

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellants,

vs.

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

Supreme Court No. 88065

District Court Case No. CV12-02222

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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 7 OF 9

Submitted for all respondents by:

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INDEX TO RESPONDENTS' APPENDIX

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
1.	Minutes of March 23, 2015 Prove Up Hearing	03/23/2015	1	0001-0003
2.	Minutes of March 24, 2015 Prove Up Hearing	03/24/2015	1	0004
3.	Minutes of March 25, 2015 Prove Up Hearing	03/25/2015	1	0005-0008
4.	Notice of Setting Punitive Damages Hearing	10/15/2015	1	0009-0011
5.	Defendants' Motion to Dismiss for Lack of Subject Matter Jurisdiction	12/10/2015	1	0012-0033
	Ex. 1: Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements		1	0034-0090
	Ex. 2: Grand Sierra Resort Unit Maintenance Agreement		1	0091-0120
	Ex. 3: Exhibit 1 – Dispute Resolution Addendum Agreement		1	0121-0135
	Ex. 4: Grand Sierra Resort Unit Rental Agreement		1	0136-0153
	Ex. 5: Grand Sierra Resort Unit Rental Agreement		1	0154-0170
	Ex. 6: Transfer of Special Declarants' Rights and Assignment of Sales Agreements, Deposits and Proceeds		1	0171-0180
6.	Order Regarding Plaintiffs' Motion in Support of Punitive Damages,	12/07/2015	1	0181-0183

	Defendants' Motion to Dismiss, and Defendants' Ex Parte Motion for Order Shortening Time			
7.	Order [granting Defendants' Motion to Dismiss]	05/09/2016	1	0184-0197
8.	<p>Motion for Supplemental Damages Prove-Up Hearing</p> <p>Ex. 1: Correspondence from Defendants to Plaintiffs dated July 19, 2016 (Reconciliation)</p> <p>Ex. 2: Sample monthly rental statements from Defendants to Plaintiffs (Taylor 1769, dated July 20, 2016)</p> <p>Ex. 3: Sample monthly rental statements from Defendants to Plaintiffs (Taylor 1775, dated April 28, 2016)</p> <p>Ex. 4: Sample monthly rental statements from Defendants to Plaintiffs</p> <p>Ex. 5: HOA Written Ballot dated January 3, 2017 (Nunn)</p> <p>Ex. 6: Correspondence from Defendants to Plaintiffs dated June 5, 2017 (Special Assessment)</p> <p>Ex. 7: Plaintiffs' First Set of Post-Judgment Requests for Production of Documents</p>	12/27/2018	<p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>2</p>	<p>0198-0208</p> <p>0209-0213</p> <p>0214-0216</p> <p>0217-0221</p> <p>0222-0231</p> <p>0232-0233</p> <p>0234-0238</p> <p>0239-0263</p>

	Ex. 8: Declaration of Jarrrd C. Miller, Esq. in Support of Motion for Supplemental Damages Prove-Up Hearing		2	0264-0266
9.	Order Granting Motion for Instructions to Receiver	02/15/2019	2	0267-0269
10.	Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures	05/21/2020	2	0270-0279
	Ex. 1: Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Hotel-Condominiums Grand Sierra Resort ("CC&Rs")		2	0280-0299
	Ex. 2: Condo Capital Expense Analysis January 2017 thru June 2019		2	0300-0306
	Ex. 3: Hearing Transcript dated October 30, 2019		2	0307-0312
11.	Affidavit of Bias or Prejudice Concerning Kathleen Sigurdson, Esq. Pursuant to NRS 1.235	12/28/2020	2	0313-0324
	Ex. 1: Washoe County Bar Association Judicial Survey 2020 Results		2	0325-0327
	Ex. 2: Nevada Independent Article: "Is Justice for Sale in Washoe County?"		2	0328-0332
	Ex. 3: 2020 Contributions and Expenses Report #1		2	0333-0341
	Ex. 4: Nevada Secretary of State info re grand Sierra as Contributor		2	0342-0343

Ex. 5: 2020 Contributions and Expense Report #3	2	0344-0353
Ex. 6: Nevada Secretary of State Business Entity Information for SB Gaming, LLC	2	0354-0357
Ex. 7: Clark County Fictitious Firm Name Info for SB Gaming, LLC	2	0358-0359
Ex. 8: Contact info for Meruelo Group	2	0360-0361
Ex. 9: California Secretary of State Statement Information – KLOS Radio, LLC	2	0362-0363
Ex. 10: California Secretary of State Statement Information – KPWR Radio, LLC	2	0364-0365
Ex. 11: California Secretary of State Statement Information – KDAY Radio, LLC	2	0366-0367
Ex. 12: California Secretary of State Statement Information – Herman Weissker, Inc.	2	0368-0371
Ex. 13: California Secretary of State Statement Information – Cantamar Property Management, Inc.	2	0372-0374
Ex. 14: California Secretary of State Statement Information – Herman Weissker Power, Inc.	2	0375-0378
Ex. 15: California Secretary of State Statement Information – One Call Construction Services, Inc.	2	0379-0382

	Ex. 16: California Secretary of State Statement Information – Doty Bros. Equipment Co.		2	0383-0386
	Ex. 17: Photos of Sigurdson signs on GSR property		2	0387-0392
	Ex. 18: RGJ Article: “Washoe District Court Election Results: Sigurdson, Dollinger and Robb win races”		2	0393-0396
12.	Order of Recusal of Presiding Judge and for Random Reassignment	01/07/2021	2	0397-0470
13.	Order Disqualifying All Judicial Officers of the Second Judicial District Court	01/21/2021	2	0471-0473
14.	Memorandum of Temporary Assignment	02/24/2021	2	0474-0475
15.	Defendants’ Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures	06/24/2021	2	0476-0484
	Ex. 1: Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Hotel-Condominiums Grand Sierra Resort		3	0485-0594
	Ex. 2: Condo Capital Expense Analysis Spreadsheets		3	0596-0600
	Ex. 3: Declaration of Reed Brady		3	0601-0603
	Ex. 4: 2017 Better Reserve Consultants Reserve Study		3	0604-0712

	Ex. 5: 2020 Annual Review Without Site Visit – Common Area		4	0713-0760
	Ex. 6: 2020 Annual Review Without Site Visit – Hotel Related		4	0761-0798
16.	Findings of Fact, Conclusions of Law and Order	09/29/2021	4	0799-0804
17.	Order Denying as Moot Defendants’ Emergency Motion to Extend Stay Pending Final Disposition of the Motion to Reconsider	01/04/2022	4	0805-0806
18.	Order Granting Plaintiffs’ Motion to Stay Special Assessment	01/04/2022	4	0807-0811
19.	Order Granting Plaintiffs’ Motion for Instructions to Receiver	01/04/2022	4	0812-0817
20.	Order Granting Receiver’s Motion for Orders & Instructions	01/04/2022	4	0818-0826
21.	Order Granting Plaintiffs’ Supplemental Motion for Fees Pursuant to the Court’s December 24, 2020 Order Granting Motion for Clarification and Sanctioning the Defendants	01/04/2022	4	0827-0833
22.	Order Directing Receiver to Prepare Report on Defendants’ Request for Reimbursement of 2020 Capital Expenditures	01/04/2022	4	0834-0836
23.	Order Approving Receiver’s Request to Approve Updated Fees	01/04/2022	4	0837-0838
24.	Plaintiffs’ Motion for Order to Show Cause as to Why the Defendants Should Not be Held in Contempt of Court	02/01/2022	4	0839-0849

	Ex. 1: Owner Account Statement for Unit No. 1886 dated January 18, 2022		4	0850-0852
	Ex. 2: Email from Jarrad C. Miller dated January 24, 2022		4	0853-0855
	Ex. 3: Email from Stefanie Sharp dated January 24, 2022		4	0856-0858
	Ex. 4: Email from David McElhinney dated January 24, 2022		4	0859-0861
	Ex. 5: Associa Notice dated January 13, 2022		4	0862-0863
	Ex. 6: Affidavit of Jarrad C. Miller, Esq.		4	0864-0868
25.	Minutes of March 25, 2022 Preliminary Injunction Hearing	07/15/2022	4	0869-0870
26.	Minutes of July 8, 2022 Punitive Damages Hearing	07/15/2022	4	0871-0872
27.	Supreme Court Administrative Order 21-00267	09/29/2022	4	0873-0876
28.	Order [regarding reassigning case to Judge Gonzalea]	09/29/2022	5	0877-0878
29.	Plaintiffs' Individual Status Report	10/07/2022	5	0879-0892
	Ex. 1: Email from McElhinney		5	0893-0898
	Ex. 2: Findings of Fact, Conclusions of Law, and Judgment, filed October 9, 2015		5	0899-0923
	Ex. 3: Submit List, dated September 12, 2022		5	0924-0938

	Ex. 4: Declaration of Briana N. Collings, Esq.		5	0939-0941
30.	Plaintiffs' Motion for Order to Show Cause	12/28/2022	5	0942-0949
	Ex. 1: November Owner Account Statement		5	0950-0952
	Ex. 2: December Owner Account Statement		5	0953-0954
	Ex. 3: Email dated November 23, 2022		5	0955-0957
	Ex. 4: Declaration of Jarrad C. Miller, Esq.		5	0958-0960
31.	Notice of Appeal	01/03/2023	5	0961-0965
	Ex. A: Order [regarding Injunctive Relief Motion]		5	0966-0975
32.	Order [regarding punitive damages award]	01/17/2023	5	0976-0981
33.	Order [regarding six outstanding Motions for Order to Show Cause]	02/01/2023	5	0982-0988
34.	Order [denying Motion for Order to Show Cause re privileged documents]	02/06/2023	5	0989-0993
35.	Notice of Posting Supersedeas Bond	03/13/2023	5	0994-0999
	Ex. A: Supersedeas Bond Appeal		5	1000-1006
36.	Order [regarding continuing renting units]	03/14/2023	5	1007-1009
37.	Order [denying Defendants' Motion to Modify and Terminate Receivership]	03/27/2023	5	1010-1012

38.	Order [granting Motion for Order to Show Cause regarding rents]	05/24/2023	5	1013-1015
39.	Transcript of Proceedings Contempt Trial – Day 4	06/09/2023	6	1016-1227
40.	Order [granting Motion to Certify Amended Final Judgment as Final Pursuant to NRCP 54(b)]	06/28/2023	6	1228-1231
41.	Receiver’s Status Report Requested by the Court in its Order Granting the Motion to Certify Amended Final Judgment as Final Pursuant to NRCP 54(b) Dated, Dated June 28, 2023	07/13/2023	6	1232-1239
42.	Order Finding Defendants in Contempt	07/27/2023	6	1240-1242
43.	Order Modifying March 14, 2023 Order Re Continued Rental of the Parties’ Units Until Sale	07/27/2023	6	1243-1245
44.	Defendants’ Motion for Clarification and/or Motion for Reconsideration of Ambiguous Language Contained in the Court’s August 1, 2023 Order Denying Certain Motions for Orders to Show Cause	08/14/2023	6	1246-1254
	Ex. A: Order Denying Plaintiffs’ November 19, 2021 Motion for Order to Show Cause		6	1255-1258
	Ex. B: Order Denying Plaintiffs’ September 27, 2021 Motion for Order to Show Cause		6	1259-1262
	Ex. C: Order Denying Plaintiffs’ December 28, 2021 Motion for Order to Show Cause		7	1263-1267

	Ex. D: Order Denying Plaintiffs' April 25, 2022 Motion for Order to Show Cause		7	1268-1272
	Ex. E: Order Denying Certain Motions for Order to Show Cause		7	1273-1277
45.	Motion for Reconsideration of (1) January 26, 2023 Order Denying Defendants' Motion for Instructions to Receiver Re Reimbursement of 2017 through 2019 Capital Expenditures; and (2) January 26, 2023 Order Denying Defendants' Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures and Request for Evidentiary Hearing	08/24/2023	7	1278-1300
	Ex. 1: Condo Capital Expense Analysis January 2017 thru 2019		7	1301-1307
	Ex. 1: Condo Capital Expense Analysis January 2020 thru December 31, 2020		7	1308-1313
46.	Order [denying Defendants' Motion to Alter or Amend]	10/06/2023	7	1314-1316
47.	Minutes of June 6-9, 2023 Contempt Trial	10/11/2023	7	1317-1338
48.	Amended Order	11/28/2023	7	1339-1342
49.	Order [granting Plaintiffs' Motion to Alter or Amend]	11/28/2023	7	1343-1344
50.	Receiver's Report	12/12/2023	7	1345-1348
	Ex. 1: Receiver's Report Pursuant to Amended Order of November 28, 2023		7	1349-1350

51.	Plaintiffs' Motion for Clarification and Instruction to Receiver	12/29/2023	7	1351-1361
	Ex. 1: October Calculations		7	1362-1365
	Ex. 2: Exemplar October Statement		7	1366-1367
	Ex. 3: Email dated 11/30/23		7	1368-1376
52.	Motion for Leave to File Motion for Reconsideration, Motion for Reconsideration, Motion for Clarification, on in the Alternative, Motion to Conduct Post-Judgment Discovery	01/02/2024	7	1377-1388
	Ex. 1: Condo Transition Plan		7	1389-1391
53.	Order Granting in Part Plaintiffs' Fees	01/04/2024	7	1392-1393
54.	Defendants' Motion for Final Accounting, Termination of Receivership and Approval of Sale of Condominium Hotel	02/12/2024	7	1394-1411
	Ex. 1: Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Hotel Condominiums at Grand Sierra Resort		8	1412-1523
	Ex. 2: January 18, 2023 Final Notice of Meeting of the unit Owner Members		8	1524-1540
	Ex. 3: Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and Declaration of Covenants, Conditions, Restrictions and Reservation of Easements		8	1541-1554

Ex. 4: Order Approving Parties' Stipulation	8	1556-1558
Ex. 1: Stipulation	8	1559-1563
Ex. 1: Agreement to Terminate Condominium Hotel, Condominium Hotel Association and Declaration of Covenants, Conditions, Restrictions and Reservation of Easements	8	1564-1576
Ex. 5: Nonprofit Articles of Incorporation – Grand Sierra Resort Unit Owners Association	8	1577-1578
Ex. 6: Final Judgment filed February 2, 2023	8	1579-1583
Ex. 7: Notice of Delinquent Assessment (Lien) and Notice of Default and Election to Sell Under Homeowners Association Lien	8	1584-1590
Ex. 8: Declaration of Ann O. Hall	8	1591-1593
Ex. 9: Notice of Trustee's Sale	8	1594-1597
Ex. 10: October 11, 2022 Receiver's Report	8	1598-1604
Ex. 11: Transcript from Order to Show Cause Hearing pp. 20, 86, 172-179	8	1605-1619
Ex. 12: Proposed Sales Agreement	8	1620-1632

	Ex. 13: Nevada Secretary of State – Summit Unit Acquisition LLC		8	1633-1636
	Ex. 14: October 25, 2021 Appraisal Report		9	1637-1667
	Ex. 15: Plaintiff and Non-Plaintiff Owned Condo Units		9	1668-1683
	Ex. 16: December 2022 Updated Appraisal Report		9	1684-1688
	Ex. 17: Emails regarding Plaintiffs’ inspection of the GSRUOA units		9	1689-1691
55.	Order [granting Plaintiffs’ renewed Motion for Leave]	02/28/2024	9	1692-1694
56.	Opposition to Defendants’ Motion for Final Accounting, Termination of Receivership and Approval of Sale of Condominium Hotel	03/04/2024	9	1695-1715
	Ex. 1: Email dated November 7, 2023		9	1716-1726
	Ex. 2: UOA Invoice		9	1727-1739
	Ex. 3: Email dated February 29, 2024		9	1740-1741
	Ex. 4: Unit Owner Statement		9	1742-1744
	Ex. 5: Public Reprimand of Nancy Saitta		9	1745-1752
	Ex. 6: Appraisal		9	1753-1787
	Ex. 7: Receiver’s Calculations for December 2023		9	1788-1791

	Ex. 8: Unit Owner Statements		9	1792-1797
57.	Order [denying Defendants' Motion for Final Accounting]	03/24/2024	9	1798-1800

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 7 OF 9** with the Clerk of the Court by using the ECF system which served the following parties electronically:

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

Exhibit C

1 **3795**

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

23 ALBERT THOMAS, et. al.,

24 Plaintiff(s),

25 v.

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

Defendant(s).

Case No. CV12-02222

Dept. No.: 10

29 **ORDER DENYING PLAINTIFFS' DECEMBER 28, 2022 MOTION FOR ORDER TO**
30 **SHOW CAUSE**

31 This matter proceeded to a contempt trial, conducted under NRS 22.090, commencing June
32 6, 2023, on seven separate Motions for Order to Show Cause filed by Plaintiffs on September 27,

2021; November 19, 2021; February 1, 2022; April 25, 2022; December 28, 2022; December 29, 2022; and May 2, 2023, (collectively referred to herein as “Motions for Order to Show Cause”). Trial proceeded for four days, ending on June 9, 2023, during which trial Plaintiffs presented the testimony of the Court Appointed Receiver, Richard Teichner and Defendants presented the testimony of Grand Sierra Resort’s Executive Director of Finance & Accounting, Reed Brady.

In their Motion for Order to Show Cause filed December 28, 2022, (“Motion”), Plaintiffs request that the Court hold Defendants in contempt for alleged violations of “numerous Court orders”¹ that allegedly required the Receiver’s Court-approved 2021 fee calculations to be charged to the Plaintiffs’ units, and the Plaintiffs are to be paid the rental revenue earned as a result of the rental of the Plaintiffs’ units each month in accordance with the Governing Documents, (Motion, pg. 3:8-11). Plaintiffs argue that despite the Court’s November 14, 2022 Order denying key aspects of Defendants’ motions for reconsideration and effectively reaffirming prior unambiguous orders requiring the payment of rent, under the Receiver’s calculated 2021 court approved fees, the Defendants issued account statements to the unit owners leaving in place the Defendants’ “hyperinflated fees” that conflict with the Receiver’s Court-ordered fees. (Motion, pg. 3:11-18) Defendants, in their Opposition to Motion for Order to Show Cause, filed January 11, 2023, (“Opposition”), argue that the Defendants should not be held in contempt because they are in absolute compliance with the January 4, 2022 Order Granting Receiver’s Motion for Orders and Instructions, and further that it is the Receiver’s continuing failure to carry out his Court ordered obligation to calculate the DUF, SFUE, HE and Reserves and provide Defendants with the net rent amount to be provided to the Receiver, that has resulted in Defendants not handing over net rents, (Opposition, pg. 2:18-22; pg. 5:14-1; 8:17-19).

“An order on which a judgment of contempt is based must be clear and unambiguous, and must spell out the details of compliance in clear, specific and unambiguous terms so that the person will readily know exactly what duties or obligations are imposed on him.” *Southwest Gas Corp. v.*

¹ Plaintiffs identify the “numerous Court orders” to include the Court’s: (1) November 14, 2022 Order; (2) January 4, 2022 Order Granting Plaintiffs’ Motion for Instructions to Receiver; (3) January 4, 2022 Order Granting Plaintiffs’ Motion to Stay Special Assessment; (4) January 4, 2022 Order Granting Receiver’s Motion for Orders & Instructions; and, (5) January 4, 2022 Order Granting Receiver’s Request to Approve Updated Fees, (Motion, pg. 4:14-22)

1 Flintkote Co., 99 Nev. 127, 659 P.2d 861 (1983); Cunningham v. Eighth Judicial Dist. Court, 102
2 Nev. 551, 559-60, 729 P.2d 1328, 1333-34 (1986). “The need for clarity and lack of ambiguity are
3 especially acute in the contempt context.” State, Div. of Child & Fam. Servs. V. Eighth Jud. Dist.
4 Ct., 120 Nev. 445, 454, 92 P.3d 1239, 1245 (2004). “It is well settled that indefiniteness and
5 uncertainty in a judgment or decree may constitute a good defense in contempt proceedings.” State
6 v. Sixth Jud. Dist. Ct., 63 Nev 249, 257, 167 P.2d 648, 651 (1946), overruled on other grounds by
7 Plirier v. Bd. Of Dental Exam’rs, 81 Nev. 384, 387, 404 P.2d 1,2 (1965).

8 The Court having read and considered Plaintiffs’ Motion for Order to Show Cause filed
9 December 28, 2022, (“Motion”), Defendants’ Opposition to Plaintiffs’ Motion for Order to Show
10 Cause filed January 11, 2023, (“Opposition”) and Plaintiffs’ Reply in Support of Plaintiffs’ Motion
11 for Order to Show Cause, filed January 20, 2023, (“Reply”); the Court having also listened to and
12 considered the testimony of Mr. Teichner and Mr. Brady; and, the Court having further reviewed
13 and considered all trial exhibits and listened to and entertained the arguments of counsel in rendering
14 its decision, and good cause appearing, it is this Court’s determination that one or more of the
15 following Orders conflict with one another, rendering them unclear and ambiguous in their contents,
16 to wit, (1) January 4, 2022 Order Granting Plaintiffs’ Motion for Instructions to Receiver; (2)
17 January 4, 2022 Order Granting Plaintiffs’ Motion to Stay Special Assessment; (3) January 4, 2022
18 Order Granting Receiver’s Motion for Orders & Instructions; and, (4) January 4, 2022 Order
19 Granting Receiver’s Request to Approve Updated Fees. The Court therefor finds and concludes
20 that the failures of Defendants enumerated in Plaintiffs’ Motion and Reply, do not rise to the level
21 of contempt.

22 IT IS HEREBY ORDERED that Plaintiffs December 28, 2022, Motion for Order to Show
23 Cause is denied.

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26 DATED _____.

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SENIOR JUDGE
Elizabeth Gonzalez

Exhibit D

1 **3795**

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3 Nevada Bar No. 7548
4 ANN HALL, ESQ.
5 Nevada Bar No. 5447
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17 *Attorneys for Defendants MEI-GSR Holdings,*
18 *LLC, AM-GSR Holdings, LLC, and GAGE*
19 *VILLAGE COMMERCIAL DEVELOPMENT,*
20 *LLC*

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

23 ALBERT THOMAS, et. al.,

24 Plaintiff(s),

25 v.

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

Defendant(s).

Case No. CV12-02222

Dept. No.: 10

29 **ORDER DENYING PLAINTIFFS' APRIL 25, 2022 MOTION FOR ORDER TO SHOW**
30 **CAUSE**

31 This matter proceeded to a contempt trial, conducted under NRS 22.090, commencing June
32 6, 2023, on seven separate Motions for Order to Show Cause filed by Plaintiffs on September 27,

2021; November 19, 2021; February 1, 2022; April 25, 2022; December 28, 2022; December 29, 2022; and May 2, 2023, (collectively referred to herein as “Motions for Order to Show Cause”). Trial proceeded for four days, ending on June 9, 2023, during which trial Plaintiffs presented the testimony of the Court Appointed Receiver, Richard Teichner and Defendants presented the testimony of Grand Sierra Resort’s Executive Director of Finance & Accounting, Reed Brady.

In their 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, filed April 25, 2022, (“Motion”), Plaintiffs request that the Court hold Defendants in contempt for alleged violations of three of this Court’s Orders, to wit, (1) the January 7, 2015 Order Appointing Receiver and Directing Defendants’ Compliance (“Receiver Order”); (2) the Court’s January 4, 2022 Order Granting Receiver’s Motion for Orders & Instructions; and, (3) the Court’s January 4, 2022 Order Approving Receiver’s Request to Approve Updated Fees. Plaintiffs allege that these three Court Orders were violated by Defendants unilaterally issuing monthly owner account statements without Receiver approval containing hyperinflated fees that violate the Court’s Orders, and failing to hand over to the Receiver the Plaintiffs monthly rental revenue after deducting the Court approved fees, retroactive to January 2020, (Motion, pg. 1:3-17; pg. 3:4-12). Defendants, in their Opposition to 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, filed May 9, 2022, (“Opposition”), argue that the Orders relied upon by Plaintiffs in their Motion conflict with one another, thereby creating confusion and ambiguity and that at the core of Plaintiffs’ Motion is the Receiver’s failure to carry out his duties under the Court’s existing Orders, notwithstanding Defendants’ repeated requests that he do so, including his failure to present Defendants with ~~an~~ accurate and compliant Court ordered “net rental” calculations to allow Defendants to turn over the appropriate rents and his failure to open a separate account. (Opposition, pg. 2:9-26; pg. 3:1-6). Defendants argue in particular that “Plaintiffs are further unwilling to acknowledge the confusion they have directly contributed to by their preparation of, and insertion of conflicting language in their proposed orders entered by the Court.” (Id. pg. 3:17-19).

