

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

Electronically Filed
Apr 05 2024 03:13 PM
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 5 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 5 OF 9** with the Clerk of the Court by using the ECF system which served the following parties electronically:

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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

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

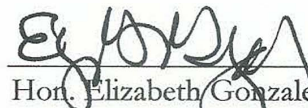
ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to the Administrative Order No. 21-00267 filed on September 19, 2022, the undersigned has been assigned responsibility for this ongoing matter. Given the long history and numerous outstanding motions, it is of assistance to the undersigned for the parties to provide a joint status report prior to any hearings being scheduled. The report should include all relevant history necessary for the undersigned to determine an appropriate course of action for final resolution of this matter. Joint status report to be filed within ten (10) days.

Dated this 29⁰² day September, 2022.



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

ORDER - 1

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 29th day of September, 2022, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

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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 (Senior Judge)

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' INDIVIDUAL STATUS REPORT

1 Plaintiffs, by and through their counsel of record, the law firms of Robertson, Johnson,
2 Miller & Williamson and Lemons, Grundy & Eisenberg, hereby submit their Individual Status
3 Report as requested by the Court's Order filed on September 29, 2022¹.

4 This Status Report is supported by the attached memorandum of points and authorities,
5 the exhibits attached hereto, and all other documents on file before this Court pertaining to the
6 above-referenced matter.

7 DATED this 7th day of October, 2022.

8 ROBERTSON, JOHNSON,
9 MILLER & WILLIAMSON

10 By: /s/ Briana N. Collings

11 Jarrad C. Miller, Esq.
12 Briana N. Collings, Esq.
13 Attorneys for Plaintiffs
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26 ¹ The Court requested the status report be jointly filed by Plaintiffs and Defendants. Plaintiffs' counsel contacted
27 Defendants' counsel about submitting a joint report, but Defendants' counsel stated: "Based on my experience in
28 this case I think any attempt to agree upon a joint status report would be a waste of valuable time and resources for
both parties." (See Ex. 1, Email from McElhinney.) Plaintiffs thus submit this independent status report in lieu of
the requested joint status report.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 To say this decade-long litigation has been extraordinarily protracted, excessively
4 advocated, and extensively briefed by the parties would be an understatement. Fortunately, the
5 case is now in a position where each of the twenty-plus outstanding motions have been fully
6 briefed and heard by the Court to the extent warranted, so all that is left to do is for the Court to
7 rule on these outstanding motions so a final judgment can be entered. The parties have
8 submitted proposed orders for many, if not all, of the outstanding motions to ease the Court's
9 workload. There is no reason for the parties to submit further briefing nor for the Court to hear
10 further oral arguments in this case. Instead, this litigation is in dire need of diligent judicial
11 attention where the Court (1) reviews at least certain key pleadings in this case to become
12 familiar with the relevant procedural history, (2) reviews the parties' briefing of the outstanding
13 motions, including the proposed orders which have been submitted, (3) where necessary, reviews
14 the transcripts of hearings, (4) issues orders on such motions, and (5) enters a final judgment.
15 Plaintiffs recognize the enormity of work the Court is facing. Plaintiffs have accordingly
16 endeavored to provide a roadmap for the Court to bring this case to a final conclusion.

17 Plaintiffs initiated this litigation over ten (10) years ago on August 27, 2012. Plaintiffs
18 filed their operative Second Amended Complaint on March 26, 2013. Defendants filed their
19 Answer to the Second Amended Complaint and Counterclaim on June 12, 2013. The parties
20 then began discovery. Following a variety of discovery abuses by Defendants and
21 correspondingly increasing Court-issued sanctions, the Court finally issued case-concluding
22 sanctions against Defendants after finding their actions "turned [NRCP 1's] directive on its
23 head" and were intended to "do[] everything possible to make the proceedings unjust, dilatory,
24 and costly." (Ex. 2, Findings of Fact, Conclusions of Law, and Judgment, filed October 9, 2015
25 ("FFCLJ"); see also Order Granting Plaintiffs' Motion for Case-Terminating Sanctions, filed
26 October 3, 2014.) The Court appropriately struck Defendants' answer, entered a default against
27 them, and held a prove-up hearing on Plaintiffs' damages. The Court ultimately entered a
28 judgment in favor of the Plaintiffs for \$8,318,215.55 in damages. (See FFCLJ.)

1 On January 7, 2015, the Court entered the Order Appointing Receiver and Directing
2 Defendants' Compliance ("Receivership Order"). The Receivership Order appointed James
3 Proctor as receiver over the Grand Sierra Resort Unit Owners' Association ("GSRUOA") and
4 the rental revenue and certain other property interests relating to the other Defendants. The
5 receivership was implemented "for the purpose of implementing compliance, among all
6 condominium units, including units owned by any Defendant in this action . . . with the
7 Covenants, Codes and Restrictions recorded against the condominium units, the Unit
8 Maintenance Agreements, and the original Unit Rental Agreements." (Receivership Order.) On
9 January 25, 2019, Richard Teichner ("Receiver") was substituted in Mr. Proctor's place. The
10 Receivership remains in place today, but has been all but gutted by Defendants' refusal to pay
11 the Receiver and his counsel for their services. (See Notice to the Court and All Parties of
12 Record, filed June 6, 2022 ("Receiver Notice") at 1 ("the Receiver and his counsel will not be
13 performing any further work, . . . , until the outstanding amount owed, \$96,252.00, is paid in full
14 and the Receiver and his counsel have assurance of a funding source for work going forward").)

15 Following an appeal to the Nevada Supreme Court to remedy an erroneous dismissal by
16 the District Court and remitter therefrom, there has been no shortage of motion practice related to
17 the Defendants' actions, the Receivership, and the Plaintiffs being denied profits which are owed
18 to them by Defendants. These outstanding motions are listed below in the order Plaintiffs
19 believe the Court should rule on them to bring this case to a final conclusion.

20 At the most basic level, however, after the case was remitted from the Supreme Court, the
21 only thing left for this Court to do was to decide whether punitive damages were warranted, and
22 if so, in what amount. This order would have produced a final judgment in this matter and
23 allowed any subsequent appeals to begin. Unfortunately, because that decision was delayed (and
24 remains outstanding now, even though a lengthy hearing took place months ago), preserving
25 Plaintiffs' rights in the meantime necessitated substantial motion practice.

26 On July 18, 2022, the Court held a Phase Two hearing on punitive damages to determine
27 what amount of punitive damages should be awarded. No order has been issued on Phase Two
28 of the punitive damages yet.

II. PENDING AND SUBMITTED MOTIONS

There are currently at least twenty-three (23) outstanding motions in this matter which have been pending for over sixty (60) days. (See Ex. 3, Submit List dated 9/12/22.) As set forth below, some motions have been rendered moot by certain Court orders. Those motions are identified accordingly. Further, Plaintiffs have provided a flow chart proposing in very simple terms why the Court should: (1) adopt the Plaintiffs' recommended order of ruling on the motions; and (2) grant or deny the specific motions.

The below chart is separated into several tracks which set forth: (1) Essential, Time-Sensitive Motions impacting the case and the receivership (which must be revived from its currently ineffective state caused by Defendants' refusal to pay the Receiver and his counsel's invoices); (2) Motions Impacting the Final Judgment; (3) Other Receivership Motions; and (4) Motions Rendered Moot.

Priority Number	<u>Essential, Time-Sensitive Motions</u>	Submission Date
1	Plaintiffs' April 25, 2022 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including January 4, 2022 orders)	5/16/22
2	Plaintiffs' March 2, 2022 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including January 4, 2022 orders)	4/5/22
3	Plaintiffs' February 1, 2022 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including January 4, 2022 orders)	2/28/22
4	Plaintiffs' November 19, 2021 Motion for Order to Show Cause (Defendants' contempt for violating January 17, 2015 Order)	12/23/21
5	Plaintiffs' September 27, 2021 Motion for Order to Show Cause (Defendants' contempt for violating January 17, 2015 Order)	11/05/21
6	Plaintiffs' February 11, 2021 Motion for Order to Show Cause (Defendants' contempt for violating December 24, 2020 order)	2/19/21
7	Receiver's April 22, 2022 Ex Parte Request for Clarification Regarding Whether Updated Fees Apply to all 670 units	4/22/22
8	Plaintiffs' Application for Temporary Restraining Order, and Motion for Preliminary Injunction	3/24/22
9	Defendants' Motion for Relief from Obligation to Supplement Under NRCP 26(e)(1) and Motion to Reinstate Attorney Client Privilege	1/13/22

	<u>Motions to Reach Final, Appealable Judgment</u>	
10	<p>Plaintiffs' November 16, 2015 Motion in Support of Award for Punitive Damages ("Punitive Damages Motion")</p> <p><i>The Court indicated at the beginning of the July 18, 2022 Phase Two Hearing on Punitive Damages that Plaintiffs' proposed Findings of Fact, Conclusions of Law, and Order on the Punitive Damages Motion would be GRANTED, subject to some revisions. (See Transcript of Proceedings, July 18, 2022 at 9:23-10:4 ("Plaintiffs' punitive damages motion is granted.")) The Court then proceeded to hold the Phase Two Hearing on the amount of damages to be awarded on July 18, 2022.</i></p>	
11	Court's Ruling on the Amount of Punitive Damages to be Awarded Will Result in a Final, Appealable Judgment	TBD
	<u>Other Receivership Motions</u>	
12	Defendants' March 23, 2022 Ex Parte Application for Interim Stay of Order Granting Plaintiffs' Supplemental Motion for Fees	4/15/22
13	Defendants' January 14, 2022 Motion for Leave to File Motion for Reconsideration of Order Granting Plaintiffs' Motion for Instructions to Receiver	3/15/22
14	Defendants January 14, 2022 Motion for Leave to file Motion for Reconsideration of Order Granting Plaintiffs' Motion to Stay Special Assessment and Request for Oral Argument	3/15/22
15	Defendants' January 18, 2022 Motion for Leave to File Motion for Reconsideration of Order Granting Receiver's Motion for Orders and Instructions and Request for Oral Argument	3/15/22
16	Defendants' January 18, 2022 Motion for Leave to File Motion for Reconsideration of Order Approving Receiver's Request to Approve Updated Fees and Request for Oral Argument	3/15/22
17	Defendants' January 18, 2022 Emergency Motion to Stay Enforcement of the Court's Seven Orders Entered January 4, 2022, Pending Hearing and Ruling on Defendants' Motions for Reconsideration and Appeal	2/28/22
18	Receiver's February 17, 2022 Request for Submission Regarding "matters addressed in the Briefing submitted by the Receiver and the parties regarding the payment of the fees of the Receiver and his Counsel Ordered by the Court at the Status Conference on February 4, 2022 . . . be submitted for decision."	2/17/22

	<u>MOOT MOTIONS</u>	
19	<p>Defendants' December 28, 2021 Motion to Discharge Receiver and Terminate the Receivership</p> <p>MOOT due to Court's January 4, 2022 Orders Divesting Defendants of Authority Over Receivership and Vesting Authority in the Receiver; MOOT based upon January 7, 2015 Order Appointing Receiver and Directing Defendants' Compliance, which requires the Receiver to carry the ultimate Judgment into effect.</p>	2/14/22
20	<p>Defendants' February 23, 2022 Motion to Dismiss Pursuant to NRCP 41(e)</p> <p>MOOT due to Court's Granting of Plaintiffs' Findings of Fact, Conclusions of Law, and Order regarding punitive damages.</p>	None
21	<p>Defendants' November 19, 2021 Motion for Dismissal of Claims of Deceased Party Plaintiffs Due to Untimely Filing of Notice or Suggestion of Death and Motion to Substitute Party.</p> <p>MOOT due to Court's Granting of Plaintiffs' Findings of Fact, Conclusions of Law, and Order regarding punitive damages.</p>	12/30/21
22	<p>Plaintiffs' October 13, 2021 Motion for Leave to File Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting Defendants' Motion for Reconsideration of 12/24/2020 Order</p> <p>MOOT due to Court's January 4, 2022 Orders: (1) Adopting Receiver's Calculation of Fees; (2) Requiring the Retroactive Application of Fees to January 2020; and (3) Ordering Particular Application of Fees on a Going Forward Basis.</p>	11/12/22
23	<p>Defendants' June 10, 2021 Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider.</p> <p>MOOT:</p> <ul style="list-style-type: none"> - Court's January 4, 2022 Order struck the portion of the December 24, 2020 Order requiring the Defendants to disgorge the improper fee allocation charges and specifically ordered Defendants' Motion "denied as moot." - No stay was ever entered and would now be untimely. 	7/01/21
24	<p>Defendants' January 7, 2022 Motion for Leave to File Motion for Reconsideration of Order Denying as Moot Defendants' Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider.</p> <p>MOOT: No stay was ever entered and would now be untimely.</p>	3/10/22
25	<p>Defendants' October 5, 2021 Motion for Leave to File Supplemental Objection to Receiver's Analysis and Calculation of Daily Use Fee,</p>	11/08/21

