

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellants,

vs.

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

Supreme Court No. 88065

District Court Case No. CV12-02222

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Elizabeth A. Brown
Clerk of Supreme Court

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

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

Respondents.

**APPENDIX TO ANSWER TO PETITION FOR WRIT OF PROHIBITION
OR, IN THE ALTERNATIVE, MANDAMUS**

VOLUME 2 OF 9

Submitted for all respondents by:

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ATTORNEYS FOR RESPONDENTS ALBERT THOMAS, et al.

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Robertson, Johnson, Miller & Williamson, over the age of eighteen, and not a party to the within action. I further certify that on April 5, 2024, I electronically filed the foregoing **APPENDIX TO ANSWER TO PETITION FOR WRIT OF PROHIBITION OR, IN THE ALTERNATIVE, MANDAMUS, VOLUME 2 OF 9** with the Clerk of the Court by using the ECF system which served the following parties electronically:

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Development, LLC; and
AM-GSR Holdings, LLC*

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Hon. Elizabeth Gonzalez
Senior Judge, Dept. 10
Second Judicial District Court
75 Court Street
Reno, NV 89501

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

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

1 Code: DISC
2 G. David Robertson, Esq. (NV Bar No. 1001)
3 Jarrad C. Miller, Esq. (NV Bar No. 7093)
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SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. 10

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

Defendants.

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

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

1 fully to the non-objectionable portion thereof.

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

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

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

10 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **REQUEST NO. 1:**

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

16 **REQUEST NO. 2:**

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

22 **REQUEST NO. 3:**

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

1 **REQUEST NO. 4:**

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

9 **REQUEST NO. 5:**

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

15 **REQUEST NO. 6:**

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

22 **REQUEST NO. 7:**

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

1 **REQUEST NO. 8:**

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

6 **REQUEST NO. 9:**

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

11 **REQUEST NO. 10:**

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

16 **REQUEST NO. 11:**

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

20 **REQUEST NO. 12:**

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

25 **REQUEST NO. 13:**

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

1 **REQUEST NO. 14:**

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

7 **REQUEST NO. 15:**

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

12 **REQUEST NO. 16:**

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

17 **REQUEST NO. 17:**

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

21 **REQUEST NO. 18:**

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

25 **REQUEST NO. 19:**

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

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

4 **REQUEST NO. 20:**

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

9 **REQUEST NO. 21:**

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

14 **REQUEST NO. 22:**

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

19 **REQUEST NO. 23:**

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

25 **REQUEST NO. 24:**

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

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

3 **REQUEST NO. 25:**

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

10 **REQUEST NO. 26:**

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

15 **REQUEST NO. 27:**

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

20 **REQUEST NO. 28:**

21 Please produce any and all Monthly Profit & Loss Statements for all IUO from January 7,
22 2015 through current date. Reports should be produced electronically where possible, with
23 reports specifically exported to Microsoft Excel™ OR comma delimited format.

24 **REQUEST NO. 29:**

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

1 **REQUEST NO. 30:**

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

8 **REQUEST NO. 31:**

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

13 **REQUEST NO. 32:**

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

16 **REQUEST NO. 33:**

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

20 **REQUEST NO. 34:**

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

26 **REQUEST NO. 35:**

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

1 **REQUEST NO. 36:**

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

4 **REQUEST NO. 37:**

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

7 **REQUEST NO. 38:**

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

12 **REQUEST NO. 39:**

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

16 **REQUEST NO. 40:**

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

19 **REQUEST NO. 41:**

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

23 **REQUEST NO. 42:**

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

1 **REQUEST NO. 43:**

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

6 **REQUEST NO. 44:**

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

11 **REQUEST NO. 45:**

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

14 **REQUEST NO. 46:**

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

17 **REQUEST NO. 47:**

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

22 **REQUEST NO. 48:**

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

1 **REQUEST NO. 49:**

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

7 **REQUEST NO. 50:**

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

13 **REQUEST NO. 51:**

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

17 **REQUEST NO. 52:**

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

21 **REQUEST NO. 53:**

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

1 **REQUEST NO. 54:**

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

7 **REQUEST NO. 55:**

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

14 **REQUEST NO. 56:**

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

19 **REQUEST NO. 57:**

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

24 **REQUEST NO. 58:**

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

1 **REQUEST NO. 59:**

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

7 **REQUEST NO. 60:**

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

12 **REQUEST NO. 61:**

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

17 **REQUEST NO. 62:**

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

23 **REQUEST NO. 63:**

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

28 **REQUEST NO. 64:**

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

6 **REQUEST NO. 65:**

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

10 **REQUEST NO. 66:**

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

19 **REQUEST NO. 67:**

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

25 **REQUEST NO. 68:**

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

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

5 **REQUEST NO. 69:**

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

10 **REQUEST NO. 70:**

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

19 **REQUEST NO. 71:**

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

24 **REQUEST NO. 72:**

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

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

7 **REQUEST NO. 73:**

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

10 **REQUEST NO. 74:**

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

13 **REQUEST NO. 75:**

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

16 **REQUEST NO. 76:**

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

20 **REQUEST NO. 77:**

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

24 **REQUEST NO. 78:**

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

1 **REQUEST NO. 79:**

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

5 DATED this 24th day of December, 2018.

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

10 By 

11 G. David Robertson, Esq.
12 Jarrad C. Miller, Esq.
13 Jonathan J. Tew, Esq.
14 Attorneys for Plaintiffs
15
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1 **CERTIFICATE OF SERVICE**

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

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

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

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

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

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

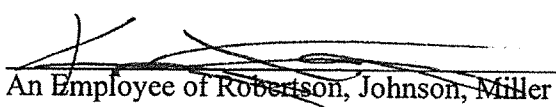
23 
24 An Employee of Robertson, Johnson, Miller & Williamson

EXHIBIT "1"

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

Exhibit "8"

Exhibit "8"

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

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

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

10 vs.

Case No. CV12-02222
Dept. No. 10

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

17 Defendants.

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

20 I, Jarrad C. Miller, state:

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

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

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

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

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

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

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

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

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

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

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

December 24th, 2018.

Jarrad C. Miller, Esq.

1 CODE: 3105
Jarrad C. Miller, Esq. (NV Bar No. 7093)
2 Jonathan J. Tew, Esq. (NV Bar No. 11874)
Robertson, Johnson, Miller & Williamson
3 50 West Liberty Street, Suite 600
Reno, Nevada 89501
4 (775) 329-5600
Attorneys for Plaintiffs
5

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

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

10 Plaintiffs,

11 vs.

Case No. CV12-02222
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12 MEI-GSR Holdings, LLC, a Nevada Limited
Liability Company, GRAND SIERRA
13 RESORT UNIT OWNERS' ASSOCIATION,
a Nevada nonprofit corporation, GAGE
14 VILLAGE COMMERCIAL
DEVELOPMENT, LLC, a Nevada Limited
15 Liability Company; AM-GSR HOLDINGS,
LLC, a Nevada Limited Liability Company;
16 and DOE DEFENDANTS 1 THROUGH 10,
inclusive,
17

18 Defendants.

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

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

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

9 Based on the forgoing:

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

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

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

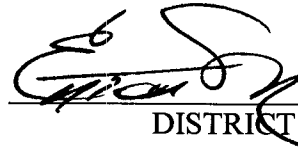
19 **IT IS FURTHER ORDERED** that the Receiver shall rescind and unwind the special
20 assessment ("Special Assessment") charged by the Defendants that is prohibited by this Court's
21 sanctions and other orders;

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

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

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

5 DATED this 15 day of FEBRUARY, 2019.

6
7
8 
DISTRICT COURT JUDGE

9
10 Submitted by:

11 ROBERTSON, JOHNSON,
12 MILLER & WILLIAMSON

13 

14 Jarrod C. Miller, Esq.
15 Jonathan Joel Tew, Esq.
Attorney for Plaintiffs

2490
DAVID C. McELHINNEY
Nevada Bar No. 0033
LEWIS ROCA ROTHGERBER CHRISTIE LLP
One East Liberty Street, Suite 300
Reno, Nevada 89501
Telephone: (775) 823-2900
Facsimile: (775) 823-2929
Email: dmcelhinney@lrrc.com
Attorneys for Defendant(s)

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

ALBERT THOMAS, et. al.,

Plaintiff(s),

v.

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

Defendant(s).

Case No. CV12-02222

Dept. No.: 10

**DEFENDANTS' MOTION FOR
INSTRUCTIONS TO RECEIVER
REGARDING REIMBURSEMENT OF
CAPITAL EXPENDITURES**

Defendants MEI-GSR HOLDINGS, LLC ("MEI-GSR"), AM-GSR Holdings, LLC,
GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, and GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC (collectively "Defendants") by and through their counsel
at the law firm of Lewis Roca Rothgerber Christie LLP, hereby files the following Motion for
Instructions to Receiver Regarding Reimbursement of Capital Expenditures. This Motion is
supported by the following memorandum of points and authorities, the papers and pleadings on file
herein, and any oral argument the Court will entertain.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Defendants have made substantial upgrades and improvements to the GSR property (“Property”) over the last three years, spending more than \$28 million of their own funds in the process. The CC&Rs allow for allocated capital expenditures to be drawn out of the Property’s reserve accounts and for the GSR Unit Owners Association to impose a separate or special assessment on all Unit-Owners to return the reserve balances to the required levels consistent with an independent Reserve Study. Accordingly, the allocated amount of \$8,030,701 should be charged against the reserve accounts and a special assessment should issue to all Unit-Owners to ensure maintenance of the appropriate level of reserves as required under a soon-to-be conducted Reserve Study. Defendants request that the Court issue instructions to the Receiver to permit the same.

II. FACTUAL BACKGROUND

A. CC&Rs

The CC&Rs provide for the creation of reserves for Common Elements¹ and Hotel Expenses. *See* Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Hotel-Condominiums Grand Sierra Resort (“CC&Rs”), at §§ 6.2 and 6.10, attached in pertinent part as Exhibit 1.

1. Capital Reserve

The Capital Reserve is a special reserve account “used solely for the repair, replacement and restoration of the major components of the Common Elements.” *Id.* at § 6.2. Expenditures for these items, which “may become necessary during the year shall be charged first against the Capital Reserve.” *Id.*

Section 6.2 of the CC&Rs provides for a special or separate assessment for the Unit Owner’s proportionate share of Common Expenses:

...The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the reserve study required by the Act, and upon a review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements, repairs and replacements necessary to the Common Elements or

¹ “Common Elements” includes all portions of the property other than the Units. *See* CC&Rs at Art. I.

the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Expenditures for the repair, replacement and restoration of the major components of the Common Elements which may become necessary during the year shall be charged first against the Capital Reserve. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner's proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount, and such adjusted amount shall be a lien upon applicable Units at such time as the adjusted monthly assessment becomes due. In addition to the foregoing, any Common Expense not set forth in the annual budget or any increase in assessments over the amount set forth in the adopted annual budget shall be separately assessed against all Unit Owners. The Board may adopt special or separate assessments payable over more than one fiscal year.

Id.

2. Hotel Reserve

The CC&Rs further provide for the creation of the Hotel Reserve to be used solely "for making capital expenditures and paying for the costs of deferred maintenance" in connection with certain hotel components. *Id.* at § 6.10(b). The primary purpose of the Hotel Reserve is to reserve "funds for a portion of the costs of the periodic repair, replacement, refurbishment, enhancement and update" of the components, which are identified in Exhibit E to the CC&Rs, "as may be performed from time to time in the sole and absolute discretion of the Owner of the Declarant." *Id.* Components listed on Exhibit E to the CC&Rs include walls, stucco, paint finishes and repairs, window replacements, elevator cab finishes, boilers, and floor coverings. *Id.* at Ex. E. "Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Hotel Reserve, as applicable, which remains unallocated." *Id.* at § 6.10 (b).

Section 6.10(b) of the CC&Rs provides for a special or separate assessment for the Unit

Owner's proportionate share of Hotel Expenses:

...The Declarant shall determine the appropriate level of the Hotel Reserve based upon a periodic review of the useful life of improvements to the Shared Facilities Unit and equipment owned by the Owner of the Shared Facilities Unit for use in the Shared Facilities Unit and Hotel Units, as well as periodic projections of the cost of the anticipated major repairs or improvements, repairs and replacements necessary to the Shared Facilities Unit, or the purchase of equipment to be used by the Owner of the Shared Facilities Unit, in connection with the Shared Facilities Unit or Hotel Units. In performing this periodic review, the Declarant shall cause to be prepared at least once every five (5) years, and shall review, annually, an independent Reserve Study. Each notification of the Hotel Expenses shall disclose that percentage of the annual assessment which shall be added to the Hotel Reserve, and each Unit Owner shall be deemed to make a capital contribution to the Owner of the Shared Facilities Unit equal to such percentage multiplied by each installment of the annual Hotel Expenses assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual assessment which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Hotel Reserve, as applicable, which remains unallocated. If the Hotel Expenses prove inadequate for any reason or in the event a nonrecurring Hotel Expense is anticipated for any year, then the Declarant may prepare and approve a supplemental notification of Hotel Expenses covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental notification of Hotel Expenses shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner's proportionate share of such supplemental notification of Hotel Expenses. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. In addition to the foregoing, any Hotel Expenses not set forth in the annual notification of Hotel Expenses, or any increase in assessments over the amount set forth in the adopted annual notification of Hotel Expenses shall be separately assessed against all Unit Owners. Assessments for additions and alterations to, or refurbishment, rehabilitation or enhancement of, the components listed on Exhibit E shall be either included in the above assessment process or separately assessed against all Unit Owners.

Id.

B. Capital Expenditures

From January 1, 2017 through June 30, 2019, Defendants spent over \$28 million in capital expenditures to the Property.² See Condo Capital Expense Analysis January 2017 thru June 2019,

² Defendants have spent an additional \$973,428.86 on capital improvements to the Property and more specifically, to the Units: (1) \$216,411.77 to replace thermostats (Floors 17-24); (2) \$163,057.90 to install SafeLock Key System for Unit doors (Floors 17-24); (3) \$32,267.20 to replace clocks with USB (Floors 17-24); (4) \$339,098.70 to replace mattresses (Floors 17-24); (5) \$43,596.90 to replace telephones in Summit Floor rooms, (6) \$71,000.00 in 24th Floor ceiling improvements; and (7) \$107,996.39 to replace pumps in Central Plant Chillers. See June 21, 2019, Motion for Instructions to Receiver Regarding Reserve Amounts,

attached as Exhibit 2. The expenditures were made to substantially improve the Property including remodeling the pool area, the mezzanine, and the front desk. *See id.* An itemized list of the expenditures including when the improvement was made and the cost of the improvement is set forth in Exhibit 2. *See id.*

As indicated on Exhibit 2, the percent of capital allocation based on the most recent Reserve Study is 13.79% for Common Area expenditures and 33.58% for Hotel Unit expenditures. *See id.* This percentage is based upon the square footage relationship of the Plaintiffs, Defendants and Non-Plaintiff-owned Units to the Common Area and to the Hotel area. Based upon this allocation, a total of \$998,260 in “Common Area” Capital Expenditures and a total of \$7,032,441 in Hotel Unit Capital Expenditures may be charged to the respective reserve accounts:

Description	Cost of Capital Expenditures	Allocated Amount of Capital Expenditures to Reserves
		<i>“Common Area” 13.79% Allocation</i>
“Common Area” Capital Expenditures in 2017	\$3,228,575	\$445,220
“Common Area” Capital Expenditures in 2018	\$2,348,488	\$323,857
“Common Area” Capital Expenditures in 2019 (January 1 through June 30)	\$1,661,950	\$229,183
TOTAL	\$7,239,013	\$998,260
		<i>“Hotel Unit” 33.58% Allocation</i>
“HOTEL UNIT” Capital Expenditures in 2017	\$17,626,589	\$5,919,009
“HOTEL UNIT” Capital Expenditures in 2018	\$2,694,172	\$904,703
“HOTEL UNIT” Capital Expenditures in 2019 (January 1 through June 30)	\$621,588	\$208,729
TOTAL	\$20,942,349	\$7,032,441
TOTAL OF COMMON AREA AND HOTEL UNIT EXPENDITURES	\$28,181,362	\$8,030,701

at p. 7. The \$973,428.86 is not included in the \$28 million total expenditure or the \$8 million allocated figure.

1 *See id.*

2 Defendants have presented a request for reimbursement of the above capital expenditures to
3 the Receiver. The Receiver, however, has indicated that Defendants will need to seek the assistance
4 of the Court for the reimbursement of any capital expenditures made before June of 2019, thus
5 necessitating the instant Motion.

6 **III. LEGAL ARGUMENT**

7 **A. Defendants Should Be Reimbursed For Capital Expenditures Made From**
8 **January 1, 2017 Through June 30, 2019 and Permitted to Impose a Special**
9 **Assessment.**

10 As set forth in the CC&Rs, the Capital Reserve and Hotel Reserve were created solely for
11 capital expenditures—the repair, replacement, restoration and enhancement of major components
12 of the Common Elements or certain hotel components. *See* CC&Rs at §§ 6.2 and 6.10(b).
13 Expenditures for these items which may become necessary during the year shall be charged first
14 against the appropriate reserve account. *See id.* The CC&Rs further permit a separate or special
15 assessment to all Unit-Owners for their proportionate share of the expenditures and/or to maintain
16 the level required by an independent Reserve Study. *See id.*

17 Here, Defendants spent over \$28 million of their own funds to improve the Property from
18 January 2017 through June 2019. Based upon the square footage of the Units, approximately \$8
19 million should be allocated and drawn out of the reserves pursuant to the Governing Documents.
20 *See id.* Importantly, the Receiver has recently calculated the amounts needed to fund the reserve
21 accounts from May 2016 through December 2019—the period this matter was dismissed due to lack
22 of subject matter jurisdiction and pending on appeal—for Units owned by Plaintiffs, non-Plaintiffs,
23 and GSR. All Unit-Owners are required to pay their respective share of the reserve funds to reflect
24 what should have been deposited in those accounts from May 2016 through December 2019
25 pursuant to the Governing Documents.³ Defendants have made the required deposits and as

26 ³ At the October 30, 2019, hearing the Court erroneously denied Defendants' request for a special assessment
27 and offset of the reserves for \$973,428.86 in 2017 capital expenditures. The Court determined that it had
28 wiped the slate clean by its October 9, 2015, FFCLJ that Defendants fund the three reserves by \$500,000
each and thus, a special assessment could not be allowed. *See* Transcript of October 30, 2019, Hearing, at
pp. 57 ll. 9-15 and 81 l. 23 to p. 82 l. 5 attached as Exhibit 3. This is despite the fact that the Receiver began
calculating what reserve balances actually should have been from May 2016 through December 31, 2019,
and the share to be deposited by all Unit-Owners. Therefore, starting in May of 2016, the slate was no longer

permitted by the Governing Documents, are entitled to reimbursement of the capital expenditures they made to the Property during this same period (*i.e.* January 1, 2017, through June 30, 2019).

Importantly, the Receiver, pursuant to the Order Appointing Receiver was appointed “for the purpose of implementing compliance among all condominium units, including units owned by any Defendant in this action...with the [CC&Rs] recorded against the condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements (“Governing Documents”).” *See* January 7, 2015, Order Appointing Receiver, at pp. 1:27-2:3. That order charges the Receiver “with accounting for all income and expenses associated with compliance with the Governing Documents...until discharged.” *Id.* at p. 2:4-6. Accordingly, Defendants ask the Court to instruct the Receiver to reimburse Defendants a total of \$8,030,701 out of the reserves, specifically \$998,260 out of the Capital Reserves and \$7,032,441 out of the Hotel Reserves. In addition, Defendants ask the Court to instruct the Receiver to impose a separate or special assessment on all Unit Owners, including Plaintiffs, Defendants and non-Plaintiffs, to bring the reserve accounts back up to the required levels pursuant to the CC&Rs. Defendants anticipate a new Reserve Study being conducted on the Property later this year which can be used to calculate this special assessment.

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wiped clean. However, to be clear the \$973,428.86 requested off-set, was previously ruled upon by this Court and is separate from, and not included in, the \$28 million total expenditure or the \$8 million allocated figure set forth in this Motion.

1 **IV. CONCLUSION**

2 For these reasons, Defendants request the Court instruct the Receiver to allow Defendants
3 to draw \$8,030,701 out of the Capital Reserves and Hotel Reserves for the cost of capital
4 expenditures to the Property and impose a special assessment on all Unit-Owners to maintain the
5 reserves at the appropriate levels consistent with an independent Reserve Study.

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

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

10 DATED this 21st day of May, 2020.

11
12 **LEWIS ROCA ROTHGERBER CHRISTIE LLP**

13 By: /s/ David C. McElhinney
14 DAVID C. MCELHINNEY, ESQ.
15 Nevada Bar No. 0033
16 LEWIS ROCA ROTHGERBER CHRISTIE LLP
17 One East Liberty Street, Suite 300
18 Reno, Nevada 89501

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

Lewis Roca
ROTHGERBER CHRISTIE

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of LEWIS ROCA ROTHGERBER
3 CHRISTIE LLP and that on this 21st day of May, 2020, I served a true and correct copy of the
4 foregoing **DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING**
5 **CAPITAL EXPENDITURES** to the parties listed below, via electronic service through the Second
6 Judicial District Court's eFlex Electronic Filing system.

7 G. David Robertson, Esq.
8 Jarrad C. Miller, Esq.
9 Jonathan J. Tew, Esq.
10 ROBERSTON, JOHNSON, MILLER & WILLIAMSON
11 50 West Liberty Street, Suite 600
12 Reno, Nevada 89501
13 *Attorneys for Plaintiffs*

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

16 DATED this 21st day of May, 2020.

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

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

Lewis Roca
ROTHGERBER CHRISTIE

EXHIBIT INDEX

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EXHIBIT 1

Seventh Amendment to Condominium Declaration of Covenants,
Conditions, Restrictions and Reservations of Easements for
Hotel-Condominiums Grand Sierra Resort (“CC&Rs”)

EXHIBIT 1

506-078
DOC # 3548504

06/27/2007 02:44:03 PM

Requested By

GRAND SIERRA RESORT

Washoe County Recorder

Kathryn L. Burke - Recorder

Fee: \$147.00 RPTT: \$0.00

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WHEN RECORDED RETURN TO:

R. Shawn Oliphant, Esq.
Fahrendorf, Vilorio, Oliphant & Oster, LLP
327 California Avenue
Reno, Nevada 89509
(775) 348-9999



(Space above line for Recorder's use only)

**SEVENTH AMENDMENT TO CONDOMINIUM
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS OF EASEMENTS
FOR**

**HOTEL-CONDOMINIUMS AT
GRAND SIERRA RESORT**
(A Nevada Common-Interest Community)

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THIS DECLARATION is made and entered into by Grand Sierra Operating Corp., a Nevada corporation (the "Declarant");

WITNESSETH:

WHEREAS, the Declarant holds legal title to the parcel of real estate situated in the City of Reno, County of Washoe, Nevada (hereinafter called the "Parcel") and legally described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, the Declarant desires and intends by this Declaration to submit the Property, as hereinafter defined, to the provisions of the Uniform Common-Interest Ownership Act of the State of Nevada, as amended from time to time (hereinafter called the "Act"), as a Condominium within the meaning of the Act, situated within the County of Washoe; and is further desirous of establishing, for its own benefit and that of all future owners or occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends for the Condominium to be owned and operated as a mixed use hotel condominium property; and

WHEREAS, the Declarant reserves various developmental rights and special Declarant's rights, as set forth below in detail, including the right to annex additional mixed use real estate into the Condominium, which may include additional buildings or portions thereof containing any combination of Unit types described herein, and if such additional mixed use elements are annexed, Declarant reserves the right to restrict voting rights appurtenant to the Units to matters involving the building or buildings containing said units and/or to issues of concern to particular Unit types.

WHEREAS, the Common Elements of the Condominium will not include exterior wall facades and finishes, the Building roof(s), lobby space, front desk areas, office space, housekeeping closets, elevators, stairways or corridors, or portions of certain mechanical and operating systems which serve the Condominium Property. Such facilities are located within the "Shared Facilities Unit" (defined below) or within the remainder portion of the Parcel (defined below), which Shared Facilities Unit and remainder parcel and the additions, alterations, betterments and improvements thereto initially shall be owned, operated, decorated, maintained, repaired and replaced by the Declarant, and each Unit Owner shall pay directly to the Declarant their respective pro-rata share of certain costs of such ownership, operation, decoration, maintenance, repair and replacement, as more fully provided herein. The Declarant also will make certain portions of the Shared Facilities Unit defined herein as the "Public Shared Facilities" available to the Unit Owners for use in day-to-day Hotel operations as more fully provided herein; and

WHEREAS, the name of the Condominium shall be the "Hotel-Condominiums at Grand Sierra Resort "; and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the

benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property. All of the limitations, restrictions, reservations, rights, easements, conditions and covenants contained in this Declaration shall run with and burden the Parcel and all Persons having or acquiring any right, title or interest in the Parcel, or any part thereof, and their successive owners, heirs, successors, and assigns, and shall be enforceable as covenants running with the land and/or equitable servitudes.

NOW, THEREFORE, the Declarant, as the legal title holder of the Parcel, and for the purposes above set forth; **DECLARES AS FOLLOWS:**

ARTICLE 1

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Association. Grand Sierra Resort Unit-Owners' Association, a Nevada nonprofit corporation.

Additional Parcel. All or any portion of the Future Expansion Parcel, as designated on the Plat, that hereafter may be submitted to the Act pursuant to the provisions of Article 11 of this Declaration, including the New Construction Units.

Allocated Interests. The undivided interests in the common elements, the liabilities for common expenses, and votes in the Association.

Board. The persons determined pursuant to the Bylaws and Article 5 hereof who are vested with the authority and responsibility of administering the Association.

Building. The existing building located on the Parcel that will contain certain Units, as shown by the survey depicting the respective floors of the Building.

Bylaws. The provisions for the administration of the Association, as the same may be from time to time duly amended.

Commercial Unit. The Units designated as Commercial Units on the Plat (or any amendment thereto), as a part of the Property, and any additional Commercial Units established pursuant to this Declaration, not to exceed 1,000 total Commercial Units. Subject to the conversion right set forth in Section 7.1(n) below, the term "Commercial Unit" shall specifically exclude the Hotel Units, Residential Units, and Shared Facilities Units.

Commercial Unit Owner. The Unit Owner or Owners, from time to time, of the Commercial Units.

Common Elements. All portions of the Condominium Property except the Units, more specifically described in Section 3.1 hereof. The Shared Facilities Unit is a Unit and shall not constitute a portion of the Common Elements. The Condominium has been established in such a manner as to minimize Common Elements. There are no limited common elements within the Property.

Common Expenses. Expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves. The Common Expenses are distinct from and are in addition to the Shared Facility Expenses and the Hotel Expenses.

Condominium Property. A portion of the real property and space within the Parcel, the improvements and structures erected, constructed or contained therein, thereon or thereunder, the easements, rights and appurtenances belonging thereto, and the fixtures, intended for the mutual use, benefit or enjoyment of the Owners, that is hereby or hereafter submitted and subjected to the provisions of this Declaration and to the Act from time to time.

Declarant. Grand Sierra Operating Corp., a Nevada corporation, and its successors and assigns.

Declaration. This instrument, by which the Property is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

FF&E. As defined in Section 4.5(b)(i) below, and in each Purchase and Sale Agreement.