1 “An order on which a judgment of contempt is based must be clear and unambiguous, and
2 must spell out the details of compliance in clear, specific and unambiguous terms so that the person
3 will readily know exactly what duties or obligations are imposed on him.” Southwest Gas Corp. v.
4 Flintkote Co., 99 Nev. 127, 659 P.2d 861 (1983); Cunningham v. Eighth Judicial Dist. Court, 102
5 Nev. 551, 559-60, 729 P.2d 1328, 1333-34 (1986). “The need for clarity and lack of ambiguity are
6 especially acute in the contempt context.” State, Div. of Child & Fam. Servs. V. Eighth Jud. Dist.
7 Ct., 120 Nev. 445, 454, 92 P.3d 1239, 1245 (2004). “It is well settled that indefiniteness and
8 uncertainty in a judgment or decree may constitute a good defense in contempt proceedings.” State
9 v. Sixth Jud. Dist. Ct., 63 Nev 249, 257, 167 P.2d 648, 651 (1946), overruled on other grounds by
10 Plirier v. Bd. Of Dental Exam’rs, 81 Nev. 384, 387, 404 P.2d 1,2 (1965).

11 The Court having read and considered Plaintiffs’ Motion for Order to Show Cause as to Why
12 the Defendants Should Not Be Held in Contempt of Court and Request for Oral Argument on
13 Motion During Hearing Set for May 12, 2022, filed April 25, 2022, (“Motion”), Defendants’
14 Opposition to Plaintiffs’ Motion for Order to Show Cause as to Why the Defendants Should Not Be
15 Held in Contempt of Court and Request for Oral Argument on Motion During Hearing Set for May
16 12, 2022, filed May 9, 2022, (“Opposition”) and Plaintiffs’ Reply in Support of Motion for Order
17 to Show Cause as to Why the Defendants Should Not Be Held in Contempt of Court and Request
18 for Oral Argument on Motion During Hearing Set for May 12, 2022, filed May 16, 2022, (“Reply”);
19 the Court having also listened to and considered the testimony of Mr. Teichner and Mr. Brady; and,
20 the Court having further reviewed and considered all trial exhibits and listened to and entertained
21 the arguments of counsel in rendering its decision, and good cause appearing, it is this Court’s
22 determination that the January 4, 2022 Order Granting Receiver’s Motion for Orders & Instructions;
23 and the Court’s January 4, 2022 Order Approving Receiver’s Request to Approve Updated Fees,
24 and January 7, 2015 Receiver Order, conflict with one another rendering them unclear and
25 ambiguous in their contents and the Court therefor finds and concludes that the failures of
26 Defendants enumerated in Plaintiffs’ Motion and Reply, do not rise to the level of contempt.

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IT IS HEREBY ORDERED that Plaintiffs April 25, 2022, Motion for Order to Show Cause
is denied.

DATED _____.

SENIOR JUDGE
Elizabeth Gonzalez

FILED
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CV12-02222
2023-08-14 03:08:33 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9829470

Exhibit E

CODE: 2840
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Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

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

Defendants.

ORDER DENYING CERTAIN MOTIONS FOR ORDERS TO SHOW CAUSE

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

1 The Order Appointing Receiver and Directing Defendants' Compliance, filed January 7,
2 2015, ("Appointment Order") provides in pertinent part:

3 It is further ordered that to enforce compliance with the Governing
4 Documents the Receiver shall have the following powers and
5 responsibilities and shall be authorized and empowered to pay and
6 discharge out of the Property's rents and/or GSRUOA monthly
7 dues collections all the reasonable and necessary expenses of the
8 receivership, and the costs and expenses of operation and
9 maintenance of the Property, including all of the Receiver's and
10 related fees, taxes, governmental assessments and charges and the
11 nature thereof lawfully imposed upon the Property.

12 . . .

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

19 Regardless of the terms of the Appointment Order, the Defendants chose not to pay any of the
20 rents, dues, reserves, and revenues to the receivership estate. As a result, the receivership estate
21 was not funded. Therefore, the Receiver was not paid for his ongoing work, and as a result, the
22 Receiver made a decision not to continue with those tasks which were assigned to him after the
23 last payment of his fees in October of 2019.

24 Despite repeated requests to the Court and the parties over several years, the Defendants
25 did not pay any portion of the rents regardless of whatever interpretations Defendants believed
26 the definition of "rents" to be. This failure to pay rents of any sort is the genesis of the problems
27 which have plagued the receivership estate and the Receiver's work for many years.

28 Merely because Defendants believed the orders to be wrong and the analysis of the
judicial officers misplaced, disobedience to these orders is not the appropriate path. The correct
path is an appeal under NRAP 3(A) which is related to injunctive relief orders or appointment of
a receiver or failure to terminate the receivership or a petition for extraordinary relief under
NRAP 21 and any associated motion to stay.

1 Instead, here the Defendants substituted their own judgment for the judgment of the
2 Receiver and the Court, because Defendants disagreed with the assessment of appropriate
3 expenses by the Court and the Receiver.

4 The Defendants' dissatisfaction with the Court's analysis is not a basis for the Defendants
5 to replace those determinations with their own preferred analysis. Simply, disobedience of the
6 orders is not the appropriate approach.

7 As a result of the multiple judicial officers that have been assigned to this matter, at times
8 different words and phrases have been used in orders. The judicial turnover is relevant to the
9 Court's findings here.

10 In order to hold a party in contempt under the Nevada statutory process set forth under
11 NRS 22.090, the presiding judicial officer must find by clear and convincing evidence that there
12 has been a knowing and willful violation of a clear and unambiguous order. In this matter,
13 ambiguity exists because of the language in multiple orders related to the term "rent."

14 The Court is very critical of both the Defendants' substitution of their own judgment and
15 the Defendants' failure to pay the undisputed amounts to the receivership estate during the
16 pendency of the receivership. During this trial, for the first time, Defendants submitted an
17 undisputed amount of rents to the receivership estate in the amount of \$274,679.44.

18 Given the ambiguity in the orders, the Court concludes that these failures do not rise to
19 the level of contempt for four of the seven applications for OSC. The Court therefore denies the
20 applications filed on September 27, 2021, November 19, 2021, April 25, 2022, and December
21 28, 2022.

22 With respect to the May 2, 2023, Application for Order to Show Cause, the Court
23 recognizes the concerns expressed by all parties and the Receiver about his ability to rent the
24 units during the period of the implementation of the dissolution plan. As such, the Court
25 declines to hold the Defendants in contempt for failure to rent the units during the limited period
26 which is the subject of that motion.

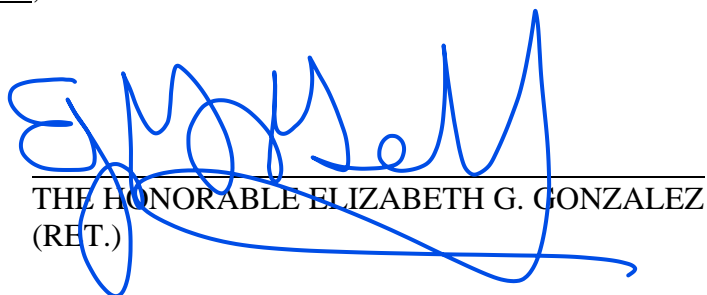
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IT IS SO ORDERED.

DATED this 1 day of August, 2023.



THE HONORABLE ELIZABETH G. GONZALEZ
(RET.)

Submitted by:

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON

/s/ Jarrad C. Miller

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25 *LLC, AM-GSR Holdings, LLC, and GAGE*
26 *Village Commercial Development, LLC*

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

19 ALBERT THOMAS, et al.,

20 Plaintiffs,

21 v.

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

Defendants.

Case No. CV12-02222

Dept. No.: OJ37

1 **MOTION FOR RECONSIDERATION OF (1) JANUARY 26, 2023 ORDER DENYING**
2 **DEFENDANTS' MOTION FOR INSTRUCTIONS TO RECEIVER RE REIMBURSEMENT**
3 **OF 2017 THROUGH 2019 CAPITAL EXPENDITURES; AND (2) JANUARY 26, 2023**
4 **ORDER DENYING DEFENDANTS' MOTION FOR INSTRUCTIONS REGARDING**
5 **REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES AND REQUEST FOR**
6 **EVIDENTIARY HEARING**

7 On January 26, 2023, this Court issued two separate Orders, the first one Denying
8 Defendants' Motion for Instructions Regarding Reimbursement of 2017 through 2019 Capital
9 Expenditures, that was filed May 21, 2020, ("Order No. 1") and the second Order, Denying
10 Defendants' Motion for Instructions Regarding Reimbursement of 2020 Capital Expenditures, that
11 was filed June 24, 2021, ("Order No. 2").

12 On February 10, 2023, Defendants' filed their Motion for Leave to File Motion for
13 Reconsideration of the two above referenced Orders, in which, they included and incorporated by
14 reference their Motion for Reconsideration. Plaintiffs filed their Opposition on March 6, 2023 and
15 Defendants filed their Reply on March 20, 2023.¹ Despite the Motion for Reconsideration having
16 been expressly incorporated into the Motion for Leave, on March 28, 2023 the Court entered its
17 Order Granting the Motion only to the limited extent that Defendants seek leave to file the Motions
18 for Reconsideration, noting in its March 28, 2023, Order that "in all other respects the relief sought
19 by the motion will be addressed after full briefing on the motions for reconsideration." (March 28,
20 2023 Order, pg. 1:25; 2:1-2).² Therefore, given the limited nature of the Court's March 28, 2023
21 Order that merely granted Defendants request for leave, Defendants hereby file this Motion for
22 Reconsideration.³

23 ¹ Defendants incorporate by this reference their February 10, 2023 Motion for Leave to File Motion for Reconsideration
24 and Reply in support thereof, filed March 20, 2023, including exhibits.

25 ² In their February 10, 2023, Motion for Leave Defendants incorporated their Motion for Reconsideration stating,
26 "Defendants respectfully request leave of court to file and have considered the incorporated motion for
27 reconsideration.".(February 10, 2023 Motion for Leave to File Motion for Reconsideration, pg. 17:13-15) (emphasis
28 added). Nonetheless, despite the Court granting the Motion for Leave it declined to entertain the incorporated Motion
for Reconsideration thus necessitating the filing of this separate Motion for Reconsideration.

³ It remains Defendants' position that the receivership has terminated, neither the Hotel Condominium nor the units
exist any longer and the rights and obligations under the Governing Documents no longer exist for the reasons more
particularly set forth in Defendants' appeal documents and Defendants' Opposition to Receiver's Motion for
Instructions to Receiver, filed July 26, 2023. Defendants, by the filing of this Motion for Reconsideration, do not waive
any of their arguments or positions taken in their appeal documents nor in their July 26, 2023 Opposition.

1 The two Orders are being addressed in a single motion because the wording of the two
2 Orders and the issues raised for reconsideration as to both Orders are virtually identical. Defendants
3 MEI-GSR HOLDINGS, LLC (“MEI-GSR”), AM-GSR Holdings, LLC, and GAGE VILLAGE
4 COMMERCIAL DEVELOPMENT, LLC (collectively “Defendants”) by and through their counsel
5 Meruelo Group, LLC, hereby file their Motion for Reconsideration of Order No. 1 and Order No. 2
6 and seek a hearing on the matter. Defendants’ motion is supported by the following memorandum
7 of points and authorities, the papers and pleadings on file herein, and the evidentiary hearing and
8 oral argument that is being requested of the Court.

9 DATED this August 24, 2023.

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. INTRODUCTION**

12 **A. Defendants’ First Motion Seeking Reimbursement From the Reserve Accounts for 13 Capital Expenditures**

14 Defendants’ filed two motions seeking reimbursement from the reserve accounts for Capital
15 Expenditures made by Defendants for upgrades and improvements to the GSR Property, as called
16 for in the independent third-party reserve study and for a special assessment to Unit Owners to
17 assure that the Unit Owners reimburse the reserve accounts for the percentage of costs for which
18 they are responsible under the Governing Documents. The first of those two motions, Defendants’
19 Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures, was filed
20 May 21, 2020, (“First Motion”). Therein Defendants presented evidence to the Court and parties
21 that between January 1, 2017 and June 30, 2019, Defendants spent \$28 million of their own funds
22 paying for substantial upgrades and improvements to the Grand Sierra Property, all of which was
23 identified and called for in the Better Reserve Consultants Annual Review. Defendants attached to
24 the First Motion, as Exhibit 1, a copy of the relevant portions of the 7th Amended CC&Rs, including
25 Article 6, which included definitions of key terms as well as sections defining “Common Expenses”,
26 “Shared Facilities Expenses” and “Hotel Expenses”. Exhibit 2 also attached to the First Motion
27 provided a detailed itemization of the Common Area capital expenditures and Hotel Related capital
28

1 expenditures that listed the capital expenditures made by Defendants. As reflected in Exhibit 2,
2 attached to the First Motion the percent of capital allocation for which the Unit Owners are
3 responsible, based on the most recent Better Reserve Consultants Reserve Study, (“Reserve Study”),
4 is 13.79% for Common Area expenditures and 33.58% for Hotel Area expenditures. These
5 percentages are based on the square footage relationship of the Plaintiffs’, Defendants’ and non-
6 Plaintiff owned units to the Common Area and the Hotel Area. (See First Motion, pg. 5:5-10).
7 Based upon those percentages, Defendants sought reimbursement of \$8,030,701 from the reserve
8 accounts to reimburse them for their Capital Expenditures and further requested that a special
9 assessment be issue to all Unit-Owners to ensure the unit owners made the necessary reserve
10 contributions called for in the 7th Amended CC&Rs, in order to maintain the appropriate level of
11 reserves as required under the Reserve Study, (First Motion, pg. 2:8-11).⁴ The First Motion provided
12 a breakdown of expenses, showing \$7,239,013 in expenses for Common Area and \$20,181,362 in
13 the Hotel Area with respective percentage breakdowns of \$998,260 and \$7,032,441, respectively.
14 (First Motion, pg. 5:11-27). In both their First Motion, filed May 21, 2020 and Reply, filed July 10,
15 2020, Defendants made clear they were not seeking reimbursement for “Extraordinary Expenses”
16 but rather were seeking reimbursement for budgeted expenditures consistent with the Reserve Study,
17 noting in particular that GSR captured only capital expenditures that fell within the limits set by the
18 Reserve Study to be funded by the Reserve Accounts. (First Motion, Exhibit 2; and Reply, pg. 7:7-
19 13).⁵ To be clear, all expenditures for which Defendants sought reimbursement were estimated in

20 ⁴ Section 6.2, Capital Reserve, provides that the Capital Reserve Budget shall disclose that percentage of the annual
21 assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital
22 contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid
23 by such Unit Owner. Expenditures for the repair, replacement and restoration of the major components of the Common
24 Elements which may become necessary during the year shall be charged first against the Capital Reserves. All Unit
25 Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount, and such adjusted
26 amount shall be a lien upon applicable Units at such time as the adjusted monthly assessment becomes due. (7TH
27 Amended CC&Rs, Section 6.2, pgs. 34, 35); Section 6.10, Hotel Expenses, clearly provides that in addition to the
28 budget and assessment procedures related to the Common Elements and Shared Facilities Units, and in addition to other
charges or assessments set forth in the governing documents in connection with the ownership, operation, use,
maintenance, repair, replacement and refurbishment of certain components of the Building outside of the Condominium,
which necessarily benefit in part the Unit Owners, an allocated portion of those expenses and fees, shall be paid initially
by the Declarant and reimbursed to the Declarant by the Unit Owners. (7th Amended CC&Rs, Section 6.10, pg. 40)
(emphasis added).

⁵ The Declarant shall cause to be prepared a detailed estimate of the Hotel Expenses that will be incurred in the ensuing
calendar year, including reserve expenses. The Hotel Expenses Estimate shall take into account several factors,
including “a reasonable amount considered by the Declarant, based upon an independent Reserve Study of the

1 the “Initial Budget” for Common Expenses for 2017, 2018 and 2019, and the Annual Estimate of
2 Hotel Expenses for those same years. ⁶ At no time were any of these expenses designated as
3 “Extraordinary Expenditures not originally included in the annual estimate which may become
4 necessary during the year”. (See 7th Amended CC&Rs, Sections 6.9(b) pg. 38 and 6.10(b), pgs. 40-
5 41 defining the term, “Extraordinary Expenditures” as expenditures not originally included in the
6 annual estimate which may become necessary during the year.).

7
8 **B. Defendants’ Second Motion Seeking Reimbursement from the Reserve Accounts
for Capital Expenditures**

9 On June 24, 2021 Defendants filed Defendants’ Second Motion, entitled, Motion for
10 Instructions Regarding Reimbursement of 2020 Capital Expenditures, (“Second Motion”). Therein
11 Defendants represented to the Court that Defendants had once again made substantial upgrades and
12 improvements to the Property, spending more than \$9 million of their own funds during the year
13 2020 and based on the percent of capital allocation at 13.79% for Common Area expenditures and
14 33.58% for Hotel Related Expenditures, for which Unit Owners were responsible, Defendants
15 sought a reimbursement of \$1,614,505, charged against the reserves and a special assessment to
16 assure that the Unit Owners paid their percentage share in order to maintain the proper balance in
17 the reserves. (Second Motion, pg. 2: 5-16). Exhibit 3 that accompanied the Second Motion
18 regarding Reimbursement for 2020 Capital Expenditures, is the declaration of Reed Brady, Director
19 of Finance and Accounting. He states that GSR captured only capital expenditures that fell within
20 the limits set by the Reserve Study prepared by Better Reserve Consultants to be funded by the
21 reserve accounts. (Exhibit 3, paragraph 3). A copy of the 109 page 2017 Reserve Study is also
22 attached to the Second Motion as Exhibit 4. To be clear, all expenditures for which Defendants
23 sought reimbursement were estimated in the “Initial Budget” for Common Expenses and Hotel
24 Expenses for 2020. ⁷ At no time were any of these expenses designated as “Extraordinary
25 Expenditures not originally included in the annual estimate which may become necessary during
26

27 components listed on Exhibit E, to be necessary for adequate reserves for the future replacement or refurbishment of
28 certain components, including, without limitation, amounts to maintain the Hotel Reserve. (Id. Section 6.10(a) pg. 40)

⁶ See 7th Amended CC&Rs, Section 6.3, pg. 35; Section 6.10(a), pg. 40.

⁷ See 7th Amended CC&Rs, Section 6.3, pg. 35; Section 6.10(a), pg. 40.

1 the year”. (See 7th Amended CC&Rs, Sections 6.9(b) pg. 38 and 6.10(b), pgs. 40-41 defining the
2 term, “Extraordinary Expenditures” as expenditures not originally included in the annual estimate
3 which may become necessary during the year.)

4 In response to the Second Motion, on January 4, 2022, this Court issued its Order Directing
5 Receiver to Prepare Report on Defendants’ Request for Reimbursement of 2020 Capital
6 Expenditures.⁸ Therein the Court ordered as follows:

7 The Court finds the Receiver is charged with implementing compliance with the
8 Governing Documents and was appointed for a reason. (See generally
9 Appointment Order.) Therefore, the Court orders the Receiver to provide a report
10 to the Court within ninety (90) days from the date of this Order recommending
11 which items contained within Defendants’ request for reimbursement of capital
12 expenditures can be reimbursed under the Governing Documents and this Court’s
13 existing orders. (1/4/2022 Order, pgs. 2:26-28; 3:1-3)

14 That 90-day deadline came and went and despite having been ordered to do so, the Receiver
15 has, to date, not reviewed the expense items set forth in either the First nor the Second Motion, and
16 has not made a recommendation as to which items can be reimbursed under the Governing
17 Documents and the Court’s existing orders. On December 1, 2022, this Court issued its Minute
18 Order finding that the Receiver had not taken action with respect to the January 4, 2022 Order that
19 had directed him to provide a report to the Court recommending which items contained within
20 Defendants’ request for reimbursement of capital expenditures can be reimbursed and ordering that
21 the Receiver:

22 ...shall file a separate response to the Order Directing Receiver to Prepare a Report
23 on Defendants’ Request for Reimbursement of 2020 Capital Expenditures within
24 15 judicial days.” (12/1/2022 Minute Order)

25 In the Receiver’s Response to Motion to Compel Receiver to Prepare Report on Defendants’
26 Request for Reimbursement of Capital Expenditures, filed January 9, 2023, (“Response”) the
27 Receiver acknowledged that he has not yet calculated reimbursement for the amount of the
28

⁸ The January 4, 2022 Order Directing Receiver to Prepare Report on Defendants’ Request for Reimbursement of 2020 Capital Expenditures only addressed the Second Motion regarding reimbursement of 2020 Capital Expenditures that was filed June 24, 2021. (Order, pg. 1:22-28).

appropriate reimbursable expenditures due to the Defendants and indicated he would not do so until rental revenues are turned over and he is paid. (Response, pg. 4:7-16).⁹

C. Court Enters two, Nearly Identical Orders Denying Both of Defendants' Motions Seeking Reimbursement of Capital Expenditures

Despite the Receiver's failure to carry out his Court Ordered duty to review the itemized expenses and make a recommendation as to which items can be reimbursed under the Governing Documents and the Court's existing orders for the 2020 Capital Expenditures that ordered the Receiver to review the itemized expenses and make a recommendation, the Court, instead, entered two nearly identical Orders on January 26, 2023 summarily finding as follows:

As to Defendants May 21, 2020 Motion for Reimbursement of Capital Expenses the Court made the following findings: (1) No one disputes Defendants have made substantial upgrades and improvements to the GSR property over the last five years; (2) The issue at the heart of the motion is whether the unit owners of GSRUOA are required by the CC&Rs to bear a portion of this remodeling expense; (3) The requested expenses for the remodeling do not fall within the definition of "Common Elements"; (4) The procedures required under section 6.10(a) were not followed prior to the remodeling expenses being incurred; and, (5) The Court declines to find the remodeling expenses are "extraordinary expenditures" which would permit reimbursement under Section 6.10(b). (See Order denying Defendants May 21, 2020 Motion for Instructions Regarding Reimbursement of Capital Expenditures, pg. 2:1-7)

As to Defendants June 24, 2021 Motion for Instructions Regarding Reimbursement of Capital Expenditures the Court made substantially the same findings: (1) No one disputes Defendants have made substantial upgrades and improvements to the GSR property over the last five years; (2) The issue at the heart of the motion is again, whether the unit owners of GSRUOA are required by the CC&Rs to bear a portion of these expenses; (3) The requested expenses do not fall within the definition of "Common Elements"; (4) The procedures required under section 6.10(a) were not followed prior to the 2020 expenses being incurred; and, (5) The Court declines to find the 2020 expenses are "extraordinary expenditures" which would permit reimbursement under Section 6.10(b). (See Order denying Defendants June 24, 2021 Motion for Instructions Regarding Reimbursement of Capital Expenditures, pg. 2:3-10)

⁹ The Receiver's outstanding invoices were paid on or about June 8, 2023 bringing payments on his invoices current through May, 2023. Pursuant to Court Order Plaintiffs' former units' gross rent was turned over for the month of June, 2023 and the July rents and future rents will be turned over on a regular basis until further order of this Court or the Nevada State Supreme Court. Additionally, the Receiver's June invoice has been paid and his July and future invoices are being paid on a regular basis going forward, until further order of this Court or the Nevada State Supreme Court. There is no longer any excuse for the Receiver refusing to carry out his Court ordered responsibilities, including, but not limited to, his duty to implement the express terms of the Governing Documents.