	Shared Facilities Unit Expense Fees, and For Court to Set Effective Date for New Fees MOOT: Court's January 4, 2022 Order Approved Receiver's Fees	
26	Receiver's October 18, 2021 Ex Parte Motion for Order Shortening Time for Determination of Receiver's Motion for Orders & Instructions MOOT: Court's January 4, 2022 Order Granted Receiver's Motion for Orders & Instructions.	10/18/21
27	Defendants' May 21, 2020 Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures MOOT: Court denied relief during October 30, 2019 Motions Hearing.	7/14/2020
28	Plaintiffs' March 31, 2021 Motion for Instructions to Receiver to Take Over Control of Rents, Dues, Revenues, and Bank Accounts MOOT: <ul style="list-style-type: none"> - Court's January 4, 2022 Order Granting Receiver's Motion for Orders & Instructions provides Receiver with Control over Rents, Dues, and Bank Accounts. - Court's January 7, 2015 Order Appointing Receiver provides the Receiver the authority to take control of all rental revenue, dues, and bank accounts. 	4/21/21
29	Defendants' February 12, 2021 Emergency Motion to Stay Enforcement of December 24, 2020 Order Pending Hearing and Ruling on Motion for Reconsideration MOOT: Temporary stay issued orally by Court at hearing.	3/4/21

III. FLOW CHART

A. *The Receivership Track*

The Court has already noted on the record on March 11, 2022 the importance of the Receiver's resources. (March 11, 2022 Hearing Transcript at 3:4-8.) Accordingly, there are two essential legal reasons why the Court should urgently rule on the Receivership Track Motions in the order the Plaintiffs recommend. First, the Defendants have shut down the Receivership. This is not hyperbole, but fact. On June 6, 2022, the Receiver filed a Notice to the Court and All Parties of Record ("Receiver Notice") that "neither the Receiver nor his counsel, Stefanie Sharp, Esq., will perform any further work . . . until the outstanding amount owed . . . is paid in

1 **full and the Receiver and his counsel have assurance of a funding source for work going**
2 **forward.”** (Receiver Notice at 1:22-28 (emphasis added).) Thus, without Court order or
3 approval, the Defendants have usurped the authority of the Court and taken unilateral control of
4 the Receiver’s functions. This is also not hyperbole, but fact. The Receivership is an arm of the
5 Court, and the record is replete with the Defendants ignoring Receivership directives that are
6 supported and authorized by Court orders. Indeed, to accomplish this remarkable, yet nefarious
7 feat, the Defendants have violated without consequence the Court’s:

8 (a) Order Granting Case-Terminating Sanctions;

9 (b) January 7, 2015 Order Appointing Receiver (requiring the Receiver to: (a) enforce
10 the Unit Rental Agreements, Unit Maintenance Agreement, and CC&Rs (the
11 “Governing Documents”)); (b) pay Plaintiffs rental revenue they are contractually
12 owed on a monthly basis; (c) take control of the rental revenue and rents of all 670
13 condominium units; (d) pay the Receivership out of the rental revenue of the 670
14 Units; and (e) by operation of law, take control of the Unit Rental Program and
15 implementation of the Governing Documents (including the CC&Rs));

16 (c) Findings of Fact, Conclusions of Law and Judgment; and

17 (d) January 4, 2022 Orders as summarized from the previously submitted briefing below:

18 April 25, 2022 19 Motion for Order 20 to Show Cause 21 (“MOSC”).	Violations: (1) refusal to turn over rental revenue to Receiver; (2) Refusal to accept Court’s January 4, 2022 approval of Receiver’s fee calculations retroactive to January 2020; (3) Refusal to comply with Court’s January 4, 2022 Order that rental revenue owed to Plaintiffs since January 2020 be paid within thirty (30) days of the order ; (5) unilateral implementation of hyperinflated fees without the Receiver’s approval; and (6) refusal to pay Plaintiffs on a monthly basis as required under the Governing Documents on a moving forward basis from the date of the January 4, 2022 Order.
23 March 2, 2022 24 MOSC	The Court’s January 4, 2022 Order confirmed that the Defendants, their officers, employees, the Declarant, the GSRUOA, its Board of Directors and officers, etc., were divested of authority upon the 2015 appointment of the Receiver. The Defendants violated this order by attempting to terminate the GSRUOA without Receiver approval.
26 February 1, 2022 27 MOSC	Violations: (1) Defendants unilaterally withdrew millions of dollars in reserve funds without Receiver approval to reimburse themselves for capital contributions; (2) Defendants refused to apply Court-ordered and approved Receiver fee calculations and instead imposed hyperinflated fees and an unauthorized special assessment.

November 19, 2021 MOSC	Violations: (1) Doubling contracted Hotel Fees without Receiver approval; and (2) Increasing the Daily Use Fee without Receiver approval.
September 27, 2021 MOSC	Violations: (1) Refusal to allow Receiver to take control of rental revenue; (2) Refusal to allow Receiver to pay Plaintiffs monthly revenue they are owed for the use of their units in compliance with the Governing Documents and Order Appointing Receiver; (3) Refusal to allow Receiver to calculate reserves.

Accordingly, the most critical orders that simply must be entered immediately are Receivership Track Motions one (1) through eight (8). The Defendants' conduct – in shutting down the Receivership – despite that the Plaintiffs prevailed on their cause of action for a Receiver – is unprecedented and legally inexcusable. Thus, it cannot be understated how urgent and time-sensitive these rulings are since neither the Plaintiffs nor the Receiver / Receiver's counsel are being paid what they are owed. Indeed, not only have the Plaintiffs not received a single penny of their \$8 plus million-dollar judgment they were awarded in October of 2015, **the Plaintiffs have not received a penny of rental revenue since January 2020.** The Court should rectify this situation immediately by granting the Plaintiffs' MOSCs and requiring that the Defendants comply with Court orders (or face harsh contempt orders). The Defendants are already in default and subject to case-terminating sanctions for their abhorrent litigation misconduct, and the record proves they simply will not comply with Court orders that do not advance their objectives – even if it means violating the law.

The Court should next adopt the Receiver's position as taken in Exhibit 1 to the Receiver's Ex Parte Request for Clarification Regarding Whether Updated Fees Apply to all 670 units ("Request for Clarification"). (Receivership Track item 7). Because the Receivership Order already provides the Receiver with control over the rents, rental revenue and other aspects of the "Property" – which includes all 670 units – this Request for Clarification is actually moot. Regardless, the Court's clarification to placate the Receiver is necessary to reinstate the Receivership and the Receiver's authority under the Court's orders.

The Court should also deny each of the Defendants' motions: (1) requesting reconsideration of this Court's January 4, 2022 Orders; and (2) motions requesting stays. While the Defendants must comply with the Court's January 4, 2022 Orders already, since no stay is in

1 place, these reconsideration motions are meritless as set forth in the briefing. Worse, they simply
2 serve to further ensure that: (1) the Receivership remains shut down; (2) Defendants can further
3 delay this case²; (3) the Receiver / Receiver's counsel cannot perform their Court-ordered
4 functions and be compensated for their services; (4) the Governing Documents / contracts are not
5 enforced as required under the Court's orders; (5) Defendants can impose hyperinflated fees
6 unsupported by the Governing Documents to require Plaintiffs to subsidize Defendants' revenue-
7 generating operations; and (6) Plaintiffs continue to be denied rental revenue they have been
8 owed since January 2020 in violation of the contracts and Receivership orders.

9 Thus, the Court should deny Defendants' motions twelve (12) through eighteen (18).

10 ***B. The Final, Appealable Judgment Track***

11 The Court has already indicated that it will grant Plaintiffs' Motion in Support of Award
12 for Punitive Damages by adopting Plaintiffs' Findings of Fact, Conclusions of Law, and Order –
13 *subject to certain revisions* (the "FFCLO"). Upon entry of the FFCLO and subsequent order
14 determining the amount of punitive damages, this case will have proceeded to a final, appealable
15 judgment after ten (10) excruciating years. Getting this case to a final judgment is just as
16 important – yet on a separate track from – the Plaintiffs' MOSCs due to the Defendants'
17 inevitable appeal (which will further delay this case).

18 ***C. Moot Motions***

19 Plaintiffs believe that the remaining motions, numbers 19-29, have been rendered moot
20 through various Court decisions and orders.

21 **IV. CONCLUSION**

22 Plaintiffs do not discount the daunting task currently before the Court. The Court should
23 (1) review the case generally to become comfortable with the factual and procedural background,
24 (2) review all of the relevant motion briefing, (3) review transcripts of oral argument, where
25

26 ² The unprecedented delay and unnecessarily costly and duplicative litigation caused by the Defendants' litigation
27 abuses was demonstrated in Plaintiffs' PowerPoint during the Phase Two Hearing. (See Plaintiffs' PowerPoint at
28 Slide 125.) Because the Second Judicial District Court does not mandate, nor usually hold, hearings on motions, the
Court should deny Defendants' hearing requests moving forward. As the extensive record of this case demonstrates,
they have delayed the case enough and made it as unjust and costly as possible.

1 applicable, (4) review the submitted proposed orders, and (5) issue orders on all outstanding
2 motions so the case can be brought to a final judgment. What the Court should not do is require
3 the parties to re-brief, re-argue, or otherwise re-visit any of the pending motions or issues.
4 Instead, Plaintiffs should not be forced to relitigate issues; nor should Defendants, who have
5 unlimited resources, be allowed a second opportunity to rehash their old arguments.

6 The parties have been embroiled in this litigation for over a decade, almost entirely due to
7 Defendants' delay tactics. The time is now to bring this case to a final judgment. This task can
8 be done without any further briefing or argument by the parties, and it should be done without
9 such further actions by the parties. Plaintiffs therefore are happy to participate in any status
10 conference the Court may order; however, Plaintiffs do not believe any further hearings are
11 necessary. The Court has everything it needs to consider and decide the pending motions and
12 bring this case to final resolution. Plaintiffs respectfully request the Court do so.

13 **AFFIRMATION**

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

16 RESPECTFULLY SUBMITTED this 7th day of October, 2022.

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

20 *And*

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

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

1 **CERTIFICATE OF SERVICE**

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

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

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Stefanie T. Sharp, Esq.
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Richard M. Teichner

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

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

16 /s/ Teresa W. Stovak
17 An Employee of Robertson, Johnson,
18 Miller & Williamson
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EXHIBIT INDEX

Ex. No.	Description	Pages
1	Email from McElhinney	5
2	Findings of Fact, Conclusions of Law, and Judgement, filed October 9, 2015	24
3	Submit List, dated September 12, 2022	14
4	Declaration of Briana N. Collings, Esq.	2

EXHIBIT “1”

EXHIBIT “1”

Briana Collings

From: David McElhinney <David.McElhinney@meruelogroup.com>
Sent: Thursday, October 6, 2022 4:18 PM
To: Briana Collings; Jarrad Miller
Cc: Abran Vigil; Ann Hall; Iliana Godoy; Robert L. Eisenberg, Esq; David Robertson
Subject: RE: GSR

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Brie. Based upon my experience in this case I think any attempt to agree upon a joint status report would be a waste of valuable time and resources for both parties. Additionally both parties have already submitted and filed their respective list of pending motions that require adjudication. Defendants' list was filed August 8, 2022. I remain of the opinion that Defendants' list is accurate. Thanks, Dave



David McElhinney
Associate General Counsel
o:775.789.5330
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david.mcelhiney@meruelogroup.com

From: Briana Collings [mailto:briana@nvlawyers.com]
Sent: Thursday, October 6, 2022 3:59 PM
To: Jarrad Miller <jarrad@nvlawyers.com>; David McElhinney <David.McElhinney@meruelogroup.com>
Cc: Abran Vigil <Abran.Vigil@meruelogroup.com>; Ann Hall <Ann.Hall@meruelogroup.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>; Robert L. Eisenberg, Esq <rle@lge.net>; David Robertson <gdavid@nvlawyers.com>
Subject: RE: GSR

David –

Please let me know if you are amenable to Jarrad's plan of submitting a joint status report which lists the submitted motions that are undecided in chronological order and has our respective positions attached as two separate exhibits.

If not, we'll just go ahead and file our own status report.