Future Expansion Parcel. The parcel and tract of real estate legally described on Exhibit C attached hereto and made a part hereof.

Hotel. The existing hotel formerly known as the Reno Hilton®, consisting of approximately 1995 guest rooms, ten restaurants, a casino, spa, approximately 200,000 square feet of meeting and convention space, and related facilities and out parcels. Hilton® is a registered trademark of Hilton Hospitality, Inc., an affiliate of Hilton Hotels Corporation. The Declarant and Hilton have not, and do not intend to, negotiate a management agreement to manage the Hotel or the Property.

Hotel Expenses. As defined in Section 6.10 below. The Hotel Expenses include the Hotel Reserve, and are distinct from and in addition to the Shared Facilities Expenses and the Common Expenses.

Hotel Reserve. As defined in Section 6.10(b) below.

Hotel Guest. A transient guest of the Hotel, which may include Unit Owners of Hotel Units.

Hotel Management Company. The management company, its successors in interest or assigns, engaged by the Declarant in its sole and absolute discretion, to manage the day-to-day operations of the Hotel and perform such other functions as may be specified in the management agreement between the Declarant and such Hotel Management Company.

ARTICLE 6

COMMON EXPENSES & OTHER CHARGES

6.1 Preparation of Annual Budget. On or before November 1 of each calendar year, the Board shall cause to be prepared a detailed proposed budget for the ensuing calendar year. Such budget shall take into account the estimated annual Common Expenses and cash requirements for the year, including wages, materials, insurance, services, supplies and all other Common Expenses, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital Reserve (as hereinafter defined in Section 6.2). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements and, to the extent that the assessments and other cash income collected from the Unit Owners during the preceding year are more or less than the expenses for the preceding year, the surplus or deficit shall also be taken into account. On or before November 15 of each year, the Board shall notify each Unit Owner in writing as to the proposed annual budget, with reasonable itemization thereof, including those portions intended for capital expenditures or repairs or payment of real estate taxes and containing each Unit Owner's respective assessment; provided, however, that such proposed annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. On or before January 1 of the ensuing calendar year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board (or as it may direct) one-twelfth (1/12) of such Unit Owner's proportionate share of the Common Expenses for each year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with such Unit Owner's respective percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before April 1 of each calendar year following the initial meeting of the Unit Owners, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenses plus reserves. Such accounting shall, upon the written request of any Unit Owner, be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 6.2 hereof.

6.2 Capital Reserve; Supplemental Budget. The Association shall segregate and maintain a special reserve account to be used solely for the repair, replacement and restoration of the major components of the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the reserve study required by the Act, and upon a review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements, repairs and replacements necessary to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the

annual assessment paid by such Unit Owner. Expenditures for the repair, replacement and restoration of the major components of the Common Elements which may become necessary during the year shall be charged first against the Capital Reserve. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner's proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount, and such adjusted amount shall be a lien upon applicable Units at such time as the adjusted monthly assessment becomes due. In addition to the foregoing, any Common Expense not set forth in the annual budget or any increase in assessments over the amount set forth in the adopted annual budget shall be separately assessed against all Unit Owners. The Board may adopt special or separate assessments payable over more than one fiscal year.

6.3 Initial Budget. The Board shall determine and adopt, prior to the conveyance of the first Unit Ownership hereunder, an initial budget commencing with the first day of the month in which the sale of the first Unit Ownership is closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the proposed annual budget for each succeeding calendar year, and which may include such sums as collected from time to time at the closing of the sale of each Unit Ownership. Assessments shall be levied against the Unit Owners during said period as provided in Section 6.1 of this Article and in the Act, except that if the closing of the sale of the first Unit Ownership is not on January 1, monthly assessments to be paid by Unit Owners shall be based upon the amount of the budget and the number of months and days remaining in such calendar year.

6.4 Failure to Prepare Annual Budget. The failure or delay of the Board to give notice to each Unit Owner of the annual budget shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay such Unit Owner's respective monthly assessment, as herein provided, whenever the same shall be determined, and in the absence of the annual or adjusted budget, the Unit Owner shall continue to pay monthly assessments at the then existing monthly rate established for the previous period until the monthly assessment is given of such new annual budget.

6.5 Records of the Association.

(a) The management company or the Board shall maintain the following records of the Association available for inspection, examination and copying during normal business hours by the Unit Owners, First Mortgagees, Insurers and Guarantors, and their duly authorized agents or attorneys:

- (i) Copies of this Declaration, the Bylaws, and any amendments, Articles of Incorporation of the Association, annual reports, and any current rules and regulations adopted by the Association or its Board, and the Association's books, records and financial statements.

- (ii) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Common Expenses, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expense incurred, and copies of all contracts, leases, or other agreements entered into by the Association.
- (iii) The minutes of all meetings of the Association and the Board. The Association shall maintain these minutes until the common-interest community is terminated.
- (iv) Ballots and proxies relating thereto for all elections to the Board and for any other matters voted on by the Unit Owners shall be maintained for a period of not less than ten (10) years; provided that, unless directed by court order, only the voting ballot excluding a Unit number or symbol shall be subject to inspection and copying.
- (v) Such other records of the Association as are available for inspection pursuant to NRS 116.31175, 116.31177, and 116.3118, as amended, or otherwise subject to inspection by law.

(b) A reasonable fee not to exceed the maximum amounts established in the Act may be charged by the Board for the cost of copying.

(c) Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of such Unit Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

6.6 Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit B.

6.7 User Charges. The Board, or the Declarant acting pursuant to Article 5 hereof, may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expense may include such services and facilities provided to Unit Owners which the Board determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.7, and subject to the requirements of the Act, the Board or the Declarant may elect to treat all or any portion thereof as Common Expenses.

6.8 Non-Use and Abandonment. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his, her or their Units.

6.9 Shared Facilities Expenses. In addition to the budget and assessment procedures related to the Common Elements as described in Sections 6.1 through 6.8 above, and in addition to the Hotel Expenses described in Section 6.10 below and other charges or assessments set forth in the governing documents, in connection with the ownership, operation, use, maintenance, repair, replacement and refurbishment of the Shared Facilities Unit, and for the purpose of reimbursing the Shared Facilities Unit Owner for all general and special condominium assessments, use charges, utility costs, insurance costs, real estate taxes and other fees, costs, charges or expenses incurred by the Shared Facilities Unit Owner in connection with the ownership, use, maintenance, operation, repair and replacement of the Shared Facilities Unit and all improvements and personalty located within or upon the Shared Facilities Unit, each Unit Owner other than the owner of the Shared Facilities Unit also shall be bound by and shall comply with the following budget, assessment, reserve and collection requirements regarding the Shared Facilities Expenses (as defined below):

(a) **Preparation of Annual Budget for Shared Facilities Unit.** On or before November 1 of each calendar year, the Owner of the Shared Facilities Unit shall cause to be prepared a detailed proposed budget (the "Shared Facilities Budget") for the ensuing calendar year regarding the costs of ownership, operation, use, maintenance, repair, replacement and refurbishment of the Shared Facilities Unit and all improvements and personalty located within or upon the Shared Facilities Unit, all as more particularly described below. The Shared Facilities Budget shall take into account (i) the estimated annual expenses for the ownership, operation, use, maintenance, repair, replacement and refurbishment of the Shared Facilities Unit, (ii) cash requirements for the year, including wages, materials, insurance, services, supplies and all other expenses related to the Shared Facilities Unit, (iii) all costs to reimburse the Owner of the Shared Facilities Unit for all general and special condominium assessments and use charges incurred by the Shared Facilities Unit in accordance with Sections 6.1 to 6.8 above, utility costs for the Shared Facilities Unit, real estate taxes for the Shared Facilities Unit and other fees, costs, charges or expenses incurred by the Owner of the Shared Facilities Unit in connection with the ownership, use, maintenance, operation, repair and replacement of the Shared Facilities Unit and all improvements located within or upon the Shared Facilities Unit, and (iv) a reasonable amount considered by the Owner of the Shared Facilities Unit based on an independent Reserve Study of certain major components of the Shared Facilities Unit to be necessary for adequate reserves, including, without limitation, amounts to maintain the Shared Facilities Reserve (subparagraphs (i) through (iv) above being collectively referred to herein as the "Shared Facilities Expenses"). The Shared Facilities Budget shall also take into account the estimated net available cash income for the year from the operation or use of the Shared Facilities Unit and, to the extent that the assessments and other cash income, if any, collected from the Unit Owners during the preceding year are more or less than the expenses for the preceding year, the surplus or deficit shall also be taken into account. On or before November 15 of each year, the Owner of the Shared Facilities Unit shall notify each other Unit Owner in writing as to the proposed annual Shared Facilities Budget, with reasonable itemization thereof, including those portions intended for capital expenditures or repairs or payment of real estate taxes relating to the Shared Facilities Unit and containing each Unit Owner's respective assessment; provided, however, that such proposed

annual Shared Facilities Budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the owner of the Shared Facilities Unit. On or before January 1 of the ensuing calendar year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Owner of the Shared Facilities Unit (or as it may direct) one-twelfth (1/12) of such Unit Owner's proportionate share of the Shared Facilities Expenses for each year as shown by the Shared Facilities Budget for such year. Such proportionate share for each Unit Owner shall be in accordance with such Unit Owner's respective percentage of obligation as set forth in Exhibit D attached hereto. On or before April 1 of each calendar year following the initial meeting of the Unit Owners, the Owner of the Shared Facilities Unit shall supply to all Unit Owners an itemized accounting of the Shared Facilities Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual Shared Facilities Expenses plus reserves. Such accounting shall, upon the written request of any Unit Owner, be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 6.9(b) hereof.

(b) **Shared Facilities Reserve; Supplemental Shared Facilities Budget.** The Owner of the Shared Facilities Unit shall segregate and maintain a special reserve account to be used solely for making capital expenditures and paying for the costs of deferred maintenance in connection with the Shared Facilities Unit (the "Shared Facilities Reserve"). One of the primary purposes of the Shared Facilities Reserve is to reserve funds for the periodic repair, replacement, refurbishment, enhancement and update of the Shared Facilities Unit, as may be performed from time to time in the sole and absolute discretion of the Owner of the Shared Facilities Unit, and at the sole cost and expense of the Unit Owners. The Owner of the Shared Facilities Unit shall determine the appropriate level of the Shared Facilities Reserve based on a periodic review of the useful life of improvements to the Shared Facilities Unit and equipment owned by the owner of the Shared Facilities Unit for use in the Shared Facilities Unit and Hotel Units, as well as periodic projections of the cost of anticipated major repairs, improvements, and replacements necessary to the Shared Facilities Unit, or the purchase of equipment to be used by the Owner of the Shared Facilities Unit, in connection with the Shared Facilities Unit or Hotel Units. In performing this periodic review, the Owner of the Shared Facilities Unit shall cause to be prepared at least once every five (5) years, and shall review annually, an independent Reserve Study. Each Shared Facilities Budget shall disclose that percentage of the annual assessment which shall be added to the Shared Facilities Reserve, and each Unit Owner shall be deemed to make a capital contribution to the Owner of the Shared Facilities Unit equal to such percentage multiplied by each installment of the annual Shared Facilities Expenses assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Shared Facilities Reserve, as applicable, which remains unallocated. If the estimated Shared Facilities Expenses contained in the Shared Facilities Budget prove inadequate for any reason or in the event a nonrecurring Shared Facilities Expense is anticipated for any year, then the owner of the Shared Facilities Unit may prepare and approve a supplemental Shared Facilities Budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental Shared Facilities Budget

shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner's proportionate share of such supplemental Shared Facilities Budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. In addition to the foregoing, any Shared Facilities Expense not set forth in the annual Shared Facilities Budget or any increase in assessments over the amount set forth in the adopted annual Shared Facilities Budget shall be separately assessed against all Unit Owners. Assessments for additions and alterations to, or refurbishment, rehabilitation or enhancement of, the Shared Facilities Unit shall be either included in the above assessment process or separately assessed against all Unit Owners. Notwithstanding anything to the contrary contained herein, the owner of the Shared Facilities Unit shall have the right, in its sole and absolute discretion, to waive the right to collect reserves at any time and from time to time, provided that such waiver is exercised in a non-discriminatory fashion.

(c) **Initial Shared Facilities Budget.** The Owner of the Shared Facilities Unit shall determine and adopt, prior to the conveyance of the first Unit Ownership hereunder, an initial Shared Facilities Budget commencing with the first day of the month in which the sale of the first Unit Ownership is closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the proposed annual Shared Facilities Budget for each succeeding calendar year, and which may include such sums as collected from time to time at the closing of the sale of each Unit Ownership. Assessments for Shared Facilities Expenses shall be levied against the Unit Owners during said period as provided in Section 6.9(a) of this Article, except that if the closing of the sale of the first Unit Ownership is not on January 1, monthly assessments for Shared Facilities Expenses to be paid, by Unit Owners shall be based upon the amount of the Shared Facilities Budget and the number of months and days remaining in such calendar year.

(d) **Failure to Prepare Annual Shared Facilities Budget.** The failure or delay of the Owner of the Shared Facilities Unit to give notice to each Unit Owner of the annual Shared Facilities Budget shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay such Unit Owner's respective monthly assessment for Shared Facilities Expenses, as herein provided, whenever the same shall be determined, and in the absence of the annual or adjusted Shared Facilities Budget, the Unit Owner shall continue to pay monthly assessments for the Shared Facilities Expenses at the then-existing monthly rate established for the previous period until the monthly assessment for Shared Facilities Expenses, which is due more than ten (10) days after notice is given of such new annual Shared Facilities Budget.

(e) **Status of Collected Funds.** All funds collected under this Section 6.9 shall be held and expended for the purposes designated herein.

(f) **Shared Facilities Unit Owner's Lien Rights.** In the event any other Unit Owner fails to promptly pay or reimburse the Shared Facilities Unit Owner, the Declarant or the Hotel Management Company, as the case may be, in accordance with this Section 6.9, the Shared Facilities Unit Owner, the Declarant or the Hotel Management Company (as the case may be) shall impose a charge upon such Unit Owner in the maximum amount of any sums due from such Unit Owner, including the amount of any attorney's fees & costs incurred in enforcing the obligations contained herein, which sum shall be a lien upon the Unit Ownership of the defaulting Unit Owner, subject to the recordation of a notice of lien, and foreclosure of such lien

by sale of the Unit Ownership under substantially the same procedure provided to the Association in NRS Chapter 116 for the foreclosure of liens for assessments; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 6.9(f) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section 6.9(f) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit Ownership, whichever occurs first.

6.10 Hotel Expenses. In addition to the budget and assessment procedures related to the Common Elements and Shared Facilities Unit as described in Sections 6.1 through 6.9 above, and in addition to other charges or assessments set forth in the governing documents, in connection with the ownership, operation, use, maintenance, repair, replacement and refurbishment of certain components of the Building outside of the Condominium, which necessarily benefit in part the Unit Owners, and in part private operations and facilities outside of the Condominium Property, Declarant hereby identifies specific utility and structural components and insurance coverages, as detailed in Exhibit E (which is attached hereto and incorporated herein), an allocated portion of the expenses and fees of which shall be paid initially by the Declarant and reimbursed to the Declarant by the Unit Owners as more fully set forth herein. For the purpose of reimbursing the Declarant for an allocated share of all such utility use, maintenance, repair and replacement costs, structural maintenance, repair and replacement costs, insurance fees, and related charges or expenses, including reserve expenses, incurred by Declarant in connection with the ownership, use, maintenance, operation, repair and replacement of the components specified in Exhibit E, each Unit Owner other than the Owner of the Shared Facilities Unit also shall be bound by and shall comply with the following assessment, reserve and collection requirements:

(a) **Preparation of Annual Estimate of the Hotel Expenses.** On or before November 1 of each calendar year (other than the year preceding the first closing of the sale of a Unit), the Declarant shall cause to be prepared a detailed estimate of the Hotel Expenses that will be incurred in the ensuing calendar year for the utility use, maintenance, repair and replacement costs, structural maintenance, repair and replacement costs, insurance fees, and associated charges or expenses, including reserve expenses, relating to the components identified on Exhibit E (hereafter "Hotel Expenses Estimate"). The Hotel Expenses Estimate shall take into account (i) the estimated annual use charges for the utilities identified in Exhibit E, (ii) the estimated maintenance, repair and replacement expenses relating to the utility and structural components identified on Exhibit E, (iii) certain overhead costs related to the maintenance, repair and replacement of the utility and structural components identified on Exhibit E, including wages, payroll expenses, materials, insurance, and supplies, and (iv) a reasonable amount considered by the Declarant, based upon an independent Reserve Study of the components listed on Exhibit E, to be necessary for adequate reserves for the future replacement or refurbishment of certain components, including, without limitation, amounts to maintain the Hotel Reserve. The Declarant shall apply the expense allocation formulas set forth in Exhibit D to the Hotel Expenses Estimate, and thereby shall compute the portion of the total expenses described in the Hotel Expenses Estimate to be assessed to Unit Owners during the ensuing year (hereafter "Hotel

Expenses"). On or before November 15 of each year (other than the year preceding the first closing of the sale of a Unit), the Declarant shall notify each Unit Owner in writing as to the Hotel Expenses, with reasonable itemization thereof, including those portions intended for capital expenditures or repairs, and containing each Unit Owner's respective assessment. On or before January 1 of the ensuing calendar year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Declarant (or as it may direct) one-twelfth (1/12) of such Unit Owner's proportionate share of the Hotel Expenses for each year as shown by the notification of Hotel Expenses for such year. On or before April 1 of each calendar year following the initial meeting of the Unit Owners, the Declarant shall supply to all Unit Owners an itemized accounting of the Hotel Expenses for the preceding calendar year actually incurred and/or paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the Hotel Expenses, including reserves. Such accounting shall be prepared by a certified public accountant. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's Hotel Expenses in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 6.10(b) hereof.

(b) **Hotel Reserve; Supplemental Hotel Expenses.** The Declarant shall segregate and maintain a special reserve account to be used solely for making capital expenditures and paying for the costs of deferred maintenance in connection with the components listed on Exhibit E (the "Hotel Reserve"). One of the primary purposes of the Hotel Reserve is to reserve funds for a portion of the costs of the periodic repair, replacement, refurbishment, enhancement and update of such components, as may be performed from time to time in the sole and absolute discretion of the Declarant. The Declarant shall determine the appropriate level of the Hotel Reserve based upon a periodic review of the useful life of improvements to the Shared Facilities Unit and equipment owned by the Owner of the Shared Facilities Unit for use in the Shared Facilities Unit and Hotel Units, as well as periodic projections of the cost of anticipated major repairs or improvements, repairs and replacements necessary to the Shared Facilities Unit, or the purchase of equipment to be used by the Owner of the Shared Facilities Unit, in connection with the Shared Facilities Unit or Hotel Units. In performing this periodic review, the Declarant shall cause to be prepared at least once every five (5) years, and shall review annually, an independent Reserve Study. Each notification of Hotel Expenses shall disclose that percentage of the annual assessment which shall be added to the Hotel Reserve, and each Unit Owner shall be deemed to make a capital contribution to the Owner of the Shared Facilities Unit equal to such percentage multiplied by each installment of the annual Hotel Expenses assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Hotel Reserve, as applicable, which remains unallocated. If the Hotel Expenses prove inadequate for any reason or in the event a nonrecurring Hotel Expense is anticipated for any year, then the Declarant may prepare and approve a supplemental notification of Hotel Expenses covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental notification of Hotel Expenses shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner's proportionate share of such supplemental notification of Hotel Expenses. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. In addition to the foregoing, any Hotel Expenses not set forth in the annual notification of Hotel Expenses, or any increase in assessments over the amount set forth

in the adopted annual notification of Hotel Expenses shall be separately assessed against all Unit Owners. Assessments for additions and alterations to, or refurbishment, rehabilitation or enhancement of, the components listed on Exhibit E shall be either included in the above assessment process or separately assessed against all Unit Owners. Notwithstanding anything to the contrary contained herein, the Declarant shall have the right, in its sole and absolute discretion, to waive the right to collect reserves at any time and from time to time, provided that such waiver is exercised in a non-discriminatory fashion.

(c) **Initial Notification of Hotel Expenses.** The Declarant shall determine and adopt, prior to the conveyance of the first Unit Ownership hereunder, an initial notification of Hotel Expenses commencing with the first day of the month in which the sale of the first Unit Ownership is closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the annual Hotel Expenses for each succeeding calendar year, and which may include such sums as collected from time to time at the closing of the sale of each Unit Ownership. Assessments for Hotel Expenses shall be levied against the Unit Owners during said period as provided in Section 6.10(a) of this Article, except that if the closing of the sale of the first Unit Ownership is not on January 1, monthly assessments for Hotel Expenses to be paid by Unit Owners shall be based upon the amount of the notification of Hotel Expenses and the number of months and days remaining in such calendar year.

(d) **Failure to Prepare Notification of Hotel Expenses.** The failure or delay of the Declarant to give notice to each Unit Owner of the annual Hotel Expenses shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay such Unit Owner's respective monthly assessment for Hotel Expenses, as herein provided, whenever the same shall be determined, and in the absence of the annual or adjusted notification of Hotel Expenses, the Unit Owner shall continue to pay monthly assessments for the Hotel Expenses at the then-existing monthly rate established for the previous period until the monthly assessment for Hotel Expenses, which is due more than ten (10) days after notice is given of such new annual Hotel Expenses.

(e) **Status of Collected Funds.** All funds collected under this Section 6.10 shall be held and expended for the purposes designated herein.

(f) **Declarant's Lien Rights.** In the event any Unit Owner fails to promptly pay or reimburse the Declarant or the Hotel Management Company, as the case may be, in accordance with this Section 6.10, the Declarant or the Hotel Management Company (as the case may be) shall impose a charge upon such Unit Owner in the maximum amount of any sums due from such Unit Owner, including the amount of any attorney's fees & costs incurred in enforcing the obligations contained herein, which sum shall be a lien upon the Unit Ownership of the defaulting Unit Owner, subject to the recordation of a notice of lien, and foreclosure of such lien by sale of the Unit Ownership under substantially the same procedure provided to the Association in NRS Chapter 116 for the foreclosure of liens for assessments; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 6.10(f) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien

EXHIBIT E

LIST OF STRUCTURAL AND UTILITY COMPONENTS

GRAND SIERRA COMPONENT LIST

1. Walls, Stucco, Paint Finishes and Repairs (Incl. Caulk)
2. Windows, (Phased Replacement) (Incl. Spandrel Panels)
3. Elevator Cab Finishes, Passenger
4. Fan Coil Units, (Phased Replacements)
5. Floor Coverings, Carpet, Hallways, (Phased Replacements)
6. Light Fixtures, Emergency and Exit
7. Paint Finishes, Hallways, Ceilings and Doors, Phased
8. Paint Finishes, Stairwells
9. Renovations, Units (excludes FF&E)
10. Wall Coverings, (Phased Replacements)
11. Roofs, Modified Bitumen
12. Air Handling Units, Capital Repairs
13. Boilers, 5,680-MBH, (Phased Replacement)
14. Boilers, Deaeration Tank and Boiler Feed System
15. Chillers, 1,500- to 1,900-Tons, (Phased Replacements)
16. Condensate Return Tanks and Pumps, East Wing Building Heat
17. Cooling Towers, 665 Tons, (Phased Replacement)
18. Elevators, Controls and Motors, Passenger
19. Elevators, Controls and Motors, Service
20. Exhaust Fans, Hallways, (Phased Replacement)
21. Exhaust Fan, Passenger Elevator Room
22. Exhaust Fan, Service Elevator Room
23. Fire Detection System
24. Generator, Emergency, Tower Only, 350-KW
25. Generators, Emergency, Entire Building (Serves Tower Fire Pumps), 1,000-KW
26. Heat Exchangers, Building Heat
27. Heat Exchangers, Domestic Water
28. Heat Exchangers, Lake Free-Cooling System
29. Pumps, Building Heat (North, South and West Wings), 7.5-HP, (Phased Replacements)
30. Pumps, Building Heat (East Wing), 30-HP, (Phased Replacements)
31. Pumps, Chilled Water, 100-HP, (Phased Replacements) (Incl. VFD Controls)
32. Pumps, Domestic Water, 20-HP, (Phased Replacements) (Incl. VFD Controls)
33. Pumps, Fire Suppression, Electric, 150-HP (Incl. Jockey Pumps, 10-HP)
34. Pump, Fire Suppression, Diesel, 230-HP
35. Pumps, Lake Free Cooling-System, 60-HP
36. Stairwell Pressurization Systems, (Phased Replacement)
37. Riser Sections, Building Heating and Cooling, (Partial Replacements)
38. Riser Sections, Domestic Water, (Partial Replacements)

GRAND SIERRA COMPONENT LIST

Items not noted above due to long life: Hallway light fixtures
 Electrical
 Fire suppression piping

Items not noted above due to listed on operating budget: Service and Utility Area Finishes
 Elevator Cab Finishes, Service
 Elevators
 Expansion Tanks
 Stairwell Light Fixtures
 Sprinkler Heads
 Expenditures less than \$3,000
 Pumps and Motors less than 5
 Horsepower
 Other expenditures typically funded
 through the operating budget

EXHIBIT 2

Condo Capital Expense Analysis January 2017 thru June 2019

EXHIBIT 2

CONDO CAPITAL EXPENSE ANALYSIS January 2017 thru June 2019

GSR Downloaded from BNA (property fixed asset system) all capital expenditures for January 1, 2017 thru June 30, 2019. From that list, based on the notes from the Reserve Study from Better Reserve Consultants, we captured only capital expenditures that fell within the limits set by the Reserve Study to be funded by the Reserve Accounts.