1
2 **II. A REVIEW OF THE EXPRESS TERMS OF THE 7TH AMENDED CC&Rs**
3 **EVIDENCING UNIT OWNERS RESPONSIBILITY TO PAY A PORTION OF**
4 **THE CAPITAL EXPENDITURES**

5 In order to illustrate the clear error of the Court in the two January 26, 2023 Orders, it is
6 essential to have a clear understanding of the express terms of the 7th Amended CC&Rs, that define
7 the scope and magnitude of Plaintiffs' financial responsibility for reimbursement for capital
8 expenditures made to the Property. Plaintiffs have made their position clear, continuously arguing
9 to the Court that Defendants' request for reimbursement for their Capital Expenditures is completely
10 unjustified under Nevada law and the CC&Rs and must be denied in its entirety. (Plaintiffs'
11 Opposition to Defendants' Motion for Instructions to Receiver Regarding Reimbursement of Capital
12 Expenditures, filed June 18, 2020, pg. 11:12-16). Plaintiffs' argument is not supported by the
13 express terms of the 7th Amended CC&Rs.

14 Before reviewing of the definitions and express terms appearing in the 7th Amended CC&Rs
15 it is, as a preliminary matter, important to understand that while the Receiver is authorized to
16 "implement" the governing documents, he is bound by the Defendants' interpretation of the
17 Governing Documents. Citing the California Supreme Court's decision in *Lamden v. La Jolla*
18 *Shores Clubdominium Homeowners Ass'n*, 21 Cal.4th 249, 87 Cal.Rptr.2d 237, the Nevada Supreme
19 Court described the business judgment rule in *Wynn Resorts, Ltd. v. Eighth Jud. Dist. Ct.*, 133 Nev.
20 369, 376, 399 P.3d 334, 342 (2017). *Lamden* recognized a rule of deference applies to homeowners'
21 associations and other similar entities, which the California courts have since recognized as the
22 business judgment rule. *Lamden*, 21 Cal. 4th at 265, 980 P.2d at 950 ("We hold that, where a duly
23 constituted community association board, upon reasonable investigation, in good faith and with
24 regard for the best interests of the community association and its members, exercises discretion
25 within the scope of its authority under relevant statutes, covenants and restrictions to select among
26 means for discharging an obligation to maintain and repair a development's common areas, courts
27 should defer to the board's authority and presumed expertise"); *Finley v. Superior Ct.*, 80 Cal. App.
28 4th 1152, 1161, 96 Cal. Rptr. 2d 128 (2000) ("Thus, basic principles of corporate law apply to
[homeowners associations]. Such principles specifically include the business judgment rule.").

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

9 It follows therefore that while the Receiver is authorized to "implement" the governing
10 documents, he is still bound by the Defendants' interpretation of them. And as long as Defendants'
11 interpretation is reasonable, the business judgment rule protects against judicial second guess or re-
12 interpretation. *Wynn Resorts, Ltd.*, 133 Nev. at 376, 399 P.3d at 342 (business judgment rule
13 precludes judicial interference in good faith business decisions). It is abundantly clear that
14 Defendants' interpretation of the 7th Amended CC&Rs is reasonable, and if the Court has any doubt
15 as to that fact, an evidentiary hearing will further assist the Court in reaching that conclusion.

16 The following careful examination of the 7th Amended CC&Rs clearly demonstrates that
17 Defendants' interpretation of the 7th Amended CC&Rs is reasonable and supported by the express
18 terms of the document and that interpretation is therefore protected under the business judgment
19 rule.

20 **A. Applicable Definitions in the 7th Amended CC&Rs**

21 The following definitions appearing in the 7th Amended CC&Rs are of assistance in
22 determining the scope of Plaintiffs' responsibilities:

23 **COMMON ELEMENT:** is defined as all portions of the CONDOMINIUM PROPERTY, except
24 the Units, (7th Amended CC&Rs pg. 3);

25 **CONDOMINIUM PROPERTY:** is defined to include not only a portion of the real property but
26 also the easements and appurtenances belonging thereto and the fixtures, intended for the mutual
27 use, benefit or enjoyment of the Owners. (Id. pg. 3) (emphasis added);
28

1 **PUBLIC SHARED FACILITIES:** is defined as that portion of the Shared Facilities Unit, located
2 within the CONDOMINIUM PROPERTY, that is subject to the Public Shared Facilities Easement
3 for access and use by the Hotel Management Company and the Unit Owners. (Id. pg. 5) (emphasis
4 added);

5 **SHARED FACILITIES UNIT** includes the PUBLIC SHARED FACILITIES, to which the Unit
6 Owners have certain ingress, egress, access and other easement rights (Id. Section 2.3, pg. 9; and
7 Section 4.3(e));

8 **PUBLIC SHARED FACILITIES EASEMENTS**, appearing on pages 5 and 6 of the 7th Amended
9 CC&Rs are defined to include:

10 The easement rights over the Public Shared Facilities and Future Expansion Parcel
11 Facilities and Future Expansion Parcel granted to the Declarant, the Association,
12 the Hotel Management Company, and the Unit Owners, as more fully described in
13 Section 4.3(e) below. (Id. pgs. 5-6)

13 **B. 7th Amended CC&Rs, Section 4.3(e)(i)-(iv), Public Shared Facilities, Easements**

14 The PUBLIC SHARED FACILITIES EASEMENTS, as defined in Section 4.3(e) at page
15 14, of the 7th Amended CC&Rs, include non-exclusive easement for ingress, egress and access and
16 for services from components or facilities which are located within the Shared Facilities Unit
17 and/or Parcel,¹⁰ which serve the Common Elements, the Hotel Units, the Residential Units or the
18 Commercial Units, or existence of service from reasonably equivalent components or facilities.
19 (Section 4.3(e)(ii))

20 Collectively, Section 4.3(e)(i)-(iv), on pages 14-15 of the 7th Amended CC&Rs provides
21 that the Unit Owners shall have the following perpetual easements over, across, upon and through
22 the Shared Facilities Unit and Common Elements including non-exclusive easement for
23 reasonable ingress, egress and access over and across, without limitation:

- 24 • Walkways
- 25 • Hallways

26
27 ¹⁰ The scope of the non-exclusive easement for the continued existence of, and service from, components or facilities
28 located within the Shared Facilities Unit and/or Parcel is particularly expansive over the entire hotel property because
"Parcel" is defined as the entire tract of real estate described in the first Recital of the 7th Amended CC&Rs, and its legal
description appears in Exhibit "A" attached to the 7th Amended CC&Rs.

- Corridors
- Hotel Lobby
- Elevators
- Stairways
- Pedestrian access ways outside the Hotel Building
- Utilities, mechanical electrical
- Telephone, plumbing and other systems, telecommunications,
- Television, internet
- Wires, conduits, pipes, ducts, panels, pumps
- Antennae, satellite dishes, transformers
- Computers, controls, control centers, cables
- Mechanical equipment areas
- Utility rooms
- Water heaters serving multiple units and other apparatus used in the delivery of the utility
- Electrical, plumbing and
- Other services to the Condominium Property
- Roofs, exterior walls and finishes
- Heating, ventilating and air conditioning systems, including, without limitation, risers, compressors, air handlers, ducts, condensers, fans, generators, chillers, water towers and other apparatus used in the delivery of HVAC services to the Condominium Property.
- Loading area and access between the loading area and the Hotel Units
- To use and enjoy portions of the Shared Facilities Unit which from time to time are made available by the Owner of the Shared Facilities Unit for use by the Unit Owners, including each Unit Owner's proportionate share of the Shared Facilities Expenses as more particularly described in Section 6.9 (See 7th Amended CC&Rs Section 4.3(e)(i)-(iv), pgs 14-15).

1 **C. 7TH Amended CC&Rs, Section 4.5(b)(i) and (c), FF&E Expenses and Building**
2 **FF&E Expenses**

3 7th Amended CC&Rs, Section 4.5(b)(i), pg. 17, provides that each Unit Owner is expressly
4 responsible for, at his or her own expenses, all costs and expenses associated with all of the
5 following items:

6 **i. FF&E**

7 The FF&E (includes furniture, décor items, towels, linens, color televisions, clocks radio,
8 drapes, other entertainment or electrical equipment, and other window treatments and decorative
9 accessories (collectively, the “FF&E”) The FF&E shall be installed initially in each Hotel Unit by
10 the Declarant in accordance with each Unit Owner’s Purchase Agreement with the Declarant and
11 any existing or new FF&E must be replaced, repaired or refurbished as deemed necessary by the
12 Declarant from time to time, at the expense of such Unit Owner. In each instance that the Declarant
13 makes a determination that the FF&E is in need of replacement (for purposes of replacing FF&E
14 due to wear and tear, age or to perform general refurbishment or renovation of the Units), each Unit
15 Owner of a Hotel Unit will be required to participate in each such FF&E replacement program and
16 to pay for such Unit Owner’s share of the costs of such FF&E replacement program. (7th Amended
17 CC&Rs, Section 4.4(b)(i), pg. 17)

18 (ii) In addition to the above, each Unit Owner shall be responsible for, at his or her
19 own expenses, all costs and expenses associated with all maintenance, repairs and replacements
20 within the Unit Owner’s Unit, all interior and exterior doors appurtenant thereto (including, without
21 limitation, hallway doors and locking mechanisms and components all screens, if any, and all
22 internal installations of such Unit such as lighting fixtures and other electrical fixtures and plumbing
23 and any portion of any other utility service facilities located within the Unit. (Id. Pg. 18)

24 (iii) In addition to the above, each Unit Owner shall be responsible for, at his or her
25 own expenses, all of the decorating associated with such Unit Owner’s Unit including painting, wall
26 papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps
27 and other furnishings and interior decorating. (Id. Pg. 18).
28

1 **ii. Building FF&E**

2 7th Amended CC&Rs, Section 4.5(c), pg. 19 provide as follows: As with the decision to
3 replace or refurbish FF&E located within individual Units in accordance with Section 4.5(b)(i)
4 above, furnishings, fixtures, equipment and facilities adorning or servicing the Public Shared
5 Facilities or property outside of the Condominium Property, including without limitation:

- 6 a. lobby and front desk/concierge/reception area furnishings, fixtures, equipment
7 and facilities;
- 8 b. corridor and hallway furnishings, fixtures, equipment and facilities;
- 9 c. elevator furnishings, fixtures, equipment and facilities; and
- 10 d. flooring materials; wallpaper, paint, furniture, carpeting, fixtures, lighting,
11 equipment, and décor items and any portion of the Building becoming a portion
12 of the PUBLIC SHARED FACILITIES, (collectively the “Building FF&E”)
- 13 e. must be replaced, repaired, or refurbished as deemed necessary by the Declarant
14 at the expense of the Unit Owners and in each instance that the Declarant makes
15 a determination that such Building FF&E is in need of replacement (for purposes
16 of replacing Building FF&E due to wear and tear, age or to perform general
17 refurbishment or renovation of the Condominium);
- 18 f. Each Unit Owner will be required to participate in each such Building FF&E
19 replacement program and to pay for such Unit Owner’s share of the costs of such
20 Building FF&E replacement program, the costs for which will be assessed
21 against each Hotel Unit based on either a unit-by-unit actual cost basis, a
22 percentage interest basis, a square footage basis or such other reasonable cost
23 allocation as the Declarant shall determine...In the event of a dispute concerning
24 the replacement or refurbishment of the Building FF&E, the decision of the
25 Declarant shall be binding upon all parties to the dispute. (emphasis added).¹¹

26

27 ¹¹ Recall that during the Receiver’s June 7, 2023 testimony, the following questions and answers took place: Q. ..are
28 there expenses outside [the condominium tower] such as the pool area or the lobby or the front desk or the mezzanine
 that there’s refurbishing going on---are the unit owners responsible for that according to your interpretation of the

1 **D. Common Expenses**

2 The Board must prepare a detailed proposed budget for the ensuring calendar year which
3 includes an amount considered by the Board to be necessary for adequate reserves and on or before
4 November 15th, notify each Unit Owner in writing, as to the proposed annual budget for the
5 following year and on or before January 1st of the ensuring year, and the first day of each and every
6 month of said year, each Unit Owner shall be personally liable for and obligated to pay the Board,
7 1/12th of the annual budget. (7th Amended CC&Rs, Section 6.1, pg. 34)

8 The Board shall maintain a special reserve account to be used solely for the repair,
9 replacement and restoration of the major components of the Common Elements. Id. Section 6.2, pg.
10 34; (By definition the “Common Elements” include all portions of the Condominium Property
11 except the Units themselves. And, by definition, the Condominium Property includes the easements,
12 rights and appurtenances belonging thereto and fixtures, intended for the mutual use, benefit or
13 enjoyment of the Owners.) (7th Amended CC&Rs, pg. 3)

14 Each unit owner shall be deemed to make a capital contribution to the Association equal to
15 the percentage of the annual assessment multiplied by each installment of the annual assessment
16 paid by such Unit Owner. (Id. 6.2, pg. 34 and 35)

17 Expenditures for the repair, replacement and restoration of the major components of the
18 Common Elements which may become necessary during the year shall be charged first against the
19 Capital Reserve.

20 **E. Shared Facilities Expenses**

21 Shared Facilities Expenses are distinct from, and in addition to, the Hotel Expenses and
22 Common Expenses. (pg. 3).

23 Shared Facilities Unit includes both the Public Shared Facilities, (to which the Unit Owners
24 of the Hotel Units and the Commercial Units, the Association and the Hotel Guests have certain

25 _____
26 CC&Rs? A. No. Q. Okay. A. Again, you keep asking me about my interpretation, and I keep telling you that my
27 interpretation is based on my attorney’s interpretation, and if you want—you’ll have to question her for her legal reasons
28 for what she arrived at. (June 7, 2023 (day 2) transcript, pg. 30: 7-16; pg. 32:9-21). Given the language appearing in
the 7th Amended CC&Rs, including, but not limited to, sections 4.3 and 4.5 cited in detail in this Motion, it is clear that
the Receiver, or more accurately, his attorney, is not correctly implementing the terms of the 7th Amended CC&Rs, and
holding Plaintiffs accountable for their share of the costs for which they are responsible.

1 ingress, egress, access and other easement rights as more particularly described in the 7th Amended
2 CC&Rs, Section 4.3(e), (See also, 7th Amended CC&Rs, Section 2.3, pg. 9)

3 The owner of the Shared Facilities Unit shall prepare a detailed proposed budget for the
4 ensuring year in connection with the ownership, operation, use, maintenance, repair, replacement
5 and refurbishment of the Shared Facilities Unit, and on or before November 15th notify each Unit
6 Owner in writing, as to the proposed annual budget for the following year and on or before January
7 1st of the ensuring year, and the first day of each and every month of said year, each Unit Owner
8 shall be personally liable for and obligated to pay the Owner of the Shared Facilities Unit, (MEI-
9 GSR), 1/12th of the annual budget. (Id., Section 6.9(a), pgs. 37-38)

10 All Unit Owners other than the Unit Owner of the Shared Facilities Unit shall be obligated
11 to pay to the Unit Owner of the Shared Facilities Unit each Unit Owner's proportionate share of the
12 Shared Facilities Expenses as described in Section 6.9. (See also Id. Section 2.3, pg. 9). Each
13 Shared Facilities Budget shall disclose that percentage of the annual assessment which shall be
14 added to the Shared Facilities Reserve, and each Unit Owner shall be deemed to make a capital
15 contribution to the owner of the Shared Facilities Unit equal to such percentage multiplied by each
16 installment paid by such Unit Owner. ¹²

17 **F. Hotel Expenses**

18 Hotel Expenses are distinct from and in addition to the Shared Facilities Expenses and the
19 Common Expenses. See 7th Amended CC&Rs, pg. 3; The "Hotel" is defined as the existing hotel
20 consisting of approximately 1995 guest rooms, ten restaurants, a casino, spa, approximately 200,000
21 square feet of meeting and convention space, and **related facilities and out parcels.**

22 In addition to the budget and assessment procedures for Common Elements and Shared
23 Facilities Unit as described in Sections 6.1 and 6.9, and in addition to other charges or assessments
24 set forth in the governing documents in connection with the ownership, operation, use, maintenance,
25 repair, replacement and refurbishment of certain components of the Building outside of the
26 Condominium, which necessarily benefit in part the Unit owners, and in part private operations and

27 ¹² The expenditures itemized in Defendants' First Motion and Second Motion are not "Extraordinary Expenditures" that
28 were not originally included in the annual estimate. See 7th Amended CC&Rs, Section 6.9(b), pg. 38, defining
"Extraordinary Expenditures".

1 facilities outside of the Condominium Property, Declarant identified specific utility and structural
2 components and insurance coverages as detailed in Exhibit E, attached to the 7th Amended CC&Rs,
3 which shall be paid initially by the Declarant and reimbursed to the Declarant by the Unit Owners,
4 including reserve expenses incurred by Declarant in connection with the ownership, use,
5 maintenance, operation, repair and replacement of the components specified in Exhibit E.¹³ Setting
6 a budget, including for reserves, for Hotel Expenses is the same as it is for Shared Facilities
7 Expenses. (See 7th Amended CC&Rs, Section 6.10 (a) and (b)) (emphasis added).

8
9 **III. DECLARANT'S ABSOLUTE DISCRETION TO MAKE CAPITAL EXPENDITURES**

10 Capital Expenditures related to periodic repair, replacement, refurbishment, enhancement
11 and update of the SFUE and HE may be performed from time to time in **the sole and absolute**
12 **discretion of the Defendant MEI-GSR Holdings, LLC, and at the sole cost and expense of the**
13 **Unit Owners.** A special or separate assessment shall be made to each Unit Owner for such Unit
14 Owner's proportionate share of the capital expenditures for SFUE and HE and all Unit Owners shall
15 be personally liable for and obligated to pay their respective share in an adjusted monthly amount.
16 (7th Amended CC&Rs, Section 6.9(b), pgs. 38-39 and Section 6.10(b), pgs. 41-42). Defendant may
17 withhold from the Unit Owners' rent amounts payable by the Unit Owner under the CC&Rs for
18 assessments for SFUE and HE. (Unit Rental Agreement, paragraph 6, pg. 6, paragraph 9(c), pg. 8).

19
20 **IV. THE CAPITAL EXPENDITURES SUBMITTED BY DEFENDANTS IN THEIR**
21 **FIRST AND SECOND MOTION PROPERLY FIT INTO ONE OR MORE OF**
22 **THE CATEGORIES OF ALLOWABLE EXPENSES SET FORTH IN THE 7TH**
23 **AMENDED CC&Rs AND ARE TO BE REIMBURSED OUT OF THE**
24 **RESERVE ACCOUNTS**

25
26 **A. Capital Expenditures Listed in First and Second Motion**

27 For the convenience of the Parties and the Court, Defendants have attached to this Motion
28 for Reconsideration, as **Exhibits "1" and "2"** their Condo Capital Expense Analysis, January 2017

¹³ Exhibit E, attached to the 7th Amended CC&Rs list the items for the Hotel, which by definition is the existing hotel, consisting of approximately 1995 guest rooms, ten restaurants, a casino, spa approximately 200,000 square feet of meeting and convention space, and related facilities and out parcels. (7th Amended CC&Rs, pg. 3)

1 through June 2019, and 2020.¹⁴ Defendants submit that most, if not all, of the expenditures listed
2 therein qualify and should be approved as Hotel Expense, as allowed in the 7th Amended CC&Rs,
3 Section 6.10; Public Shared Facilities Easement Expenses located within the Shared Facilities Unit
4 and the Parcel as a whole, as expressly allowed in the 7th Amended CC&Rs, Sec. 4.3(e)); and/or,
5 Building FF&E, as allowed in Section 4.5(c). There are far too many line item entries to address
6 each of them in this Motion, but suffice it to say that even a cursory review of the list of expenditures
7 reveals that the vast majority fall under one of these three categories of expenses. Defendants offer
8 the following by way of example:

- 9 • The **POOL** is a “related facility” and an “out parcel” as those terms are used under
10 the definition of “Hotel” (7th Amended CC&Rs, pg. 3). The POOL expenses
11 itemized in Exhibits 1 and 2 attached hereto qualify as Hotel Expense, and Building
12 FF&E, in which Plaintiffs are obligated to participate and pay their share of the costs.
13 (See also 7th Amended CC&Rs, Section 4.3(e)(ii), pg. 14, describing “facilities
14 which are located within the Shared Facilities Unit and/or Parcel” and Section
15 4.3(e)(iv), pg. 15, describing “A non-exclusive easement to use and enjoy portions
16 of the Shared Facilities Unit which from time to time are made available by the
17 Owner of the Shared Facilities Unit for use by the Unit Owners...subject to such
18 rules and regulations, restrictions, scheduling requirements, fees, costs and use
19 charges as may be adopted or imposed from time to time by the Shared Facilities
20 Unit Owner”).
- 21 • The **ELEVATOR LOBBY**, likewise qualifies as a Hotel Expense, (See Exhibit E,
22 attached to the 7th Amended CC&Rs) and as an Easement right of way expense in
23 Public Shared Facilities Easement, Sections 4.3(e) and Building FF&E, 4.5(c)), in
24 which Plaintiffs are obligated to participate and pay their share of the costs.
- 25 • The **ROOF** is listed and qualifies as a Hotel Expense, (See Exhibit E, attached to the
26 7th Amended CC&Rs), and as a Public Shared Facilities Easement, Section
27

28 ¹⁴ These same exhibits were originally attached to Defendants’ First and Second Motion as Exhibit 2 respectively.

1 4.3(e)(ii)(B), and Building FF&E Expense, Section 4.5(e), in which Plaintiffs are
2 obligated to participate and pay their share of the costs.

- 3 • The **CASINO WALKWAY** is a related facility and an out parcel as those terms are
4 used under the definition of “Hotel” (7th Amended CC&Rs, pg. 3). The CASINO
5 WALKWAY expenses itemized in Exhibits 1 and 2, qualify as Hotel Expense, Public
6 Shared Facilities Easement and Building FF&E, (Sections 4.3(e) and 4.5(c)), in
7 which Plaintiffs are obligated to participate and pay their share of the costs.
- 8 • The **NORTH AND SOUTH ENTRANCE TO THE HOTEL** expenses itemized
9 in Exhibits 1 and 2 are a Public Shared Facilities Easement, Section 4.3(e)(iii), and
10 a Building FF&E Expense, Section 4.5(e), in which Plaintiffs are obligated to
11 participate and pay their share of the costs.
- 12 • The **MEZZANINE** and **CORRIDOR** expenses itemized in Exhibits 1 and 2, are a
13 Public Shared Facilities Easement, Section 4.3(e), and Building FF&E Expense,
14 Section 4.5(e), in which Plaintiffs are obligated to participate and pay their share of
15 the costs.
- 16 • The **FRONT DESK** expenses itemized in Exhibits 1 and 2, are a Public Shared
17 Facilities Easement, Section 4.3(e), and Building FF&E Expense, Section 4.5(e), in
18 which Plaintiffs are obligated to participate and pay their share of the costs.
- 19 • The **BELL DESK** expenses itemized in Exhibits 1 and 2, are a Public Shared
20 Facilities Easement, Section 4.3(e), and Building FF&E Expense, Section 4.5(e), in
21 which Plaintiffs are obligated to participate and pay their share of the costs.
- 22 • The **BOILER** qualifies as a Hotel Expense, (See Exhibit E, attached to the 7th
23 Amended CC&Rs) and as an Easement right of way expense in Public Shared
24 Facilities Easement, Sections 4.3(e) and Building FF&E, 4.5(c)), in which Plaintiffs
25 are obligated to participate and pay their share of the costs.
- 26 • The **PORTE COCHERE** expenses itemized in Exhibits 1 and 2, are a Public
27 Shared Facilities Easement, Section 4.3(e) and Building FF&E Expense, Section
28

4.5(e), in which Plaintiffs are obligated to participate and pay their share of the costs.

