable given  
14 the nature of the litigation and experience of the various timekeepers.<sup>5</sup> The hours that have been  
15 identified in the Motions for Fees are also reasonable especially given the long and tortured  
16 procedural posture of this case. The Court finds that the procedural posture of the case and the  
17 repeated motions filed in this matter did multiply the work needed and does not militate in favor of

18  
19 <sup>4</sup> 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

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

24 <sup>5</sup> Although not included in the fee agreements, the Court finds Mr. Eisenberg's fees to be reasonable in rate, amount and necessary given the  
25 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.<sup>6</sup> 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 \$3,637,682.25<sup>7</sup> as attorneys fees to the Plaintiffs from the Defendants.

<sup>6</sup> 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

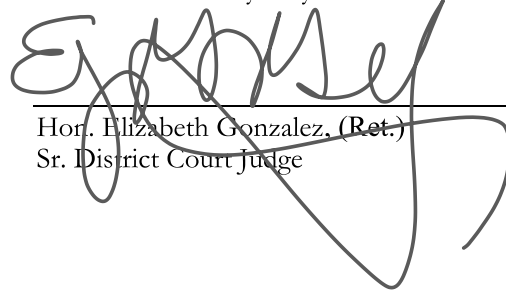
<sup>7</sup> The table below summarizes the calculation:

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.  
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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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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.

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Alicia L. Lerud  
Clerk of the Court  
Transaction # 9768115 : yvilorla

# EXHIBIT AA

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").<sup>1</sup> The Motions to Retax are granted in part<sup>2</sup> 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).

<sup>1</sup> 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.

<sup>2</sup> 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.<sup>3</sup>  
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.

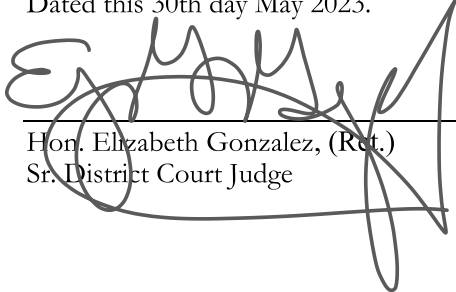
20  
21 Mr. Greene's testimony was critical to both Plaintiffs' liability and damages case. The complex  
22 forensic accounting work done related to the unit rental program and associated expenses assessed  
23 by Defendants was crucial to the Court's determination on compensatory damages. The  
24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

---

26  
27 <sup>3</sup> 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 Hon. Elizabeth Gonzalez, (Ret.)  
12 Sr. District Court Judge  
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DANIEL POLSENBERG, ESQ.  
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ANN HALL, ESQ.  
JAMES PROCTOR, ESQ.  
JORDAN SMITH, ESQ.

Holly W. Krige

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Alicia L. Lerud  
Clerk of the Court  
Transaction # 9768115 : yvilorla

**EXHIBIT BB**

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.

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

Defendants.

Case No. CV12-02222  
Dept. No. OJ41

**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.

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

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

5 2. Against MEI-GSR, AM-GSR, and Gage Village Development, LLC in the amount of  
6 \$4,152,669.13 for the rental of units of owners who had no rental agreement;

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

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

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

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

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

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

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

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

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

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

26 IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted  
27 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	<b>Total .....</b>	<b>\$521,451.45</b>

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 post-judgment interest at the applicable legal rate as provided  
5 by Nevada law until fully satisfied.

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

8 DATED this 29th day of June, 2023.

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13 HON. ELIZABETH GONZALEZ  
14 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 29th 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.

  
\_\_\_\_\_

FILED  
Electronically  
CV12-02222  
2023-07-11 05:13:37 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9768115 : yvilorla

**EXHIBIT CC**

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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.

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.

Case No. CV12-02222  
Dept. No. OJ41

23 **CORRECTED SECOND AMENDED FINAL MONETARY JUDGMENT**  
24

25 This matter having come before the Court for a default prove-up hearing from March 23,  
26 2015 to March 25, 2015, with Findings of Fact and Conclusions of Law and Judgment entered  
27 October 9, 2015, and again before the Court on July 8, 2022 and July 18, 2022 on Plaintiffs'  
28 November 6, 2015 Motion in Support of Punitive Damages Award, with an Order entered on  
January 17, 2023.

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

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

5 2. Against MEI-GSR, AM-GSR, and Gage Village Development, LLC in the amount of  
6 \$4,152,669.13 for the rental of units of owners who had no rental agreement;

7 3. Against MEI-GSR and AM-GSR in the amount of \$1,399,630.44 for discounting owner's  
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9 4. Against MEI-GSR and AM-GSR in the amount of \$31,269.44 for discounted rooms with  
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11 5. Against MEI-GSR and AM-GSR in the amount of \$96,084.96 for "comp'd" or free  
12 rooms;

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

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

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

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

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

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22 Development is jointly and severally liable with MEI-GSR for the sum of \$4,152,669.13 in  
23 compensatory damages, only.

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

26 IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs be given and granted  
27 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  
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3 Pursuant to Plaintiffs' Verified Memorandum of Costs, filed October 16, 2015, Plaintiffs  
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7	Witness Fees .....	\$359.00
8	Service Fees .....	\$525.5
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10	Expert Fees.....	\$456,041.00
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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	<b>Total .....</b>	<b>\$521,723.85</b>

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
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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 post-judgment interest at the applicable legal rate as provided  
5 by Nevada law until fully satisfied.

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

8 DATED this 10th day of July, 2023.

9  
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11   
12 HON. ELIZABETH GONZALEZ  
13 Sr. District Court Judge  
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**CERTIFICATE OF SERVICE**

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

DALE KOTCHKA-ALANES  
DANIEL POLSENBERG, ESQ.  
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ABRAN VIGIL, ESQ.  
JONATHAN TEW, ESQ.  
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JENNIFER HOSTETLER, ESQ.  
ANN HALL, ESQ.  
JAMES PROCTOR, ESQ.  
JORDAN SMITH, ESQ.

  
\_\_\_\_\_

1 **2630**

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 5<sup>th</sup> Floor Executive Offices  
11 2535 Las Vegas Boulevard South  
12 Las Vegas, NV 89109  
13 Tel: (562) 454-9786  
14 [abran.vigil@meruelogroup.com](mailto:abran.vigil@meruelogroup.com)  
15 [ann.hall@meruelogroup.com](mailto:ann.hall@meruelogroup.com)  
16 [david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)

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

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

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

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

15 ALBERT THOMAS, et. al.,

16 Plaintiff(s),

17 v.

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

24 Defendant(s).

Case No. CV12-02222

Dept No. OJ37

**DEFENDANTS' OBJECTIONS TO  
RECEIVER'S SPREADSHEET  
CALCULATION OF NET RENTS TO  
BE PAID TO DEFENDANTS**

25  
26 On Monday, July 24, 2023, the Receiver received from the Defendants, via wire transfer to  
27 the Receiver's account, the gross room revenue and resort fee for Plaintiffs' Units totaling  
28 \$446,687.04. On Thursday, July 27, 2023, the Receiver forwarded a spreadsheet by electronic

1 mail to all counsel entitled, "Calculation of Net Rents Due to Plaintiffs for the Month of June 2023  
2 Using Temporarily Determined Charges for the Three Respective Ranges DUF Charges Based on  
3 the Three Respective Ranges of DUF Charges Used for 2021, for the Combined SFEU (sic) and  
4 HE Charge Based on the Combined Estimated SFUE and HE Charge Used for 2021 and for the  
5 Reserve Charges Based on 75% of the Reserve Charges Used for 2020".<sup>1</sup> In his spreadsheet  
6 calculations the Receiver failed to account for any distributions of the Net Rents due Defendants  
7 as has been ordered by the Court. On July 27, 2023. Defendants' counsel sent an email to the  
8 Receiver's counsel, Ms. Sharp, pointing out the Receiver's failure to account for the net  
9 distribution to Defendant. That same evening Ms. Sharp responded stating that it was her  
10 understanding that the Receiver has those numbers and can provide them and the following day,  
11 on Friday, July 28, 2023 Ms. Sharp disclosed that the amount to go back to Defendants is the  
12 amount of \$135,060.61, which according to Ms. Sharp's email is the gross rents of \$446,687.04  
13 less the net rents payable to Plaintiffs in the amount of \$142,502.47, and less the reserve charges  
14 on the Defendants' units of \$164,942.78 and non-TPOs' units of \$4,181.18.<sup>2</sup> On Sunday, July 30,  
15 2023 Ms. Sharp sent another email notifying counsel that the Plaintiffs need to reimburse the  
16 Defendants for 14.24% of the prior \$135,735 in fees paid to the Receiver and Ms. Sharp's office  
17 that were interpled by Defendants, in the amount of \$19,328.66. Mr. Miller responded stating that  
18 if the position of the Receiver was that Plaintiffs are required to provide the reimbursement at this  
19 time then Plaintiffs request that the \$19,328.66 be taken, not from the Plaintiffs' June gross rents  
20 but instead from the \$270,000 that Defendants deposited with the Receiver on June 9, 2023.  
21 Defendants' counsel responded to Ms. Sharp's email on Monday, July 31, 2023, stating that the  
22 \$19,328.66 should be distributed to Defendants out of the Plaintiffs' June Gross Rents and  
23 reflected on an amended spreadsheet to be distributed by the Receiver.<sup>3</sup>

24 In his spreadsheet calculations the Receiver has made errors and failed to: (1) accurately  
25 calculate one-half of Plaintiffs' share of the DUF; (2) accurately calculate Plaintiffs' SFU and HE

---

26 <sup>1</sup> A true and correct copy of the Receiver's July 27, 2023 spreadsheet calculations of Net Rents Due Plaintiffs is  
27 attached hereto as Exhibit A.

28 <sup>2</sup> A true and correct copy of that email exchange is attached hereto as Exhibit B.

<sup>3</sup> A true and correct copy of that email stream is attached hereto as Exhibit C.

1 obligations owed under the Governing Documents; (3) account for reimbursement to Defendants  
2 of Plaintiffs' portion of the Receiver's Fees previously paid by GSR; (4) account for  
3 reimbursement to GSR of the GSRUOA Special Assessment that was ordered to be reimbursed in  
4 the Court's January 4, 2022 Order Granting Plaintiffs' Motion to Stay Special Assessment; and (5)  
5 account for reimbursement to Defendants of the balance of money owed by Plaintiffs to  
6 Defendants for previously unpaid expenses as defined and required under the Governing  
7 Documents. Pursuant to Court instructions, Defendants are filing this objection to the Receiver's  
8 spreadsheet calculations within three business days of receipt of the Receiver's spreadsheet, and  
9 this Objection is being filed along with a Motion for Order Shortening time.

#### 10 **I. INTRODUCTION**

11 On June 9, 2023, the Court issued its instructions that the amount of gross rents or revenue  
12 for the 95 units beneficially owned by Plaintiffs was to be provided to the Receiver on a monthly  
13 basis after the internal accounting controls by Defendants' Finance Department had been  
14 completed. Within 10 business days of the Receiver's receipt of Plaintiffs' gross rents and  
15 revenue, the Court instructed that the Receiver was to calculate the estimated expenses previously  
16 approved by the Court as set forth in the January 26, 2023 Order filed at 8:31 a.m. and the pro rata  
17 share of expenses of the receivership for the 95 units beneficially owned by the Plaintiffs to be  
18 deducted from the gross rents and forward a spreadsheet to all counsel setting forth his  
19 calculations of the net rents to be paid to each unit owner.<sup>4</sup>

20 In accordance with the Court's June 9<sup>th</sup> instructions, on Friday, July 21, 2023,  
21 GSR's Finance Department completed its internal accounting controls and wired to the  
22 Receiver's account the sum of \$446,687.04 which sum represented the combination of the gross  
23 room revenue for Plaintiffs' former units, (\$357,352.49) and the total gross resort fee collected  
24 for Plaintiffs' former units, (\$89,334.55).<sup>5</sup> Immediately following the wiring of the gross rents  
25 and revenue of Plaintiffs' former units to the Receiver, GSR's Executive Director of Finance and  
26 Accounting, Reed Brady, sent an email to Mr. Teichner setting forth Mr. Brady's calculation of

27 <sup>4</sup> June 9, 2023 hearing rough transcript, pgs. 6-7.

28 <sup>5</sup> Because the money was wired to the Receiver's account late in the afternoon of July 21, 2023, the wired funds did not become available to the Receiver until Monday, July 24, 2023.

1 the portion of the net rents that were to be distributed to GSR by the Receiver.<sup>6</sup> In his email, Mr.

2 Brady outlined the portion of the net rents that are to be distributed to Defendants as follows:

3 ½ of gross revenue	\$223,343.52
4 ½ Estimated DUF using Receiver's calcs.	\$42,039.92
5 Plaintiffs' SFU and HE using Receiver's calcs.	\$24,560.24
6 Plaintiffs' share of Receiver's fees paid by GSR	\$19,328.66
7 UOA Special Assessment not reimbursed to GSR	\$79,532.59
8 Plaintiffs' balance of unpaid expenses due GSR	\$171,705.77
9 <b>TOTAL DUE GSR OUT OF NET RENTS</b>	<b>\$560,510.71</b>

10 The above listed amounts are all true and accurate expenses as calculated by Mr.

11 Brady and all are subject to off-set against the Plaintiffs net rental income and revenue pursuant  
12 to the Governing Documents. (See Declaration of Reed Brady, attached to this Objection as  
13 Exhibit E).

14 **II. OFF-SET OF THE AMOUNTS CALCULATED BY MR. BRADY FROM THE**  
15 **NET RENTS ARE APPROPRIATE AND REQUIRED UNDER THE**  
16 **GOVERNING DOCUMENTS**

17 The Receiver was appointed for the purpose of implementing compliance among all  
18 former condominium units, (collectively, "the Property") with the Governing Documents.<sup>7</sup> (See  
19 1/7/2015 Appointment Order, pg. 1:27-28; 2:1-3). The Governing Documents include the 7<sup>th</sup>  
20 Amended CC&Rs, the Unit Maintenance Agreement and the Unit Rental Agreement. (Id. pg.  
21 2:1-3). The 7<sup>th</sup> Amended CC&Rs set forth the obligations of the unit owners and their personal  
22 liability to pay to the Owner of the Shared Facilities Unit and the Declarant, ("MEI-GSR  
23 Holdings, LLC") the unit owner's proportionate share of the Shared Facilities Expenses and  
24 Hotel Expenses, including reserves. (7<sup>th</sup> Amended CC&Rs, section 6.9(a) and (b); and section

25 \_\_\_\_\_  
26 <sup>6</sup> A copy of Mr. Brady's email to Richard Teichner dated July 21, 2023, is attached hereto as Exhibit D.

27 <sup>7</sup> It remains Defendants' position that the receivership has terminated, neither the Hotel Condominium nor the units  
28 exist any longer and the rights and obligations under the Governing Documents no longer exist for the reasons more  
particularly set forth in Defendants' appeal documents and Defendants' Opposition to Receiver's Motion for  
Instructions to Receiver, filed July 26, 2023. Defendants, by the filing of this Objection, do not waive any of their  
arguments or positions taken in their appeal documents nor in their July 26, 2023 Opposition.

1 6.10(a) and (b), pg. 37-42). (See Declaration of Reed Brady confirming that the 7<sup>th</sup> Amended  
2 CC&Rs reference to Shared Facilities Unit Owner and Declarant are both references to  
3 Defendant, MEI-GSR Holding, LLC. (“MEI-GSR”)). Approximately 40 of the Plaintiff unit  
4 owners have failed to pay their share of the Shared Facilities and Hotel Expenses to MEI-GSR  
5 and, as a result, there is presently due and owing from Plaintiffs to Defendants, the sum of  
6 \$171,705.77 for unpaid expenses called for in the Governing Documents.<sup>8</sup> The express terms of  
7 the Unit Rental Agreement provide that the unit owner’s rent, less the amounts payable by the  
8 unit owner under the CC&Rs for Association assessments and assessments for Shared Facilities  
9 Expenses and Hotel Expenses is what is to be paid to the unit owner. (Unit Rental Agreement, pg.  
10 8, Section 9(c))

11  
12 Further, Section 6 of the Unit Rental Agreement provides in part:

13 6. UNIT COSTS, EXPENSES AND ASSESSMENTS. Owner agrees to pay  
14 all...monthly condominium fees, expenses charged pursuant to the Unit  
Maintenance Agreement and CC&Rs, and any condominium assessments promptly  
15 when due....**In the event that any expenses, fees and/or assessments due  
pursuant to this Section 6 are not paid promptly when due, then the Company  
may, in its sole and absolute discretion and without notice or demand upon  
16 Owner, but shall not be obligated to, either (i) withhold Owner’s Rent (as  
hereinafter defined) until such funds are sufficient to bring the unpaid accounts  
17 current, and if and when sufficient funds are available, offset and apply  
Owner’s Rent (as hereinafter defined) in the possession of the Company to the  
18 payment of any one or more of such unpaid accounts in such order as the  
Company in its sole and absolute discretion may elect; or (ii) terminate this  
19 Agreement upon five (5) days prior written notice to Owner. The Company’s  
decision to apply all or any portion of Owner’s Rent (as hereinafter defined) to  
20 the payment of any expenses, fees and/or assessments pursuant to this Section 6  
shall be made in the Company’s sole and absolute discretion. In no event  
21 whatsoever shall the Company be obligated to apply any Owner’s Rent (as  
hereinafter defined) to the payment of any expenses, fees and/or assessments or to  
22 advance any of its own funds for such purposes. (Unit Rental Agreement, pg. 6,  
Section 6) (emphasis added).**

23  
24  
25  
26 <sup>8</sup> The Court will recall that during the course of the June 6-9, 2023 trial, Defendants paid to the Receiver the  
27 approximate sum of \$275,000, which sum represented the total amount of rental revenue Defendants allegedly owed  
to Plaintiffs using the Receiver’s 2021 fee calculations. It is only just and reasonable that since Defendants paid the  
28 rental revenue allegedly owing Plaintiffs, that the Plaintiffs should in accordance with the Governing Documents, pay  
to Defendants the unpaid expenses they owe Defendants.

1 All of the expenses itemized in Mr. Brady's July 21, 2023 email to Mr. Teichner,  
2 (Exhibit "D" attached hereto) constitute defined expenses that are to be paid out of the Plaintiffs'  
3 Rent in accordance with the Governing Documents. The Receiver should be ordered to correct  
4 his spreadsheet calculations to reflect the off-set of those expenses against Plaintiffs June 2023  
5 gross rents and payment of the same to Defendants.

6  
7 **III. CONCLUSION**

8 Defendants request entry of this Court's Order that the Receiver correct his  
9 spreadsheet calculations and distribution of Plaintiffs' June net rents to reflect those amounts due  
10 Defendants as calculated by Mr. Brady and as more particularly set forth in this Objection and in  
11 Mr. Brady's Declaration that accompanies this Objection.

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

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

16 RESPECTFULLY SUBMITTED this August 1, 2023.

17 /s/ David C. McElhinney, Esq.  
18 ABRAN VIGIL, ESQ.  
19 Nevada Bar No. 7548  
20 ANN HALL, ESQ.  
21 Nevada Bar No. 5447  
22 DAVID C. McELHINNEY, ESQ.  
23 Nevada Bar No. 0033  
24 MERUELO GROUP, LLC  
25 Legal Services Department  
26 5<sup>th</sup> Floor Executive Offices  
27 2535 Las Vegas Boulevard South  
28 Las Vegas, NV 89109  
Attorneys for Defendants

1 1360

2 CERTIFICATE OF SERVICE

3 Pursuant to NRCP 5(b), I certify that I am employed in County of Clark, State of Nevada  
4 and, on this date, August 1, 2023 I deposited for mailing with the United States Postal Service, and  
5 served by electronic mail, a true copy of the attached document addressed to:

6 G. David Robertson, Esq., SBN 1001  
Jarrad C. Miller, Esq., SBN 7093  
7 Jonathan J. Tew, Esq., SBN 11874  
Briana N. Collings, Esq. SBN 14694  
8 ROBERTSON, JOHNSON, MILLER &  
WILLIAMSON  
9 50 West Liberty Street, Suite 600  
Reno, Nevada 89501  
10 Tel: (775) 329-5600  
jon@nvlawyers.com  
11 jarrad@nvlawyers.com  
briana@nvlawyers.com  
12 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  
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Tel: (775) 329-7169  
dsharp@rssblaw.com  
ssharp@rssblaw.com  
Attorneys for the Receiver  
Richard M. Teichner

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

16  
17 Further, I certify that on the August 1, 2023, I electronically filed the foregoing with the  
18 Clerk of the Court electronic filing system, which will send notice of electronic filings to all  
19 persons registered to receive electronic service via the Court's electronic filing and service system.  
20 DATED this August 1, 2023



22 Ilana Godoy

1  
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**INDEX OF EXHIBITS**

A. Receiver’s July 27, 2023 spreadsheet calculations of Net Rents Due Plaintiffs.....1 - 5 pp.

B. Defendant’s Counsel July 27, 2023 Email to Receivership Counsel .....6 - 12 pp.

C. Defendant’s Counsel July 31, 2023 Email to Receivership Counsel ..... 13 - 15 pp.

D. Mr. Reed Brady’s July 21, 2023 Email to Receiver ..... 16 - 17 pp.

E. Declaration of Reed Brady ..... 18 - 19 pp.

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Alicia L. Lerud  
Clerk of the Court  
Transaction # 9807363 : yvilorio

# Exhibit A

## David McElhinney

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**From:** Stefanie Sharp <ssharp@rssblaw.com>  
**Sent:** Thursday, July 27, 2023 3:53 PM  
**To:** Jarrad Miller; Briana Collings; David McElhinney  
**Cc:** Richard Teichner  
**Subject:** Receiver Calculation Plaintiff Net Rents June 2023  
**Attachments:** Plaintiffs' net rents calculated for June 2023.pdf

All: A spreadsheet with the calculation of the plaintiffs' net rents for June of 2023 is attached. Let me know if you have any questions or concerns. Per the court order, the parties have 3 business days to object, which by my calendar is until the end of the day next Tuesday.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street  
Reno, NV 89503  
Phone - 775.329.3151  
Direct Line - 775.236.2380  
Fax - 775.329.7941  
[www.rssblaw.com](http://www.rssblaw.com)

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Calculation of Net Rents Due to Plaintiffs for the Month of June 2023 Using Temporarily Determined Charges for the Three Respective Ranges DUF Charges Based on the Three Respective Ranges of DUF Charges Used for 2021, for the Combined SFUE and HE Charge Based on the Combined Estimated SFUE and HE Charge Used for 2021, and for the Reserve Charges Based on 75% of the Reserve Charges Used for 2020

	A	B	C	D	E	F	G	H	I	J	K	L	M
	Daily Use Fee (DUF) Based on Range of Sq Ft	Number of Rooms Nights	Gross Rent Collected	Daily Use Fee x Room Nights (A x B)	Gross Rent Net of DUF (C - D)	(% of E) One-Half Share of Gross Rent Net of DUF	Addl Revenue If any (DUF)	(% of G) One-Half Share of Addl Revenue (H any)	Net Rent Before Fees	Combined SFUE & HE Per Sq Ft 0.46	Net Rent Before Reserve Fee	Reserve Fee of \$0.576 Per Sq Ft	Net Rent Due to Unit Owner
1706	427	25.60	3,630.48	742.40	2,888.08	1,444.04	1,018.80	509.40	1,553.44	194.63	1,758.81	245.95	1,512.86
1708	427	25.60	3,931.79	768.00	3,163.79	1,581.90	1,018.70	509.35	2,091.25	194.63	1,886.62	245.95	1,650.67
1710	427	25.60	3,862.72	742.40	3,120.32	1,560.16	978.75	489.38	2,049.54	194.63	1,854.91	245.95	1,608.96
1711	427	25.60	3,796.67	742.40	3,054.27	1,527.14	988.75	499.38	2,025.51	194.63	1,831.88	245.95	1,585.93
1714	1340	22.02	4,314.50	550.50	4,364.00	2,182.00	918.85	459.43	2,641.43	610.77	2,030.65	771.84	1,258.81
1715		25.60	2,738.60	768.00	2,738.60	1,369.30	1,038.70	519.35	1,888.65	254.34	2,084.80	321.41	1,888.65
1720	558	25.60	4,367.63	716.80	3,599.63	1,799.82	1,078.65	539.33	2,339.14	194.63	2,128.80	245.95	1,883.37
1728	558	25.60	4,472.47	716.80	3,755.67	1,877.84	1,118.60	559.30	2,437.14	194.63	2,167.26	245.95	1,921.31
1729	427	25.60	3,367.42	742.40	2,625.02	1,312.51	998.75	499.38	2,605.44	254.34	2,351.10	321.41	2,029.70
1730	558	25.60	4,914.58	742.40	4,172.18	2,086.09	1,038.70	519.35	2,283.57	194.63	2,039.23	245.95	1,793.82
1732	558	25.60	4,210.98	742.40	3,468.58	1,734.29	1,098.55	549.28	1,823.13	194.63	1,628.50	245.95	1,382.55
1740	427	25.60	3,889.91	742.40	3,147.51	1,573.76	988.75	499.38	2,144.09	194.63	1,949.46	245.95	1,703.51
1742	427	25.60	4,020.56	691.20	3,329.36	1,664.68	958.50	479.40	2,156.63	610.77	1,545.86	771.84	574.02
1749	1,340	22.02	3,931.12	616.56	2,914.56	1,457.28	998.70	499.35	1,956.63	251.60	2,208.23	317.95	1,890.28
1750		22.02	3,956.11	742.40	3,213.71	1,607.50	1,038.70	519.35	2,126.85	191.44	1,935.41	241.92	1,693.92
1755	552	25.60	3,957.36	742.40	3,214.96	1,607.50	888.85	444.43	1,826.28	251.60	2,077.88	317.95	1,760.33
1756	420	25.60	3,531.70	768.00	2,763.70	1,381.85	998.75	499.38	2,064.85	191.44	1,873.41	241.92	1,631.49
1757	552	25.60	4,733.35	742.40	3,990.95	1,995.48	998.75	499.38	2,235.96	251.60	2,487.56	317.95	2,169.61
1762	420	25.60	3,538.17	768.00	2,770.17	1,385.09	998.75	499.38	1,884.46	191.44	1,693.02	241.92	1,451.10
1763	552	25.60	4,199.86	716.80	3,483.06	1,741.53	988.85	494.43	2,235.96	251.60	1,984.35	317.95	1,666.40
1769	552	25.60	3,814.03	768.00	3,046.03	1,523.02	878.90	439.45	1,962.47	251.60	1,710.86	317.95	1,392.91
1770	420	25.60	3,631.71	742.40	2,889.31	1,444.66	918.85	459.43	1,904.08	191.44	1,712.64	241.92	1,470.72
1773	552	25.60	4,031.79	742.40	3,289.39	1,644.70	1,158.55	579.28	2,223.97	251.60	1,972.37	317.95	1,654.42
1775	420	25.60	3,716.17	742.40	2,973.77	1,491.89	859.05	429.53	1,921.41	191.44	1,729.97	241.92	1,488.05
1778	420	25.60	3,396.91	716.80	2,680.11	1,340.06	958.80	444.43	1,784.48	191.44	1,593.04	241.92	1,351.12
1780	420	25.60	3,735.77	716.80	3,018.97	1,509.49	978.75	459.38	1,998.86	191.44	1,807.42	241.92	1,565.50
1781	420	25.60	3,569.47	716.80	2,852.67	1,426.34	958.80	459.43	1,885.76	191.44	1,694.32	241.92	1,451.10
1790	420	25.60	3,740.61	768.00	2,972.61	1,485.31	958.80	479.40	1,965.71	191.44	1,767.89	249.98	1,517.90
1791	434	25.60	3,740.61	691.20	2,950.64	1,475.32	918.85	459.43	1,834.75	194.63	1,740.12	245.95	1,494.17
1802	427	25.60	3,641.84	716.80	2,925.04	1,459.24	918.85	459.43	1,823.95	194.63	1,629.32	245.95	1,383.37
1803	427	25.60	3,845.84	716.80	3,129.04	1,564.52	918.85	459.43	1,951.06	194.63	1,756.43	245.95	1,510.46
1805	427	25.60	3,300.07	716.80	2,583.27	1,293.64	898.87	449.43	1,703.84	194.63	1,509.21	245.95	1,263.26
1806	427	25.60	3,851.21	742.40	3,108.81	1,554.41	898.87	449.43	2,197.37	254.34	1,943.03	321.41	1,621.53
1822	558	25.60	3,749.43	742.40	3,007.03	1,503.55	439.45	559.25	2,473.43	254.34	2,219.09	321.41	1,897.69
1824	558	25.60	4,516.36	768.00	3,748.36	1,874.18	1,198.50	499.38	1,804.11	194.63	1,998.77	321.41	1,676.36
1826	558	25.60	3,451.85	742.40	2,709.46	1,354.73	898.75	449.38	1,804.11	194.63	1,606.21	245.95	1,360.26
1827	427	25.60	4,039.55	716.80	3,322.75	1,661.38	878.93	439.47	2,100.84	194.63	1,906.21	245.95	1,660.26