Thanks,
Brie

Briana N. Collings, Esq.
Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600

Reno, Nevada 89501
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From: Jarrad Miller <jarrad@nvlawyers.com>
Sent: Monday, October 3, 2022 1:59 PM
To: David McElhinney <David.McElhinney@meruelogroup.com>
Cc: Briana Collings <briana@nvlawyers.com>; Abran Vigil <Abran.Vigil@meruelogroup.com>; Ann Hall <Ann.Hall@meruelogroup.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>
Subject: RE: GSR

David:

Attached is the September 12, 2022 Washoe County District Court Memorandum re Submitted Cases.

Jarrad C. Miller, Esq.
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50 West Liberty Street, Suite 600
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From: Jarrad Miller
Sent: Monday, October 3, 2022 1:12 PM
To: David McElhinney <David.McElhinney@meruelogroup.com>
Cc: Briana Collings <briana@nvlawyers.com>; Abran Vigil <Abran.Vigil@meruelogroup.com>; Ann Hall <Ann.Hall@meruelogroup.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>
Subject: RE: GSR

David:

I will be traveling the next two days. If we cannot talk this afternoon, you will need to talk to Briana Collings.

Given the completely different views of the case, as demonstrate by the Court's recent request for a matrix on the pending motions that we could not agree on, can we agree to file a joint status report with two Exhibits (one prepared by Plaintiffs and the other by Defendants explaining the contrasting positions)? The "joint" portion of the report could list the submitted motions that are undecided in chronological order (effectively the September 12, 2022 Washoe County District Court Memorandum re Submitted Cases).

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

Important:

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From: David McElhinney <David.McElhinney@meruelogroup.com>
Sent: Monday, October 3, 2022 11:53 AM
To: Jarrad Miller <jarrad@nvlawyers.com>
Cc: Briana Collings <briana@nvlawyers.com>; Abran Vigil <Abran.Vigil@meruelogroup.com>; Ann Hall <Ann.Hall@meruelogroup.com>; Iliana Godoy <Iliana.Godoy@meruelogroup.com>
Subject: RE: GSR

Good morning Jarrad. I am waiting to consult with other members of the defense team and they are not available until tomorrow morning. Let me meet with them first and then I will get back to you. Thanks, David



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

From: Jarrad Miller [<mailto:jarrad@nvlawyers.com>]
Sent: Monday, October 3, 2022 10:42 AM
To: David McElhinney <David.McElhinney@meruelogroup.com>
Cc: Briana Collings <briana@nvlawyers.com>; Abran Vigil <Abran.Vigil@meruelogroup.com>
Subject: RE: GSR

David:
Do you have time for a call today to discuss the request for a joint status report?

Sincerely,
Jarrad C. Miller, Esq.
Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600
Reno, NV 89501
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From: Jarrad Miller
Sent: Friday, September 30, 2022 11:00 AM
To: David McElhinney <David.McElhinney@meruelogroup.com>
Cc: Briana Collings <briana@nvlawyers.com>
Subject: GSR

David:
Do you have time this afternoon or Monday to have a quick call regarding the Judges instruction for a joint status report?

Sincerely,
Jarrad C. Miller, Esq.
Robertson, Johnson, Miller & Williamson

50 West Liberty Street, Suite 600
Reno, NV 89501
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EXHIBIT “2”

EXHIBIT “2”

1
2
3
4
5 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF WASHOE
7 * * *

8 ALBERT THOMAS, individually, et al,

9 Plaintiffs,

Case No: CV12-02222

10 vs.

Dept. No: 10

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

13 Defendants.
14 _____/

15 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**

16 This action was commenced on August 27, 2012, with the filing of a COMPLAINT ("the
17 Complaint"). The Complaint alleged twelve causes of action: 1) Petition for Appointment of a
18 Receiver as to Defendant Grand Sierra Resort Unit-Owners' Association; 2) Intentional and/or
19 Negligent Misrepresentation as to Defendant MEI-GSR; 3) Breach of Contract as to Defendant
20 MEI-GSR; 4) Quasi-Contract/Equitable Contract/Detrimental Reliance as to Defendant MEI-GSR;
21 5) Breach of the Implied Covenant of Good Faith and Fair Dealing as to Defendant MEI-GSR;
22 6) Consumer Fraud/Nevada Deceptive Trade Practices Act Violations as to Defendant MEI-GSR; 7)
23 Declaratory Relief as to Defendant MEI-GSR; 8) Conversion as to Defendant MEI-GSR; 9) Demand
24 for an Accounting as to Defendant MEI-GSR and Defendant Grand Sierra Unit Owners Association;
25 10) Specific Performance Pursuant to NRS 116.122, Unconscionable Agreement; 11) Unjust
26 Enrichment/Quantum Meruit against Defendant Gage Village Development; 12) Tortious
27 Interference with Contract and/or Prospective Business Advantage against Defendants MEI-GSR
28

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

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

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

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

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

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

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

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

28

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

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

12 **I. FINDINGS OF FACT**

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

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

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

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

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

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

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

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

27 9. Plaintiff Henry Nunn is a competent adult and is a resident of the State of California.
28

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

- 1 23. Plaintiff Sahar Tavakol is a competent adult and is a resident of the State of New
2 York.
- 3 24. Plaintiff M&Y Holdings is a Nevada Limited Liability Company with its principal
4 place of business in Nevada.
- 5 25. Plaintiff JL&YL Holdings, LLC is a Nevada Limited Liability Company with its
6 principal place of business in Nevada.
- 7 26. Plaintiff Sandi Raines is a competent adult and is a resident of the State of Minnesota.
- 8 27. Plaintiff R. Raghuram is a competent adult and is a resident of the State of California.
- 9 28. Plaintiff Usha Raghuram is a competent adult and is a resident of the State of
10 California.
- 11 29. Plaintiff Lori K. Tokutomi is a competent adult and is a resident of the State of
12 California.
- 13 30. Plaintiff Garrett Tom is a competent adult and is a resident of the State of California.
- 14 31. Plaintiff Anita Tom is a competent adult and is a resident of the State of California.
- 15 32. Plaintiff Ramon Fadrilan is a competent adult and is a resident of the State of
16 California.
- 17 33. Plaintiff Faye Fadrilan is a competent adult and is a resident of the State of California.
- 18 34. Plaintiff Peter K. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
19 competent adult and is a resident of the State of California.
- 20 35. Plaintiff Monica L. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
21 competent adult and is a resident of the State of California.
- 22 36. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 23 37. Plaintiff Elias Shamieh is a competent adult and is a resident of the State of
24 California.
- 25 38. Plaintiff Nadine's Real Estate Investments, LLC, is a North Dakota Limited Liability
26 Company.
- 27
28

- 1 39. Plaintiff Jeffery James Quinn is a competent adult and is a resident of the State of
2 Hawaii.
- 3 40. Plaintiff Barbara Rose Quinn is a competent adult and is a resident of the State of
4 Hawaii.
- 5 41. Plaintiff Kenneth Riche is a competent adult and is a resident of the State of
6 Wisconsin.
- 7 42. Plaintiff Maxine Riche is a competent adult and is a resident of the State of
8 Wisconsin.
- 9 43. Plaintiff Norman Chandler is a competent adult and is a resident of the State of
10 Alabama.
- 11 44. Plaintiff Benton Wan is a competent adult and is a resident of the State of California.
- 12 45. Plaintiff Timothy Kaplan is a competent adult and is a resident of the State of
13 California.
- 14 46. Plaintiff Silkscape Inc. is a California Corporation.
- 15 47. Plaintiff Peter Cheng is a competent adult and is a resident of the State of California.
- 16 48. Plaintiff Elisa Cheng is a competent adult and is a resident of the State of California.
- 17 49. Plaintiff Greg A. Cameron is a competent adult and is a resident of the State of
18 California.
- 19 50. Plaintiff TMI Property Group, LLC is a California Limited Liability Company.
- 20 51. Plaintiff Richard Lutz is a competent adult and is a resident of the State of California.
- 21 52. Plaintiff Sandra Lutz is a competent adult and is a resident of the State of California.
- 22 53. Plaintiff Mary A. Kossick is a competent adult and is a resident of the State of
23 California.
- 24 54. Plaintiff Melvin H. Cheah is a competent adult and is a resident of the State of
25 California.
- 26
27
28

- 1 55. Plaintiff Di Shen is a competent adult and is a resident of the State of Texas.
- 2 56. Plaintiff Ajit Gupta is a competent adult and is a resident of the State of California.
- 3 57. Plaintiff Seema Gupta is a competent adult and is a resident of the State of California.
- 4 58. Plaintiff Fredrick Fish is a competent adult and is a resident of the State of Minnesota.
- 5 59. Plaintiff Lisa Fish is a competent adult and is a resident of the State of Minnesota.
- 6 60. Plaintiff Robert A. Williams is a competent adult and is a resident of the State of
- 7 Minnesota.
- 8 61. Plaintiff Jacquelin Pham is a competent adult and is a resident of the State of
- 9 California.
- 10 62. Plaintiff May Ann Hom, as Trustee of the May Ann Hom Trust, is a competent adult
- 11 and is a resident of the State of California.
- 12
- 13 63. Plaintiff Michael Hurley is a competent adult and is a resident of the State of
- 14 Minnesota.
- 15 64. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 16 65. Plaintiff Duane Windhorst is a competent adult and is a resident of the State of
- 17 Minnesota.
- 18 66. Plaintiff Marilyn Windhorst is a competent adult and is a resident of the State of
- 19 Minnesota.
- 20 67. Plaintiff Vinod Bhan is a competent adult and is a resident of the State of California.
- 21 68. Plaintiff Anne Bhan is a competent adult and is a resident of the State of California.
- 22 69. Plaintiff Guy P. Browne is a competent adult and is a resident of the State of
- 23 California.
- 24 70. Plaintiff Garth Williams is a competent adult and is a resident of the State of
- 25 California.
- 26 71. Plaintiff Pamela Y. Aratani is a competent adult and is a resident of the State of
- 27 California.
- 28

- 1 72. Plaintiff Darleen Lindgren is a competent adult and is a resident of the State of
2 Minnesota.
- 3 73. Plaintiff Laverne Roberts is a competent adult and is a resident of the State of
4 Nevada.
- 5 74. Plaintiff Doug Mecham is a competent adult and is a resident of the State of Nevada.
- 6 75. Plaintiff Chrisine Mecham is a competent adult and is a resident of the State of
7 Nevada.
- 8 76. Plaintiff Kwangsoo Son is a competent adult and is a resident of Vancouver, British
9 Columbia.
- 10 77. Plaintiff Soo Yeun Moon is a competent adult and is a resident of Vancouver, British
11 Columbia.
- 12 78. Plaintiff Johnson Akindodunse is a competent adult and is a resident of the State of
13 California.
- 14 79. Plaintiff Irene Weiss, as Trustee of the Weiss Family Trust, is a competent adult and
15 is a resident of the State of Texas.
- 16 80. Plaintiff Pravesh Chopra is a competent adult and is a resident of the State of
17 California.
- 18 81. Plaintiff Terry Pope is a competent adult and is a resident of the State of Nevada.
- 19 82. Plaintiff Nancy Pope is a competent adult and is a resident of the State of Nevada.
- 20 83. Plaintiff James Taylor is a competent adult and is a resident of the State of California.
- 21 84. Plaintiff Ryan Taylor is a competent adult and is a resident of the State of California.
- 22 85. Plaintiff Ki Ham is a competent adult and is a resident of Surry B.C.
- 23 86. Plaintiff Young Ja Choi is a competent adult and is a resident of Coquitlam, B.C.
- 24 87. Plaintiff Sang Dae Sohn is a competent adult and is a resident of Vancouver, B.C.
- 25 88. Plaintiff Kuk Hyung ("Connie") is a competent adult and is a resident of Coquitlam,
26 B.C.
27
28

1 89. Plaintiff Sang (“Mike”) Yoo is a competent adult and is a resident of Coquitlam, B.C.

2 90. Plaintiff Brett Menmuir, as Trustee of the Cayenne Trust, is a competent adult and is
3 a resident of the State of Nevada.

4 91. Plaintiff William Miner, Jr., is a competent adult and is a resident of the State of
5 California.

6 92. Plaintiff Chanh Truong is a competent adult and is a resident of the State of
7 California.

8 93. Plaintiff Elizabeth Anders Mecua is a competent adult and is a resident of the State of
9 California.

10 94. Plaintiff Shepherd Mountain, LLC is a Texas Limited Liability Company with its
11 principal place of business in Texas.

12 95. Plaintiff Robert Brunner is a competent adult and is a resident of the State of
13 Minnesota.

14 96. Plaintiff Amy Brunner is a competent adult and is a resident of the State of
15 Minnesota.

16 97. Plaintiff Jeff Riopelle is a competent adult and is a resident of the State of California.

17 98. Plaintiff Patricia M. Moll is a competent adult and is a resident of the State of Illinois.