- **LOBBY ENTRANCE** and **VESTIBULE** expenses itemized in Exhibits 1 and 2, are a Public Shared Facilities Easement, Section 4.3(e) and Building FF&E Expense, Section 4.5(e), in which Plaintiffs are obligated to participate and pay their share of the costs.¹⁵

V. LEGAL STANDARD FOR REHEARING OF MOTIONS

“The rehearing of motions must be done in conformity with D.C.R. 13, Section 7. A party seeking reconsideration of a ruling of the court, other than an order which may be addressed by motion pursuant to N.R.C.P. 50(b), 52(b), 59 or 60, must file a motion for such relief within 14 days after service of written notice of entry of the order or judgment, unless the time is shortened or enlarged by order.” WDCR 12.8. D.C.R. 13.7, in turn, provides, “No motion once heard and disposed of shall be renewed in the same cause, nor shall the same matters therein embraced be reheard, unless by leave of the court granted upon motion therefor, after notice of such motion to the adverse parties.” Defendants filed their Motion for Leave to File Motion for Reconsideration of the January 26, 2023 Orders within the requisite 14-day period after service of written notice of entry of the Court’s January 26, 2023, Orders.

A petition for rehearing is appropriate where it “direct[s] attention to some controlling matter which the court has overlooked or misapprehended.” *Matter of Ross*, 99 Nev. 657, 659, 668 P.2d 1089, 1091 (1983); *cf. Gordon v. Eighth Judicial Dist. Court of State of Nev. In & For Cnty. of Clark*, 114 Nev. 744, 745, 961 P.2d 142, 143 (1998) (a petition for rehearing is appropriate where “the court has overlooked or misapprehended some material matter, or when otherwise necessary to promote substantial justice”). Thus, designed to aid the district court, motions for reconsideration are appropriate where they allow the court to correct its own errors. *Masonry & Tile Contractors Ass’n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (“A district court may reconsider a previously decided issue if substantially different evidence is

¹⁵ The list of items and expenses contained in Exhibits 1 and 2 are too numerous to be listed in this Motion. The items that are listed above, are intended only as a small sample of the expenses that qualify for reimbursement to Defendants and Plaintiffs’ participation in those expenses.

subsequently introduced or the decision is clearly erroneous.”). A ruling “is ‘clearly erroneous’ when although there is evidence to support it, the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been committed.” *Unionamerica Mortg. and Equity Trust v. McDonald*, 97 Nev. 210, 211-12, 626 P.2d 1271 (1981) (internal quotations omitted).

VI. ARGUMENT

As demonstrated herein the Court has erroneously overlooked or misapprehended several material matters. First, the Court concluded in its two Orders that none of the requested expenses for 2017 through 2019 and for 2020 fall within the Common Elements and the Court appears to reject all of the expenses because of her erroneous finding that the requested expenses do not fall within the definition of Common Elements. This conclusion is clearly the product of error. In Defendants’ First Motion Defendants identify \$20,942,340 in Hotel Related Expenses, not Common Elements expenses. Similarly, in Defendants Second Motion they identified an additional \$204,868 in Hotel Related Capital Expenses. In summary, over 55% of the Capital Expenditures for which Defendants seek reimbursement and unit owner participation in their two motions are for Hotel Expense and not Common Elements yet the Court fails to even address the Hotel Expense portion of the expenditures and appears to reject all of the expenses because they do not fall within the “Common Elements”. Additionally, COMMON ELEMENT is defined to include all portions of the CONDOMINIUM PROPERTY, except the Units, (7th Amended CC&Rs pg. 3). And CONDOMINIUM PROPERTY, in turn, is broadly defined to include not only the real property but the easements and appurtenances belonging thereto and the fixtures, intended for the mutual use, benefit or enjoyment of the Owners. (Id. pg. 3). Further, it appears the Court has failed to even consider the PUBLIC SHARED FACILTIES, to which the Unit Owners have certain ingress, egress, access and other easement rights and expense obligations as more particularly established in Section 4.3(e), page 14-15, (also referenced in Section 2.3, pg. 9) and BUSINESS FF&E, as set forth in Section 4.5(c), pgs. 18-19); (which includes a non-exclusive easement right to use and enjoy portions of the Shared Facilities Unit which from time to time are made available by the Owner of the Shared Facilities Unit for use by the Unit Owners, including, each Unit Owner’s proportionate

1 share of the Shared Facilities Expenses as more particularly described in Section 6.9). (Id. Section
2 4.5(c)(iv)).

3 The expenditures that are listed in Exhibits 1 and 2, attached hereto are all capital
4 expenditures that fall within the limits set forth in the Reserve Studies to be funded by the reserve
5 accounts and a portion of which expense is to be shared by the Unit Owners. Further, these
6 expenditures were all part of the established budgets for the years 2017 through 2020 and none of
7 the expenses were identified, nor did they qualify, as “extraordinary expenditures not originally
8 included in the annual estimate”, as that term is used in the 7th Amended CC&R, Sections 6.9(b),
9 pg. 38 and 6.10(b), pg. 41.

10 **VII. DEFENDANTS REQUEST AN ORDER TO SET AN EVIDENTIARY HEARING**

11 Pursuant to WDCR 12(5) Defendants request a hearing to present testimony and oral
12 argument to assist the Court in better understanding the true scope and categories of expenses
13 defined in the 7th Amended CC&Rs, for which all unit owners are partially responsible, which will
14 in turn assist the Court in rendering an informed decision on the 2 motions which are the subject of
15 this Motion.¹⁶ Defendants request the Court exercise its discretion to order an evidentiary hearing
16 and oral argument.

17 **VIII. CONCLUSION**

18 For the foregoing reasons, this Court should reconsider its first Order entered January 26,
19 2023, Denying Defendants’ Motion for Instructions to Receiver Re Reimbursement of Capital
20 Expenditures filed May 21, 2020 and its second Order entered January 26, 2023, Denying
21 Defendants Motion for Instructions Re Reimbursement of 2020 Capital Expenditures filed June 24,
22 2021. The Court should further approve those portions of the itemized expenses that are clearly
23 eligible for reimbursement and unit owner participation whether it be under the titles of Hotel

24 ¹⁶ It is particularly important that the Court have an understanding of the scope and extensive categories of expenses for
25 which all unit owners are responsible under the 7th Amended CC&Rs, considering the June 7, 2023, trial testimony of
26 the Receiver wherein he admitted that his “interpretation” of the 7th Amended CC&Rs is not really his interpretation at
27 all but rather is his attorney’s interpretation and he even suggested that Defendants’ counsel would have to question his
28 attorney to get her interpretation of the 7th Amended CC&Rs to determine the expenses for which the Plaintiff unit
owners are responsible. (June 7, 2023 trial transcript, pg. 32:9-24: 33:1-3). This is troubling, indeed, since Mr. Teichner
is the Court appointed receiver who is duty bound to see to it that the express terms of the Governing Documents are
implemented, and yet he has admitted that he is unable to do so and instead looks exclusively to his attorney for her
interpretation of the 7th Amended CC&Rs.

1 Expenses, Common Area Expenses, Public Shared Facilities Easement Expenses, and/or Business
2 FF&E, not previously addressed or considered by this Court and in accordance with, and permitted
3 by the express terms of the 7th Amended CC&Rs.

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

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

8 RESPECTFULLY SUBMITTED this August 24, 2023.

9 /s/ David C. McElhinney
10 ABRAN VIGIL, ESQ.
Nevada Bar No. 7548
11 ANN HALL, ESQ.
Nevada Bar No. 5447
12 DAVID C. MCELHINNEY, ESQ.
Nevada Bar No. 0033
13 MERUELO GROUP, LLC
Legal Services Department
14 5th Floor Executive Offices
2535 Las Vegas Boulevard South
15 Las Vegas, NV 89109
Attorneys for Defendants

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am employed in County of Washoe, State of Nevada
3 and on this date, I served a true and correct copy of the foregoing **MOTION FOR**
4 **RECONSIDERATION OF (1) JANUARY 26, 2023 ORDER DENYING**
5 **DEFENDANTS'MOTION FOR INSTRUCTIONS TO RECEIVER RE REIMBURSEMENT**
6 **OF 2017 THROUGH 2019 CAPITAL EXPENDITURES; AND (2) JANUARY 26, 2023**
7 **ORDER DENYING DEFENDANTS' MOTION FOR INSTRUCTIONS REGARDING**
8 **REIMBURSEMENT OF 2020 CAPITAL EXPENDITURES AND REQUEST FOR**
9 **EVIDENTIARY HEARING** to the parties listed below, via electronic service through the Second
10 Judicial District Court's eFlex Electronic Filing System:

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Attorneys for the Receiver
Richard M. Teichner

27 DATED this August 24, 2023.

28 /s/ Jennifer L. Hess
Jennifer L. Hess

FILED
Electronically
CV12-02222
2023-08-24 11:30:02 AM
Alicia L. Lerud
Clerk of the Court
Transaction # 9849280

EXHIBIT “1”

EXHIBIT “1”

CONDO CAPITAL EXPENSE ANALYSIS January 2017 thru June 2019

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

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

Grand Sierra Resort and Casino
For the Period January 1, 2017 to December 31, 2017

Asset ID	Description	Asset Type	Acquisition Date	Book Cost
"COMMON AREA" CAPITAL EXPENDITURES:				
001174.671	NORTH ENTRANCE -ELECTRICAL ADDT'L	Building Improvements	1/1/2017	29,060
001174.727	NORTH ENTRANCE -FLOWERS ADDT'L	Furn., Fixtures & Equip.-New	1/1/2017	10,532
001336.671	SOUTH ENTRANCE: ELECTRICAL ADDTL	Building Improvements	1/1/2017	6,165
001583	WATER MAIN - EMPLOYEE PARKING LOT	Building Improvements	1/1/2017	80,768
001648	RING ROAD ADDTL 2	Land Improvements	1/1/2017	36,306
001654	ANTISPAM/EMAIL ARCHIVER	IT-Hardware	1/1/2017	25,240
001655	PARKING LOT LIGHTS	Building Improvements	1/1/2017	89,038
001582	SNOW EQUIPMENT	Furn., Fixtures & Equip.-New	2/1/2017	51,543
001652	TAPE DRIVES	IT-Hardware	2/1/2017	7,247
001584	Cisco Catalyst 2960x switches (3)	IT-Hardware	3/1/2017	12,350
001585	LED Panels - porte cacheres	Furn., Fixtures & Equip.-New	3/1/2017	277,348
001590	Surveillance Video Storage	Furn., Fixtures & Equip.-New	3/1/2017	22,136
001591	Surveillance Network	Furn., Fixtures & Equip.-New	3/1/2017	58,314
001660	SNOW EQUIPMENT ATTACHEMENTS	Furn., Fixtures & Equip.-New	4/1/2017	6,194
001777	MEZZANINE: FRAMING AND DRYWALL	Building Improvements	7/1/2017	155,390
001778	MEZZANINE: DOORS AND HARDWARE	Furn., Fixtures & Equip.-New	7/1/2017	126,489
001779	MEZZANINE: PAINT/PAPER	Building Improvements	7/1/2017	249,609
001780	MEZZANINE: GLAZING/SKYLIGHTS	Building Improvements	7/1/2017	1,481
001781	MEZZANINE: TILE/FLOORING	Building Improvements	7/1/2017	116,509
001782	MEZZANINE: CARPET	Building Improvements	7/1/2017	79,688
001783	MEZZANINE: ELECTRICAL	Building Improvements	7/1/2017	255,831
001784	MEZZANINE: MILLWORK	Building Improvements	7/1/2017	89,405
001785	MEZZANINE: FIRE ALARM	Building Improvements	7/1/2017	10,496
001786	MEZZANINE: FF&E	Furn., Fixtures & Equip.-New	7/1/2017	124,490
001787	MEZZANINE: SIGNAGE	Furn., Fixtures & Equip.-New	7/1/2017	18,192
001788	MEZZANINE: LIGHTING	Furn., Fixtures & Equip.-New	7/1/2017	358,061
001789	MEZZANINE: DRAPES	Furn., Fixtures & Equip.-New	7/1/2017	1,867
001790	MEZZANINE: HARD LID CEILING	Building Improvements	7/1/2017	60,284
001791	MEZZANINE: COOL SIGNS	Furn., Fixtures & Equip.-New	7/1/2017	14,872
001792	MEZZANINE: TVS FOR ROOMS	Furn., Fixtures & Equip.-New	7/1/2017	70,066
001793	MEZZANINE: A/V	Furn., Fixtures & Equip.-New	7/1/2017	150,039
001794	MEZZANINE: PHONES	IT-Hardware	7/1/2017	952
001736	NETWORK FIBER UPGRADE	IT-Hardware	8/1/2017	22,514
001737	DAS FOR CELL COVERAGE	IT-Hardware	8/1/2017	10,603
001738	DELL COMPUTERS (12) PCM	IT-Hardware	8/1/2017	10,145
001739	DELL COMPUTERS (11) CDW	IT-Hardware	8/1/2017	11,429
001740	MS WINDOWS SERVER LICENSES	IT-Software	8/1/2017	6,163
001743	Miscellaneous Roof Repairs	Building Improvements	8/1/2017	39,575
001745	BUILDING MANAGEMENT SYSTEM ADDT'L	Furn., Fixtures & Equip.-New	8/1/2017	5,818
001817	SECURITY KUBOTA	Furn., Fixtures & Equip.-New	9/1/2017	26,255
001841	2016 Dodge Grand Caravan	Vehicles-Used	9/1/2017	20,730
001801	DATA ROOM COOLING	Building Improvements	11/1/2017	62,778
001813	SURVEILLANCE NETWORK	Furn., Fixtures & Equip.-New	11/1/2017	12,799
001814	WINDSOR CLIPPER MACHINE	Furn., Fixtures & Equip.-New	11/1/2017	4,513
001816	SURVEILLANCE TVS AND PCS	Furn., Fixtures & Equip.-New	11/1/2017	8,345
001831	MONITORS	IT-Hardware	11/1/2017	5,983
001832	SOLIDFIRE SERVERS	IT-Hardware	11/1/2017	107,568
001843	Surveillance Cameras	Furn., Fixtures & Equip.-New	12/1/2017	5,962
001860	ANODES FOR CENTRAL PLANT TANKS	Furn., Fixtures & Equip.-New	12/1/2017	15,980
001865	MONITORS	IT-Hardware	12/1/2017	5,055
001866	ANTIVIRUS	IT-Software	12/1/2017	12,134
001885	ARTIFICIAL GRASS	Land Improvements	12/1/2017	238,265
TOTAL "COMMON AREA" CAPITAL EXPENDITURES:				3,228,575
ALLOCATION % BASED ON RESERVE STUDY				13.79%
CAPITAL ALLOCATION TO "COMMON AREAS"				445,220

"HOTEL RELATED" CAPITAL EXPENDITURES:

Asset ID	Description	Asset Type	Acquisition Dat	Book Cost
001657	LAUNDRY FOLDERS/ACCUMULATORS	Furn., Fixtures & Equip.-New	2/1/2017	199,065
001659	LAUNDRY CONVEYOR	Furn., Fixtures & Equip.-New	5/1/2017	16,383

Grand Sierra Resort and Casino
For the Period January 1, 2017 to December 31, 2017

<u>Asset ID</u>	<u>Description</u>	<u>Asset Type</u>	<u>Acquisition Date</u>	<u>Book Cost</u>
001741	Laundry Folders	Furn., Fixtures & Equip.-New	8/1/2017	129,892
001746	THE POOL: FRAMING AND DRYWALL	Building Improvements	9/1/2017	584,041
001747	THE POOL: HVAC	Building Improvements	9/1/2017	126,171
001748	THE POOL: ELECTRICAL	Building Improvements	9/1/2017	2,468,302
001749	THE POOL: FIRE SPRINKLERS	Building Improvements	9/1/2017	65,930
001750	THE POOL: FIRE ALARM	Building Improvements	9/1/2017	30,054
001751	THE POOL: GRANITE	Building Improvements	9/1/2017	26,551
001752	THE POOL: DOORS AND HARDWARE	Furn., Fixtures & Equip.-New	9/1/2017	50,500
001753	THE POOL: MILLWORK	Furn., Fixtures & Equip.-New	9/1/2017	432,761
001754	THE POOL: FAUX PLANTS	Furn., Fixtures & Equip.-New	9/1/2017	32,586
001755	THE POOL: FF&E	Furn., Fixtures & Equip.-New	9/1/2017	1,971,847
001756	THE POOL: A/V	Furn., Fixtures & Equip.-New	9/1/2017	233,272
001757	THE POOL: BAR/RESTAURANT EQUIPMENT	Furn., Fixtures & Equip.-New	9/1/2017	522,795
001758	THE POOL: POS	IT-Hardware	9/1/2017	181,304
001759	THE POOL: SIGNAGE	Furn., Fixtures & Equip.-New	9/1/2017	60,978
001760	THE POOL: LIGHTING	Furn., Fixtures & Equip.-New	9/1/2017	229,142
001761	THE POOL: FRIDGE/SAFE	Furn., Fixtures & Equip.-New	9/1/2017	1,899
001762	THE POOL: SURVEILLANCE	Furn., Fixtures & Equip.-New	9/1/2017	40,320
001763	THE POOL: LAUNDRY BINS	Furn., Fixtures & Equip.-New	9/1/2017	3,799
001764	THE POOL: LIFE GUARD EQUIP/sports equip	Furn., Fixtures & Equip.-New	9/1/2017	7,927
001765	THE POOL: Big Chair	Furn., Fixtures & Equip.-New	9/1/2017	3,354
001766	THE POOL: SMALLWARES	Furn., Fixtures & Equip.-New	9/1/2017	28,330
001767	THE POOL: GLAZING/SKYLIGHTS	Land Improvements	9/1/2017	1,067,456
001768	THE POOL: CONCRETE	Land Improvements	9/1/2017	1,458,753
001769	THE POOL: STRUCTUAL STEEL	Land Improvements	9/1/2017	1,489,205
001770	THE POOL: TILE/FLOORING	Land Improvements	9/1/2017	806,581
001771	THE POOL: POOL	Land Improvements	9/1/2017	2,410,246
001772	THE POOL: PLUMBING	Land Improvements	9/1/2017	1,447,890
001773	THE POOL: WATER FEATURE	Land Improvements	9/1/2017	28,615
001774	THE POOL: LANDSCAPE	Land Improvements	9/1/2017	297,592
001775	THE POOL: MASONARY	Land Improvements	9/1/2017	751,811
001844	THE POOL: ROOFING	Building Improvements	9/1/2017	66,860
001845	THE POOL: PAINT/PAPER	Building Improvements	9/1/2017	28,108
001846	THE POOL: IRON WORK	Building Improvements	9/1/2017	11,586
001847	THE POOL: CURB/SIDEWALK	Land Improvements	9/1/2017	4,977
001856	GAS DRYERS	Furn., Fixtures & Equip.-New	12/1/2017	133,374
001857	WASHERS/EXTRACTORS	Furn., Fixtures & Equip.-New	12/1/2017	176,329
TOTAL "HOTEL RELATED" CAPITAL EXPENDITURES:				17,626,589
ALLOCATION % BASED ON RESERVE STUDY				33.58%
CAPITAL ALLOCATION TO "HOTEL UNIT"				5,919,009

Grand Sierra Resort and Casino
For the Period January 1, 2018 to December 31, 2018

<u>Asset ID</u>	<u>Description</u>	<u>Asset Type</u>	<u>Acquisition Date</u>	<u>Book Cost</u>
"COMMON AREA" CAPITAL EXPENDITURES:				
002025	APPLE IPODS (25)	IT-Hardware	1/1/2018	5,117
002026	IP PHONES	IT-Hardware	1/1/2018	6,365
002037	MARQUEE - HIGHWAY	Land Improvements	1/1/2018	1,009,661
002028	MS SERVERS (20)	IT-Hardware	2/1/2018	99,380
002029	BACKUP SOLUTION	IT-Hardware	2/1/2018	66,984
002010	PARKING LOT LIGHTS	Land Improvements	3/1/2018	388,276
002027	MS OFFICE LICENSES (9)	IT-Software	4/1/2018	3,767
002030	BTO INS 15 7700HQ LAPTOP	IT-Hardware	4/1/2018	1,243
002031	BTO INS 15 7700HQ LAPTOP	IT-Hardware	4/1/2018	1,243
002032	BTO INS 15 7700HQ LAPTOP	IT-Hardware	4/1/2018	1,243
002033	BTO INS 15 7700HQ LAPTOP	IT-Hardware	4/1/2018	1,243
002034	BTO INS 15 7700HQ LAPTOP	IT-Hardware	4/1/2018	1,243
002035	16 MB PRO/2.8/16 GB/1TBFLASH/IRISPRO	IT-Hardware	4/1/2018	3,733
002036	16 MB PRO/2.8/16 GB/1TBFLASH/IRISPRO	IT-Hardware	4/1/2018	3,733
001999	CENTRAL PLANT ANODES	Building Improvements	5/1/2018	71,732
002000	BOILER DRAIN	Building Improvements	5/1/2018	8,955
002001	FAN ROOM #2	Furn., Fixtures & Equip.-New	5/1/2018	58,355
002008	TENNANT SCRUBBER T7	Furn., Fixtures & Equip.-New	5/1/2018	16,137
002009	WIDSOR CHARIOT 3 VACUUM	Furn., Fixtures & Equip.-New	5/1/2018	13,235
002013	SURVEILLANCE RECORDING EQUIPMENT	Furn., Fixtures & Equip.-New	5/1/2018	8,625
002038	PYLON - FIRESTATION	Land Improvements	5/1/2018	64,075
002078	Marketing Storage Solutions	IT-Hardware	7/1/2018	9,181
002093	PCs for new staff and broken units	IT-Hardware	8/1/2018	12,992
002095	Boiler Repairs	Furn., Fixtures & Equip.-New	8/1/2018	23,051
002128	IP Fixed Cameras	IT-Hardware	10/1/2018	17,149
002141	Shuttle Bus - 2013 Ram 5500	Vehicles-Used	10/1/2018	92,369
002142	T7 Tennant Scrubber	Furn., Fixtures & Equip.-New	11/1/2018	17,057
002143	Vacuum Windsor Chariot	Furn., Fixtures & Equip.-New	11/1/2018	14,062
002170	Carpet Extractor	Furn., Fixtures & Equip.-New	12/1/2018	16,783
002185	Ring Road Improvements	Land Improvements	12/1/2018	311,501
TOTAL "COMMON AREA" CAPITAL EXPENDITURES:				2,348,488
ALLOCATION % BASED ON RESERVE STUDY				13.79%
CAPITAL ALLOCATION TO "COMMON AREAS"				323,857

"HOTEL RELATED" CAPITAL EXPENDITURES:

<u>Asset ID</u>	<u>Description</u>	<u>Asset Type</u>	<u>Acquisition Date</u>	<u>Book Cost</u>
001953	THE POOL: FRAMING AND DRYWALL	Building Improvements	1/1/2018	11,057
001954	THE POOL: GLAZING/SKYLIGHTS	Land Improvements	1/1/2018	27,701
001955	THE POOL: CONCRETE	Land Improvements	1/1/2018	37,350
001956	THE POOL: STRUCTUAL STEEL	Land Improvements	1/1/2018	23,656
001957	THE POOL: TILE/FLOORING	Land Improvements	1/1/2018	40,598
001958	THE POOL: ELECTRICAL	Building Improvements	1/1/2018	712,121
001960	THE POOL: MILLWORK & FF&E	Furn., Fixtures & Equip.-New	1/1/2018	36,440
001962	THE POOL: LANDSCAPE & PLUMBING	Land Improvements	1/1/2018	343,572
001963	THE POOL: FIRE ALARM & SPRINKLERS	Building Improvements	1/1/2018	8,147
001964	THE POOL: A/V	Furn., Fixtures & Equip.-New	1/1/2018	17,446
001965	THE POOL: BAR/RESTAURANT EQUIPMENT	Furn., Fixtures & Equip.-New	1/1/2018	9,405
001966	THE POOL: SURVEILLANCE	Furn., Fixtures & Equip.-New	1/1/2018	10,000
002005	LAUNDRY COMPRESSOR	Furn., Fixtures & Equip.-New	5/1/2018	48,319
002006	LAUNDRY REMODEL	Building Improvements	5/1/2018	29,490
002092	Ipods for housekeeping	IT-Hardware	8/1/2018	11,817
002278	2017 Front Desk-PLANS	Building Improvements	12/1/2018	78,702
002279	2017 Front Desk-DEMOLITION	Building Improvements	12/1/2018	71,981
002280	2017 Front Desk-FRAMING AND DRYWALL	Building Improvements	12/1/2018	98,854
002281	2017 Front Desk-DOORS AND HARDWARE	Building Improvements	12/1/2018	2,100
002282	2017 Front Desk-HVAC	Building Improvements	12/1/2018	4,028
002283	2017 Front Desk-PAINT/PAPER	Building Improvements	12/1/2018	3,448
002284	2017 Front Desk-TILE/FLOORING	Building Improvements	12/1/2018	27,596
002285	2017 Front Desk-ELECTRICAL	Building Improvements	12/1/2018	81,307