1828	558	25.60	29.00	3,779.93	742.40	3,037.53	1,518.77	988.70	499.35	2,018.12	254.34	1,763.78	321.41	1,442.37
1832	558	25.60	30.00	4,600.50	768.00	3,832.50	1,916.25	1,128.50	564.25	2,480.50	254.34	2,226.16	321.41	1,904.76
1837	427	25.60	30.00	4,073.29	768.00	3,305.29	1,552.55	943.80	441.80	2,124.55	194.63	1,929.92	245.95	1,683.97
1838	427	25.60	30.00	4,177.48	768.00	3,409.49	1,704.75	889.00	474.90	2,149.25	194.63	1,954.62	245.95	1,708.67
1845	427	25.60	30.00	3,893.48	768.00	3,125.48	1,562.74	918.65	459.43	2,022.17	194.63	1,827.34	245.95	1,581.99
1847	427	25.60	29.00	2,882.88	742.40	2,140.48	1,070.24	799.10	399.55	1,469.79	194.63	1,275.16	245.95	1,029.21
1865	552	25.60	29.00	4,128.91	742.40	3,386.51	1,693.26	1,158.55	579.28	2,272.53	251.60	2,020.93	317.95	1,702.98
1870	420	25.60	28.00	3,678.37	716.80	2,961.57	1,460.79	1,118.60	559.30	2,048.09	191.44	1,848.65	241.92	1,606.73
1874	420	25.60	29.00	3,801.42	742.40	3,059.02	1,529.51	1,038.70	519.35	2,048.86	191.44	1,857.42	241.92	1,615.90
1886	420	25.60	28.00	3,542.56	716.80	2,825.76	1,412.88	879.00	439.50	1,851.38	191.44	1,660.94	241.92	1,419.02
1902	427	25.60	29.00	3,850.40	742.40	3,108.00	1,554.00	1,148.55	574.28	2,128.28	194.63	1,933.65	245.95	1,687.70
1903	427	25.60	29.00	3,165.20	665.60	2,499.60	1,249.80	848.90	424.45	1,871.25	194.63	1,479.62	245.95	1,233.67
1905	427	25.60	30.00	4,388.89	768.00	3,620.89	1,830.45	1,198.50	599.25	2,400.70	194.63	2,215.07	245.95	1,969.12
1906	427	25.60	30.00	3,811.86	768.00	3,043.86	1,531.93	958.80	479.40	2,001.33	194.63	1,806.70	245.95	1,562.56
1907	427	25.60	29.00	4,210.41	742.40	3,468.01	1,734.01	958.80	479.40	2,213.41	194.63	2,018.78	245.95	1,772.83
1908	427	25.60	28.00	3,646.32	716.80	2,929.32	1,464.76	988.75	499.38	1,964.14	194.63	1,759.51	245.95	1,523.56
1911	598	25.60	27.00	3,983.43	691.20	3,292.23	1,646.12	838.92	429.66	2,075.58	254.34	1,821.24	321.41	1,499.83
1926	558	25.60	26.00	4,072.66	665.60	3,407.06	1,703.53	839.05	419.53	2,125.05	254.34	1,866.72	321.41	1,547.31
1939	427	25.60	28.00	3,171.93	716.80	2,455.13	1,227.57	879.00	439.50	1,667.07	194.63	1,472.44	245.95	1,226.49
1945	427	25.60	29.00	3,375.26	742.40	2,632.86	1,316.43	1,078.65	539.33	1,855.76	194.63	1,661.13	245.95	1,415.18
1961	552	25.60	30.00	4,527.96	768.00	3,759.96	1,879.98	1,178.54	589.27	2,469.25	251.60	2,217.65	317.95	1,899.70
1963	552	25.60	27.00	3,698.37	691.20	3,007.17	1,503.59	918.85	439.45	1,965.01	251.60	1,711.41	317.95	1,393.46
1971	552	25.60	29.00	3,886.05	742.40	3,143.85	1,571.83	958.80	479.40	2,051.23	251.60	1,799.62	317.95	1,461.67
1975	420	25.60	30.00	3,807.53	768.00	3,039.53	1,519.77	1,038.70	519.35	2,039.12	191.44	1,847.68	241.92	1,605.76
1977	420	25.60	27.00	3,375.15	691.20	2,683.95	1,341.86	958.80	479.40	1,821.38	191.44	1,629.94	241.92	1,388.02
2044	427	25.60	27.00	3,415.87	691.20	2,724.67	1,362.34	878.90	439.45	1,801.79	194.63	1,507.16	245.95	1,361.21
2055	552	25.60	26.00	3,756.41	665.60	3,090.81	1,545.41	878.90	439.45	1,984.88	251.60	1,733.25	317.95	1,415.30
2059	552	25.60	24.00	3,281.85	614.40	2,667.45	1,333.73	859.05	429.53	1,763.25	251.60	1,511.65	317.95	1,193.70
2063	552	25.60	25.00	3,788.35	640.00	3,148.35	1,574.18	863.90	431.95	2,006.13	251.60	1,754.52	317.95	1,436.57
2065	552	25.60	25.00	3,683.66	640.00	3,043.66	1,521.83	798.05	399.53	1,821.36	251.60	1,669.75	317.95	1,351.80
2068	420	25.60	30.00	3,247.20	768.00	2,479.20	1,239.80	779.15	389.59	1,629.18	191.44	1,437.74	241.92	1,195.82
2075	420	25.60	29.00	3,743.73	742.40	3,001.33	1,500.67	819.10	409.55	1,910.22	191.44	1,718.78	241.92	1,476.86
2076	420	25.60	30.00	3,458.38	768.00	2,690.38	1,345.19	908.95	454.48	1,799.67	191.44	1,608.23	241.92	1,366.31
2087	420	25.60	30.00	3,557.54	768.00	2,789.54	1,394.77	998.70	499.35	1,894.12	191.44	1,702.68	241.92	1,460.76
2104	427	25.60	30.00	3,302.95	768.00	2,534.95	1,267.46	1,038.65	519.33	1,786.80	194.63	1,592.17	245.95	1,346.22
2157	552	25.60	27.00	3,836.04	691.20	3,144.84	1,572.42	908.80	454.40	2,026.82	251.60	1,775.22	317.95	1,457.27
2165	552	25.60	28.00	4,110.00	716.80	3,393.20	1,696.60	958.80	479.40	2,176.00	251.60	1,924.40	317.95	1,606.45
2167	552	25.60	27.00	3,586.75	691.20	2,895.55	1,447.78	958.80	479.40	1,927.18	251.60	1,675.57	317.95	1,357.62
2169	552	25.60	27.00	4,003.70	691.20	3,312.50	1,656.25	958.80	479.33	2,135.58	251.60	1,883.97	317.95	1,566.02
2179	420	25.60	30.00	3,539.30	768.00	2,771.30	1,385.65	998.75	499.38	1,885.03	191.44	1,693.59	241.92	1,451.67
2181	420	25.60	28.00	3,539.30	716.80	2,771.30	1,385.65	888.85	444.43	1,717.77	191.44	1,506.33	241.92	1,284.16
2189	420	25.60	29.00	3,302.38	742.40	2,559.88	1,279.93	789.05	394.53	1,674.52	191.44	1,483.06	317.95	1,241.16
2261	552	25.60	30.00	3,774.59	768.00	3,066.59	1,503.30	878.00	439.50	1,942.80	251.60	1,691.19	317.95	1,375.24
2275	420	25.60	26.00	3,549.29	665.60	2,883.69	1,441.85	908.95	454.48	1,896.32	191.44	1,704.88	241.92	1,462.96
2279	420	25.60	31.00	3,751.14	793.60	2,927.14	1,478.77	918.80	459.40	1,901.93	191.44	1,768.73	241.92	1,504.81
2283	420	25.60	26.00	3,349.35	665.60	2,633.76	1,341.88	719.10	359.55	1,701.43	191.44	1,509.99	241.92	1,268.07
2326	558	25.60	29.00	3,006.85	742.40	2,864.45	1,432.23	539.46	269.73	1,701.96	254.34	1,467.62	321.41	1,126.21
2328	558	25.60	28.00	3,568.36	716.80	2,815.36	1,432.23	1,063.73	531.88	1,957.66	254.34	1,703.32	321.41	1,381.91
2337	427	25.60	26.00	3,525.15	665.60	2,859.55	1,429.78	958.90	479.45	1,909.23	194.63	1,714.60	245.95	1,468.65

SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	
HENDERSON, WILLIAM A & CHRISTINE	
YIN, DOMINIC	
MIVAMOTO/DELEON, WAM, BENTON	
TOM TRUST, GARRET & ANITA	
PEDERSON, ROBERT & LOU ANN	
RICHE, KENNETH & MAXINE	
QUINN, JEFFREY & BARBARA	
KAPLAN, TIMOTHY	
NADINE'S REAL ESTATE	
ALEXANDER LIVING TRUST, MARIE ANN	
TOM TRUST, GARRET BANITA	
LEE FAMILY TRUST	
CONDOTEL 1906 LLC, (MGR PHAM, JACQUELINE)	
LEE FAMILY TRUST	
CHEAH, PETER & ELISA	
CHEAH, MELVIN	
CAMERON, GREGORY & ROBIN	
SHEN, DI	
KOSICK, MARY	
PEDERSON, ROBERT & LOU ANN	
DUNLAP, JOHN & JANE	
VANDERBOKKE, LEE & MADELYN	
RICHE, KENNETH & MAXINE	
QUINN, JEFFREY	
BROWNE, GUY	
KOSICK, MARY	
PIOPPELLE FAMILY TRUST, JEFFREY	
SILUSCAPE INC	
ALEXANDER LIVING TRUST, MARIE ANN	
KOSICK, MARY	
HAY, BARRY	
TORABKHAN, FARHAD & TAVAKOL, SAHAR	
LUTZ, RICHARD/SANDRA	
CHANDLER, NORMAN	
LINGGREN, DARLEEN	
JL & YL HOLDINGS	
HURLEY, MICHAEL	
M B Y HOLDINGS	
PARKER, SUZANNE & LOREN	
WINDHORST TRUST, DUANE H & MARILYN	
SON, KWANG SOON	
PEDERSON, ROBERT R & LOU ANN	
SHAMIEH, ELIAS & EMAN	
CHOI, KI NAM & YOUNG JA	
YOO, KUK HYUN & SANG YOON	
WEISS FAMILY TRUST, HENE	
FISH, FREDERICK DR USA	
IZADY/AVASHEH MICHAEL/ANAHD	

2345	427	25.60	25.00	4,327.14	742.40	3,484.74	1,742.37	958.95	479.48	2,221.85	194.63	2,027.22	245.55	1,781.27
2347	427	25.60	27.00	3,385.92	691.20	2,694.72	1,347.35	988.90	494.45	1,841.81	194.63	1,647.18	245.55	1,401.23
2357	552	25.60	25.00	2,668.38	640.00	2,228.38	1,114.19	719.05	355.53	1,473.72	251.60	1,222.11	317.95	902.16
2359	552	25.60	28.00	3,505.48	665.60	2,839.88	1,419.94	1,088.70	519.35	1,938.28	251.60	1,687.69	317.95	1,369.74
2365	552	25.60	28.00	3,807.80	716.80	3,091.00	1,545.50	898.89	449.45	1,994.95	251.60	1,743.34	317.95	1,425.39
2371	552	25.60	27.00	3,211.42	691.20	2,520.22	1,260.31	759.15	379.58	1,639.89	251.60	1,388.28	317.95	1,070.33
2385	420	25.60	27.00	4,171.74	691.20	3,480.54	1,740.27	878.90	439.45	2,179.72	191.44	1,988.28	241.92	1,746.36
2389	420	25.60	28.00	3,144.85	665.60	2,479.25	1,239.63	799.00	399.50	1,639.13	191.44	1,447.89	241.92	1,205.77
2475	420	25.60	28.00	3,965.32	665.60	3,299.72	1,648.85	719.24	359.62	2,009.48	191.44	1,818.04	241.92	1,576.12
TOTALS				357,352.49	67,138.26	790,214.23	145,107.12	85,334.55	44,667.28	129,774.39	20,882.48	158,891.91	26,388.44	142,502.47

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Clerk of the Court  
Transaction # 9807363 : yvilorla

# Exhibit B

## David McElhinney

---

**From:** Stefanie Sharp <ssharp@rssblaw.com>  
**Sent:** Friday, July 28, 2023 2:53 PM  
**To:** Briana Collings; David McElhinney; Jarrad Miller  
**Cc:** Richard Teichner; Reed Brady  
**Subject:** June - Defendant Calculations  
**Attachments:** Non Plaintiff June 2023 Reserves.pdf; Estimated reserve charges of Defendants for June 2023.pdf

Counsel:

The amount to go back to Defendants is the gross rents wired by Defendants in the amount of \$446,687.04, less the net rents payable to the Plaintiffs of \$142,502.47, and less the reserve charges on the Defendants' units of \$164,942.78, and non-TPOs' units of \$4,181.18 which equals \$135,060.61.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street  
Reno, NV 89503  
Phone - 775.329.3151  
Direct Line - 775.236.2380  
Fax - 775.329.7941  
[www.rssblaw.com](http://www.rssblaw.com)

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**From:** Briana Collings <briana@nvlawyers.com>  
**Sent:** Friday, July 28, 2023 8:59 AM  
**To:** David McElhinney <David.McElhinney@meruelogroup.com>; Stefanie Sharp <ssharp@rssblaw.com>; Jarrad Miller <jarrad@nvlawyers.com>  
**Cc:** Richard Teichner <accountingforensics@gmail.com>; Reed Brady <Reed.Brady@GrandSierraResort.com>  
**Subject:** RE: Receiver Calculation Plaintiff Net Rents June 2023

Great, thank you for confirming that!

Briana N. Collings, Esq.  
Robertson, Johnson, Miller & Williamson  
50 West Liberty Street, Suite 600  
Reno, Nevada 89501  
Telephone: (775) 329-5600 / (775) 342-9945  
Facsimile: (775) 348-8300  
Email: [briana@nvlawyers.com](mailto:briana@nvlawyers.com)  
Please visit our Website at: [www.nvlawyers.com](http://www.nvlawyers.com)

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**From:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>  
**Sent:** Friday, July 28, 2023 8:58 AM  
**To:** Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>; Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>  
**Cc:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Subject:** RE: Receiver Calculation Plaintiff Net Rents June 2023

I agree with you Brie. The 3 business days to object to calculations should not begin until we receive all calculations, including the portion of the Plaintiffs' gross rents that the Receiver is paying to Defendants. David



**David McElhinney**  
Associate General Counsel  
o: 775.789.5330  
c: 562.413.8528  
[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)

**From:** Briana Collings [<mailto:briana@nvlawyers.com>]  
**Sent:** Friday, July 28, 2023 8:54 AM  
**To:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>  
**Cc:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Subject:** RE: Receiver Calculation Plaintiff Net Rents June 2023

The June 9 and corresponding recent order state that the Receiver's spreadsheet is to calculate "the net rents to be paid to each unit owner, including those entities affiliated with the Defendants," so I agree with David's request. (Order Modifying March 14, 2023 Order, filed July 17, 2023 at 2:18-20.)

It also seems like the three business days to object to the calculations we received yesterday should not begin until we receive the further calculations. Can we agree to that?

---

Briana N. Collings, Esq.  
Robertson, Johnson, Miller & Williamson  
50 West Liberty Street, Suite 600  
Reno, Nevada 89501  
Telephone: (775) 329-5600 / (775) 342-9945  
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Email: [briana@nvlawyers.com](mailto:briana@nvlawyers.com)  
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**From:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>  
**Sent:** Thursday, July 27, 2023 5:46 PM  
**To:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>  
**Cc:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Subject:** RE: Receiver Calculation Plaintiff Net Rents June 2023

Will do.

The Receiver is copied on this email, so he is aware of your request.

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street  
Reno, NV 89503

Phone - 775.329.3151  
Direct Line - 775.236.2380  
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**From:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>  
**Sent:** Thursday, July 27, 2023 5:43 PM  
**To:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>  
**Cc:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Subject:** RE: Receiver Calculation Plaintiff Net Rents June 2023

We really need to receive those numbers so we know what objections we may have, if any, to his calculations. Please have him to provide that information to us as soon as possible. Thank you, David



**David McElhinney**  
Associate General Counsel  
o: 775.789.5330  
c: 562.413.8528  
[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)

**From:** Stefanie Sharp [<mailto:ssharp@rssblaw.com>]  
**Sent:** Thursday, July 27, 2023 5:40 PM  
**To:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>  
**Cc:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Subject:** RE: Receiver Calculation Plaintiff Net Rents June 2023

My understanding is that the Receiver has those numbers and can provide them.

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

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**From:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>  
**Sent:** Thursday, July 27, 2023 5:36 PM  
**To:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>  
**Cc:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Subject:** RE: Receiver Calculation Plaintiff Net Rents June 2023

I am not an accountant so I may be missing something but is there a spreadsheet calculation coming from the Receiver showing what portion of the gross rent is coming back to Defendants for their half of the rent and costs per the Governing Documents? David



**David McElhinney**  
Associate General Counsel  
o:775.789.5330  
c:562.413.8528  
[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)

**From:** Stefanie Sharp [<mailto:ssharp@rssblaw.com>]  
**Sent:** Thursday, July 27, 2023 3:53 PM  
**To:** Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>; David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>  
**Cc:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>  
**Subject:** Receiver Calculation Plaintiff Net Rents June 2023

All: A spreadsheet with the calculation of the plaintiffs' net rents for June of 2023 is attached. Let me know if you have any questions or concerns. Per the court order, the parties have 3 business days to object, which by my calendar is until the end of the day next Tuesday.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street  
Reno, NY 89503  
Phone - 775.329.3151  
Direct Line - 775.236.2380  
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# Exhibit C

## David McElhinney

---

**From:** Jarrad Miller <jarrad@nvlawyers.com>  
**Sent:** Monday, July 31, 2023 9:47 AM  
**To:** David McElhinney; Stefanie Sharp; Briana Collings  
**Subject:** RE: GSR - Plaintiff Reimbursement : \$135,735 Paid

If it is the position of the Receiver that Plaintiffs are required to provide the reimbursement at this time. Plaintiffs respectfully request that the \$19,328.66 be taken from the approximately \$270,000 deposited with the receiver on the last day of the MOSC trial so that Plaintiffs will receive the full \$135,735 for June rents.

Best regards,

Jarrad C. Miller, Esq.

Robertson, Johnson, Miller & Williamson

50 West Liberty Street, Suite 600

Reno, NV 89501

Telephone: (775) 329-5600

Facsimile: (775) 348-8300

Email: [JARRAD@NVLAWYERS.COM](mailto:JARRAD@NVLAWYERS.COM)

Website: [www.nvlawyers.com](http://www.nvlawyers.com)

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**From:** David McElhinney <David.McElhinney@meruelogroup.com>  
**Sent:** Monday, July 31, 2023 9:42 AM  
**To:** Stefanie Sharp <ssharp@rssblaw.com>; Jarrad Miller <jarrad@nvlawyers.com>; Briana Collings <briana@nvlawyers.com>  
**Cc:** Reed Brady <Reed.Brady@GrandSierraResort.com>  
**Subject:** RE: GSR - Plaintiff Reimbursement : \$135,735 Paid

Plaintiffs are, by court order, responsible for the payment of 14.24% of the Receiver's fees. Defendants payment to the Receiver and Ms. Sharp's office in the amount of \$135,735 represented payment of 100% of their outstanding fees, 14.24% of which was the obligation of Plaintiffs. Defendants request that they be reimbursed the sum of \$19,328.66 out of the Plaintiffs' June Gross Rents. David



**David McElhinney**  
Associate General Counsel  
o: 775.789.5330  
c: 562.413.8528  
[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)

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

**Sent:** Sunday, July 30, 2023 12:13 PM

**To:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>

**Subject:** GSR - Plaintiff Reimbursement : \$135,735 Paid

Counsel: The Receiver wanted me to advise you that the Plaintiffs need to reimburse the Defendants for 14.24% of the prior \$135,735 in fees paid to the Receiver and our office, which is \$19,328.66. As you recall, the Defendants interplead those funds with the Court.

I don't know how you want to handle this, so after you decide, just let me know.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street  
Reno, NV 89503  
Phone - 775.329.3151  
Direct Line - 775.236.2380  
Fax - 775.329.7941  
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# Exhibit D

## David McElhinney

**From:** Reed Brady <Reed.Brady@GrandSierraResort.com>  
**Sent:** Friday, July 21, 2023 5:49 PM  
**To:** Richard Teichner  
**Cc:** 'Stefanie Sharp'; David McElhinney; Reed Brady  
**Subject:** June 2023 Gross Plaintiff Revenues  
**Attachments:** 0623 Condo Plaintiffs Wire Backup.xlsx

Mr. Teichner

The June Gross Revenues for the plaintiffs have been wired (Confirmation below). Please see attached for backup. Below is the breakdown and what we anticipate to get back from you. Remember that in March we officially terminated the condominium hotel and therefore have not been charging or collecting the reserves from TPO's or GSR so that should not be withheld from our monies that we are owed.

### June 2023 Wire Backup

	Total	Notes
Total Gross Room Revenue		(357,352.49) Includes 100% Plaintiff Room Revenue
Total Gross Resort Fee		(89,334.55) Includes 100% Plaintiff Resort Fee
Total Gross Revenues Due to Reciever		(446,687.04)

### Estimated Amount Due from Receiver UOA

1/2 of gross revenue	223,343.52	1/2 of gross revenues wired to reciever
1/2 Estimated Plaintiff DUF (Est \$31.37 per occ room)	42,039.92	Used 2021 Teichners #'s and increased the
Est Plaintiff SFU and Hotel Expenses (Est \$258.53 per condo)	24,560.24	Used 2021 Teichners #'s and increased the
Plaintiff Portion of Receiver Fees Paid by GSR	19,328.66	GSR paid Recivers and his legal counsel b
GSR UOA Special Assessment 7/26/21	79,532.59	Court Order to be paid back but never wa
Plaintiff Balance Due to GSR as of 5/31/23	171,705.77	40 Plaintiffs that owe GSR money as of 5/
Estimated Amount due back to GSR	560,510.71	

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# Exhibit E

**DECLARATION OF REED BRADY IN SUPPORT OF DEFENDANTS'**  
**OBJECTIONS TO RECEIVER'S SPREADSHEET CALCULATION OF NET RENTS**  
**TO BE PAID TO DEFENDANTS**

I, Reed Brady, declare and state as follows:

1. I am the Executive Director of Finance and Accounting for the Grand Sierra Resort.
2. I have personal knowledge of the facts set forth below, except for those which I have described as being based on information and belief, and as to those matters I believe them to be true. If called as a witness, I could and would competently testify as follows.
3. I am making this declaration in support of Defendants' Objections to Receiver's Spreadsheet Calculation of Net Rents to be Paid to Defendants. ("Objection")
4. On Friday, July 21, 2023, upon completion of GSR's Finance Department's internal accounting controls, I wired the amount of \$446,687.04 directly to the Receiver's account which represented the combined sum of \$357,352.49 in total gross room revenue for the Plaintiffs former units and \$89,334.55 in total gross resort fees collected for Plaintiffs former units.
5. Following the wiring of the gross rents and revenue to the Receiver, on the afternoon of July 21, 2023 I sent an email to Mr. Teichner setting forth my calculations of what portion of the Plaintiffs' net rental and revenue income should be allocated and sent to Defendants. A true and correct copy of my July 21, 2023 email to Mr. Teichner is attached to the Objection as Exhibit A. The email reflects my good faith calculations and best estimates of what I regard to be due and owing to Defendants and the amounts that should be properly off-set against the Plaintiffs' net rental and revenue income and paid to Defendants.
6. Mr. Teichner did not respond to my July 21, 2023 email and I was hopeful he was in agreement and that his spreadsheet would reflect this same distribution of the net rental and revenue income as I had proposed in my July 21, 2023 email.
7. On July 27, 2023, I received a copy of Mr. Teichner's spreadsheet setting forth his calculations of the net rents to be paid to each unit owner. It is apparent that he rejected

most, if not all of my calculations and I believe his calculations are in violation of the Governing Documents and in dereliction of his duty to implement and enforce the terms of the Governing Documents.

8. I believe that from a fair reading of the Governing Documents, and in particular the sections of the 7<sup>th</sup> Amended CC&Rs and Unit Rental Agreement cited in the Objection, that the categories of expenses and amount of those expenses outlined in my July 21<sup>st</sup> email to Mr. Teichner should be offset against the net rental and revenue income and paid to Defendants.
9. Just as one example, the Receiver, in his spreadsheet calculations is using 2021 budgeted numbers for his DUF, SFUE and HE calculations. This is in direct violation of the Governing Documents, and in particular the 7<sup>th</sup> Amended CC&Rs, Sections 6.9 and 6.10, pg. 37-41, that set forth in detail how the budgets for SFUE and HE are to be calculated. The Receiver is required to use October 2021 through September 2022 actual expenses to calculate the 2023 budgeted SFUE and HE. Additionally, the Unit Maintenance Agreement dictates that once a year the Company may adjust the DUF to reflect actual changes in the cost of providing services provided that any such increase to the DUF cannot exceed 7% per year without the Owner's written consent, (Unit Maintenance Agreement, paragraph 16(b), pgs. 7-8). The Receiver, in his spreadsheet calculations has chosen to ignore these provisions of Governing Documents and by using 2021 expense calculations, he is coming nowhere close to covering GSR's 2023 actual expenses for the DUF, SFU and Hotel expenses. The Receiver should be instructed to recalculate the DUF, SFUE and HE in accordance with the Governing Documents.

I declare under penalty of perjury under the laws of the State of Nevada that all of the foregoing is true and correct. Executed on July 31, 2023 in Reno, Nevada

A handwritten signature in black ink, appearing to read 'Reed Brady', written over a horizontal line.

Reed Brady

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10 Attorneys for Plaintiffs  
11

12 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
13 **IN AND FOR THE COUNTY OF WASHOE**  
14

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

16 Plaintiffs,

17 vs.

Case No. CV12-02222  
Dept. No. OJ41

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

23 Defendants.  
24

25 **OPPOSITION TO DEFENDANTS' OBJECTIONS TO RECEIVER'S SPREADSHEET**  
**CALCULATION OF NET RENTS TO BE PAID TO DEFENDANTS**

26 COME NOW, Plaintiffs, by and through their attorneys of record, the law firm of  
27 Robertson, Johnson, Miller & Williamson, and hereby file this Opposition to Defendants'  
28 Objections to Receiver's Spreadsheet Calculation of Net Rents to be Paid to Defendants

Robertson, Johnson,  
Miller & Williamson  
50 West Liberty Street,  
Suite 600  
Reno, Nevada 89501

1 (“Opposition”). This Opposition is based upon the below memorandum of points and  
2 authorities, all exhibits attached thereto, all papers and pleadings on file herein, and any oral  
3 argument the Court desires to hear.

4 DATED this 3<sup>rd</sup> day of August, 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 Defendants object to the Receiver's calculations of June net rents by asserting the Court-  
4 approved fees, that the Court directed the Receiver to use, must be increased and that Defendants  
5 are entitled to "off-set of the amounts calculated by Mr. Brady" for expenses allegedly incurred  
6 prior to June 1, 2023. Both of these arguments fly in the face of the Court's simple instructions,  
7 previous orders, and logic.

8 In actuality, after a four-day hearing, the Court issued instructions that allow Plaintiffs to  
9 receive those amounts their units earn on a monthly basis beginning with June 2023 and going  
10 forward until the units are sold, while preserving the larger accounting to be completed by the  
11 Receiver from January 2020 forward. This plan appreciates the reality that Defendants have held  
12 nearly every penny of gross rents earned by *all* the parties' units since January 2020—save a  
13 nominal amount (in relation to the overall amount) which was deposited with the Receiver at the  
14 conclusion of the MOSC trial in order to avoid an additional finding of contempt. The Court's  
15 plan essentially provides a dividing point between past rental proceeds and expenses which still  
16 need to be accounted for by the Receiver, and future proceeds and expenses, with the dividing  
17 line being May 31, 2023. Defendants attempt now to blur, if not wholly erase, that dividing line  
18 such that Defendants can continue to hold all proceeds (i.e., Defendants want to include certain  
19 expenses that occurred prior to May 31, 2023, without factoring in the Plaintiffs' rents prior to  
20 May 31, 2023, which have been wrongfully withheld). The result desired by the Defendants  
21 would render the Court's recent instruction a meaningless waste of time.

22 In fact, Defendants *again* push the limits of sanctionable conduct with their objection by  
23 making these frivolous arguments which appear to be intended only to delay and needlessly  
24 increase litigation expenses. To that same end, Defendants' Exhibit D demonstrates another  
25 (luckily) failed attempt to manipulate the Receiver into violating the Court's clear and  
26 unambiguous instructions. Defendants' attempt to manipulate the Receiver concerns  
27 unauthorized increases to the Receiver's approved calculations and the inclusion of past  
28 expenses to make it so Plaintiffs somehow owe money to Defendants while Defendants keep all

1 of the revenue earned by Plaintiffs' units. Not only are such fee increases and off-sets absurd  
2 and a violation of the Court's clear instructions, it is unjust because it allows Defendants to  
3 continue holding all of the funds earned from the parties' units—despite the reality that Plaintiffs  
4 are owed substantial back due rents under the Receiver's calculations just through 2021 (the  
5 Defendants have appealed and, thus, stopped payment of those rents).

6 It cannot be overstated that Defendants have kept nearly all of Plaintiffs' rents going back  
7 to January 2020, financially devastating some of the Plaintiffs. Indeed, gross rents for June alone  
8 were \$446,687.04, so over three years' gross rents represents a substantial amount of funds that  
9 have been wrongfully withheld by Defendants in order to cripple Plaintiffs in this litigation.  
10 Defendants' attempted coercion of Plaintiffs by withholding such funds simply cannot continue.  
11 Accordingly, the Court should promptly deny Defendants' objection so the Receiver can finally,  
12 after years of delay, issue a single month's rent to Plaintiffs and, hopefully, continue doing so for  
13 each subsequent month thereafter until the units are sold.

## 14 **II. FACTUAL BACKGROUND**

15 On January 7, 2015, the Court issued the Order Appointing Receiver and Directing  
16 Defendants' Compliance ("Appointment Order") which charges the Receiver with implementing  
17 compliance with the Governing Documents. Under the Appointment Order, rents generated  
18 from Plaintiffs' units from the date of the Court's Findings of Fact, Conclusions of Law and  
19 Judgment, filed October 9, 2015, were paid to Plaintiffs by applying the then-Receiver's  
20 calculated fees. (See generally Appointment Order; Receiver's Report re GSRUOA for the  
21 Period from September 1 through September 30, 2019, filed October 7, 2019 at 5.) This  
22 continued until January of 2020. Thus, as a result of the Receiver implementing the  
23 Appointment Order and Governing Documents between 2015 and the end of 2019, Plaintiffs  
24 collectively received millions of dollars in rents from their units.