<u>Description</u>	<u>Amount</u>
"Common Area" Capital Expenditures in 2017	\$ 445,220
"Common Area" Capital Expenditures in 2018	\$ 323,857
"Common Area" Capital Expenditures in 2019 (January 1 thru June 30)	\$ 229,183
TOTAL "Common Area" Capital Expenditures	\$ 998,260
"FF&E" Capital Expenditures in 2017	\$ -
"FF&E" Capital Expenditures in 2018	\$ -
"FF&E" Capital Expenditures in 2019 (January 1 thru June 30)	\$ -
TOTAL "FF&E" Capital Expenditures	\$ -
"HOTEL UNIT" Capital Expenditures in 2017	\$ 5,919,009
"HOTEL UNIT" Capital Expenditures in 2018	\$ 904,703
"HOTEL UNIT" Capital Expenditures in 2019 (January 1 thru June 30)	\$ 208,729
TOTAL "HOTEL UNIT" Capital Expenditures	\$ 7,032,441
TOTAL CAPITAL EXPENDITURES THAT COULD BE FUNDED BY RESERVES January 2017 thru June 2019: \$	8,030,701

001775	MEZZANINE: PAINT/PAINT	Building Improvements	7/1/2017
001780	MEZZANINE: GLAZING/SKYLIGHTS	Building Improvements	7/1/2017
001781	MEZZANINE: TILE/FLOORING	Building Improvements	7/1/2017
001782	MEZZANINE: CARPET	Building Improvements	7/1/2017
001783	MEZZANINE: ELECTRICAL	Building Improvements	7/1/2017
001784	MEZZANINE: MILLWORK	Building Improvements	7/1/2017
001785	MEZZANINE: FIRE ALARM	Building Improvements	7/1/2017
001786	MEZZANINE: FF&E	Furn., Fixtures & Equip.-New	7/1/2017
001787	MEZZANINE: SIGNAGE	Furn., Fixtures & Equip.-New	7/1/2017
001788	MEZZANINE: LIGHTING	Furn., Fixtures & Equip.-New	7/1/2017
001789	MEZZANINE: DRAPES	Furn., Fixtures & Equip.-New	7/1/2017
001790	MEZZANINE: HARD LID CEILING	Building Improvements	7/1/2017
001791	MEZZANINE: COOL SIGNS	Furn., Fixtures & Equip.-New	7/1/2017
001792	MEZZANINE: TVS FOR ROOMS	Furn., Fixtures & Equip.-New	7/1/2017
001793	MEZZANINE: A/V	Furn., Fixtures & Equip.-New	7/1/2017
001794	MEZZANINE: PHONES	IT-Hardware	7/1/2017
001736	NETWORK FIBER UPGRADE	IT-Hardware	8/1/2017
001737	DAS FOR CELL COVERAGE	IT-Hardware	8/1/2017
001738	DELL COMPUTERS (12) PCM	IT-Hardware	8/1/2017
001739	DELL COMPUTERS (11) CDW	IT-Hardware	8/1/2017
001740	MS WINDOWS SERVER LICENSES	IT-Software	8/1/2017
001743	Miscellaneous Roof Repairs	Building Improvements	8/1/2017
001745	BUILDING MANAGEMENT SYSTEM ADDT'L	Furn., Fixtures & Equip.-New	8/1/2017
001817	SECURITY KUBOTA	Furn., Fixtures & Equip.-New	9/1/2017
001841	2016 Dodge Grand Caravan	Vehicles-Used	9/1/2017
001801	DATA ROOM COOLING	Building Improvements	11/1/2017
001813	SURVEILLANCE NETWORK	Furn., Fixtures & Equip.-New	11/1/2017
001814	WINDSOR CLIPPER MACHINE	Furn., Fixtures & Equip.-New	11/1/2017
001816	SURVEILLANCE TVS AND PCS	Furn., Fixtures & Equip.-New	11/1/2017
001831	MONITORS	IT-Hardware	11/1/2017
001832	SOLIDFIRE SERVERS	IT-Hardware	11/1/2017
001843	Surveillance Cameras	Furn., Fixtures & Equip.-New	12/1/2017
001860	ANODES FOR CENTRAL PLANT TANKS	Furn., Fixtures & Equip.-New	12/1/2017
001865	MONITORS	IT-Hardware	12/1/2017
001866	ANTIVIRUS	IT-Software	12/1/2017
001885	ARTIFICIAL GRASS	Land Improvements	12/1/2017

TOTAL "COMMON AREA" CAPITAL EXPENDITURES:

ALLOCATION % BASED ON RESERVE STUDY

CAPITAL ALLOCATION TO "COMMON AREAS"

"HOTEL RELATED" CAPITAL EXPENDITURES:

<u>Asset ID</u>	<u>Description</u>	<u>Asset Type</u>	<u>Acquisition Date</u>	<u>Budget</u>
001657	LAUNDRY FOLDERS/ACCUMULATORS	Furn., Fixtures & Equip.-New	2/1/2017	
001659	LAUNDRY CONVEYOR	Furn., Fixtures & Equip.-New	5/1/2017	

001762	THE POOL: CONVEYANCE	Furn., Fixtures & Equip.-New	9/1/2017
001763	THE POOL: LAUNDRY BINS	Furn., Fixtures & Equip.-New	9/1/2017
001764	THE POOL: LIFE GUARD EQUIP/sports equip	Furn., Fixtures & Equip.-New	9/1/2017
001765	THE POOL: Big Chair	Furn., Fixtures & Equip.-New	9/1/2017
001766	THE POOL: SMALLWARES	Furn., Fixtures & Equip.-New	9/1/2017
001767	THE POOL: GLAZING/SKYLIGHTS	Land Improvements	9/1/2017
001768	THE POOL: CONCRETE	Land Improvements	9/1/2017
001769	THE POOL: STRUCTUAL STEEL	Land Improvements	9/1/2017
001770	THE POOL: TILE/FLOORING	Land Improvements	9/1/2017
001771	THE POOL: POOL	Land Improvements	9/1/2017
001772	THE POOL: PLUMBING	Land Improvements	9/1/2017
001773	THE POOL: WATER FEATURE	Land Improvements	9/1/2017
001774	THE POOL: LANDSCAPE	Land Improvements	9/1/2017
001775	THE POOL: MASONARY	Land Improvements	9/1/2017
001844	THE POOL: ROOFING	Building Improvements	9/1/2017
001845	THE POOL: PAINT/PAPER	Building Improvements	9/1/2017
001846	THE POOL: IRON WORK	Building Improvements	9/1/2017
001847	THE POOL: CURB/SIDEWALK	Land Improvements	9/1/2017
001856	GAS DRYERS	Furn., Fixtures & Equip.-New	12/1/2017
001857	WASHERS/EXTRACTORS	Furn., Fixtures & Equip.-New	12/1/2017

TOTAL "HOTEL RELATED" CAPITAL EXPENDITURES:

ALLOCATION % BASED ON RESERVE STUDY

CAPITAL ALLOCATION TO "HOTEL UNIT"

002001	FAN ROOM #2	Furn., Fixtures & Equip.-New	5/1/2018
002008	TENNANT SCRUBBER T7	Furn., Fixtures & Equip.-New	5/1/2018
002009	WIDSOR CHARIOT 3 VACUUM	Furn., Fixtures & Equip.-New	5/1/2018
002013	SURVEILLANCE RECORDING EQUIPMENT	Furn., Fixtures & Equip.-New	5/1/2018
002038	PYLON - FIRESTATION	Land Improvements	5/1/2018
002078	Marketing Storage Solutions	IT-Hardware	7/1/2018
002093	PCs for new staff and broken units	IT-Hardware	8/1/2018
002095	Boiler Repairs	Furn., Fixtures & Equip.-New	8/1/2018
002128	IP Fixed Cameras	IT-Hardware	10/1/2018
002141	Shuttle Bus - 2013 Ram 5500	Vehicles-Used	10/1/2018
002142	T7 Tennant Scrubber	Furn., Fixtures & Equip.-New	11/1/2018
002143	Vacuum Windsor Chariot	Furn., Fixtures & Equip.-New	11/1/2018
002170	Carpet Extractor	Furn., Fixtures & Equip.-New	12/1/2018
002185	Ring Road Improvements	Land Improvements	12/1/2018

TOTAL "COMMON AREA" CAPITAL EXPENDITURES:

2

ALLOCATION % BASED ON RESERVE STUDY

CAPITAL ALLOCATION TO "COMMON AREAS"

"HOTEL RELATED" CAPITAL EXPENDITURES:

<u>Asset ID</u>	<u>Description</u>	<u>Asset Type</u>	<u>Acquisition Date</u>	<u>Book</u>
001953	THE POOL: FRAMING AND DRYWALL	Building Improvements	1/1/2018	
001954	THE POOL: GLAZING/SKYLIGHTS	Land Improvements	1/1/2018	
001955	THE POOL: CONCRETE	Land Improvements	1/1/2018	
001956	THE POOL: STRUCTUAL STEEL	Land Improvements	1/1/2018	
001957	THE POOL: TILE/FLOORING	Land Improvements	1/1/2018	
001958	THE POOL: ELECTRICAL	Building Improvements	1/1/2018	
001960	THE POOL: MILLWORK & FF&E	Furn., Fixtures & Equip.-New	1/1/2018	
001962	THE POOL: LANDSCAPE & PLUMBING	Land Improvements	1/1/2018	
001963	THE POOL: FIRE ALARM & SPRINKLERS	Building Improvements	1/1/2018	
001964	THE POOL: A/V	Furn., Fixtures & Equip.-New	1/1/2018	
001965	THE POOL: BAR/RESTAURANT EQUIPMENT	Furn., Fixtures & Equip.-New	1/1/2018	
001966	THE POOL: SURVEILLANCE	Furn., Fixtures & Equip.-New	1/1/2018	
002005	LAUNDRY COMPRESSOR	Furn., Fixtures & Equip.-New	5/1/2018	
002006	LAUNDRY REMODEL	Building Improvements	5/1/2018	
002092	Ipods for housekeeping	IT-Hardware	8/1/2018	
002278	2017 Front Desk-PLANS	Building Improvements	12/1/2018	
002279	2017 Front Desk-DEMOLITION	Building Improvements	12/1/2018	
002280	2017 Front Desk-FRAMING AND DRYWALL	Building Improvements	12/1/2018	
002281	2017 Front Desk-DOORS AND HARDWARE	Building Improvements	12/1/2018	
002282	2017 Front Desk-HVAC	Building Improvements	12/1/2018	
002283	2017 Front Desk-PAINT/PAPER	Building Improvements	12/1/2018	
002284	2017 Front Desk-TILE/FLOORING	Building Improvements	12/1/2018	
002285	2017 Front Desk-ELECTRICAL	Building Improvements	12/1/2018	

003080	Patch Management	IT-Software	5/1/2019
003084	LMS Upgrades	IT-Software	5/1/2019
003146	Heated Air Curtain	Building Improvements	5/1/2019
003165	Porte Cochere Lighting	Building Improvements	5/1/2019
002411	Boiler 4 repairs, Central Plant	Building Improvements	6/1/2019
002412	Main UPS Repairs	Building Improvements	6/1/2019
002419	Camera remodel/replacement	IT-Hardware	6/1/2019
002420	Surveillance Upgrade	IT-Hardware	6/1/2019
002963	Casino Wlkwy Chandeliers - FRAMING AND DRYWALL	Building Improvements	6/1/2019
002964	Casino Wlkwy Chandeliers - ELECTRICAL	Building Improvements	6/1/2019
002965	Casino Wlkwy Chandeliers - LIGHTING	Furn., Fixtures & Equip.-New	6/1/2019
002966	Casino Wlkwy Chandeliers - LABOR	Building Improvements	6/1/2019
003087	Mac/Monitor for Graphic Designer	IT-Hardware	6/1/2019
003140	Computers for training/rack room	IT-Hardware	6/1/2019
TOTAL "COMMON AREA" CAPITAL EXPENDITURES:			
ALLOCATION % BASED ON RESERVE STUDY			
CAPITAL ALLOCATION TO "COMMON AREAS"			

"HOTEL RELATED" CAPITAL EXPENDITURES:

<u>Asset ID</u>	<u>Description</u>	<u>Asset Type</u>	<u>Acquisition Date</u>
003172	Bell Desk Door	Building Improvements	1/1/2019
002335	Remodel of VIP check in	Building Improvements	2/1/2019
002381	CAP Laundry Cons. Remodel	Building Improvements	5/1/2019
002384	Laundry Carts	Furn., Fixtures & Equip.-New	5/1/2019
002388	CAP Laundry Cons. Equipment	Furn., Fixtures & Equip.-New	5/1/2019
002416	Laundry Carts	Furn., Fixtures & Equip.-New	6/1/2019
003098	PBX Phone Upgrade	Furn., Fixtures & Equip.-New	6/1/2019
003121	New Fitness Center Equipment	Furn., Fixtures & Equip.-New	6/1/2019
TOTAL "HOTEL RELATED" CAPITAL EXPENDITURES:			
ALLOCATION % BASED ON RESERVE STUDY			
CAPITAL ALLOCATION TO "HOTEL UNIT"			

EXHIBIT 3

Hearing Transcript dated October 30, 2019

EXHIBIT 3

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--

9

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

1 Court's ruling, the Findings of Fact, Conclusions of Law,
2 and Judgment, exercising its equitable authority was,
3 okay, we're going to not try and have you disgorge those
4 funds and put them back into the operating accounts, we
5 don't know exactly how much it should have been, but
6 Dr. Greene did identify -- I think it was in excess of
7 \$8 million; correct?

8 MR. MILLER: Yes.

9 THE COURT: So it's just gone because the GSR
10 has it, they're not disgorging it, but also the
11 plaintiffs are not required to fund all these things. It
12 was kind of like a clean start going forward, it cleaned
13 the slate so to speak, and then moving forward the GSR
14 had to fund the three accounts at \$500,000 apiece and
15 then start complying with all of the operating documents.

16 And then of course, as we know, Mr. Proctor is
17 then out. The GSR, based on the representations from the
18 plaintiff, doesn't do anything that I had ordered because
19 they felt it was no longer required based on the order
20 granting dismissal. So, again, to use the gambling
21 analogy, they gambled on the fact that the Supreme Court
22 was going to affirm my order and they lost, and so now
23 we're back to where we started from with the Court's
24 order of October of 2015.

1 examined them and approved them. That's going to be a
2 laborious process, Your Honor. It's one of the reasons
3 why we objected to the discovery, because it is so
4 incredibly broad and burdensome, and if they're allowed
5 to interject themselves, a year from now we'll still be
6 waiting for Mr. Teichner to adjust fees. And I think as
7 Mr. Teichner would agree, these fees are low. They have
8 not been adjusted for years. We are under water, and
9 it's just one of the reasons we're losing money under
10 this unit rental agreement system.

11 I would like Mr. Teichner to be able to go
12 unfettered by plaintiffs interjecting that you can't do
13 something until we've got all our discovery.

14 THE COURT: Okay. Regarding the May 22, 2019,
15 file-stamped Defendants' Motion for Permission to Make
16 Special Assessment and to Collect Deep Cleaning Fee, it
17 is the order of the Court that based on the arguments of
18 counsel and also based on the information provided to me
19 by Mr. Teichner, that the request to make the special
20 assessment is denied and that any of those special
21 assessments or fees that had been provided by the
22 plaintiffs to the defendants shall be disgorged.

23 The Court finds that based on the timing and
24 when those issues arose regarding the need for the

1 special assessment, those were all contemplated by the
2 Court's order entered on October 9th of 2015. So this is
3 not some new issue. They are older issues based on the
4 timing of the identified need for the special assessment.

5 Additionally, given the fact that the
6 defendants failed to properly fund the reserve accounts
7 and that those reserve accounts, arguably, could have
8 been used to pay for the special assessments, the Court
9 does not find that it's appropriate for the special
10 assessments to have taken place, and therefore the Court
11 does order that any of those funds that had been
12 collected by the defendants from the plaintiffs shall be
13 disgorged.

14 Regarding the request to collect the deep
15 cleaning fee, the Court does find that Mr. Proctor's
16 order was in place and remained in place until today
17 because the Court resolved the issue today about the
18 ability to collect the deep cleaning fee going forward.

19 So if Mr. Teichner concludes, after his
20 analysis of all the relevant information including the
21 controlling documents, that the deep cleaning fee is
22 appropriate going forward, then he may make that decision
23 and, as the receiver, order that that deep cleaning fee
24 be collected from the plaintiffs.

1 STATE OF NEVADA)
2) ss.
3 COUNTY OF WASHOE)

4

5 I, PEGGY B. HOOGS, Certified Court Reporter in
6 and for the State of Nevada, do hereby certify:

7 That the foregoing proceedings were taken by me
8 at the time and place therein set forth; that the
9 proceedings were recorded stenographically by me and
10 thereafter transcribed via computer under my supervision;
11 that the foregoing is a full, true and correct
12 transcription of the proceedings to the best of my
13 knowledge, skill and ability.

14 I further certify that I am not a relative nor
15 an employee of any attorney or any of the parties, nor am
16 I financially or otherwise interested in this action.

17 I declare under penalty of perjury under the
18 laws of the State of Nevada that the foregoing statements
19 are true and correct.

20 Dated this 6th day of November, 2019.

21

22 /s/ Peggy B. Hoogs

23 Peggy B. Hoogs, CCR #160, RDR

24

Code: 1075
Jarrad C. Miller, Esq. (NV Bar No. 7093)
Jonathan Joel Tew, Esq. (NV Bar No. 11874)
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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. 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.

AFFIDAVIT OF BIAS OR PREJUDICE
CONCERNING KATHLEEN SIGURDSON, ESQ.
PURSUANT TO NRS 1.235

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

I, JARRAD C. MILLER, being first duly sworn, depose and state as follows:

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

2. I am over the age of 18, competent to make this Affidavit, and if called to testify, my testimony will be consistent with the statements contained herein.

3. I am an attorney licensed to practice law in the State of Nevada.

1 4. I am a shareholder with the law firm of Robertson, Johnson, Miller & Williamson
2 and counsel for the Plaintiffs herein.

3 5. Pursuant to NRS 1.230(1), a judge shall not preside over a matter when the judge
4 entertains actual bias or prejudice for or against one of the parties to the action.

5 6. “[T]here is a serious risk of actual bias – based on objective and reasonable
6 perceptions – when a person with a personal stake in a particular case had a significant and
7 disproportionate influence in placing the judge on the case by raising funds or directing the
8 judge’s election campaign when the case was pending or imminent.” Caperton v. A.T. Massey
9 Coal Co., Inc., 556 U.S. 868, 884, 129 S.Ct. 2252, 2263-64 (2009).

10 7. This affidavit of prejudice is submitted because a very similar “extraordinary
11 situation where the Constitution requires recusal” addressed in Caperton is present in this matter
12 as explained in further detail below. Caperton, 556 U.S. at 887, 129 S.Ct. at 2265.

13 8. The First Amended Complaint in this action was filed on September 10, 2012.
14 Subsequently, on March 26, 2013, Plaintiffs filed their Second Amended Complaint (“SAC”) in
15 the action.

16 9. Plaintiffs SAC alleged, among other things, that Defendant MEI-GSR Holdings,
17 LLC (“Defendant MEI-GSR”), owned/managed by Alex Meruelo, was controlling the Unit
18 Owners’ Association to Plaintiffs’ detriment and Defendants’ benefit. Plaintiffs asserted the
19 following claims for relief: Petition for Appointment of Receiver as to Defendant Grand Sierra
20 Resort Unit Owners’ Association; Intentional and/or Negligent Misrepresentation as to
21 Defendant MEI-GSR; Breach of Contract as to Defendant MEI-GSR; Quasi-Contract/Equitable
22 Contract/Detrimental Reliance as to Defendant MEI-GSR; Breach of the Implied Covenant of
23 Good Faith and Fair Dealing as to Defendant MEI-GSR; Consumer Fraud/Nevada Deceptive
24 Trade Practices Act against Defendant MEI-GSR; Declaratory Relief as to Defendant MEI-GSR;
25 Conversion as to Defendant MEI-GSR; Demand for Accounting as to Defendant MEI-GSR and
26 Defendant Grand Sierra Unit Owners’ Association; Specific Performance Pursuant to NRS
27 116.112, Unconscionable Agreement; Unjust Enrichment/Quantum Meruit against Defendant
28

1 Gage Village Development; and Tortious Interference with Contract and/or Prospective Business
2 Advantage against Defendants MEI-GSR and Gage Development.

3 10. From September 3, 2013 to September 6, 2013, counsel for Defendants had the
4 opportunity to depose the majority of the Plaintiffs in this case, but Plaintiffs' attempts at
5 obtaining discovery were thwarted by Defendants.

6 11. On September 4, 2013, the Discovery Commissioner granted Plaintiffs' Motion to
7 Compel Production of Documents and sanctioned Defendants \$1,000, "as and for an award of
8 the reasonable expenses incurred by Plaintiffs in making this motion."

9 12. On September 5, 2013, the Discovery Commissioner granted Plaintiffs' Second
10 Motion to Compel and sanctioned Defendants another \$1,000 for their "unexcused failures to
11 respond to Plaintiffs' interrogatories and requests for production."

12 13. On September 13, 2013, Plaintiffs filed a Motion to Compel Deposition after Alex
13 Meruelo, owner of Defendant MEI-GSR Holdings, LLC, failed to attend his scheduled
14 deposition on September 5, 2013.

15 14. On October 17, 2013, the Court issued an Order setting a hearing after Plaintiffs
16 filed a Motion for Sanctions Under NRCP 37(b) for Defendants' failure to comply with Court
17 Orders.

18 15. On October 21, 2013, the Court began a three-day hearing to assess the extent to
19 which sanctions were appropriate. At the conclusion of the hearing, the Court struck the
20 Defendants' counterclaims as a sanction for failing to comply with the discovery rules and this
21 Court's Orders and ordered that Defendants pay all Plaintiffs' attorneys' fees and costs
22 associated with the three-day hearing.

23 16. On November 22, 2013, Plaintiffs filed a Renewed Motion for Sanctions Under
24 NRCP 37(b) because Defendants' nefarious litigation practices continued.

25 17. On October 3, 2014, this Court granted Plaintiffs' Motion for Case-Terminating
26 Sanctions, struck the Defendants' Answer, and set a prove-up hearing on damages.

27 18. Commencing on March 23, 2015, the Court held a three-day prove-up hearing on
28 Plaintiffs' damages.

1 19. On October 9, 2015, this Court issued a Findings of Fact, Conclusions of Law and
2 Judgment (“FFCL”) wherein Plaintiffs were awarded more than \$8,000,000 (EIGHT MILLION
3 DOLLARS) in monetary relief against Defendants.

4 20. In its FFCL, the Court highlighted Defendants’ “systematic attempts at
5 obfuscation and intentional deception.” FFCL at 2:17-18. The Court went on to state that “the
6 Court has repeatedly had to address the lackadaisical and inappropriate approach the Defendants
7 have exhibited toward the Nevada Rules of Civil Procedure, the District Court Rules, the
8 Washoe District Court Rules, and the Court’s orders. The Defendants have consistently, and
9 repeatedly, chosen to follow their own course rather than respect the need for orderly process in
10 this case.” Id. at 2:18-22. The Court further stated, “[t]he Defendants have turned [the directive
11 of NRCp 1] on its head and done everything possible to make the proceedings unjust, dilatory,
12 and costly.” Id. at 2:24-25.

13 21. At the time the FFCL was entered in late 2015, the Court deferred hearing
14 argument regarding punitive damages to a later date.

15 22. Following the FFCL, an appeal and extensive motion practice occurred. The
16 Court granted a motion to dismiss for lack of subject matter jurisdiction filed by Defendants,
17 which was then reversed by the Nevada Supreme Court. See Albert Thomas, et al. v. MEI-GSR
18 et. al, Nevada Supreme Court Opinion No. 70498, dated February 26, 2018.

19 23. The first Receiver appointed in this action, James Proctor, had to be removed as
20 receiver from this case because the Plaintiffs had learned that Defendants offered him a position
21 of employment with the Grand Sierra Resort.

22 24. At all times relevant hereto, the Honorable Elliot Sattler was the District Court
23 Judge in Department 10 presiding over this case.

24 25. The Court still needs to rule on a pending motion concerning punitive damages
25 filed by the Plaintiffs, and if granted, the Court will need to hold a hearing concerning a potential
26 punitive damages award which could be a multiple of the existing \$8,000,000 (EIGHT
27 MILLION DOLLAR) compensatory award of damages.

28

1 26. Despite being the highest rated general jurisdiction judge according to the
2 Washoe County Bar Association Judicial Survey, the Honorable Elliot Sattler was the only
3 general jurisdiction Washoe County District Court Judge to draw an opponent during the 2020
4 election. (See, Washoe County Bar Association Judicial Survey 2020 Results, attached hereto as
5 Exhibit 1, obtained from [https://www.wcbar.org/wp-content/uploads/2020/09/WCBA-](https://www.wcbar.org/wp-content/uploads/2020/09/WCBA-Summary_8-24-20.pdf)
6 [Summary_8-24-20.pdf](https://www.wcbar.org/wp-content/uploads/2020/09/WCBA-Summary_8-24-20.pdf).)

7 27. Kathleen Sigurdson, Esq. filed for judicial candidacy against the Honorable Elliot
8 Sattler on January 17, 2020.

9 28. An article was published in the Nevada Independent titled Is Justice for Sale in
10 Washoe County? which indicates that multiple legal professionals in Washoe County were
11 promised a “fully funded” campaign if they would run against the Honorable Elliot Sattler in the
12 2020 election. (See, article attached hereto as Exhibit 2 entitled “Is Justice for Sale in Washoe
13 County?” obtained from [https://thenevadaindependent.com/article/is-justice-for-sale-in-washoe-](https://thenevadaindependent.com/article/is-justice-for-sale-in-washoe-county)
14 [county](https://thenevadaindependent.com/article/is-justice-for-sale-in-washoe-county).)

15 29. NRS 294A.100 provides that no person shall make or commit to make a
16 contribution to a candidate for any state office in an amount which exceeds \$10,000.

17 30. It has been reported that on January 31, 2020, the Grand Sierra Resort (“GSR”),
18 made the \$10,000 maximum contribution to Ms. Sigurdson’s campaign. (See, 2020
19 Contributions and Expenses Report #1, attached hereto as Exhibit 3.)

20 31. The GSR does not appear to be a frequent contributor to political campaigns. The
21 Nevada Secretary of State’s website reports that the GSR has contributed to Nevada political
22 campaigns on only four occasions: (1) on July 20, 2016, the GSR contributed \$1,000 to Amber
23 Joiner in her campaign for State Assembly, District 24; (2) on December 27, 2017, the GSR
24 contributed \$5,000 to Jason Frierson in his campaign for State Assembly, District 8; (3) on
25 December 11, 2018, the GSR contributed \$1,528.00 to Bonnie Weber in her campaign for Reno
26 City Council, Ward 4; and (4) on January 31, 2020, the GSR contributed \$10,000 to Kathleen
27 Sigurdson in her campaign for District Court Judge, Department 10. (See, Exhibit 4.)

28

1 32. The GSR's \$10,000 donation was not the only donation made from an Alex
2 Meruelo entity to Kathleen Sigurdson's campaign in an effort to unseat Judge Sattler.

3 33. In fact, eleven (11) Meruelo-owned and/or controlled companies, nine (9) of
4 which are based in California and share the same address as the Meruelo Group, each made the
5 \$10,000 maximum contribution to Ms. Sigurdson's campaign for Washoe County District Court
6 Judge:

- 7 (1) SLS Las Vegas (Sahara);
- 8 (2) Grand Sierra Resort;
- 9 (3) Meruelo Media Holdings;
- 10 (4) KLOS Radio, LLC;
- 11 (5) KPWR Radio, LLC;
- 12 (6) KDAY Radio, LLC;
- 13 (7) Herman Weissker, Inc.;
- 14 (8) Cantamar Property Management, Inc.;
- 15 (9) Herman Weissker Power, Inc.;
- 16 (10) One Call Construction Services; and
- 17 (11) Doty Bros Equipment Co.

18 (Collectively, "Meruelo-owned entities"). (See, 2020 Contributions & Expenses Reports #1 and
19 #3, attached hereto as Exhibits 3 and 5.)

20 34. The SLS Las Vegas, otherwise known as the Sahara, was purchased by the
21 Meruelo Group in June 2017. SB Gaming, LLC, is a Nevada limited liability company managed
22 by Alex Meruelo. See, Exhibit 6. The dba for SB Gaming, LLC, is Sahara Las Vegas. See,
23 Exhibit 7. On February 21, 2020, the Sahara contributed \$10,000 to Ms. Sigurdson's campaign.
24 See, Exhibit 3.

25 35. Alex Meruelo owns the Meruelo Group, which has its corporate office at 9550
26 Firestone Blvd., Suite 105, Downey, CA 90241. See, Exhibit 8.