Grand Sierra Resort and Casino
For the Period January 1, 2018 to December 31, 2018

<u>Asset ID</u>	<u>Description</u>	<u>Asset Type</u>	<u>Acquisition Date</u>	<u>Book Cost</u>
002286	2017 Front Desk-MILLWORK	Building Improvements	12/1/2018	428,692
002287	2017 Front Desk-FIRE SPRINKLERS	Building Improvements	12/1/2018	900
002288	2017 Front Desk-GRANITE	Building Improvements	12/1/2018	216,282
002289	2017 Front Desk-FF&E	Furn., Fixtures & Equip.-New	12/1/2018	19,724
002290	2017 Front Desk-PROJECT MANAGEMENT	Building Improvements	12/1/2018	179,824
002291	2017 Front Desk-EQUIPMENT RENTAL	Building Improvements	12/1/2018	9,936
002292	2017 Front Desk-SIGNAGE	Furn., Fixtures & Equip.-New	12/1/2018	17,589
002293	2017 Front Desk-FABRIC/PAVING	Furn., Fixtures & Equip.-New	12/1/2018	14,853
002294	2017 Front Desk-LIGHTING	Furn., Fixtures & Equip.-New	12/1/2018	4,624
002295	2017 Front Desk-LABOR	Building Improvements	12/1/2018	66,267
002296	2017 Front Desk-STORAGE	Building Improvements	12/1/2018	346
TOTAL "HOTEL RELATED" CAPITAL EXPENDITURES:				2,694,172
ALLOCATION % BASED ON RESERVE STUDY				33.58%
CAPITAL ALLOCATION TO "HOTEL UNIT"				904,703

Grand Sierra Resort and Casino
For the Period January 1, 2019 to June 30, 2019

<u>Asset ID</u>	<u>Description</u>	<u>Asset Type</u>	<u>Acquisition Date</u>	<u>Book Cost</u>
"COMMON AREA" CAPITAL EXPENDITURES:				
003081	Poster Frames & Stands	Furn., Fixtures & Equip.-New	1/1/2019	10,199
003082	SMS Upgrades	IT-Software	1/1/2019	11,039
003083	HP Blades for PBX Upgrade	IT-Hardware	1/1/2019	5,560
003149	VFD Fan Coils	Furn., Fixtures & Equip.-New	2/1/2019	31,618
002351	Landscaping	Land Improvements	3/1/2019	328,543
002355	Marquee	Land Improvements	3/1/2019	82,576
002356	Lobby Entrance	Building Improvements	3/1/2019	57,164
002357	Boiler Repairs	Building Improvements	4/1/2019	25,069
002358	Roof Repair over MKT	Building Improvements	4/1/2019	100,000
002363	Buffalo Terrastation	IT-Hardware	4/1/2019	7,601
003085	Disaster Recover Equipment	IT-Software	4/1/2019	9,438
002385	Barriers/Stanchion	Furn., Fixtures & Equip.-New	5/1/2019	9,626
002387	Surv. NVR Replacement	Furn., Fixtures & Equip.-New	5/1/2019	245,572
002390	Network Switches and Cables	IT-Hardware	5/1/2019	40,487
002391	Cellular Repeaters	IT-Hardware	5/1/2019	8,012
002392	Security Analysis Device	IT-Hardware	5/1/2019	52,868
003080	Patch Management	IT-Software	5/1/2019	15,143
003084	LMS Upgrades	IT-Software	5/1/2019	79,741
003146	Heated Air Curtain	Building Improvements	5/1/2019	6,907
003165	Porte Cochere Lighting	Building Improvements	5/1/2019	11,301
002411	Boiler 4 repairs, Central Plant	Building Improvements	6/1/2019	48,120
002412	Main UPS Repairs	Building Improvements	6/1/2019	11,038
002419	Camera remodel/replacement	IT-Hardware	6/1/2019	15,389
002420	Surveillance Upgrade	IT-Hardware	6/1/2019	4,058
002963	Casino Wlkwy Chandeliers - FRAMING AND DRYWALL	Building Improvements	6/1/2019	27,923
002964	Casino Wlkwy Chandeliers - ELECTRICAL	Building Improvements	6/1/2019	11,491
002965	Casino Wlkwy Chandeliers - LIGHTING	Furn., Fixtures & Equip.-New	6/1/2019	109,269
002966	Casino Wlkwy Chandeliers - LABOR	Building Improvements	6/1/2019	270,604
003087	Mac/Monitor for Graphic Designer	IT-Hardware	6/1/2019	6,638
003140	Computers for training/rack room	IT-Hardware	6/1/2019	18,957
TOTAL "COMMON AREA" CAPITAL EXPENDITURES:				1,661,950
ALLOCATION % BASED ON RESERVE STUDY				13.79%
CAPITAL ALLOCATION TO "COMMON AREAS"				229,183

"HOTEL RELATED" CAPITAL EXPENDITURES:

<u>Asset ID</u>	<u>Description</u>	<u>Asset Type</u>	<u>Acquisition Date</u>	<u>Book Cost</u>
003172	Bell Desk Door	Building Improvements	1/1/2019	5,522
002335	Remodel of VIP check in	Building Improvements	2/1/2019	69,968
002381	CAP Laundry Cons. Remodel	Building Improvements	5/1/2019	27,213
002384	Laundry Carts	Furn., Fixtures & Equip.-New	5/1/2019	9,491
002388	CAP Laundry Cons. Equipment	Furn., Fixtures & Equip.-New	5/1/2019	476,618
002416	Laundry Carts	Furn., Fixtures & Equip.-New	6/1/2019	3,047
003098	PBX Phone Upgrade	Furn., Fixtures & Equip.-New	6/1/2019	6,290
003121	New Fitness Center Equipment	Furn., Fixtures & Equip.-New	6/1/2019	23,438
TOTAL "HOTEL RELATED" CAPITAL EXPENDITURES:				621,588
ALLOCATION % BASED ON RESERVE STUDY				33.58%
CAPITAL ALLOCATION TO "HOTEL UNIT"				208,729

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EXHIBIT “1”

EXHIBIT “1”

CONDO CAPITAL EXPENSE ANALYSIS January 2020 thru December 31, 2020

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

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

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

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

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

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

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

Asset ID	Description	Asset Type	Acquisition Date	Cost
003559	LOCKER ROOMS GRANITE	Building Improvements	9/1/2020	13,600
003524	Otis Elevator-Replace Escalator Steps	Building Improvements	7/1/2020	35,575
003532	SSI-Thermal Cameras	Furn., Fixtures & Equip.-New	7/1/2020	69,098
003552	Global Industrial Co-Sec Office Furniture	Furn., Fixtures & Equip.-New	8/1/2020	8,165
003616	WALKIE PALLET TRUCK	Furn., Fixtures & Equip.-New	10/1/2020	4,547
003617	GUNS, MAGAZINES, AND HOLSTERS	Furn., Fixtures & Equip.-New	10/1/2020	9,259
003626	LAUNDRY WEIGHT SCALE SYSTEM	Furn., Fixtures & Equip.-New	10/1/2020	4,025
003627	LAUNDRY SLING CARTS	Furn., Fixtures & Equip.-New	10/1/2020	6,442
003637	CAP - SECURITY ARMOR	Furn., Fixtures & Equip.-New	11/1/2020	6,724
003638	CAP - WALK THRU BODY TEMP METAL DETEC	Furn., Fixtures & Equip.-New	11/1/2020	18,424
003650	SURVEILLANCE/PBX HVAC PROJECT	Building Improvements	12/1/2020	6,874
003654	CAP - RE-ROOF AREAS 5 & 7	Building Improvements	12/1/2020	250,000
003656	CAP - PINE TREES FOR ICE RINK	Building Improvements	12/1/2020	38,855
003658	CAP - Plasma Air Purifier	Building Improvements	12/1/2020	448,650
003665	Porte Cochere Panels - TILE/FLOORING	Building Improvements	12/1/2020	35,134
003666	Porte Cochere Panels - ELECTRICAL	Building Improvements	12/1/2020	24,414
003667	Porte Cochere Panels - IRON WORK	Building Improvements	12/1/2020	520
003668	Porte Cochere Panels - LABOR	Building Improvements	12/1/2020	8,238
003672	Lobby Entrance - DOORS AND HARDWARE	Building Improvements	12/1/2020	650
003673	Lobby Entrance - GRANITE	Building Improvements	12/1/2020	2,500
003674	Upper Wlkwy & Ceiling - GLAZING/SKYLIGHTS	Building Improvements	12/1/2020	4,060
003669	Porte Cochere Panels - LIGHTING	Furn., Fixtures & Equip.-New	12/1/2020	4,869
003643	CABLES FOR SURVEILLANCE CAMERA	IT-Hardware	12/1/2020	4,764
003657	CAP - REFURB DELL OPTIPLEX PCS	IT-Hardware	12/1/2020	37,357
003662	CAP - THERMAL CAMERAS/FACE RECON LIC	IT-Hardware	12/1/2020	11,129
003603	CAMERA REPLACEMENT PROJECT	Furn., Fixtures & Equip.-New	10/1/2020	3,383
TOTAL				10,222,168
				13.79%
CAPITAL ALLOCATION TO "COMMON AREAS"				1,409,637

"FF&E" CAPITAL EXPENDITURES:

CAPITAL FOR CONDO UNIT FF&E (@100%)	0
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"HOTEL RELATED" CAPITAL EXPENDITURES:

003347	Acrylic Menu Stands (2500)	Furn., Fixtures & Equip.-New	6/1/2020	34,735
003525	Guest Supply Cubietime Alarm Clocks	Furn., Fixtures & Equip.-New	7/1/2020	52,316
003237	Fitness Equipment	Furn., Fixtures & Equip.-New	1/1/2020	20,113
003225	Front Desk Cubicles	Furn., Fixtures & Equip.-New	3/1/2020	3,757
003270	Pool Additions - FRAMING AND DRYWALL	Building Improvements	4/1/2020	3,089
003271	Pool Additions - ELECTRICAL	Building Improvements	4/1/2020	4,110
003272	Pool Additions - GRANITE	Building Improvements	4/1/2020	1,400
003274	Pool Additions - LABOR	Building Improvements	4/1/2020	43,116
003548	Pool Additions - PAINT/PAPER	Building Improvements	4/1/2020	886
003273	Pool Additions - FF&E	Furn., Fixtures & Equip.-New	4/1/2020	22,891
003651	CLEAR COMFORT SYSTEM INSTALATN	Building Improvements	12/1/2020	19,092
003454	Elevator Lobby - PLANS	Building Improvements	6/1/2020	29,017
003455	Elevator Lobby - ABATEMENT	Building Improvements	6/1/2020	2,156
003456	Elevator Lobby - FRAMING AND DRYWALL	Building Improvements	6/1/2020	159,863
003457	Elevator Lobby - PAINT/PAPER	Building Improvements	6/1/2020	6,726
003458	Elevator Lobby - ELECTRICAL	Building Improvements	6/1/2020	27,044
003459	Elevator Lobby - FIRE SPRINKLERS	Building Improvements	6/1/2020	11,255
003460	Elevator Lobby - PROJECT MANAGEMENT	Building Improvements	6/1/2020	4,351
003545	Elevator Lobby - TILE/FLOORING	Building Improvements	6/1/2020	67,270
003546	Elevator Lobby - MILLWORK	Building Improvements	6/1/2020	1,440
003461	Elevator Lobby - LABOR	Furn., Fixtures & Equip.-New	6/1/2020	7,524
003462	Elevator Lobby - STORAGE	Furn., Fixtures & Equip.-New	6/1/2020	1,825
003555	ELEVATOR LOBBY-Open Receivers	Furn., Fixtures & Equip.-New	8/1/2020	12,607
003580	Elevator Lobby - Carpet	Building Improvements	9/1/2020	14,980
003628	LMS MOBILE CHECK IN/OUT	IT-Software	10/1/2020	13,686
003660	CAP - HOTEL CAMERA COVERAGE	Furn., Fixtures & Equip.-New	12/1/2020	44,843
TOTAL				610,090
				33.58%
CAPITAL ALLOCATION TO "HOTEL UNIT"				204,868

Reserve Study Notes:

Common Area and Hotel Related Components:

The Condominium Unit Owners Association shares the Common Area and Hotel Related Components with the Hotel. The Common Area Components include the Exterior of the Building, Roads and Parking, Utilities and Mechanical Components, Airport Vehicles, Equipment, Entrance Areas, Traffic Areas, Landscaping, Lighting and Electrical, Fire System, Security Monitoring System and Signage. The Hotel Related Components include the Elevators, Escalators, Fitness Center, Hallways, Lobby and Pool Area.

Additional Notes in the "Common Area" Study:

- 1) The Pool Area is considered a Hotel Common Area. Future Renovation has been included in the Study
- 2) The Casino, Restaurants, Stage, Nightclub, Movie Theatre, Banquet Rooms, etc have **not** been included in the Study because they are not provided by the Hotel, any customer may pay to use them.
- 3) The Hotel Front Desk Area Maintenance has been included with the "Hotel Halls and Elevators" Full Study. The Traffic Area in front of the Desk is considered Hotel Common Area.
- 4) "Traffic Areas" around the Casino are considered Hotel Common Area because they are shared with Hotel Guests and Casino Customers.
- 5) Doors 8-Spa, 9-South, 1-Main, and 2-NW Entrances are considered Hotel Common Area. Most surfaces such as the Tile Flooring and Columns, have an estimated useful life of more than 30 years. Painting and Electrical and Lighting have been included in the Study.
- 5) The Hallways and Elevators have been included in a separate study because they are for Hotel Guests only.
- 6) The Pond and Golf Area is **not** included as a Hotel Common Area because it is an amenity that the public must pay for and is not restricted to Hotel Customers Only.
- 7) All Utility, Mechanical and Systems have been included in the Study including Water Pumps, Condensing Pumps, Elevators, Escalators, Power Systems, Cooling Towers, etc.
- 8) The Asphalt Road Maintenance Schedule includes the surface maintenance treatment, overlay, crack seal, concrete curbing repairs and striping and curb painting.
- 9) The Asphalt Roads and Parking are considered Hotel Common Area because they are used by Hotel Guests as well as Casino Guests.

Additional Notes in the "FF&E" Study:

The Units Common Elements/Furniture Fixtures and Equipment include the Bathrooms, Room Remodel, Key Fob Entry System, Lighting and Electrical, Mattress Replacement, Phone System, Television Replacement, Television System, and WiFi System.

Additional Notes in the "Hotel Related Components" Study:

A "Major Component" of the common elements is any component of the common elements, including, without limitation, any amenity, improvement, furnishing, fixture, finish, system or equipment, that may, within 30 years after it's original installation, require repair, replacement or restoration in excess of routine annual maintenance which is included in the annual operating budget of an association.

- 1) The Elevator Modernization has been included in the Study.
- 2) The Fitness Center Components include Flooring replacements, Painting, Equipment Replacement, TV;s and Lighting and Electrical are included in the Study.
- 3) Maintenance of the Stairway area is considered an operational expense and has **not** been included in the Study.
- 4) The Front Desk Area Remodel has been included in the Study because it relates directly to the Hotel. This includes TV Replacements, Remodel, Lighting and Electrical.
- 5) Tile and Marble used at the Entrance Area to the Elevators are "lifetime" products that have as estimated useful life of over 30 years. Replacements have **not** been included in the Study. Other products such as veneer and furnishings have been included in the study as renovation.
- 6) The Hallway Renovation includes Painting, Wallpaper, New Furnishings, New Carpeting, Decorations and Lighting are included in Study.
- 7) Computer Equipment, Desks and Remodel of the Switchboard Room are considered an Operating Expense and have **not** been included in the Study.

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' NRCP 59(E) MOTION TO ALTER OR AMEND ORDER FINDING DEFENDANTS IN CONTEMPT AND FOR STAY OF ORDER FINDING DEFENDANTS' IN CONTEMPT, ENTERED JULY 27, 2023, PENDING REVIEW BY THE NEVADA SUPREME COURT; AND EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME ("Motion to Alter or Amend"),¹ the Court denies the Motion to Alter or Amend.

The order to return misappropriated funds along with interest is not criminal contempt.

¹ The court has also reviewed the Opposition filed September 11, 2023 and the Reply filed on September 15, 2023.

1 The request for stay or to modify the amount to be returned is denied. The entire sum of reserve
2 funds contemptuously removed from the Reserve account totaling \$16,455,101.46 is to be
3 transferred to the Receiver immediately.
4

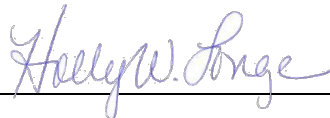
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6 Dated this 6th day October, 2023.

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9 _____
10 Hon. Elizabeth Gonzalez, (Ret.)
11 Sr. District Court Judge
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1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
3 that on the 6th day of October, 2023, I electronically filed the foregoing with the Clerk
4 of the Court system which will send a notice of electronic filing to the following:

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

21
22
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CASE NO. CV12-02222

ALBERT THOMAS et al. vs. MEI-GSR HOLDINGS et al.

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

06/06/2023
HONORABLE
ELIZABETH
GONZALEZ
DEPT. NO.
OJ41
G. Dawson
(Clerk)
N. Hansen
(Reporter)

CONTEMPT TRIAL – Day One

Jarrad C. Miller, Esq., Briana N. Collings, Esq., and Robert L. Eisenberg, Esq. were present in Court on behalf of Plaintiffs, Albert Thomas, et al. who were not present. David C. McElhinney, Esq., and Jordan T. Smith, Esq., were present in Court on behalf of Defendants Mei-GSR Holdings et al. with Defendant, David Reed Brady, Corporate Representative, being present.

9:00 a.m. – Court convened with Court, counsel, and Defendant, David Reed Brady, present.

At the commencement of hearing, Defendants' Exhibits 1 – 38 and Plaintiff's Exhibits 39 – 139 were marked for identification, with Exhibits 1 – 129 being stipulated to by counsel as to their admissibility.

COURT ORDERED: By stipulation of counsel, and without objection; **Exhibits 1 – 129** are **ADMITTED**.

The Court addressed counsel regarding the subsequent trial start time to be at 8:30 a.m. instead of 9:00 a.m.

Counsel Miller, on behalf of Plaintiffs, addressed the Court and had no objection. Counsel McElhinney, on behalf of Defendants, addressed the Court and had no objection.

The Court next addressed Plaintiffs' Motion in Limine and Defendants' Motion in Limine

COURT ORDERED: Defendants' Motion in Limine is hereby DENIED and Plaintiffs' Motion in Limine is hereby GRANTED/DENIED in part in that Gayle Kern may testify but cannot testify beyond the Declaration. Plaintiffs' counsel to prepare the order.

Counsel Miller presented Opening Statement.

Counsel McElhinney, on behalf of the Defendants, presented Opening Statement.

9:58 a.m. – Recess.

10:04 a.m. – Court reconvened with Court, counsel, and Defendant, David Reed Brady, present.

Counsel Smith addressed the Court and further argued in opposition to Plaintiffs' Motion in Limine.

Counsel Miller addressed the Court and argued in support of Plaintiffs' Motion in Limine.

COURT ORDERED: The Court confirmed previous ruling.

Counsel Miller, on behalf of the Plaintiffs, addressed the Court and called **Richard Teichner** who was sworn and direct examined.

Exhibit 140 marked for identification, offered; no objection; **ADMITTED**.

The Court inquired of the witness regarding Exhibit 140 as to when it was prepared. Witness addressed the Court and responded.

12:12 p.m. – Noon recess. Court to reconvene at 1:30 p.m.

1:32 p.m. – Court reconvened with Court and counsel and Defendant, David Reed Brady, present.

Richard Teichner resumed the stand heretofore sworn and further direct examination conducted by Counsel Miller.

Exhibit D-1 marked for identification for demonstrative purposes only; with objection; overruled.

2:32 p.m. – Recess.

2:37 p.m. – Court reconvened with Court, counsel, and Defendant David Reed Brady, present.

Richard Teichner resumed the stand heretofore sworn and further direct examination conducted by Counsel Miller; cross-examination conducted by Counsel McElhinney.

The Court addressed respective counsel off the record.

4:24 p.m. – Court stood in recess.

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

06/07/2023

HONORABLE

ELIZABETH

GONZALEZ

DEPT. NO.

OJ41

G. Dawson

(Clerk)

P. Hoogs

(Reporter)

CONTEMPT TRIAL – Day Two

Jarrad C. Miller, Esq., Briana N. Collings, Esq., and Robert L. Eisenberg, Esq. were present in Court on behalf of Plaintiffs, Albert Thomas, et al. who were not present. David C. McElhinney, Esq., and Jordan T. Smith, Esq., were present in Court on behalf of Defendants Mei-GSR Holdings et al. with Defendant, David Reed Brady, Corporate Representative, being present.

8:58 a.m. – Court convened with Court, counsel, and Defendant, David Reed Brady, present.

Richard Teichner resumed the stand heretofore sworn and re-sworn and further cross-examination conducted by Counsel McElhinney.

The Court addressed respective counsel regarding Plaintiffs' Motion to File Plaintiffs' Fee Agreements Under Seal filed May 1, 2023.

Counsel Smith addressed the Court and denied filing their opposition as they had not received notice of said motion being filed and further, presented oral argument in opposition of said motion.

COURT ORDER: Defendant's counsel to file an opposition to Plaintiffs' Motion to File Plaintiffs' Fee Agreement Under Seal no later than June 12, 2023, and Plaintiff's counsel to file a reply to Defendants' opposition and resubmit the Motion to File Plaintiffs' Fee thereafter.

10:19 a.m. – Recess

10:29 a.m. – Court reconvened with Court, counsel, and Defendant, David Reed Brady, present.

Counsel Smith informed the Court that Plaintiffs' motion was filed under seal, and he was unable to review it.

Counsel Collings addressed and informed the Court that a redacted copy of said motion will be provided to Defendants' counsel via email and further stated that the Request for Submission of Motion had the redacted motion and exhibits as an attachment.

Richard Teichner resumed the stand heretofore sworn and further cross-examination conducted by Counsel McElhinney.

11:15 a.m. – Recess

11:22 a.m. – Court reconvened with Court, counsel and Defendant, David Reed Brady, present.

Richard Teichner resumed the stand heretofore sworn and re-direct examination conducted by Counsel Miller; re-cross examination conducted by Counsel McElhinney; witness excused.

Exhibit 141 marked for identification, offered; no objection; **ADMITTED.**

11:59 a.m. – Recess

1:15 p.m. – Court reconvened with Court, counsel and Defendant, David Reed Brady, present.

Counsel Miller addressed the Court and had no other witnesses to call and rested the Plaintiffs' case.

Counsel Smith addressed the Court and presented argument in support of the Motion to Dismiss pursuant to NRCP 50 and NRCP 52.

Counsel McElhinney addressed the Court and further presented argument in support of the Motion to Dismiss pursuant to NRCP 50 and NRCP 52.

The Court addressed and inquired of counsel McElhinney who in turn responded.

Counsel Miller addressed the Court and presented argument opposing the dismissal of Plaintiffs' claims.

Counsel Smith responded and further presented argument in support of the oral Motion to Dismiss.

The Court inquired of Counsel Smith who in turn responded.