18 99. Plaintiff Daniel Moll is a competent adult and is a resident of the State of Illinois.

19 100. The people and entities listed above represent their own individual interests. They are
20 not suing on behalf of any entity including the Grand Sierra Unit Home Owner’s Association. The
21 people and entities listed above are jointly referred to herein as “the Plaintiffs”.

22 101. Defendant MEI-GSR Holdings, LLC (“MEI-GSR”) is a Nevada Limited Liability
23 Company with its principal place of business in Nevada.

24 102. Defendant Gage Village Commercial Development, LLC (“Gage Village”) is a
25 Nevada Limited Liability Company with its principal place of business in Nevada.
26
27
28

1 103. Gage Village is related to, controlled by, affiliated with, and/or a subsidiary of MEI-
2 GSR.

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

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

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

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

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

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

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

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

23 112. Under the Declaration of Covenants, Conditions, Restrictions and Reservations of
24 Easements for Hotel-Condominiums at Grand Sierra Resort ("CC&Rs"), there is one voting member
25 for each unit of ownership (thus, an owner with multiple units has multiple votes).
26
27
28

1 113. Because MEI-GSR and Gage Village control more units of ownership than any other
2 person or entity, they effectively control the Unit Owners' Association by having the ability to elect
3 MEI-GSR's chosen representatives to the Board of Directors (the governing body over the GSR
4 Condo Units).

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

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

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

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

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

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

24 120. The Individual Unit Owners pay for contracted "Hotel Fees," which include taxes,
25 deep cleaning, capital reserve for the room, capital reserve for the building, routine maintenance,
26 utilities, etc.
27
28

1 121. MEI-GSR has systematically allocated and disproportionately charged capital reserve
2 contributions to the Individual Unit Owners, so as to force the Individual Unit Owners to pay capital
3 reserve contributions in excess of what should have been charged.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 139. By functionally, and in some instances actually, giving away the use of units owned
26 by the Individual Unit Owners, MEI-GSR has received a benefit because those who rent the
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1 Individual Units frequently gamble and purchase food, beverages, merchandise, spa services and
2 entertainment access from MEI-GSR.

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

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

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

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

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

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

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

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

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

II. CONCLUSIONS OF LAW

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

4
5 D. An enforceable contract requires, “an offer and acceptance, meeting of the minds, and
6 consideration.” *Certified Fire Protection, Inc. v. Precision Construction, Inc.* 128 Nev.
7 Adv. Op. 35, 283 P.3d 250, 255 (2012)(citing *May v. Anderson*, 121 Nev. 668, 672, 119
8 P.3d 1254, 1257 (2005)). There was a contract between the Plaintiffs and MEI-GSR.
9 MEI-GSR has breached the contract and therefore MEI-GSR is liable for breach of
10 contract as alleged in the Third Cause of Action.

11
12 E. MEI-GSR is liable for Quasi-Contract/Equitable Contract/Detrimental Reliance as
13 alleged in the Fourth Cause of Action.

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

9
10 G. MEI-GSR has violated NRS 41.600(1) and (2) and NRS 598.0915 through 598.0925,
11 inclusive and is therefore liable for the allegations contained in the Sixth Cause of
12 Action. Specifically, MEI-GSR violated NRS 598.0915(15) and NRS 598.0923(2).

13 H. The Plaintiffs are entitled to declaratory relief as more fully described below and
14 prayed for in the Seventh Cause of Action.

15 I. MEI-GSR wrongfully committed numerous acts of dominion and control over the
16 property of the Plaintiffs, including but not limited to renting their units at discounted
17 rates, renting their units for no value in contravention of written agreements between
18 the parties, failing to account for monies received by MEI-GSR attributable to specific
19 owners, and renting units of owners who were not even in the rental pool. All of said
20 activities were in derogation, exclusion or defiance of the title and/or rights of the
21 individual unit owners. Said acts constitute conversion as alleged in the Eighth Cause
22 of Action.

23 J. The demand for an accounting as requested in Ninth Cause of Action is moot pursuant
24 to the discovery conducted in these proceedings and the appointment of a receiver to
25 oversee the interaction between the parties.

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

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

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

M. Many of the individual unit owners attempted to rent their units through third-party services rather than through the use of MEI-GSR. MEI-GSR and Gage Village intentionally thwarted, interfered with and/or disrupted these attempts with the goal of forcing the sale of the individual units back to MEI-GSR. All of these actions were to the economic detriment of the individual unit owners as alleged in the Twelfth Cause of Action.

N. The Plaintiffs are entitled to both equitable and legal relief. “As federal courts have recognized, the long-standing distinction between law and equity, though abolished in procedure, continues in substance, *Coca-Cola Co. v. Dixi-Cola Labs.*, 155 F.2d 59, 63 (4th Cir. 1946); 30A C.J.S. *Equity* § 8 (2007). A judgment for damages is a legal remedy, whereas other remedies, such as avoidance or attachment, are equitable remedies. *See* 30A *Equity* § 1 (2007).” *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1053 (2015).

O. “[W]here default is entered as a result of a discovery sanction, the non-offending party ‘need only establish a *prima facie* case in order to obtain the default.’ *Foster*, 227 P.3d at 1049 (*citing Young v. Johnny Ribeiro Building, Inc.*, 106 Nev. 88, 94, 787 P.2d 777, 781 (1990)). “[W]here a district court enters a default, the facts alleged in the pleadings will be deemed admitted. Thus, during a NRCP 55(b)(2) prove-up hearing, the district court shall consider the allegations deemed admitted to determine whether the non-offending party has established a *prima facie* case for liability.” *Foster*, 227 P.3d at 1049-50. A *prima facie* case requires only “sufficiency of evidence in order to send the question to the jury.” *Id.* 227 P.3d at 1050 (*citing Vancheri v. GNLV Corp.*, 105 Nev. 417, 420, 777 P.2d 366, 368 (1989)). The Plaintiffs have met this burden regarding all of their causes of action.

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

7 Q. Disgorgement is a remedy designed to dissuade individuals from attempting to profit
8 from their inappropriate behavior. "Disgorgement as a remedy is broader than
9 restitution or restoration of what the plaintiff lost." *American Master Lease LLC v.*
10 *Idanta Partners, Ltd*, 225 Cal. App. 4th 1451, 1482, 171 Cal. Rptr. 3d 548, 572
11 (2014)(*internal citation omitted*). "Where 'a benefit has been received by the defendant
12 but the plaintiff has not suffered a corresponding loss or, in some cases, any loss, but
13 nevertheless the enrichment of the defendant would be unjust . . . the defendant may be
14 under a duty to give to the plaintiff the amount by which [the defendant] has been
15 enriched.'" *Id.* 171 Cal. Rptr. 3d at 573 (*internal citations omitted*). *See also Miller v.*
16 *Bank of America, N.A.*, 352 P.3d 1162 (N.M. 2015) and *Cross v. Berg Lumber Co.*, 7
17 P.3d 922 (Wyo. 2000).
18

19 III. JUDGMENT

20
21 Judgment is hereby entered against MEI-GSR, Gage Village and the Unit Owner's
22 Association as follows:

23 Monetary Relief:

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

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

20
21 **Non-Monetary Relief:**


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

1 amounts. They will be collected from *all* unit owners and properly allocated on the Unit Owner's
2 Association ledgers; and
3 4. The current rotation system will remain in place.

4 **Punitive Damages:**

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

21 DATED this 9 day of October, 2015.

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

CERTIFICATE OF SERVICE

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

Jonathan Tew, Esq.

Jarrad Miller, Esq.

Stan Johnson, Esq.

Mark Wray, Esq.

DATED this 9 day of October, 2015.


SHEILA MANSFIELD
Judicial Assistant

EXHIBIT “3”

EXHIBIT “3”

SECOND JUDICIAL DISTRICT COURT



**WASHOE COUNTY
STATE OF NEVADA**

Office of Court Administration
75 Court Street, Reno, NV 89501
Phone: 775-328-3119 * FAX: 775-328-3206
Alicia Lerud, Esq.
District Court Administrator and Clerk of Court

MEMORANDUM

To: Distribution

From: Alicia Lerud, *Alicia Lerud*
District Court Administrator/Clerk of Court

Date: September 12, 2022

Subject: Submitted Cases

Pursuant to Rule 17 of the Supreme Court of Nevada. At the direction of the Second Judicial District Court Judges, all motions and other matters submitted for decision and undecided for a period of sixty (60) days or more must be identified on a public list. The list must indicate the date of submission.

Counsel are asked to examine the list and, before the fifteenth day of each month, shall notify the clerk and court by letter of any matters so submitted and omitted from the list.

AL:gmg

Attachment(s):

Distribution: All District Judges
All Court Masters
Front Bulletin Board of the Courthouse
Administrator of Court Technology for posting on the WEB

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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE**

THIS REPORT DOES NOT
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CONFIDENTIAL CASES

Request for Submissions

Dept. OJ37

HON. NANCY SAITTA

Case Information

Case Id: CV12-02222 Number of Days since submission: 790
Case Description: ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)
Date Submitted: 7/14/2020
Submit Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures, submitted for decision on July 14, 2020

Case Id: CV12-02222 Number of Days since submission: 774
Case Description: ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)
Date Submitted: 7/30/2020
Submit Plaintiff's Motion in Support of Punitive Damages Award

Case Id: CV12-02222 Number of Days since submission: 601
Case Description: ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)
Date Submitted: 1/19/2021
Submit MOTION FOR FEES (NO ORDER)

Case Id: CV12-02222 Number of Days since submission: 593
Case Description: ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)
Date Submitted: 1/27/2021
Submit Stipulated [Proposed] Amended Protective Order Concerning Confidential Information Produced On Or After September 25, 2019

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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE**

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Request for Submissions

Dept. OJ37

HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	584
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Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)
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Date Submitted:	2/5/2021
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Submit	Defendants' Motion for Leave to File Motion for Reconsideration of December 24, 2020 Order Granting Motion For Clarification and Request For Hearing, submitted for decision on February 5, 2021 (A partial Order was entered September 29, 2021, but no determination has been made regarding Defendants request for reconsideration of sanctions imposed in the 12/24/2020, Order);
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Case Id:	CV12-02222	Number of Days since submission:	570
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Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)
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Date Submitted:	2/19/2021
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Submit	MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEPT OF COURT
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Case Id:	CV12-02222	Number of Days since submission:	558
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Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)
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Date Submitted:	3/3/2021
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Submit	Motion for Fees Pursuant to NRCP 37
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Case Id:	CV12-02222	Number of Days since submission:	557
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Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)
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Date Submitted:	3/4/2021
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Submit	Emergency Motion To Stay Enforcement of December 24, 2020 Order Pending Hearing and Ruling on Motion For Reconsideration
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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE**

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Request for Submissions

Dept. OJ37

HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	509
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	4/21/2021		
Submit	Motion for Instructions to Receiver to Take Over Control of Rents, Dues, Revenues, and Bank Accounts		

Case Id:	CV12-02222	Number of Days since submission:	311
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	11/5/2021		
Submit	PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE (MOTION) ON SEPT 27, 2021		

Case Id:	CV12-02222	Number of Days since submission:	308
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	11/8/2021		
Submit	DEFENDANTS MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES (MOTION) ON OCT 5, 2021		

Case Id:	CV12-02222	Number of Days since submission:	304
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	11/12/2021		
Submit	Motion for Leave to File Motion for Reconsideration and Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting Defendants' Motion for Reconsideration of December 24, 2020 Order		

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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE**

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Request for Submissions

Dept. OJ37

HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	299
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	11/17/2021		
Submit	17 PROPOSED ORDERS		

Case Id:	CV12-02222	Number of Days since submission:	298
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	11/18/2021		
Submit	Ex Parte Motion for Order Shortening Time		

Case Id:	CV12-02222	Number of Days since submission:	286
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	11/30/2021		
Submit	Emergency Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings		

Case Id:	CV12-02222	Number of Days since submission:	263
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	12/23/2021		
Submit	Motion for Order to Show Cause		

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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE**

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Request for Submissions

Dept. OJ37

HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	263
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	12/23/2021		
Submit	Defendant's Request to Submit Proposed Orders		

Case Id:	CV12-02222	Number of Days since submission:	263
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	12/23/2021		
Submit	ORDER DENYING, WITHOUT PREJUDICE, PLAINTIFFS MOTION IN SUPPORT OF PUNITIVE DAMAGES AWARD		

Case Id:	CV12-02222	Number of Days since submission:	258
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	12/28/2021		
Submit	Proposed Order Denying Receiver's Request to Approve Updated Fees and Order to Conduct New Calculations.		