27 36. KLOS Radio, LLC's Statement of Information filed with the California Secretary
28 of State on May 16, 2019, lists Meruelo Media, LLC as its Member or Manager and lists the

1 mailing address of the business as 9550 Firestone Blvd., Suite 105, Downey, California 90241.
2 See, Exhibit 9. KLOS Radio, LLC contributed \$10,000 to Ms. Sigurdson's campaign. See,
3 Exhibit 5.

4 37. KPWR Radio, LLC's Statement of Information filed with the California Secretary
5 of State on May 30, 2017, lists Meruelo Media, LLC as its Member or Manager and lists the
6 physical address of the business at 9550 Firestone Blvd., Suite 105, Downey, California 90241.
7 See, Exhibit 10. KPWR Radio, LLC contributed \$10,000 to Ms. Sigurdson's campaign. See,
8 Exhibit 5.

9 38. KDAY Radio, LLC's Statement of Information filed with the California Secretary
10 of State on March 12, 2020, lists Meruelo Media, LLC as its Member or Manager and lists the
11 mailing address for the business as 9550 Firestone Blvd., Suite 105, Downey, California 90241.
12 See, Exhibit 11. KDAY Radio, LLC contributed \$10,000 to Ms. Sigurdson's campaign. See,
13 Exhibit 5.

14 39. Herman Weissker, Inc.'s Statement of Information filed with the California
15 Secretary of State on April 3, 2020, lists Alex Meruelo as the Director and lists the mailing
16 address for the business as 9550 Firestone Blvd., Suite 105, Downey, California 90241. See,
17 Exhibit 12. Herman Weissker, Inc. contributed \$10,000 to Ms. Sigurdson's campaign. See,
18 Exhibit 5.

19 40. Cantamar Property Management, Inc.'s Statement of Information filed with the
20 California Secretary of State on December 16, 2004, lists Alex Meruelo as its Chief Executive
21 Officer, Secretary, Chief Financial Officer, and Director. The mailing address for the business is
22 also listed as 9550 Firestone Blvd., Suite 105, Downey, California 90241. See, Exhibit 13.
23 Cantamar Property Management, Inc. contributed \$10,000 to Ms. Sigurdson's campaign. See,
24 Exhibit 5.

25 41. Herman Weissker Power, Inc.'s Statement of Information filed with the California
26 Secretary of State on August 31, 2020, lists Alex Meruelo as the Director and lists the mailing
27 address for the business as 9550 Firestone Blvd., Suite 105, Downey, California 90241. See,
28

1 Exhibit 14. Herman Weissker Power, Inc. contributed \$10,000 to Ms. Sigurdson's campaign.
2 See, Exhibit 5.

3 42. One Call Construction Services Inc.'s Statement of Information filed with the
4 California Secretary of State on August 31, 2020, lists Alex Meruelo as a Director and lists the
5 mailing address for the business as 9550 Firestone Blvd., Suite 105, Downey, California 90241.
6 See, Exhibit 15. One Call Construction Services Inc. contributed \$10,000 to Ms. Sigurdson's
7 campaign. See, Exhibit 5.

8 43. Doty Bros. Equipment Co.'s Statement of Information filed with the California
9 Secretary of State on August 31, 2020, lists Alex Meruelo as its Director and lists the mailing
10 address for the business as 9550 Firestone Blvd., Suite 105, Downey, California 90241. See,
11 Exhibit 16. Doty Bros. Equipment Co. contributed \$10,000 to Ms. Sigurdson's campaign. See,
12 Exhibit 5.

13 44. In total, the above-referenced Meruelo-owned entities contributed \$110,000 to
14 Ms. Sigurdson's campaign, which raised \$120,985.00 at the time of the subject reporting. Thus,
15 Meruelo-owned entities are reported to have contributed about 91% of Ms. Sigurdson's
16 campaign proceeds.

17 45. The GSR Property prominently displayed numerous signs promoting Kathleen
18 Sigurdson prior to the election. See, Exhibit 17.

19 46. Meruelo-owned entities appear to have devised a scheme to use separate business
20 entities as conduits to funnel approximately \$110,000 to Ms. Sigurdson's campaign. This
21 scheme allowed the Meruelo-owned entities to make combined contributions at more than ten
22 times what a single individual can donate to a campaign under NRS 294A.100.¹

23 47. In addition, I have been informed that Kathleen Sigurdson attended one or more
24 meetings with Alex Meruelo at the Grand Sierra Resort in furtherance of her campaign to unseat
25 Judge Sattler.

26
27
28 ¹AG Opinion No. 94-17 provides that "[a] business entity may give the maximum campaign contribution allowed by
statute irrespective of its relationship to other business organizations."

1 48. The election results were certified by Washoe County, and Ms. Sigurdson
2 ultimately unseated the Honorable Elliot Sattler, who was the presiding judge over this matter for
3 the past eight (8) years.

4 49. On November 16, 2020, the Reno Gazette Journal published an article about the
5 2020 local election results, which included discussion of the “several sizable donations” Alex
6 Meruelo made to Ms. Sigurdson’s campaign. See, Exhibit 18.

7 50. The Honorable Elliot Sattler’s term expires on December 31, 2020, after which
8 Ms. Sigurdson will take the bench in that department.

9 51. The extraordinary campaign contributions made by Meruelo-owned entities were
10 made at a time when Defendants had a vested stake in the outcome of this case. See, Caperton,
11 129 S.Ct. at 2256. At all times relevant hereto, Plaintiffs’ Motion for Punitive Damages
12 remained pending.

13 52. The hearing for punitive damages in this matter has recently been set for
14 January 20, 2021, after Kathleen Sigurdson will be sworn into the department presiding over this
15 case.

16 53. “Just as no man is allowed to be a judge in his own cause, similar fears of bias can
17 arise when—without the other parties’ consent—a man chooses the judge in his own cause. And
18 applying this principle to the judicial election process, there [is] a serious, objective risk of actual
19 bias that require[s] [] recusal.” Id. at 556 U.S. at 886, 129 S.Ct. at 2265.

20 54. The risk that Defendants’ influence engenders actual bias is sufficiently
21 substantial, and it “must be forbidden if the guarantee of due process is to be adequately
22 implemented.” See, Caperton, 129 S.Ct. at 2255.

23 55. The probability of actual bias on the part of the newly-elected judge is “too high
24 to be constitutionally tolerable”, and as such, this case should be transferred to a different
25 department. See, Caperton, 556 U.S. at 876, 129 S.Ct. at 2259.

26 56. I hereby certify that this affidavit is filed in good faith and not interposed for
27 delay.

28

1 I declare under penalty of perjury, upon personal knowledge, that the foregoing is true
2 and correct.

3 **AFFIRMATION**

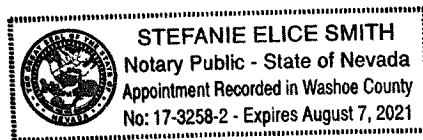
4 Pursuant to NRS § 239B.030, the undersigned does hereby affirm that the preceding
5 document does not contain the social security number of any person.

6 Executed this 28th day of December, 2020, at Reno, Nevada.

7
8
9 Jarrad C. Miller, Esq.

10 Subscribed and sworn to before
11 me by Jarrad C. Miller, Esq.
12 this 28th day of December, 2020.

13 [Signature]
14 Notary Public



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 28th day of December, 2020, I
5 electronically filed the foregoing **AFFIDAVIT OF BIAS OR PREJUDICE CONCERNING**
6 **KATHLEEN SIGURDSON, ESQ. PURSUANT TO NRS 1.235** with the Clerk of the Court
7 by using the ECF system which served the following parties electronically:

8 David C. McElhinney, Esq.
9 Jennifer K. Hostetler, Esq.
10 Lewis Roca Rothgerber Christie, LLP
11 One East Liberty Street Suite 300
12 Reno, NV 89501
13 *Attorney for Defendants*

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

14 /s/ Stefanie E. Smith
15 An Employee of Robertson, Johnson,
16 Miller & Williamson
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EXHIBIT INDEX

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EXHIBIT “1”

EXHIBIT “1”

WASHOE COUNTY BAR ASSOCIATION JUDICIAL SURVEY 2020

	Performance Score Average	Should this judge be retained?	
		Yes	No
Supreme Court			
Justice Elissa Cadish	-	85.2%	14.8%
Justice Mark Gibbons	-	-	-
Justice James Hardesty	-	88.5%	11.5%
Justice Ron Parraguirre	-	86.7%	13.3%
Justice Kristine Pickering	-	90.2%	9.8%
Justice Abbi Silver	-	70.0%	30.0%
Justice Lidia Stiglich	-	92.8%	7.2%

Nevada Court of Appeals

Judge Bonnie Bulla	-	68.2%	31.8%
Judge Michael Gibbons	-	84.8%	15.2%
Judge Jerome Tao	-	47.6%	52.4%

General Jurisdiction

Judge Kathleen Drakulich (Dept. 1)	4.5	95.5%	4.5%
Judge Jerry Polaha (Dept. 3)	4.1	86.9%	13.1%
Judge Connie Steinheimer (Dept. 4)	3.9	75.5%	24.5%
Judge Lynne Simons (Dept. 6)	3.9	80.6%	19.4%
Judge Egan Walker (Dept. 7)	4.1	82.5%	17.5%
Judge Barry Breslow (Dept. 8)	3.8	70.9%	29.1%
Judge Scott Freeman (Dept. 9)	4.2	92.2%	7.8%
Judge Elliott Sattler (Dept. 10)	4.6	97.2%	2.8%
Judge David Hardy (Dept. 15)	4.2	87.9%	12.1%

Family Division

Judge Dixie Grossman (Dept. 2)	4.7	97.8%	2.2%
Judge Cynthia Lu (Dept. 5)	4.1	88.1%	11.9%
Judge Chuck Weller (Dept. 11)	2.8	-	-
Judge Sandra Unsworth (Dept. 12)	4.4	94.4%	5.6%
Judge Bridget Robb (Dept. 13)	3.9	78.6%	21.4%
Judge Tamatha Schreinert (Dept. 14)	4.5	100.0%	0.0%

WASHOE COUNTY BAR ASSOCIATION JUDICIAL SURVEY 2020

		Should this judge be retained?	
	Performance Score Average	Yes	No
Court Commissioners			
Discovery Commissioner Wesley Ayres	4.7	-	-
Probate Commissioner Edmund Gorman, Jr.	4.5	-	-

Court Masters - Family Division

Amy Banales	4.4	-	-
Paige Dollinger	4.5	-	-
Alison Testa	4.0	-	-
Greg Shannon	3.2	-	-

Justice of the Peace – Washoe County

Judge E. Alan Tiras (Incline Village)	4.2	69.2%	30.8%
Judge Derek Dreilling, (Reno Dept. 1)	4.3	100.0%	0.0%
Judge Pete Sferrazza, (Reno Dept. 2)	2.8	32.4%	67.6%
Judge Ryan Sullivan, (Reno Dept. 3)	4.1	76.2%	23.8%
Judge Scott Pearson, (Reno, Dept. 4)	4.4	97.3%	2.7%
Judge David Clifton, (Reno, Dept. 5)	4.2	86.8%	13.2%
Judge Pierre Hascheff, (Reno, Dept. 6)	4.2	87.8%	12.2%
Judge Chris Wilson, (Sparks, Dept. 1)	3.8	74.1%	25.9%
Judge Kevin Higgins, (Sparks, Dept. 2)	4.2	94.1%	5.9%
Judge Jessica Longley, (Sparks, Dept. 3)	4.3	89.5%	10.5%
Judge Terry Graham, (Wadsworth)	4.0	87.5%	12.5%

Municipal Courts – Washoe County

Judge Gene Drakulich (Reno, Dept. 1)	4.2	88.9%	11.1%
Judge Shelly O'Neill (Reno, Dept. 2)	4.2	81.0%	19.0%
Judge Dorothy Nash Holmes (Reno, Dept. 3)	4.2	76.9%	23.1%
Judge Tammy Riggs (Reno, Dept. 4)	4.4	84.6%	15.4%
Judge Barbara McCarthy (Sparks, Dept. 1)	4.5	100.0%	0.0%
Judge James Spoo (Sparks, Dept. 2)	3.9	80.0%	20.0%

EXHIBIT “2”

EXHIBIT “2”

IS JUSTICE FOR SALE IN WASHOE COUNTY?



ORRIN J. H. JOHNSON

OCTOBER 25TH, 2020 - 2:00AM

This last week, one of my clients finally got his day in court. He had pled not guilty in January and invoked his right to a speedy trial, which was set for March. Less than two weeks before his case was set to be judged by a jury of his peers, the courthouse closed.

He was not alone – dozens of Washoe County Jail inmates have tried to demand this fundamental right, but have languished in jail while our overreaction to COVID-19 has undermined the most basic foundations of the institutions necessary to maintain a free society.

My case last week was the third jury trial since they resumed last month. The preparation had been intense and impressive, not just from the extraordinary presiding judge, Judge Kathleen Drakulich, but from the entirety of the Second Judicial District Court bench, court staff, and the Washoe County Sheriff's Office (WCSO deputies staff the court as bailiffs). As a result, my client was able to get his day in court, and the wheels of justice rolled forward, as they always must if we are to retain our freedoms and liberties.

Among the judges most involved with all of the planning for resuming was Elliott Sattler, who is the only general jurisdiction District Court judge to face a challenger in Washoe County this cycle. This was somewhat of a surprise, given the fact that Judge Sattler is the highest rated general jurisdiction District Court judge in the courthouse, according to the Washoe County Bar Association's bi-annual survey of lawyers who appear in front of those judges. His work ethic, preparation, and legal knowledge are legendary, but he also takes the time (and always has, even when he was practicing law as a prosecutor) to mentor and train younger lawyers.

I was recently at the home of one of my colleagues, another former public defender who let's just say probably will not be voting for many of the same people I will be. But both of us have an Elliott Sattler sign in our yards, because we know the people of Washoe County – including everyone involved in the criminal justice system – live in a more just society because Sattler sits on the bench.

Nevertheless, being a good judge means sometimes you piss people off, because true “equal justice under the law” doesn’t take into consideration wealth and power. The problem is that when we elect judges, we give wealth and power too much weight on Lady Justice’s scales.

About a year ago, I got a call from someone who was asking (somewhat mysteriously) about my interest in running to be a judge, with an implication that if I was interested, the campaign would be fully funded. It also was clear from that conversation that the mysterious would-be-benefactor was interested in targeting a sitting judge, although it wasn’t until a month or so later that it was made clear to me who that judge was – Judge Sattler. Not desiring to run against both a great judge (and a personal friend and mentor to me, in full candor), I demurred. I later learned that at least half a dozen of my other colleagues had also been contacted to run against Judge Sattler, with all of them refusing until the mystery money man finally got his candidate at the eleventh hour.

Now, I don’t particularly like that we elect judges in head-to-head political campaigns (and no, there is no such thing as a non-political effort to garner votes for someone, even in a non-partisan race). But since that’s our system, I don’t have a problem with a citizen or group of citizens getting together and challenging an incumbent. Such challenges were designed to be a check on bad judges, who from time to time are able to get themselves elected in the first place.

But it requires tremendous diligence on the part of the voting public to ensure that what should be a check on bad judges doesn’t turn into the ability for rich people to buy judicial seats to ensure their court battles go their way (or to punish more independently-minded jurists). The canons of judicial ethics include special rules which severely limit what can be said during a judicial race (which I think is a mistake – if we’re going to have an election, go whole hog with it and let the people decide).

These restrictions, along with a judge's day-to-day duties and performance being invisible to most members of the general public, can turn such races into pure name-recognition/popularity contests, which obviously makes the ability to buy billboards or internet ads a too-important factor.

Judge Sattler's challenger, Kathleen Sigurdson, no doubt received a similar call to the one I got last year. Her funding comes almost entirely from a single source, a California billionaire who bought a casino and thought that entitled him to buy justice, too. I don't know her, but no doubt plenty of her colleagues do – and to date, only four (four!) other lawyers have been willing to come out and endorse her, compared to the endless list from across political and legal spectrums supporting Judge Sattler. Not only did I endorse Judge Sattler months ago, but I contributed \$700 to his campaign.

And when you compare their responses to general questions about their judicial approaches, the contrast between the two gets even more stark. (Sigurdson answers basic questions about why she's running or questions of criminal justice as if she's never actually considered them before, which is flat out bizarre.)

What is most troubling is that Sigurdson's patron is so dishonest about the patronage. Grand Sierra Resort owner Alex Meruelo, through spokesman Andrew Diss, claimed they didn't meet or decide to fund Sigurdson until after she filed, which the calls I and my colleagues received demonstrate to be a flat-out lie. I had been asked to keep that conversation private, which I was happy to do until that silence risked being part of deceiving the public about who was trying to buy "justice," and why.

And as to Sigurdson herself? Well, I have no intention of voting for a judge so obviously for sale, and neither should any of you.

Without the competent, hard-working, and independently-minded judges in the Second Judicial District Court, my client last week either wouldn't have had his day in court at all, or couldn't have counted upon justice being served when that day arrived. Most of our fine sitting judges were either originally appointed, or made their initial run without opposition because they had already received such a broad base of support from colleagues who respected them that any challenge would have been futile.

It is fortunate that in this case, at least, this effort to simply buy a judgeship (and worse, to punish a phenomenal sitting judge for daring to scrupulously apply the law equally to all) is soooooo amateurishly transparent. Not all such efforts are or will be in the future, which is why we should either appoint all of our judges, and/or conduct retention elections only for judges as a public check on the system.

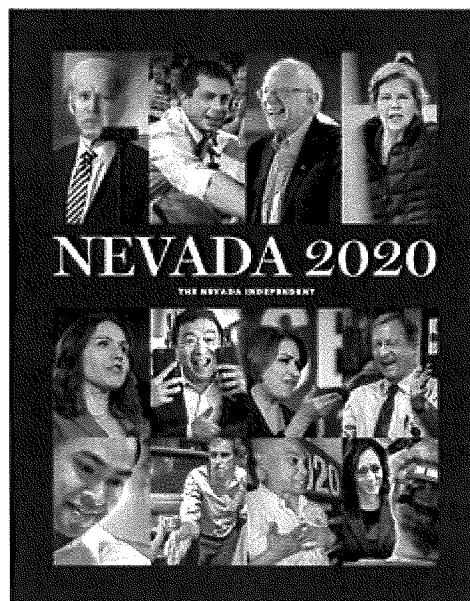
In the meantime, however, we must be vigilant in these types of races, looking beyond mere name-recognition to ensure our system of justice for all remains in competent, independent hands.

Orrin Johnson has been writing and commenting on Nevada and national politics since 2007. He started with an independent blog, [First Principles](#), and was a regular columnist for the [Reno Gazette-Journal](#) from 2015-2016. By day, he is a [criminal defense attorney in Reno](#). Follow him on Twitter [@orrinjohnson](#), or contact him at orrin@orrinjohnson.com.

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EXHIBIT “3”

EXHIBIT “3”

Print Help? **PRINT****CONTRIBUTIONS AND EXPENSES REPORT****State of Nevada****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name

Office (if applicable)

District (if applicable)

3055 Lyon Lane, Washoe Valley, NV, 89704**775-337-0300**

Mailing Address

Telephone No.

k_sigurdson@msn.com

E-Mail Address

Select Appropriate Box(es)



CANDIDATE

LEGAL DEFENSE FUND What is this?

AMENDED

**Report #1 - Due April 15, 2020**

Period: Jan 01, 2020 - Mar 31, 2020

**Report #2 - Due July 15, 2020**

Period: Apr 01, 2020 - Jun 30, 2020

**Report #3 - Due October 15, 2020**

Period: Jul 01, 2020 - Sep 30, 2020

**Report #4 - Due January 15, 2021**

Period: Oct 01, 2020 - Dec 31, 2020

**Annual Filing - Due January 15, 2021**

Period: Jan 01, 2020 - Dec 31, 2020

FILED

Apr 15 2020

**BARBARA K.
CEGAVSKE
SECRETARY OF STATE**

FOR OFFICE USE ONLY

* Report #4 suffices for the 2021 Annual CE Filing only if Report #'s 1, 2, 3, are previously filed this period.

CONTRIBUTIONS SUMMARY

1. Total Monetary Contributions Received in Excess of \$100
2. Total Monetary Contributions in the Form of Loans Guaranteed by a 3rd-Party in Excess of \$100
3. Total Monetary Contributions in the Form of Loans that were Forgiven in Excess of \$100
4. Total Amount of Written Commitments for Contributions in Excess of \$100
5. Total Value of In Kind Contributions in Excess of \$100
6. Total Value of Written Commitments for In Kind Contributions in Excess of \$100
7. Total Amount of all Contributions of \$100 or less
8. Total Amount of All Contributions (Add Lines 1 through 7)

This Period	Cumulative From Beginning of Report Period #1 Through End of This Reporting Period
\$ 23,000.00	\$ 23,000.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 23,000.00	\$23,000.00

EXPENSES SUMMARY

9. Total Monetary Expenses Paid in Excess of \$100
10. Total Value In Kind Expenses in Excess of \$100
11. Total Amount of all Expenses of \$100 or less
12. Total Amount of All Expenses (Add Lines 9 through 11)

\$ 8,627.36	\$8,627.36
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 8,627.36	\$8,627.36

ENDING FUND BALANCE

13. Fund balance at the end of the reporting period

\$14372.64**AFFIRMATION**

I Declare Under Penalty of Perjury That the Foregoing is True and Correct.

AND



I have agreed to the following terms and conditions:

I declare, under penalty of perjury or under an oath to God, that the information I submitted herein to the Secretary of State for the State of Nevada is true and correct, and is not submitted for any improper purpose, and that I am authorized to submit the information, and to the best of my knowledge complies with NRS Chapter 294A. I have reviewed the NRS 225.083 Notice. I understand it is unlawful to submit any illegal, unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by state and federal law, to the Secretary of State, and agree to indemnify the Secretary of State, and any other parties entitled thereto, for any damages incurred for any unlawful, unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by the federal and state law, submitted to the Secretary of State by my use of this electronic filing system. I further understand that I may be subject to criminal (NRS 239.330) and/or civil (NRS 225.084) penalties for submitting any unlawful unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by federal and state law. I understand and agree that all information submitted is the property of the Secretary of State, and may be monitored for all lawful purposes. I further understand that during such monitoring, all information, including personal information placed on this system, may be examined, copied, and used for any authorized purpose. By submitting this report I intend to identify myself as the authorized person signing this document and with the present intent to authenticate my signature as such.

Kathleen Sigurdson**04/15/2020**

Signature

Date

R.App.0334

**MONETARY
CONTRIBUTIONS**Report Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**


Name (print)

Office (if applicable)

District (if applicable)

**MONETARY CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE CONTRIBUTOR, THAT EXCEED \$100**

(Transfer Total Amount of All Monetary Contributions to Lines 1, 2, or 3, As Applicable, of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE CONTRIBUTION</u>	<u>DATE OF CONTRIBUTION</u> 	<u>AMOUNT OF CONTRIBUTION</u>	<u>CHECK HERE IF LOAN</u>	<u>NAME AND ADDRESS OF 3rd PARTY IF LOAN GUARANTEED BY 3rd PARTY</u>	<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO FORGAVE THE LOAN, IF DIFFERENT THAN CONTRIBUTOR</u>
Grand Sierra 2500 E. Second St. Reno, NV 89595	01/31/2020	\$10,000.00			
Sahara 2535 Las Vegas Blvd S Las Vegas, NV 89109	02/21/2020	\$10,000.00			
Andrew Dannnin 888 Timber Walk Drive Henderson, NV 89052	03/13/2020	\$2,500.00			
Jason Mills 2200 S Rancho Dr Ste 140 Las Vegas, NV 89102	03/13/2020	\$500.00			

WRITTEN COMMITMENTSReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**


Name (print)

Office (if applicable)

District (if applicable)

**WRITTEN COMMITMENTS FOR CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE ENTITY, THAT EXCEED \$100**

(Transfer Total Amount of All Written Commitments to Line 4 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE THE COMMITMENT</u>	<u>DATE OF COMMITMENT</u> 	<u>AMOUNT OF COMMITMENT</u>

R.App.0335

IN KIND CONTRIBUTIONSReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

**IN KIND CONTRIBUTIONS IN EXCESS OF \$100 OR,
 WHEN ADDED TOGETHER FROM ONE CONTRIBUTOR, THAT EXCEED \$100**
 (Transfer Total Value of All In Kind Contributions to Line 5 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE IN KIND CONTRIBUTION</u>	<u>DATE OF IN KIND CONTRIBUTION</u>	<u>DESCRIPTION OF IN KIND CONTRIBUTION</u>	<u>VALUE OR COST OF IN KIND CONTRIBUTION</u>	<u>CHECK HERE IF LOAN</u>	<u>NAME AND ADDRESS OF 3rd PARTY IF LOAN GUARANTEED BY 3rd PARTY</u>	<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO FORGAVE THE LOAN, IF DIFFERENT THAN CONTRIBUTOR</u>

R.App.0336

**WRITTEN COMMITMENTS FOR IN KIND
CONTRIBUTIONS**
Report Period **# 1**
Kathleen Sigurdson
District Court Judge, District 2, Department 10


Name (print)

Office (if applicable)

District (if applicable)

**WRITTEN COMMITMENTS FOR IN KIND CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE ENTITY, THAT EXCEED \$100**

(Transfer Total Value of All In Kind Written Commitments to Line 6 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE THE IN KIND WRITTEN COMMITMENT</u>	<u>DATE OF IN KIND WRITTEN COMMITMENT</u> 	<u>VALUE OF IN KIND WRITTEN COMMITMENT</u>

R.App.0337

EXPENSE CATEGORIESReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

EXPENSE CATEGORIES (NRS 294A.365)

CATEGORIES	CODE
Office expenses	A
Expenses related to volunteers	B
Expenses related to travel	C
Expenses related to advertising	D

R.App.0338

Expenses related to paid staff	E
Expenses related to consultants	F
Expenses related to polling	G
Expenses related to special events	H
Expenses related to legal defense fund	I
Goods and services provided in kind for which money would otherwise have been paid	J
Contributions made to: (i) another candidate; (ii) a nonprofit corporation that is registered or required to be registered pursuant to NRS 294A.225; (iii) a PAC that is registered or required to be registered pursuant to NRS 294A.230; or (iv) a Recall Committee that is registered or required to be registered pursuant to NRS 294A.250	K
Fees for filing declarations of candidacy or acceptances of candidacy	L
Repayments or forgiveness of loans	M
Disposal of unspent contributions pursuant to NRS 294A.160	N
Other miscellaneous expenses	O

¹ NRS 294A.362 requires "In Kind" contributions and expenses to be reported on a separate form, which is attached hereto.