Counsel McElhinney responded to the Court's inquiry and further presented argument in support of the Motion to Dismiss.

COURT ORDERED: Motion to Dismiss is **DENIED.**

Counsel McElhinney addressed the Court and called **David Reed Brady**, who was sworn and direct examined.

1:50 p.m. – Recess

2:28 p.m. – Court reconvened with Court, counsel and Defendant, David Reed Brady.

Counsel Miller addressed and informed the Court that the respective parties are in negotiations and are requesting a recess until tomorrow morning.

The Court granted the request.

2:29 p.m. – Court stood in recess.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

06/08/2023
HONORABLE
ELIZABETH
GONZALEZ
DEPT. NO.
OJ41
G. Dawson
L. Scurlock
(Clerks)
T. Delpino
(Reporter)

CONTEMPT TRIAL – Day Three

Jarrad C. Miller, Esq., Briana N. Collings, Esq., and Robert L. Eisenberg, Esq. were present in Court on behalf of Plaintiffs, Albert Thomas, et al. who were not present. David C. McElhinney, Esq., and Jordan T. Smith, Esq., were present in Court on behalf of Defendants Mei-GSR Holdings et al. with Defendant, David Reed Brady, Corporate Representative, being present.

8:30 a.m. – Court convened with Court and counsel and Defendant, David Reed Brady. David Reed Brady resumed the stand heretofore sworn and re-sworn and further direct examination conducted by Counsel McElhinney.

The Court inquired of the witness who in turn responded.

Counsel McElhinney, on behalf of Defendants, continued with direct examination of Witness Brady.

10:01 a.m. – Recess.

10:14 a.m. – Court reconvened with Court and counsel and Defendant, David Reed Brady, present.

David Reed Brady resumed the stand heretofore sworn and further direct examination conducted by Counsel McElhinney.

The Court further inquired of the witness who in turn responded.

Exhibit 142 marked; offered; no objection; **ADMITTED.**

11:36 a.m. – Recess. Court to reconvene at 1:00 p.m.

1:00 p.m. – Court reconvened with Court and counsel and Defendant, David Reed Brady, present.

David Reed Brady resumed the stand heretofore sworn and further direct examination conducted by Counsel McElhinney; cross-examination conducted by Counsel Miller.

The Court addressed respective counsel and clarified the Attorney-Client privilege as to the instant case, which has been waived, but not by direct questioning by counsel to the witness.

Counsel Miller continued with cross-examination of witness David Reed Brady.

Exhibit 143 marked; offered; objection sustained.

Exhibit 144 marked; offered; no objection; **ADMITTED.**

3:11 p.m. – Recess.

3:13 p.m. – Court reconvened with Court and counsel and Defendant, David Reed Brady, present.

Counsel McElhinney made an offer of proof as to Gayle Kern's testimony as she was present in Court to testify today.

Counsel Miller presented argument in opposition of allowing Gayle Kern's testimony to be outside the scope of her Declaration.

Counsel McElhinney further presented argument in support of Gayle Kern's testimony.

COURT ORDERED: Previous order stands. Gayle Kern's testimony will be limited to what has already been disclosed.

David Reed Brady resumed the stand heretofore sworn and further cross-examination conducted by Counsel Miller.

Exhibit 145 marked; offered; no objection; **ADMITTED.**

Exhibit 146 marked; offered; no objection; **ADMITTED.**

Exhibit 138 offered; with objection; sustained.

4:43 p.m. – Recess.

4:48 p.m. – Court reconvened with Court and counsel and Defendant, David Reed Brady, present.

David Reed Brady resumed the stand heretofore sworn and examined by the Court.

David Reed Brady was released for the evening, to return to Court at 8:00 a.m. on June 9, 2023.

The Court addressed respective counsel that they will need to meet and confer by tomorrow, within their respective teams, if the receivership expense, including attending and participating in this proceeding, falls within the scope of NRS 22.010(3).

The remaining trial schedule was discussed.

5:02 p.m. – The Court stood in recess.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

06/09/2023
HONORABLE
ELIZABETH
GONZALEZ
DEPT. NO.
OJ41
G. Dawson
(Clerk)
C. Wolden
(Reporter)

CONTEMPT TRIAL – Day Four

Jarrad C. Miller, Esq., Briana N. Collings, Esq., and Robert L. Eisenberg, Esq. were present in Court on behalf of Plaintiffs, Albert Thomas, et al. who were not present. David C. McElhinney, Esq., and Jordan T. Smith, Esq., were present in Court on behalf of Defendants Mei-GSR Holdings et al. with Defendant, David Reed Brady, Corporate Representative, being present.

8:52 a.m. – Court convened with Court, counsel, and Defendant, David Reed Brady, present.

The Court addressed respective counsel confirming Plaintiffs' counsel will prepare the orders regarding the parties' respective Motions in Limine previously ruled on June 6, 2023, and provide them to Defendants' counsel for review and submit them to the Court. David Reed Brady resumed the stand heretofore sworn and re-sworn and further cross-examination conducted by Counsel Miller.

Counsel McElhinney, counsel for the Defendants, addressed and informed the Court he had opened the encrypted email sent by the receiver's counsel, Stefanie Sharp, and wired the amount of \$274,679.44 to the receiver.

Exhibit 143 marked on June 8, 2023; offered; no objection; **ADMITTED.**

Defendant, David Reed Brady, responded to the Court's inquiry and confirmed the wired amount of \$274,679.44 but denied completing the spreadsheets/statements.

COURT ORDERED: Defendant, David Reed Brady, is to prepare the spreadsheet/statements which allocates the amount of \$274,679.44 and will provide copies to the receiver, Richard Teichner, and Counsel McElhinney. Counsel McElhinney will provide said copies of the spreadsheet/statements to Plaintiffs' counsel.

Counsel Miller addressed the Court and made an oral motion to have the Court order the wired funds be released to the Plaintiffs.

The Court informed counsel that the Receiver can only release the funds to the Plaintiffs and therefore, the Court is not able to release the wired funds.

Counsel Miller moved to mark and admit the Deposition Transcript of Alex Meruelo.

The Court addressed Counsel Miller stating that he may read from the deposition transcript only.

Counsel Smith addressed the Court and argued in opposition to Counsel Miller's introduction of the Deposition Transcript of Alex Meruelo.

Counsel Miller responded to the Court's inquiry of not having the certified Deposition Transcript of Alex Meruelo.

COURT FURTHER ORDERED: Plaintiffs' oral motion to introduce the Deposition Transcript of Alex Meruelo is denied.

Exhibit 147 marked, offered; no objection; **ADMITTED.**

Counsel Miller, on behalf of Plaintiffs, continued with cross-examination of David Reed Brady.

Exhibit 148 marked, offered; no objection; **ADMITTED.**

Counsel Miller requested a brief recess.

9:42 a.m. – Recess

9:50 a.m. – Court reconvened with Court, counsel and Defendant, David Reed Brady, present.

David Reed Brady resumed the stand heretofore sworn and further cross-examination conducted by Counsel Miller.

Counsel Smith addressed the Court and objected to Counsel Miller's questioning the witness as to what was said between witness and counsel during the break which is protected by attorney/client privilege and further informed the Court the break was requested by Plaintiffs' counsel.

Counsel Miller argued in support of his questioning of the witness in that if a witness was in discussion with counsel during a break during trial or a deposition, opposing counsel may inquire of what was said.

Respective counsel presented further arguments.

COURT ORDERED: Counsel Smith's objection is sustained.

David Reed Brady was further cross-examined by Counsel Miller; redirect conducted by Counsel McElhinney

10:35 a.m. – Recess.

10:46 a.m. – Court reconvened with Court, counsel and Defendant, David Reed Brady, present.

David Reed Brady resumed the stand heretofore sworn and redirect conducted by Counsel McElhinney.

Counsel McElhinney, on behalf of the Defendants, requested a brief recess to address the Court's inquiry.

10:54 a.m. – Recess

10:56 a.m. – Court reconvened with Court, counsel and Defendant, David Reed Brady, present.

Counsel McElhinney responded to the Court's inquiry.

David Reed Brady resumed the stand heretofore sworn redirect was conducted by Counsel McElhinney; re-cross examination was conducted by Counsel Miller; witness excused.

Counsel Smith addressed the Court and further responded to the Court's previous inquiry.

Counsel McElhinney rested the Defendants' case.

Counsel Miller made an offer of proof as to the request to admit the Deposition Transcript of Alex Meruelo.

Counsel McElhinney argued in opposition to the request to admit the Deposition Transcript of Alex Meruelo and further, will not stipulate to admitting the copy of the deposition transcript.

Counsel Miller requested a brief recess to locate the certified Deposition Transcript of Alex Meruelo.

11:11 a.m. – Recess.

11:14 a.m. – Court reconvened with Court, counsel and Defendant, David Reed Brady, present.

Respective counsel presented further argument regarding admitting the Deposition Transcript of Alex Meruelo.

Counsel Miller withdrew the request.

Counsel Miller conducted closing argument.

12:18 p.m. – Recess

1:12 p.m. – Court reconvened with Court, counsel and Defendant, David Reed Brady, present.

Counsel Collings conducted closing argument.

Counsel McElhinney conducted closing argument.

Exhibit D2 marked for identification for demonstrative purposes only and to be used for closing argument; no objection.

Counsel Smith conducted further closing arguments.

Counsel Miller, on behalf of Plaintiffs, conducted final argument.

Respective Counsel were thanked by the Court for their courtesy and professionalism.

COURT ORDERED: Finding in favor of Plaintiffs with the Court reciting the ruling into the record; Plaintiffs' counsel to prepare and submit the written order.

3:13 p.m. – Court stood in recess.

Hearing Exhibits

PLTF: **ALBERT THOMAS et al.**

PATY: **Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: **MEI-GSR HOLDINGS et al.**

DATY: **David McElhinney, Esq, Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: **CV12-02222**

Dept. No: **OJ41**

Clerk: **G. Dawson**

Date: **June 6, 2023**

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Defendants	7th Amendment to CC&Rs (Recorded)	06/06/2023	Stipulated	06/06/2023
2	Defendants	2007 Unit Rental Agreement	06/06/2023	Stipulated	06/06/2023
3	Defendants	Unit Maintenance Agreement	06/06/2023	Stipulated	06/06/2023
4	Defendants	Second Amended Complaint	06/06/2023	Stipulated	06/06/2023
5	Defendants	Plaintiffs' Motion for Appointment of Receiver	06/06/2023	Stipulated	06/06/2023
6	Defendants	Order Appointing Receiver and Directing Defendants' Compliance	06/06/2023	Stipulated	06/06/2023
7	Defendants	Findings of Fact, Conclusions of Law and Judgment	06/06/2023	Stipulated	06/06/2023
8	Defendants	Receiver's Determination of Fees and Reserves	06/06/2023	Stipulated	06/06/2023
9	Defendants	Hearing Transcript (pg. 535-536)	06/06/2023	Stipulated	06/06/2023
10	Defendants	Order Granting Motion for Clarification	06/06/2023	Stipulated	06/06/2023
11	Defendants	Plaintiffs' Motion for Instructions to Receiver to Take Over Control of Rents, Dues Revenues, and Bank Accounts	06/06/2023	Stipulated	06/06/2023
12	Defendants	Plaintiffs' Reply in Support of Motion for Instructions to Receiver to Take Over Control of Rents, Dues, Revenues and Bank Accounts	06/06/2023	Stipulated	06/06/2023
13	Defendants	Partial Transcript of Status Conference	06/06/2023	Stipulated	06/06/2023
14	Defendants	Court Minutes	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: ALBERT THOMAS et al.

**PATY: Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: MEI-GSR HOLDINGS et al.

**DATY: David McElhinney, Esq, Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: CV12-02222

Dept. No: OJ41

Clerk: G. Dawson

Date: June 6, 2023

Exhibit No.	Party	Description	Marked	Offered	Admitted
15	Defendants	Defendants' Objection to Receiver's Analysis and Calculation of DUF, SFUE and for Court to Set Effective Date for New Fees	06/06/2023	Stipulated	06/06/2023
16	Defendants	Findings of Fact, Conclusions of Law and Order	06/06/2023	Stipulated	06/06/2023
17	Defendants	Defendants Supplemental Objection to Receiver's Analysis and Calculation of DUF, SFUE	06/06/2023	Stipulated	06/06/2023
18	Defendants	Defendants' Opposition to Plaintiffs' Motion for Instructions to Receiver	06/06/2023	Stipulated	06/06/2023
19	Defendants	Receiver's Motion for Orders & Instructions	06/06/2023	Stipulated	06/06/2023
20	Defendants	Plaintiffs' Joinder to Receiver's Motion for Orders & Instructions	06/06/2023	Stipulated	06/06/2023
21	Defendants	Defendants' Opposition to Receiver's Motion for Orders & Instructions	06/06/2023	Stipulated	06/06/2023
22	Defendants	Defendants' Opposition to Plaintiffs' Emergency Motion to Stay Improper Initiation of Foreclosure on Plaintiffs' Units and Expedite Necessary Rulings	06/06/2023	Stipulated	06/06/2023
23	Defendants	Order Granting Plaintiffs' Motion for Instructions to Receiver	06/06/2023	Stipulated	06/06/2023
24	Defendants	Order Directing Receiver to Prepare Report on Defendants' Request for Reimbursement of 2020 Capital Expenditures	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: **ALBERT THOMAS et al.**

PATY: **Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: **MEI-GSR HOLDINGS et al.**

DATY: **David McElhinney, Esq, Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: **CV12-02222**

Dept. No: **OJ41**

Clerk: **G. Dawson**

Date: **June 6, 2023**

Exhibit No.	Party	Description	Marked	Offered	Admitted
25	Defendants	Order Granting Receiver's Motion for Orders & Instructions	06/06/2023	Stipulated	06/06/2023
26	Defendants	Order Approving Receiver's Request to Approve Updated Fees	06/06/2023	Stipulated	06/06/2023
27	Defendants	Order Granting Plaintiffs' Motion to Stay Special Assessment	06/06/2023	Stipulated	06/06/2023
28	Defendants	Defendants' Surrebuttal to Plaintiffs' May 24, 2022 Rebuttal Oral Argument Regarding Plaintiffs' Motion for Order to Show Cause Regarding Contempt, filed May 27, 2022	06/06/2023	Stipulated	06/06/2023
29	Defendants	Receiver's Letter Dated 11/14/2022 to Senior Judge Gonzalez	06/06/2023	Stipulated	06/06/2023
30	Defendants	Email from Jarrad Miller to Stefanie Sharp, Abran Vigil and David McElhinney	06/06/2023	Stipulated	06/06/2023
31	Defendants	Receiver's Motion for Orders & Instructions	06/06/2023	Stipulated	06/06/2023
32	Defendants	Receiver's Omnibus Reply to the Parties Oppositions to the Receiver's Motion for Orders & Instructions	06/06/2023	Stipulated	06/06/2023
33	Defendants	Defendants' Motion to Compel Receiver to Prepare Report on Defendants' Request for Reimbursement of Capital Expenditures	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: **ALBERT THOMAS et al.**

PATY: **Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: **MEI-GSR HOLDINGS et al.**

DATY: **David McElhinney, Esq., Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: **CV12-02222**

Dept. No: **OJ41**

Clerk: **G. Dawson**

Date: **June 6, 2023**

Exhibit No.	Party	Description	Marked	Offered	Admitted
34	Defendants	Court's Supplemental Order – Addressing Receiver's duties	06/06/2023	Stipulated	06/06/2023
35	Defendants	Transcript of Proceedings – Order to Show Cause	06/06/2023	Stipulated	06/06/2023
36	Defendants	GSR Purchase and Sale Agreement	06/06/2023	Stipulated	06/06/2023
37	Defendants	Email exchange amongst Jarrad Miller, Stefanie Sharp, David McElhinney and Richard Teichner	06/06/2023	Stipulated	06/06/2023
38	Defendants	Receiver's email to the Court	06/06/2023	Stipulated	06/06/2023
39	Plaintiffs	Email from Sean Clarke to Benjamin Vega	06/06/2023	Stipulated	06/06/2023
40	Plaintiffs	Email from Ann Hall to Sean Clarke	06/06/2023	Stipulated	06/06/2023
41	Plaintiffs	Transcript of Proceedings, Hearing on Motions	06/06/2023	Stipulated	06/06/2023
42	Plaintiffs	Email from Stefanie Sharp to David McElhinney & Hon. Nancy Saitta (Ret.)	06/06/2023	Stipulated	06/06/2023
43	Plaintiffs	GSR – Shared Facilities Use – Full Study	06/06/2023	Stipulated	06/06/2023
44	Plaintiffs	Letter from GSR re: Notice of Special Reserve Assessment	06/06/2023	Stipulated	06/06/2023
45	Plaintiffs	Email from Ann Hall to David McElhinney	06/06/2023	Stipulated	06/06/2023
46	Plaintiffs	Email from Stefanie Sharp to Hon. Nancy Saitta (Ret.)	06/06/2023	Stipulated	06/06/2023
47	Plaintiffs	Email from Ann Hall to David McElhinney	06/06/2023	Stipulated	06/06/2023
48	Plaintiffs	Declaration of Jarrad C. Miller, Esq. in Support of Plaintiffs' Motion for Order to Show Cause	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: ALBERT THOMAS et al.

**PATY: Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: MEI-GSR HOLDINGS et al.

**DATY: David McElhinney, Esq, Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: CV12-02222

Dept. No: OJ41

Clerk: G. Dawson

Date: June 6, 2023

Exhibit No.	Party	Description	Marked	Offered	Admitted
49	Plaintiffs	Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Hotel-Condominium at GSR	06/06/2023	Stipulated	06/06/2023
50	Plaintiffs	Email from Stefanie Sharp to Jarrad Miller	06/06/2023	Stipulated	06/06/2023
51	Plaintiffs	Email from Stefanie Sharp to Jarrad Miller & David McElhinney	06/06/2023	Stipulated	06/06/2023
52	Plaintiffs	Email from Stefanie Sharp to Ann Hall	06/06/2023	Stipulated	06/06/2023
53	Plaintiffs	Email from Stefanie Sharp to Ann Hall	06/06/2023	Stipulated	06/06/2023
54	Plaintiffs	GSR Unit Rental Agreement	06/06/2023	Stipulated	06/06/2023
55	Plaintiffs	Email from Jarrad Miller to Stefanie Sharp and David McElhinney re: Receivership Account is Open	06/06/2023	Stipulated	06/06/2023
56	Plaintiffs	Email from Stefanie Sharp to Jarrad Miller and David McElhinney re: Rent collections not deposited into account	06/06/2023	Stipulated	06/06/2023
57	Plaintiffs	Declaration of Briana N. Collings, Esq.	06/06/2023	Stipulated	06/06/2023
58	Plaintiffs	Owner Account Statement for Unit No. 1769	06/06/2023	Stipulated	06/06/2023
59	Plaintiffs	Owner Account Statement for Unit No. 1769	06/06/2023	Stipulated	06/06/2023
60	Plaintiffs	Email from Stefanie Sharp to Jarrad Miller	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: ALBERT THOMAS et al.

**PATY: Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: MEI-GSR HOLDINGS et al.

**DATY: David McElhinney, Esq., Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: CV12-02222

Dept. No: OJ41

Clerk: G. Dawson

Date: June 6, 2023

Exhibit No.	Party	Description	Marked	Offered	Admitted
61	Plaintiffs	Declaration of Jarrad C. Miller, Esq. in Support of Plaintiffs' Motion for Order to Show Cause	06/06/2023	Stipulated	06/06/2023
62	Plaintiffs	Email from Jarrad Miller to David McElhinney	06/06/2023	Stipulated	06/06/2023
63	Plaintiffs	Re-Recorded Doc #5231643, Ninth Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Hotel-Condominiums at GSR	06/06/2023	Stipulated	06/06/2023
64	Plaintiffs	Receiver's Letter to the Court, Grand Sierra Resort Unit Owners' Association in Receivership	06/06/2023	Stipulated	06/06/2023
65	Plaintiffs	Receiver's Motion for Orders and Instructions	06/06/2023	Stipulated	06/06/2023
66	Plaintiffs	Owner Account Statement for Unit No. 1886	06/06/2023	Stipulated	06/06/2023
67	Plaintiffs	Email from Jarrad Miller to Stefanie Sharp	06/06/2023	Stipulated	06/06/2023
68	Plaintiffs	Email from Stefanie Sharp to Jarrad Miller	06/06/2023	Stipulated	06/06/2023
69	Plaintiffs	Email from David McElhinney to Jarrad Miller	06/06/2023	Stipulated	06/06/2023
70	Plaintiffs	Associa Notice	06/06/2023	Stipulated	06/06/2023
71	Plaintiffs	Affidavit of Jarrad C. Miller, Esq. in Support of Plaintiffs' Motion for Order to Show Cause	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: ALBERT THOMAS et al.

**PATY: Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: MEI-GSR HOLDINGS et al.

**DATY: David McElhinney, Esq, Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: CV12-02222

Dept. No: OJ41

Clerk: G. Dawson

Date: June 6, 2023

Exhibit No.	Party	Description	Marked	Offered	Admitted
72	Plaintiffs	Declaration of Kent Vaughan in Support of Opposition to Plaintiffs Motion for Order to Show Cause	06/06/2023	Stipulated	06/06/2023
73	Plaintiffs	Order Granting Plaintiffs' Motion for Case Terminating Sanctions	06/06/2023	Stipulated	06/06/2023
74	Plaintiffs	Plaintiffs' Motion for Case-Terminating Sanctions	06/06/2023	Stipulated	06/06/2023
75	Plaintiffs	Plaintiffs' 1099s	06/06/2023	Stipulated	06/06/2023
76	Plaintiffs	Email from Stefanie Sharp to Jarrad Miller	06/06/2023	Stipulated	06/06/2023
77	Plaintiffs	Owner Account Statement for Unit No. 1886	06/06/2023	Stipulated	06/06/2023
78	Plaintiffs	Receiver's Report Grand Sierra Resort Unit Owners' Association in Receivership for the Period from March 1, 2022 to March 31, 2022	06/06/2023	Stipulated	06/06/2023
79	Plaintiffs	Declaration of Jarrad C. Miller, Esq. in Support of Plaintiffs' Motion for Order to Show Cause	06/06/2023	Stipulated	06/06/2023
80	Plaintiffs	Transcript of Proceedings, Order to Show Cause	06/06/2023	Stipulated	06/06/2023
81	Plaintiffs	Grand Sierra Resort Unit Rental Agreement	06/06/2023	Stipulated	06/06/2023
82	Plaintiffs	Owner Account Statement for Unit No. 1762	06/06/2023	Stipulated	06/06/2023
83	Plaintiffs	Owner Account Statement for Unit No. 1762	06/06/2023	Stipulated	06/06/2023
84	Plaintiffs	Email from Jarrad Miller to Stefanie Sharp	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: **ALBERT THOMAS et al.**

PATY: **Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: **MEI-GSR HOLDINGS et al.**

DATY: **David McElhinney, Esq., Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: **CV12-02222**

Dept. No: **OJ41**

Clerk: **G. Dawson**

Date: **June 6, 2023**

Exhibit No.	Party	Description	Marked	Offered	Admitted
85	Plaintiffs	Declaration of Jarrad C. Miller, Esq. in Support of Plaintiffs' Motion for Order to Show Cause	06/06/2023	Stipulated	06/06/2023
86	Plaintiffs	Email from Reed Brady to Abran Vigil	06/06/2023	Stipulated	06/06/2023
87	Plaintiffs	Owner Account Statement for Unit No. 1886	06/06/2023	Stipulated	06/06/2023
88	Plaintiffs	Owner Account Statement for Unit No. 1886	06/06/2023	Stipulated	06/06/2023
89	Plaintiffs	Owner Account Statement for Unit No. 1886	06/06/2023	Stipulated	06/06/2023
90	Plaintiffs	GSR – Shared Facilities Use Annual Review	06/06/2023	Stipulated	06/06/2023
91	Plaintiffs	Email from Stefanie Sharp to Jarrad Miller	06/06/2023	Stipulated	06/06/2023
92	Plaintiffs	Email from Jarrad Miller to David McElhinney	06/06/2023	Stipulated	06/06/2023
93	Plaintiffs	Declaration of Jarrad C. Miller, Esq.	06/06/2023	Stipulated	06/06/2023
94	Plaintiffs	Email from Ann Hall to David McElhinney	06/06/2023	Stipulated	06/06/2023
95	Plaintiffs	Total of balances in the three reserve bank accounts	06/06/2023	Stipulated	06/06/2023
96	Plaintiffs	Total of balances in the three reserve bank accounts	06/06/2023	Stipulated	06/06/2023
97	Plaintiffs	Email from Robyn Smithson to Jarrad Miller	06/06/2023	Stipulated	06/06/2023
98	Plaintiffs	Email from Richard Teichner to Stefanie Sharp	06/06/2023	Stipulated	06/06/2023
99	Plaintiffs	FF&E Reserve Account	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: ALBERT THOMAS et al.