Case Id:	CV12-02222	Number of Days since submission:	256
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	12/30/2021		
Submit	Motion For Dismissal Of Claims Of Deceased Party Plaintiffs Due To Untimely Filing Of Notice or Suggestion Of Death And Motion To Substitute Party ("Motion")		

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COUNTY OF WASHOE**

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Dept. OJ37

HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	256
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	12/30/2021		
Submit	Proposed Order Denying Plaintiff's Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings		

Case Id:	CV12-02222	Number of Days since submission:	250
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	1/5/2022		
Submit	Order Granting Defendant's Motion for Leave to File Motion for Reconsideration of December 24, 2020, Order Granting Motion for Clarification and Request for Hearing		

Case Id:	CV12-02222	Number of Days since submission:	250
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	1/5/2022		
Submit	[PROPOSED] ORDER DENYING PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT		

Case Id:	CV12-02222	Number of Days since submission:	250
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	1/5/2022		
Submit	Order Granting Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures		

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COUNTY OF WASHOE**

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HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	250
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	1/5/2022		
Submit	Order Denying Plaintiffs' Motion for Fees Pursuant to the Court's December 24, 2020 Order Granting Motion for Clarification		

Case Id:	CV12-02222	Number of Days since submission:	250
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	1/5/2022		
Submit	Order Granting Defendants' Emergency Motion to Stay Enforcement of 12/24/2020 Order pending Hearing and Ruling on Motion for Reconsideration		

Case Id:	CV12-02222	Number of Days since submission:	242
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	1/13/2022		
Submit	Motion For Relief From Obligation To Supplement Under NRCP 26(e)(1) and Motion to Reinstate Attorney-Client Privilege		

Case Id:	CV12-02222	Number of Days since submission:	220
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	2/4/2022		
Submit	REQUEST FOR SUBMISSION OF PROPOSED ORDERS		

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**SECOND JUDICIAL DISTRICT COURT
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Request for Submissions

Dept. OJ37

HON. NANCY SAITTA

Case Id: CV12-02222 Number of Days since submission: 210

Case Description: ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)

Date Submitted: 2/14/2022

Submit
* * *
1. [PROPOSED] OMNIBUS ORDER REGARDING (1) PLAINTIFFS' MOTION TO EXPEDITE RULINGS OR STAY; (2) PLAINTIFFS' MOTION FOR ORDER SHORTENING TIME; (3) DEFENDANTS' MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES AND (4) PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE (Attached hereto as Exhibit 1) and 2. [PROPOSED] ORDER GRANTING MOTION FOR DISMISSAL OF CLAIMS OF DECEASED PARTY PLAINTIFFS DUE TO UNTIMELY FILING OF NOTICE OR SUGGESTION OF DEATH AND MOTION TO SUBSTITUTE PARTY (Attached hereto as Exhibit 2).

Case Id: CV12-02222 Number of Days since submission: 210

Case Description: ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)

Date Submitted: 2/14/2022

Submit
* * *
1. [PROPOSED] OMNIBUS ORDER REGARDING (1) PLAINTIFFS' MOTION TO EXPEDITE RULINGS OR STAY; (2) PLAINTIFFS' MOTION FOR ORDER SHORTENING TIME; (3) DEFENDANTS' MOTION FOR LEAVE TO FILE SUPPLEMENTAL OBJECTION TO RECEIVER'S ANALYSIS AND CALCULATION OF DAILY USE FEE, SHARED FACILITIES UNIT EXPENSE FEES AND FOR COURT TO SET EFFECTIVE DATE FOR NEW FEES AND (4) PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE (Attached hereto as Exhibit 1) and 2. [PROPOSED] ORDER GRANTING MOTION FOR DISMISSAL OF CLAIMS OF DECEASED PARTY PLAINTIFFS DUE TO UNTIMELY FILING OF NOTICE OR SUGGESTION OF DEATH AND MOTION TO SUBSTITUTE PARTY (Attached hereto as Exhibit 2).

Case Id: CV12-02222 Number of Days since submission: 210

Case Description: ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)

Date Submitted: 2/14/2022

Submit
* * *
[PROPOSED] ORDER GRANTING DEFENDANTS' MOTION TO DISCHARGE RECEIVER AND TERMINATE THE RECEIVERSHIP BE RE-SUBMITTED WITH THE FOLLOWING CORRECTION: THE "SUBMITTED BY" SIGNATURE BLOCK IN THE ORIGINAL WAS INCORRECT AND HAS BEEN RECTIFIED IN THE ATTACHED PROPOSED ORDER

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Case Id:	CV12-02222	Number of Days since submission:	210
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	2/14/2022		
Submit	MOTION (PROPOSED ORDER EX1)		

Case Id:	CV12-02222	Number of Days since submission:	207
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	2/17/2022		
Submit	REQUESTS THAT THE MATTERS ADDRESSED IN BRIEFING SUBMITTED BY THE RECEIVER AND THE PARTIES REGARDING THE PAYMENT OF THE FEES OF THE RECEIVER AND HIS COUNSEL ORDERED BY THE COURT AT THE STATUS CONFERENCE ON FEB 4, 2022		

Case Id:	CV12-02222	Number of Days since submission:	196
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	2/28/2022		
Submit	MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONEPT OF COURT ON FEB. 1, 2022		

Case Id:	CV12-02222	Number of Days since submission:	196
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	2/28/2022		
Submit	EMERGENCY MOTION TO STAY ENFORCEMENT OF THE COURT'S SEVEN ORDERS ENTERED JAN 4, 2022 PENDING HEARING AND RULING ON DEFENDANTS MOTIONS FOR RECONSIDERATION AND APPEAL		

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HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	186
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	3/10/2022		
Submit * * *	MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER DENYING AS MOOT DEFENDANTS' EMERGENCY MOTION TO EXTEND STAY PENDING FINAL DISPOSITION OF THE MOTION TO RECONSIDER		

Case Id:	CV12-02222	Number of Days since submission:	181
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	3/15/2022		
Submit * * *	<p>1. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFFS' MOTION FOR INSTRUCTIONS TO RECEIVER ON JANUARY 14, 2022; THE PLAINTIFFS FILED THEIR OPPOSITION ON FEBRUARY 14, 2022; AND THE DEFENDANTS FILED THEIR REPLY ON MARCH 11, 2022. 2. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING PLAINTIFF'S MOTION TO STAY SPECIAL ASSESSMENT AND REQUEST FOR ORAL ARGUMENT ON JANUARY 18, 2022; PLAINTIFFS FILED THEIR OPPOSITION ON FEBRUARY 14, 2022; DEFENDANTS FILED THEIR REPLY ON MARCH 11, 2022. 3. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS AND REQUEST FOR ORAL ARGUMENT ON JANUARY 18, 2022. THE PLAINTIFFS' FILED THEIR OPPOSITION ON FEBRUARY 14, 2022; AND DEFENDANTS' REPLY WAS FILED ON MARCH 11, 2022. A. ADDITIONALLY, THE RECEIVER FILED HIS OPPOSITION TO THE MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER GRANTING RECEIVER'S MOTION FOR ORDERS & INSTRUCTIONS AND REQUEST FOR ORAL ARGUMENT ON FEBRUARY 22, 2022; AND THE DEFENDANTS FILED THEIR REPLY TO THE RECEIVER ON MARCH 4, 2022. 4. DEFENDANTS FILED THEIR MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES ON JANUARY 18, 2022; PLAINTIFFS FILED THEIR OPPOSITION ON FEBRUARY 14, 2022; DEFENDANTS FILED THEIR REPLY ON MARCH 11, 2022. A. ADDITIONALLY, THE RECEIVER FILED HIS OPPOSITION TO THE MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION OF ORDER APPROVING RECEIVER'S REQUEST TO APPROVE UPDATED FEES ON FEBRUARY 22, 2022; AND THE DEFENDANTS FILED THEIR REPLY TO THE RECEIVER ON MARCH 4, 2022.</p>		

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HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	165
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	3/31/2022		
Submit	Order Granting Preliminary Injunction		

Case Id:	CV12-02222	Number of Days since submission:	161
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	4/4/2022		
Submit	PROPOSED ORDER DENYING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION		

Case Id:	CV12-02222	Number of Days since submission:	160
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	4/5/2022		
Submit	Motion for Order to Show Cause as to Why the Defendants Should Not Be Held in Contempt of Court		

Case Id:	CV12-02222	Number of Days since submission:	150
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	4/15/2022		
Submit	PROPOSED ORDER GRANTING DEFENDANTS EX PARTE APPLICATION FOR INTERIM STAY OF ORDER GRANTING PLAINTIFFS' SUPPLEMENTAL MOTION FOR FEES		

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COUNTY OF WASHOE**

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HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	139
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	4/26/2022		
Submit	ORDER DENYING MOTION TO DISMISS PURSUANT TO NRCP 41(e) (PROPOSED ORDER EX1)		

Case Id:	CV12-02222	Number of Days since submission:	138
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	4/27/2022		
Submit	PROPOSED ORDER GRANTING DEFENDANTS' MOTION TO DISMISS PURSUANT TO NRCP 41(E)		

Case Id:	CV12-02222	Number of Days since submission:	133
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	5/2/2022		
Submit	Proposed Order Denying Plaintiffs' Motion for Preliminary Injunction		

Case Id:	CV12-02222	Number of Days since submission:	119
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	5/16/2022		
Submit	MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST FOR ORAL ARGUMENT ON MOTION DURING HEARING SET FOR MAY 12, 2022 ON APRIL 25, 2022		

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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE**

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HON. NANCY SAITTA

Case Id:	CV12-02222	Number of Days since submission:	108
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	5/27/2022		
Submit	ORDER TO SHOW CAUSE (PROPOSED ORDER EX1)		

Case Id:	CV12-02222	Number of Days since submission:	108
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	5/27/2022		
Submit	ORDER DENYING PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT		

Case Id:	CV12-02222	Number of Days since submission:	62
Case Description:	ALBERT THOMAS ETAL. VS MEI-GSR HOLDINGS ETAL(OJ37)		
Date Submitted:	7/12/2022		
Submit	DEFENDANTS PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER DENYING PLAINTIFFS' REQUEST FOR PUNITIVE DAMAGES (PROPOSED ORDER EX1)		

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EXHIBIT “4”

EXHIBIT “4”

CODE: 1520
Jarrad C. Miller, Esq. (NV Bar No. 7093)
Briana N. Collings, Esq. (NV Bar No. 14694)
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rle@lge.net

Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

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

Defendants.

Case No. CV12-02222
Dept. No. 10 (Senior Judge)

DECLARATION OF BRIANA N. COLLINGS, ESQ.

I, Briana N. Collings, Esq., hereby state as follows:

1. I am an associate attorney at the law firm of Robertson, Johnson, Miller & Williamson, attorney of record for the Plaintiffs in the above-captioned case. I am licensed to practice in all court in the State of Nevada.

2. Between Friday, September 30, 2022, and October 6, 2022, my office exchanged several emails with Defendants' counsel to discuss the joint status report the Court requested. A true and correct copy of this email chain is attached to Plaintiffs' Independent Status Report as Exhibit 1.

DATED this 7th day of October, 2022.

/s/ *Briana N. Collings*

Briana N. Collings, Esq.

CODE: 2145
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Briana N. Collings, Esq. (NV Bar No. 14694)
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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.

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

Defendants.

Case No. CV12-02222
Dept. No. OJ41

PLAINTIFFS' MOTION FOR ORDER
TO SHOW CAUSE

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

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

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

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

7 *And*

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

10 By: /s/ Jarrad C. Miller

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

12 *Attorneys for Plaintiffs*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

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

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

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

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

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

3 **II. FACTS**

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

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

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

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

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

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

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

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

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

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

7 **III. LEGAL ARGUMENT**

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

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

16 **IV. CONCLUSION**

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

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

25 DATED this 28th day of December, 2022.

26 ROBERTSON, JOHNSON,
27 MILLER & WILLIAMSON

28 By: /s/ Jarrad C. Miller

Jarrad C. Miller, Esq.
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

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

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

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

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

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

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

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Index of Exhibits

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

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

THE SUMMIT

AT GRAND SIERRA RESORT

OWNER ACCOUNT STATEMENT

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

TMI PROPERTY GROUP
 898 LUXURY DRIVE

CONCORD, CA 94518

Reservation Detail

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

Misc. Credit/Expenses

Description	Amount
2021 YE True Up	\$58.26

Please Make Checks Payable to:

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

R.App.0951

Statement Summary

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

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

** Expenses under review

Please Make Checks Payable to:

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

R.App.0952

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”



OWNER ACCOUNT STATEMENT

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

TMI PROPERTY GROUP
 898 LUXURY DRIVE

CONCORD, CA 94518

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

Misc. Credit/Expenses

Description	Amount
2021 YE True Up	\$58.26

Statement Summary

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

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

** Expenses under review

Please Make Checks Payable to:

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

R.App.0954

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

Jarrad Miller

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

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

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

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

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

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

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

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

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

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

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

Important:

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

PERSONAL AND CONFIDENTIAL. This message originates from the law firm of Robertson, Johnson, Miller & Williamson. This message and any file(s) or attachment(s) transmitted with it are confidential, intended only for the named recipient, and may contain information that is a trade secret, proprietary, protected by the attorney work product doctrine, subject to the attorney-client privilege, or is otherwise protected against unauthorized use or disclosure. This message and any file(s) or attachment(s) transmitted with it are transmitted based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. If you receive this message in error, please advise the sender by immediate reply and delete the original message. Personal messages express only the view of the sender and are not attributable to Robertson, Johnson, Miller & Williamson. We advise you that any tax advice contained in this communication (including any attachments) is not intended to be used, and cannot be used, for purposes of (i) avoiding penalties imposed under the United States Internal Revenue Code or (ii) promoting, marketing or recommending to another person any tax-related matter addressed herein. TRANSMISSION OF THIS INFORMATION IS NOT INTENDED TO CREATE, AND RECEIPT DOES NOT CONSTITUTE, AN ATTORNEY-CLIENT RELATIONSHIP.