MONETARY EXPENSESReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

MONETARY EXPENSES IN EXCESS OF \$100

(Transfer Total Amount of All Campaign Expenses to Line 9 of Expenses Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO RECEIVED THE PAYMENT FOR THE EXPENSE</u>	<u>CATEGORY</u> (NRS 294A.365)	<u>DATE OF EXPENSE</u>	<u>AMOUNT OF EXPENSE</u>
PPP Polling 2912 Highwood Blvd Ste 201 Raleigh, NC 27604	G	02/24/2020	\$5,000.00
Tallac Strategies 1280 Terminal Way 35 Reno, NV 89502	E	03/05/2020	\$2,727.36
Nicholas Powell 3510 Comstock Dr Reno, NV 89512	F	03/06/2020	\$400.00
Hasbara 321 S. Arlington Reno, NV 89501	F	03/06/2020	\$500.00

IN KIND EXPENSESReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**


Name (print)

Office (if applicable)

District (if applicable)

IN KIND EXPENSES IN EXCESS OF \$100

(Transfer Total Value of All In-Kind Expenses to Line 10 of Expenses Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO RECEIVED THE IN KIND GOOD OR SERVICE</u>	<u>DESCRIPTION OF IN KIND EXPENSE</u>	<u>DATE OF IN KIND EXPENSE</u> 	<u>VALUE OR COST OF IN KIND EXPENSE</u>

EL201

Revised: 8-13-13

NRS 294A.120; 294A.125;

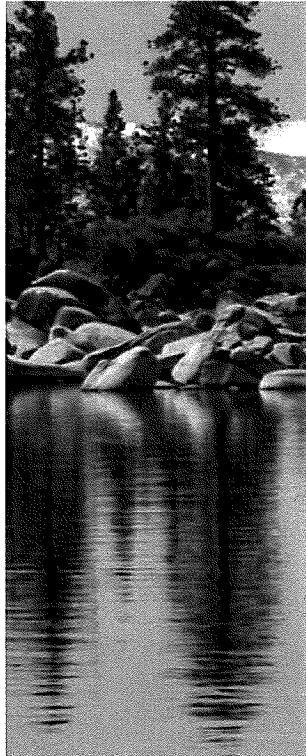
294A.160; 294A.200;

294A.362; 294A.373

R.App.0340

EXHIBIT “4”

EXHIBIT “4”



Grand Sierra

Back to Search

Entity Type Contributor
Address 2500 E. Second St.
Reno, NV 89595
Total Contributions Amount \$17,528.00

View all contributions from contributors with the same or similar name
View all contributions from contributors with the same or similar address

Contributions Made by Grand Sierra

4 contributions found totaling \$17,528.00.

Contribution Date	File Date	Contribution Amount	Contribution Type	Recipient	Report
1/31/2020	4/15/2020	\$10,000.00	Monetary Contribution	Kathleen Sigurdson	2020 CE Report 1
12/11/2018	1/15/2019	\$1,528.00	In Kind Written Commitment	Bonnie Weber	2018 CE Report 5
12/27/2017	5/16/2018	\$5,000.00	Monetary Contribution	Jason Frierson	2018 Annual CE Filing (Amended)
7/20/2016	1/16/2017	\$1,000.00	Monetary Contribution	Amber Joiner	2016 CE Report 3 (Amended)

Export results to: Excel CSV PDF

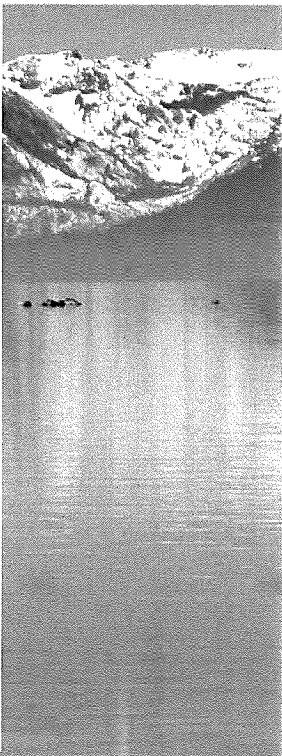


EXHIBIT “5”

EXHIBIT “5”

Print Help? **PRINT****CONTRIBUTIONS AND EXPENSES REPORT****State of Nevada****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name

Office (if applicable)

District (if applicable)

3055 Lyon Lane, Washoe Valley, NV, 89704**775-337-0300**

Mailing Address

Telephone No.

k_sigurdson@msn.com

E-Mail Address

Select Appropriate Box(es)

☒ **CANDIDATE**☐ **LEGAL DEFENSE FUND** What is this?☐ **AMENDED**

- ☐ **Report #1 - Due April 15, 2020**
Period: Jan 01, 2020 - Mar 31, 2020
- ☐ **Report #2 - Due July 15, 2020**
Period: Apr 01, 2020 - Jun 30, 2020
- ☒ **Report #3 - Due October 15, 2020**
Period: Jul 01, 2020 - Sep 30, 2020
- ☐ **Report #4 - Due January 15, 2021**
Period: Oct 01, 2020 - Dec 31, 2020
- ☐ **Annual Filing - Due January 15, 2021**
Period: Jan 01, 2020 - Dec 31, 2020

FILED

Oct 15 2020

**BARBARA K.
CEGAVSKE
SECRETARY OF STATE**

FOR OFFICE USE ONLY

* Report #4 suffices for the 2021 Annual CE Filing only if Report #'s 1, 2, 3, are previously filed this period.

CONTRIBUTIONS SUMMARY

	This Period	Cumulative From Beginning of Report Period #1 Through End of This Reporting Period
1. Total Monetary Contributions Received in Excess of \$100	\$ 95,200.00	\$ 120,000.00
2. Total Monetary Contributions in the Form of Loans Guaranteed by a 3rd-Party in Excess of \$100	\$ 0.00	\$0.00
3. Total Monetary Contributions in the Form of Loans that were Forgiven in Excess of \$100	\$ 0.00	\$0.00
4. Total Amount of Written Commitments for Contributions in Excess of \$100	\$ 0.00	\$0.00
5. Total Value of In Kind Contributions in Excess of \$100	\$ 0.00	\$0.00
6. Total Value of Written Commitments for In Kind Contributions in Excess of \$100	\$ 0.00	\$0.00
7. Total Amount of all Contributions of \$100 or less	\$ 885.00	\$985.00
8. Total Amount of All Contributions (Add Lines 1 through 7)	\$ 96,085.00	\$120,985.00

EXPENSES SUMMARY

9. Total Monetary Expenses Paid in Excess of \$100	\$ 118,367.95	\$135,777.75
10. Total Value In Kind Expenses in Excess of \$100	\$ 0.00	\$0.00
11. Total Amount of all Expenses of \$100 or less	\$ 23.70	\$108.40
12. Total Amount of All Expenses (Add Lines 9 through 11)	\$ 118,391.65	\$135,886.15

ENDING FUND BALANCE

13. Fund balance at the end of the reporting period	\$0.00
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AFFIRMATION☒ **I Declare Under an Oath to God that the Forgoing is True and Correct***

* A declaration under an oath to God is subject to the same penalties as declaration under penalty of perjury

AND

☒ **I have agreed to the following terms and conditions:**

I declare, under penalty of perjury or under an oath to God, that the information I submitted herein to the Secretary of State for the State of Nevada is true and correct, and is not submitted for any improper purpose, and that I am authorized to submit the information, and to the best of my knowledge complies with NRS Chapter 294A. I have reviewed the NRS 225.083 Notice. I understand it is unlawful to submit any illegal, unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by state and federal law, to the Secretary of State, and agree to indemnify the Secretary of State, and any other parties entitled thereto, for any damages incurred for any unlawful, unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by the federal and state law, submitted to the Secretary of State by my use of this electronic filing system. I further understand that I may be subject to criminal (NRS 239.330) and/or civil (NRS 225.084) penalties for submitting any unlawful unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by federal and state law. I understand and agree that all information submitted is the property of the Secretary of State, and may be monitored for all lawful purposes. I further understand that during such monitoring, all information, including personal information placed on this system, may be examined, copied, and used for any authorized purpose. By submitting this report I intend to identify myself as the authorized person signing this document and with the present intent to authenticate my signature as such.

Kathleen Sigurdson**10/15/2020**

Signature

Date

R.App.0345

**MONETARY
CONTRIBUTIONS**Report Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

**MONETARY CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE CONTRIBUTOR, THAT EXCEED \$100**

(Transfer Total Amount of All Monetary Contributions to Lines 1, 2, or 3, As Applicable, of Contributions Summary)

NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE CONTRIBUTION	DATE OF CONTRIBUTION	AMOUNT OF CONTRIBUTION	CHECK HERE IF LOAN	NAME AND ADDRESS OF 3rd PARTY IF LOAN GUARANTEED BY 3rd PARTY	NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO FORGAVE THE LOAN, IF DIFFERENT THAN CONTRIBUTOR
Anne Sigurdson 4023 Clover Creek Reno, NV 89519	08/07/2020	\$5,000.00			
Ellen Driscoll 1195 Sherwood Dr. Reno, NV 89509	08/12/2020	\$50.00			
Donna Blackmore 1595 Wheatgrass Dr Reno, NV 89509	08/12/2020	\$50.00			
Lorne Butner 1471 Fraun Court Reno, NV 89519	08/13/2020	\$100.00			
D. Jean Myles 2055 Regent St. Reno, NV 89509	08/13/2020	\$200.00			
Kenneth Meyer 1270 Meridian Ranch Dr Reno, NV 89523	08/17/2020	\$100.00			
Linda Turner 1340 Walking Stick Way Reno, NV 89523	08/19/2020	\$25.00			
Heather Butler Skin Care LLC 465 W. Peckham Reno, NV 89509	08/20/2020	\$100.00			
Jane Cates 567 Mogul Mountain Dr Reno, NV 89523	08/20/2020	\$100.00			
Marta Elis 1045 W. Waverly Dr. Reno, NV 89519	08/27/2020	\$50.00			
J. A. Karhohs 4855 Lakeridge Reno, NV 89509	09/01/2020	\$50.00			
Douglas Ramseth 3333 Menlo Ct Reno, NV 89509	09/05/2020	\$50.00			
Meruelo Media Holdings 4975 W. Pico Blvd Los Angeles, CA 90019	09/14/2020	\$10,000.00			
KLOS Radio, LLC 2600 W. Olive St. Ste 800 Burbank, CA 91505	09/14/2020	\$10,000.00			
KPWR Radio, LLC 2600 W. Olive St. Ste 800 Burbank, CA 91505	09/14/2020	\$10,000.00			
KDAY Radio, LLC 2600 W. Olive St. Ste 800 Burbank, CA 91505	09/14/2020	\$10,000.00			
Herman Weissker, Inc 1645 Brown Ave. Riverside, CA 92509	09/14/2020	\$10,000.00			
Cantamar Property Mgmt, Inc. 9550 Firestone Blvd. #105 Downey, CA 90241	09/14/2020	\$10,000.00			
Herman Weissker Power, Inc.	09/14/2020	\$10,000.00			

R.App.0346

9550 Firestone Blvd. #105 Downey, CA 90241					
<u>One Call Construction Services</u> 9550 Firestone Blvd. #105 Downey, CA 90241	09/14/2020	\$10,000.00			
<u>Doty Bros Equipment Co</u> 11232 E. Firestone Blvd Norwalk, CA 90650	09/14/2020	\$10,000.00			
<u>Jane Grossman</u> 1665 Green Ash Rd Reno, NV 89511	09/15/2020	\$90.00			
<u>Dave Cherry</u> 4465 Boca Way Spc 102 Reno, NV 89502	09/19/2020	\$20.00			
<u>Denise Brooks</u> 1148 Spartan Ave. Carson City, NV 89701	09/21/2020	\$50.00			
<u>Mary Sherman</u> 1270 Meridian Ranch Dr Reno, NV 89523	09/30/2020	\$50.00			

WRITTEN COMMITMENTSReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

**WRITTEN COMMITMENTS FOR CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE ENTITY, THAT EXCEED \$100**

(Transfer Total Amount of All Written Commitments to Line 4 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE THE COMMITMENT</u>	<u>DATE OF COMMITMENT</u> ↑	<u>AMOUNT OF COMMITMENT</u>

R.App.0347

IN KIND CONTRIBUTIONSReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

**IN KIND CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE CONTRIBUTOR, THAT EXCEED \$100**

(Transfer Total Value of All In Kind Contributions to Line 5 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE IN KIND CONTRIBUTION</u>	<u>DATE OF IN KIND CONTRIBUTION</u> ↑	<u>DESCRIPTION OF IN KIND CONTRIBUTION</u>	<u>VALUE OR COST OF IN KIND CONTRIBUTION</u>	<u>CHECK HERE IF LOAN</u>	<u>NAME AND ADDRESS OF 3rd PARTY IF LOAN GUARANTEED BY 3rd PARTY</u>	<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO FORGAVE THE LOAN, IF DIFFERENT THAN CONTRIBUTOR</u>

R.App.0348

WRITTEN COMMITMENTS FOR IN KIND CONTRIBUTIONSReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**


Name (print)

Office (if applicable)

District (if applicable)

**WRITTEN COMMITMENTS FOR IN KIND CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE ENTITY, THAT EXCEED \$100**

(Transfer Total Value of All In Kind Written Commitments to Line 6 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE THE IN KIND WRITTEN COMMITMENT</u>	<u>DATE OF IN KIND WRITTEN COMMITMENT</u> 	<u>VALUE OF IN KIND WRITTEN COMMITMENT</u>

R.App.0349

EXPENSE CATEGORIESReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

EXPENSE CATEGORIES (NRS 294A.365)

CATEGORIES	CODE
Office expenses	A
Expenses related to volunteers	B
Expenses related to travel	C
Expenses related to advertising	D
Expenses related to paid staff	E
Expenses related to consultants	F
Expenses related to polling	G
Expenses related to special events	H

R.App.0350

Expenses related to legal defense fund	I
Goods and services provided in kind for which money would otherwise have been paid	J
Contributions made to: (i) another candidate; (ii) a nonprofit corporation that is registered or required to be registered pursuant to NRS 294A.225; (iii) a PAC that is registered or required to be registered pursuant to NRS 294A.230; or (iv) a Recall Committee that is registered or required to be registered pursuant to NRS 294A.250	K
Fees for filing declarations of candidacy or acceptances of candidacy	L
Repayments or forgiveness of loans	M
Disposal of unspent contributions pursuant to NRS 294A.160	N
Other miscellaneous expenses	O

1 NRS 294A.362 requires "In Kind" contributions and expenses to be reported on a separate form, which is attached hereto.

MONETARY EXPENSESReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

MONETARY EXPENSES IN EXCESS OF \$100

(Transfer Total Amount of All Campaign Expenses to Line 9 of Expenses Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO RECEIVED THE PAYMENT FOR THE EXPENSE</u>	<u>CATEGORY (NRS 294A.365)</u>	<u>DATE OF EXPENSE</u>	<u>AMOUNT OF EXPENSE</u>
Tallac Strategies 1280 Terminal Way #35 Reno, NV 89502	F	07/25/2020	\$5,650.00
	F	09/06/2020	\$8,679.08
Nevada State Bank PO Box 990 LAS VEGAS, NV 89125	O	07/30/2020	\$2.50
	O	08/30/2020	\$2.50
	O	09/30/2020	\$2.50
Anedot 4017 Buena Vist St #109 Dallas, TX 75204	O	08/13/2020	\$2.30
	O	08/18/2020	\$4.30
	O	09/16/2020	\$3.90
	O	09/20/2020	\$1.10
	O	09/22/2020	\$2.30
	O	09/30/2020	\$2.30
Nevada State Democratic Party 2320 Paseo Del Prado Ste B107 Las Vegas, NV 89102	O	09/13/2020	\$1,500.00
Benjamin Challinor 627 C Street Apt R Sparks, NV 89431	O	09/14/2020	\$250.00
Ace Studios 3500 Lakeside Ct Suite 214 Reno, NV 89509	F	09/15/2020	\$4,000.00
	F	09/21/2020	\$175.87
	F	09/23/2020	\$7,800.00
Reno Type 1020 S Rock Blvd Reno, NV 89502	D	09/15/2020	\$5,000.00
Spectrum PO Box 94188 Palatine, IL 60094	D	09/18/2020	\$24,922.00

R App 0351

<u>KTVN</u> PO Box 7220 Reno, NV 89510	D	09/18/2020	\$20,689.00
<u>KRNV</u> 1790 Vassar St. Reno, NV 89502	D	09/18/2020	\$12,835.00
<u>KOLO</u> P.O. BOX 10000 Reno, NV 89502	D	09/18/2020	\$16,567.00
<u>Gatusso Coalition</u> 615 Riverside Drive Ste. 201 Reno, NV 89502	F	09/18/2020	\$4,800.00
<u>Public Policy Polling</u> 2912 Highwoods Blvd. Suite 201 Raleigh, NC 27604	O	09/21/2020	\$5,500.00

IN KIND EXPENSESReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

IN KIND EXPENSES IN EXCESS OF \$100

(Transfer Total Value of All In-Kind Expenses to Line 10 of Expenses Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO RECEIVED THE IN KIND GOOD OR SERVICE</u>	<u>DESCRIPTION OF IN KIND EXPENSE</u>	<u>DATE OF IN KIND EXPENSE</u>	<u>VALUE OR COST OF IN KIND EXPENSE</u>

R.App.0352

EL201

Revised: 8-13-13

NRS 294A.120; 294A.125;

294A.160; 294A.200;

294A.362; 294A.373

EXHIBIT “6”

EXHIBIT “6”

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

SB GAMING, LLC

Entity Number:

E0078872014-5

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

02/13/2014

NV Business ID:

NV20141104979

Termination Date:

Perpetual

Annual Report Due Date:

2/28/2021

Series LLC:**Restricted LLC:****REGISTERED AGENT INFORMATION**

Name of Individual or Legal Entity:

C T CORPORATION SYSTEM

Status:

Active

CRA Agent Entity Type:**Registered Agent Type:**

Commercial Registered Agent

NV Business ID:

NV20191497453

Office or Position:**Jurisdiction:**

DELAWARE

Street Address:

701 S CARSON ST STE 200, Carson City, NV, 89701, USA

Mailing Address:**Individual with Authority to Act:**

MATTHEW TAYLOR

Fictitious Website or Domain Name:**OFFICER INFORMATION**☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
Manager	Alex Meruelo	2500 E. 2nd Street, Reno, NV, 89595, USA	01/14/2020	Active

Page 1 of 1, records 1 to 1 of 1

[Filing History](#)[Name History](#)[Mergers/Conversions](#)

[Return to Search](#)

[Return to Results](#)

EXHIBIT “7”


EXHIBIT “7”


Home (/AcclaimWeb/) > FBN (/AcclaimWeb/FBN) > Search Type FFN By Name (/AcclaimWeb/FBN/SearchTypeFbnByName)

FFN Name Search

FFN Name

Date Range Last 3 Years ▼

From Date 11/16/2017 


To Date 11/16/2020 

Select DocTypes...

Document Types


[Export to CSV \(/AcclaimWeb/Search/ExportCsv\)](/AcclaimWeb/Search/ExportCsv)

1 20 ▼ items per page

1 - 4 of 4 items 

Record (/AcclaimWe...	First Direct Name (/Ac...	First Indir...	Instrument # (/A...	Record Date (/A...	Document...
Order	SAHARA LAS VEGAS	LAS VEGAS RESORT HOLDINGS, LLC	201908151012520	08/15/2019	FFN CERTIFICATE
Order	SAHARA LAS VEGAS	SB GAMING, LLC	201908151012524	08/15/2019	FFN CERTIFICATE
Order	SAHARA LAS VEGAS DODGE, CHRYSLER JEEP RAM	CHAPMAN'S LAS VEGAS DODGE LIMITED LIABILITY COMPANY	201908021011860	08/02/2019	FFN CERTIFICATE
Order	SAHARA LAS VEGAS HOTEL AND CASINO	LAS VEGAS RESORT HOLDINGS, LLC	201908151012522	08/15/2019	FFN CERTIFICATE

1 20 ▼ items per page

1 - 4 of 4 items  (/AcclaimWeb/Search/GetSearchResults)



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EXHIBIT “8”

EXHIBIT “8”

Corporate Office
9550 Firestone Blvd.
Suite 105

Downey, CA 90241

(o) 562.745.2300

(f) 562.745.2341

EXHIBIT “9”

EXHIBIT “9”



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

19-B92446

FILED

In the office of the Secretary of State
of the State of California

MAY 16, 2019

This Space For Office Use Only

IMPORTANT — Read instructions **before** completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

KLOS RADIO, LLC

2. 12-Digit Secretary of State File Number

201910010209

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box

4975 W PICO BLVD

City (no abbreviations)

LOS ANGELES

State Zip Code

CA 90019

b. Mailing Address of LLC, if different than item 4a

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State Zip Code

CA 90241

c. Street Address of California Office, if item 4a is not in California - Do not list a P.O. Box

4975 W PICO BLVD

City (no abbreviations)

LOS ANGELES

State Zip Code

CA 90019

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete items 5b and 5c (leave item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete item 5b

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete item 5a

MERUELO MEDIA, LLC

c. Address

4975 W PICO BLVD

City (no abbreviations)

LOS ANGELES

State Zip Code

CA 90019

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)

MARIO

Middle Name

A

Last Name

TAPANES

Suffix

b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State Zip Code

CA 90241

CORPORATION — Complete item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

RADIO BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State Zip Code

9. The information contained herein, including any attachments, is true and correct.

05/16/2019

MARIO A TAPANES

Counsel

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document) enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name

Company

Address

City/State/Zip

EXHIBIT “10”

EXHIBIT “10”



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

60

17-470433

FILED
Secretary of State
State of California

MAY 30 2017

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

This Space For Office Use Only

1. **Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

KPWR RADIO LLC

2. **12-Digit Secretary of State File Number**

201713510159

3. **State, Foreign Country or Place of Organization** (only if formed outside of California)

4. Business Addresses

a. **Street Address of Principal Office** - Do not list a P.O. Box.

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

b. **Mailing Address of LLC, if different than Item 4a**

City (no abbreviations)

State

Zip Code

c. **Street Address of California Office, if Item 4a is not in California** - Do not list a P.O. Box

City (no abbreviations)

State

CA

Zip Code

5. Manager(s) or Member(s)

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. **First Name, if an individual** - Do not complete Item 5b

Middle Name

Last Name

Suffix

b. **Entity Name** - Do not complete Item 5a

MERUELO MEDIA, LLC

c. **Address**

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

6. **Service of Process** (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. **California Agent's First Name** (if agent is not a corporation)

MARIO

Middle Name

A

Last Name

TAPANES

Suffix

b. **Street Address** (if agent is not a corporation) - Do not enter a P.O. Box

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

CORPORATION - Complete Item 6c only. Only include the name of the registered agent Corporation.

c. **California Registered Corporate Agent's Name** (if agent is a corporation) - Do not complete Item 6a or 6b

7. Type of Business

a. **Describe the type of business or services of the Limited Liability Company**

MEDIA BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. **First Name**

Middle Name

Last Name

Suffix

b. **Address**

City (no abbreviations)

State

Zip Code

9. **The information contained herein, including any attachments, is true and correct.**

5/19/2016

Date

ALEX MERUELO

Type or Print Name of Person Completing the Form

Manager of Meruelo Media, LLC, the Manager

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: **MARIO TAPANES**

Company: **KPWR RADIO LLC**

Address: **9550 FIRESTONE BLVD, SUITE 105**

City/State/Zip: **DOWNEY, CA 90241**

EXHIBIT “11”

EXHIBIT “11”



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

20-B22840

FILED

In the office of the Secretary of State
of the State of California

MAR 12, 2020

This Space For Office Use Only

IMPORTANT — Read instructions **before** completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

KDAY RADIO, LLC

2. 12-Digit Secretary of State File Number

201407310054

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

b. Mailing Address of LLC, if different than item 4a

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

c. Street Address of California Office, if item 4a is not in California - Do not list a P.O. Box

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name and address must be listed. If the manager/member is an individual, complete items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete items 5b and 5c (leave item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name - If an individual - Do not complete item 5b

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete item 5a

MERUELO MEDIA, LLC

c. Address

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

6. Service of Process (Must provide either individual OR Corporation.)

INDIVIDUAL - Complete items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)

Mario

Middle Name

A

Last Name

Tapanes

Suffix

b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

CORPORATION - Complete item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

RADIO BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

9. The information contained herein, including any attachments, is true and correct.

03/12/2020

Alex Meruelo

President of Manager

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

EXHIBIT “12”

EXHIBIT “12”



**California Secretary of State
Electronic Filing**

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: HERMAN WEISSKER, INC.

Entity (File) Number: C0375489

File Date: 04/03/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GE63387

Detailed Filing Information

1. Entity Name: **HERMAN WEISSKER, INC.**
2. Business Addresses:
 - a. Street Address of Principal Office in California:
1645 BROWN AVENUE
Riverside, California 92509
United States of America
 - b. Mailing Address:
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America
 - c. Street Address of Principal Executive Office:
1645 BROWN AVENUE
Riverside, California 92509
United States of America
3. Officers:
 - a. Chief Executive Officer:
LUIS A ARMONA
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America
 - b. Secretary:
MARIO A TAPANES
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America

Document ID: GE63387



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

ALLEN STOLLER
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America

4. Director:

ALEX MERUELO
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

MARIO A TAPANES
9550 FIRESTONE BLVD., SUITE 105
DOWNEY, California 90241
United States of America

6. Type of Business:

UTILITY CONSTRUCTION

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: MARIO A TAPANES

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GE63387



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. LUIS A ARMONA
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: GE63387

EXHIBIT “13”

EXHIBIT “13”



**California Secretary of State
Electronic Filing**



Corporation - Statement of Information No Change

Entity Name: **CANTAMAR PROPERTY MANAGEMENT,
INC.**

Entity (File) Number: C2016247

File Date: 08/26/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GH98458

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: **Alex Meruelo**

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GH98458



State of California

Kevin Shelley

Secretary of State

STATEMENT OF INFORMATION

(Domestic Stock Corporation)

S

E-091397

FILED

SACRAMENTO, CALIFORNIA

Dec - 16 2004

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C2016247

CANTAMAR PROPERTY MANAGEMENT, INC.

9550 FIRESTONE BLVD., SUITE 105
DOWNEY, CA 90241

Kevin Shelley

Kevin Shelley
Secretary of State

This Space For Filing Use Only

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE
9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY AND STATE ZIP CODE
ALEX MERUELO 9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

5. SECRETARY/ ADDRESS CITY AND STATE ZIP CODE
ALEX MERUELO 9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

6. CHIEF FINANCIAL OFFICER/ ADDRESS CITY AND STATE ZIP CODE
ALEX MERUELO 9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

7. NAME ADDRESS CITY AND STATE ZIP CODE
ALEX MERUELO 9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

8. NAME ADDRESS CITY AND STATE ZIP CODE

9. NAME ADDRESS CITY AND STATE ZIP CODE

10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY: 0

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 12 must be left blank.)