**PATY: Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: MEI-GSR HOLDINGS et al.

**DATY: David McElhinney, Esq, Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: CV12-02222

Dept. No: OJ41

Clerk: G. Dawson

Date: June 6, 2023

Exhibit No.	Party	Description	Marked	Offered	Admitted
100	Plaintiffs	Declaration of Reed Brady in Support of Defendants' Opposition to Plaintiffs' Motion for Order to Show Cause; Ex. 1 thereto: Email from Richard Teichner to Reed Brady, dated October 7, 2022	06/06/2023	Stipulated	06/06/2023
101	Plaintiffs	Condo Transition Plan	06/06/2023	Stipulated	06/06/2023
102	Plaintiffs	Email from David McElhinney to Stefanie Sharp re: Renting of Units	06/06/2023	Stipulated	06/06/2023
103	Plaintiffs	Owner Account Statements for Various Unit Nos.	06/06/2023	Stipulated	06/06/2023
104	Plaintiffs	Email from Jarrad Miller to David McElhinney and Stefanie Sharp re: GSR meet and confer re MOSC re units not being rented	06/06/2023	Stipulated	06/06/2023
105	Plaintiffs	Declaration of Jarrad C. Miller, Esq.	06/06/2023	Stipulated	06/06/2023
106	Plaintiffs	Grand Sierra Resort Unit Rental Agreement	06/06/2023	Stipulated	06/06/2023
107	Plaintiffs	Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and Declaration of Covenants, Conditions, Restrictions and Reservation of Easements	06/06/2023	Stipulated	06/06/2023
108	Plaintiffs	Email from David McElhinney to Stefanie Sharp and Jarrad Miller re: GSR meet and confer re MOSC re units not being rented	06/06/2023	Stipulated	06/06/2023
109	Plaintiffs	Affidavit of Ann O. Hall	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: ALBERT THOMAS et al.

**PATY: Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: MEI-GSR HOLDINGS et al.

**DATY: David McElhinney, Esq, Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: CV12-02222

Dept. No: OJ41

Clerk: G. Dawson

Date: June 6, 2023

Exhibit No.	Party	Description	Marked	Offered	Admitted
110	Plaintiffs	Email from Jarrad Miller to David McElhinney re: Meet and Confer re your discovery demand	06/06/2023	Stipulated	06/06/2023
111	Plaintiffs	Email from Jarrad Miller to Stefanie Sharp re: GSR what units are owned by the Association	06/06/2023	Stipulated	06/06/2023
112	Plaintiffs	Supreme Court – Order to Show Cause and Granting Temporary Stay	06/06/2023	Stipulated	06/06/2023
113	Plaintiffs	Declaration of Jarrad C. Miller, Esq.	06/06/2023	Stipulated	06/06/2023
114	Plaintiffs	Order Granting Plaintiffs' Motion for Case-Terminating Sanctions	06/06/2023	Stipulated	06/06/2023
115	Plaintiffs	Order Appointing Receiver and Directing Defendants' Compliance	06/06/2023	Stipulated	06/06/2023
116	Plaintiffs	Findings of Fact, Conclusions of Law and Judgment	06/06/2023	Stipulated	06/06/2023
117	Plaintiffs	Order – Addressing Receiver's Duties	06/06/2023	Stipulated	06/06/2023
118	Plaintiffs	Order Affirming Master's Recommendation	06/06/2023	Stipulated	06/06/2023
119	Plaintiffs	Order Granting Motion for Clarification	06/06/2023	Stipulated	06/06/2023
120	Plaintiffs	Order Granting Plaintiffs' Motion to Stay Special Assessment	06/06/2023	Stipulated	06/06/2023
121	Plaintiffs	Order Granting Plaintiffs' Motion for Instructions to Receiver	06/06/2023	Stipulated	06/06/2023

Hearing Exhibits

PLTF: **ALBERT THOMAS et al.**

PATY: **Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: **MEI-GSR HOLDINGS et al.**

DATY: **David McElhinney, Esq, Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: **CV12-02222** Dept. No: **OJ41** Clerk: **G. Dawson** Date: **June 6, 2023**

Exhibit No.	Party	Description	Marked	Offered	Admitted
122	Plaintiffs	Order Granting Receiver's Motion for Orders & Instructions	06/06/2023	Stipulated	06/06/2023
123	Plaintiffs	Order Directing Receiver to Prepare Report on Defendants' Request for Reimbursement of 2020 Capital Expenditures	06/06/2023	Stipulated	06/06/2023
124	Plaintiffs	Order Approving Receiver's Request to Approve Updated Fees	06/06/2023	Stipulated	06/06/2023
125	Plaintiffs	Minute Order of February 4, 2022 Hearing	06/06/2023	Stipulated	06/06/2023
126	Plaintiffs	Order – Re: 7 Motions for Leave	06/06/2023	Stipulated	06/06/2023
127	Plaintiffs	Minute Order – Re: 2020 Capital Expenditures	06/06/2023	Stipulated	06/06/2023
128	Plaintiffs	Order – Re: Continued unit rental	06/06/2023	Stipulated	06/06/2023
129	Plaintiffs	Order – Denying Defendants' Motion to Modify Receivership	06/06/2023	Stipulated	06/06/2023
130	Plaintiffs	Defendants' Reply in Support of Motion for Instructions to Receiver Regarding Reimbursement of Capital Expenditures	06/06/2023	--	--
131	Plaintiffs	Order Granting Motion for Instructions to Receiver	06/06/2023	--	--
132	Plaintiffs	Response to the Order Directing Receiver to Prepare a Report on Defendants' Request for Reimbursement of 2020 Capital Expenditures	06/06/2023	--	--

Hearing Exhibits

PLTF: **ALBERT THOMAS et al.**

PATY: **Jarrad Miller, Esq., Briana Collings, Esq.,
Robert Eisenberg, Esq.**

DEFT: **MEI-GSR HOLDINGS et al.**

DATY: **David McElhinney, Esq, Jordan Smith, Esq.,
Abran Vigil, Esq.**

Case No: **CV12-02222**

Dept. No: **OJ41**

Clerk: **G. Dawson**

Date: **June 6, 2023**

Exhibit No.	Party	Description	Marked	Offered	Admitted
133	Plaintiffs	Email chain between Cynthia Foncannon and Arron Harwig re: Reserve Transfer UPDATE	06/06/2023	--	--
134	Plaintiffs	Receivers' Report Grand Sierra Resort Unit Owners' Association in Receivership for the Period from March 5 through March 31, 2019	06/06/2023	--	--
135	Plaintiffs	Email from Stefanie Sharp to David McElhinney re: GSR Receivership	06/06/2023	--	--
136	Plaintiffs	Letter from James S. Proctor at Meridian Advantage re: Receiver appointed for the Grand Sierra Resort Unit Owners' Association	06/06/2023	--	--
137	Plaintiffs	Email from Benjamin Vega to Luis Armona and Bobby Ouellette re: Capital Expenditures 2011-2015	06/06/2023	--	--
138	Plaintiffs	Nevada Secretary of State Business Search information for Defendants	06/06/2023	Objection; Sustained	--
139	Plaintiffs	Statements for Unit 1762	06/06/2023	--	--
140	Plaintiffs	Receiver Analysis and Calculation of Daily Use Fee, Shared Facilities Unit Expense Fee and Hotel Expense Fee with request to Approve Updated Fees and for Court to Set effective Dated for New Fees	06/06/2023	No objection	06/06/2023
141	Plaintiffs	Receiver's Second Status Report	06/07/2023	No objection	06/07/2023

Hearing Exhibits

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Robert Eisenberg, Esq.**

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Abran Vigil, Esq.**

Case No: **CV12-02222**

Dept. No: **OJ41**

Clerk: **G. Dawson**

Date: **June 6, 2023**

Exhibit No.	Party	Description	Marked	Offered	Admitted
142	Defendants	Notice of Posting Supersedeas Bond	06/08/2023	No objection	06/08/2023
143	Plaintiffs	Email from Stefanie Sharp to David McElhinney & Jarrad Miller	06/08/2023	No objection	06/09/2023
144	Plaintiffs	Order Regarding Clarification	06/08/2023	No objection	06/08/2023
145	Plaintiffs	Status Conference Minutes	06/08/2023	No objection	06/08/2023
146	Plaintiffs	Defendants' Motion for Leave to File Motion for Reconsideration of Order Granting Plaintiffs' Motion for Instructions to Receiver	06/08/2023	No objection	06/08/2023
147	Plaintiffs	MEI-GSR Holdings LLC Business Entity Information	06/09/2023	No objection	06/09/2023
148	Plaintiffs	Order Granting Motion for Instructions to Receiver	06/09/2023	No objection	06/09/2023
D-1	Plaintiffs	Excerpts from Orders filed January 4, 2022	06/06/2023	--	--
D-2	Defendants	Power Point Presentation	06/09/2023	--	--

CODE: 2490
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Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

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

Defendants.

AMENDED ORDER

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents
and being fully informed rules on MOTION TO CERTIFY AMENDED FINAL JUDGMENT

1 AS FINAL PURSUANT TO NRCP 54(b) (“Motion to Certify”)¹. In an abundance of caution,
2 the Motion to Certify is granted. This Court expressly determines that there is no just reason for
3 delay. Accordingly, the Court expressly directs entry of final judgment pursuant to NRCP 54(b).

4 While it is clear that the claim for a Receiver has previously been adjudicated through the
5 Order Appointing Receiver and Directing Defendants’ Compliance filed January 7, 2015
6 (“Appointment Order”), the oversight of the Receivership and the Receivership Estate is a
7 continuing judicial responsibility. The Court has repeatedly stated that it retains jurisdiction over
8 the dissolution plan detailed in the December 5, 2022 order, and the wind up of the Receivership.
9 The December 5, 2022 order provides in pertinent part:

10 Therefore the Court issues the following Orders:

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

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

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

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

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

IT IS FURTHER ORDERED that the bond posted by Plaintiffs in
the amount of \$50,000, following the Court’s granting a

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

1 Temporary Restraining Order on March 11, 2022, remain in place
2 as adequate security for this Preliminary Injunction.

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

6 On February 6, 2023, the parties entered into a stipulation related to the termination and
7 agreed that the agreement to terminate was consistent with the January 26, 2023 order filed at
8 11:06 a.m. That order provides in pertinent part:

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

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

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

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

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

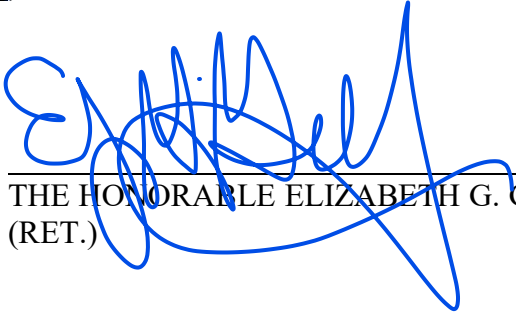
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IT IS SO ORDERED.

DATED this 28th day of November, 2023.



THE HONORABLE ELIZABETH G. GONZALEZ
(RET.)

Submitted by:

ROBERTSON, JOHNSON,
MILLER & WILLIAMSON

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

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being fully informed rules on MOTION TO AMEND ORDER CERTIFYING AMENDED JUDGMENT AS FINAL PURSUANT TO NRCP 54(b) filed on November 17, 2023. ("Motion to Alter or Amend")¹ is granted.

Dated this 28th day November, 2023.



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

¹ The Court has reviewed DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION TO AMEND ORDER CERTIFYING AMENDED JUDGMENT AS FINAL PURSUANT TO NRCP 54(b) filed on November 22, 2023; and, Plaintiffs REPLY IN SUPPORT OF MOTION TO AMEND ORDER CERTIFYING AMENDED JUDGMENT AS FINAL PURSUANT TO NRCP 54(b) filed on November 27, 2023.

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DALE KOTCHKA-ALANES
DANIEL POLSENBERG, ESQ.
DAVID MCELHINNEY, ESQ.
BRIANA COLLINGS, ESQ.
ABRAN VIGIL, ESQ.
JONATHAN TEW, ESQ.
JARRAD MILLER, ESQ.
TODD ALEXANDER, ESQ.
F. DEARMOND SHARP, ESQ.
STEPHANIE SHARP, ESQ.
G. DAVID ROBERTSON, ESQ.
ROBERT EISENBERG, ESQ.
JENNIFER HOSTETLER, ESQ.
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Attorneys for the Receiver for the Grand Sierra Resort

Unit Owners' Association, Richard M. Teichner

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALBERT THOMAS, individually; *et al.*,

Case No.: CV12-02222

Plaintiff,

Dept. No.: OJ37

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,

**RECEIVER'S REPORT FOR
GRAND SIERRA RESORT UNIT
OWNERS' ASSOCIATION FOR
THE PERIOD FROM OCTOBER
1, 2021 THROUGH SEPTEMBER
2022**

Defendants.

RECEIVER'S REPORT

A copy of Receiver's Report Pursuant to Amended Order of November 28, 2023 is attached hereto as Exhibit "1".

./././

./././

./././

./././

AFFIRMATION
Pursuant to NRS 239B.030

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

RESPECTFULLY SUBMITTED this 12th day of December 2023.

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

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the forgoing **RECEIVER'S REPORT FOR GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION FOR THE PERIOD FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 2022** on all parties to this action by the method(s) indicated below:

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

Abran Vigil, Esq.
Meruelo Group, LLC
Legal Services Department
5th Floor Executive Offices
2535 Las Vegas Boulevard South
Las Vegas, NV 89109

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- by electronic mail to:
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3500 Lakeside Court, Suite 210
Reno, NV 89509
accountingforensics@gmail.com

DATED: This 12th day of December 2023.

/s/ Celeste Hernandez
Employee of Robison, Sharp, Sullivan & Brust
Employee of Robison, Sharp, Sullivan & Brust

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EXHIBIT LIST

Exhibit #	Description	Pages
Exhibit “1”	Receiver’s Report Pursuant to Amended Order of November 28, 2023	1

EXHIBIT “1”

EXHIBIT “1”



TEICHNER ACCOUNTING
FORENSICS & VALUATIONS, PLLC

December 12, 2023

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

Re: *Receivership In Re Case No. CV12-02222*: Report pursuant to Amended Order of November 28, 2023 regarding status of calculation of actual historical permissible expenses for Defendants to deduct from the revenue of the parties' units as well as the amount of current expenses to deduct from ongoing revenue

Dear Judge Gonzalez:

The schedules with the calculations of the permissible expenses to be deducted from the revenue of the parties are almost ready to be submitted by me. These schedules contain (1) the Daily Use Fee (DUF) charges for 2020, 2022, and 2023, which are budgeted amounts based on Defendants' actual expenses for the period from October 1 to September 30 that ends on the year preceding the calendar to which the DUF charges apply, and (2) the Shared Facility Unit Expense (SFUE) and the Hotel Expense (HE) fee charges for 2020, 2021, and 2022 based on Defendants' actual expenses for those years, and for 2023, which are budgeted amounts based on Defendants' actual expenses for the period from October 1, 2021 to September 2022.

Virtually all the procedures, including verification procedures, in order to arrive at the calculations have been completed. As of today, my assistant, who had been performing the monthly procedures that were not performed for the months subsequent to December 2021, and who has begun assisting me on verifying (but not deciding on the propriety of) the Defendants' capital expenditures for which they are seeking reimbursement, needs clarification on one component of the Defendants' expenses that is includable in the DUF, and I have authorized her to speak with Mr. Brady for the purpose of being assured that the correct amount of the component from the Defendants' general ledger will be applied.

Accordingly, I expect that the schedules for the SFUE and HE charges that have been completed and for the DUF charges can be submitted by the end of this week.

Respectively,

Richard M. Teichner,
Receiver for the Grand Sierra Resort Unit Owners' Association

CODE: 2040
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Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

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

Defendants.

PLAINTIFFS' MOTION FOR CLARIFICATION AND INSTRUCTION TO RECEIVER

COME NOW, Plaintiffs by and through their attorneys of record, the law firms of
Robertson, Johnson, Miller & Williamson and Lemons, Grundy & Eisenberg, and hereby file
this Motion for Clarification and Instruction to Receiver ("Motion"). This Motion is based upon

1 the below memorandum of points and authorities, all exhibits attached thereto, all papers and
2 pleadings on file herein, and any oral argument the Court may desire to hear.

3 DATED this 29th day of December, 2023

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
11 Jarrad C. Miller, Esq.
Briana N. Collings, Esq.
12 *Attorneys for Plaintiffs*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On December 5, 2022, this Court granted Defendants' request to terminate the GSRUOA
4 and sell all of the parties' condominium units. In connection with that proposed sale, the Court
5 ordered Plaintiffs to submit an appraisal within 30 days of the Receiver providing accurate rental
6 calculations. Under Nevada law, the date of valuation for the units is February 27, 2023 (the
7 date the Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and
8 Declaration of Covenant, Conditions, Restrictions and Reservation of Easements ("Agreement to
9 Terminate") was recorded). Despite the GSRUOA being terminated, the Receiver holding title
10 to all units as trustee until a Court ordered sale, and the Court ordering the continued rental of
11 Plaintiffs' units until such sale, Defendants have stopped renting some of Plaintiffs' units and
12 have purportedly started remodeling those units. (See Ex. 1, October Calculations, showing
13 proceeds for certain units as \$0.) During the remodel process, Plaintiffs' units will not be offered
14 for rental, and thus will not generate any rental proceeds.

15 This conduct violates the Court's order requiring the continued rental of Plaintiffs' units
16 until the contemplated sale. Further, given the Court-approved termination of the GSRUOA and
17 February 27, 2023 date of valuation, the remodeling of Plaintiffs' units at this time creates an
18 improper detriment to Plaintiffs, i.e. lost rental proceeds and use of reserve accounts which
19 Plaintiffs contributed largely to, and windfall for the Defendants, i.e., remodeling the units using
20 Plaintiffs' reserve contributions and realizing the full increase in value of the units as a result
21 thereof. Specifically, during the period when the receivership was ineffective (2020 to June
22 2023), Plaintiffs were charged inflated reserves fees which violated the Governing Documents,
23 and those inflated fees were not used to remodel Plaintiffs' units. Now after the February 27,
24 2023 valuation date, Plaintiffs' units are being remodeled. This belated remodel will provide no
25 benefit of increased value to Plaintiffs but will cause the extreme detriment of no rental income
26 being generated during the remodel. Accordingly, the Court must instruct the Receiver on how
27 to rectify and/or account for this injustice. To do so, Plaintiffs should receive the average daily
28 rates for the condominium units for those dates that the units are being remodeled.

1 **II. RELEVANT FACTUAL BACKGROUND**

2 On December 5, 2022, the Court entered an order granting Defendants’ request to
3 terminate the GSRUOA and described the wind-up process to be overseen by the Receiver.
4 (Order, filed December 5, 2022 at 7.)

5 By order dated January 26, 2023,

6 The Court affirms that the GSRUOA, through the Receiver, is to
7 take title to the Plaintiffs’ and Defendants’ condominium units
8 (“property”) as trustee upon termination of the association, and is
9 the only entity with authority to contract for the sale of the
10 property. The GSRUOA shall continue to operate under the
11 receivership and the Receiver shall have the sole authority to act
12 on behalf of the association until the sale is concluded and further
13 order from the Court.

14 (Order, filed January 26, 2023 at 3:15-18.)

15 On February 7, 2023, the Court issued an Order Approving Parties Stipulation concerning
16 the Agreement to Terminate.

17 On March 27, 2023, the Court ordered that “*the Receiver shall provide accurate rental*
18 *information* [FN2] as well as the recalculated fees” and that “[o]nce that information is provided
19 to Plaintiffs’ counsel, Plaintiffs have 30 days to provide their appraisal.” (Order, filed March 27,
20 2023 at 2:1-3.) These appraisals will allow the Court to determine the purchase price for the
21 parties’ units.

22 On July 27, 2023, the Court issued an order clarifying that “*Defendants will rent the*
23 *units. . . .*” (Order Modifying March 14, 2023 Order re Continued Rental of the Parties’ Units
24 Until Sale, filed July 27, 2023 at 2:7, emphasis supplied.) The March 14, 2023 order initially,
25 and after the clarification, required the continued rental of Plaintiffs’ units. (Order, filed
26 March 14, 2023 at 2:3-4, “The Receiver is instructed to continue to rent the former units under
27 the URA.”)

28 Contrary to these unambiguous orders, some of Plaintiffs’ monthly statements received
from Defendants for October demonstrate that Defendants did not rent certain Plaintiff units for
the entire month, or only rented the units for a very small number of days—both flying in the
face of a proper rotation program and Court order. (See e.g., Ex. 2, Exemplar October

1 Statement.) It appears that by the end of November, this stoppage of rentals had also come to the
2 Receiver's attention. (See Ex. 3, Email dated 11/30/23, wherein Receiver's counsel inquired
3 why Defendants had stopped renting certain units.) On December 1, 2023, Defendants informed
4 the Receiver that

5 The Units on floors 20 and 21 are currently off the market due to
6 scheduled renovation of Units on those floors. The renovation of
7 Units on the 21st floor are [sic] taking place between September 17,
8 2023 and December 1, 2023 and the renovation of Units for the
9 20th floor are [sic] taking place between October 8, 2023 and
10 December 22, 2023.

11 (Id.) Indeed, the Receiver's October calculations indicate that at least seventeen (17) Plaintiff
12 units are subject to this stoppage of rentals. (Ex. 1.) Thus, Defendants admit they have stopped
13 renting certain Plaintiff units, both in violation of the required rotation plan and a Court order
14 demanding the units continue to be rented, and to the detriment of Plaintiffs.

15 Pursuant to a report filed by the Receiver on July 13, 2023:

16 there will need to be estimates used for the reserve charges for
17 2020 through 2023. Accordingly, this Receiver proposes that,
18 since my counsel and I have determined that the previous reserve
19 charges are overstated based on the prior reserve consultant's
20 inclusion of non-permissible costs, pursuant to the CC&Rs,
21 seventy-five percent (75%) of reserve charges used by Defendant
22 for 2020, based on the prior reserve consultant's reserve study,
23 temporarily be used as reserve charges for each year from 2020 to
24 2023 until this Receiver arrives at revised reserve charges based on
25 the new reserve studies pertaining to each of those years.

26 (Receiver's Status Report Requested by the Court in its Order Granting the Motion to Certify
27 Amended Final Judgment as Final Pursuant to NRCP 54(b) dated June 28, 2023, filed July 13,
28 2023 ("July Status Report") at 2.) The Receiver is tasked with recalculating the appropriate
reserve fees, in light of Defendants having obtained a reserve study which was overinclusive and
violated the Governing Documents. (Order Granting Plaintiffs' Motion for Instructions to
Receiver, filed January 4, 2022 at 5:16-23, "the Court finds the Defendants' reserve study to be
flawed and untrustworthy . . . the Receiver shall not utilize the Defendants' reserve study in
calculating those fees which are to be assessed to Plaintiffs.")