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

CODE: 1520
Jarrad C. Miller, Esq. (NV Bar No. 7093)
Briana N. Collings, Esq. (NV Bar No. 14694)
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Robert L. Eisenberg, Esq. (NV Bar No. 0950)
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Reno, Nevada 89519
Telephone: (775) 786-6868
Facsimile: (775) 786-9716
rle@lge.net

Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

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

Defendants.

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

I, Jarrad C. Miller, state:

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

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

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

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

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

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

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

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

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

DATED this 28th day of December, 2022.

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

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

JTS@pisanellibice.com

PISANELLI BICE PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: 702.214.2100

Facsimile: 702.214.2101

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David C. McElhinney, Esq., Bar No. 0033

david.mcelhinney@meruelogroup.com

MERUELO GROUP, LLC

Legal Services Department

5th Floor Executive Offices

2535 Las Vegas Boulevard South

Las Vegas, NV 89109

Tel: (562) 454-9786

Attorneys for Defendants

MEI-GSR Holdings, LLC;

Gage Village Commercial Development, LLC;

and AM-GSR Holdings, LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

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

Case No.: CV12-0222

Dept. No.: OJ41

NOTICE OF APPEAL

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

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

Plaintiff(s),

v.

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

Defendant(s).

Notice is hereby given that Defendants MEI-GSR Holdings, LLC; AM-GSR Holdings, LLC;
and Gage Village Commercial Development, LLC hereby appeal to the Supreme Court of Nevada
from the Order on Plaintiffs' Application for Temporary Restraining Order, and Motion for
Preliminary Injunction ("the Injunctive Relief Motion"), entered in this action on December 5, 2022,
attached hereto as Exhibit A, as well as all orders, rulings, or decisions relating thereto, and any other
order, ruling, or decision made appealable thereby.

...

...

...

AFFIRMATION

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

DATED this 3rd day of January, 2023.

PISANELLI BICE PLLC

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

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that on this 3rd day of January, 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **NOTICE OF APPEAL** to all registered participants in this matter.

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/s/ Shannon Dinkel
An employee of PISANELLI BICE PLLC

EXHIBIT A

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

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

The Court makes the following factual findings:

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

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

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

6 THE COURT: That is correct, by virtue of court order. Yes.

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

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

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

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

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

19 Each unit owner's Deed and Title to their Units at the Grand Sierra Resort, is subject to the
20 covenants, conditions, restrictions and reservations included in the Seventh Amendment to
21 Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements,
22 ("7th Amended CC&Rs").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 ⁴ That statute provides:

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

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

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

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

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

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

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

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

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

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

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

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

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

5
6 Currently there are a number of Applications for Issuance of Orders to Show Cause related to
7 Defendants conduct with respect to the Receiver.⁶ These Applications for OSC will be decided
8 and, if cause is shown, hearings on these issues will proceed.

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

14
15
16 ⁵ NRS 116.21185 Respective interests of units' owners following termination. The respective interests of units'
owners referred to in subsections 5, 6 and 7 of NRS 116.2118 and in NRS 116.21183 are as follows:

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

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

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

24 ⁶ Those include:

25 Plaintiffs' 04/25/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)

26 Plaintiffs' 03/02/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)

27 Plaintiffs' 02/01/22 Motion for Order to Show Cause (Defendants' contempt for violations of Court's orders, including
01/04/22 orders)

28 Plaintiffs' 11/19/21 Motion for Order to Show Cause (Defendants' contempt for violating 01/17/15 Order) and,
12/23/21 Plaintiffs' 09/27/21 Motion for Order to Show Cause (Defendants' contempt for violating 01/17/15 Order)
Plaintiffs' 2/11/21 Motion for Order to Show Cause (Defendants' contempt for violating 12/24/22 order)

These are referred to collectively as the Applications for OSC.

1 The Court makes the following legal conclusions:

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

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

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

9 Therefore, the Court issues the following Orders:

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

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

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

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

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

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

9 IT IS FURTHER ORDERED that in all other respects the Injunctive Relief Motion is denied.
10

11
12 Dated this 5th day December, 2022.

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14 
15 Hon. Elizabeth Gonzalez, (Ret.)
16 Sr. District Court Judge
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CERTIFICATE OF SERVICE

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

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

TODD ALEXANDER, ESQ.

F. SHARP, ESQ.

STEPHANIE SHARP, ESQ.

G. DAVID ROBERTSON, ESQ.

ROBERT EISENBERG, ESQ.

JENNIFER HOSTETLER, ESQ.



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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)¹

Pursuant to WDCR 12(5) the Court after consideration of the Plaintiffs' November 6, 2015 Motion in Support of Punitive Damages Award ("Punitive Damages Motion"), the Defendants' December 1, 2020 opposition ("Opposition"), Plaintiffs' July 30, 2020 Reply in Support of Award of Punitive Damages ("Punitive Damages Reply"), Plaintiffs' July 6, 2022 Punitive Damages Summary, Defendants' July 6, 2022 Trial Summary, the oral argument and evidence submitted by the parties during the hearing on July 8 and 18, 2022, a review of the briefing, exhibits, testimony of the witness, transcripts of the proceedings as well as the evidence in the record, including but not

¹ On January 21, 2021, Chief District Court Judge Scott Freeman, entered an Order Disqualifying All Judicial Officers of the Second Judicial District Court. On September 19, 2022, the Nevada Supreme Court entered a Memorandum of Temporary Assignment, appointing the undersigned Senior Judge.

1 limited to, evidence submitted during the underlying hearing on compensatory damages, and being
2 fully informed rules on the Punitive Damages Motion²:

3 The Court conducted a prove up hearing on March 23-25, 2015³ after striking the Defendants
4 answer for discovery abuses and entering a default. This resulted in an admission as true all
5 allegations contained in the Second Amended Complaint. An order awarding damages and making
6 factual findings was entered on October 9, 2015. The Court at that time requested further briefing
7 on the issue of punitive damages and ordered the parties to contact chambers to schedule a hearing.
8 Defendants have argued the Unit Maintenance Agreement and Unit Rental Agreement prohibit an
9 award of punitive damages and limit an award of compensatory damages. These arguments were
10 already raised and rejected when the Court issued its October 9, 2015 Order.
11

12 The economic loss doctrine does not apply to limit Plaintiffs' recovery for intentional torts.⁴
13
14
15

16 ² Although no written order finding that punitive damages were warranted was entered after the July 8, 2022 hearing and
17 prior to the commencement of the July 18, 2022 hearing, it appears that all involved agreed that the July 18 hearing
18 would not be necessary if Senior Justice Saitta found that punitive damages should not be awarded. The motion was
19 granted orally during the July 18, 2022 hearing. 7/18/2022 Transcript, p. 10, l. 1-2. The findings stated on the record
20 were:

21 There were five tort claims set forth by the plaintiffs in an earlier hearing. Number 1, we have a tortious interference
22 with contract; we have fraud; we have conversion; we have deceptive trade practices -- it appears as if I'm missing one --
23 oh, tortious breach of the covenant of good faith and fair dealing; fraud and intentional misrepresentation -- let me be
24 clear on that one -- violation of the Deceptive Trade Practices Act. And I believe that that contains all the necessary
25 findings that need to be made for us to proceed in our hearing today.

26 7/18/2022 Transcript, p. 10; l. 8-18.

27 ³ Regardless of what an earlier Judge called the proceeding, the March 2015 evidentiary hearing was a bench trial. The
28 Court has determined that this is a bench trial based upon the USJR definitions.

According to the definitions in the data dictionary, a bench trial is held when a trial begins and evidence is taken or witnesses are sworn. Accordingly, if you have indicated that the bench trial was held, then a corresponding bench trial disposition should be used to dispose of the case.

26 See https://nvcourts.gov/AOC/Programs_and_Services/Research_and_Statistics/FAQs/#civil1. The length of time
27 between the first portion of the trial and the conclusion of the trial is one which is unacceptable in the administration of
28 justice in Nevada.

⁴ *Halcrow, Inc. v. Eighth Jud. Dist. Ct.*, 129 Nev. 394, 402 fn. 2 (2013).

1 The Nevada Legislature has limited the recovery of punitive damages in NRS 42.005.⁵

2 The Court in the October 9, 2015 Order found that the Defendants had made intentional
3 misrepresentations(fraud), breached the covenant of good faith and fair dealing, and converted the
4 property of the Plaintiffs.

5
6 The Court is tasked, in part, with determining which causes of action support the punitive damages
7 claim and warrant the award of punitive damages, if any.

8 While it is unclear whether the breach of the implied covenant finding in the October 9, 2015 Order
9 is sufficient to support a punitive damages award, the conduct related to the conversion and
10 intentional misrepresentation/fraud claims clearly warrant consideration of such damages.

11 Defendants' officers, including Kent Vaughan, Defendants' Senior Vice President of Operations,
12 admitted to the tortious scheme.⁶

13
14
15 ⁵ That statute provides in pertinent part:

16 1. Except as otherwise provided in [NRS 42.007](#), in an action for the breach of an obligation not arising from
17 contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud or
18 malice, express or implied, the plaintiff, in addition to the compensatory damages, may recover damages for the sake of
19 example and by way of punishing the defendant. Except as otherwise provided in this section or by specific statute, an
award of exemplary or punitive damages made pursuant to this section may not exceed:

(a) Three times the amount of compensatory damages awarded to the plaintiff if the amount of compensatory
damages is \$100,000 or more; or

20 * * *

21 3. If punitive damages are claimed pursuant to this section, the trier of fact shall make a finding of whether such
22 damages will be assessed. If such damages are to be assessed, a subsequent proceeding must be conducted before the
same trier of fact to determine the amount of such damages to be assessed. The trier of fact shall make a finding of the
amount to be assessed according to the provisions of this section...

23 ⁶ Vaughn testified in deposition on August 26, 2013. Relevant portions of the transcript show the conscious decision by
24 an officer of Defendants.

25 Q. How did you first come to know in July of 2011 that the Grand Sierra was taking in income for units that
were not in the unit rental program?

26 A. I authorized the front desk to use non-rental units due to demand, consumer demand.

27 Q. And when you authorized the front desk in was it July of 2011 –

A. Yes.

28 Q. -- to use units that were not in the unit rental program, did you or anyone else that you know of who
represents the Grand Sierra, contact the Grand Sierra Resort unit rental owners who were not in the program,
to advise them of this policy?

1 The Court finds the given the prior striking of Defendant's answer, Vaughn's testimony alone is
2 sufficient to meet the burden of proof of clear and convincing evidence to prove malice, oppression
3 or fraud related to the tortious scheme.

4 The damages awarded in the October 9, 2015 Order are based in part on contract claims. Damages
5 for the tort claims were based upon the same calculations and testimony provided by Plaintiffs' sole
6 witness. This crossover does not preclude an award of punitive damages related to the tort damages
7 but limits a double recovery.
8

9 A plaintiff may assert several claims for relief and be awarded damages on different theories.
10 It is not uncommon to see a plaintiff assert a contractual claim and also a cause of action
11 asserting fraud based on the facts surrounding the contract's execution and performance. See
12 Amoroso Constr. v. Lazovich and Lazovich, 107 Nev. 294, 810 P.2d 775 (1991). The
13 measure of damages on claims of fraud and contract are often the same. However, Marsh is
14 not permitted to recover more than her total loss plus any punitive damages assessed. She
15 can execute on the assets of any of the five parties to the extent of the judgments entered
16 against them until she recovers her full damages.