25 In January 2020, however, the receivership went completely off the rails when new  
26 Defendant-driven fee calculations were applied that blatantly violated the Governing Documents.  
27 (See Order Granting Motion for Instructions to Receiver, filed October 12, 2020 at 3:24-27,  
28 "After reviewing the UMA and considering the Receiver's testimony, it is clear the DUF in its

1 current form impermissibly includes unauthorized, extraneous items”; Order Granting Motion  
2 for Clarification, filed December 24, 2020 at 3:11-12, “The Court reiterates that the Receiver  
3 may not charge expenses to the Plaintiffs that are not specifically provided for in the Governing  
4 Documents.”) These new, improper fees prompted a slew of motion practice and delay, some of  
5 which unfortunately was not decided until recently due to judicial turnover.

6 While the various motions relating to the improper fees were pending, Defendants’  
7 actions, including, but not limited to: (1) stopping the Receiver’s work by refusing to turn over  
8 any rents, and thus the source of payment to the Receiver, (2) funding a campaign to oust the  
9 then-sitting judge, (3) being sanctioned for attempting to manipulate the Receiver, (4) causing  
10 delay at every turn, and (5) proceeding in violation of Court orders, resulted in Plaintiffs not  
11 receiving a single penny of their rental proceeds—even under Defendants’ absurdly lopsided  
12 calculations. It was not until March 27, 2023, that the Court issued an order finally requiring  
13 Defendants to turn over rental proceeds going forward to the Receiver. (Order, filed March 27,  
14 2023.) Defendants still have the benefit of holding years of Plaintiffs’ rents, and this motion  
15 practice is, unfortunately, only a means to address Plaintiffs’ rents from June 2023 forward.

16 Indeed, the Court ordered Defendants to turn over amounts which were *conservatively*  
17 calculated by the Receiver which demonstrate that for 2020 and 2021, Plaintiffs were owed at  
18 least \$1,103,950.99 in rents. (See Order, filed May 23, 2023 and Receiver’s Omnibus Reply to  
19 the Parties Oppositions to the Receiver’s Motion for Orders & Instructions, filed December 19,  
20 2022 at 4-5.) Defendants have utterly refused to turn over a single cent of this conservatively  
21 estimated figure, and instead have appealed the Court’s order requiring such payment and posted  
22 a bond. Thus, yet again, Plaintiffs received nothing for the rental of their properties, despite their  
23 units clearly turning a profit.

24 On June 9, 2023, the Court crafted instructions to the Receiver and ordered, regardless of  
25 what occurred from January of 2020 to May of 2023, which must be accounted for, the  
26 receivership would recommence the *basic function* of timely paying monthly rents owed to  
27 Plaintiffs going forward, stopping the injustice wherein Defendants misappropriate the rents each  
28 and every month—which is a clear attempt to financially starve the Plaintiffs to defeat.

Specifically, the Court ordered:

The amount of gross rents or revenue for the 95 units beneficially owned by the Plaintiffs will be provided to the Receiver on a monthly basis after the internal accounting controls by Defendants' Finance Department have been completed.

**Within 10 business days of receipt, the Receiver will calculate the estimated expenses previously approved by the Court as set forth in the January 26, 2023, order filed at 8:31 a.m. and the pro rata share of expenses of the receivership for the 95 units beneficially owned by the Plaintiffs to be deducted from the gross rents and forward a spreadsheet to all counsel by electronic mail calculating the net rents to be paid to each unit owner, including those entities affiliated with the Defendants.**

Any objection to the calculation of the net rents to be paid to each unit owner shall be filed within three business days with an Application for Order Shortening Time concurrently submitted to the Court. If no objection is filed, or after a ruling by the Court on any objection, the net rents will be distributed for the 95 units beneficially owned by Plaintiffs.

Defendants will forward the pro rata share of expenses of the receivership for the 95 units beneficially owned by Plaintiffs after deduction from the gross rents of the 95 units beneficially owned by Plaintiffs. If the Receiver and MEI-GSR finance agree, the Receiver may provide the spreadsheet with net rents to be paid to each unit owner, including those entities affiliated with the Defendants. Defendants may then process those payments.

If the Receiver and MEI-GSR finance do not agree to the Defendants processing the payments, the Receiver shall process those payments and charge that work as expense of the receivership estate. **The Court upon application of the parties will true up the actual expenses prior to the wind-up of the receivership.**

(Order Modifying March 14, 2023 Order re Continued Rental of the Parties' Units Until Sale, filed July 17, 2023 ("June 9 Instructions") at 2:12-3:6, emphasis supplied.<sup>1</sup>) For June 2023 alone, the gross rents were \$446,697.04.<sup>2</sup> Again, it cannot be forgotten that Defendants have kept nearly all of the gross rents for Plaintiffs' units going back to January 2020—only approximately \$274,000 of Plaintiffs' net rents has been turned over to the Receiver (at the end of the MOSC trial, but this was done solely to prevent another finding of contempt).

<sup>1</sup> To simplify the process, it has been agreed that if the Court approves the Receiver's calculations for the June rents by overruling the Objection, the Receiver will issue one check to Plaintiffs' counsel for all of the net rents owed to Plaintiffs.

<sup>2</sup> The Daily Resort Fee charged by the Defendants is not provided for under the Governing Documents and is accordingly treated as room revenue. (See Order Granting Motion for Instructions to Receiver, filed May 24, 2019 at 4:6-7, "The Court will also instruct the Receiver to prohibit the assessment of the [Daily Resort Fee] against Plaintiff-owned units.")

1 As to those rents earned from January 2020 to May 2023, the Court has charged the  
2 Receiver with preparing a master accounting for all of the parties' units, including fees,  
3 expenses, rental earnings, and more, as a function of the termination of the GSRUOA and sale of  
4 the units. (See e.g. Orders dated December 5, 2022, March 27, 2023, and June 28, 2023.) Now  
5 that the Receiver has been paid through June 2023, he has presumably commenced the  
6 accounting process to "provide accurate rental information as well as recalculated fees." (Order,  
7 filed March 27, 2023 at 2:1-2.)

8 In summary, the June 9 Instructions provided a relatively simple method using previously  
9 approved fees so that the monthly payment of rents can recommence, beginning with June 2023.  
10 Thereafter, the Court, "upon application of the parties will true up the actual expenses prior to  
11 the wind-up of the receivership." (June 9 Instructions at 3:5-6.)

12 The Defendants' specific objections to the Receiver's calculations are that the Receiver's  
13 calculations do not:

- 14 (1) accurately calculate one-half of Plaintiffs' share of the DUF;  
15 (2) accurately calculate Plaintiffs' SFU and HE obligations owed  
16 under the Governing Documents; (3) account for reimbursement to  
17 Defendants of Plaintiffs' portion of the Receiver's Fees previously  
18 paid by GSR; (4) account for reimbursement to GSR of the  
19 GSRUOA Special Assessment that was ordered to be reimbursed  
in the Court's January 4, 2022 Order Granting Plaintiffs' Motion to  
Stay Special Assessment; and (5) account for reimbursement to  
Defendants of the balance of money owed by Plaintiffs to  
Defendants for previously unpaid expenses as defined and required  
under the Governing Documents.

20 (Defendants' Objections to Receiver's Spreadsheet Calculation of Net Rents to be Paid to  
21 Defendants, filed August 1, 2023 ("Objection") at 2:24 to 3:7.) In support of these arguments,  
22 Defendants attach an email chain between Defendants' agent, Reed Brady, and the Receiver,  
23 wherein the Defendants, through Mr. Brady, once again attempt to manipulate the Receiver into  
24 violating the Court's instructions and orders.<sup>3</sup> (See Objection at Ex. D, Email from Mr. Brady to  
25

26 <sup>3</sup> The Receiver is appointed as an officer or an arm of the Court. Thus, direct communications from the Defendants  
27 to the Receiver without copying Plaintiffs are ex parte. Previously, Judge Sattler prohibited such ex parte email  
28 communications, but Justice Saitta permitted them. Plaintiffs believe the communications are wholly improper and  
only invite the opportunity for these Defendants, who have already been sanctioned for attempting to manipulate the  
Receiver into violating Court orders, to do it again and waste Plaintiffs' time and resources to rectify the  
manipulation. (See Order Granting Motion for Clarification, filed December 24, 2020, sanctioning Defendants for

Receiver with Defendants' calculations.) Through Exhibit D, Defendants wrongly attempted to persuade the Receiver to use the following improper calculations:

½ of gross revenue .....	\$223,343.52
½ Estimated DUF using Receiver's calcs. ....	\$42,039.92
Plaintiffs' SFU and HE using Receiver's calcs. ....	\$24,560.24
Plaintiffs' share of Receiver's fees paid by GSR .....	\$19,328.66 <sup>4</sup>
UOA Special Assessment not reimbursed to GSR .....	\$79,532.59
Plaintiffs' balance of unpaid expenses due GSR .....	\$171,705.77
TOTAL DUE GSR OUT OF NET RENTS .....	\$560,510.71

(Objection at 4:3-9.) Because the attempted manipulation was unsuccessful, Defendants have now filed their Objection, urging the Court to adopt Defendants' flawed methodology and final, unjust result.

### III. ARGUMENT

#### A. The Monthly Calculations are not to Include Past Expenses or Profits

In the simplest terms, the Court's June 9 Instructions require:

Within 10 business days of receipt, the Receiver will calculate the estimated expenses previously approved by the Court as set forth in the January 26, 2023, order filed at 8:31 a.m. and the pro rata share of expenses of the receivership for the 95 units beneficially owned by the Plaintiffs to be deducted from the gross rents and forward a spreadsheet to all counsel by electronic mail calculating the net rents to be paid to each unit owner, including those entities affiliated with the Defendants.

(June 9 Instructions at 2:15-20.) The Court clearly did not ask the Receiver to go back in time and account for *past* amounts of paid Receiver's fees, UOA Special Assessments allegedly not reimbursed to GSR, or Plaintiffs' alleged balance of unpaid expenses due, as Defendants have improperly attempted to persuade the Receiver. (Compare id. with Objection at Ex. D.) Indeed,

this conduct.) This same improper conduct is exactly what is demonstrated by Defendants' Exhibit D. The Court would be well within its authority to end such ex parte communications between Defendants and the Receiver.

<sup>4</sup> Defendants have misstated the position of Plaintiffs as to Plaintiffs' share of Receiver's fees paid by GSR (\$19,328.66). This payment was made by Defendants prior to June 2023 and should not be included in the June rent calculation under the Court's order. This position tracks Plaintiffs' email response to the Receiver. (See Ex. 1, Email re Payment). Defendants reference a subsequent email response from Plaintiffs explaining that it could be taken from the \$274,000 in Plaintiffs' rents held by the Receiver for rental activity prior to June under Defendants' absurd rental calculations. Again, the Receiver is already charged with preparing a full accounting for those time periods. If the Receiver wants to do the reimbursement now for the \$19,328.66 from the already held \$274,000 in Plaintiffs' past rents, Plaintiffs do not object; but, if that is the Receiver's decision, he should also at that same time release to Plaintiffs the remaining portion of the \$274,000. Why should Defendants immediately receive reimbursement for the \$19,328.66 from past activity but Plaintiffs not receive the past undisputed portion of rents held by the Receiver? This alternative would unfairly punish Plaintiffs and reward the fraudster Defendants.

1 the Court has specifically charged the Receiver with applying *only* the “estimated expenses  
2 previously approved by the Court” to the June rents. The Defendants now argue that multiple  
3 extraneous other items be included in this simple equation. This type of expansion of the Court’s  
4 clear and unambiguous instructions conflicts with the instructions and is inappropriate.

5 Moreover, the Receiver has already been charged with providing a full accounting from  
6 January 2020 to May 2023, the time period that the Appointment Order was being violated.  
7 (Orders dated December 5, 2022, March 27, 2023, and June 28, 2023.) Plaintiffs understand the  
8 Receiver is currently working on that accounting. As such, it would be patently improper for the  
9 Receiver to include any purported past expense at this time (i.e., Plaintiffs’ share of Receiver’s  
10 fees paid by GSR \$19,328.66, UOA Special Assessment not reimbursed to GSR \$79,532.59,  
11 Plaintiffs’ balance of unpaid expenses due GSR \$171,705.77). Instead, those items will be  
12 accounted for in the January 2020 through May 2023 accounting. Allowing Defendants to pack  
13 any such expenses (many of which are disputed by Plaintiffs) into the Receiver’s calculations  
14 done pursuant to the June 9 Instructions would make the Court’s previous orders and the June 9  
15 Instructions hollow (because the June accounting would require Plaintiffs to pay past expenses  
16 but Defendants would keep Plaintiffs’ past rents).

17 The Receiver also currently holds approximately \$274,000, constituting Defendants’  
18 calculation of Plaintiffs’ net rents due under their own absurd calculations. This amount remains  
19 held by the Receiver and has not been disbursed. Accordingly, if Defendants’ argument held  
20 true that the Receiver must adjust the calculations for certain past expenses, those past rents  
21 owed to Plaintiffs would also need to be included, so *Defendants would receive nothing for*  
22 *June* and still owe an enormous sum to Plaintiffs. Defendants’ demand for inclusion of the  
23 expense amounts that allegedly occurred prior to June 2023 is illogical and violates the Court’s  
24 June 9 Instructions. Plaintiffs greatly desire a complete accounting that includes past expenses  
25 *and rents*, but that simply cannot immediately occur because it requires cooperation from  
26 Defendants which historically has not occurred.

27 //

28 //

1           **B.     A Final True-Up Will Balance Any Over/Under-Payments**

2           Next, the Court apparently already contemplated that there might be a need for a “true  
3 up” of the amounts once the Receiver completes his final accounting as ordered by the Court:  
4 “The Court upon application of the parties will true up the actual expenses prior to the wind-up  
5 of the receivership.” (June 9 Instructions at 3:5-6.) Because Defendants stopped all payments to  
6 the Receiver for many months, and therefore stopped the Receiver’s work during that time, the  
7 Receiver is not in a position to provide those actual expenses at this time nor the exact amount of  
8 rents owed. Not having the actual expenses at this time rests entirely upon Defendants, and  
9 Plaintiffs should not suffer further delay in receiving what is owed to them going forward (which  
10 is *a fraction* of what is ultimately owed to them) because Defendants demand actual expenses.  
11 Put another way, Defendants cannot bring this process to a halt, yet again, by demanding the  
12 Receiver perform more work before the June rents are released to Plaintiffs. In any case, the  
13 work required to obtain actual expenses and rents will likely require months (and, under the  
14 Court’s existing orders, the calculations must be supported by documentation of actual expenses  
15 produced to Plaintiffs, which is only logical given that Defendants have committed fraud).

16           **C.     Defendants’ Calculations Ignore the Court’s Orders and Instructions**

17           Aside from Defendants’ improper demand to include pre-June 2023 expenses,  
18 Defendants argue the Receiver did not accurately calculate the DUF, SFUE, and HE. There is no  
19 analysis of this assertion in the actual Objection; however, Exhibit E thereto, a Declaration from  
20 Mr. Brady, appears to explain the argument. Paragraph 9 of the Declaration asserts that the  
21 DUF, SFUE, and HE should be increased over the Court-approved calculations and the  
22 “Receiver should be instructed to recalculate the DUF, SFUE and HE in accordance with the  
23 Governing Documents.” (*Id.* at ¶ 9.) This position directly contradicts the Court’s instructions.  
24 (Compare June 9 Instructions at 2:15-16, “the Receiver will calculate the estimated expenses  
25 previously approved by the Court as set forth in the January 26, 2023, order filed at 8:31 a.m.”  
26 with Objection at Exhibit E, at ¶ 9, stating the fees must be increased.) Further, the argument  
27 ignores the Receiver’s charge to prepare the 2023 calculations and that the Court will, upon  
28 application of the parties, true-up the actual expenses prior to the wind-up of the receivership.

1 Those expenses Defendants argue must be set off from Plaintiffs' June net rents were  
2 incurred prior to June 2023, and therefore they should not be considered in relation to the net  
3 rents payable to Plaintiffs from June 2023 forward. Instead, those past expenses incurred prior to  
4 June 2023 must be included in the Receiver's accounting from January 2020 to May 2023. This  
5 is only logical as Defendants continue to hold nearly all gross rents from January 2020 to May  
6 2023 (except the meager approximately \$274,000 deposited with the Receiver during the MOSC  
7 trial). It would be unjust and inequitable to allow Defendants to recover any alleged pre-June  
8 expenses from Plaintiffs' net rents going forward while Defendants also refuse to pay Plaintiffs  
9 any of their back rents owed from January 2020.

10 Defendants simply cannot hold all of the funds—and that is exactly what they are arguing  
11 must take place now. Defendants' improper withholding of monies due to Plaintiffs was the  
12 impetus of this lawsuit and, unfortunately even after multiple rounds of sanctions, Defendants  
13 continue their campaign to hold all of the money tight and refuse to pay the rightfully owed  
14 amounts to Plaintiffs.

#### 15 **IV. CONCLUSION**

16 The Receiver's calculations for June net rents are as accurate as possible and track the  
17 Court's June 9 Instructions. There is no reason for Defendants to object to the calculations,  
18 except to prolong this litigation and drive up the costs thereof. This is apparent as Defendants'  
19 arguments are wholly frivolous and cannot be taken seriously. Accordingly, the Court should  
20 overrule Defendants' Objection entirely and approve the immediate release of Plaintiffs' and  
21 Defendants' net June rents as calculated by the Receiver, and further approve the amounts to be  
22 held by the Receiver for reserves.<sup>5</sup>

23  
24  
25  
26 <sup>5</sup> As to the reserves, incredibly the Defendants withdrew nearly \$2,000,000 from the reserves in May just prior to the  
27 MOSC hearing. Plaintiffs only recently learned of this issue because certain ex parte communications between the  
28 Receiver and Defendants were forwarded to Plaintiffs' and Defendants' counsel, and the Receiver requested the  
parties' positions on Defendants' *third* unauthorized withdrawal. After a threat of another MOSC, Defendants have  
represented that the \$2,000,000 has been returned to the account. (See Exhibit 2, Email re Reserves.) Notably,  
Plaintiffs understand the Receiver does not have access to the reserve accounts at this time, so Plaintiffs have not  
been able to confirm the amounts wrongfully withdrawn were actually returned by Defendants.

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**AFFIRMATION**

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

DATED this 3<sup>rd</sup> day of August, 2023.

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

*And*

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

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

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCp 5(b), I hereby certify that I am an employee of Robertson, Johnson,  
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of  
4 18, and not a party within this action. I further certify that on the 3<sup>rd</sup> day of August, 2023, I  
5 electronically filed the foregoing **OPPOSITION TO DEFENDANTS' OBJECTIONS TO**  
6 **RECEIVER'S SPREADSHEET CALCULATION OF NET RENTS TO BE PAID TO**  
7 **DEFENDANTS** with the Clerk of the Court by using the ECF system which served the  
8 following parties electronically:

9 Abran Vigil, Esq.  
10 Meruelo Group, LLC  
11 Legal Services Department  
12 5<sup>th</sup> Floor Executive Offices  
13 2535 Las Vegas Boulevard South  
14 Las Vegas, NV 89109  
15 *Attorneys for Defendants*  
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*AM-GSR Holdings, LLC*

16 Jordan T. Smith, Esq.  
17 Pisanelli Bice PLLC  
18 400 South 7<sup>th</sup> Street, Suite 300  
19 Las Vegas, NV 89101  
20 *Attorneys for Defendants*  
*MEI-GSR Holdings, LLC;*  
*Gage Village Commercial*  
*Development, LLC; and*  
*AM-GSR Holdings, LLC*

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

22 /s/ Stefanie Martinez

23 An Employee of Robertson, Johnson, Miller & Williamson

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**EXHIBIT INDEX**

<b>Ex. No.</b>	<b>Description</b>	<b>Pages</b>
1	Email re Payment	3
2	Email re Reserves	6

# EXHIBIT “1”

FILED  
Electronically  
CV12-02222  
2023-08-03 05:07:01 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9812990 : sacordag

# EXHIBIT “1”

**From:** Jarrad Miller  
**Sent:** Monday, July 31, 2023 9:47 AM  
**To:** David McElhinney; Stefanie Sharp; Briana Collings  
**Subject:** RE: GSR - Plaintiff Reimbursement : \$135,735 Paid

If it is the position of the Receiver that Plaintiffs are required to provide the reimbursement at this time. Plaintiffs respectfully request that the \$19,328.66 be taken from the approximately \$270,000 deposited with the receiver on the last day of the MOSC trial so that Plaintiffs will receive the full \$135,735 for June rents.

Best regards,

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

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---

**From:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>  
**Sent:** Monday, July 31, 2023 9:42 AM  
**To:** Stefanie Sharp <[sssharp@rssblaw.com](mailto:sssharp@rssblaw.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>  
**Cc:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Subject:** RE: GSR - Plaintiff Reimbursement : \$135,735 Paid

Plaintiffs are, by court order, responsible for the payment of 14.24% of the Receiver's fees. Defendants payment to the Receiver and Ms. Sharp's office in the amount of \$135,735 represented payment of 100% of their outstanding fees, 14.24% of which was the obligation of Plaintiffs. Defendants request that they be reimbursed the sum of \$19,328.66 out of the Plaintiffs' June Gross Rents. David



**David McElhinney**  
Associate General Counsel  
o:775.789.5330  
c:562.413.8528  
[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)

---

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

**Sent:** Sunday, July 30, 2023 12:13 PM

**To:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>

**Subject:** GSR - Plaintiff Reimbursement : \$135,735 Paid

Counsel: The Receiver wanted me to advise you that the Plaintiffs need to reimburse the Defendants for 14.24% of the prior \$135,735 in fees paid to the Receiver and our office, which is \$19,328.66. As you recall, the Defendants interplead those funds with the Court.

I don't know how you want to handle this, so after you decide, just let me know.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street

Reno, NV 89503

Phone - 775.329.3151

Direct Line - 775.236.2380

Fax - 775.329.7941

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# EXHIBIT “2”

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Alicia L. Lerud  
Clerk of the Court  
Transaction # 9812990 : sacordag

# EXHIBIT “2”

**From:** Stefanie Sharp <ssharp@rssblaw.com>  
**Sent:** Monday, July 24, 2023 6:00 PM  
**To:** Briana Collings; Reed Brady; Richard Teichner; david.mcelhinney; Jarrad Miller  
**Subject:** RE: Reserve bank accounts

Brie: I just confirmed with the Receiver that he never was granted "read only" or any other access to the reserve accounts. The Defendants typically have provided the Receiver with the monthly statements only (it is my understanding that to date the June 2023 statements have not been received). Therefore, either David or Reed will have to advise if the amounts withdrawn from the reserve accounts by the Defendants in May have been reimbursed.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street  
Reno, NV 89503  
Phone - 775.329.3151  
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Fax - 775.329.7941  
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**From:** Briana Collings <briana@nvlawyers.com>  
**Sent:** Monday, July 24, 2023 9:44 AM  
**To:** Stefanie Sharp <ssharp@rssblaw.com>; Reed Brady <Reed.Brady@GrandSierraResort.com>; Richard Teichner <accountingforensics@gmail.com>; david.mcelhinney <david.mcelhinney@meruelogroup.com>; Jarrad Miller <jarrad@nvlawyers.com>  
**Subject:** RE: Reserve bank accounts

Stefanie –

Thank you for bringing this to our attention. As you can imagine, Plaintiffs vehemently object to Defendants' withdrawal of any funds from the reserves without the Receiver's and the Court's approval. Any withdrawals without such approvals are **further** violations of the Court's clear and unambiguous orders. Defendants were on notice that withdrawing funds from the reserve accounts was a violation of the Court's orders, and that any such withdrawals require Receiver and Court approval before being effected. The Court confirmed this in the June 9 Order, where the Court specifically held that the "language [of the Appointment Order] is clear and unambiguous" and that "[s]ince the appointment of the Receiver, the reserve funds have been under the control of the Receiver pursuant to the Appointment Order." (Rough Transcript at 9:16-20, 9:21-2.) Defendants therefore do not have the authority to unilaterally make these withdrawals.

Defendants' continued, blatant violations of the Court's orders is unacceptable. The Court's orders regarding the reserves are clear and unambiguous, and have now been confirmed—**and Defendants have already been found in contempt for this same type of act**. Any amounts withdrawn by Defendants from the reserve accounts without Receiver and Court approval which were not addressed by the Court's June 9 Order **must be returned immediately to the reserve accounts**.

Please advise by the end of the day today whether Defendants have returned the withdrawn funds. If they do not, Plaintiffs will be forced to file the appropriate motion practice on an order shortening time.

Thank you,  
Brie

---

Briana N. Collings, Esq.  
Robertson, Johnson, Miller & Williamson  
50 West Liberty Street, Suite 600  
Reno, Nevada 89501  
Telephone: (775) 329-5600 / (775) 342-9945  
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Email: [briana@nvlawyers.com](mailto:briana@nvlawyers.com)  
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---

**From:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>

**Sent:** Saturday, July 22, 2023 12:31 PM

**To:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>; Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; david.mcelhinney <[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>

**Cc:** Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>

**Subject:** RE: Reserve bank accounts

David and Jarrad: Please advise with respect to your respective positions on the Reserve Accounts. Once we receive your input, the Receiver and I will decide if we need to seek direction from the Court on this issue.

Thank you for your attention to this matter.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison | Sharp | Sullivan | Brust

71 Washington Street

Reno, NV 89503

Phone - 775.329.3151

Direct Line – 775.236.2380

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---

**From:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>

**Sent:** Friday, July 21, 2023 8:20 PM

**To:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; david.mcelhinney <[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)>

**Cc:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>

**Subject:** Re: Reserve bank accounts

Adding Mr McElhinney due to the fact that you conveniently left him off. I will have him respond.

Thanks

DRB

On Jul 21, 2023, at 6:51 PM, Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)> wrote:

**CAUTION:** This message originated from outside your organization.

Reed,

The Court orders the following: Within *30 days* of the entry of the written order, Defendants are to return the \$16,455,101.46 misappropriated from the reserve fund along with interest that would have been earned in the reserve account, or statutory interest, whichever is higher, from the date of the withdrawals. (Emphasis added.) Of course, interest is still accruing.

Additionally, I again refer you to the Court's ruling on June 9, 2023, in which the Judge states,

9 the Appointment Order provides in pertinent part, "It is further  
10 ordered that Defendants and any other person or entity who  
11 may have possession, custody or control of any property,  
12 including any of their agents, representatives, assignees,  
13 and employees shall do the following: Turn over to the  
14 Receiver all rents, dues, reserves and revenues derived from  
15 the Property wherever and in whatsoever mode maintained."

16 This language is clear and unambiguous. While the  
17 Receiver has testified that he initially chose to monitor  
18 the existing reserve accounts rather than opening new  
19 accounts, this did not change the entity who was in control  
20 of those funds.

21 On September 15th, 2021, a request was renewed by  
22 Receiver's counsel to transfer the funds, including the  
23 reserve funds, regardless of the account the reserve funds  
24 were in. Since the appointment of the Receiver, the reserve

[next page]

1 funds have been under the control of the Receiver pursuant  
2 to the Appointment Order.

Accordingly, effective immediately, the reserve accounts must be fully reimbursed for/replenished by the withdrawals made from the reserve accounts in May 2023.

Richard M. Teichner



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

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Email: [accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)

Website: [accounting-forensics.com](http://accounting-forensics.com)

---

**From:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>

**Sent:** Friday, July 21, 2023 5:56 PM

**To:** [accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)

**Cc:** 'Stefanie Sharp' <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; david.mcelhinney <[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>

**Subject:** RE: Reserve bank accounts

No monies of the \$16mm have been put back due to the fact that there has been no official order filed, so the 45 day period has not started. Also I believe we posted a bond for that amount but I will let my counsel chime in on that.

Monies were withdrawn for capital improvements in 2023 but before the June 9<sup>th</sup> hearing. Will have to get with my counsel to determine the next steps on the withdrawals before the order.

Thanks



**Reed Brady**

Executive Director of Finance & Accounting

Tel. 775.789.5345 – Mob. 775.240.2900

[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)

2500 E 2nd St – Reno, NV 89595

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**From:** [accountingforensics@gmail.com](mailto:accountingforensics@gmail.com) <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>  
**Sent:** Friday, July 21, 2023 5:16 PM  
**To:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Cc:** 'Stefanie Sharp' <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>  
**Subject:** Reserve bank accounts

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Reed,

Since we don't have the June statements yet, and I'm not sure why they haven't yet been placed in Sharefile, was the approximate amount \$16 million put back into the accounts in June or this month? Also, is the reason for a total of almost \$2 million having been extracted from the accounts in May? I did not authorize those payments.

Richard M. Teichner, CPA, ABV, CVA<sup>®</sup>, MAFF<sup>®</sup>, CFF, CRFAC<sup>®</sup>, CRFAU, DABFA<sup>®</sup>, FCPA<sup>™</sup>, CGMA<sup>®</sup>, CDFA<sup>®</sup>

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7 71 Washington Street  
8 Reno, Nevada 89503  
9 Telephone: (775) 329-3151  
10 Facsimile: (775) 329-7169  
11 *Attorneys for the Receiver for the Grand Sierra Resort*  
12 *Unit Owners' Association, Richard M. Teichner*

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

14 IN AND FOR THE COUNTY OF WASHOE

15 ALBERT THOMAS, individually; *et al.*, Case No.: CV12-02222  
16 Plaintiff, Dept. No.: OJ37  
17 vs.  
18

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

29 **RECEIVER'S RESPONSE TO DEFENDANTS' OBJECTIONS TO RECEIVER'S**  
30 **SPREADSHEET CALCULATION OF NET RENTS TO BE PAID TO DEFENDANTS**

31 COMES NOW, RICHARD M. TEICHNER, CPA, ABV, CVA, MAFF, CFF, CRFAC,  
32 CRFAU, FCPA, CGMA and CDFA (the "Receiver"), Court Appointed Receiver for the Grand  
33 Sierra Resort Unit Owners' Association, by and through his retained attorneys, F. DeArmond  
34 Sharp, Esq. and Stefanie T. Sharp, Esq., of the law offices of Robison, Sharp, Sullivan & Brust  
35 ("RSSB"), and hereby files his Response to *Defendants' Objections to Receiver's Spreadsheet*

1 *Calculation of Net Rents to Be Paid to Defendants* (the “Objection”), filed herein on August 1,  
2 2023.