11. NAME OF AGENT FOR SERVICE OF PROCESS

MARIO A TAPANES

12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

TYPE OF BUSINESS

13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
PROPERTY MANAGEMENT

14. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

ALEX MERUELO

PRESIDENT

12/16/2004

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE

EXHIBIT “14”

EXHIBIT “14”



**California Secretary of State
Electronic Filing**



Corporation - Statement of Information

Entity Name: **HERMAN WEISSKER POWER, INC.**

Entity (File) Number: C4084666

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12402

Detailed Filing Information

1. Entity Name: HERMAN WEISSKER POWER, INC.
2. Business Addresses:
 - a. Street Address of Principal Office in California: 1700 E. VIA BURTON STREET
ANAHEIM, California 92806
United States of America
 - b. Mailing Address: 9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America
 - c. Street Address of Principal Executive Office: 1700 E. VIA BURTON STREET
ANAHEIM, California 92806
United States of America
3. Officers:
 - a. Chief Executive Officer: LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America
 - b. Secretary: MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America

Document ID: GJ12402



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

ALLEN S STOLLER
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America

4. Director:

ALEX MERUELO
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

6. Type of Business:

UTILITY CONSTRUCTION

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: MARIO A TAPANES

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GJ12402



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: GJ12402

EXHIBIT “15”

EXHIBIT “15”



**California Secretary of State
Electronic Filing**



Corporation - Statement of Information

Entity Name: **ONE CALL CONSTRUCTION
SERVICES INC.**

Entity (File) Number: C3808489

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12596

Detailed Filing Information

1. Entity Name: ONE CALL CONSTRUCTION
SERVICES INC.
2. Business Addresses:
 - a. Street Address of Principal
Office in California: 9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - b. Mailing Address: 9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - c. Street Address of Principal
Executive Office: 9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
3. Officers:
 - a. Chief Executive Officer: LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - b. Secretary: MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

Document ID: GJ12596



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

ALLEN S STOLLER
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

4. Director:

LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

MARIO A TAPAPNES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

6. Type of Business:

CONSTRUCTION SUPPORT
SERVICES

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: MARIO A TAPANES

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GJ12596



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. **ALEX MERUELO**
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: GJ12596

EXHIBIT “16”

EXHIBIT “16”



California Secretary of State
Electronic Filing



Corporation - Statement of Information

Entity Name: **DOTY BROS. EQUIPMENT CO.**

Entity (File) Number: C0369219

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12764

Detailed Filing Information

1. Entity Name: DOTY BROS. EQUIPMENT CO.
2. Business Addresses:
 - a. Street Address of Principal Office in California: 11232 E. FIRESTONE BLVD
NORWALK, California 90650
United States of America
 - b. Mailing Address: 9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - c. Street Address of Principal Executive Office: 11232 E. FIRESTONE BLVD
NORWALK, California 90650
United States of America
3. Officers:
 - a. Chief Executive Officer: LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - b. Secretary: MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

Document ID: GJ12764



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

ALLEN S STOLLER
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

4. Director:

ALEX MERUELO
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

6. Type of Business:

UTILITY CONSTRUCTIONI

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: MARIO A TAPANES

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GJ12764



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: GJ12764

EXHIBIT “17”

EXHIBIT “17”



KS
Kathleen
Sigurdson
District Court Judge Department 10

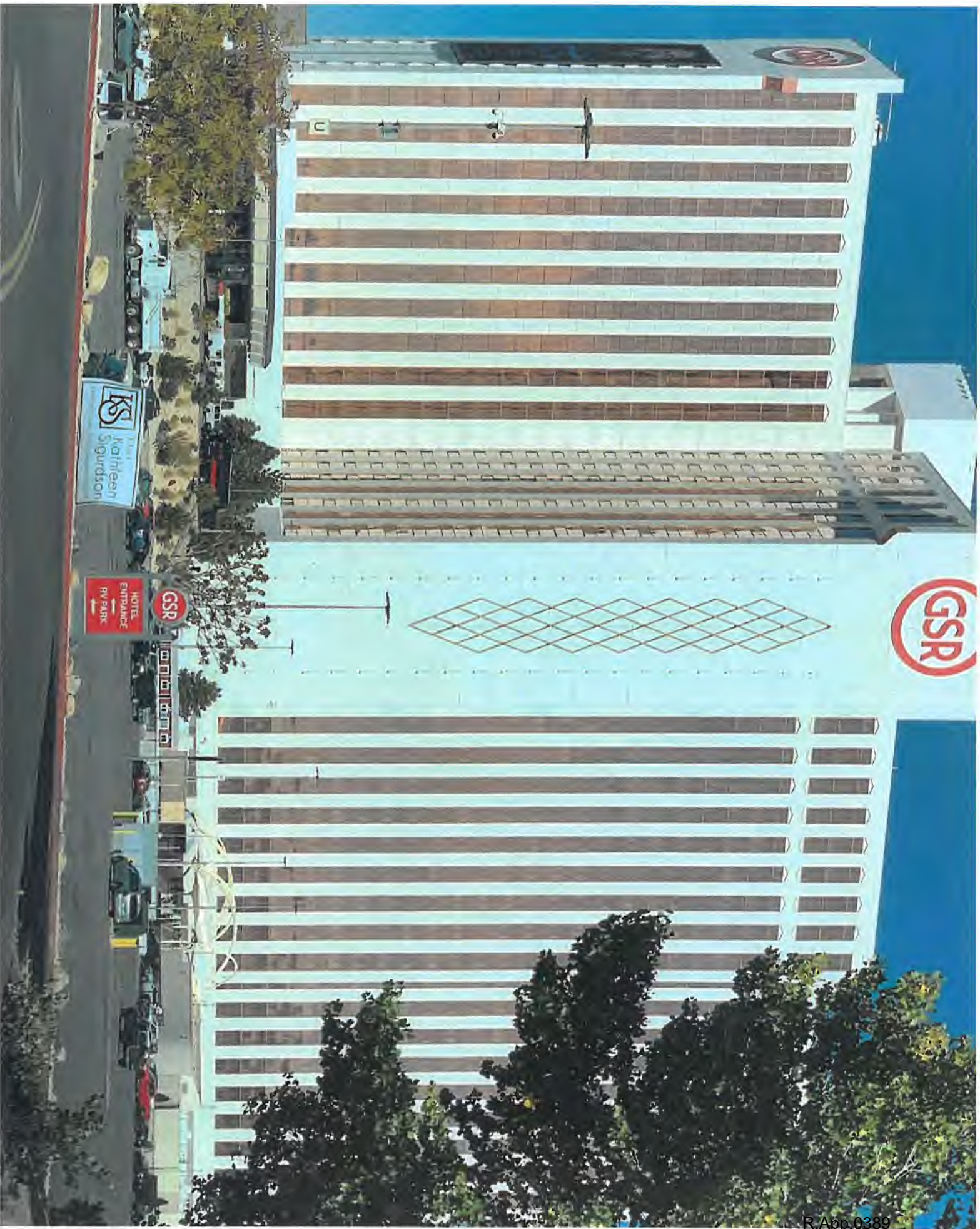








EXHIBIT “18”

EXHIBIT “18”

reno gazette journal

POLITICS

Washoe District Court Election Results: Sigurdson, Dollinger and Robb win races

Kristin Oh Reno Gazette Journal

Published 10:51 p.m. PT Nov. 3, 2020 | Updated 2:17 p.m. PT Nov. 16, 2020

Update: Reno lawyer Kathleen Sigurdson won the judge seat for Washoe District Court Department 10, with 51.40% of the votes. Her competitor, Judge Elliott Sattler, who has been working in the Washoe District Court since 2013, received 48.60% of the votes.

Washoe County released official election results Monday morning.

Sattler had received the highest ranking among general jurisdiction judges in the 2020 Washoe County Bar Association judge survey. According to the survey, Sattler received a ranking of 4.6 and 97.2% of survey participants responded that they believed Sattler should be retained.

Billionaire and owner of the Grand Sierra Resort, Alex Meruelo, made several sizable donations to Sigurdson's campaign.

Meruelo Media Holdings contributed \$10,000 to Sigurdson's campaign on Sept. 14.

She also received \$10,000 donations each from KLOS Radio, KDAY Radio and KPWR Radio. All are owned by Meruelo Media Holdings and based in California. Several of Meruelo's other companies also contributed \$10,000 each to her campaign.

Andrew Diss, vice president of government affairs of GSR, said that it is common for companies from other states to contribute to campaigns, adding that these contributions came from the companies, not Meruelo himself and were all legal donations.

Sigurdson said that she was grateful for all donations she received. Sattler declined to comment.

More: RGJ analysis: California transplants are influencing the vote in Washoe County. Here's how

For the District 11 Family Court judge seat, Family Court Master Paige Dollinger won with 54.51% of the votes. Her competitor, Family Court Master Greg Shannon, received 45.49% of the votes.

Incumbent Judge Bridget Robb won the District Court Department 13 race with 63.31% of the votes. Her competitor and former law clerk, Aaron Bushur, received 36.39% of the votes.

Original: Among the closely watched Washoe County elections, Reno lawyer Kathleen Sigurdson is competing against Judge Elliot Sattler, who has been working in the Washoe District Court since 2013. They are competing for the District Court Department 10 judge seat.

Unofficial results as of Thursday morning show that Sigurdson has a slim lead of 51% of the votes. Sattler has 49% of the votes.

Keep an eye on the Reno Gazette Journal's results page for a first look at local races.

More: Voter guide: Sattler and Sigurdson vie for judge seats in District Court Department 10

District Court Department 11

Fighting for the District Court Department 11 Family Court Judge seat are Court Masters Paige Dollinger and Greg Shannon.

Unofficial results as of Thursday morning show that Dollinger is ahead with 55% of the votes. Shannon has 45% of the votes.

The seat was previously held by Reno Judge Chuck Weller, who decided not to see re-election this year. Early in his career, he was shot by pawn shop millionaire Darren Mack, whose divorce he was presiding over. Weller had a tumultuous final term and was fined \$2,500 by the Nevada Commission on Judicial Discipline for making “disturbing” and “offensive” comments about women.

During the primaries, Dollinger received 45% of the votes and Shannon received 31%.

More: Election 2020: Dollinger, Shannon vie for Chuck Weller's seat in Washoe Family Court

District Court Department 13

Competing for the judge seat in District Court Department 13, Family Court are incumbent Brigit Robb and her former law clerk, Aaron Bushur.

Robb has worked with the Second District Court since 2008. Bushur served as Robb's law clerk from 2008 to 2010. He is currently a lawyer that specializes in family law.

Unofficial results show that Robb has 64% of the votes, according to registrar numbers released Thursday morning. Bushurr has 36% of the votes.

More: Judge Bridget Robb's former clerk Aaron Bushur running against her for family court seat

1 CODE NO.: 3370
2
3
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6 IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE
8

9 ALBERT THOMAS, ET AL.,

Case No.: CV12-02222

10 PLAINTIFFS,

Dept. No.: 10

11 vs.

12 MEI-GSR HOLDINGS, LLC, ET AL.,

13 DEFENDANTS.
14

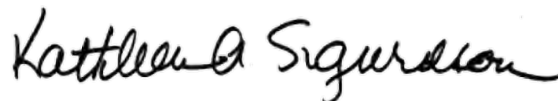
15 **ORDER OF RECUSAL OF PRESIDING JUDGE**

16 **AND FOR RANDOM REASSIGNMENT**

17 In accordance with the applicable Nevada Code of Judicial Conduct, and to avoid
18 any actual or perceived conflict or appearance of impropriety, the undersigned hereby
19 disqualifies herself as the presiding judge in this action.

20 The Clerk shall randomly reassign this action to another department of this Court
21 for all other proceedings.

22 DATED this 7th day of January, 2021.
23

24 

25 DISTRICT COURT JUDGE
26
27
28

EXHIBIT “1”

EXHIBIT “1”

WASHOE COUNTY BAR ASSOCIATION JUDICIAL SURVEY 2020

	Performance Score Average	Should this judge be retained?	
		Yes	No
Supreme Court			
Justice Elissa Cadish	-	85.2%	14.8%
Justice Mark Gibbons	-	-	-
Justice James Hardesty	-	88.5%	11.5%
Justice Ron Parraguirre	-	86.7%	13.3%
Justice Kristine Pickering	-	90.2%	9.8%
Justice Abbi Silver	-	70.0%	30.0%
Justice Lidia Stiglich	-	92.8%	7.2%

Nevada Court of Appeals

Judge Bonnie Bulla	-	68.2%	31.8%
Judge Michael Gibbons	-	84.8%	15.2%
Judge Jerome Tao	-	47.6%	52.4%

General Jurisdiction

Judge Kathleen Drakulich (Dept. 1)	4.5	95.5%	4.5%
Judge Jerry Polaha (Dept. 3)	4.1	86.9%	13.1%
Judge Connie Steinheimer (Dept. 4)	3.9	75.5%	24.5%
Judge Lynne Simons (Dept. 6)	3.9	80.6%	19.4%
Judge Egan Walker (Dept. 7)	4.1	82.5%	17.5%
Judge Barry Breslow (Dept. 8)	3.8	70.9%	29.1%
Judge Scott Freeman (Dept. 9)	4.2	92.2%	7.8%
Judge Elliott Sattler (Dept. 10)	4.6	97.2%	2.8%
Judge David Hardy (Dept. 15)	4.2	87.9%	12.1%

Family Division

Judge Dixie Grossman (Dept. 2)	4.7	97.8%	2.2%
Judge Cynthia Lu (Dept. 5)	4.1	88.1%	11.9%
Judge Chuck Weller (Dept. 11)	2.8	-	-
Judge Sandra Unsworth (Dept. 12)	4.4	94.4%	5.6%
Judge Bridget Robb (Dept. 13)	3.9	78.6%	21.4%
Judge Tamatha Schreinert (Dept. 14)	4.5	100.0%	0.0%

WASHOE COUNTY BAR ASSOCIATION JUDICIAL SURVEY 2020

		Should this judge be retained?	
	Performance Score Average	Yes	No
Court Commissioners			
Discovery Commissioner Wesley Ayres	4.7	-	-
Probate Commissioner Edmund Gorman, Jr.	4.5	-	-

Court Masters - Family Division

Amy Banales	4.4	-	-
Paige Dollinger	4.5	-	-
Alison Testa	4.0	-	-
Greg Shannon	3.2	-	-

Justice of the Peace – Washoe County

Judge E. Alan Tiras (Incline Village)	4.2	69.2%	30.8%
Judge Derek Dreilling, (Reno Dept. 1)	4.3	100.0%	0.0%
Judge Pete Sferrazza, (Reno Dept. 2)	2.8	32.4%	67.6%
Judge Ryan Sullivan, (Reno Dept. 3)	4.1	76.2%	23.8%
Judge Scott Pearson, (Reno, Dept. 4)	4.4	97.3%	2.7%
Judge David Clifton, (Reno, Dept. 5)	4.2	86.8%	13.2%
Judge Pierre Hascheff, (Reno, Dept. 6)	4.2	87.8%	12.2%
Judge Chris Wilson, (Sparks, Dept. 1)	3.8	74.1%	25.9%
Judge Kevin Higgins, (Sparks, Dept. 2)	4.2	94.1%	5.9%
Judge Jessica Longley, (Sparks, Dept. 3)	4.3	89.5%	10.5%
Judge Terry Graham, (Wadsworth)	4.0	87.5%	12.5%

Municipal Courts – Washoe County

Judge Gene Drakulich (Reno, Dept. 1)	4.2	88.9%	11.1%
Judge Shelly O'Neill (Reno, Dept. 2)	4.2	81.0%	19.0%
Judge Dorothy Nash Holmes (Reno, Dept. 3)	4.2	76.9%	23.1%
Judge Tammy Riggs (Reno, Dept. 4)	4.4	84.6%	15.4%
Judge Barbara McCarthy (Sparks, Dept. 1)	4.5	100.0%	0.0%
Judge James Spoo (Sparks, Dept. 2)	3.9	80.0%	20.0%

EXHIBIT “2”

EXHIBIT “2”

IS JUSTICE FOR SALE IN WASHOE COUNTY?



ORRIN J. H. JOHNSON

OCTOBER 25TH, 2020 - 2:00AM

This last week, one of my clients finally got his day in court. He had pled not guilty in January and invoked his right to a speedy trial, which was set for March. Less than two weeks before his case was set to be judged by a jury of his peers, the courthouse closed.

He was not alone – dozens of Washoe County Jail inmates have tried to demand this fundamental right, but have languished in jail while our overreaction to COVID-19 has undermined the most basic foundations of the institutions necessary to maintain a free society.

My case last week was the third jury trial since they resumed last month. The preparation had been intense and impressive, not just from the extraordinary presiding judge, Judge Kathleen Drakulich, but from the entirety of the Second Judicial District Court bench, court staff, and the Washoe County Sheriff's Office (WCSO deputies staff the court as bailiffs). As a result, my client was able to get his day in court, and the wheels of justice rolled forward, as they always must if we are to retain our freedoms and liberties.

Among the judges most involved with all of the planning for resuming was Elliott Sattler, who is the only general jurisdiction District Court judge to face a challenger in Washoe County this cycle. This was somewhat of a surprise, given the fact that Judge Sattler is the highest rated general jurisdiction District Court judge in the courthouse, according to the Washoe County Bar Association's bi-annual survey of lawyers who appear in front of those judges. His work ethic, preparation, and legal knowledge are legendary, but he also takes the time (and always has, even when he was practicing law as a prosecutor) to mentor and train younger lawyers.

I was recently at the home of one of my colleagues, another former public defender who let's just say probably will not be voting for many of the same people I will be. But both of us have an Elliott Sattler sign in our yards, because we know the people of Washoe County – including everyone involved in the criminal justice system – live in a more just society because Sattler sits on the bench.

Nevertheless, being a good judge means sometimes you piss people off, because true “equal justice under the law” doesn’t take into consideration wealth and power. The problem is that when we elect judges, we give wealth and power too much weight on Lady Justice’s scales.

About a year ago, I got a call from someone who was asking (somewhat mysteriously) about my interest in running to be a judge, with an implication that if I was interested, the campaign would be fully funded. It also was clear from that conversation that the mysterious would-be-benefactor was interested in targeting a sitting judge, although it wasn’t until a month or so later that it was made clear to me who that judge was – Judge Sattler. Not desiring to run against both a great judge (and a personal friend and mentor to me, in full candor), I demurred. I later learned that at least half a dozen of my other colleagues had also been contacted to run against Judge Sattler, with all of them refusing until the mystery money man finally got his candidate at the eleventh hour.

Now, I don’t particularly like that we elect judges in head-to-head political campaigns (and no, there is no such thing as a non-political effort to garner votes for someone, even in a non-partisan race). But since that’s our system, I don’t have a problem with a citizen or group of citizens getting together and challenging an incumbent. Such challenges were designed to be a check on bad judges, who from time to time are able to get themselves elected in the first place.

But it requires tremendous diligence on the part of the voting public to ensure that what should be a check on bad judges doesn’t turn into the ability for rich people to buy judicial seats to ensure their court battles go their way (or to punish more independently-minded jurists). The canons of judicial ethics include special rules which severely limit what can be said during a judicial race (which I think is a mistake – if we’re going to have an election, go whole hog with it and let the people decide).

These restrictions, along with a judge's day-to-day duties and performance being invisible to most members of the general public, can turn such races into pure name-recognition/popularity contests, which obviously makes the ability to buy billboards or internet ads a too-important factor.

Judge Sattler's challenger, Kathleen Sigurdson, no doubt received a similar call to the one I got last year. Her funding comes almost entirely from a single source, a California billionaire who bought a casino and thought that entitled him to buy justice, too. I don't know her, but no doubt plenty of her colleagues do – and to date, only four (four!) other lawyers have been willing to come out and endorse her, compared to the endless list from across political and legal spectrums supporting Judge Sattler. Not only did I endorse Judge Sattler months ago, but I contributed \$700 to his campaign.

And when you compare their responses to general questions about their judicial approaches, the contrast between the two gets even more stark. (Sigurdson answers basic questions about why she's running or questions of criminal justice as if she's never actually considered them before, which is flat out bizarre.)

What is most troubling is that Sigurdson's patron is so dishonest about the patronage. Grand Sierra Resort owner Alex Meruelo, through spokesman Andrew Diss, claimed they didn't meet or decide to fund Sigurdson until after she filed, which the calls I and my colleagues received demonstrate to be a flat-out lie. I had been asked to keep that conversation private, which I was happy to do until that silence risked being part of deceiving the public about who was trying to buy "justice," and why.

And as to Sigurdson herself? Well, I have no intention of voting for a judge so obviously for sale, and neither should any of you.

Without the competent, hard-working, and independently-minded judges in the Second Judicial District Court, my client last week either wouldn't have had his day in court at all, or couldn't have counted upon justice being served when that day arrived. Most of our fine sitting judges were either originally appointed, or made their initial run without opposition because they had already received such a broad base of support from colleagues who respected them that any challenge would have been futile.

It is fortunate that in this case, at least, this effort to simply buy a judgeship (and worse, to punish a phenomenal sitting judge for daring to scrupulously apply the law equally to all) is soooooo amateurishly transparent. Not all such efforts are or will be in the future, which is why we should either appoint all of our judges, and/or conduct retention elections only for judges as a public check on the system.

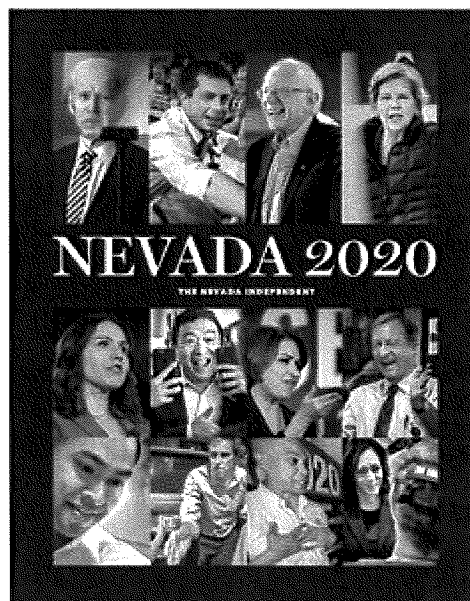
In the meantime, however, we must be vigilant in these types of races, looking beyond mere name-recognition to ensure our system of justice for all remains in competent, independent hands.

Orrin Johnson has been writing and commenting on Nevada and national politics since 2007. He started with an independent blog, [First Principles](#), and was a regular columnist for the [Reno Gazette-Journal](#) from 2015-2016. By day, he is a [criminal defense attorney in Reno](#). Follow him on Twitter [@orrinjohnson](#), or contact him at orrin@orrinjohnson.com.

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Nevada 2020 Photo Book - \$19.99

EXHIBIT “3”

EXHIBIT “3”

Print Help? **PRINT****CONTRIBUTIONS AND EXPENSES REPORT****State of Nevada****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name

Office (if applicable)

District (if applicable)

3055 Lyon Lane, Washoe Valley, NV, 89704**775-337-0300**

Mailing Address

Telephone No.

k_sigurdson@msn.com

E-Mail Address

Select Appropriate Box(es)**CANDIDATE****LEGAL DEFENSE FUND** What is this?**AMENDED****Report #1 - Due April 15, 2020**

Period: Jan 01, 2020 - Mar 31, 2020

**Report #2 - Due July 15, 2020**

Period: Apr 01, 2020 - Jun 30, 2020

**Report #3 - Due October 15, 2020**

Period: Jul 01, 2020 - Sep 30, 2020

**Report #4 - Due January 15, 2021**

Period: Oct 01, 2020 - Dec 31, 2020

**Annual Filing - Due January 15, 2021**

Period: Jan 01, 2020 - Dec 31, 2020

FILED

Apr 15 2020

**BARBARA K.
CEGAVSKE
SECRETARY OF STATE**

FOR OFFICE USE ONLY

*** Report #4 suffices for the 2021 Annual CE Filing only if Report #'s 1, 2, 3, are previously filed this period.****CONTRIBUTIONS SUMMARY**

1. Total Monetary Contributions Received in Excess of \$100
2. Total Monetary Contributions in the Form of Loans Guaranteed by a 3rd-Party in Excess of \$100
3. Total Monetary Contributions in the Form of Loans that were Forgiven in Excess of \$100
4. Total Amount of Written Commitments for Contributions in Excess of \$100
5. Total Value of In Kind Contributions in Excess of \$100
6. Total Value of Written Commitments for In Kind Contributions in Excess of \$100
7. Total Amount of all Contributions of \$100 or less
8. Total Amount of All Contributions (Add Lines 1 through 7)

This Period	Cumulative From Beginning of Report Period #1 Through End of This Reporting Period
\$ 23,000.00	\$ 23,000.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 23,000.00	\$23,000.00

EXPENSES SUMMARY

9. Total Monetary Expenses Paid in Excess of \$100
10. Total Value In Kind Expenses in Excess of \$100
11. Total Amount of all Expenses of \$100 or less
12. Total Amount of All Expenses (Add Lines 9 through 11)

\$ 8,627.36	\$8,627.36
\$ 0.00	\$0.00
\$ 0.00	\$0.00
\$ 8,627.36	\$8,627.36

ENDING FUND BALANCE

13. Fund balance at the end of the reporting period

\$14372.64**AFFIRMATION****I Declare Under Penalty of Perjury That the Foregoing is True and Correct.****AND****I have agreed to the following terms and conditions:**

I declare, under penalty of perjury or under an oath to God, that the information I submitted herein to the Secretary of State for the State of Nevada is true and correct, and is not submitted for any improper purpose, and that I am authorized to submit the information, and to the best of my knowledge complies with NRS Chapter 294A. I have reviewed the NRS 225.083 Notice. I understand it is unlawful to submit any illegal, unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by state and federal law, to the Secretary of State, and agree to indemnify the Secretary of State, and any other parties entitled thereto, for any damages incurred for any unlawful, unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by the federal and state law, submitted to the Secretary of State by my use of this electronic filing system. I further understand that I may be subject to criminal (NRS 239.330) and/or civil (NRS 225.084) penalties for submitting any unlawful unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by federal and state law. I understand and agree that all information submitted is the property of the Secretary of State, and may be monitored for all lawful purposes. I further understand that during such monitoring, all information, including personal information placed on this system, may be examined, copied, and used for any authorized purpose. By submitting this report I intend to identify myself as the authorized person signing this document and with the present intent to authenticate my signature as such.