17 Topaz Mutual Co. v. Marsh, 108 Nev. 845, (1992) at pages 851- 852.

18 After review of all of the available evidence the Court concludes that two categories of damages
19 from the October 2015 Order warrant and support an award of punitive damages:

20 Damages awarded for underpaid revenues \$442,591.83 fall within the conversion claim⁷ and
21 intentional misrepresentation/fraud⁸;

22
23 A. No.

24 Q. Why?

25 A. I didn't have authorization to rent them.

Q. So it was a conscious decision to rent them without authorization?

A. Yes.

26 Vaughan Transcript, Ex. 1 to Reply, at p. 29 l. 3-21.

27 ⁷ October 9, 2015 Order, Conclusion of Law C, at p. 16 l. 16 to p. 17 l. 4.

28 ⁸ October 9, 2015 Order, Conclusion of Law I, at p. 18 l. 15 to l. 22.

1 Damages awarded for the rental of units of owners who had no rental agreements

2 \$4,152,669.13 falls within the conversion claim⁹ and intentional misrepresentation/fraud¹⁰;

3 The award of punitive damages on these claims would not act as a double recovery for Plaintiffs.

4 The Court finds that the remaining damages awarded in the October 9, 2015 Order are based on
5 contract claims rather than tort claims and not appropriate for consideration of punitive damages.
6

7 Given Defendants' tortious scheme and the intentional misconduct of Defendants, punitive
8 damages in this case are appropriate to set an example.

9 The amount of these damages serve to punish and will not destroy Defendants.¹¹

10 While the Court recognizes that there is a spectrum of percentages which have been awarded in
11 various Nevada punitive damages cases, given the nature of the conduct and procedural history of
12 this case, the Court concludes the appropriate multiplier in this matter is two (2) times the
13 compensatory award for the conversion claim and intentional misrepresentation/fraud claim.
14

15 Accordingly based on the compensatory damages for which punitive damages are appropriate
16 totaling \$4,595,260.96 the Court awards punitive damages in the total amount of \$9,190,521.92
17

18 Plaintiffs counsel is directed to submit a final judgment consistent with the October 9, 2015 Order
19 and this Order.
20

21 Dated this 17th day of January 2023.

22
23 
24 Hon. Elizabeth Gonzalez, (Ret.)
25 Sr. District Court Judge
26

26 ⁹ October 9, 2015 Order, Conclusion of Law C, at p. 16 l. 16 to p. 17 l. 4.

27 ¹⁰ October 9, 2015 Order, Conclusion of Law I, at p. 18 l. 15 to l. 22.

28 ¹¹ See July 18, 2022 transcript (sealed), p. 100 l. 2 to p. 101 l. 5.

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 17th day of January, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

TODD ALEXANDER, ESQ.

F. SHARP, ESQ.

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Plaintiff,

vs.

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Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

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

PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE

DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT.¹ The Court

concludes that the order entered by Sr. Justice Saitta on 9/29/21 removed the obligation to disgorge the funds until further order. Cause has not been shown that a violation of NRS 22.010(3)² has

¹ The court has also reviewed the DEFENDANTS' OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT filed 2/17/21 and the REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT filed 2/19/21. The Court notes that an OST was submitted and never acted upon.

² The statute provides in pertinent part:

1 occurred by failing to disgorge the amounts identified in the 12/24/2020 order; the motion is
2 denied.

3 PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE filed 09/27/21³ for Defendants'
4 failure to comply with the January 7, 2015 Order Appointing Receiver and Directing Defendants'
5 Compliance. Cause has been shown that a violation of NRS 22.010(3)⁴ has occurred by failing to
6 comply with the order appointing receiver; the motion is granted. Pursuant to NRS 22.030(2)⁵ a trial
7 is scheduled to be conducted under NRS 22.090.⁶ At trial the Court will hear the answer and any
8 evidence presented by the parties; determine whether a contemptuous act has occurred; and, if so,
9 may order relief and/or damages including but not limited to those set forth under NRS 22.100.⁷
10
11

12 _____
13 NRS 22.010 Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:
14 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

15 ³ The Court has also reviewed DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO
16 SHOW CAUSE filed 10/11/21, and PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW
17 CAUSE filed 11/5/21.

18 ⁴ The statute provides in pertinent part:

19 NRS 22.010 Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:
20 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

21 ⁵ The statute provides in pertinent part:

22 NRS 22.010 Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:
23 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

24 ⁶ The statute provides in part:

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

⁷ The statute provides in part:

NRS 22.100 Penalty for contempt.

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

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

3. In addition to the penalties provided in subsection 2, if a person is found guilty of contempt pursuant to
subsection 3 of [NRS 22.010](#), the court may require the person to pay to the party seeking to enforce the writ, order, rule

1 PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE filed 11/19/21⁸ for Defendants'
2 failure to comply with the January 7, 2015 Order Appointing Receiver by increasing the . Cause has
3 been shown that a violation of NRS 22.010(3)⁹ has occurred by failing to comply with the order
4 appointing receiver and unilaterally increasing fees¹⁰; the motion is granted. Pursuant to NRS
5 22.030(2)¹¹ a trial is scheduled to be conducted under NRS 22.090.¹² At trial the Court will hear the
6 answer and any evidence presented by the parties; determine whether a contemptuous act has
7 occurred; and, if so, may order relief and/or damages including but not limited to those set forth
8 under NRS 22.100.¹³
9
10

11 _____
12 or process the reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the
13 contempt.

14 ⁸ The Court has also reviewed the DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO
15 SHOW CAUSE AND REQUEST FOR AWARD OF ATTORNEYS' FEES AND COSTS filed 12/03/21 and
16 PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE filed on 12/17/21.

17 ⁹ The statute provides in pertinent part:

18 NRS 22.010 Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:
19 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

20 ¹⁰ These fees were separately addressed by order entered on January 4, 2022.

21 ¹¹ The statute provides in pertinent part:

22 NRS 22.010 Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:
23 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

24 ¹² The statute provides in part:

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

¹³ The statute provides in part:

NRS 22.100 Penalty for contempt.

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

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

3. In addition to the penalties provided in subsection 2, if a person is found guilty of contempt pursuant to
subsection 3 of [NRS 22.010](#), the court may require the person to pay to the party seeking to enforce the writ, order, rule

1 The request for attorney's fees by Defendants is denied.

2 PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE

3 DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT filed 2/1/22¹⁴ for

4 Defendants refusal to comply with orders, including those issued on January 4, 2022, the motion is
5 granted. Pursuant to NRS 22.030(2)¹⁵ a trial is scheduled to be conducted under NRS 22.090.¹⁶ At

6 trial the Court will hear the answer and any evidence presented by the parties; determine whether a
7 contemptuous act has occurred; and, if so, may order relief and/or damages including but not
8 limited to those set forth under NRS 22.100.¹⁷

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13 or process the reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the
14 contempt.

15 ¹⁴ The Court has also reviewed OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS
16 TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT filed 2/18/22 and
17 REPLY IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE
18 DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT filed 2/28/22.

19 ¹⁵ The statute provides in pertinent part:

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

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

22 ¹⁶ The statute provides in part:

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

27 ¹⁷ The statute provides in part:

28 NRS 22.100 Penalty for contempt.

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

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

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

1 PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE
2 DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT filed on 3/2/22.¹⁸

3 The Court concludes that the mailing of the meeting notice by an 80% owner of the units at
4 GSRUOA is not a violation of a prior court order.¹⁹ Cause has not been shown that a violation of
5 NRS 22.010(3)²⁰ by this mailing; the motion is denied.
6

7 PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE
8 DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST
9 FOR ORAL ARGUMENT ON MOTION DURING HEARING SET FOR MAY 12, 2022 filed
10 on 4/25/22²¹ for Defendants refusal to comply with orders, including those issued on January 4,
11 2022 and failure to turn over rent, the motion is granted. Pursuant to NRS 22.030(2)²² a trial is
12 scheduled to be conducted under NRS 22.090.²³ At trial the Court will hear the answer and any
13
14

15 ¹⁸ The Court has also reviewed DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO
16 SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT filed
17 3/17/22 and REPLY IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE AS TO WHY
18 THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT filed 4/5/22.

19 ¹⁹ The court addressed this in the 12/5/22 Order related to injunctive relief.

20 ²⁰ The statute provides in pertinent part:

21 NRS 22.010 Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:
22 3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

23 ²¹ The Court has also reviewed DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ORDER TO
24 SHOW CAUSE AS TO WHY THE DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT
25 AND REQUEST FOR ORAL ARGUMENT ON MOTION DURING HEARING SET FOR MAY 12, 2022 filed
26 5/9/22, PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE AS TO WHY THE
27 DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT AND REQUEST FOR ORAL
28 ARGUMENT ON MOTION DURING HEARING SET FOR MAY 20, 2022 filed 5/16/22 and DEFENDANTS'
SURREBUTTAL TO PLAINTIFFS' MAY 24, 2022 REBUTTAL ORAL ARGUMENT REGARDING PLAINTIFFS
MOTION FOR ORDER TO SHOW CAUSE REGARDING CONTEMPT filed

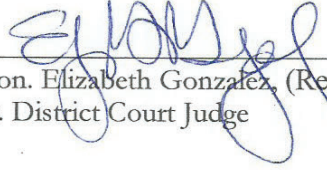
²² The statute provides in pertinent part:

NRS 22.010 Acts or omissions constituting contempts. The following acts or omissions shall be deemed contempts:
3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

²³ The statute provides in part:

1 evidence presented by the parties; determine whether a contemptuous act has occurred; and, if so,
2 may order relief and/or damages including but not limited to those set forth under NRS 22.100.²⁴
3 Because of the overlap between the various allegations of contempt, the Court has determined that
4 it is appropriate to consolidate the trials on these matters. The trials in this matter are set for April 3
5 – 6, 2023 beginning at 9:00 a.m. If counsel after consultation believe the estimated time period of 4
6 days is either too long or too short, counsel shall submit a stipulation and order as to the length of
7 the proceedings.
8

9
10 Dated this 31st day January, 2023.

11
12 
13 Hon. Elizabeth Gonzalez, (Ret.)
14 Sr. District Court Judge
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21 NRS 22.090 Trial; court to hear answer and witnesses; adjournment. When the person arrested has been brought up
22 or appeared, the court or judge shall proceed to investigate the charge, and shall hear any answer which the person
23 arrested shall make to the same, and may examine witnesses for or against the person arrested, for which an
24 adjournment may be had from time to time if necessary.

25 ²⁴ The statute provides in part:

26 NRS 22.100 Penalty for contempt.

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

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

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

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 1st day of February, 2023, I electronically filed the foregoing with the Clerk
of the Court system which will send a notice of electronic filing to the following:

DALE KOTCHKA-ALANES

DANIEL POLSENBERG, ESQ.

DAVID MCELHINNEY, ESQ.

BRIANA COLLINGS, ESQ.

ABRAN VIGIL, ESQ.

JONATHAN TEW, ESQ.

JARRAD MILLER, ESQ.

TODD ALEXANDER, ESQ.

F. SHARP, ESQ.

STEPHANIE SHARP, ESQ.

G. DAVID ROBERTSON, ESQ.

ROBERT EISENBERG, ESQ.

JENNIFER HOSTETLER, ESQ.



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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

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

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

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

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

15 ³ The statute provides in pertinent part:

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

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

18 ⁴ The statute provides in pertinent part:

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

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

21 ⁵ The statute provides in part:

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

26 ⁶ The statute provides in part:

27 NRS 22.100 Penalty for contempt.

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

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

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

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

16 ⁸ The statute provides in pertinent part:

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

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

19 ⁹ The statute provides in pertinent part:

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

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

22 ¹⁰ The statute provides in part:

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

27 ¹¹ The statute provides in part:

28 NRS 22.100 Penalty for contempt.

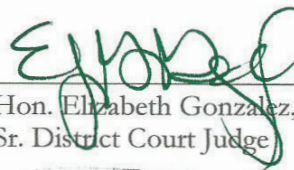
1. Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall determine whether the person proceeded against is guilty of the contempt charged.

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

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

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

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12 _____
13 Hon. Elizabeth Gonzalez, (Ret.)
14 Sr. District Court Judge
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DALE KOTCHKA-ALANES
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G. DAVID ROBERTSON, ESQ.
ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.
ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.