3 **POINTS AND AUTHORITIES**

4 Based on the Receiver’s understanding regarding the Defendants’ argument on page 2, line  
5 24, through page 3 of the Objection that the Receiver’s spreadsheet calculating the net rents due  
6 to the Plaintiffs for June 2023 does not include one-half of the DUF charges or one-half of the  
7 SFUE and HE charges, the Receiver contends that the spreadsheet does accurately calculate one-  
8 half of the DUF and does accurately calculate the SFUE and HE charges. The Defendants will  
9 receive their one-half of the gross revenue (\$223,343.52) and one-half of the estimated DUF of  
10 \$33,569.13 (not an uninformed estimate by Mr. Brady in the amount of \$42,039.92, about which  
11 he was estimating without having the estimates that the Receiver had calculated), and Plaintiffs’  
12 estimated SFUE and HE expenses of \$20,882.48 (again, not Mr. Brady’s estimate of \$24,560.24).  
13 Accordingly, unless the Receiver does not understand the Defendants’ comments, these comments  
14 appear to be misleading because the Defendants are aware of the correct amounts by including the  
15 Receiver’s spreadsheet in their Exhibit A that clearly shows the correct estimated figures for the  
16 DUF and the SFUE and HE expenses, of which only one-half of these charges are included.

17 The email from Ms. Sharp, on the first sheet of Exhibit D to the Objection, shows that  
18 \$446,687.00 are the rents GSR sent to the Receiver, and when deducting the net rents payable to  
19 the Plaintiffs in the amount of \$142,502.47 per the Receiver’s spreadsheet, the result is  
20 \$304,184.57. This is the amount that Ms. Sharp indicated is due to the Defendants in her email  
21 before charging them for their share of the reserve charges and the non-Plaintiff TPOs’ share of  
22 the reserve charges.

23 As for the Defendants’ comment in numbers (3), (4), and (5), there is nothing in the Court’s  
24 June 9<sup>th</sup> orders that say these amounts are to be included in the spreadsheet. Moreover, those  
25 amounts, which are delineated at the top of page 4 and in Exhibit D to Defendants’ Objection are  
26 only partially correct. With respect to items (3), (4) and (5), the other amounts that are included  
27 in the \$560,510.71 the Defendants say are due to them, (1) The \$19,328.66 will be paid to the  
28 Defendants by Receiver, as Plaintiffs’ counsel authorized the Receiver to use the funds that

1 Receiver has received from Defendants to use it to pay the Defendants, so it is entirely unclear as  
2 to why the Defendants mention this if they are not going to receive it; (2) The \$79,532.59 that  
3 Defendants paid to reimburse the UOA for their share of the special assessment cannot be paid  
4 back to the Defendants because the funds were used to pay UOA expenses, which were mainly the  
5 Receiver's and his counsel's fees. The Receiver explained to Mr. Brady that the UOA does not  
6 have the funds to pay back the Defendants, so what has effectively happened is that the Defendants  
7 paid the UOA expenses from the rents it had collected as it was supposed to do in any event  
8 according to the Appointment Order. Presently, the Plaintiffs need to pay back the amount of the  
9 special assessment that the Plaintiff unit owners paid, which is almost nil, as my understanding is  
10 that they had been asked not to pay their respective shares of the special assessment; and (3) the  
11 Defendants have included in the \$560,510.71 which they are requesting the amount of \$171,705.77  
12 which are receivables from the Plaintiffs who have not paid GSR the allegedly negative balance  
13 in their accounts. The Receiver has no intention on paying this amount to the Defendants because  
14 any negative balance in the Plaintiffs accounts are, entirely or in part, the result of the overstated  
15 fee charges that GSR imposed on the Plaintiff unit owners. Once the revised fee charges are  
16 calculated and approved by the Court, the Receiver will be able to determine whether any of the  
17 Plaintiffs have negative balances in their accounts. If so, then a decision will need to be made as  
18 to how the negative balances will be collected. Possibly any amounts that are owed by the  
19 Plaintiffs at the time of the sale of the units could be withheld from the proceeds of sale.

20 ./././

21 ./././

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**CONCLUSION**

The Receiver respectfully requests that the Court deny the relief requested by the Defendants in the Objection.

**AFFIRMATION:** The undersigned does hereby affirm that this document does not contain the Social Security Number of any person.

DATED this 9<sup>th</sup> day of August 2023.

ROBISON, SHARP, SULLIVAN & BRUST  
71 Washington Street  
Reno, Nevada 89503

/s/ Stefanie T. Sharp  
F. DEARMOND SHARP, ESQ.  
STEFANIE T. SHARP, ESQ.  
*Attorneys for Receiver*

**CERTIFICATE OF SERVICE**

Pursuant to NRCF 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the forgoing **RECEIVER'S RESPONSE TO DEFENDANTS' OBJECTIONS TO RECEIVER'S SPREADSHEET CALCULATION OF NET RENTS TO BE PAID TO DEFENDANTS** on all parties to this action by the method(s) indicated below:

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

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DATED: This 9<sup>th</sup> day of August 2023.

/s/ Isabella Esguerra  
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*DEVELOPMENT, LLC*

12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

13 **IN AND FOR THE COUNTY OF WASHOE**

14  
15 ALBERT THOMAS, et. al.,

16 Plaintiff(s),

17 v.

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

23 Defendant(s).

Case No. CV12-02222

Dept No. OJ37

**REPLY IN SUPPORT OF  
DEFENDANTS' OBJECTIONS TO  
RECEIVER'S SPREADSHEET  
CALCULATION OF NET RENTS TO  
BE PAID TO DEFENDANTS**

24  
25 Defendants MEI-GSR HOLDINGS, LLC ("MEI-GSR"), AM-GSR Holdings, LLC, and  
26 GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC (collectively "Defendants") by and  
27 through their counsel Meruelo Group, LLC, file this Reply in Support of Defendants' Objections to  
28 Receiver's Spreadsheet Calculation of Net Rents to be Paid to Defendants, ("Reply"). Defendants'

1 Reply is supported by the following memorandum of points and authorities, the papers and pleadings  
2 on file herein, and oral argument that this Court may wish to entertain.

## 3 4 **MEMORANDUM OF POINTS AND AUTHORITIES**

### 5 **I. INTRODUCTION**

6 On Thursday, August 3, 2023, Plaintiffs filed their Opposition to Defendants' Objections  
7 to Receiver's Spreadsheet Calculation of Net Rents to Be Paid to Defendants, ("Opposition"). On  
8 full display in their Opposition are Plaintiffs' continuing tactics of attacking and shaming  
9 Defendants, accusing them, again of "pushing the limits of sanctionable conduct" by making what  
10 Plaintiffs describe as "frivolous arguments" intended, "only to delay and needlessly increase  
11 litigation expenses.", (Opposition, pg. 3:22-24). At the core of Defendants' Objection to the  
12 Receiver's Spreadsheet Calculations is the Receiver's failure to follow the express terms of the  
13 Governing Documents which are referred to in detail in Defendants Objection. Plaintiffs, in their  
14 Opposition are so busy distracting the Court with their angry personal attacks on Defendants, that  
15 they never get around to actually addressing or disputing whether Defendants' recitations from the  
16 Governing Documents, are accurate, which they are, and whether or not the express terms of the  
17 Governing Documents support Mr. Brady's July 21<sup>st</sup> email, which they do. Contrary to Plaintiffs'  
18 theatrics, the arguments made by Defendants are obviously made in good faith and based on the  
19 January 7, 2015 Appointment Order that states that the Receiver was appointed for the purpose of  
20 implementing compliance, amongst all owners of former units, with the Governing Documents,  
21 (1/7/2015 Appointment Order, pg. 1:27-28; 2:1-3), and the Governing Documents themselves.<sup>1</sup>  
22 To use Plaintiffs own words, "The Receiver is an officer and master of the Court, bound to  
23 effectuate the Governing Documents, the Receiver Order and the Orders of this Court."<sup>2</sup>

24  
25 <sup>1</sup> These sorts of tiring and fallacious attacks on Defendants are designed to distract and mislead the Court and sadly  
26 this practice by Plaintiffs has grown all too commonplace in this litigation. For instance, we have seen such false but  
27 nonetheless colorful descriptions of Defendants' arguments as "a crescendo of absurdity" (Plaintiffs' Reply in Support  
28 of Motion for OSC filed 2/19/2021, pg. 1:3); "brazenly dishonest", (Plaintiffs' Opposition to Emergency Motion to  
Stay Enforcement of 12/24/2020 Order Pending Hearing and Ruling, filed 2/25/2021, pg. 2:20); and, one of  
Defendants' favorites, "narcissistic and disingenuous", (Id. pg. 14:6). And this is just the tip of the iceberg of the  
personal and unprofessional attacks Plaintiffs have leveled against Defendants in their continuing efforts to distract the  
Court from the factual and legal issues before it.

<sup>2</sup> Motion for Instructions to Receiver to Take Over Control of Rents, Dues, Revenues and Bank Accounts, filed  
3/31/2021, pg. 7:11-12.

1 However, judging from Plaintiffs' current arguments in their Opposition, Plaintiffs want the Court  
2 to impose a two tiered system, wherein the Receiver is only required to comply with the  
3 Governing Documents, including the 7<sup>th</sup> Amended CC&Rs, when it is financially beneficial to  
4 Plaintiffs, but then arguing that the Receiver need not comply with the Governing Documents  
5 when it would be financially detrimental to Plaintiffs. Such a position is untenable and not  
6 supported by the law.<sup>3</sup>

7 **II. WHILE NOT ADDRESSED BY PLAINTIFFS IN THEIR OPPOSITION,**  
8 **DEFENDANTS' OBJECTIONS ARE ALL SUPPORTED BY THE**  
9 **GOVERNING DOCUMENTS AND THE RECEIVER IS BOUND BY**  
10 **DEFENDANTS' INTERPRETATION OF THE GOVERNING DOCUMENTS**

11 Defendants' objections to the Receiver's calculations are all supported by the Governing  
12 Documents. See specifically, the 7<sup>th</sup> Amended CC&Rs, sections 6.9(a) and (b) (setting forth  
13 required calculations for Shared Facilities Expenses) and sections 6.10(a) and (b) (setting forth  
14 required calculations for Hotel Expenses). See also the express terms of the Unit Rental  
15 Agreement, ("URA") which provides that the unit owner's rent, less the amounts payable by unit  
16 owner under the CC&Rs for SFE and HE, is what is to be paid, (URA, pg. 8, Section 9(c)) and  
17 Section 6 stating that in the event any expenses, fees and/or assessments due pursuant to this  
18 Section 6 are not paid promptly when due, then the Company may, in its sole and absolute  
19 discretion and without notice or demand upon Owners, withhold, offset and apply the Owner's  
20 Rent in the possession of the Company to the payment of any one or more of such unpaid accounts  
21 in such order as the Company in its sole and absolute discretion may elect. These express  
22 provisions of the Governing Documents are material in that it provided the Company a means by  
23 which it is reimbursement for expenses, fees and assessments that are due by off-setting them  
24 against the Plaintiffs' former unit rental income. These provisions are, by way of Court Order to  
25

26 <sup>3</sup> The proposition that CC&Rs create contractual obligations, in addition to imposing equitable servitudes, is widely  
27 accepted. See Restatement (Third) of the Law of Prop.: Servitudes, ch. 4 intro. note (Am. Law Inst. 2000), *United*  
28 *States Home Corp. v. Ballesteros Trust*, 134 Nev. 180, 183, 415 P.3d 32, (2018); *San Diego Gas & Elec. Co. v.*  
*Mitsubishi Heavy Indus.*, 2014 U.S. Dist. LEXIS 33835, \*12, (Equity does not allow a party  
to benefit selectively from a contract by asserting claims without being bound by the contract's restrictions)

1 be implemented by the Receiver, all as more particularly cited on pages 4 and 5 of Defendants  
2 Objections. These express provisions of the Governing Documents, in turn, support each and  
3 every expense itemized in Mr. Brady's July 21, 2023 email to Mr. Teichner, (Exhibit D attached  
4 to Defendants' Objection). Conspicuously absent from Plaintiffs' Opposition is any argument  
5 disputing that these are actual obligations set forth in the Governing Documents nor do Plaintiffs  
6 even attempt to dispute that Reed Brady's July 21 calculations are consistent with and supported  
7 by the Governing Documents. Plaintiffs failure to address either of these issues should be deemed  
8 an admission by Plaintiffs that the facts as alleged in the Objection are true.<sup>4</sup>

9 Further, while the Receiver is authorized to "implement" the governing documents, he is  
10 bound by the Defendants' interpretation of the Governing Documents. Citing the California  
11 Supreme Court's decision in *Lamden v. La Jolla Shores Clubdominium Homeowners Ass'n*, 21  
12 Cal.4th 249, 87 Cal.Rptr.2d 237, the Nevada Supreme Court described the business judgment rule  
13 in *Wynn Resorts, Ltd. v. Eighth Jud. Dist. Ct.*, 133 Nev. 369, 376, 399 P.3d 334, 342 (2017).  
14 *Lamden* recognized a rule of deference applies to homeowners associations and other similar  
15 entities, which the California courts have since recognized as the business judgment  
16 rule. *Lamden*, 21 Cal. 4th at 265, 980 P.2d at 950 ("We hold that, where a duly constituted  
17 community association board, upon reasonable investigation, in good faith and with regard for the  
18 best interests of the community association and its members, exercises discretion within the scope  
19 of its authority under relevant statutes, covenants and restrictions to select among means for  
20 discharging an obligation to maintain and repair a development's common areas, courts should  
21 defer to the board's authority and presumed expertise"); *Finley v. Superior Ct.*, 80 Cal. App. 4th  
22 1152, 1161, 96 Cal. Rptr. 2d 128 (2000) ("Thus, basic principles of corporate law apply to  
23 [homeowners associations]. Such principles specifically include the business judgment rule.").

24  
25 <sup>4</sup> Courts interpreting rules like D.C.R. 13(3) reason that the purpose of the rule is "to mean that if a party files an  
26 opposition to a motion and therein addresses only some of the movant's arguments, the court may treat the  
27 unaddressed arguments as conceded." *Wannall v. Honeywell, Inc.*, 775 P.3d 425, 428 (D.C. Cir. 2014) (interpreting  
28 D.D.C.R. 7(b)); see also *Ortega v. Reyna*, 114 Nev. 55, 58, 953 P.2d 18, 20 (1998) ("If the facts set forth in support of  
a motion . . . are not controverted by the opposing party, then those facts are presumed to be true."); *Alam v. Reno  
Hilton Corp.*, 819 P. Supp. 905, 908 n. 3 (D. Nev. 1993) ("Plaintiffs do not argue to the contrary to this issue in their  
opposition papers, thereby conceding this point.").

1 Because the business judgment rule applies to homeowners associations, their  
2 interpretation of the governing documents is protected by the business judgment rule. *See*  
3 *Oberbillig v. West Grand Towers Condo. Ass'n*, 807 N.W.2d 143, 155 (2011) (concluding the  
4 business judgment rule "applies to the board's exercise of its interpretive authority over" the  
5 governing documents); *see also DeMille v. Am. Fed'n of Radio Artists*, 187 P.2d 769, 775 (Cal.  
6 1947) ("The practical and reasonable construction of the Constitution and by-laws of a voluntary  
7 organization by its governing board is binding on the membership and will be recognized by the  
8 courts...[plaintiff] has not presented a case for judicial interference").

9 It follows therefore that while the receiver is authorized to "implement" the governing  
10 documents, he is still bound by the Defendants' interpretation of them. And as long as Defendants'  
11 interpretation is reasonable, the business judgment rule protects against judicial second guess or  
12 re-interpretation. *Wynn Resorts, Ltd.*, 133 Nev. at 376, 399 P.3d at 342 (business judgment rule  
13 precludes judicial interference in good faith business decisions).

14 In lieu of addressing whether or not the Governing Documents support Mr. Brady's  
15 calculations, Plaintiffs instead insist that because the Court did not ask the Receiver to account for  
16 past amounts of paid Receiver's fees, Special Assessments not reimbursed to GSR, or Plaintiffs'  
17 balance of unpaid expenses due Defendants, then the terms of the Governing Documents should  
18 be ignored, and the Receiver relieved of his Court ordered responsibilities to implement the terms  
19 of the Governing Documents. (Pg. 8:18-21).<sup>5</sup> In other words, it is Plaintiffs position that the  
20 parties are to ignore the terms of the Governing Documents that expressly allow the Company,  
21 and now the Receiver, to off-set any past expenses from the rental revenue. They argue that the  
22 Court's plan essentially provides a dividing point between past rental proceeds and expenses  
23 which still need to be accounted for by the Receiver and future proceeds and expenses, with the  
24 dividing line being May 31, 2023. (Opposition, pg. 3:14-17). No such "dividing line" is  
25 described nor contemplated in the Governing Documents, nor, in due respect to the Court, can one  
26 be created in a manner that would materially alter the express terms of the Governing Documents.

27 <sup>5</sup> This argument illogically and erroneously suggests that the Receiver is at liberty to ignore or refuse to carry out his  
28 Court ordered duty to implement the express terms of the Governing Documents unless expressly directed to do so by  
the Court.

1 It is Plaintiffs' position that rather than enforcing the contractual right of immediate off-sets from  
2 Plaintiffs' rents for clear obligations currently due and owing GSR, as called for in the Governing  
3 Documents, such obligations should instead be put off until such time as, upon application of the  
4 parties, the Court will true up the actual expenses prior to the wind-up of the receivership,  
5 (Opposition, pg. 10:2-5). Plaintiffs offer the further excuse that because the Receiver is not in a  
6 position to provide those actual expenses at this time they cannot be paid. (Opposition, pg. 10:7-  
7 8). Of course, the Receiver knows exactly what GSR paid for the unreimbursed Special  
8 Assessment, in the amount of \$79,532.59, and the Receiver knows exactly what Plaintiffs owe for  
9 their share of the Receiver's fees, in the amount of \$19,328.66, so there is certainly no reason to  
10 delay the immediate off-setting of these expenses, at the very least, from Plaintiffs' rental income.  
11

### 12 **III. PLAINTIFFS INTEND TO DRAG OUT THESE PROCEEDINGS**

13 Perhaps inadvertently, Plaintiffs also reveal their true agenda which is to keep this action  
14 going as long as possible in order to force Defendants to continue to rent the Plaintiffs' former  
15 units and hand over net rents for months or years to come. Plaintiffs tip their hand when they  
16 argue that as part of the "true-up prior to the wind-up of the receivership", "the work required to  
17 obtain actual expenses and rents will likely require months (and under the Court's existing orders,  
18 the calculations must be supported by documentation of actual expenses produced to Plaintiffs...)"  
19 (Opposition, pg. 10:12-15) (emphasis added). Plaintiffs' plans are clear, to seek entitlement to  
20 conduct post final judgment discovery which if granted over Defendants' objections, will allow  
21 Plaintiffs to insist that they, and not the Receiver, are now assigned the task of determining and  
22 approving "actual expenses" to support Defendants and Receiver's calculations. If allowed, this  
23 will most assuredly lead to extensive debates and time consuming motion practice as to when and  
24 if sufficient documentation has been produced to support "actual expenses". Plaintiffs will be  
25 perfectly happy if they can stretch the receivership and this rental program out for years. And why  
26 wouldn't they? The Court has, by way of its orders given the Plaintiffs absolutely no incentive to  
27 wrap up the sale of the former units nor any deadlines to insure progress is being made. And then,  
28

1 of course, Plaintiffs will use their common refrain that any delays are entirely the fault of  
2 Defendants.

3 The irony in all of this is that despite never having been guaranteed any rental income and  
4 despite the URA containing express language that it is subject to termination at any time by the  
5 Company, the Plaintiffs have managed to get court orders that have materially modified the  
6 governing documents, preventing Defendants from exercising their right to terminate the rental  
7 program, thereby trapping Defendants in the unit rental program and thereby further guaranteeing  
8 Plaintiffs a rental income stream where no such rights or expectations existed at the time of the  
9 purchase of their units.<sup>6</sup> The Court, through the issuance of its Orders, including but not limited  
10 to its December 5, 2022 Order, has created the perfect Daedalus like labyrinth, with Plaintiffs now  
11 dis-incentivized to move the matter toward completion with any urgency, the Defendants trapped  
12 in the URA against their will and with no immediate way out and, all the while, forced to rent  
13 units that no longer exist, in a Condominium Hotel that no longer exists, resulting in a guaranteed  
14 rental income stream for Plaintiffs that at the time of contracting for the sale of these former units  
15 was not part of the bargained for exchange nor contemplated by the parties.<sup>7</sup>

16 The Court has commented to the parties on several occasions that Defendants have elected  
17 this remedy in its decision to terminate the Condominium Hotel. Defendants respectfully disagree  
18 with the Court's comment, particularly when the "remedy" as defined by Court order substantially  
19 alters the express terms of Chapter 116 as it concerns the termination of a common-interest  
20 community in such a fashion as to create unknown parameters of unknown duration and quite

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21 <sup>6</sup> The Court will recall that the Unit Rental Agreement, (one of the Governing Documents) contains a provision that  
22 expressly gives the Company, (MEI-GSR Holdings, LLC), the right to terminate the URA in its sole and absolute  
23 discretion, with or without cause upon 60 days' notice to the Unit Owners. This was a bargained for provision in the  
24 URA and it put the parties on notice that it could be terminated at any time in accordance with its express terms. On  
25 October 12, 2020 the Court entered its Order denying Motion to Terminate Rental Agreement effectively blocking  
26 Defendants from exercising their right to terminate and trapping Defendants in the Unit Rental Agreement with  
Plaintiffs, forcing Defendants, against their will, to rent Plaintiffs' former units, as long as this litigation continues,  
which in turn, effectively guarantees Plaintiffs a rental income stream, despite the entry of a Final Judgment. This  
disincentivizes Plaintiffs to ever resolve the matter. See also the URA where Plaintiffs acknowledge at the time of  
purchase that there never was and never would be any rental income guarantees of any nature. (URA, pg. 13,  
paragraph 18). See also Exhibit L to the Purchase Agreements signed by Plaintiffs at the time of purchase of their  
units wherein they certify that the Units "are not suitable as an investment for persons seeking primarily rental  
income". (Attached hereto as Exhibit A).

27 <sup>7</sup> NRS 116.2118, entitled "Termination of common-interest community" at subsection (5), refers to "the portion of the  
28 real estate **that formerly constituted the unit**" (emphasis added); and the Agreement to Terminate Condominium  
Hotel that expressly states "The Condominium Hotel is terminated effective upon the filing of this Agreement", (pg.  
2:paragraph 1) (Agreement to Terminate Condominium Hotel is attached hereto as Exhibit B).

1 honestly, a morass of perpetual uncertainty and financial devastation that never was nor ever  
2 would have been elected by Defendants.

3 **IV. REED BRADY’S COMMUNICATIONS WITH THE RECEIVER ARE COURT**  
4 **AUTHORIZED AND ARE NOT EX PARTE COMMUNICATIONS NOR DO**  
5 **THEY CONSTITUTE MANIPULATIONS OF THE RECEIVER**

6 In a further attempt to tighten their control over Defendants and the Receiver, Plaintiffs have  
7 now taken the position that any continuing communication between Reed Brady and Richard  
8 Teichner, which has historically gone on for several years and which is expressly allowed pursuant  
9 to Court Order<sup>8</sup> constitutes ex parte communication that should, according to Plaintiffs be  
10 discontinued. The level of hypocrisy for Plaintiffs to argue that these Court authorized  
11 communications are ex parte communications or attempts to manipulate the Receiver is truly  
12 astounding. (Opposition, footnote 3, pg. 7). As demonstrated during the June 6-9, 2023 trial, Mr.  
13 Brady is very familiar with the rights and obligations contained within the Governing Documents  
14 and the Court had an opportunity to observed and listened to Mr. Brady’s testimony. The itemization  
15 of expenses that Mr. Brady sent to Mr. Teichner on July 21<sup>st</sup> are a reflection of his good faith  
16 calculations and best estimates of what he regards as properly due and owing to Defendants in  
17 accordance with the Governing Documents and Court Orders. (See Mr. Brady’s July 31, 2023  
18 Declaration filed as Exhibit E to Defendants’ Objection). However, because the Plaintiffs do not  
19 agree with the calculations and opinions of Mr. Brady, they accuse him of trying to manipulate the  
20 Receiver. This is a ridiculous assertion and one simply not supported by any facts. Further, Nevada  
21 Supreme Court Rule 2.9 defines “ex parte communications” as communications made to a judge  
22 outside the presence of the parties or their lawyers concerning a pending or impending matter. While  
23 not binding authority in this case, the Rules of Practice for the First Judicial District Court provide  
24 a similar definition of Ex Parte Communications in Rule 1.9, defining Ex parte Communication as

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25  
26 <sup>8</sup> In the Order Granting Receiver’s Motion for Orders & Instructions, entered January 4, 2022, that was completely  
27 drafted, word for word by Mr. Miller’s firm, it was ordered “that Defendants shall funnel all communication with the  
28 Receiver through Reed Brady” and “any answers, conclusions or other results shall be communicated back to  
Receiver through only Mr. Brady and no other individual”. (Order, pg. 8:19-24). Yet, incredibly, after drafting the  
order and its entry on 1/4/2022, Plaintiffs now argue for the first time that these Court authorized communications  
constitute attempts to manipulate the Receiver and are “ex parte” communications that are “wholly improper”  
(Opposition, pg. 7:21-24; and, f.n. 3)

1 “any communication from any person made, directly or indirectly to the judge outside the presence  
2 of the parties or their lawyers, that relates to a pending or impending matter, and that might  
3 reasonably result in a party gaining some advantage in the litigation. Here the communications do  
4 not involve a judge, are between Mr. Brady, the Executive Director of Finance and Accounting for  
5 the GSR, and the Receiver, Mr. Teichner and not only are these communications authorized pursuant  
6 to Court Order but additionally they are, by definition, not ex parte communications.”<sup>9</sup>

7  
8 **V. DEFENDANTS ARE IN COMPLIANCE WITH COURT ORDERS**  
9 **REGARDING PLAINTIFFS ALLEGED PAST DUE RENT**

10 In their continuing efforts to distract the Court from addressing the real issues in  
11 Defendants’ Objection, Plaintiffs go on at length about how Defendants have “utterly refused to  
12 turn over a single cent” of rental income to Plaintiffs since January of 2020. (Opposition, pg.  
13 5:20-21). This is factually inaccurate and, once again, an attempt to distract the Court from the  
14 issues addressed in Defendants’ Objections. Plaintiffs, in their Motion for Order to Show Cause  
15 as to why the Defendants Should Not Be Held in Contempt of Court, filed 2/11/2021, asked the  
16 Court to hold Defendants in contempt for not disgorging the rents allegedly due and owing  
17 Plaintiffs in the amount of \$679,889.92, which was rent they claimed was due for the entire year  
18 2020, applying Proctor’s calculations. (Plaintiffs 2/22/2021 Motion for OSC, pg. 2:1-16). The  
19 Court, in its 2/1/2023 Order observed that the order entered by Sr. Justice Saitta on 9/29/21  
20 removed the obligation to disgorge the funds until further order and on that basis the Court denied  
21 Plaintiffs Motion for Order to Show Cause (2/22/2023 Order, pg. 1:20-23). Additionally, on June  
22 8, 2023, Defendants tendered to the Receiver the sum of \$274,679.44, representing an undisputed  
23 amount of rental money due Plaintiffs. (See June 9, 2023 rough draft hearing transcript, pg. pg. 5).  
24 Further, Defendants have posted a bond with the Court in the amount of \$1,103,950.99, which,  
25 according to the Receiver represents his calculation of rental income due Plaintiffs from January  
26

27 <sup>9</sup> It is important to note that Mr. Brady copied Mr. Teichner’s legal counsel, Stefanie Sharp, in his July 21, 2023 email.  
28 (Exhibit D attached to Defendants’ Objection). Ms. Sharp has never voiced any objection to this manner of  
communication between Mr. Brady and her client, Mr. Teichner nor as she or her client expressed any opinion that  
Mr. Brady, by way of his July 21<sup>st</sup> email, was trying to manipulate Mr. Teichner in any manner.

1 2020 through December 31, 2021, (See Exhibit 1, attached to Receiver’s Omnibus Reply filed  
2 December 19, 2022). Despite the payment and posting of bond as reflected above the Plaintiffs  
3 insist that Defendants “continue their campaign to hold all of the money tight and refuse to pay the  
4 rightfully owed amounts to Plaintiffs”, and demand that Defendants immediately hand over what  
5 they allege to be the past due rent since January of 2020. (Opposition, pg. 11:10-14). The facts a  
6 clear that despite Plaintiffs’ protests to the contrary, Defendants are in absolute compliance with  
7 Court orders regarding rent allegedly due and owing Plaintiffs.

## 9 VI. CONCLUSION

10 Plaintiffs have truly mastered the art of misdirection and confusion in their Opposition. Rather  
11 than addressing, or in any manner contesting, the straightforward issues raised by Defendants in  
12 their Objection to the Receiver’s Spreadsheet Calculations, Plaintiffs have taken the opportunity to  
13 launch yet another personal attack on Defendants attempting to call into question Defendants and  
14 specifically Mr. Brady’s truthfulness and integrity, accusing them of “pushing the limits of  
15 sanctionable conduct” by making what Plaintiffs describe as “frivolous arguments” intended,  
16 “only to delay and needlessly increase litigation expenses. “and attempting to manipulate the  
17 Receiver. Missing from Plaintiffs’ 12-page diatribe is any analysis or reference to whether (1)  
18 Defendants have correctly identified key language in the Governing Documents that the Receiver  
19 is duty bound to follow and abide by in his calculations, and (2) whether Mr. Brady’s July 21,  
20 2023, calculations are consistent with and supported by those provisions in the Governing  
21 Documents. In accordance with Nevada law, the Court should treat these unaddressed issues as  
22 conceded by Plaintiffs. Further, it is respectfully requested that the Court deny Plaintiff’s efforts  
23 to increase and tighten their control over Defendants and the Receiver by seeking to block alleged  
24 “ex parte communications” between Mr. Brady and Mr. Teichner. And most importantly, for the  
25 reasons set forth in Defendants’ Objections and this Reply, Defendants request that the Receiver  
26 be instructed to amend his spreadsheet calculations to include those calculations set forth in Mr.  
27 Brady’s July 21, 2023 email to the Receiver and Ms. Sharp as required pursuant to the Governing  
28 Documents.