Kathleen Sigurdson**04/15/2020**

Signature

Date

R.App.0407

**MONETARY
CONTRIBUTIONS**Report Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**


Name (print)

Office (if applicable)

District (if applicable)

**MONETARY CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE CONTRIBUTOR, THAT EXCEED \$100**

(Transfer Total Amount of All Monetary Contributions to Lines 1, 2, or 3, As Applicable, of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE CONTRIBUTION</u>	<u>DATE OF CONTRIBUTION</u> 	<u>AMOUNT OF CONTRIBUTION</u>	<u>CHECK HERE IF LOAN</u>	<u>NAME AND ADDRESS OF 3rd PARTY IF LOAN GUARANTEED BY 3rd PARTY</u>	<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO FORGAVE THE LOAN, IF DIFFERENT THAN CONTRIBUTOR</u>
Grand Sierra 2500 E. Second St. Reno, NV 89595	01/31/2020	\$10,000.00			
Sahara 2535 Las Vegas Blvd S Las Vegas, NV 89109	02/21/2020	\$10,000.00			
Andrew Dannnin 888 Timber Walk Drive Henderson, NV 89052	03/13/2020	\$2,500.00			
Jason Mills 2200 S Rancho Dr Ste 140 Las Vegas, NV 89102	03/13/2020	\$500.00			

WRITTEN COMMITMENTSReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**


Name (print)

Office (if applicable)

District (if applicable)

**WRITTEN COMMITMENTS FOR CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE ENTITY, THAT EXCEED \$100**

(Transfer Total Amount of All Written Commitments to Line 4 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE THE COMMITMENT</u>	<u>DATE OF COMMITMENT</u> 	<u>AMOUNT OF COMMITMENT</u>

R.App.0408

IN KIND CONTRIBUTIONSReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

**IN KIND CONTRIBUTIONS IN EXCESS OF \$100 OR,
 WHEN ADDED TOGETHER FROM ONE CONTRIBUTOR, THAT EXCEED \$100**
 (Transfer Total Value of All In Kind Contributions to Line 5 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE IN KIND CONTRIBUTION</u>	<u>DATE OF IN KIND CONTRIBUTION</u>	<u>DESCRIPTION OF IN KIND CONTRIBUTION</u>	<u>VALUE OR COST OF IN KIND CONTRIBUTION</u>	<u>CHECK HERE IF LOAN</u>	<u>NAME AND ADDRESS OF 3rd PARTY IF LOAN GUARANTEED BY 3rd PARTY</u>	<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO FORGAVE THE LOAN, IF DIFFERENT THAN CONTRIBUTOR</u>

R.App.0409

**WRITTEN COMMITMENTS FOR IN KIND
CONTRIBUTIONS**
Report Period **# 1**
Kathleen Sigurdson
District Court Judge, District 2, Department 10

Name (print)

Office (if applicable)

District (if applicable)

**WRITTEN COMMITMENTS FOR IN KIND CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE ENTITY, THAT EXCEED \$100**

(Transfer Total Value of All In Kind Written Commitments to Line 6 of Contributions Summary)

NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE THE IN KIND WRITTEN COMMITMENT	DATE OF IN KIND WRITTEN COMMITMENT	VALUE OF IN KIND WRITTEN COMMITMENT

R.App.0410

EXPENSE CATEGORIESReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

EXPENSE CATEGORIES (NRS 294A.365)

CATEGORIES	CODE
Office expenses	A
Expenses related to volunteers	B
Expenses related to travel	C
Expenses related to advertising	D

R.App.0411

Expenses related to paid staff	E
Expenses related to consultants	F
Expenses related to polling	G
Expenses related to special events	H
Expenses related to legal defense fund	I
Goods and services provided in kind for which money would otherwise have been paid	J
Contributions made to: (i) another candidate; (ii) a nonprofit corporation that is registered or required to be registered pursuant to NRS 294A.225; (iii) a PAC that is registered or required to be registered pursuant to NRS 294A.230; or (iv) a Recall Committee that is registered or required to be registered pursuant to NRS 294A.250	K
Fees for filing declarations of candidacy or acceptances of candidacy	L
Repayments or forgiveness of loans	M
Disposal of unspent contributions pursuant to NRS 294A.160	N
Other miscellaneous expenses	O

¹ NRS 294A.362 requires "In Kind" contributions and expenses to be reported on a separate form, which is attached hereto.

MONETARY EXPENSESReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

MONETARY EXPENSES IN EXCESS OF \$100

(Transfer Total Amount of All Campaign Expenses to Line 9 of Expenses Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO RECEIVED THE PAYMENT FOR THE EXPENSE</u>	<u>CATEGORY</u> (NRS 294A.365)	<u>DATE OF EXPENSE</u>	<u>AMOUNT OF EXPENSE</u>
PPP Polling 2912 Highwood Blvd Ste 201 Raleigh, NC 27604	G	02/24/2020	\$5,000.00
Tallac Strategies 1280 Terminal Way 35 Reno, NV 89502	E	03/05/2020	\$2,727.36
Nicholas Powell 3510 Comstock Dr Reno, NV 89512	F	03/06/2020	\$400.00
Hasbara 321 S. Arlington Reno, NV 89501	F	03/06/2020	\$500.00

IN KIND EXPENSESReport Period **# 1****Kathleen Sigurdson****District Court Judge, District 2, Department 10**


Name (print)

Office (if applicable)

District (if applicable)

IN KIND EXPENSES IN EXCESS OF \$100

(Transfer Total Value of All In-Kind Expenses to Line 10 of Expenses Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO RECEIVED THE IN KIND GOOD OR SERVICE</u>	<u>DESCRIPTION OF IN KIND EXPENSE</u>	<u>DATE OF IN KIND EXPENSE</u> 	<u>VALUE OR COST OF IN KIND EXPENSE</u>

EL201

Revised: 8-13-13

NRS 294A.120; 294A.125;

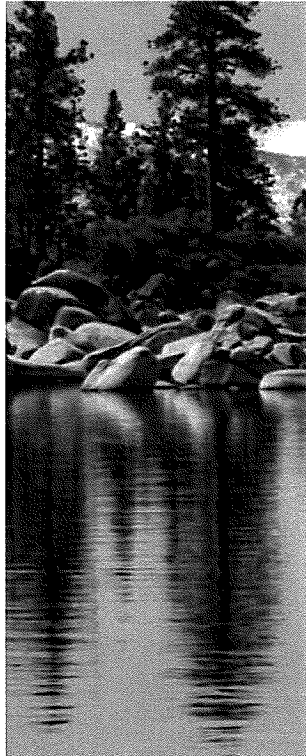
294A.160; 294A.200;

294A.362; 294A.373

R.App.0413

EXHIBIT “4”

EXHIBIT “4”



Grand Sierra

Back to Search

Entity Type Contributor
Address 2500 E. Second St.
Reno, NV 89595
Total Contributions Amount \$17,528.00

View all contributions from contributors with the same or similar name
View all contributions from contributors with the same or similar address

Contributions Made by Grand Sierra

4 contributions found totaling \$17,528.00.

Contribution Date	File Date	Contribution Amount	Contribution Type	Recipient	Report
1/31/2020	4/15/2020	\$10,000.00	Monetary Contribution	Kathleen Sigurdson	2020 CE Report 1
12/11/2018	1/15/2019	\$1,528.00	In Kind Written Commitment	Bonnie Weber	2018 CE Report 5
12/27/2017	5/16/2018	\$5,000.00	Monetary Contribution	Jason Frierson	2018 Annual CE Filing (Amended)
7/20/2016	1/16/2017	\$1,000.00	Monetary Contribution	Amber Joiner	2016 CE Report 3 (Amended)

Export results to: Excel CSV PDF

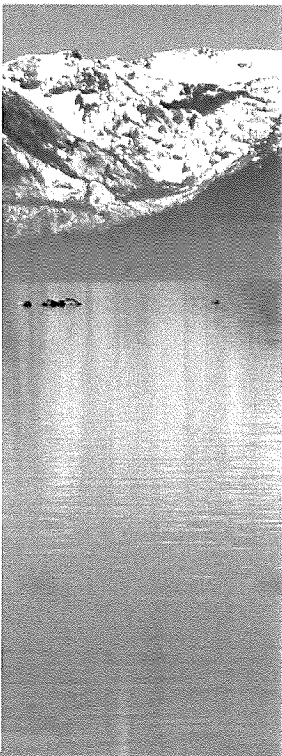


EXHIBIT “5”

EXHIBIT “5”

Print Help? **PRINT****CONTRIBUTIONS AND EXPENSES REPORT****State of Nevada****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name

Office (if applicable)

District (if applicable)

3055 Lyon Lane, Washoe Valley, NV, 89704**775-337-0300**

Mailing Address

Telephone No.

k_sigurdson@msn.com

E-Mail Address

Select Appropriate Box(es)☒ **CANDIDATE**☐ **LEGAL DEFENSE FUND** What is this?☐ **AMENDED****Report #1 - Due April 15, 2020**

Period: Jan 01, 2020 - Mar 31, 2020

**Report #2 - Due July 15, 2020**

Period: Apr 01, 2020 - Jun 30, 2020

**Report #3 - Due October 15, 2020**

Period: Jul 01, 2020 - Sep 30, 2020

**Report #4 - Due January 15, 2021**

Period: Oct 01, 2020 - Dec 31, 2020

**Annual Filing - Due January 15, 2021**

Period: Jan 01, 2020 - Dec 31, 2020

FILED

Oct 15 2020

**BARBARA K.
CEGAVSKE
SECRETARY OF STATE**

FOR OFFICE USE ONLY

*** Report #4 suffices for the 2021 Annual CE Filing only if Report #'s 1, 2, 3, are previously filed this period.****CONTRIBUTIONS SUMMARY**

	This Period	Cumulative From Beginning of Report Period #1 Through End of This Reporting Period
1. Total Monetary Contributions Received in Excess of \$100	\$ 95,200.00	\$ 120,000.00
2. Total Monetary Contributions in the Form of Loans Guaranteed by a 3rd-Party in Excess of \$100	\$ 0.00	\$0.00
3. Total Monetary Contributions in the Form of Loans that were Forgiven in Excess of \$100	\$ 0.00	\$0.00
4. Total Amount of Written Commitments for Contributions in Excess of \$100	\$ 0.00	\$0.00
5. Total Value of In Kind Contributions in Excess of \$100	\$ 0.00	\$0.00
6. Total Value of Written Commitments for In Kind Contributions in Excess of \$100	\$ 0.00	\$0.00
7. Total Amount of all Contributions of \$100 or less	\$ 885.00	\$985.00
8. Total Amount of All Contributions (Add Lines 1 through 7)	\$ 96,085.00	\$120,985.00

EXPENSES SUMMARY

9. Total Monetary Expenses Paid in Excess of \$100	\$ 118,367.95	\$135,777.75
10. Total Value In Kind Expenses in Excess of \$100	\$ 0.00	\$0.00
11. Total Amount of all Expenses of \$100 or less	\$ 23.70	\$108.40
12. Total Amount of All Expenses (Add Lines 9 through 11)	\$ 118,391.65	\$135,886.15

ENDING FUND BALANCE

13. Fund balance at the end of the reporting period	\$0.00
--	---------------

AFFIRMATION☒ **I Declare Under an Oath to God that the Forgoing is True and Correct**** A declaration under an oath to God is subject to the same penalties as declaration under perjury
AND☒ **I have agreed to the following terms and conditions:**

I declare, under penalty of perjury or under an oath to God, that the information I submitted herein to the Secretary of State for the State of Nevada is true and correct, and is not submitted for any improper purpose, and that I am authorized to submit the information, and to the best of my knowledge complies with NRS Chapter 294A. I have reviewed the NRS 225.083 Notice. I understand it is unlawful to submit any illegal, unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by state and federal law, to the Secretary of State, and agree to indemnify the Secretary of State, and any other parties entitled thereto, for any damages incurred for any unlawful, unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by the federal and state law, submitted to the Secretary of State by my use of this electronic filing system. I further understand that I may be subject to criminal (NRS 239.330) and/or civil (NRS 225.084) penalties for submitting any unlawful unauthorized, fraudulent, forged, deceptive, defamatory, illicit, or improper information, as defined by federal and state law. I understand and agree that all information submitted is the property of the Secretary of State, and may be monitored for all lawful purposes. I further understand that during such monitoring, all information, including personal information placed on this system, may be examined, copied, and used for any authorized purpose. By submitting this report I intend to identify myself as the authorized person signing this document and with the present intent to authenticate my signature as such.

Kathleen Sigurdson**10/15/2020**

Signature

Date

R.App.0418

**MONETARY
CONTRIBUTIONS**Report Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

**MONETARY CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE CONTRIBUTOR, THAT EXCEED \$100**

(Transfer Total Amount of All Monetary Contributions to Lines 1, 2, or 3, As Applicable, of Contributions Summary)

NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE CONTRIBUTION	DATE OF CONTRIBUTION	AMOUNT OF CONTRIBUTION	CHECK HERE IF LOAN	NAME AND ADDRESS OF 3rd PARTY IF LOAN GUARANTEED BY 3rd PARTY	NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO FORGAVE THE LOAN, IF DIFFERENT THAN CONTRIBUTOR
Anne Sigurdson 4023 Clover Creek Reno, NV 89519	08/07/2020	\$5,000.00			
Ellen Driscoll 1195 Sherwood Dr. Reno, NV 89509	08/12/2020	\$50.00			
Donna Blackmore 1595 Wheatgrass Dr Reno, NV 89509	08/12/2020	\$50.00			
Lorne Butner 1471 Fraun Court Reno, NV 89519	08/13/2020	\$100.00			
D. Jean Myles 2055 Regent St. Reno, NV 89509	08/13/2020	\$200.00			
Kenneth Meyer 1270 Meridian Ranch Dr Reno, NV 89523	08/17/2020	\$100.00			
Linda Turner 1340 Walking Stick Way Reno, NV 89523	08/19/2020	\$25.00			
Heather Butler Skin Care LLC 465 W. Peckham Reno, NV 89509	08/20/2020	\$100.00			
Jane Cates 567 Mogul Mountain Dr Reno, NV 89523	08/20/2020	\$100.00			
Marta Elis 1045 W. Waverly Dr. Reno, NV 89519	08/27/2020	\$50.00			
J. A. Karhohs 4855 Lakeridge Reno, NV 89509	09/01/2020	\$50.00			
Douglas Ramseth 3333 Menlo Ct Reno, NV 89509	09/05/2020	\$50.00			
Meruelo Media Holdings 4975 W. Pico Blvd Los Angeles, CA 90019	09/14/2020	\$10,000.00			
KLOS Radio, LLC 2600 W. Olive St. Ste 800 Burbank, CA 91505	09/14/2020	\$10,000.00			
KPWR Radio, LLC 2600 W. Olive St. Ste 800 Burbank, CA 91505	09/14/2020	\$10,000.00			
KDAY Radio, LLC 2600 W. Olive St. Ste 800 Burbank, CA 91505	09/14/2020	\$10,000.00			
Herman Weissker, Inc 1645 Brown Ave. Riverside, CA 92509	09/14/2020	\$10,000.00			
Cantamar Property Mgmt, Inc. 9550 Firestone Blvd. #105 Downey, CA 90241	09/14/2020	\$10,000.00			
Herman Weissker Power, Inc.	09/14/2020	\$10,000.00			

R.App.0419

9550 Firestone Blvd. #105 Downey, CA 90241					
<u>One Call Construction Services</u> 9550 Firestone Blvd. #105 Downey, CA 90241	09/14/2020	\$10,000.00			
<u>Doty Bros Equipment Co</u> 11232 E. Firestone Blvd Norwalk, CA 90650	09/14/2020	\$10,000.00			
<u>Jane Grossman</u> 1665 Green Ash Rd Reno, NV 89511	09/15/2020	\$90.00			
<u>Dave Cherry</u> 4465 Boca Way Spc 102 Reno, NV 89502	09/19/2020	\$20.00			
<u>Denise Brooks</u> 1148 Spartan Ave. Carson City, NV 89701	09/21/2020	\$50.00			
<u>Mary Sherman</u> 1270 Meridian Ranch Dr Reno, NV 89523	09/30/2020	\$50.00			

WRITTEN COMMITMENTSReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

**WRITTEN COMMITMENTS FOR CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE ENTITY, THAT EXCEED \$100**

(Transfer Total Amount of All Written Commitments to Line 4 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE THE COMMITMENT</u>	<u>DATE OF COMMITMENT</u> ↑	<u>AMOUNT OF COMMITMENT</u>

R.App.0420

IN KIND CONTRIBUTIONSReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

**IN KIND CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE CONTRIBUTOR, THAT EXCEED \$100**

(Transfer Total Value of All In Kind Contributions to Line 5 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE IN KIND CONTRIBUTION</u>	<u>DATE OF IN KIND CONTRIBUTION</u> ↑	<u>DESCRIPTION OF IN KIND CONTRIBUTION</u>	<u>VALUE OR COST OF IN KIND CONTRIBUTION</u>	<u>CHECK HERE IF LOAN</u>	<u>NAME AND ADDRESS OF 3rd PARTY IF LOAN GUARANTEED BY 3rd PARTY</u>	<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO FORGAVE THE LOAN, IF DIFFERENT THAN CONTRIBUTOR</u>

R.App.0421

WRITTEN COMMITMENTS FOR IN KIND CONTRIBUTIONSReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**


Name (print)

Office (if applicable)

District (if applicable)

**WRITTEN COMMITMENTS FOR IN KIND CONTRIBUTIONS IN EXCESS OF \$100 OR,
WHEN ADDED TOGETHER FROM ONE ENTITY, THAT EXCEED \$100**

(Transfer Total Value of All In Kind Written Commitments to Line 6 of Contributions Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO MADE THE IN KIND WRITTEN COMMITMENT</u>	<u>DATE OF IN KIND WRITTEN COMMITMENT</u> 	<u>VALUE OF IN KIND WRITTEN COMMITMENT</u>

R.App.0422

EXPENSE CATEGORIESReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

EXPENSE CATEGORIES (NRS 294A.365)

CATEGORIES	CODE
Office expenses	A
Expenses related to volunteers	B
Expenses related to travel	C
Expenses related to advertising	D
Expenses related to paid staff	E
Expenses related to consultants	F
Expenses related to polling	G
Expenses related to special events	H

R.App.0423

Expenses related to legal defense fund	I
Goods and services provided in kind for which money would otherwise have been paid	J
Contributions made to: (i) another candidate; (ii) a nonprofit corporation that is registered or required to be registered pursuant to NRS 294A.225; (iii) a PAC that is registered or required to be registered pursuant to NRS 294A.230; or (iv) a Recall Committee that is registered or required to be registered pursuant to NRS 294A.250	K
Fees for filing declarations of candidacy or acceptances of candidacy	L
Repayments or forgiveness of loans	M
Disposal of unspent contributions pursuant to NRS 294A.160	N
Other miscellaneous expenses	O

1 NRS 294A.362 requires "In Kind" contributions and expenses to be reported on a separate form, which is attached hereto.

MONETARY EXPENSESReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

MONETARY EXPENSES IN EXCESS OF \$100

(Transfer Total Amount of All Campaign Expenses to Line 9 of Expenses Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO RECEIVED THE PAYMENT FOR THE EXPENSE</u>	<u>CATEGORY (NRS 294A.365)</u>	<u>DATE OF EXPENSE</u>	<u>AMOUNT OF EXPENSE</u>
Tallac Strategies 1280 Terminal Way #35 Reno, NV 89502	F	07/25/2020	\$5,650.00
	F	09/06/2020	\$8,679.08
Nevada State Bank PO Box 990 LAS VEGAS, NV 89125	O	07/30/2020	\$2.50
	O	08/30/2020	\$2.50
	O	09/30/2020	\$2.50
Anedot 4017 Buena Vist St #109 Dallas, TX 75204	O	08/13/2020	\$2.30
	O	08/18/2020	\$4.30
	O	09/16/2020	\$3.90
	O	09/20/2020	\$1.10
	O	09/22/2020	\$2.30
	O	09/30/2020	\$2.30
Nevada State Democratic Party 2320 Paseo Del Prado Ste B107 Las Vegas, NV 89102	O	09/13/2020	\$1,500.00
Benjamin Challinor 627 C Street Apt R Sparks, NV 89431	O	09/14/2020	\$250.00
Ace Studios 3500 Lakeside Ct Suite 214 Reno, NV 89509	F	09/15/2020	\$4,000.00
	F	09/21/2020	\$175.87
	F	09/23/2020	\$7,800.00
Reno Type 1020 S Rock Blvd Reno, NV 89502	D	09/15/2020	\$5,000.00
Spectrum PO Box 94188 Palatine, IL 60094	D	09/18/2020	\$24,922.00

R App 0424

<u>KTVN</u> PO Box 7220 Reno, NV 89510	D	09/18/2020	\$20,689.00
<u>KRNV</u> 1790 Vassar St. Reno, NV 89502	D	09/18/2020	\$12,835.00
<u>KOLO</u> P.O. BOX 10000 Reno, NV 89502	D	09/18/2020	\$16,567.00
<u>Gatusso Coalition</u> 615 Riverside Drive Ste. 201 Reno, NV 89502	F	09/18/2020	\$4,800.00
<u>Public Policy Polling</u> 2912 Highwoods Blvd. Suite 201 Raleigh, NC 27604	O	09/21/2020	\$5,500.00

IN KIND EXPENSESReport Period **# 3****Kathleen Sigurdson****District Court Judge, District 2, Department 10**

Name (print)

Office (if applicable)

District (if applicable)

IN KIND EXPENSES IN EXCESS OF \$100

(Transfer Total Value of All In-Kind Expenses to Line 10 of Expenses Summary)

<u>NAME AND ADDRESS OF PERSON, GROUP OR ORGANIZATION WHO RECEIVED THE IN KIND GOOD OR SERVICE</u>	<u>DESCRIPTION OF IN KIND EXPENSE</u>	<u>DATE OF IN KIND EXPENSE</u>	<u>VALUE OR COST OF IN KIND EXPENSE</u>

R.App.0425

EL201

Revised: 8-13-13

NRS 294A.120; 294A.125;

294A.160; 294A.200;

294A.362; 294A.373

EXHIBIT “6”

EXHIBIT “6”

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

SB GAMING, LLC

Entity Number:

E0078872014-5

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

02/13/2014

NV Business ID:

NV20141104979

Termination Date:

Perpetual

Annual Report Due Date:

2/28/2021

Series LLC:**Restricted LLC:****REGISTERED AGENT INFORMATION**

Name of Individual or Legal Entity:

C T CORPORATION SYSTEM

Status:

Active

CRA Agent Entity Type:**Registered Agent Type:**

Commercial Registered Agent

NV Business ID:

NV20191497453

Office or Position:**Jurisdiction:**

DELAWARE

Street Address:

701 S CARSON ST STE 200, Carson City, NV, 89701, USA

Mailing Address:**Individual with Authority to Act:**

MATTHEW TAYLOR

Fictitious Website or Domain Name:**OFFICER INFORMATION**☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
Manager	Alex Meruelo	2500 E. 2nd Street, Reno, NV, 89595, USA	01/14/2020	Active

Page 1 of 1, records 1 to 1 of 1

[Filing History](#)[Name History](#)[Mergers/Conversions](#)

[Return to Search](#)

[Return to Results](#)

EXHIBIT “7”


EXHIBIT “7”


Home (/AcclaimWeb/) > FBN (/AcclaimWeb/FBN) > Search Type FFN By Name (/AcclaimWeb/FBN/SearchTypeFbnByName)

FFN Name Search

FFN Name

Date Range Last 3 Years ▼

From Date 11/16/2017 


To Date 11/16/2020 

Select DocTypes...

Document Types

[Export to CSV \(/AcclaimWeb/Search/ExportCsv\)](/AcclaimWeb/Search/ExportCsv)

1 20 ▼ items per page

1 - 4 of 4 items 

Record (/AcclaimWe...	First Direct Name (/Ac...	First Indir...	Instrument # (/A...	Record Date (/A...	Document...
Order	SAHARA LAS VEGAS	LAS VEGAS RESORT HOLDINGS, LLC	201908151012520	08/15/2019	FFN CERTIFICATE
Order	SAHARA LAS VEGAS	SB GAMING, LLC	201908151012524	08/15/2019	FFN CERTIFICATE
Order	SAHARA LAS VEGAS DODGE, CHRYSLER JEEP RAM	CHAPMAN'S LAS VEGAS DODGE LIMITED LIABILITY COMPANY	201908021011860	08/02/2019	FFN CERTIFICATE
Order	SAHARA LAS VEGAS HOTEL AND CASINO	LAS VEGAS RESORT HOLDINGS, LLC	201908151012522	08/15/2019	FFN CERTIFICATE

1 20 ▼ items per page


1 - 4 of 4 items  (/AcclaimWeb/Search/GetSearchResults)

EXHIBIT “8”

EXHIBIT “8”

Corporate Office
9550 Firestone Blvd.
Suite 105

Downey, CA 90241

(o) 562.745.2300

(f) 562.745.2341

EXHIBIT “9”

EXHIBIT “9”



Secretary of State
Statement of Information
 (Limited Liability Company)

LLC-12

19-B92446

FILED

In the office of the Secretary of State
 of the State of California

MAY 16, 2019

This Space For Office Use Only

IMPORTANT — Read instructions **before completing this form.**

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

KLOS RADIO, LLC

2. 12-Digit Secretary of State File Number

201910010209

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 4975 W PICO BLVD	City (no abbreviations) LOS ANGELES	State CA	Zip Code 90019
b. Mailing Address of LLC, if different than item 4a 9550 FIRESTONE BLVD, SUITE 105	City (no abbreviations) Downey	State CA	Zip Code 90241
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 4975 W PICO BLVD	City (no abbreviations) LOS ANGELES	State CA	Zip Code 90019

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
b. Entity Name - Do not complete Item 5a MERUELO MEDIA, LLC			
c. Address 4975 W PICO BLVD	City (no abbreviations) LOS ANGELES	State CA	Zip Code 90019

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) MARIO	Middle Name A	Last Name TAPANES	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 9550 FIRESTONE BLVD, SUITE 105	City (no abbreviations) DOWNEY	State CA	Zip Code 90241

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

RADIO BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

9. The Information contained herein, including any attachments, is true and correct.

05/16/2019

MARIO A TAPANES

Counsel

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

EXHIBIT “10”

EXHIBIT “10”



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

60

17-470433

FILED
Secretary of State
State of California

MAY 30 2017

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

This Space For Office Use Only

1. **Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

KPWR RADIO LLC

2. **12-Digit Secretary of State File Number**

201713510159

3. **State, Foreign Country or Place of Organization** (only if formed outside of California)

4. Business Addresses

a. **Street Address of Principal Office** - Do not list a P.O. Box

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

b. **Mailing Address of LLC, if different than Item 4a**

City (no abbreviations)

State

Zip Code

c. **Street Address of California Office, if Item 4a is not in California** - Do not list a P.O. Box

City (no abbreviations)

State

CA

Zip Code

5. Manager(s) or Member(s)

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. **First Name, if an individual** - Do not complete Item 5b

Middle Name

Last Name

Suffix

b. **Entity Name** - Do not complete Item 5a

MERUELO MEDIA, LLC

c. **Address**

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. **California Agent's First Name** (if agent is not a corporation)

MARIO

Middle Name

A

Last Name

TAPANES

Suffix

b. **Street Address** (if agent is not a corporation) - Do not enter a P.O. Box

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. **California Registered Corporate Agent's Name** (if agent is a corporation) — Do not complete Item 6a or 6b

7. Type of Business

a. **Describe the type of business or services of the Limited Liability Company**

MEDIA BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. **First Name**

Middle Name

Last Name

Suffix

b. **Address**

City (no abbreviations)

State

Zip Code

9. The information contained herein, including any attachments, is true and correct.

5/19/2016

Date

ALEX MERUELO

Type or Print Name of Person Completing the Form

Manager of Meruelo Media, LLC, the Manager

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: **MARIO TAPANES**

Company: **KPWR RADIO LLC**

Address: **9550 FIRESTONE BLVD, SUITE 105**

City/State/Zip: **DOWNEY, CA 90241**

EXHIBIT “11”

EXHIBIT “11”



Secretary of State
Statement of Information
 (Limited Liability Company)

LLC-12

20-B22840

FILED

In the office of the Secretary of State
 of the State of California

MAR 12, 2020

This Space For Office Use Only

IMPORTANT — Read instructions **before** completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

KDAY RADIO, LLC

2. 12-Digit Secretary of State File Number

201407310054

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

b. Mailing Address of LLC, if different than item 4a

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete Item 5a

MERUELO MEDIA, LLC

c. Address

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is **not** a corporation)

Mario

Middle Name

A

Last Name

Tapanes

Suffix

b. Street Address (if agent is **not** a corporation) - **Do not enter a P.O. Box**

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

RADIO BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

9. The Information contained herein, including any attachments, is true and correct.

03/12/2020

Alex Meruelo

President of Manager

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

EXHIBIT “12”

EXHIBIT “12”



California Secretary of State Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: HERMAN WEISSKER, INC.