Holly W. Lange

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

JTS@pisanellibice.com

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Las Vegas, Nevada 89101

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Facsimile: 702.214.2101

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MERUELO GROUP, LLC

Legal Services Department

5th Floor Executive Offices

2535 Las Vegas Boulevard South

Las Vegas, NV 89109

Tel: (562) 454-9786

Attorneys for Defendants

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

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

Case No.: CV12-0222

Dept. No.: 10

NOTICE OF POSTING SUPERSEDEAS BOND

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

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

8 Plaintiff(s),
9 v.

10 MEI-GSR HOLDINGS, LLC, a Nevada
11 Limited Liability Company, AM-GSR
12 HOLDINGS, LLC, a Nevada Limited Liability
13 Company, GRAND SIERRA RESORT UNIT
14 OWNERS' ASSOCIATION, a Nevada
15 Nonprofit Corporation, GAGE VILLAGE
16 COMMERCIAL DEVELOPMENT, LLC., a
17 Nevada Limited Liability Company, and DOES
18 I-X inclusive,

19 Defendant(s).

20 PLEASE TAKE NOTICE, that on this date Defendants MEI-GSR Holdings, LLC, AM-GSR
21 Holdings, LLC, and Gage Village Commercial Development, LLC posted a supersedeas bond in the
22 amount of twenty-nine million four hundred forty-four thousand three hundred thirty eight and 79/100
23 dollars, (\$29,444,338.79) to secure the Final Judgment, entered February 2, 2023, ("Final Judgment").
24 A true and correct copy of the bond is attached hereto as Exhibit "A".

25 The Final Judgment and all other orders, judgments, rulings, or decisions related thereto and
26 made appealable thereby have been appealed to the Nevada Supreme Court. Therefore, pending the
27 disposition of the appeal, and in lieu of direct payment of the Final Judgment, Defendants have posted
28 this bond as security. Any execution on the Final Judgment is now immediately stayed. *See* NRCP
62(d)(1).

...

...

...

AFFIRMATION

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

DATED this 13th day of March, 2023.

PISANELLI BICE PLLC

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

Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that on this 13th day of March, 2023, I caused to be served via the Court's e-filing/e-service program true and correct copies of the above and foregoing **NOTICE OF POSTING SUPERSEDEAS BOND** to all registered participants in this matter.

G. David Robertson, Esq., SBN 1001
Jarrad C. Miller, Esq., SBN 7093
Jonathan J. Tew, Esq., SBN 11874
ROBERSTON, JOHNSON, MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501
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dsharp@rssblaw.com
ssharp@rssblaw.com

Attorneys for the Receiver Richard M. Teichner

/s/ Shannon Dinkel
An employee of PISANELLI BICE PLLC

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INDEX OF EXHIBITS

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

EXHIBIT A

DISTRICT COURT
WASHOE COUNTY,
NEVADA

BOND # 9423025

Albert Thomas, individually, et al.)
)
Plaintiffs,)
)
vs.)
MEI-GSR Holdings, LLC, Grand Sierra)
Resort Owners Association, Gage Village)
Commercial Development, LLC, AM-GSR)
Holdings, LLC Defendants)
)

SUPERSEDEAS BOND ON APPEAL

Case No. CV12-02222

KNOW ALL MEN BY THESE PRESENTS:

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

Three Hundred Thirty Eight and 79/100 DOLLARS (\$ 29,444,338.79) in lawful money of the United States of American to be paid to the said Principal, their heirs, executors, administrators, successors and assigns for the payment of which well and truly to be made, the said principal and surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

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

WHEREAS, the Defendants has appealed to the District Court, Washoe County, Nevada from the above mentioned judgment and the whole thereof, and said Defendants desires to suspend the execution of the judgment above described pending appeal;

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

IN WITNESS WHERE, the said Principal has signed these presents and the Surety has likewise signed and executed these presents this 9th day of March, 2023.

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

BY: _____

Fidelity and Deposit Company of Maryland /
Zurich American Insurance Company

BY: Heather Saltarelli

Attorney-in-Fact

Heather Saltarelli, Attorney-in-Fact

NEVADA RESIDENT AGENT:

BY: Rachelle Castro Rheault

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

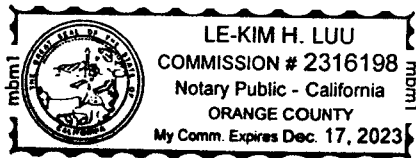
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On MAR 09 2023 before me, Le-Kim H. Luu, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Heather Saltarelli
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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

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

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

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



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

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

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

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



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

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of MAR 09 2023.



MJ Pethick
By: Mary Jean Pethick
Vice President

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

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

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

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

ACKNOWLEDGMENT

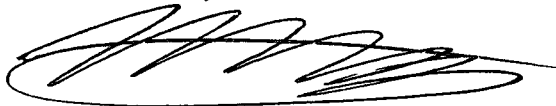
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

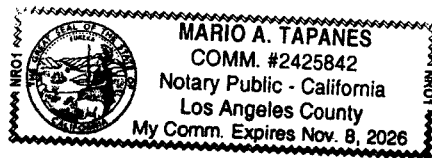
On **MARCH 10, 2023**, before me, **MARIO A. TAPANES**, a Notary Public, personally appeared **ALEX MERUELO**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Mario A. Tapanes
Notary Public



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

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

Signer is Representing: MEI-GSR Holdings, LLC; Gage Village Commercial Development , LLC;
AM-GSR Holdings, LLC

Title/Type of Document: Supersedeas Bond on Appeal; Bond #9423025; Washoe County District
Court Case No. CV12-02222

Date of Document: March 9, 2023

Other Signers: Fidelity and Deposit Company of Maryland / Zurich American Insurance
Co by Healther Salterelli, Attorney-in-Fact

1
2 SECOND JUDICIAL DISTRICT COURT
3 COUNTY OF WASHOE, STATE OF NEVADA

4 AFFIRMATION
5 Pursuant to NRS 239B.030 and 603A.040

6 The undersigned does hereby affirm that the preceding document, (title of document)

7 Supersedeas Bond on Appeal
8 file in case number: CV 12-02222

9
10 (☒ mark one)

11 ☒ Document does not contain the personal information of any person.

12
13 ☐ Document contains the social security number of a person as required by: (☒ mark one)

14 ☐ A specific state or federal law, to wit: (write the specific state or federal law)

15 _____
16 ☐ For the administration of a public program

17 ☐ For the administration for a federal or state grant

18 ☐ Confidential Family Court Information Sheet (NRS 125.130, NRS 125.230, and
19 NRS 125B.055)

20
21
22 DATED this (day) 13th day of (month) March, 2023

23
24 Submitted By: (Your signature) David C. McElhinney

25 (Print your name) David C. McElhinney

26 (Attorney for) Defendants

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

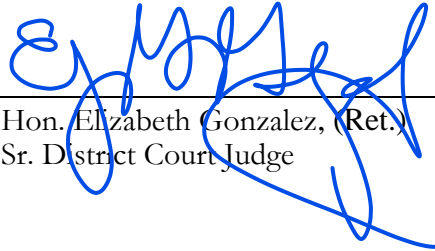
Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on MOTION FOR INSTRUCTIONS TO RECEIVER CONCERNING TERMINATION OF THE GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION AND RENTAL OF UNITS UNTIL TIME OF SALE filed on JANUARY 26, 2023 ("Motion for Instructions").¹ After consideration of the briefing, the Court grants the motion.

The limited definition of occupancy is not one the Court is inclined to adopt. Defendant's argument that the 670 former units of the GSRUOA can no longer be rented under the URA but only occupied would promote economic waste. The 670 former units represent about one third of the

¹ The court has also reviewed the, the Defendants' Opposition filed February 14, 2023 and the Reply filed on February, 24, 2023.

1 total units at the GSR and removing all of those units (including Defendant's) from availability for
2 rental is nonsensical. The Receiver is instructed to continue to rent the former units under the
3 URA.
4

5 Dated this 14th day March, 2023.

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7 _____
8 Hon. Elizabeth Gonzalez, (Ret.)
9 Sr. District Court Judge
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DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
ABRAN VIGIL, ESQ.
JONATHAN TEW, ESQ.
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JENNIFER HOSTETLER, ESQ.
ANN HALL, ESQ.
JAMES PROCTOR, ESQ.
JORDAN SMITH, ESQ.

Holly W. Lange

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on Defendants' Motion to Modify and Terminate Receivership ("Motion").¹ After consideration of the briefing, the Court denies the motion.

The Motion is premature given the status of Defendants compliance with the Court's prior order.

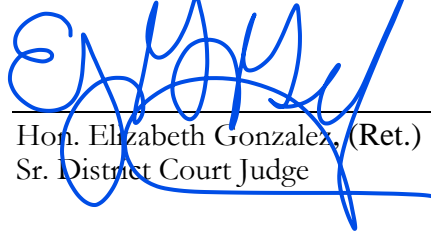
The Court has overruled the Objection by order of this date and Defendants are to deposit funds consistent with the Order entered on January 26, 2023. Once those funds are deposited, the Receiver shall file a motion for payment of expenses including his fees and the fees of his attorney;

¹ The court has also reviewed the Opposition filed March 2, 2023, Notice of Errata filed March 3, 2023, and the Reply filed on March 10, 2023..

1 After payment of those funds, the Receiver shall provide accurate rental information² as well as the
2 recalculated fees. Once that information is provided to Plaintiffs' counsel, Plaintiffs' have 30 days to
3 provide their appraisal.

4 Defendants may file a subsequent motion once they have complied with the Court's prior orders.

5 Dated this 27th day March, 2023.

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8 _____
9 Hon. Elizabeth Gonzalez, (Ret.)
10 Sr. District Court Judge

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27 _____
28 ² The Court notes that Defendants are in control of this information and there providing of this information to the
Receiver may expedite the process. If Defendants do not cooperate with the Receiver in providing this information, the
process may take much longer than necessary.

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of THE SECOND JUDICIAL DISTRICT
3 COURT; that on the 27th day of March, 2023, I electronically filed the foregoing
4 with the Clerk of the Court system which will send a notice of electronic filing to the
5 following:

6 DALE KOTCHKA-ALANES
7 DANIEL POLSENBERG, ESQ.
8 DAVID MCELHINNEY, ESQ.
9 BRIANA COLLINGS, ESQ.
10 ABRAN VIGIL, ESQ.
11 JONATHAN TEW, ESQ.
12 JARRAD MILLER, ESQ.
13 TODD ALEXANDER, ESQ.
14 F. DEARMOND SHARP, ESQ.
15 STEPHANIE SHARP, ESQ.
16 G.DAVID ROBERTSON, ESQ.
17 ROBERT EISENBERG, ESQ.
18 JENNIFER HOSTETLER, ESQ.
19 ANN HALL, ESQ.
20 JAMES PROCTOR, ESQ.
21 JORDAN SMITH, ESQ.

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on MOTION FOR ORDER TO SHOW CAUSE (“Application for Order to Show Cause”).¹ Cause has been shown that a violation of NRS 22.010(3) has occurred by failing to comply with the order related to the dissolution plan; the motion is granted. Pursuant to NRS 22.030(2)² a trial is scheduled to be conducted under NRS 22.090.³ At trial the Court will hear the

¹ The Court has reviewed the MOTION FOR ORDER TO SHOW CAUSE filed May 2, 2023; DEFENDANTS’ OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE RE: RENTAL OF UNITS filed May 16, 2023; and the REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE filed May 23, 2023.

² The statute provides in pertinent part:

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

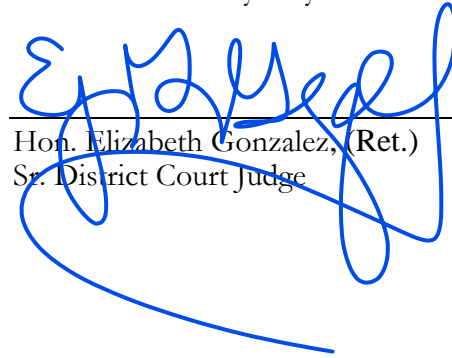
3. Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers.

³ The statute provides in part:

1 answer and any evidence presented by the parties; determine whether a contemptuous act has
2 occurred; and, if so, may order relief and/or damages including but not limited to those set forth
3 under NRS 22.100.⁴

4
5 The Court has determined that it is appropriate to consolidate the trial on this matter with the others
6 scheduled to begin on June 6, 2023.

7 Dated this 24th day May 2023.

8
9 
10 Hon. Elizabeth Gonzalez, (Ret.)
11 Sr. District Court Judge
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23 NRS 22.090 Trial; court to hear answer and witnesses; adjournment. When the person arrested has been brought up or appeared, the court or
24 judge shall proceed to investigate the charge, and shall hear any answer which the person arrested shall make to the same, and may examine witnesses
for or against the person arrested, for which an adjournment may be had from time to time if necessary.

25 ⁴ The statute provides in part:

26 NRS 22.100 Penalty for contempt.

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

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

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

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DALE KOTCHKA-ALANES
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Holly W. Lange