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

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

RESPECTFULLY SUBMITTED this August 10, 2023.

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

1360

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am employed in County of Clark, State of Nevada and, on this date, August 10, 2023 I deposited for mailing with the United States Postal Service, and served by electronic mail, a true copy of the attached document addressed to:

G. David Robertson, Esq., SBN 1001  
Jarrad C. Miller, Esq., SBN 7093  
Jonathan J. Tew, Esq., SBN 11874  
Briana N. Collings, Esq. SBN 14694  
ROBERTSON, JOHNSON, MILLER &  
WILLIAMSON  
50 West Liberty Street, Suite 600  
Reno, Nevada 89501  
Tel: (775) 329-5600  
jon@nvlawyers.com  
jarrad@nvlawyers.com  
briana@nvlawyers.com  
*Attorneys for Plaintiffs*

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*

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

Further, I certify that on the August 10, 2023, I electronically filed the foregoing with the Clerk of the Court electronic filing system, which will send notice of electronic filings to all persons registered to receive electronic service via the Court's electronic filing and service system.  
DATED this August 10, 2023



Iliana Godoy

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**INDEX OF EXHIBITS**

A. Exhibit L to the Purchase Agreements signed by Plaintiffs .....5 - 7 pp.

B. Agreement to Terminate Condominium Hotel.....8 – 9 pp.

FILED  
Electronically  
CV12-02222  
2023-08-10 04:43:53 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9824975

# Exhibit A

**EXHIBIT L**

**CERTIFICATION OF PURCHASER  
REGARDING REPRESENTATIONS MADE IN CONNECTION WITH  
PURCHASE OF HOTEL CONDOMINIUM UNIT**

The undersigned ("**Purchaser**") certifies that:

1. he/she has executed a Purchase and Sale Agreement for a hotel condominium unit (a "**Unit**") in the Grand Sierra Resort, Reno, Nevada (the "**Hotel**");
2. he/she has been told that purchase of a Unit is suitable for persons who are seeking to use their Units as a second home or vacation property, and who desire the benefits of property ownership, combined with access to all of a luxury hotel's services and amenities like restaurants, concierge, room service and spas;
3. he/she has been informed that Units are not suitable as an investment for persons seeking primarily rental income;
4. he/she has been informed that the Hotel will offer a rental program for Units, but the details of the rental program terms cannot be discussed until after Purchaser has signed a Purchase and Sale Agreement for a Unit; and
5. he/she has not discussed the Hotel's rental program for Units with any agent of the Hotel, has not received any information from any agent of the Hotel regarding the economic or tax benefits that may be derived by the Purchaser from the rental of the Unit, or any information regarding occupancy rates or hotel rental rates of comparable hotels, and has not received any projections or estimates of any economic benefits from ownership and/or rental of the Unit.
6. that neither Seller, nor any employee, agent, contractor or other person in any way related to Seller ever at any time a) suggested, stated or implied that the Purchased Unit, if placed by Purchaser in any Hotel rental program would earn a profit from such rental program, b) suggested, stated, implied or provided Purchaser with any financial records, forecasts or projections for the Hotel or the Purchased Unit which information could in any way cause Purchaser to conclude that it would derive a profit by participating in any rental program offered by the Hotel, or c) in any other way induced or influenced Purchaser to participate in any rental program offered by the Hotel or induced Purchaser not to make the Purchased Unit available for rental by other means.

IN WITNESS WHEREOF, the undersigned Purchaser has signed this Certification as of the date stated below.

Date: 3.17.06

FILED  
Electronically  
CV12-02222  
2023-08-10 04:43:53 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9824975

# Exhibit B

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

**DOC #5365056**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[End of Page – Signatures Follow]

EXECUTION

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

**HOTEL UNIT OWNER:**

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

By: \_\_\_\_\_  
Alex Meruelo  
Manager

**80% of UNITS' OWNERS:**

AM-GSR HOLDINGS LLC  
a Nevada limited liability company

By: \_\_\_\_\_  
Alex Meruelo  
Manager

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

By: \_\_\_\_\_  
Alex Meruelo  
Manager

CERTIFICATION ON NEXT PAGE

**Certification**

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

**ASSOCIATION:**

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

By: Richard M. Teichner  
Richard M. Teichner, Receiver

STATE OF NEVADA       )  
                                  )  
COUNTY OF \_\_\_\_\_)

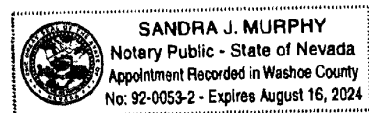
This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Alex Meruelo as Manager of MEI-GSR Holdings, LLC, a Nevada limited liability company, as manager of AM-GSR HOLDINGS LLC, a Nevada limited liability company, and as manager of GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a California limited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

\_\_\_\_\_  
Notary Public

STATE OF NEVADA       )  
                                  )  
COUNTY OF WASHOE    )

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

Sandra J. Murphy  
Notary Public



**Certification**

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

**ASSOCIATION:**

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

By: \_\_\_\_\_  
Richard M. Teichner, Receiver

STATE OF NEVADA       )  
                                  )  
COUNTY OF \_\_\_\_\_)

SEE ATTACHED

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

\_\_\_\_\_  
Notary Public

STATE OF NEVADA       )  
                                  )  
COUNTY OF WASHOE    )

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

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT

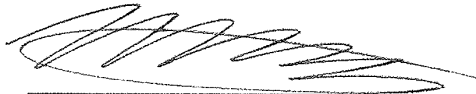
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

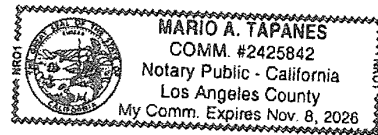
On **JANUARY 25, 2023**, before me, **MARIO A. TAPANES**, a Notary Public, personally appeared **ALEX MERUELO**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same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

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

WITNESS my hand and official seal.



Mario A. Tapanes  
Notary Public



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

---

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

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

EXHIBIT A

Legal Description

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

PARCEL 1:

All that certain lot, piece or parcel of land situated in  
the City of Reno, County of Washoe, State of Nevada,  
Section Seven (7), Township Nineteen (19) North, Range  
Twenty (20) East, 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 R/S 4787", said point also being the  
Northeast corner of Parcel 1 of Parcel Map 338, recorded  
November 10, 1976, Official Records, Washoe County, Nevada;

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

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

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

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

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

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

APN: 012-211-24.

PARCEL 1-A:

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

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

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

BEGINNING at the Northeast corner of Parcel B, as shown on Parcel Map No. 227, filed in the office of the Washoe County Recorder on the 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, 50.00 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, 50.00 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, 351.61 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 858.06 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. 434483; thence along the Westerly, Southerly, and Easterly lines of said Watson and Meehan Corporation Property the following three (3) courses and distances: 1) South 00°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 Northeastly corner of Parcel No. 1, as shown on  
 the Parcel Map No. 338, filed in the Office of Washoe  
 County Recorder on November 10, 1976, File No. 434451;  
 thence North 88°16'07" East, along the Southerly right of  
 way line of Glendale Avenue, a distance of 156.65 feet;  
 thence South 02°12'06" East a distance of 4.24 feet to the  
 Northeast corner of a concrete block wall, thence South  
 02°12'06" East, along Easterly face of said block wall, a  
 distance of 13.05 feet to an angle point in said block  
 wall; thence North 88°00'20" East, along the Northerly  
 line of said block wall, a distance of 61.31 feet to a chain  
 link fence; thence along said chain link fence the  
 following seventeen (17) courses and distances; 1) South  
 88°11'19" East, a distance of 10.04 feet; 2) South 79°03'12"  
 East, a distance of 10.54 feet; 3) South 70°04'24" East, a  
 distance of 9.08 feet; 4) South 56°48'54" East, a distance  
 of 10.33 feet; 5) South 52°50'24" East, a distance of 49.76  
 feet; 6) South 49°03'32" East, a distance of 10.57 feet; 7)  
 South 38°43'47" East, a distance of 78.93 feet; 8) South  
 41°32'11" 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 62°53'42" East a distance of 151.28 feet;  
 12) South 52°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°48'19" West, along a circular curve to the right with a radius of 750.00 feet and a central angle of 27°10'38", and arc length of 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°03'08" 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. 434484, 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°31'28" an arc length of 123.19 feet; thence North 77°48'23" West a distance of 234.00 feet; thence South 26°13'03" West a distance of 280.15 feet to the

Continued on next page

Northerly line of Mill Street; thence North  $63^{\circ}44'52''$  West, along the Northerly line of Mill Street, a distance of 208.34 feet to the Point of Beginning.

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

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

APN: 012-211-26

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



## WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
KALIE M. WORK, RECORDER

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

### LEGIBILITY NOTICE

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

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

Teresa A. Gearhart  
Signature

February 27, 2023  
Date

Teresa A. Gearhart  
Printed Name

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

) ORDER

) Case#: CV12-02222

) Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on Defendants' Objections to Receiver's Spreadsheet Calculation of Net Rents to Be Paid to Defendants on August 1, 2023. ("Objection")<sup>1</sup> The Court finds that the calculations included in the Spreadsheet by the Receiver are in compliance with the Court's order. The Court further finds that the following items contained in Defendants' Objection are part of the true up process and final accounting:  
Plaintiffs' share of Receiver's fees paid by GSR \$19,328.66

<sup>1</sup> The Court has reviewed the Plaintiffs Opposition to Defendants' Objections to Receiver's Spreadsheet Calculation of Net Rents to Be Paid to Defendants filed on August 3, 2023; the Receiver's Response to Defendants' Objections to Receiver's Spreadsheet Calculation of Net Rents to Be Paid to Defendants filed on August 9, 2023; Defendants Reply in Support of Defendants' Objections to Receiver's Spreadsheet Calculation of Net Rents to Be Paid to Defendants filed on August 10, 2023; and, Defendants' Reply to Receiver's August 9, 2023 Untimely Filed Response to Defendants' Objections to Receiver's Spreadsheet Calculation of Net Rents to be Paid to Defendants filed on August 11, 2023.

1 UOA Special Assessment not reimbursed to GSR \$79,532.59

2 Plaintiffs' balance of unpaid expenses due GSR \$171,705.77

3 Accordingly, the Objection is overruled.

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Dated this 14th day August, 2023.

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Hon. Elizabeth Gonzalez, (Ret.)

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Sr. District Court Judge

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**CERTIFICATE OF SERVICE**

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;  
that on the 14th day of August, 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.

  
\_\_\_\_\_

1 **2630**

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 5<sup>th</sup> Floor Executive Offices  
11 2535 Las Vegas Boulevard South  
12 Las Vegas, NV 89109  
13 Tel: 562.454.9786  
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15 ann.hall@meruelogroup.com  
16 david.mcelhinney@meruelogroup.com

17 JORDAN T. SMITH, ESQ.  
18 Nevada Bar No. 12097  
19 PISANELLI BICE PLLC  
20 400 South 7<sup>th</sup> Street, Suite 300  
21 Las Vegas, Nevada 89101  
22 Tel: 702.214.2100  
23 JTS@pisanellibice.com

24 *Attorneys for Defendants MEI-GSR Holdings,*  
25 *LLC, AM-GSR Holdings, LLC, and GAGE*  
26 *Village Commercial Development, LLC*

16 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

17 **IN AND FOR THE COUNTY OF WASHOE**

19 ALBERT THOMAS, et al.,

20 Plaintiffs,

21 v.

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

Defendants.

Case No. CV12-02222

Dept. No.: OJ37

**DEFENDANTS' OBJECTIONS TO**  
**RECEIVER'S SPREADSHEET**  
**CALCULATION OF NET RENTS TO**  
**BE PAID TO DEFENDANTS**

1       **I.       INTRODUCTION**

2           On Monday September 11, 2023, the Receiver forwarded a spreadsheet by electronic mail  
3 to all counsel entitled, “Calculation of Net Rents Due to Plaintiffs for the Month of July 2023 Using  
4 Temporarily Determined Charges for the Two Respective Ranges DUF Charges Based on the Two  
5 of Three Respective Ranges of DUF Charges Used for 2021, for the Combined SFEU (sic) and HE  
6 Charge Based on the Combined Estimated SFUE and HE Charge Used for 2021 and for the Reserve  
7 Charges Based on 75% of the Reserve Charges Used for 2020”. A true and correct copy of said  
8 email and spreadsheet is attached hereto and incorporated herein as **Exhibit 1**.

9       **II.       ARGUMENT**

10       **A.    The Dissolution of the GSRUOA Precludes the Need to Collect Reserve Funds**

11           On August 28, 2023, this Court entered an Order wherein the Court advised that while the  
12 Receiver may decide to order and oversee reserve studies for prior years’ assessments, it is not  
13 necessary to do so for future reserve needs because the GSRUOA is in the process of being  
14 dissolved. (See August 28, 2023 Order, pg. 1:23-24; 2:1-5, attached hereto as **Exhibit 2**). In light  
15 of the Court’s order, it is no longer necessary nor appropriate for the Receiver to continue collecting  
16 reserve funds from Plaintiffs and Defendants for future reserve needs. Defendants therefore  
17 formally object to the Receiver’s deduction of reserve contributions from the net rental income in  
18 his August, as well as all future, net rental income calculations.

19       **B.    Receiver by his Own Admission has Failed to Open a Separate Interest Bearing**  
20       **Account to Hold the Reserve Funds Resulting in an Improper Comingling of the**  
21       **Reserve Funds With the Monies in his Receivership Account**

22           This Court in its July 27, 2023 Order Finding Defendants in Contempt specifically ordered  
23 and directed that within 45 days of the entry of the written order, all reserve funds are to be  
24 transferred to a separate interest-bearing account designated by the Receiver. (See the July 27, 2023  
25 Order, pg. 3:5-6 attached hereto as **Exhibit 3**). On September 11, 2023, Reed Brady, Executive  
26 Director of Finance and Accounting at Grand Sierra Resort, requested copies of the bank statements  
27 showing the reserve account balances in order to account for the same on the GSR books. The  
28 Receiver responded admitting that he had no such statements and that he had failed to set up the

1 separate interest bearing account as ordered by the Court. A true and correct copy of the email  
2 exchange between Reed Brady and the Receiver dated September 11, 2023 is attached hereto as  
3 **Exhibit 4.** The Receiver's failure to open a separate interest bearing account has resulted in an  
4 improper comingling of the reserve funds with the other funds currently held in his receivership  
5 account which is in violation of this Court's July 27, 2023 Order. Defendants request that the Court  
6 instruct the Receiver to immediately open a separate interest bearing account and transfer into that  
7 account any and all reserve contribution funds collected by the Receiver to date.

### 8 **III. CONCLUSION**

9 Defendants request entry of this Court's Order that the Receiver immediately return to the  
10 Plaintiffs and Defendants their respective reserve contributions that the Receiver has withheld from  
11 the August net rents and further order that for all future calculations, the Receiver discontinue the  
12 withholding of reserve funds from his net rental income calculations. Additionally, Defendants  
13 request entry of this Court's Order requiring the Receiver to immediately open an interest bearing  
14 Reserve Account and to transfer the withheld July reserve contributions into the interest bearing  
15 account.

### 16 **AFFIRMATION** 17 **Pursuant to NRS 239B.030**

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

20 RESPECTFULLY SUBMITTED this September 14, 2023.

21 /s/ David C. McElhinney  
22 ABRAN VIGIL, ESQ.  
23 Nevada Bar No. 7548  
24 ANN HALL, ESQ.  
25 Nevada Bar No. 5447  
26 DAVID C. McELHINNEY, ESQ.  
27 Nevada Bar No. 0033  
28 MERUELO GROUP, LLC  
Legal Services Department  
5<sup>th</sup> Floor Executive Offices  
2535 Las Vegas Boulevard South  
Las Vegas, NV 89109  
*Attorneys for Defendants*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCp 5(b), I certify that I am employed in County of Washoe, State of Nevada  
3 and on this date, I served a true and correct copy of the foregoing **DEFENDANTS' OBJECTIONS**  
4 **TO RECEIVER'S SPREADSHEET CALCULATION OF NET RENTS TO BE PAID TO**  
5 **DEFENDANTS** to the parties listed below, via electronic service through the Second Judicial  
6 District Court's eFlex Electronic Filing System:

7 G. David Robertson, Esq. SBN 1001  
8 Jarrad C. Miller, Esq., SBN 7093  
9 Briana N. Collings, Esq. SBN 14694  
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*Attorneys for the Receiver*  
*Richard M. Teichner*

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

18 DATED this September 14, 2023.

19 /s/ Jennifer L. Hess  
20 Jennifer L. Hess  
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**INDEX OF EXHIBITS**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>	<b><u>No. Pages</u></b>
1.	September 11, 2023 email attaching Receiver's July, 2023 spreadsheet calculations of Net Rents due to Plaintiffs and Defendants for July	6
2.	August 28, 2023 Notice of Entry of Order	8
3	July 27, 2023 Order Finding Defendants in Contempt	4
4.	September 11, 2023 email chain between Reed Brady and the Receiver	10

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CV12-02222  
2023-09-14 03:38:42 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9887345 : yvilorla

**EXHIBIT “1”**

**EXHIBIT “1”**

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

**Sent:** Monday, September 11, 2023 2:58 PM

**To:** David McElhinney <David.McElhinney@meruelogroup.com>; Jarrad Miller <jarrad@nvlawyers.com>

**Cc:** Reed Brady <Reed.Brady@GrandSierraResort.com>; Richard Teichner <accountingforensics@gmail.com>; Briana Collings <briana@nvlawyers.com>

**Subject:** Net rents due to Plaintiffs and Defendants for July

Good afternoon Gentlemen. The calculations of the net rents owed to the Plaintiffs for July are reflected in the attached spreadsheet. The calculations for the Defendants are below.

The net rents payable to the Defendants from the Receiver for July is comprised of (1) the gross rents wired by the Defendants in the amount of \$449,607.37, (2) less the net rents payable to the Plaintiffs of \$192,216.77, which is before the charges for their reserves for which they are liable, (3) less the reserve charges on the Defendants' units of \$164,942.78, (4) less the reserve charges on the non-TPOs' units of \$4,181.18, which equals \$88,266.64.

Additionally, since the Receiver overpaid the net rents due to the Defendants for June by \$26,389.44, the amount now due to the Defendants by the Receiver is \$61,877.20.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street

Reno, NV 89503

Phone - 775.329.3151

Direct Line – 775.236.2380

Fax - 775.329.7941

[www.rssblaw.com](http://www.rssblaw.com)

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**Calculation of Net Rents Due to Plaintiffs for the Month of July 2023 Using Temporarily Determined Charges  
for the Two Respective Ranges DUF Charges Based on the Two of Three Respective Ranges of DUF Charges Used for 2021,  
for the Combined SFEU and HE Charge Based on the Combined Estimated SFUE and HE Charge Used for 2021  
and for the Reserve Charges Based on 75% of the Reserve Charges Used for 2020**

Name of Unit Owner	Unit Number	Square Feet of Unit	A	B	C	D	E	F	G	I	J	K	L	M
			Daily Use Fee (DUF)	Number of Room Nights	Gross Rent Collected	DUF Times Room Nights	Gross Rent Net of DUF	Share of Gross Rent Net of DUF	Additional Revenue As DRF (One-Half)	Net Rent Before SFUE-HE Fee Charges	Combined SFUE & HE 0.46 Per Sq Ft	Net Rent Before Reserve Fee	Reserve Fee of \$0.576 Per Sq Ft	Net Rent Due to Unit Owner
			Based on Range of Square Feet											
ORDOVER, LORI	1706	427	25.60	31	4,384.54	793.60	3,590.94	1,795.47	539.33	2,334.80	194.63	2,140.17	245.95	1,894.22
ORDOVER, LORI	1708	427	25.60	31	3,892.48	793.60	3,098.88	1,549.44	479.40	2,028.84	194.63	1,834.21	245.95	1,588.26
MECHAM, DOUG & CHRISTINE	1710	427	25.60	31	5,108.85	793.60	4,315.25	2,157.63	579.28	2,736.90	194.63	2,542.27	245.95	2,296.32
TOKUTOMI, LORI	1711	427	25.60	30	4,200.87	768.00	3,432.87	1,716.44	599.25	2,315.69	194.63	2,121.06	245.95	1,875.11
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1714	1340	22.02	26	6,321.40	572.52	5,748.88	2,874.44	499.38	3,373.82	610.77	2,763.04	771.84	1,991.20
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1715			28	4,286.04	-	4,286.04	2,143.02	559.30	2,702.32	-	2,702.32	-	2,702.32
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1720	558	25.60	31	4,246.44	793.60	3,452.84	1,726.42	479.40	2,205.82	254.34	1,951.48	321.41	1,630.08
KOSSICK, MARY	1728	558	25.60	31	4,621.73	793.60	3,828.13	1,914.07	519.35	2,433.42	254.34	2,179.08	321.41	1,857.67
ROBERTS, LAVERNE	1729	427	25.60	30	4,085.06	768.00	3,317.06	1,658.53	499.38	2,157.91	194.63	1,963.28	245.95	1,717.33
KOSSICK, MARY	1730	558	25.60	30	4,865.62	768.00	4,097.62	2,048.81	499.38	2,548.19	254.34	2,293.85	321.41	1,972.44
TAKAKI, STEVE	1732	558	25.60	31	4,530.18	793.60	3,736.58	1,868.29	489.38	2,357.67	254.34	2,103.33	321.41	1,781.92
POPE, TERRY & NANCY	1740	427	25.60	31	3,832.72	793.60	3,039.12	1,519.56	479.40	1,998.96	194.63	1,804.33	245.95	1,558.38
CARRERA PROPERTY (MGR BRETT MENMIUR)	1742	427	25.60	31	4,691.55	793.60	3,897.95	1,948.98	619.23	2,568.20	194.63	2,373.57	245.95	2,127.62
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1749	1,340	22.02	26	3,717.57	572.52	3,145.05	1,572.53	519.35	2,091.88	610.77	1,481.10	771.84	709.26
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1750			25	6,373.15	-	6,373.15	3,186.58	459.43	3,646.00	-	3,646.00	-	3,646.00
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1755	552	25.60	31	4,480.55	793.60	3,686.95	1,843.48	519.35	2,362.83	251.60	2,111.22	317.95	1,793.27
HOM, MAY ANNE	1756	420	25.60	31	4,150.07	793.60	3,356.47	1,678.24	499.38	2,177.61	191.44	1,986.17	241.92	1,744.25
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1757	552	25.60	31	4,433.42	793.60	3,639.82	1,819.91	489.41	2,309.32	251.60	2,057.72	317.95	1,739.77
TMI PROPERTY GROUP, LLC	1762	420	25.60	31	3,861.53	793.60	3,067.93	1,533.97	519.35	2,053.32	191.44	1,861.88	241.92	1,619.96
FADRILAN, RAMON & FAYE	1763	552	25.60	30	4,484.92	768.00	3,716.92	1,858.46	499.38	2,357.84	251.60	2,106.23	317.95	1,788.28
TAYLOR, JAMES & CAROL C ET AL	1769	552	25.60	31	4,490.44	793.60	3,696.84	1,848.42	499.38	2,347.80	251.60	2,096.19	317.95	1,778.24
TMI PROPERTY GROUP, LLC	1770	420	25.60	29	4,019.87	742.40	3,277.47	1,638.74	579.28	2,218.01	191.44	2,026.57	241.92	1,784.65
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1773	552	25.60	30	3,812.53	768.00	3,044.53	1,522.27	479.40	2,001.67	251.60	1,750.06	317.95	1,432.11
TAYLOR, JAMES & CAROL C ET AL	1775	420	25.60	31	4,961.62	793.60	4,168.02	2,084.01	619.23	2,703.24	191.44	2,511.80	241.92	2,269.88
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1778	420	25.60	30	4,049.03	768.00	3,281.03	1,640.52	479.40	2,119.92	191.44	1,928.48	241.92	1,686.56
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1780	420	25.60	31	4,535.19	793.60	3,741.59	1,870.80	499.38	2,370.17	191.44	2,178.73	241.92	1,936.81
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1781	420	25.60	30	4,014.15	768.00	3,246.15	1,623.08	459.43	2,082.50	191.44	1,891.06	241.92	1,649.14
RAGHURAM, LIV TRUST, RAJ & USHA	1790	420	25.60	31	4,209.73	793.60	3,416.13	1,708.07	499.38	2,207.44	191.44	2,016.00	241.92	1,774.08
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1791	434	25.60	31	4,344.23	793.60	3,550.63	1,775.32	519.35	2,294.67	197.82	2,096.85	249.98	1,846.86
HAY, BARRY	1802	427	25.60	30	4,063.47	768.00	3,295.47	1,647.74	499.38	2,147.11	194.63	1,952.48	245.95	1,706.53
RAINES, SANDI	1803	427	25.60	30	4,353.05	768.00	3,585.05	1,792.53	459.43	2,251.95	194.63	2,057.32	245.95	1,811.37
RAINES, SANDI	1805	427	25.60	30	3,711.29	768.00	2,943.29	1,471.65	579.28	2,050.92	194.63	1,856.29	245.95	1,610.34
MOLL, DANIEL AND PATRICIA	1806	427	25.60	30	3,846.83	768.00	3,078.83	1,539.42	459.43	1,998.84	194.63	1,804.21	245.95	1,558.26
WILLIAMS, ROBERT	1822	558	25.60	31	3,802.56	793.60	3,008.96	1,504.48	619.23	2,123.71	254.34	1,869.37	321.41	1,547.96
WILLIAMS, ROBERT	1824	558	25.60	29	4,148.13	742.40	3,405.73	1,702.87	479.40	2,182.27	254.34	1,927.93	321.41	1,606.52
WILLIAMS, ROBERT	1826	558	25.60	30	3,767.23	768.00	2,999.23	1,499.62	579.28	2,078.89	254.34	1,824.55	321.41	1,503.15
VAGUIHELYI FAMILY TRUST, GEORGE & MEJISSA	1827	427	25.60	30	4,391.20	768.00	3,623.20	1,811.60	479.40	2,291.00	194.63	2,096.37	245.95	1,850.42

SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1828	558	25.60	30	4,587.04	768.00	3,819.04	1,909.52	479.40	2,388.92	254.34	2,134.58	321.41	1,813.18
HENDERSON, WILLIAM A & CHRISTINE	1832	558	25.60	31	4,483.55	793.60	3,689.95	1,844.98	479.40	2,324.38	254.34	2,070.04	321.41	1,748.63
YIN, DOMINIC	1837	427	25.60	31	4,681.17	793.60	3,887.57	1,943.79	559.30	2,503.09	194.63	2,308.46	245.95	2,062.51
MIYAMOTO/DELEON/ WAN, BENTON	1838	427	25.60	31	4,120.16	793.60	3,326.56	1,663.28	519.35	2,182.63	194.63	1,988.00	245.95	1,742.05
TOM TRUST, GARRET & ANITA	1845	427	25.60	31	4,453.64	793.60	3,660.04	1,830.02	459.43	2,289.45	194.63	2,094.82	245.95	1,848.87
PEDERSON, ROBERT & LOU ANN	1847	427	25.60	30	3,741.58	768.00	2,973.58	1,486.79	451.93	1,938.72	194.63	1,744.09	245.95	1,498.14
RICHE, KENNETH & MAXINE	1865	552	25.60	30	4,137.79	768.00	3,369.79	1,684.90	409.48	2,094.37	251.60	1,842.77	317.95	1,524.82
QUINN, JEFFREY & BARBARA	1870	420	25.60	31	4,137.16	793.60	3,343.56	1,671.78	619.23	2,291.01	191.44	2,099.57	241.92	1,857.65
KAPLAN, TIMOTHY	1874	420	25.60	28	3,811.54	716.80	3,094.74	1,547.37	559.30	2,106.67	191.44	1,915.23	241.92	1,673.31
NADINE'S REAL ESTATE	1886	420	25.60	30	4,371.31	768.00	3,603.31	1,801.66	419.48	2,221.13	191.44	2,029.69	241.92	1,787.77
ALEXANDER LIVING TRUST, MARIE ANN	1902	427	25.60	30	3,967.32	768.00	3,199.32	1,599.66	499.38	2,099.04	194.63	1,904.41	245.95	1,658.46
TOM TRUST, GARRET & ANITA	1903	427	25.60	31	4,470.08	793.60	3,676.48	1,838.24	519.35	2,357.59	194.63	2,162.96	245.95	1,917.01
LEE FAMILY TRUST	1905	427	25.60	31	4,138.05	793.60	3,344.45	1,672.23	494.38	2,166.60	194.63	1,971.97	245.95	1,726.02
CONDOTEL 1906 LLC, (MGR PHAM JACQUELINE)	1906	427	25.60	31	4,149.89	793.60	3,356.29	1,678.15	479.40	2,157.55	194.63	1,962.92	245.95	1,716.97
LEE FAMILY TRUST	1907	427	25.60	31	3,289.72	793.60	2,496.12	1,248.06	459.43	1,707.49	194.63	1,512.86	245.95	1,266.91
CHENG, PETER & ELISA	1908	427	25.60	31	4,130.35	793.60	3,336.75	1,668.38	539.33	2,207.70	194.63	2,013.07	245.95	1,767.12
CHEAH, MELVIN	1911	558	25.60	30	3,760.43	768.00	2,992.43	1,496.22	459.43	1,955.64	254.34	1,701.30	321.41	1,379.90
CAMERON, GREGORY & ROBIN	1926	558	25.60	30	4,683.50	768.00	3,915.50	1,957.75	499.38	2,457.13	254.34	2,202.79	321.41	1,881.38
SHEN, DI	1939	427	25.60	29	4,423.95	742.40	3,681.55	1,840.78	579.28	2,420.05	194.63	2,225.42	245.95	1,979.47
KOSSICK, MARY	1945	427	25.60	28	3,735.17	716.80	3,018.37	1,509.19	439.45	1,948.64	194.63	1,754.01	245.95	1,508.06
PEDERSON, ROBERT & LOU ANN	1961	552	25.60	30	4,145.22	768.00	3,377.22	1,688.61	499.38	2,187.99	251.60	1,936.38	317.95	1,618.43
DUNLAP, JOHN & JANE	1963	552	25.60	30	4,441.98	768.00	3,673.98	1,836.99	499.38	2,336.37	251.60	2,084.76	317.95	1,766.81
VANDERBOKKE, LEE & MADELYN	1971	552	25.60	30	3,901.84	768.00	3,133.84	1,566.92	399.50	1,966.42	251.60	1,714.82	317.95	1,396.87
RICHE, KENNETH & MAXINE	1975	420	25.60	29	3,978.17	742.40	3,235.77	1,617.89	559.30	2,177.19	191.44	1,985.75	241.92	1,743.83
QUINN, JEFFREY	1977	420	25.60	31	4,534.77	793.60	3,741.17	1,870.59	519.35	2,389.94	191.44	2,198.50	241.92	1,956.58
BROWNE, GUY	2044	427	25.60	31	4,093.91	793.60	3,300.31	1,650.16	499.38	2,149.53	194.63	1,954.90	245.95	1,708.95
KOSSICK, MARY	2055	552	25.60	30	4,410.55	768.00	3,642.55	1,821.28	499.38	2,320.65	251.60	2,069.05	317.95	1,751.10
RIOPELLE FAMILY TRUST, JEFFREY	2059	552	25.60	31	4,258.26	793.60	3,464.66	1,732.33	479.40	2,211.73	251.60	1,960.13	317.95	1,642.18
SILKSCAPE INC	2063	552	25.60	29	3,779.38	742.40	3,036.98	1,518.49	411.98	1,930.47	251.60	1,678.86	317.95	1,360.91
ALEXANDER LIVING TRUST, MARIE ANN	2065	552	25.60	28	4,433.27	716.80	3,716.47	1,858.24	459.43	2,317.66	251.60	2,066.06	317.95	1,748.11
KOSSICK, MARY	2068	420	25.60	30	4,198.11	768.00	3,430.11	1,715.06	559.28	2,274.33	191.44	2,082.89	241.92	1,840.97
HAY, BARRY	2075	420	25.60	31	4,170.29	793.60	3,376.69	1,688.35	499.38	2,187.72	191.44	1,996.28	241.92	1,754.36
TORABKHAN, FARHAD & TAVAKOL, SAHAR	2076	420	25.60	30	4,019.78	768.00	3,251.78	1,625.89	479.40	2,105.29	191.44	1,913.85	241.92	1,671.93
LUTZ, RICHARD/SANDRA	2087	420	25.60	28	4,712.34	716.80	3,995.54	1,997.77	559.30	2,557.07	191.44	2,365.63	241.92	2,123.71
CHANDLER, NORMAN	2104	427	25.60	31	4,278.08	793.60	3,484.48	1,742.24	519.35	2,261.59	194.63	2,066.96	245.95	1,821.01
LINDGREN, DARLEEN	2157	552	25.60	28	4,153.52	716.80	3,436.72	1,718.36	399.50	2,117.86	251.60	1,866.25	317.95	1,548.30
JL & YL HOLDINGS	2165	552	25.60	30	4,738.13	768.00	3,970.13	1,985.07	469.40	2,454.47	251.60	2,202.86	317.95	1,884.91
HURLEY, MICHAEL	2167	552	25.60	30	3,907.29	768.00	3,139.29	1,569.65	459.43	2,029.07	251.60	1,777.47	317.95	1,459.52
M & Y HOLDINGS	2169	552	25.60	31	4,171.59	793.60	3,377.99	1,689.00	409.38	2,098.37	251.60	1,846.77	317.95	1,528.82
PARKER, SUZANNE & LOREN	2179	420	25.60	29	3,958.37	742.40	3,215.97	1,607.99	439.43	2,047.41	191.44	1,855.97	241.92	1,614.05
WINDHORST TRUST, DUANE H & MARILYN	2181	420	25.60	29	3,963.37	742.40	3,220.97	1,610.49	439.45	2,049.94	191.44	1,858.50	241.92	1,616.58
SON, KWANG SOON	2189	420	25.60	30	4,037.01	768.00	3,269.01	1,634.51	439.45	2,073.96	191.44	1,882.52	241.92	1,640.60
PEDERSON, ROBERT R & LOU ANN	2261	552	25.60	26	4,119.06	665.60	3,453.46	1,726.73	419.48	2,146.21	251.60	1,894.60	317.95	1,576.65
SHAMIEH, ELIAS & EMAN	2275	420	25.60	31	4,852.85	793.60	4,059.25	2,029.63	519.35	2,548.98	191.44	2,357.54	241.92	2,115.62
CHOI, KI NAM & YOUNG JA	2279	420	25.60	30	4,489.91	768.00	3,721.91	1,860.96	479.40	2,340.36	191.44	2,148.92	241.92	1,907.00
YOO, KUK HYUN & SANG YOON	2283	420	25.60	30	4,272.70	768.00	3,504.70	1,752.35	279.65	2,032.00	191.44	1,840.56	241.92	1,598.64
WEISS FAMILY TRUST, IRENE	2326	558	25.60	23	4,051.07	588.80	3,462.27	1,731.14	524.36	2,255.49	254.34	2,001.15	321.41	1,679.75
FISH, FREDERICK OR LISA	2328	558	25.60	28	4,502.14	716.80	3,785.34	1,892.67	379.53	2,272.20	254.34	2,017.86	321.41	1,696.45
IZADY/AKASHEH MICHAEL/ANAHD	2337	427	25.60	26	3,978.72	665.60	3,313.12	1,656.56	479.40	2,135.96	194.63	1,941.33	245.95	1,695.38

PEDERSON, ROBERT & LOU ANN	2345	427	25.60	26	4,059.91	665.60	3,394.31	1,697.16	519.35	2,216.51	194.63	2,021.88	245.95	1,775.93
FISH, FREDERICK OR LISA	2347	427	25.60	28	3,841.73	716.80	3,124.93	1,562.47	419.48	1,981.94	194.63	1,787.31	245.95	1,541.36
RICHE, KENNETH & MAXINE	2357	552	25.60	27	4,632.49	691.20	3,941.29	1,970.65	539.33	2,509.97	251.60	2,258.37	317.95	1,940.42
PEDERSON 1990 TRUST	2359	552	25.60	28	3,648.87	716.80	2,932.07	1,466.04	419.48	1,885.51	251.60	1,633.91	317.95	1,315.96
NUNN, HENRY III & D'ARCY C	2365	552	25.60	27	3,598.40	691.20	2,907.20	1,453.60	539.33	1,992.93	251.60	1,741.32	317.95	1,423.37
MINER, WILLIAM B JR	2371	552	25.60	25	4,027.23	640.00	3,387.23	1,693.62	379.53	2,073.14	251.60	1,821.54	317.95	1,503.59
VANDERBOKKE, LEE	2385	420	25.60	22	4,002.03	563.20	3,438.83	1,719.42	439.45	2,158.87	191.44	1,967.43	241.92	1,725.51
TRUONG, CHANH T	2389	420	25.60	28	4,192.34	716.80	3,475.54	1,737.77	439.45	2,177.22	191.44	1,985.78	241.92	1,743.86
SOHN, SANG DAE & KEUM S	2475	420	25.60	28	3,833.89	716.80	3,117.09	1,558.55	519.35	2,077.90	191.44	1,886.46	241.92	1,644.54
TOTALS					<u>402,751.21</u>	<u>70,265.04</u>	<u>332,486.17</u>	<u>166,243.09</u>	<u>46,856.16</u>	<u>213,099.25</u>	<u>20,882.48</u>	<u>192,216.77</u>	<u>26,389.44</u>	<u>165,827.33</u>

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2023-09-14 03:38:42 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9887345 : yvilorla

# EXHIBIT “2”

# EXHIBIT “2”

1 CODE: 2540  
2 F. DEARMOND SHARP, ESQ., NSB 780  
3 [dsharp@rssblaw.com](mailto:dsharp@rssblaw.com)  
4 STEFANIE T. SHARP, ESQ. #8661  
5 [ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)  
6 **ROBISON, SHARP, SULLIVAN & BRUST**  
7 71 Washington Street  
8 Reno, Nevada 89503  
9 Telephone: (775) 329-3151  
10 Facsimile: (775) 329-7169  
11 *Attorneys for the Receiver for the Grand Sierra Resort*  
12 *Unit Owners' Association, Richard M. Teichner*

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

14 IN AND FOR THE COUNTY OF WASHOE

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

Case No.: CV12-02222

16 Plaintiff,

Dept. No.: 10

17 vs.

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

27 Defendants.  
28 \_\_\_\_\_/

**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE that an ORDER regarding the MOTION FOR INSTRUCTIONS TO RECEIVER filed on July 6, 2023, was entered on August 28, 2023. A copy of which is attached hereto as Exhibit "1".

**AFFIRMATION:** The undersigned does hereby affirm that this document does not

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contain the Social Security Number of any person.

DATED this 28th day of August 2023.

ROBISON, SHARP, SULLIVAN & BRUST  
71 Washington Street  
Reno, Nevada 89503

/s/ Stefanie T. Sharp  
F. DEARMOND SHARP, ESQ.  
STEFANIE T. SHARP, ESQ.  
*Attorneys for Receiver*

Robison, Sharp,  
Sullivan & Brust  
71 Washington St.  
Reno, NV 89503  
(775) 329-3151

1 **CERTIFICATE OF SERVICE**

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

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

6 Abran Vigil, Esq.  
7 Meruelo Group, LLC  
8 Legal Services Department  
9 5th Floor Executive Offices  
10 2535 Las Vegas Boulevard South  
11 Las Vegas, NV 89109  
12 *Attorneys for Defendants MEI-GSR Holdings,*  
13 *LLC, Gage Village Commercial Development,*  
14 *LLC, and AM-GSR Holdings, LLC*

12 Jordan T. Smith, Esq.  
13 Pisanelli Bice PLLC  
14 400 South 7th Street, Suite 300  
15 Las Vegas, NV 89101  
16 *Attorneys for Defendants*  
17 *MEI-GSR Holdings, LLC; Gage Village*  
18 *Commercial Development, LLC; and*  
19 *AM-GSR Holdings, LLC*

19 Robert L. Eisenberg, Esq. (NV Bar No. 0950)  
20 Lemons, Grundy & Eisenberg  
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*MEI-GSR Holdings, LLC, Gage Village*  
*Commercial Development, LLC, and*  
*AM-GSR Holdings, LLC*

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*Attorneys for Plaintiffs*

• by electronic mail to:  
Richard M. Teichner, As Receiver for  
GSRUOA  
Teichner Accounting Forensics &  
Valuations, PLLC  
3500 Lakeside Court, Suite 210  
Reno, NV 89509  
[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)

24 DATED: This 28th day of August 2023.

25 /s/ Leslie M. Lucero  
26 Employee of Robison, Sharp, Sullivan & Brust

# Exhibit “1”

FILED  
Electronically  
CV12-02222  
2023-08-28 11:56:28 AM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9854205

# Exhibit “1”

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

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

7 ALBERT THOMAS, et. al.;

8 Plaintiff,

9 vs.

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

12 Defendant.  
13  
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ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

16  
17 Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being  
18 fully informed rules on MOTION FOR INSTRUCTIONS TO RECEIVER filed on July 6, 2023.  
19 ("Motion")<sup>1</sup> The Receiver should focus on winding up the GSRUOA to reach final  
20 accountings/true ups so the units can be appraised and sold. Given this mission a new reserve study  
21 may be unnecessary.  
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23 If the Receiver believes that a Reserve study for prior years is necessary, the Reserve consultant's  
24 fees should be allocated between the Defendants and Plaintiffs based on the respective number of  
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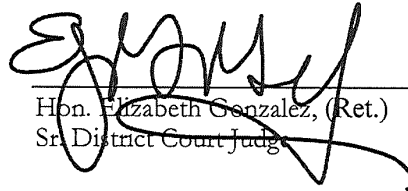
26  
27 <sup>1</sup> The Court has reviewed the RESPONSE TO RECEIVER'S MOTION FOR INSTRUCTIONS TO RECEIVER filed on July 20, 2023; the  
28 DEFENDANTS' OPPOSITION TO RECEIVER'S MOTION FOR INSTRUCTIONS TO RECEIVER (FILED 7/6/2023) filed on July 26, 2023;  
RECEIVER'S REPLY TO DEFENDANTS' RESPONSE TO RECEIVER'S MOTION FOR INSTRUCTIONS TO RECEIVER (FILED ON  
7/6/2023) filed on July 31, 2023; and, JOINDER TO RECEIVER'S REPLY IN SUPPORT OF MOTION FOR INSTRUCTIONS filed on July 31,  
2023.

1 total units owned by each, which are 560 units owned by the Defendants and 93 units owned by the  
2 Plaintiffs, resulting in Defendants and Plaintiffs paying 85.76% and 14.24%, respectively. As the  
3 Association is in the process of being dissolved this should not include any future reserve needs but  
4 only prior assessments.  
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6 The Court will determine the disposition of remaining reserve funds, if any after the completion of  
7 the final accountings/true ups.  
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Dated this 28th day August, 2023.

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Hon. Elizabeth Gonzalez, (Ret.)  
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 28th day of August, 2023, I electronically filed the foregoing with the Clerk  
4 of 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.  
17 JENNIFER HOSTETLER, ESQ.  
18 ANN HALL, ESQ.  
19 JAMES PROCTOR, ESQ.  
20 JORDAN SMITH, ESQ.

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FILED  
Electronically  
CV12-02222  
2023-09-14 03:38:42 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9887345 : yvilorla

**EXHIBIT “3”**

**EXHIBIT “3”**

1 CODE: 3370  
2 Jarrad C. Miller, Esq. (NV Bar No. 7093)  
3 Briana N. Collings, Esq. (NV Bar No. 14694)  
4 Robertson, Johnson, Miller & Williamson  
5 50 West Liberty Street, Suite 600  
6 Reno, Nevada 89501  
7 Telephone: (775) 329-5600  
8 Facsimile: (775) 348-8300  
9 [jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)  
10 [briana@nvlawyers.com](mailto:briana@nvlawyers.com)

11 Robert L. Eisenberg, Esq. (NV Bar No. 0950)  
12 Lemons, Grundy & Eisenberg  
13 6005 Plumas Street, Third Floor  
14 Reno, Nevada 89519  
15 Telephone: (775) 786-6868  
16 Facsimile: (775) 786-9716  
17 [rle@lge.net](mailto:rle@lge.net)

18 Attorneys for Plaintiffs

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

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

22 Plaintiffs,

23 vs.

Case No. CV12-02222  
Dept. No. OJ41

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

Defendants.

**ORDER FINDING DEFENDANTS IN CONTEMPT**

On June 6 through 8, 2023, the Court held a hearing on Plaintiffs' various Motions for Orders to Show Cause. Based upon the pleadings, papers on file herein, and the oral argument and evidence admitted at the hearing, the Court rules as follows on two such motions:

1 With respect to the Applications for Order to Show Cause filed February 1st, 2022, and  
2 December 29th, 2022, the Appointment Order dated January 7, 2015 provides in pertinent part,  
3 “It is further ordered that Defendants and any other person or entity who may have possession,  
4 custody or control of any property, including any of their agents, representatives, assignees, and  
5 employees shall do the following: . . . Turn over to the Receiver all rents, dues, reserves and  
6 revenues derived from the Property wherever and in whatsoever mode maintained.”

7 This language is clear and unambiguous. While the Receiver has testified that he initially  
8 chose to monitor the existing reserve accounts rather than opening new accounts, this did not  
9 change the entity who was in control of those funds.

10 On September 15th, 2021, a request was renewed by Receiver’s counsel to transfer the  
11 funds, including the reserve funds, regardless of the account the reserve funds were in. Since the  
12 appointment of the Receiver, the reserve funds have been under the control of the Receiver  
13 pursuant to the Appointment Order.

14 Neither the Court nor the Receiver authorized any withdrawal of funds from the reserve  
15 account. Although the Defendants filed motions with the Court to approve certain capital  
16 expenditures, they did not obtain a decision.

17 The Court finds by clear and convincing evidence that Defendants willfully violated the  
18 Appointment Order by withdrawing \$3,562,441.28 in 2021 and \$12,892,660.18 in 2022 from the  
19 reserve accounts without approval by the Receiver or the Court. These funds have not been  
20 returned to the reserve accounts.

21 Defendants claim those amounts were largely for prepayment of expenses for the remodel  
22 of the condominiums. Less than 300 units have been remodeled, most owned by entities  
23 affiliated with the Defendants. As the Grand Sierra Resort Unit Owners’ Association has been  
24 dissolved at the request of Defendants prior to completing the remodel, this wrongful conduct is  
25 magnified.

26 Despite the willful misappropriation of the reserve funds by Defendants, the Court is  
27 limited to the penalties in NRS 22.100. The Court orders the following:

1 (1) Within 30 days of the entry of this written order, Defendants are to return the  
2 \$16,455,101.46 misappropriated from the reserve fund along with interest that would  
3 have been earned in the reserve account, or statutory interest, whichever is higher,  
4 from the date of the withdrawal; and

5 (2) Within 45 days of the entry of this written order, transfer all of the reserve funds to a  
6 separate interest-bearing account designated by the Receiver.

7 Fines will be the maximum statutory amount under NRS 22.100(2) of \$500 for this  
8 blatant and contemptuous conduct to be paid to the Plaintiffs and the Court determines the  
9 following additional reasonable expenses under NRS 22.100(3) are to be paid to the Plaintiffs by  
10 Defendants:

11 (1) The reasonable attorney fees for the Plaintiffs in preparing orders from the contempt  
12 proceeding;

13 (2) 75 percent of the reasonable attorney fees for the Plaintiffs preparing for the contempt  
14 proceeding not previously ordered by the Court and 75 percent of the reasonable  
15 attorney fees for the Plaintiffs participating in the contempt proceeding; and

16 (3) The Plaintiffs' share of the reasonable expenses of the Receiver in preparing for and  
17 testifying at the June 6 through 8 proceedings.

18 DATED this 27 day of July, 2023.

19  
20  
21   
22 THE HONORABLE ELIZABETH G. GONZALEZ  
(RET.)

23 Submitted by:

24 ROBERTSON, JOHNSON,  
25 MILLER & WILLIAMSON

26 /s/ Jarrad C. Miller

27 Jarrad C. Miller, Esq. (NV Bar No. 7093)  
28 Briana N. Collings, Esq. (NV Bar No. 14694)  
*Attorneys for Plaintiffs*

FILED  
Electronically  
CV12-02222  
2023-09-14 03:38:42 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9887345 : yvilorla

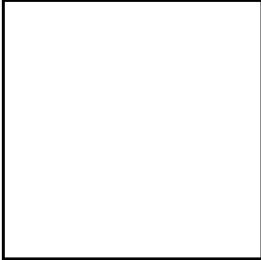
**EXHIBIT “4”**

**EXHIBIT “4”**

---

**From:** Reed Brady [mailto:Reed.Brady@GrandSierraResort.com]  
**Sent:** Tuesday, September 12, 2023 6:35 PM  
**To:** David McElhinney <David.McElhinney@meruelogroup.com>  
**Subject:** Fwd: Net rents due to Plaintiffs and Defendants for July

Thanks  
DRB



**Reed Brady**


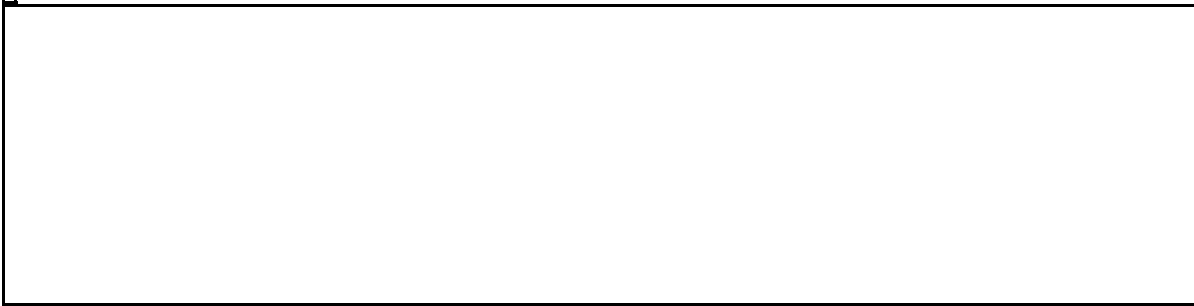
Executive Director of Finance & Accounting

Tel. 775.789.5345 – Mob. 775.240.2900

Reed.Brady@GrandSierraResort.com

2500 E 2nd St – Reno, NV 89595

[GrandSierraResort.com](http://GrandSierraResort.com)



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Begin forwarded message:

**From:** Richard Teichner <accountingforensics@gmail.com>

**Date:** September 12, 2023 at 6:23:34 PM PDT

**To:** Reed Brady <Reed.Brady@grandsierraresort.com>

**Cc:** Stefanie Sharp <ssharp@rssblaw.com>

**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

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---

The only place it can be - in the receivership bank account.

Richard M. Teichner



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

**Reno:**  
3500 Lakeside Ct., Suite 210  
Reno, NV 89509  
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**Las Vegas:**  
8275 S. Eastern Ave., Suite 200  
Las Vegas, NV 89123  
Phone: (702) 724-2645 Fax: (702) 441-4007 Cell: (702) 467-8335  
Email: [accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)  
Website: [accounting-forensics.com](http://accounting-forensics.com)

---

**From:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Sent:** Tuesday, September 12, 2023 6:17 PM  
**To:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>  
**Cc:** 'Stefanie Sharp' <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; david.mcelhinney <[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)>  
**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

So where is the reserve money sitting now?

---

**From:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>  
**Sent:** Tuesday, September 12, 2023 6:01 PM  
**To:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Cc:** 'Stefanie Sharp' <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>  
**Subject:** FW: Net rents due to Plaintiffs and Defendants for July

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---

Reed,

I was having problems with accessing the receivership account online at First Independent Bank. I spoke with customer support multiple times and they were trying to remedy the problem. They said the probable was on their end having to do with interfacing with my computer. I finally contacted both the Senior Director of Commercial Banking and Managing Director of the entire network of FIB in northern Nevada, both of whom I had met in person to discuss the importance of my opening three reserve accounts once the funds were transferred to me from Defendants, especially given the dollar amount of the funds.

I'm mentioning all this as the reason why the reserve accounts have not yet been opened, as I want to be certain that I'll have real time access to the accounts. That said, I finally contacted my own tech person who came up with an idea of my accessing the Internet similar as if I was on the Internet as "incognito", so I tried that and it worked. (I don't know how or why that worked, but fortunately it did.) So, apparently, every time I access an account at FIB I will need to make the temporary change on my computer, which I certainly will do. As a result, for purposes of expediency I am going to open one interest-bearing reserve account until I split the estimated reserves withheld from the Defendants and Plaintiffs for June and July into three separate accounts. However, this week I've been preparing for a deposition in Las Vegas, where I will be going Thursday morning. I have already contacted the person I've been dealing with at the FIB branch where I opened the receivership account and told her that I will be going there next week to open another account i.e., the interest-bearing reserve account.

Richard M. Teichner

<image002.jpg>

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

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Phone: (702) 724-2645 Fax: (702) 441-4007 Cell: (702) 467-8335

Email: [accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)

Website: [accounting-forensics.com](http://accounting-forensics.com)

---

**From:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>

**Sent:** Tuesday, September 12, 2023 10:43 AM

**To:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>; Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>

**Cc:** Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>; Robert L. Eisenberg, Esq <[rle@lge.net](mailto:rle@lge.net)>; Abran Vigil <[Abran.Vigil@meruelogroup.com](mailto:Abran.Vigil@meruelogroup.com)>; Ann Hall <[Ann.Hall@meruelogroup.com](mailto:Ann.Hall@meruelogroup.com)>; Jordan T. Smith <[JTS@pisanellibice.com](mailto:JTS@pisanellibice.com)>; Jennifer Hess <[Jennifer.Hess@meruelogroup.com](mailto:Jennifer.Hess@meruelogroup.com)>

**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

Stefanie, do you know if Mr. Teichner is depositing the reserves he is collecting into a separate interest bearing account?



**David McElhinney**

Associate General Counsel

o:775.789.5330

c:562.413.8528

[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)

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---

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

**Sent:** Tuesday, September 12, 2023 10:35 AM

**To:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>; Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>

**Cc:** David McElhinney <[David.McElhinney@meruelogroup.com](mailto:David.McElhinney@meruelogroup.com)>

**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

Mr. Brady: Mr. Teichner will be in Las Vegas for a couple of days and wanted me to acknowledge receipt of your email. Once he returns, he will contact you regarding your request.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street  
Reno, NV 89503  
Phone - 775.329.3151  
Direct Line – 775.236.2380  
Fax - 775.329.7941  
[www.rssblaw.com](http://www.rssblaw.com)

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---

**From:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>

**Sent:** Monday, September 11, 2023 6:23 PM

**To:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>

**Cc:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; david.mcelhinney <[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)>

**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

Just like we have to provide you with bank statements showing the balances, I am asking for the same thing. I would love to take your word but I need proof for my backup. That is a lot of money that you are holding for the reserves and will only get larger. Also those reserves are supposed to be an interest bearing account. You were supposed to set them up a while ago.

Thanks

---

**From:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>

**Sent:** Monday, September 11, 2023 6:20 PM

**To:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>

**Cc:** 'Stefanie Sharp' <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>

**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

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I'm not sure that we're talking about the same thing. If you're talking about the reserve funds I've withheld when paying the net rents to the Defendants and to the Plaintiffs, you have those amounts from the schedules of the Plaintiffs' net rents and the emails showing the Defendants' net rents, both for June and July. Additionally, as you're aware, the reserve amounts withheld from the Defendants are the same for June and July.

Richard M. Teichner

<image002.jpg>

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

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**Las Vegas:**

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**Phone: (702) 724-2645 Fax: (702) 441-4007 Cell: (702) 467-8335**

**Email: [accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)**

**Website: [accounting-forensics.com](http://accounting-forensics.com)**

---

**From:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>

**Sent:** Monday, September 11, 2023 6:07 PM

**To:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>

**Cc:** 'Stefanie Sharp' <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; david.mcelhinney  
<[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>

**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

You have the funds for June and July, so which bank accounts are those sitting in now?

---

**From:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>

**Sent:** Monday, September 11, 2023 5:56 PM

**To:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>

**Cc:** 'Stefanie Sharp' <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>

**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

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No, I did not set up any accounts for the reserves since the Defendants filed a motion for a stay for the Receiver taking over the reserve accounts. I have no funds for which to open any reserve accounts, as no funds can be transferred yet from the GSR controlled reserve accounts to any Receiver controlled reserve accounts.

Richard M. Teichner

<image002.jpg>

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

**Reno:**

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**Email: [accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)**

---

**From:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Sent:** Monday, September 11, 2023 5:42 PM  
**To:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>  
**Cc:** david.mcelhinney <[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)>; 'Stefanie Sharp' <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

You set up new bank accounts for the reserves correct? I need to see the bank statement showing the amounts so I can attach them to our balance sheet recon. We are still confirming with our outside auditors on how GSR has to account for but these are not an expense to us and should be on our balance sheet. Technically this money is for capital improvements to the GSR condos so it has to be accounted for on our books. Does this make sense?

---

**From:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>  
**Sent:** Monday, September 11, 2023 5:22 PM  
**To:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

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---

I don't understand what you're asking for.

Richard M. Teichner

<image002.jpg>

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

**Reno:**  
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Reno, NV 89509  
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8275 S. Eastern Ave., Suite 200  
Las Vegas, NV 89123  
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Email: [accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)  
Website: [accounting-forensics.com](http://accounting-forensics.com)

---

**From:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>  
**Sent:** Monday, September 11, 2023 5:06 PM  
**To:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>; david.mcelhinney <[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>  
**Cc:** Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>  
**Subject:** RE: Net rents due to Plaintiffs and Defendants for July

Can we get the bank statements showing the Reserve balances for our backup?

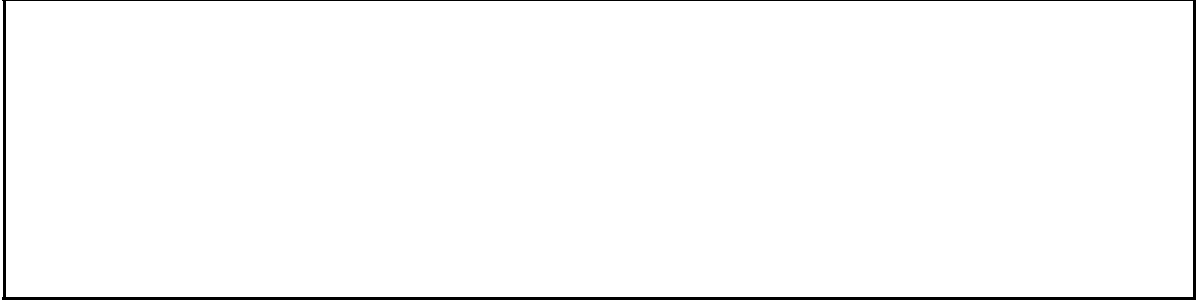
□

**Reed Brady**



Executive Director of Finance & Accounting  
 Tel. 775.789.5345 – Mob. 775.240.2900  
[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)  
 2500 E 2nd St – Reno, NV 89595  
[GrandSierraResort.com](http://GrandSierraResort.com)

<image006.jpg>



<image006.jpg>



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<image006.jpg>

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<image006.jpg>

**From:** Stefanie Sharp <[ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)>

**Sent:** Monday, September 11, 2023 2:58 PM

**To:** david.mcelhinney <[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)>; Jarrad Miller <[jarrad@nvlawyers.com](mailto:jarrad@nvlawyers.com)>

**Cc:** Reed Brady <[Reed.Brady@GrandSierraResort.com](mailto:Reed.Brady@GrandSierraResort.com)>; Richard Teichner <[accountingforensics@gmail.com](mailto:accountingforensics@gmail.com)>; Briana Collings <[briana@nvlawyers.com](mailto:briana@nvlawyers.com)>

**Subject:** Net rents due to Plaintiffs and Defendants for July

**CAUTION:** This message originated from outside your organization.

Good afternoon Gentlemen. The calculations of the net rents owed to the Plaintiffs for July are reflected in the attached spreadsheet. The calculations for the Defendants are below.