Entity (File) Number: C0375489

File Date: 04/03/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GE63387

Detailed Filing Information

1. Entity Name: **HERMAN WEISSKER, INC.**
2. Business Addresses:
 - a. Street Address of Principal Office in California:
1645 BROWN AVENUE
Riverside, California 92509
United States of America
 - b. Mailing Address:
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America
 - c. Street Address of Principal Executive Office:
1645 BROWN AVENUE
Riverside, California 92509
United States of America
3. Officers:
 - a. Chief Executive Officer:
LUIS A ARMONA
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America
 - b. Secretary:
MARIO A TAPANES
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America

Document ID: GE63387



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

ALLEN STOLLER
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America

4. Director:

ALEX MERUELO
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

MARIO A TAPANES
9550 FIRESTONE BLVD., SUITE 105
DOWNEY, California 90241
United States of America

6. Type of Business:

UTILITY CONSTRUCTION

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: MARIO A TAPANES

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GE63387



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. LUIS A ARMONA
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: GE63387

EXHIBIT “13”

EXHIBIT “13”



California Secretary of State Electronic Filing



Corporation - Statement of Information No Change

Entity Name: **CANTAMAR PROPERTY MANAGEMENT, INC.**

Entity (File) Number: C2016247

File Date: 08/26/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GH98458

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: **Alex Meruelo**

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GH98458



State of California

Kevin Shelley

Secretary of State

STATEMENT OF INFORMATION

(Domestic Stock Corporation)

S

E-091397

FILED

SACRAMENTO, CALIFORNIA

Dec - 16 2004

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C2016247

CANTAMAR PROPERTY MANAGEMENT, INC.

9550 FIRESTONE BLVD., SUITE 105
DOWNEY, CA 90241

Kevin Shelley

Kevin Shelley
Secretary of State

This Space For Filing Use Only

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE
9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY AND STATE ZIP CODE
ALEX MERUELO 9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

5. SECRETARY/ ADDRESS CITY AND STATE ZIP CODE
ALEX MERUELO 9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

6. CHIEF FINANCIAL OFFICER/ ADDRESS CITY AND STATE ZIP CODE
ALEX MERUELO 9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

7. NAME ADDRESS CITY AND STATE ZIP CODE
ALEX MERUELO 9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

8. NAME ADDRESS CITY AND STATE ZIP CODE

9. NAME ADDRESS CITY AND STATE ZIP CODE

10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY: 0

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 12 must be left blank.)

11. NAME OF AGENT FOR SERVICE OF PROCESS

MARIO A TAPANES

12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
9550 FIRESTONE BLVD., SUITE 105 DOWNEY, CA 90241

TYPE OF BUSINESS

13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

PROPERTY MANAGEMENT

14. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

ALEX MERUELO

PRESIDENT

12/16/2004

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE

EXHIBIT “14”

EXHIBIT “14”



California Secretary of State Electronic Filing

FILED
Secretary of State
State of California

Corporation - Statement of Information

Entity Name: **HERMAN WEISSKER POWER, INC.**

Entity (File) Number: C4084666

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12402

Detailed Filing Information

1. Entity Name: HERMAN WEISSKER POWER, INC.
2. Business Addresses:
 - a. Street Address of Principal Office in California: 1700 E. VIA BURTON STREET
ANAHEIM, California 92806
United States of America
 - b. Mailing Address: 9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America
 - c. Street Address of Principal Executive Office: 1700 E. VIA BURTON STREET
ANAHEIM, California 92806
United States of America
3. Officers:
 - a. Chief Executive Officer: LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America
 - b. Secretary: MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America

Document ID: GJ12402



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

ALLEN S STOLLER
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America

4. Director:

ALEX MERUELO
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

6. Type of Business:

UTILITY CONSTRUCTION

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: MARIO A TAPANES

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GJ12402



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWENY, California 90241
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: GJ12402

EXHIBIT “15”

EXHIBIT “15”



California Secretary of State Electronic Filing

FILED
Secretary of State
State of California

Corporation - Statement of Information

Entity Name: **ONE CALL CONSTRUCTION
SERVICES INC.**

Entity (File) Number: C3808489

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12596

Detailed Filing Information

1. Entity Name: ONE CALL CONSTRUCTION
SERVICES INC.
2. Business Addresses:
 - a. Street Address of Principal
Office in California: 9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - b. Mailing Address: 9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - c. Street Address of Principal
Executive Office: 9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
3. Officers:
 - a. Chief Executive Officer: LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - b. Secretary: MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

Document ID: GJ12596



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

ALLEN S STOLLER
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

4. Director:

LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

MARIO A TAPAPNES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

6. Type of Business:

CONSTRUCTION SUPPORT
SERVICES

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: MARIO A TAPANES

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GJ12596



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. **ALEX MERUELO**
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: GJ12596

EXHIBIT “16”

EXHIBIT “16”



California Secretary of State
Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: **DOTY BROS. EQUIPMENT CO.**

Entity (File) Number: C0369219

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12764

Detailed Filing Information

1. Entity Name: DOTY BROS. EQUIPMENT CO.
2. Business Addresses:
 - a. Street Address of Principal Office in California: 11232 E. FIRESTONE BLVD
NORWALK, California 90650
United States of America
 - b. Mailing Address: 9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - c. Street Address of Principal Executive Office: 11232 E. FIRESTONE BLVD
NORWALK, California 90650
United States of America
3. Officers:
 - a. Chief Executive Officer: LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
 - b. Secretary: MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

Document ID: GJ12764



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

ALLEN S STOLLER
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

4. Director:

ALEX MERUELO
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

MARIO A TAPANES
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America

6. Type of Business:

UTILITY CONSTRUCTIONI

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: MARIO A TAPANES

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GJ12764



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. LUIS A ARMONA
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Document ID: GJ12764

EXHIBIT “17”

EXHIBIT “17”



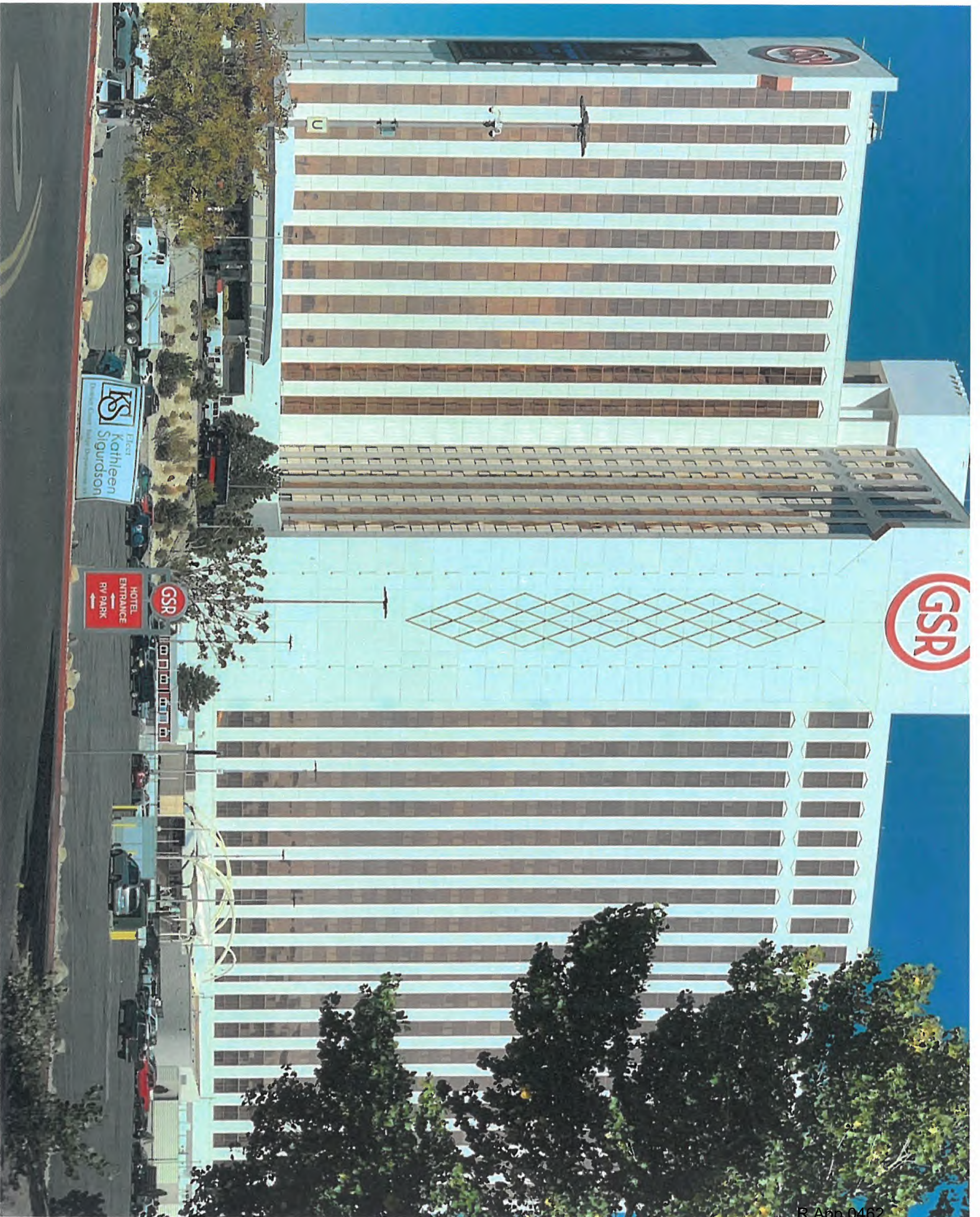








EXHIBIT “18”

EXHIBIT “18”

reno gazette journal

POLITICS

Washoe District Court Election Results: Sigurdson, Dollinger and Robb win races

Kristin Oh Reno Gazette Journal

Published 10:51 p.m. PT Nov. 3, 2020 | Updated 2:17 p.m. PT Nov. 16, 2020

Update: Reno lawyer Kathleen Sigurdson won the judge seat for Washoe District Court Department 10, with 51.40% of the votes. Her competitor, Judge Elliott Sattler, who has been working in the Washoe District Court since 2013, received 48.60% of the votes.

Washoe County released official election results Monday morning.

Sattler had received the highest ranking among general jurisdiction judges in the 2020 Washoe County Bar Association judge survey. According to the survey, Sattler received a ranking of 4.6 and 97.2% of survey participants responded that they believed Sattler should be retained.

Billionaire and owner of the Grand Sierra Resort, Alex Meruelo, made several sizable donations to Sigurdson's campaign.

Meruelo Media Holdings contributed \$10,000 to Sigurdson's campaign on Sept. 14.

She also received \$10,000 donations each from KLOS Radio, KDAY Radio and KPWR Radio. All are owned by Meruelo Media Holdings and based in California. Several of Meruelo's other companies also contributed \$10,000 each to her campaign.

Andrew Diss, vice president of government affairs of GSR, said that it is common for companies from other states to contribute to campaigns, adding that these contributions came from the companies, not Meruelo himself and were all legal donations.

Sigurdson said that she was grateful for all donations she received. Sattler declined to comment.

More: RGJ analysis: California transplants are influencing the vote in Washoe County. Here's how

For the District 11 Family Court judge seat, Family Court Master Paige Dollinger won with 54.51% of the votes. Her competitor, Family Court Master Greg Shannon, received 45.49% of the votes.

Incumbent Judge Bridget Robb won the District Court Department 13 race with 63.31% of the votes. Her competitor and former law clerk, Aaron Bushur, received 36.39% of the votes.

Original: Among the closely watched Washoe County elections, Reno lawyer Kathleen Sigurdson is competing against Judge Elliot Sattler, who has been working in the Washoe District Court since 2013. They are competing for the District Court Department 10 judge seat.

Unofficial results as of Thursday morning show that Sigurdson has a slim lead of 51% of the votes. Sattler has 49% of the votes.

Keep an eye on the Reno Gazette Journal's results page for a first look at local races.

More: Voter guide: Sattler and Sigurdson vie for judge seats in District Court Department 10

District Court Department 11

Fighting for the District Court Department 11 Family Court Judge seat are Court Masters Paige Dollinger and Greg Shannon.

Unofficial results as of Thursday morning show that Dollinger is ahead with 55% of the votes. Shannon has 45% of the votes.

The seat was previously held by Reno Judge Chuck Weller, who decided not to see re-election this year. Early in his career, he was shot by pawn shop millionaire Darren Mack, whose divorce he was presiding over. Weller had a tumultuous final term and was fined \$2,500 by the Nevada Commission on Judicial Discipline for making “disturbing” and “offensive” comments about women.

During the primaries, Dollinger received 45% of the votes and Shannon received 31%.

More: Election 2020: Dollinger, Shannon vie for Chuck Weller's seat in Washoe Family Court

District Court Department 13

Competing for the judge seat in District Court Department 13, Family Court are incumbent Brigit Robb and her former law clerk, Aaron Bushur.

Robb has worked with the Second District Court since 2008. Bushur served as Robb's law clerk from 2008 to 2010. He is currently a lawyer that specializes in family law.

Unofficial results show that Robb has 64% of the votes, according to registrar numbers released Thursday morning. Bushurr has 36% of the votes.

More: Judge Bridget Robb's former clerk Aaron Bushur running against her for family court seat

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G. ROBERTSON, ESQ.
STEFANIE SHARP, ESQ.
JARRAD MILLER, ESQ.
F.SHARP, ESQ.
DAVID MCELHINNEY,
ESQ.
JENNIFER HOSTETLER,
ESQ.
JONATHAN TEW, ESQ.

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1 CODE 3370

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5
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,

Dept. No. 9

11 Vs.
12

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.



Chief District Court Judge

1 CERTIFICATE OF SERVICE

2

3 Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court

4 of the State of Nevada, County of Washoe; that on this 21st day of January, 2021, I deposited for

5 mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached

6 document addressed to:

7

8 [NONE]

9 Further, I certify that on the 21st day of January, 2021, I electronically filed the

10 foregoing with the Clerk of the Court electronic filing system, which will send notice of electronic

11 filing to the following:

12

13 DAVID MCELHINNEY, ESQ. for GAGE VILLAGE COMMERCIAL DEVELOPMENT,

14 LLC et al

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

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

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

18 F. SHARP, ESQ. for RICHARD M TEICHNER

19 JENNIFER HOSTETLER, ESQ. for GAGE VILLAGE COMMERCIAL DEVELOPMENT,

20 LLC et al

21 STEFANIE SHARP, ESQ. for RICHARD M TEICHNER

22 

23 _____

24 Judicial Assistant

25

26

27

28

--FILED--
Administrative Office of the Courts
Date: <u>02/19/21</u>
By: <u>Deborah Cress</u>

**SUPREME COURT OF THE STATE OF NEVADA
ADMINISTRATIVE OFFICE OF THE COURTS**

IN THE MATTER OF THE ASSIGNMENT OF
A SENIOR JUDGE

Order No. 21-00267

MEMORANDUM OF TEMPORARY ASSIGNMENT

WHEREAS all district judges in the Second Judicial District have recused themselves from hearing any and all matters in *Albert Thomas, individually; et al., v. MEI-GSR Holdings, LLC, a Nevada Limited Liability Company; AM-GSR Holdings, LLC, a Nevada Limited Liability Company; Grand Sierra Resort Unit Owners' Association, a Nevada Non Profit Corporation; Gage Village Commercial Development, LLC, a Nevada Limited Liability Company; and Does I – X, inclusive*, Case Number CV12-02222, now therefore,

IT IS HEREBY ORDERED that the Honorable Nancy M. Saitta, Senior Justice, is assigned to hear any and all matters in *Albert Thomas, individually; et al., v. MEI-GSR Holdings, LLC, a Nevada Limited Liability Company; AM-GSR Holdings, LLC, a Nevada Limited Liability Company; Grand Sierra Resort Unit Owners' Association, a Nevada Non Profit Corporation; Gage Village Commercial Development, LLC, a Nevada Limited Liability Company; and Does I – X, inclusive*, Case Number CV12-02222, and she shall have authority to sign any orders arising out of this assignment. The Court shall notify

1 the parties of the assignment and provide Nancy M. Saitta, Senior Justice with any
2 assistance as requested.

3 Entered this 19 day of February 2021.

4 NEVADA SUPREME COURT

5 By: , Justice

6 Copy: The Honorable Nancy M. Saitta, Senior Justice
7 The Honorable Scott Freeman, Chief Judge, Second Judicial District Court
8 Jackie Bryant, Court Administrator, Second Judicial District Court
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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, et. al.,

Plaintiffs,

v.

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

Defendants.

Case No. CV12-02222

Dept No. OJ37

**DEFENDANTS' MOTION FOR INSTRUCTIONS REGARDING REIMBURSEMENT OF
2020 CAPITAL EXPENDITURES**

Defendants MEI-GSR HOLDINGS, LLC ("MEI-GSR"), AM-GSR Holdings, LLC,
GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, and GAGE VILLAGE
COMMERCIAL DEVELOPMENT, LLC (collectively "Defendants") by and through their counsel
at the law firm of Lewis Roca Rothgerber Christie LLP, Motion for Instructions to Receiver
Regarding Reimbursement of 2020 Capital Expenditures. Defendants' Motion is supported by the

1 following memorandum of points and authorities, the papers and pleadings on file herein, and any
2 oral argument the Court will entertain.

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I. INTRODUCTION**

5 Defendants have made substantial upgrades and improvements to the GSR property
6 (“Property”) over the last year, spending more than \$9 million of their own funds during the year
7 2020 in the process. The CC&Rs allow for Unit-Owners’ allocated capital expenditures to be drawn
8 out of the Property’s reserve accounts. The percent of capital allocation is currently 13.79% for
9 Common Area expenditures and 33.58% for Hotel Related expenditures based on the most recent
10 Reserve Study. The CC&Rs further allow for a separate or special assessment to be imposed on all
11 Unit-Owners to return the reserve balances to the required levels consistent with an independent
12 Reserve Study. Accordingly, the allocated amount of \$1,614,505 should be charged against the
13 reserve accounts and a special assessment should be permitted to all Unit-Owners to the extent
14 necessary to ensure maintenance of the appropriate level of reserves as required under the 2020
15 Reserve Study. Defendants request that the Court issue instructions to the Receiver to permit the
16 same.

17 **II. FACTUAL BACKGROUND**

18 **A. CC&Rs**

19 The CC&Rs provide for the creation of reserves for Common Elements and Hotel Expenses.
20 See Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and
21 Reservations of Easements for Hotel-Condominiums Grand Sierra Resort (“CC&Rs”), at §§ 6.2
22 and 6.10, attached in pertinent part as Exhibit 1.

23 **1. Capital Reserve**

24 The Capital Reserve is a special reserve account “used solely for the repair, replacement
25 and restoration of the major components of the Common Elements.” *Id.* at § 6.2. Expenditures for
26 these items, which “may become necessary during the year shall be charged first against the Capital
27

Reserve.” *Id.* Section 6.2 of the CC&Rs provides for a special or separate assessment for the Unit Owner’s proportionate share of Common Expenses:

...The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the reserve study required by the Act, and upon a review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements, repairs and replacements necessary to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. *Expenditures for the repair, replacement and restoration of the major components of the Common Elements which may become necessary during the year shall be charged first against the Capital Reserve...All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount, and such adjusted amount shall be a lien upon applicable Units at such time as the adjusted monthly assessment becomes due.* In addition to the foregoing, any Common Expense not set forth in the annual budget or any increase in assessments over the amount set forth in the adopted annual budget shall be separately assessed against all Unit Owners...

Id. (emphasis added).

2. Hotel Reserve

The CC&Rs further provide for the creation of the Hotel Reserve to be used solely “for making capital expenditures and paying for the costs of deferred maintenance” in connection with certain hotel components. *Id.* at § 6.10(b). The primary purpose of the Hotel Reserve is to reserve “funds for a portion of the costs of the periodic repair, replacement, refurbishment, enhancement and update” of certain components “as may be performed from time to time in the sole and absolute discretion of the Owner of the Declarant” including walls, stucco, paint finishes and repairs, window replacements, elevator cab finishes, boilers, and floor coverings. *Id.* at Ex. E. “Extraordinary expenditures not originally included in the annual estimate which may become

necessary during the year shall be charged first against such portions of any specific contingency reserve or the Hotel Reserve, as applicable, which remains unallocated.” *Id.* at § 6.10 (b).

Section 6.10(b) of the CC&Rs provides for a special or separate assessment for the Unit Owner’s proportionate share of Hotel Expenses:

...The Declarant shall determine the appropriate level of the Hotel Reserve based upon a periodic review of the useful life of improvements to the Shared Facilities Unit and equipment owned by the Owner of the Shared Facilities Unit for use in the Shared Facilities Unit and Hotel Units, as well as periodic projections of the cost of the anticipated major repairs or improvements, repairs and replacements necessary to the Shared Facilities Unit, or the purchase of equipment to be used by the Owner of the Shared Facilities Unit, in connection with the Shared Facilities Unit or Hotel Units. In performing this periodic review, the Declarant shall cause to be prepared at least once every five (5) years, and shall review, annually, an independent Reserve Study...If the Hotel Expenses prove inadequate for any reason or in the event a nonrecurring Hotel Expense is anticipated for any year, then the Declarant may prepare and approve a supplemental notification of Hotel Expenses covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental notification of *Hotel Expenses shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner’s proportionate share of such supplemental notification of Hotel Expenses.* All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. In addition to the foregoing, any Hotel Expenses not set forth in the annual notification of Hotel Expenses, or any increase in assessments over the amount set forth in the adopted annual notification of Hotel Expenses shall be separately assessed against all Unit Owners. Assessments for additions and alterations to, or refurbishment, rehabilitation or enhancement of, the components listed on Exhibit E shall be either included in the above assessment process or separately assessed against all Unit Owners.

Id. (emphasis added).

B. Capital Expenditures and Reserve Studies

From January 1, 2020 through December 31, 2020, Defendants spent over \$9,345,649 in capital expenditures to the Property. *See* 2020 Capital Expenditure Worksheet, attached as Exhibit

1 2. The expenditures were made to substantially improve the Property including upgrades to the
2 lobby and additions to the pool. *See id.*

3 An itemized list of the expenditures including when the improvement was made and the
4 cost of the improvement is set forth in Exhibit 2. *See id.* To prepare the list of expenditures, GSR
5 downloaded from BNA (property fixed asset system) all capital expenditures for January 1, 2020
6 through December 31, 2020. From that list and based on the notes from the 2020 Reserve Study
7 from Better Reserve Consultants, GSR captured only capital expenditures that fell within the limits
8 set by the Reserve Study to be funded by the Reserve Accounts. *See R. Brady Decl.*, ¶ 3 attached
9 as Exhibit 3.

10 The 2017 Reserve Study and subsequent annual reviews provide that “[t]he Condominium
11 Unit Owners Association shares the Common Area and Hotel Related Components with the Hotel.
12 The Common Area Components include the Exterior of the Building, Roads and Parking, Utilities
13 and Mechanical Components, Airport Vehicles, Equipment, Entrance Areas, Traffic Areas,
14 Landscaping, Lighting and Electrical, Fire System, Security Monitoring System and Signage.” *See*
15 2017 Better Reserve Consultants Reserve Study, at p. 4, attached as Exhibit 4; *see also* 2020 Annual
16 Review Without Site Visit – Common Area, at p. 4, attached as Exhibit 5. The Reserve Study
17 explains the “Hotel Related Components include the Elevators, Escalators, Fitness Center,
18 Hallways, Lobby and Pool Area.” *See Ex. 4* at p. 4; *see also* 2020 Annual Review Without Site
19 Visit – Hotel Related, at p. 4, attached as Exhibit 6. All of the expenditures identified in Exhibit 2
20 are identified in the Reserve Study as elements of either the Common Area or Hotel Related
21 Components to be allocated to the Capital Reserve and Hotel Reserve respectively.

22 As indicated on Exhibit 2, the percent of capital allocation based on the most recent Reserve
23 Study is 13.79% for Common Area expenditures and 33.58% for Hotel Related expenditures. This
24 percentage is based upon the square footage relationship of the Plaintiffs, Defendants and Non-
25 Plaintiff-owned Units to the Common Area and to the Hotel area. Based upon this allocation, a
26 total of \$1,409,637 in Common Area capital expenditures and a total of \$204,868 in Hotel Related
27

capital expenditures may be charged to the respective reserve accounts for a grand total of \$1,614,505.

III. LEGAL ARGUMENT

A. Defendants Should Be Reimbursed For Capital Expenditures Made to Improve the Property

As set forth in the CC&Rs, the Capital Reserve and Hotel Reserve were created solely for capital expenditures—the repair, replacement, restoration and enhancement of major components of the Common Elements or certain hotel components. *See* CC&Rs at §§ 6.2, 6.9(a), and 6.10(b). Expenditures for these items which may become necessary during the year shall be charged first against the appropriate reserve account. *See id.* The CC&Rs further permit a separate or special assessment to all Unit-Owners for their proportionate share of the expenditures and/or to maintain the level required by an independent Reserve Study. *See id.*

Here, Defendants spent over \$9 million of their own funds to improve the Property in 2020. Based upon the square footage of the Units, approximately \$1,614,505 should be allocated and drawn out of the reserves as permitted by the Governing Documents. *See Carcione v. Clark*, 96 Nev. 808, 811, 618 P.2d 346, 348 (1980) (“Equity regards as done what in good conscience ought to be done.”) Importantly, the Receiver, pursuant to the Order Appointing Receiver was appointed “for the purpose of implementing compliance among all condominium units, including units owned by any Defendant in this action...with the [CC&Rs] recorded against the condominium units, the Unit Maintenance Agreements and the original Unit Rental Agreements (“Governing Documents”).” *See* January 7, 2015, Order Appointing Receiver, at pp. 1:27-2:3. That order charges the Receiver “with accounting for all income and expenses associated with compliance with the Governing Documents...until discharged.” *Id.* at p. 2:4-6. Accordingly, Defendants ask the Court to instruct the Receiver to reimburse Defendants a total of \$1,614,505 out of the reserves, specifically \$1,409,637 out of the Capital Reserves for Common Area expenses and \$204,868 out of the Hotel Reserves for Hotel Related expenses. In addition, Defendants ask the Court to instruct

1 the Receiver to impose a separate or special assessment on all Unit Owners, including Plaintiffs,
2 Defendants and non-Plaintiffs, to the extent necessary to bring the reserve accounts back up to the
3 required levels pursuant to the CC&Rs. An updated reserve study for 2021 is in the process of being
4 conducted on the Property this year which can be used to calculate this special assessment. The
5 2021 Reserve Study will be completed and provided to Unit Owners in July 2021 pursuant to the
6 Governing Documents.

7 **IV. CONCLUSION**

8 For these reasons, Defendants request the Court instruct the Receiver to allow Defendants
9 to draw \$1,614,505 out of the Capital Reserves and Hotel Reserves for the cost of capital
10 expenditures to the Property and impose a special assessment on all Unit-Owners to maintain the
11 reserves at the appropriate levels consistent with an independent Reserve Study.

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 DATED this 24th day of June, 2021.

17 **LEWIS ROCA ROTHGERBER CHRISTIE LLP**

18
19 By: /s/ David C. McElhinney

20 DAVID C. McELHINNEY, SBN 0033

21 JENNIFER K. HOSTETLER, SBN 11994

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24 Reno, Nevada 89501

25 *Attorneys for Defendants*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of LEWIS ROCA ROTHGERBER CHRISTIE LLP and that on this 24th day of June, 2021, I served a true and correct copy of the foregoing **DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER REGARDING 2020 CAPITAL EXPENDITURES** to the parties listed below, via electronic service through the Second Judicial District Court's eFlex Electronic Filing system.

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

Dated this 24th day of June 2021.

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

EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION	PAGES
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