The net rents payable to the Defendants from the Receiver for July is comprised of (1) the gross rents wired by the Defendants in the amount of \$449,607.37, (2) less the net rents payable to the Plaintiffs of \$192,216.77, which is before the charges for their reserves for which they are liable, (3) less the reserve charges on the Defendants' units of \$164,942.78, (4) less the reserve charges on the non-TPOs' units of \$4,181.18, which equals \$88,266.64.

Additionally, since the Receiver overpaid the net rents due to the Defendants for June by \$26,389.44, the amount now due to the Defendants by the Receiver is \$61,877.20.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.

<image005.jpg>

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Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222  
Dept. No. OJ41

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

Defendants.

**OPPOSITION TO DEFENDANTS' OBJECTIONS TO RECEIVER'S SPREADSHEET  
CALCULATION OF NET RENTS TO BE PAID TO DEFENDANTS**

COME NOW, Plaintiffs by and through their attorneys of record, the law firms of  
Robertson, Johnson, Miller & Williamson and Lemons, Grundy & Eisenberg, and hereby file  
this Opposition to Defendants' Objections to Receiver's Spreadsheet Calculation of Net Rents to

Robertson, Johnson,  
Miller & Williamson  
50 West Liberty Street,  
Suite 600  
Reno, Nevada 89501

OPPOSITION TO OBJECTIONS TO RECEIVER'S SPREADSHEET CALCULATION OF NET RENTS TO BE PAID TO DEFENDANTS  
PAGE 1

PA2136

1 be Paid to Defendants (“Opposition”). This Opposition is based upon the below memorandum  
2 of points and authorities, all exhibits attached thereto, all papers and pleadings on file herein, and  
3 any oral argument the Court desires to hear.

4 DATED this 18<sup>th</sup> day of September, 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/ Briana N. Collings  
Jarrad C. Miller, Esq.  
12 Briana N. Collings, Esq.  
13 *Attorneys for Plaintiffs*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 In just two paragraphs, Defendants object to the Receiver's July 2023 rent calculation by  
4 both misrepresenting a clear Court order and hurling accusations against the Receiver for  
5 temporarily taking actions that Defendants themselves took for years before misappropriating  
6 nearly all of the reserves. These two paragraphs are the entire substance of Defendants'  
7 objection to the Receiver's July rental proceeds calculation and should be summarily rejected.

8 Last month, the Court rejected Defendants' objections to the Receiver's June 2023 rent  
9 calculations, thereby greatly narrowing the scope of what Defendants can argue this month  
10 without raising the same unsuccessful objection. Accordingly, Defendants have made only one  
11 substantive challenge to the Receiver's July 2023 calculations. This one new challenge concerns  
12 the reserve charges. Despite not raising the issue last month, Defendants' now assert that reserve  
13 charges should not be imposed. *Thus, if Defendants' objection were granted, it would operate*  
14 *to increase the rental proceeds owed to the parties.* Given that Defendants objection would  
15 serve to increase the rents owed to the parties, Plaintiffs asked Defendants to stipulate to the  
16 release of the undisputed amounts. Defendants abjectly refused to stipulate to the Receiver's  
17 release of the undisputed July 2023 rental proceeds. Defendants' refusal evidences more bad  
18 faith and further exemplifies Defendants' strategy: delay or stop any and all payments to  
19 Plaintiffs in an effort to hinder or stop their ability to pursue justice.

20 **II. RELEVANT FACTUAL BACKGROUND**

21 On June 9, 2023, at the conclusion of a four-day hearing on numerous orders to show  
22 cause, the Court crafted instructions to the Receiver and ordered that the receivership would  
23 recommence the *basic function* of timely paying monthly rents owed to Plaintiffs going forward,  
24 stopping the injustice wherein Defendants misappropriate the rents each and every month.

25 Specifically, the Court ordered:

26 The amount of gross rents or revenue for the 95 units beneficially  
27 owned by the Plaintiffs will be provided to the Receiver on a  
28 monthly basis after the internal accounting controls by Defendants'  
Finance Department have been completed.

1 Within 10 business days of receipt, the Receiver will calculate the  
2 estimated expenses previously approved by the Court as set forth  
3 in the January 26, 2023, order filed at 8:31 a.m. and the pro rata  
4 share of expenses of the receivership for the 95 units beneficially  
5 owned by the Plaintiffs to be deducted from the gross rents and  
6 forward a spreadsheet to all counsel by electronic mail calculating  
7 the net rents to be paid to each unit owner, including those entities  
8 affiliated with the Defendants.

Any objection to the calculation of the net rents to be paid to each  
unit owner shall be filed within three business days with an  
Application for Order Shortening Time concurrently submitted to  
the Court. If no objection is filed, or after a ruling by the Court on  
any objection, the net rents will be distributed for the 95 units  
beneficially owned by Plaintiffs.

9 (Order Modifying March 14, 2023 Order re Continued Rental of the Parties' Units Until Sale,  
10 filed July 17, 2023 ("June 9 Instructions") at 2:12-2:24.<sup>1</sup>)

11 The Receiver provided his calculations of net proceeds owing to the parties for July 2023  
12 on September 11, 2023. (Ex. 1, July 2023 Calculations.) This spreadsheet's formulas are  
13 identical to the formulas used for June 2023 which were approved by the Court.<sup>2</sup> The only  
14 difference appears to be the actual numbers, based upon the actual days each unit was rented—  
15 which is to be expected. Defendants then filed their Objection to Receiver's Spreadsheet  
16 Calculation of Net Rents to be Paid to Defendants on September 14, 2023 ("Objection"),  
17 pursuant to the June 9 Instructions. This Objection sets forth two unsupported arguments.

18 First, Defendants argue the Receiver should not collect any reserve funds because a Court  
19 order allegedly states this is not necessary or proper. (Objection at 2:10-18.) This argument  
20 misrepresents the Court's order and therefore fails. Second, Defendants argue the Receiver has  
21 commingled the collected reserve monies with general receivership funds, and request the Court  
22 order the Receiver to open a separate account specifically for the reserve funds and transfer all  
23 reserve monies into such account. (*Id.* at 2:21-3:7.) Not only is this an inappropriate request to  
24

25  
26 <sup>1</sup> To simplify the process, the parties and the Receiver have agreed that the Receiver will issue one check to  
27 Plaintiffs' counsel for all net rents owed to Plaintiffs.

28 <sup>2</sup> The Receiver appears to have omitted Column H, "One-Half Share of Addtl Revenue (if any)," which was  
calculated as half of Column G in the June 2023 calculations, from the July 2023 calculations. The July 2023  
calculations present Column G as "Additional Revenue as DRF (One-Half)" which appears to be the same amounts  
presented by Column H in the June 2023 calculations. Thus, while not carbon copies, the two sets of calculations  
appear substantively identical and set forth the same formulas, simply with one basic step omitted.

1 include in the Objection, as it does not address the Receiver's calculations, it is disingenuous  
2 considering Defendants acted in the exact same manner by commingling the reserve funds with  
3 their own general funds.

4 Indeed, after receiving the Objection and concluding that the only true argument was  
5 solely related to the Receiver's collection of reserve funds, Plaintiffs contacted Defendants in an  
6 effort to stipulate to the Receiver releasing all undisputed funds. (Ex. 2, Email re Undisputed  
7 Rental Proceeds.) This stipulation would effectively allow the Receiver to release all of the  
8 funds he stated were due to the parties for July 2023. If Defendants' Objection were sustained, it  
9 simply would provide for additional rental proceeds to be paid to the parties (i.e., it would  
10 reverse the Receiver's charges for reserves). Despite this reality, Defendants wholly refused to  
11 so stipulate. (Id.) Instead, Defendants reiterated their belief that, regardless of this Court  
12 rejecting the argument numerous times, the receivership terminated upon entry of the Amended  
13 Final Judgment and as such, nothing the Receiver does is proper or acceptable. (Id.)

14 Accordingly, the Court should waste no time in overruling Defendants' meritless  
15 Objection and ordering the Receiver to distribute the July 2023 rental proceeds to the parties  
16 pursuant to the Receiver's calculations.

### 17 **III. ARGUMENT**

#### 18 **A. Defendants Waived These Arguments By Not Raising Them Last Month**

19 Defendants' Objection centers around the reserve charges the Receiver has implemented.  
20 Notably, the Receiver's calculations for the parties' June 2023 rental proceeds included the very  
21 same reserve charges Defendants now find improper. (Compare Ex. 3, June 2023 Calculations at  
22 Column L with Ex. 1 at Column L.) Defendants, however, did not object to the Receiver's  
23 collection of reserve funds previously. (See Defendants Objections to Receiver's Spreadsheet  
24 Calculation of Net Rents to be Paid to Defendants, filed August 1, 2023.) Accordingly,  
25 Defendants should be estopped from making these arguments now.

26 Furthermore, the Court should clarify for the parties that any objection which was  
27 previously available to be made pursuant to the June 9 Instructions, but is not made at the time it  
28 is ripe (i.e., when the Receiver's calculations and the surrounding circumstances initially present

1 such issue) is waived. This would hopefully streamline this litigation toward the finish line and  
2 Plaintiffs' payments of their rental proceeds, and stop these bad faith errant objections that have  
3 no purpose other than to cause delay and additional attorneys' fees.

4 **B. The Receiver May Collect Reserve Funds to the Extent He Deems Proper**

5 Defendants argue that the Court's August 28, 2023 Order provided that the Receiver's  
6 future collection of reserve funds is "no longer necessary nor appropriate." (Opposition at 2:14-  
7 16.) This statement wholly misrepresents the Court's Order. Contrary to Defendants'  
8 statements, the Court's August 28, 2023 Order stated that, with respect to *future reserve studies*,  
9 "[a]s the Association is in the process of being dissolved this should not include any future  
10 reserve needs but only prior assessments." (Order at 2:25.) Indeed, the Court's order is  
11 specifically referring to the Receiver's request for instructions as to whether he should obtain  
12 reserve studies for prior years. The Court therefore simply ordered that reserve *studies* should  
13 not include future reserve needs from the date of termination—not that there should be no future  
14 reserve charges. The latter is exclusively within the purview of the Receiver.<sup>3</sup>

15 The Court's August 28, 2023 Order is so clear in this regard that it is difficult to  
16 comprehend how Defendants, with a straight face, present their strained interpretation that the  
17 Order in fact relates to the Receiver's ability to collect reserve charges going forward.  
18 Defendants' misrepresentation of the Order borders on sanctionable for misrepresenting matters  
19 to the Court. See generally NRPC 3.3, Candor Toward the Tribunal.

20 **C. Defendants Themselves Commingled Reserve Funds with General Funds**

21 Defendants' second errant argument does not even relate to the Receiver's calculations.  
22 Instead, it relates to how the Receiver is holding the reserve funds he collects. Defendants argue  
23 the Receiver is "improperly" commingling the reserve funds with the general receivership funds.  
24 (Opposition at 2:19-3:7.) However, the relief requested here by Defendants is that the Court  
25 issue an instruction to the Receiver to open a separate account for the reserve funds and keep

---

26  
27 <sup>3</sup> It seems that Defendants' return of the misappropriated reserve funds in accordance with this Court's Order  
28 Finding Defendants in Contempt would greatly impact the Receiver's decision to continue to implement and collect  
reserve charges. If the reserve funds are returned and transferred to the Receiver as the order demands, it would  
seem that further collection of the reserves would be unnecessary.

1 such funds separate from the general receivership funds. (Id.) To begin, this is not an  
2 appropriate argument to present via the Objection, which should only address “the calculation of  
3 the net rents to be paid to each unit owner.” (June 9 Instructions.) The matter would be more  
4 properly set before the Court in a fully briefed motion for instructions, allowing the Receiver an  
5 opportunity to respond.

6 Defendants’ complaint about the commingling of funds, however, is equally undercut by  
7 their own previous commingling of the same reserve funds with their own general funds.  
8 Indeed, under Defendants’ control,

9 the reserves were not segregated and put into special accounts.  
10 They were put into the general operating account of the GSR and  
11 they were identified as liabilities in those accounts. . . . And I  
understand that was not appropriate.

12 (Ex. 4, Transcript Excerpt at 29:11-18.)

13 Despite Defendants’ clear about-face on this issue, Plaintiffs have no objection to the  
14 Court instructing the Receiver to open a separate account for the reserve funds. Indeed, it  
15 appears the Receiver is in the process of doing so currently. (Objection at Ex. 4, where Receiver  
16 informs Defendants’ agent that “for the purposes of expediency, [the Receiver is] going to open  
17 one interest-bearing reserve account . . . .”) Plaintiffs vehemently disagree, however, with any  
18 implication in the Objection that the Receiver’s doing so should delay any function of the  
19 receivership. Stated another way, no action of the Receiver should be delayed at this point for  
20 any reason—including the Receiver’s opening this separate account for the reserve funds.

#### 21 IV. CONCLUSION

22 Defendants’ Objection is entirely meritless. They have misrepresented the Court’s  
23 August 28, 2023 Order to the Court in order to support their baseless claim that the Receiver  
24 should not be collecting any reserve fees. They further complain about the Receiver’s conduct,  
25 *which mirrors their own*, and request the Court issue an instruction to the Receiver. Finally,  
26 Defendants’ true intent in filing this threadbare Objection is underscored by Defendants’ refusal  
27 to stipulate to allow the Receiver to release the undisputed rental revenues.

1 The Court should not endorse Defendants' strategy of delaying payment to Plaintiffs of  
2 their rental proceeds, and should therefore overrule Defendants' Objection. Moreover, the Court  
3 should clarify that arguments which are available but not made for previous months' calculations  
4 are waived. This will assist in streamlining this proceeding toward a conclusion.

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 DATED this 18<sup>th</sup> day of September, 2023

9 ROBERTSON, JOHNSON,  
10 MILLER & WILLIAMSON  
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11 Reno, Nevada 89501

12 *And*

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15 By: /s/ Briana N. Collings  
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 18<sup>th</sup> day of September, 2023, I  
5 electronically filed the foregoing **OPPOSITION TO DEFENDANTS' OBJECTIONS TO**  
6 **RECEIVER'S SPREADSHEET CALCULATION OF NET RENTS TO BE PAID TO**  
7 **DEFENDANTS** with the Clerk of the Court by using the ECF system which served the  
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22 /s/ Briana N. Collings

23 An Employee of Robertson, Johnson, Miller & Williamson

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**EXHIBIT INDEX**

<b>Ex. No.</b>	<b>Description</b>	<b>Pages</b>
1	July 2023 Calculations	3
2	Email re Undisputed Rental Proceeds	4
3	June 2023 Calculations	3
4	Transcript Excerpts	4

# EXHIBIT “1”

FILED  
Electronically  
CV12-02222  
2023-09-18 04:39:07 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9893214 : csulezic

# EXHIBIT “1”

**Calculation of Net Rents Due to Plaintiffs for the Month of July 2023 Using Temporarily Determined Charges  
for the Two Respective Ranges DUF Charges Based on the Two of Three Respective Ranges of DUF Charges Used for 2021,  
for the Combined SFEU and HE Charge Based on the Combined Estimated SFUE and HE Charge Used for 2021  
and for the Reserve Charges Based on 75% of the Reserve Charges Used for 2020**

Name of Unit Owner	Unit Number	Square Feet of Unit	A	B	C	D	E	F	G	I	J	K	L	M
			Daily Use Fee (DUF)	Number of Room Nights	Gross Rent Collected	DUF Times Room Nights	Gross Rent Net of DUF	One-Half Share of Gross Rent Net of DUF	Additional Revenue As DRF (One-Half)	Net Rent Before SFUE-HE Fee Charges	Combined SFUE & HE 0.46 Per Sq Ft	Net Rent Before Reserve Fee	Reserve Fee of \$0.576 Per Sq Ft	Net Rent Due to Unit Owner
			Based on Range of Square Feet											
ORDOVER, LORI	1706	427	25.60	31	4,384.54	793.60	3,590.94	1,795.47	539.33	2,334.80	194.63	2,140.17	245.95	1,894.22
ORDOVER, LORI	1708	427	25.60	31	3,892.48	793.60	3,098.88	1,549.44	479.40	2,028.84	194.63	1,834.21	245.95	1,588.26
MECHAM, DOUG & CHRISTINE	1710	427	25.60	31	5,108.85	793.60	4,315.25	2,157.63	579.28	2,736.90	194.63	2,542.27	245.95	2,296.32
TOKUTOMI, LORI	1711	427	25.60	30	4,200.87	768.00	3,432.87	1,716.44	599.25	2,315.69	194.63	2,121.06	245.95	1,875.11
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1714	1340	22.02	26	6,321.40	572.52	5,748.88	2,874.44	499.38	3,373.82	610.77	2,763.04	771.84	1,991.20
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1715			28	4,286.04	-	4,286.04	2,143.02	559.30	2,702.32	-	2,702.32	-	2,702.32
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1720	558	25.60	31	4,246.44	793.60	3,452.84	1,726.42	479.40	2,205.82	254.34	1,951.48	321.41	1,630.08
KOSSICK, MARY	1728	558	25.60	31	4,621.73	793.60	3,828.13	1,914.07	519.35	2,433.42	254.34	2,179.08	321.41	1,857.67
ROBERTS, LAVERNE	1729	427	25.60	30	4,085.06	768.00	3,317.06	1,658.53	499.38	2,157.91	194.63	1,963.28	245.95	1,717.33
KOSSICK, MARY	1730	558	25.60	30	4,865.62	768.00	4,097.62	2,048.81	499.38	2,548.19	254.34	2,293.85	321.41	1,972.44
TAKAKI, STEVE	1732	558	25.60	31	4,530.18	793.60	3,736.58	1,868.29	489.38	2,357.67	254.34	2,103.33	321.41	1,781.92
POPE, TERRY & NANCY	1740	427	25.60	31	3,832.72	793.60	3,039.12	1,519.56	479.40	1,998.96	194.63	1,804.33	245.95	1,558.38
CARRERA PROPERTY (MGR BRETT MENMIUR)	1742	427	25.60	31	4,691.55	793.60	3,897.95	1,948.98	619.23	2,568.20	194.63	2,373.57	245.95	2,127.62
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1749	1,340	22.02	26	3,717.57	572.52	3,145.05	1,572.53	519.35	2,091.88	610.77	1,481.10	771.84	709.26
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1750			25	6,373.15	-	6,373.15	3,186.58	459.43	3,646.00	-	3,646.00	-	3,646.00
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1755	552	25.60	31	4,480.55	793.60	3,686.95	1,843.48	519.35	2,362.83	251.60	2,111.22	317.95	1,793.27
HOM, MAY ANNE	1756	420	25.60	31	4,150.07	793.60	3,356.47	1,678.24	499.38	2,177.61	191.44	1,986.17	241.92	1,744.25
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1757	552	25.60	31	4,433.42	793.60	3,639.82	1,819.91	489.41	2,309.32	251.60	2,057.72	317.95	1,739.77
TMI PROPERTY GROUP, LLC	1762	420	25.60	31	3,861.53	793.60	3,067.93	1,533.97	519.35	2,053.32	191.44	1,861.88	241.92	1,619.96
FADRILAN, RAMON & FAYE	1763	552	25.60	30	4,484.92	768.00	3,716.92	1,858.46	499.38	2,357.84	251.60	2,106.23	317.95	1,788.28
TAYLOR, JAMES & CAROL C ET AL	1769	552	25.60	31	4,490.44	793.60	3,696.84	1,848.42	499.38	2,347.80	251.60	2,096.19	317.95	1,778.24
TMI PROPERTY GROUP, LLC	1770	420	25.60	29	4,019.87	742.40	3,277.47	1,638.74	579.28	2,218.01	191.44	2,026.57	241.92	1,784.65
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1773	552	25.60	30	3,812.53	768.00	3,044.53	1,522.27	479.40	2,001.67	251.60	1,750.06	317.95	1,432.11
TAYLOR, JAMES & CAROL C ET AL	1775	420	25.60	31	4,961.62	793.60	4,168.02	2,084.01	619.23	2,703.24	191.44	2,511.80	241.92	2,269.88
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1778	420	25.60	30	4,049.03	768.00	3,281.03	1,640.52	479.40	2,119.92	191.44	1,928.48	241.92	1,686.56
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1780	420	25.60	31	4,535.19	793.60	3,741.59	1,870.80	499.38	2,370.17	191.44	2,178.73	241.92	1,936.81
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1781	420	25.60	30	4,014.15	768.00	3,246.15	1,623.08	459.43	2,082.50	191.44	1,891.06	241.92	1,649.14
RAGHURAM, LIV TRUST, RAI & USHA	1790	420	25.60	31	4,209.73	793.60	3,416.13	1,708.07	499.38	2,207.44	191.44	2,016.00	241.92	1,774.08
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1791	434	25.60	31	4,344.23	793.60	3,550.63	1,775.32	519.35	2,294.67	197.82	2,096.85	249.98	1,846.86
HAY, BARRY	1802	427	25.60	30	4,063.47	768.00	3,295.47	1,647.74	499.38	2,147.11	194.63	1,952.48	245.95	1,706.53
RAINES, SANDI	1803	427	25.60	30	4,353.05	768.00	3,585.05	1,792.53	459.43	2,251.95	194.63	2,057.32	245.95	1,811.37
RAINES, SANDI	1805	427	25.60	30	3,711.29	768.00	2,943.29	1,471.65	579.28	2,050.92	194.63	1,856.29	245.95	1,610.34
MOLL, DANIEL AND PATRICIA	1806	427	25.60	30	3,846.83	768.00	3,078.83	1,539.42	459.43	1,998.84	194.63	1,804.21	245.95	1,558.26
WILLIAMS, ROBERT	1822	558	25.60	31	3,802.56	793.60	3,008.96	1,504.48	619.23	2,123.71	254.34	1,869.37	321.41	1,547.96
WILLIAMS, ROBERT	1824	558	25.60	29	4,148.13	742.40	3,405.73	1,702.87	479.40	2,182.27	254.34	1,927.93	321.41	1,606.52
WILLIAMS, ROBERT	1826	558	25.60	30	3,767.23	768.00	2,999.23	1,499.62	579.28	2,078.89	254.34	1,824.55	321.41	1,503.15
VAGUIJHELYI FAMILY TRUST, GEORGE & MELISSA	1827	427	25.60	30	4,391.20	768.00	3,623.20	1,811.60	479.40	2,291.00	194.63	2,096.37	245.95	1,850.42

SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1828	558	25.60	30	4,587.04	768.00	3,819.04	1,909.52	479.40	2,388.92	254.34	2,134.58	321.41	1,813.18
HENDERSON, WILLIAM A & CHRISTINE	1832	558	25.60	31	4,483.55	793.60	3,689.95	1,844.98	479.40	2,324.38	254.34	2,070.04	321.41	1,748.63
YIN, DOMINIC	1837	427	25.60	31	4,681.17	793.60	3,887.57	1,943.79	559.30	2,503.09	194.63	2,308.46	245.95	2,062.51
MIYAMOTO/DELEON/ WAN, BENTON	1838	427	25.60	31	4,120.16	793.60	3,326.56	1,663.28	519.35	2,182.63	194.63	1,988.00	245.95	1,742.05
TOM TRUST, GARRET & ANITA	1845	427	25.60	31	4,453.64	793.60	3,660.04	1,830.02	459.43	2,289.45	194.63	2,094.82	245.95	1,848.87
PEDERSON, ROBERT & LOU ANN	1847	427	25.60	30	3,741.58	768.00	2,973.58	1,486.79	451.93	1,938.72	194.63	1,744.09	245.95	1,498.14
RICHE, KENNETH & MAXINE	1865	552	25.60	30	4,137.79	768.00	3,369.79	1,684.90	409.48	2,094.37	251.60	1,842.77	317.95	1,524.82
QUINN, JEFFREY & BARBARA	1870	420	25.60	31	4,137.16	793.60	3,343.56	1,671.78	619.23	2,291.01	191.44	2,099.57	241.92	1,857.65
KAPLAN, TIMOTHY	1874	420	25.60	28	3,811.54	716.80	3,094.74	1,547.37	559.30	2,106.67	191.44	1,915.23	241.92	1,673.31
NADINE'S REAL ESTATE	1886	420	25.60	30	4,371.31	768.00	3,603.31	1,801.66	419.48	2,221.13	191.44	2,029.69	241.92	1,787.77
ALEXANDER LIVING TRUST, MARIE ANN	1902	427	25.60	30	3,967.32	768.00	3,199.32	1,599.66	499.38	2,099.04	194.63	1,904.41	245.95	1,658.46
TOM TRUST, GARRET & ANITA	1903	427	25.60	31	4,470.08	793.60	3,676.48	1,838.24	519.35	2,357.59	194.63	2,162.96	245.95	1,917.01
LEE FAMILY TRUST	1905	427	25.60	31	4,138.05	793.60	3,344.45	1,672.23	494.38	2,166.60	194.63	1,971.97	245.95	1,726.02
CONDOTEL 1906 LLC, (MGR PHAM JACQUELINE)	1906	427	25.60	31	4,149.89	793.60	3,356.29	1,678.15	479.40	2,157.55	194.63	1,962.92	245.95	1,716.97
LEE FAMILY TRUST	1907	427	25.60	31	3,289.72	793.60	2,496.12	1,248.06	459.43	1,707.49	194.63	1,512.86	245.95	1,266.91
CHENG, PETER & ELISA	1908	427	25.60	31	4,130.35	793.60	3,336.75	1,668.38	539.33	2,207.70	194.63	2,013.07	245.95	1,767.12
CHEAH, MELVIN	1911	558	25.60	30	3,760.43	768.00	2,992.43	1,496.22	459.43	1,955.64	254.34	1,701.30	321.41	1,379.90
CAMERON, GREGORY & ROBIN	1926	558	25.60	30	4,683.50	768.00	3,915.50	1,957.75	499.38	2,457.13	254.34	2,202.79	321.41	1,881.38
SHEN, DI	1939	427	25.60	29	4,423.95	742.40	3,681.55	1,840.78	579.28	2,420.05	194.63	2,225.42	245.95	1,979.47
KOSSICK, MARY	1945	427	25.60	28	3,735.17	716.80	3,018.37	1,509.19	439.45	1,948.64	194.63	1,754.01	245.95	1,508.06
PEDERSON, ROBERT & LOU ANN	1961	552	25.60	30	4,145.22	768.00	3,377.22	1,688.61	499.38	2,187.99	251.60	1,936.38	317.95	1,618.43
DUNLAP, JOHN & JANE	1963	552	25.60	30	4,441.98	768.00	3,673.98	1,836.99	499.38	2,336.37	251.60	2,084.76	317.95	1,766.81
VANDERBOKKE, LEE & MADELYN	1971	552	25.60	30	3,901.84	768.00	3,133.84	1,566.92	399.50	1,966.42	251.60	1,714.82	317.95	1,396.87
RICHE, KENNETH & MAXINE	1975	420	25.60	29	3,978.17	742.40	3,235.77	1,617.89	559.30	2,177.19	191.44	1,985.75	241.92	1,743.83
QUINN, JEFFREY	1977	420	25.60	31	4,534.77	793.60	3,741.17	1,870.59	519.35	2,389.94	191.44	2,198.50	241.92	1,956.58
BROWNE, GUY	2044	427	25.60	31	4,093.91	793.60	3,300.31	1,650.16	499.38	2,149.53	194.63	1,954.90	245.95	1,708.95
KOSSICK, MARY	2055	552	25.60	30	4,410.55	768.00	3,642.55	1,821.28	499.38	2,320.65	251.60	2,069.05	317.95	1,751.10
RIOPELLE FAMILY TRUST, JEFFREY	2059	552	25.60	31	4,258.26	793.60	3,464.66	1,732.33	479.40	2,211.73	251.60	1,960.13	317.95	1,642.18
SILKSCAPE INC	2063	552	25.60	29	3,779.38	742.40	3,036.98	1,518.49	411.98	1,930.47	251.60	1,678.86	317.95	1,360.91
ALEXANDER LIVING TRUST, MARIE ANN	2065	552	25.60	28	4,433.27	716.80	3,716.47	1,858.24	459.43	2,317.66	251.60	2,066.06	317.95	1,748.11
KOSSICK, MARY	2068	420	25.60	30	4,198.11	768.00	3,430.11	1,715.06	559.28	2,274.33	191.44	2,082.89	241.92	1,840.97
HAY, BARRY	2075	420	25.60	31	4,170.29	793.60	3,376.69	1,688.35	499.38	2,187.72	191.44	1,996.28	241.92	1,754.36
TORABKHAN, FARHAD & TAVAKOL, SAHAR	2076	420	25.60	30	4,019.78	768.00	3,251.78	1,625.89	479.40	2,105.29	191.44	1,913.85	241.92	1,671.93
LUTZ, RICHARD/SANDRA	2087	420	25.60	28	4,712.34	716.80	3,995.54	1,997.77	559.30	2,557.07	191.44	2,365.63	241.92	2,123.71
CHANDLER, NORMAN	2104	427	25.60	31	4,278.08	793.60	3,484.48	1,742.24	519.35	2,261.59	194.63	2,066.96	245.95	1,821.01
LINDGREN, DARLEEN	2157	552	25.60	28	4,153.52	716.80	3,436.72	1,718.36	399.50	2,117.86	251.60	1,866.25	317.95	1,548.30
JL & YL HOLDINGS	2165	552	25.60	30	4,738.13	768.00	3,970.13	1,985.07	469.40	2,454.47	251.60	2,202.86	317.95	1,884.91
HURLEY, MICHAEL	2167	552	25.60	30	3,907.29	768.00	3,139.29	1,569.65	459.43	2,029.07	251.60	1,777.47	317.95	1,459.52
M & Y HOLDINGS	2169	552	25.60	31	4,171.59	793.60	3,377.99	1,689.00	409.38	2,098.37	251.60	1,846.77	317.95	1,528.82
PARKER, SUZANNE & LOREN	2179	420	25.60	29	3,958.37	742.40	3,215.97	1,607.99	439.43	2,047.41	191.44	1,855.97	241.92	1,614.05
WINDHORST TRUST, DUANE H & MARILYN	2181	420	25.60	29	3,963.37	742.40	3,220.97	1,610.49	439.45	2,049.94	191.44	1,858.50	241.92	1,616.58
SON, KWANG SOON	2189	420	25.60	30	4,037.01	768.00	3,269.01	1,634.51	439.45	2,073.96	191.44	1,882.52	241.92	1,640.60
PEDERSON, ROBERT R & LOU ANN	2261	552	25.60	26	4,119.06	665.60	3,453.46	1,726.73	419.48	2,146.21	251.60	1,894.60	317.95	1,576.65
SHAMIEH, ELIAS & EMAN	2275	420	25.60	31	4,852.85	793.60	4,059.25	2,029.63	519.35	2,548.98	191.44	2,357.54	241.92	2,115.62
CHOI, KI NAM & YOUNG JA	2279	420	25.60	30	4,489.91	768.00	3,721.91	1,860.96	479.40	2,340.36	191.44	2,148.92	241.92	1,907.00
YOO, KUK HYUN & SANG YOON	2283	420	25.60	30	4,272.70	768.00	3,504.70	1,752.35	279.65	2,032.00	191.44	1,840.56	241.92	1,598.64
WEISS FAMILY TRUST, IRENE	2326	558	25.60	23	4,051.07	588.80	3,462.27	1,731.14	524.36	2,255.49	254.34	2,001.15	321.41	1,679.75
FISH, FREDERICK OR LISA	2328	558	25.60	28	4,502.14	716.80	3,785.34	1,892.67	379.53	2,272.20	254.34	2,017.86	321.41	1,696.45
IZADY/AKASHEH MICHAEL/ANAHD	2337	427	25.60	26	3,978.72	665.60	3,313.12	1,656.56	479.40	2,135.96	194.63	1,941.33	245.95	1,695.38

PEDERSON, ROBERT & LOU ANN	2345	427	25.60	26	4,059.91	665.60	3,394.31	1,697.16	519.35	2,216.51	194.63	2,021.88	245.95	1,775.93
FISH, FREDERICK OR LISA	2347	427	25.60	28	3,841.73	716.80	3,124.93	1,562.47	419.48	1,981.94	194.63	1,787.31	245.95	1,541.36
RICHE, KENNETH & MAXINE	2357	552	25.60	27	4,632.49	691.20	3,941.29	1,970.65	539.33	2,509.97	251.60	2,258.37	317.95	1,940.42
PEDERSON 1990 TRUST	2359	552	25.60	28	3,648.87	716.80	2,932.07	1,466.04	419.48	1,885.51	251.60	1,633.91	317.95	1,315.96
NUNN, HENRY III & D'ARCY C	2365	552	25.60	27	3,598.40	691.20	2,907.20	1,453.60	539.33	1,992.93	251.60	1,741.32	317.95	1,423.37
MINER, WILLIAM B JR	2371	552	25.60	25	4,027.23	640.00	3,387.23	1,693.62	379.53	2,073.14	251.60	1,821.54	317.95	1,503.59
VANDERBOKKE, LEE	2385	420	25.60	22	4,002.03	563.20	3,438.83	1,719.42	439.45	2,158.87	191.44	1,967.43	241.92	1,725.51
TRUONG, CHANH T	2389	420	25.60	28	4,192.34	716.80	3,475.54	1,737.77	439.45	2,177.22	191.44	1,985.78	241.92	1,743.86
SOHN, SANG DAE & KEUM S	2475	420	25.60	28	3,833.89	716.80	3,117.09	1,558.55	519.35	2,077.90	191.44	1,886.46	241.92	1,644.54
TOTALS					<u>402,751.21</u>	<u>70,265.04</u>	<u>332,486.17</u>	<u>166,243.09</u>	<u>46,856.16</u>	<u>213,099.25</u>	<u>20,882.48</u>	<u>192,216.77</u>	<u>26,389.44</u>	<u>165,827.33</u>

# EXHIBIT “2”

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CV12-02222  
2023-09-18 04:39:07 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9893214 : csulezic

# EXHIBIT “2”

**From:** David McElhinney <David.McElhinney@meruelogroup.com>  
**Sent:** Friday, September 15, 2023 8:00 AM  
**To:** Jarrad Miller; Stefanie Sharp  
**Cc:** Briana Collings  
**Subject:** RE: July Rents

Jarrad, you are aware of Defendants' position in this matter that Mr. Teichner, in his role as receiver, was terminated as a matter of law upon entry of a final judgment in this case. Even the Court has acknowledged this fact in its May 23, 2023 Order wherein Judge Gonzalez stated that "The Court has entered a final judgment on the issues pending in the operative pleadings." Further, neither the Condominium Hotel nor the units themselves exist any longer. The Governing Documents have been either expressly terminated pursuant to the agreed upon and signed written Agreement to Terminate the Condominium Hotel and Declaration that was recorded February 7, 2023 and/or expired or have been rendered unenforceable. Given Defendants' position in this litigation, I am not authorized to agree to any of the receiver's calculations nor am I authorized to stipulate to the release of any of his dollar calculations that you regard as "not disputed". David



**David McElhinney**  
**Associate General Counsel**  
o:775.789.5330  
c:562.413.8528  
[david.mcelhinney@meruelogroup.com](mailto:david.mcelhinney@meruelogroup.com)

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**From:** Jarrad Miller [mailto:jarrad@nvlawyers.com]  
**Sent:** Thursday, September 14, 2023 4:52 PM  
**To:** Stefanie Sharp <ssharp@rssblaw.com>; David McElhinney <David.McElhinney@meruelogroup.com>  
**Cc:** Briana Collings <briana@nvlawyers.com>  
**Subject:** July Rents

Stefanie and David:

I have reviewed the Defendants' Objection to Receiver's Calculation of Net rents filed today ("Objection"). Given that the objection only concerns the withholding of reserves (which decreases to net amount paid to the parties) will you please confirm that the amounts not disputed by the Objection will be promptly distributed by the Receiver to the Parties. Clearly, the Objection should not delay the payment of the undisputed amounts.

Sincerely,

Jarrad C. Miller, Esq.  
Robertson, Johnson, Miller & Williamson  
50 West Liberty Street, Suite 600  
Reno, NV 89501  
Telephone: (775) 329-5600  
Facsimile: (775) 348-8300

Email: [JARRAD@NVLAWYERS.COM](mailto:JARRAD@NVLAWYERS.COM)  
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**From:** Stefanie Sharp <ssharp@rssblaw.com>  
**Sent:** Thursday, September 14, 2023 5:15 PM  
**To:** Jarrad Miller; David McElhinney  
**Cc:** Briana Collings  
**Subject:** RE: July Rents

Jarrad: I have no objection to the undisputed amounts being disbursed. Mr. Teichner is out of town right now, but I doubt he will have any objection to disbursing the undisputed amounts.

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street  
Reno, NV 89503  
Phone - 775.329.3151  
Direct Line – 775.236.2380  
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**From:** Jarrad Miller <jarrad@nvlawyers.com>  
**Sent:** Thursday, September 14, 2023 4:52 PM  
**To:** Stefanie Sharp <ssharp@rssblaw.com>; David McElhinney <David.McElhinney@meruelogroup.com>  
**Cc:** Briana Collings <briana@nvlawyers.com>  
**Subject:** July Rents

Stefanie and David:

I have reviewed the Defendants' Objection to Receiver's Calculation of Net rents filed today ("Objection"). Given that the objection only concerns the withholding of reserves (which decreases to net amount paid to the parties) will you please confirm that the amounts not disputed by the Objection will be promptly distributed by the Receiver to the Parties. Clearly, the Objection should not delay the payment of the undisputed amounts.

Sincerely,

Jarrad C. Miller, Esq.  
Robertson, Johnson, Miller & Williamson  
50 West Liberty Street, Suite 600

Reno, NV 89501  
Telephone: (775) 329-5600  
Facsimile: (775) 348-8300  
Email: [JARRAD@NVLAWYERS.COM](mailto:JARRAD@NVLAWYERS.COM)  
Website: [www.nvlawyers.com](http://www.nvlawyers.com)

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# EXHIBIT “3”

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Alicia L. Lerud  
Clerk of the Court  
Transaction # 9893214 : csulezic

# EXHIBIT “3”

**Calculation of Net Rents Due to Plaintiffs for the Month of June 2023 Using Temporarily Determined Charges  
for the Three Respective Ranges DUF Charges Based on the Three Respective Ranges of DUF Charges Used for 2021,  
for the Combined SFUE and HE Charge Based on the Combined Estimated SFUE and HE Charge Used for 2021  
and for the Reserve Charges Based on 75% of the Reserve Charges Used for 2020**

Name of Unit Owner	Unit Number	Square Feet (Sq Ft) of Unit	A	B	C	D	E	F	G	H	I	J	K	L	M
			Daily Use Fee (DUF) Based on Range of	Number of Room Nights	Gross Rent Collected	(A x B)	Gross Rent Net of DUF	(% of E) One-Half Share of Gross Rent	Addtl Revenue If any (DRF)	(% of G) One-Half Share of Addtl Revenue (If any)	Net Rent Before Fees	Combined SFUE & HE 0.46 Per Sq Ft	Net Rent Before Reserve Fee	Reserve Fee of \$0.576 Per Sq Ft	Net Rent Due to Unit Owner
			Sq Ft			x Room Nights		Net of Duf							
ORDOVER, LORI	1706	427	25.60	29.00	3,630.48	742.40	2,888.08	1,444.04	1,018.80	509.40	1,953.44	194.63	1,758.81	245.95	1,512.86
ORDOVER, LORI	1708	427	25.60	30.00	3,931.79	768.00	3,163.79	1,581.90	1,018.70	509.35	2,091.25	194.63	1,896.62	245.95	1,650.67
MECHAM, DOUG & CHRISTINE	1710	427	25.60	29.00	3,862.72	742.40	3,120.32	1,560.16	978.75	489.38	2,049.54	194.63	1,854.91	245.95	1,608.96
TOKUTOMI, LORI	1711	427	25.60	29.00	3,796.67	742.40	3,054.27	1,527.14	998.75	499.38	2,026.51	194.63	1,831.88	245.95	1,585.93
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1714	1340	22.02	25.00	4,914.50	550.50	4,364.00	2,182.00	918.85	459.43	2,641.43	610.77	2,030.65	771.84	1,258.81
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1715			26.00	2,738.60	-	2,738.60	1,369.30	1,038.70	519.35	1,888.65	-	1,888.65	-	1,888.65
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1720	558	25.60	30.00	4,367.63	768.00	3,599.63	1,799.82	1,078.65	539.33	2,339.14	254.34	2,084.80	321.41	1,763.40
KOSSICK, MARY	1728	558	25.60	28.00	4,472.47	716.80	3,755.67	1,877.84	1,118.60	559.30	2,437.14	254.34	2,182.80	321.41	1,861.39
ROBERTS, LAVERNE	1729	427	25.60	29.00	3,367.42	742.40	2,625.02	1,312.51	998.75	499.38	1,811.89	194.63	1,617.26	245.95	1,371.31
KOSSICK, MARY	1730	558	25.60	29.00	4,914.58	742.40	4,172.18	2,086.09	1,038.70	519.35	2,605.44	254.34	2,351.10	321.41	2,029.70
TAKAKI, STEVE	1732	558	25.60	29.00	4,210.98	742.40	3,468.58	1,734.29	1,098.55	549.28	2,283.57	254.34	2,029.23	321.41	1,707.82
POPE, TERRY & NANCY	1740	427	25.60	29.00	3,389.91	742.40	2,647.51	1,323.76	998.75	499.38	1,823.13	194.63	1,628.50	245.95	1,382.55
CARRERA PROPERTY (MGR BRETT MENMIUR)	1742	427	25.60	27.00	4,020.58	691.20	3,329.38	1,664.69	958.80	479.40	2,144.09	194.63	1,949.46	245.95	1,703.51
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1749	1,340	22.02	28.00	3,531.12	616.56	2,914.56	1,457.28	998.70	499.35	1,956.63	610.77	1,345.86	771.84	574.02
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1750			22.00	3,966.11	-	3,966.11	1,983.06	838.95	419.48	2,402.53	-	2,402.53	-	2,402.53
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1755	552	25.60	29.00	3,957.39	742.40	3,214.99	1,607.50	1,038.70	519.35	2,126.85	251.60	1,875.24	317.95	1,557.29
HOM, MAY ANNE	1756	420	25.60	30.00	3,531.70	768.00	2,763.70	1,381.85	888.85	444.43	1,826.28	191.44	1,634.84	241.92	1,392.92
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1757	552	25.60	29.00	4,733.35	742.40	3,990.95	1,995.48	998.75	499.38	2,494.85	251.60	2,243.25	317.95	1,925.30
TMI PROPERTY GROUP, LLC	1762	420	25.60	30.00	3,538.17	768.00	2,770.17	1,385.09	998.75	499.38	1,884.46	191.44	1,693.02	241.92	1,451.10
FADRILAN, RAMON & FAYE	1763	552	25.60	28.00	4,199.86	716.80	3,483.06	1,741.53	988.85	494.43	2,235.96	251.60	1,984.35	317.95	1,666.40
TAYLOR, JAMES & CAROL C ET AL	1769	552	25.60	30.00	3,814.03	768.00	3,046.03	1,523.02	878.90	439.45	1,962.47	251.60	1,710.86	317.95	1,392.91
TMI PROPERTY GROUP, LLC	1770	420	25.60	29.00	3,631.71	742.40	2,889.31	1,444.66	918.85	459.43	1,904.08	191.44	1,712.64	241.92	1,470.72
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1773	552	25.60	29.00	4,031.79	742.40	3,289.39	1,644.70	1,158.55	579.28	2,223.97	251.60	1,972.37	317.95	1,654.42
TAYLOR, JAMES & CAROL C ET AL	1775	420	25.60	29.00	3,726.17	742.40	2,983.77	1,491.89	859.05	429.53	1,921.41	191.44	1,729.97	241.92	1,488.05
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1778	420	25.60	28.00	3,412.74	716.80	2,695.94	1,347.97	958.80	479.40	1,827.37	191.44	1,635.93	241.92	1,394.01
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1780	420	25.60	28.00	3,396.91	716.80	2,680.11	1,340.06	888.85	444.43	1,784.48	191.44	1,593.04	241.92	1,351.12
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1781	420	25.60	28.00	3,735.77	716.80	3,018.97	1,509.49	978.75	489.38	1,998.86	191.44	1,807.42	241.92	1,565.50
RAGHURAM, LIV TRUST, RAJ & USHA	1790	420	25.60	28.00	3,569.47	716.80	2,852.67	1,426.34	918.85	459.43	1,885.76	191.44	1,694.32	241.92	1,452.40
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1791	434	25.60	30.00	3,740.61	768.00	2,972.61	1,486.31	958.80	479.40	1,965.71	197.82	1,767.89	249.98	1,517.90
HAY, BARRY	1802	427	25.60	27.00	3,641.84	691.20	2,950.64	1,475.32	918.85	459.43	1,934.75	194.63	1,740.12	245.95	1,494.17
RAINES, SANDI	1803	427	25.60	28.00	3,845.84	716.80	3,129.04	1,564.52	918.85	459.43	2,023.95	194.63	1,829.32	245.95	1,583.37
RAINES, SANDI	1805	427	25.60	28.00	3,300.07	716.80	2,583.27	1,291.64	918.85	459.43	1,751.06	194.63	1,556.43	245.95	1,310.48
MOLL, DANIEL AND PATRICIA	1806	427	25.60	29.00	3,851.21	742.40	3,108.81	1,554.41	898.87	449.44	2,003.84	194.63	1,809.21	245.95	1,563.26
WILLIAMS, ROBERT	1822	558	25.60	29.00	3,749.49	742.40	3,007.09	1,503.55	439.45	219.73	1,723.27	254.34	1,468.93	321.41	1,147.53
WILLIAMS, ROBERT	1824	558	25.60	30.00	4,516.36	768.00	3,748.36	1,874.18	1,198.50	599.25	2,473.43	254.34	2,219.09	321.41	1,897.69
WILLIAMS, ROBERT	1826	558	25.60	29.00	3,451.86	742.40	2,709.46	1,354.73	898.75	449.38	1,804.11	254.34	1,549.77	321.41	1,228.36
VAGUIHELYI FAMILY TRUST, GEORGE & MELISSA	1827	427	25.60	28.00	4,039.55	716.80	3,322.75	1,661.38	878.93	439.47	2,100.84	194.63	1,906.21	245.95	1,660.26

SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1828	558	25.60	29.00	3,779.93	742.40	3,037.53	1,518.77	998.70	499.35	2,018.12	254.34	1,763.78	321.41	1,442.37
HENDERSON, WILLIAM A & CHRISTINE	1832	558	25.60	30.00	4,600.50	768.00	3,832.50	1,916.25	1,128.50	564.25	2,480.50	254.34	2,226.16	321.41	1,904.76
YIN, DOMINIC	1837	427	25.60	30.00	4,073.29	768.00	3,305.29	1,652.65	943.80	471.90	2,124.55	194.63	1,929.92	245.95	1,683.97
MIYAMOTO/DELEON/ WAN, BENTON	1838	427	25.60	30.00	4,177.49	768.00	3,409.49	1,704.75	889.00	444.50	2,149.25	194.63	1,954.62	245.95	1,708.67
TOM TRUST, GARRET & ANITA	1845	427	25.60	30.00	3,893.48	768.00	3,125.48	1,562.74	918.85	459.43	2,022.17	194.63	1,827.54	245.95	1,581.59
PEDERSON, ROBERT & LOU ANN	1847	427	25.60	29.00	2,882.88	742.40	2,140.48	1,070.24	799.10	399.55	1,469.79	194.63	1,275.16	245.95	1,029.21
RICHE, KENNETH & MAXINE	1865	552	25.60	29.00	4,128.91	742.40	3,386.51	1,693.26	1,158.55	579.28	2,272.53	251.60	2,020.93	317.95	1,702.98
QUINN, JEFFREY & BARBARA	1870	420	25.60	28.00	3,678.37	716.80	2,961.57	1,480.79	1,118.60	559.30	2,040.09	191.44	1,848.65	241.92	1,606.73
KAPLAN, TIMOTHY	1874	420	25.60	29.00	3,801.42	742.40	3,059.02	1,529.51	1,038.70	519.35	2,048.86	191.44	1,857.42	241.92	1,615.50
NADINE'S REAL ESTATE	1886	420	25.60	28.00	3,542.56	716.80	2,825.76	1,412.88	879.00	439.50	1,852.38	191.44	1,660.94	241.92	1,419.02
ALEXANDER LIVING TRUST, MARIE ANN	1902	427	25.60	29.00	3,850.40	742.40	3,108.00	1,554.00	1,148.55	574.28	2,128.28	194.63	1,933.65	245.95	1,687.70
TOM TRUST, GARRET & ANITA	1903	427	25.60	26.00	3,165.20	665.60	2,499.60	1,249.80	848.90	424.45	1,674.25	194.63	1,479.62	245.95	1,233.67
LEE FAMILY TRUST	1905	427	25.60	30.00	4,388.89	768.00	3,620.89	1,810.45	1,198.50	599.25	2,409.70	194.63	2,215.07	245.95	1,969.12
CONDOTEL 1906 LLC, (MGR PHAM JACQUELINE)	1906	427	25.60	30.00	3,811.86	768.00	3,043.86	1,521.93	958.80	479.40	2,001.33	194.63	1,806.70	245.95	1,560.75
LEE FAMILY TRUST	1907	427	25.60	29.00	4,210.41	742.40	3,468.01	1,734.01	958.80	479.40	2,213.41	194.63	2,018.78	245.95	1,772.83
CHENG, PETER & ELISA	1908	427	25.60	28.00	3,646.32	716.80	2,929.52	1,464.76	998.75	499.38	1,964.14	194.63	1,769.51	245.95	1,523.56
CHEAH, MELVIN	1911	558	25.60	27.00	3,983.43	691.20	3,292.23	1,646.12	858.92	429.46	2,075.58	254.34	1,821.24	321.41	1,499.83
CAMERON, GREGORY & ROBIN	1926	558	25.60	26.00	4,072.66	665.60	3,407.06	1,703.53	839.05	419.53	2,123.06	254.34	1,868.72	321.41	1,547.31
SHEN, DI	1939	427	25.60	28.00	3,171.93	716.80	2,455.13	1,227.57	879.00	439.50	1,667.07	194.63	1,472.44	245.95	1,226.49
KOSSICK, MARY	1945	427	25.60	29.00	3,375.26	742.40	2,632.86	1,316.43	1,078.65	539.33	1,855.76	194.63	1,661.13	245.95	1,415.18
PEDERSON, ROBERT & LOU ANN	1961	552	25.60	30.00	4,527.96	768.00	3,759.96	1,879.98	1,178.54	589.27	2,469.25	251.60	2,217.65	317.95	1,899.70
DUNLAP, JOHN & JANE	1963	552	25.60	27.00	3,698.37	691.20	3,007.17	1,503.59	918.85	459.43	1,963.01	251.60	1,711.41	317.95	1,393.46
VANDERBOKKE, LEE & MADELYN	1971	552	25.60	29.00	3,886.05	742.40	3,143.65	1,571.83	958.80	479.40	2,051.23	251.60	1,799.62	317.95	1,481.67
RICHE, KENNETH & MAXINE	1975	420	25.60	30.00	3,807.53	768.00	3,039.53	1,519.77	1,038.70	519.35	2,039.12	191.44	1,847.68	241.92	1,605.76
QUINN, JEFFREY	1977	420	25.60	27.00	3,375.15	691.20	2,683.95	1,341.98	958.80	479.40	1,821.38	191.44	1,629.94	241.92	1,388.02
BROWNE, GUY	2044	427	25.60	27.00	3,415.87	691.20	2,724.67	1,362.34	878.90	439.45	1,801.79	194.63	1,607.16	245.95	1,361.21
KOSSICK, MARY	2055	552	25.60	26.00	3,756.41	665.60	3,090.81	1,545.41	878.90	439.45	1,984.86	251.60	1,733.25	317.95	1,415.30
RIOPELLE FAMILY TRUST, JEFFREY	2059	552	25.60	24.00	3,281.85	614.40	2,667.45	1,333.73	859.05	429.53	1,763.25	251.60	1,511.65	317.95	1,193.70
SILKSCAPE INC	2063	552	25.60	25.00	3,788.35	640.00	3,148.35	1,574.18	863.90	431.95	2,006.13	251.60	1,754.52	317.95	1,436.57
ALEXANDER LIVING TRUST, MARIE ANN	2065	552	25.60	25.00	3,683.66	640.00	3,043.66	1,521.83	799.05	399.53	1,921.36	251.60	1,669.75	317.95	1,351.80
KOSSICK, MARY	2068	420	25.60	30.00	3,247.20	768.00	2,479.20	1,239.60	779.15	389.58	1,629.18	191.44	1,437.74	241.92	1,195.82
HAY, BARRY	2075	420	25.60	29.00	3,743.73	742.40	3,001.33	1,500.67	819.10	409.55	1,910.22	191.44	1,718.78	241.92	1,476.86
TORABKHAN, FARHAD & TAVAKOL, SAHAR	2076	420	25.60	30.00	3,458.38	768.00	2,690.38	1,345.19	908.95	454.48	1,799.67	191.44	1,608.23	241.92	1,366.31
LUTZ, RICHARD/SANDRA	2087	420	25.60	30.00	3,557.54	768.00	2,789.54	1,394.77	998.70	499.35	1,894.12	191.44	1,702.68	241.92	1,460.76
CHANDLER, NORMAN	2104	427	25.60	30.00	3,302.95	768.00	2,534.95	1,267.48	1,038.65	519.33	1,786.80	194.63	1,592.17	245.95	1,346.22
LINDGREN, DARLEEN	2157	552	25.60	27.00	3,836.04	691.20	3,144.84	1,572.42	908.80	454.40	2,026.82	251.60	1,775.22	317.95	1,457.27
JL & YL HOLDINGS	2165	552	25.60	28.00	4,110.00	716.80	3,393.20	1,696.60	958.80	479.40	2,176.00	251.60	1,924.40	317.95	1,606.45
HURLEY, MICHAEL	2167	552	25.60	27.00	3,586.75	691.20	2,895.55	1,447.78	958.80	479.40	1,927.18	251.60	1,675.57	317.95	1,357.62
M & Y HOLDINGS	2169	552	25.60	27.00	4,003.70	691.20	3,312.50	1,656.25	958.65	479.33	2,135.58	251.60	1,883.97	317.95	1,566.02
PARKER, SUZANNE & LOREN	2179	420	25.60	30.00	3,539.30	768.00	2,771.30	1,385.65	998.75	499.38	1,885.03	191.44	1,693.59	241.92	1,451.67
WINDHORST TRUST, DUANE H & MARILYN	2181	420	25.60	28.00	4,263.49	716.80	3,546.69	1,773.35	888.85	444.43	2,217.77	191.44	2,026.33	241.92	1,784.41
SON, KWANG SOON	2189	420	25.60	29.00	3,302.38	742.40	2,559.98	1,279.99	789.05	394.53	1,674.52	191.44	1,483.08	241.92	1,241.16
PEDERSON, ROBERT R & LOU ANN	2261	552	25.60	30.00	3,774.59	768.00	3,006.59	1,503.30	879.00	439.50	1,942.80	251.60	1,691.19	317.95	1,373.24
SHAMIEH, ELIAS & EMAN	2275	420	25.60	26.00	3,549.29	665.60	2,883.69	1,441.85	908.95	454.48	1,896.32	191.44	1,704.88	241.92	1,462.96
CHOI, KI NAM & YOUNG JA	2279	420	25.60	31.00	3,751.14	793.60	2,957.54	1,478.77	918.80	459.40	1,938.17	191.44	1,746.73	241.92	1,504.81
YOO, KUK HYUN & SANG YOON	2283	420	25.60	26.00	3,349.36	665.60	2,683.76	1,341.88	719.10	359.55	1,701.43	191.44	1,509.99	241.92	1,268.07
WEISS FAMILY TRUST, IRENE	2326	558	25.60	29.00	3,606.85	742.40	2,864.45	1,432.23	539.46	269.73	1,701.96	254.34	1,447.62	321.41	1,126.21
FISH, FREDERICK OR LISA	2328	558	25.60	28.00	3,568.36	716.80	2,851.56	1,425.78	1,063.75	531.88	1,957.66	254.34	1,703.32	321.41	1,381.91
IZADY/AKASHEH MICHAEL/ANAHID	2337	427	25.60	26.00	3,525.15	665.60	2,859.55	1,429.78	958.90	479.45	1,909.23	194.63	1,714.60	245.95	1,468.65

PEDERSON, ROBERT & LOU ANN	2345	427	25.60	29.00	4,227.14	742.40	3,484.74	1,742.37	958.95	479.48	2,221.85	194.63	2,027.22	245.95	1,781.27
FISH, FREDERICK OR LISA	2347	427	25.60	27.00	3,385.92	691.20	2,694.72	1,347.36	988.90	494.45	1,841.81	194.63	1,647.18	245.95	1,401.23
RICHE, KENNETH & MAXINE	2357	552	25.60	25.00	2,868.38	640.00	2,228.38	1,114.19	719.05	359.53	1,473.72	251.60	1,222.11	317.95	904.16
PEDERSON 1990 TRUST	2359	552	25.60	26.00	3,505.48	665.60	2,839.88	1,419.94	1,038.70	519.35	1,939.29	251.60	1,687.69	317.95	1,369.74
NUNN, HENRY III & D'ARCY C	2365	552	25.60	28.00	3,807.80	716.80	3,091.00	1,545.50	898.89	449.45	1,994.95	251.60	1,743.34	317.95	1,425.39
MINER, WILLIAM B JR	2371	552	25.60	27.00	3,211.82	691.20	2,520.62	1,260.31	759.15	379.58	1,639.89	251.60	1,388.28	317.95	1,070.33
VANDEBOKKE, LEE	2385	420	25.60	27.00	4,171.74	691.20	3,480.54	1,740.27	878.90	439.45	2,179.72	191.44	1,988.28	241.92	1,746.36
TRUONG, CHANH T	2389	420	25.60	26.00	3,144.85	665.60	2,479.25	1,239.63	799.00	399.50	1,639.13	191.44	1,447.69	241.92	1,205.77
SOHN, SANG DAE & KEUM S	2475	420	25.60	26.00	3,965.32	665.60	3,299.72	1,649.86	719.24	359.62	2,009.48	191.44	1,818.04	241.92	1,576.12
TOTALS					357,352.49	67,138.26	290,214.23	145,107.12	89,334.55	44,667.28	189,774.39	20,882.48	168,891.91	26,389.44	142,502.47

# EXHIBIT “4”

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2023-09-18 04:39:07 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9893214 : csulezic

# EXHIBIT “4”

1 CODE: 4185  
PEGGY B. HOOGS, CCR #160  
2 Sunshine Litigation Services  
151 Country Estates Cr.  
3 Reno, Nevada 89511  
(775) 323-3411  
4 Court Reporter

5

6 SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF WASHOE

8 THE HONORABLE ELLIOTT A. SATTler, DISTRICT JUDGE  
--oOo--

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10 ALBERT THOMAS, individually; Case No. CV12-02222  
et al.,

11 Dept. No. 10

12 Plaintiffs,

13 vs.

14 MEI-GSR HOLDINGS, LLC, a Nevada  
Limited Liability Company,

15 Defendants.  
\_\_\_\_\_

16

17

18 TRANSCRIPT OF PROCEEDINGS

19 HEARING ON MOTIONS

20 WEDNESDAY, OCTOBER 30, 2019

21

22

23 Job No.: 583765

24 Reported By: PEGGY B. HOOGS, CCR 160, RDR, CRR