1 **III. ARGUMENT**

2 **A. Defendants Have Stopped Renting Some of Plaintiffs' Units**

3 The Court's orders concerning the dissolution plan clearly and unambiguously dictate
4 that Defendants must continue to rent Plaintiffs units until the units are sold. (See Order
5 Modifying March 14, 2023 Order re Continued Rental of the Parties' Unit Until Sale, filed
6 July 27, 2023 at 2:7, "***Defendants will rent the units***", emphasis supplied.) The original March
7 14, 2023 Order also required the continued rental of Plaintiffs' units: "The Receiver is instructed
8 to continue to rent the former units under the URA." (Order, filed March 14, 2023 at 2:3-4.) Put
9 simply, at all times, Plaintiffs' units were to be rented to the general public. Obviously, stopping
10 the rental of Plaintiff-owned units violates the Courts' dissolution plan.

11 Defendants stopped renting some of Plaintiffs' units in approximately October. (See e.g.,
12 Ex. 2, Ex. 3.) Defendants admit they have stopped renting certain Plaintiff units but claim the
13 conduct is justified because they are remodeling the units. (Ex. 3.) Again, Defendants entirely
14 ignore what has occurred in this case and charge forward as if there were no receivership, they
15 owned all of the units, and the Court had not granted their request to terminate the GSRUOA and
16 sell the units. Given the true circumstances, Defendants' ceasing the rental of Plaintiffs' units is
17 an inexcusable violation of the Court's orders that needs to be promptly stopped.

18 **B. Plaintiffs' Units Should Not be Remodeled Until After They Are Sold**

19 The Court entered an order on December 5, 2022, granting Defendants' request to
20 terminate the GSRUOA and sell the units. (Order, filed December 5, 2022 at 7.) On February 7,
21 2023, the Court approved the parties' Agreement to Terminate. (See Order Approving
22 Stipulation, filed February 7, 2023.) Nevada law provides that the interests of the units' owners
23 are "the fair market values of their units, allocated interests, and any limited common elements
24 ***immediately before the termination . . .***" See NRS 116.2185(1). Thus, the date of valuation
25 for Plaintiffs' appraisal is February 27, 2023.

26 Given the termination of the GSRUOA, there is no benefit to Plaintiffs in having their
27 units remodeled after February 27, 2023, as they will not realize any increase in value as a result
28 of the remodel (assuming Defendants acquire the unit, they will reap the benefit of the remodel

1 with no reflection of increase value given that the remodeling is occurring after the date of
2 valuation). The obvious extreme detriment to Plaintiffs is that units are not being rented and
3 those impacted Plaintiffs are not receiving the rental proceeds to which they are entitled—in
4 violation of the Court orders.

5 Equally as important, the post-February 27, 2023 remodeling of Plaintiffs' units
6 complicates the Receiver's wind up/true up accounting. Before the remodeling of Plaintiffs'
7 units, Plaintiffs' units would continue to be rented until the sale and the Receiver need not
8 perform any additional calculations beyond applying his approved fees to the rental proceeds.
9 Now, however, Plaintiffs are losing rental proceeds based on the remodeling, requiring the
10 Receiver to now conduct additional calculations to determine the lost proceeds.

11 These post-termination remodels similarly impact the Receiver's true up accounting for
12 the reserves. Prior to commencement of the remodeling, hyperinflated reserves that violated the
13 Governing Documents were collected from all Plaintiffs. (See July Status Report at 2 and Order
14 Granting Plaintiffs' Motion for Instructions to Receiver filed January 4, 2022.) These
15 collected/inflated reserves, however, were not utilized to remodel Plaintiffs' units until *after* the
16 date of valuation. Thus, one would anticipate that the Receiver's wind up/true up accounting
17 would include a refund to Plaintiffs for the reserves that were collected improperly and not even
18 used to improve Plaintiffs units prior to the date of valuation, as Plaintiffs received no pre-date of
19 valuation benefits from the use of those reserve funds. It would be unfair to charge Plaintiffs for
20 the remodel, yet not credit Plaintiffs. Certainly, such an unjust result cannot be condoned.

21 Finally on this point, given the termination of the GSRUOA and required sale of the
22 units, Defendants have no right to remodel units that they do not own, hold title to, or control.

23 Based on the above, the Court ***should promptly stop the remodeling of Plaintiff units***
24 ***and require all Plaintiff units be returned immediately to the rental rotation so they can be***
25 ***offered for rent and earn income.***¹ To the extent any units cannot be immediately returned to
26
27

28 ¹ Plaintiffs understand that any units in which remodeling has progressed to a point where the unit cannot, in its
current condition, be returned to the rental rotation program must be fully remodeled. However, any units which can

1 the rotation, the Receiver should credit those Plaintiff owners the average nightly rental value for
2 a comparable condominium unit (as determined by the Receiver) for each night the particular
3 unit is off the market during remodeling. These credits would be accounted for in the Receiver's
4 monthly calculations. Defendants should also be required to pay Plaintiffs within 30 days of the
5 Court's order, the average daily night of rental income for the nights they stopped renting
6 Plaintiffs units in October, November, and December of this year as a result of the Defendants'
7 improper remodeling of units formerly owned by Plaintiffs. If this sort of true-up does not occur,
8 Defendants will again benefit from violating Court orders by both using Plaintiffs' reserve
9 payments to fund the remodel and solely enjoying the increase in value of the units free of
10 charge, all while simultaneously depriving Plaintiffs of their reserve funds, rental income, and
11 the increase in value post-termination but prior to the actual sale of the units.

12 **C. Plaintiffs Cannot Complete a Proper Appraisal Without Accurate Reserve**
13 **Calculations**

14 The Court has ordered that upon receiving the Receiver's accounting of "accurate rental
15 information as well as the recalculated fees," Plaintiffs must file an appraisal for their units
16 within thirty (30) days. (Order, filed March 27, 2023 at 2:1-3.) This appraisal is intended to
17 determine the fair market value of Plaintiffs' units as of the date of valuation such that they can
18 be sold pursuant to the Agreement to Terminate. While the receivership was rendered
19 ineffective as a result of Defendants withholding payment, Defendants charged reserves that
20 violated the Governing Documents by including expenses that cannot be attributed to Plaintiffs.
21 (See Order Granting Instructions to Receiver, filed January 4, 2021 and July Status Report at 2.)
22 Further, despite the reserves being overcharged for years prior to the date of valuation,
23 purportedly in part to fund this remodel, the Plaintiffs' units were not remodeled until after the
24 date of valuation (February 27, 2023). Plaintiffs' appraisal cannot be completed without
25 *accurate* reserve fees. (*Id.*) The Receiver should report on the amount of reserves properly
26 allocated to Plaintiffs during 2020 to 2023 so the amount of income/rents received (less proper

27
28 reasonably be returned in their current condition should be so returned to mitigate the harm to Plaintiffs and the
further work to be completed by the Receiver to account for the time Plaintiffs' units were off the market.

1 reserve expenses and other fees determined by the Receiver) can be applied to determine the
2 revenue they generate for purposes of valuation.

3 **IV. CONCLUSION**

4 Plaintiffs respectfully request that the Court order Defendants to immediately return all
5 Plaintiff units to the rental program, and that for those units that cannot be immediately returned
6 to rental program because of the remodel, that the Receiver calculate the average room rent
7 amount to be charged to Defendants and paid to Plaintiffs for the time period that the units
8 cannot be rented (or were not rented) starting in October of 2023. Further, the Receiver should
9 be ordered to report on the actual/proper reserves attributed to Plaintiffs' units from 2020 to 2023
10 so that the information can be used to determine income generated from the units. As such
11 Plaintiffs' appraisal should not be done until the accurate rental information is provided by the
12 Receiver (including proper reserve charges).

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 DATED this 29th day of December, 2023

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

19 *And*

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

21 By: /s/ Jarrad C. Miller

22 Jarrad C. Miller, Esq.
23 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 29th day of December, 2023, I
5 electronically filed the foregoing **MOTION FOR CLARIFICATION AND INSTRUCTIONS**
6 **TO RECEIVER** with the Clerk of the Court by using the ECF system which served the
7 following parties electronically:

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

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Attorneys for Receiver
Richard M. Teichner

21 /s/ Alexandra Fleming

22 An Employee of Robertson, Johnson, Miller & Williamson

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EXHIBIT INDEX

Ex. No.	Description	Pages
1	October Calculations	4
2	Exemplar October Statement	2
3	Email dated 11/30/23	9

FILED
Electronically
CV12-02222
2023-12-29 05:00:36 PM
Alicia J. Lerud
Clerk of the Court
Transaction # 10073137

EXHIBIT “1”

EXHIBIT “1”

Calculation of Net Rents Due to Plaintiffs for the Month of October 2023 Using Temporarily Determined Charges for the Two Respective Ranges DUF Charges Based on the Two of Three Respective Ranges of DUF Charges Used for 2021, for the Combined SFUE and HE Charge Based on the Combined Estimated SFUE and HE Charge Used for 2021 and balance owed for HOA assessments at October 31, 2023

Name of Unit Owner	Unit	Square Feet	Range of	Number of Room	Gross Rent Collected	DUF Times Room	Gross Rent Net of DUF	Share of Gross Rent Net of DUF	Additional Revenue As DRF (One-Half)	Net Rent Before SFUE & HE	Combined SFUE & HE 0.46	Net Rent Before	Total HOA Assmnts due at 10.31.23	Balance	Net Rent Due to Owners
ORDOVER, LORI	1706	427	25.60	30	3,065.34	768.00	2,297.34	1,148.67	\$ 591.75	1,711.28	194.63	1,545.79	-	1,545.79	1,545.79
ORDOVER, LORI	1708	427	25.60	30	3,020.50	768.00	2,252.50	1,126.25	\$ 585.03	1,711.28	194.63	1,516.65	-	1,516.65	1,516.65
MECHAM, DOUG & CHRISTINE	1710	427	25.60	31	2,811.07	793.60	2,017.47	1,008.74	\$ 551.60	1,560.34	194.63	1,365.71	-	1,365.71	1,365.71
TOKUTOMI, LORI	1711	427	25.60	30	2,505.63	768.00	1,737.63	868.82	\$ 598.28	1,467.09	194.63	1,272.46	-	1,272.46	1,272.46
KOSSICK, MARY	1728	558	25.60	30	2,891.91	768.00	2,123.91	1,061.96	\$ 591.75	1,653.71	254.34	1,399.37	-	1,399.37	1,399.37
ROBERTS, LAVERNE	1729	427	25.60	29	2,912.16	742.40	2,169.76	1,084.88	\$ 538.35	1,623.23	194.63	1,428.60	-	1,428.60	1,428.60
KOSSICK, MARY	1730	558	25.60	27	2,527.80	691.20	1,836.60	918.30	\$ 518.58	1,436.88	254.34	1,182.54	-	1,182.54	1,182.54
TAKAKI, STEVE	1732	558	25.60	28	3,050.84	716.80	2,334.04	1,167.02	\$ 554.30	1,721.32	254.34	1,466.98	-	1,466.98	1,466.98
POPE, TERRY & NANCY	1740	427	25.60	30	2,963.79	768.00	2,195.79	1,097.90	\$ 556.61	1,654.50	194.63	1,459.87	-	1,459.87	1,459.87
CARRERA PROPERTY (MGR BRETT MENNIURI)	1742	427	25.60	31	2,921.29	793.60	2,127.69	1,063.85	\$ 578.30	1,642.15	194.63	1,447.52	-	1,447.52	1,447.52
HOM, MAY ANNE	1756	420	25.60	31	2,944.40	793.60	2,150.80	1,075.40	\$ 591.55	1,666.95	191.44	1,475.51	-	1,475.51	1,475.51
TMI PROPERTY GROUP, LLC	1762	420	25.60	30	3,081.17	768.00	2,313.17	1,156.59	\$ 598.28	1,754.86	191.44	1,563.42	-	1,563.42	1,563.42
FADRILAN, RAMON & FAYE	1763	552	25.60	28	2,999.95	716.80	2,283.15	1,141.58	\$ 551.80	1,693.38	251.60	1,441.77	13.62	1,428.15	1,428.15
TAYLOR, JAMES & CAROL C ET AL	1769	562	25.60	27	3,230.37	691.20	2,539.17	1,269.59	\$ 539.30	1,808.89	251.60	1,557.28	-	1,557.28	1,557.28
TMI PROPERTY GROUP, LLC	1770	420	25.60	31	2,919.04	793.60	2,125.44	1,062.72	\$ 611.73	1,674.45	191.44	1,483.01	-	1,483.01	1,483.01
TAYLOR, JAMES & CAROL C ET AL	1775	420	25.60	30	2,904.02	768.00	2,136.02	1,068.01	\$ 572.35	1,640.36	191.44	1,448.92	-	1,448.92	1,448.92
MAGHURAM, LIV TRUST, RAJ & USHA	1790	420	25.60	27	2,280.18	691.20	1,588.98	794.49	\$ 534.33	1,328.82	191.44	1,137.38	37.97	1,099.41	1,099.41
HAY, BARRY	1802	427	25.60	31	3,495.34	793.60	2,691.74	1,350.87	\$ 552.38	1,903.25	194.63	1,708.62	129.58	1,579.04	1,579.04
RAINES, SANDI	1803	427	25.60	28	2,808.54	716.80	2,091.74	1,045.87	\$ 599.25	1,645.12	194.63	1,450.49	-	1,450.49	1,450.49
RAINES, SANDI	1805	427	25.60	31	3,207.03	793.60	2,413.43	1,206.72	\$ 611.73	1,818.44	194.63	1,623.81	-	1,623.81	1,623.81
MOLL, DANIEL AND PATRICIA	1806	427	25.60	31	3,226.64	793.60	2,432.94	1,216.47	\$ 534.13	1,750.61	194.63	1,555.97	12.05	1,543.92	1,543.92
WILLIAMS, ROBERT	1822	568	25.60	26	2,717.31	665.60	2,051.71	1,025.86	\$ 519.35	1,545.21	254.34	1,290.87	-	1,290.87	1,290.87
WILLIAMS, ROBERT	1824	558	25.60	27	2,981.38	691.20	2,290.18	1,145.09	\$ 531.83	1,676.92	254.34	1,422.58	-	1,422.58	1,422.58
WILLIAMS, ROBERT	1826	558	25.60	27	2,901.70	691.20	2,210.50	1,105.25	\$ 534.33	1,639.58	254.34	1,385.24	-	1,385.24	1,385.24
VAGUIHEVI FAMILY TRUST, GEORGE & MELISSA	1827	427	25.60	31	3,406.06	793.60	2,612.46	1,306.23	\$ 600.78	1,907.01	194.63	1,712.38	-	1,712.38	1,712.38
HENDERSON, WILLIAM A & CHRISTINE	1832	558	25.60	26	2,771.58	665.60	2,105.98	1,052.99	\$ 509.35	1,562.34	254.34	1,308.00	-	1,308.00	1,308.00
YIN, DOMINIC	1837	427	25.60	31	3,057.31	793.60	2,263.71	1,131.86	\$ 591.55	1,723.41	194.63	1,528.78	-	1,528.78	1,528.78
MIVAMOTO/DELEON/ WAN, BENTON	1838	427	25.60	26	2,836.78	665.60	2,171.18	1,085.59	\$ 578.30	1,663.89	194.63	1,469.26	-	1,469.26	1,469.26
TOM TRUST, GARRET & ANITA	1845	427	25.60	30	3,013.66	768.00	2,245.66	1,122.83	\$ 539.33	1,662.16	194.63	1,467.53	-	1,467.53	1,467.53
PEDERSON, ROBERT & LOU ANN	1847	427	25.60	31	2,897.69	793.60	2,104.09	1,052.05	\$ 619.23	1,671.27	194.63	1,476.64	-	1,476.64	1,476.64
RICHE, KENNETH & MAXINE	1865	552	25.60	28	2,944.50	716.80	2,227.70	1,113.85	\$ 571.78	1,685.63	251.60	1,434.02	-	1,434.02	1,434.02
QUINN, JEFFREY & BARBARA	1870	420	25.60	31	3,055.01	793.60	2,261.41	1,130.71	\$ 619.23	1,749.93	191.44	1,558.49	-	1,558.49	1,558.49
KAPLAN, TIMOTHY	1874	420	25.60	28	2,365.36	716.80	1,648.56	824.28	\$ 574.28	1,398.56	191.44	1,207.12	-	1,207.12	1,207.12
NADINE'S REAL ESTATE	1886	420	25.60	31	2,794.10	793.60	2,000.50	1,000.25	\$ 595.80	1,396.05	191.44	1,204.61	55.25	1,151.87	1,151.87
ALEXANDER LIVING TRUST, MARIE ANN	1902	427	25.60	23	2,315.35	588.80	1,726.55	863.28	\$ 436.75	1,300.03	194.63	1,105.40	-	1,105.40	1,105.40
TOM TRUST, GARRET & ANITA	1903	427	25.60	23	2,705.11	588.80	2,116.31	1,058.16	\$ 406.04	1,464.19	194.63	1,269.56	-	1,269.56	1,269.56
LEE FAMILY TRUST	1905	427	25.60	23	2,211.85	588.80	1,623.05	811.53	\$ 440.98	1,125.50	194.63	1,057.87	19.78	1,038.09	1,038.09
CONDOTEL 1906 LLC, (MGR PHAM JACQUELINE)	1906	427	25.60	21	2,049.89	537.60	1,512.29	756.15	\$ 419.48	1,175.62	194.63	980.99	-	980.99	980.99
LEE FAMILY TRUST	1907	427	25.60	22	2,241.77	563.20	1,678.57	839.29	\$ 434.45	1,273.74	194.63	1,079.11	33.91	1,045.20	1,045.20
CHENG, PETER & ELISA	1908	427	25.60	23	2,338.13	588.80	1,749.33	874.67	\$ 434.25	1,308.92	194.63	1,114.29	-	1,114.29	1,114.29
CHEAH, MELVIN	1911	558	25.60	23	2,137.42	588.80	1,548.62	774.31	\$ 439.25	1,213.56	254.34	959.22	-	959.22	959.22
CAMERON, GREGORY & ROBIN	1926	558	25.60	17	2,111.66	435.20	1,676.46	838.23	\$ 366.08	1,204.31	254.34	949.97	526.60	423.37	423.37
SHEN, DI	1939	427	25.60	21	2,357.90	537.60	1,820.30	910.15	\$ 394.50	1,304.65	194.63	1,110.10	-	1,110.10	1,110.10
KOSSICK, MARY	1945	427	25.60	21	2,336.11	537.60	1,798.51	899.26	\$ 414.48	1,313.73	194.63	1,119.10	6.18	1,119.10	1,119.10

PEDERSON, ROBERT & LOU ANN	1961	552	25.60	21	2,565.40	537.60	2,027.80	1,013.90	\$	414.48	1,428.38	251.60	1,176.77	-	1,176.77
DUNLAP, JOHN & JANE	1963	552	25.60	20	2,402.85	512.00	1,890.85	945.43	\$	394.50	1,339.93	251.60	1,088.32	1,088.32	1,088.32
VANDERBOCKE, LEE & MADELYN	1971	552	25.60	18	2,379.24	460.80	1,918.44	959.22	\$	339.58	1,298.80	251.60	1,047.19	-	1,047.19
RICHE, KENNETH & MAXINE	1975	420	25.60	23	2,450.92	588.80	1,862.12	931.06	\$	447.70	1,378.76	191.44	1,187.32	1,187.32	1,187.32
QUINN, JEFFREY	1977	420	25.60	21	2,062.98	537.60	1,525.38	762.69	\$	379.34	1,142.03	191.44	950.59	950.59	950.59
BROWNE, GUY	2044	427	25.60	5	596.19	128.00	468.19	234.10	\$	99.88	333.97	194.63	139.34	139.34	139.34
KOSSICK, MARY	2055	552	25.60	5	607.50	128.00	479.50	239.75	\$	99.88	339.63	251.60	88.02	88.02	88.02
RIODELLE FAMILY TRUST, JEFFREY	2059	552	25.60	4	602.59	102.40	500.19	250.10	\$	79.90	330.00	251.60	78.39	78.39	78.39
SILKScape INC	2063	552	25.60	4	576.72	102.40	474.32	237.16	\$	79.90	317.06	251.60	65.46	65.46	65.46
ALEXANDER LIVING TRUST, MARIE ANN	2065	552	25.60	4	434.02	102.40	331.62	165.81	\$	79.90	245.71	251.60	(5.89)	(5.89)	-
KOSSICK, MARY	2068	420	25.60	5	544.55	128.00	416.55	208.28	\$	99.88	308.15	191.44	116.71	116.71	116.71
HAY, BARRY	2075	420	25.60	5	725.00	128.00	597.00	298.50	\$	99.88	398.38	191.44	206.94	116.19	90.75
TORABKHAN, FARHAD & TAVAKOL, SAHAR	2076	420	25.60	5	554.58	128.00	426.58	213.29	\$	99.88	313.17	191.44	121.73	121.73	121.73
LUTZ, RICHARD/SANDRA	2087	420	25.60	5	542.95	128.00	414.95	207.48	\$	99.88	307.35	191.44	115.91	115.91	115.91
CHANDLER, NORMAN	2104	427	25.60	0	-	-	-	-	\$	-	-	194.63	(194.63)	-	(194.63)
LINDGREN, DARLEEN	2157	552	25.60	0	-	-	-	-	\$	-	-	251.60	(251.60)	-	(251.60)
JL & YL HOLDINGS	2165	552	25.60	0	-	-	-	-	\$	-	-	251.60	(251.60)	-	(251.60)
HURLEY, MICHAEL	2167	552	25.60	0	-	-	-	-	\$	-	-	251.60	(251.60)	144.80	(396.40)
M & Y HOLDINGS	2169	552	25.60	0	-	-	-	-	\$	-	-	251.60	(251.60)	-	(251.60)
PARKER, SUZANNE & LOREN	2179	420	25.60	0	-	-	-	-	\$	-	-	191.44	(191.44)	28.96	(220.40)
WINDHORST TRUST, DUANE H & MARILYN	2181	420	25.60	0	-	-	-	-	\$	-	-	191.44	(191.44)	-	(191.44)
SON, KWANG SOON	2189	420	25.60	0	-	-	-	-	\$	-	-	191.44	(191.44)	-	(191.44)
PEDERSON, ROBERT R & LOU ANN	2261	552	25.60	28	3,532.59	716.80	2,815.79	1,407.90	\$	534.33	1,942.22	251.60	1,690.62	-	1,690.62
SHAMIEH, ELIAS & EMAN	2275	420	25.60	25	2,839.54	640.00	2,199.54	1,099.77	\$	459.23	1,559.00	191.44	1,367.56	-	1,367.56
CHOI, KI NAM & YOUNG JA	2279	420	25.60	24	2,711.32	614.40	2,096.92	1,048.46	\$	485.93	1,534.39	191.44	1,342.95	-	1,342.95
YOO, KUK HYUN & SANG YOON	2283	420	25.60	17	2,571.98	435.20	2,136.78	1,068.39	\$	324.60	1,392.99	191.44	1,201.55	151.88	1,049.67
WEISS FAMILY TRUST, IRENE	2326	558	25.60	29	3,459.25	742.40	2,716.85	1,358.43	\$	571.78	1,930.20	254.34	1,675.86	2.00	1,673.86
FISH, FREDERICK ON USA	2328	558	25.60	26	2,938.27	665.60	2,272.67	1,136.34	\$	466.73	1,603.06	254.34	1,348.72	1,348.72	1,348.72
IZADY/AKASHEH MICHAEL/ANAHD	2337	427	25.60	21	2,483.92	537.60	1,946.32	973.16	\$	369.35	1,342.51	194.63	1,147.88	-	1,147.88
PEDERSON, ROBERT & LOU ANN	2345	427	25.60	18	2,051.70	460.80	1,590.90	795.45	\$	331.13	1,126.58	194.63	931.95	-	931.95
FISH, FREDERICK OR MAXINE	2347	427	25.60	20	2,366.59	512.40	1,854.59	927.30	\$	371.83	1,299.12	194.63	1,104.49	-	1,104.49
RICHE, KENNETH & USINA	2357	552	25.60	24	2,885.20	614.00	2,270.80	1,135.40	\$	459.23	1,594.63	251.60	1,343.02	-	1,343.02
PEDERSON 1990 TRUST	2359	552	25.60	21	2,743.21	537.60	2,205.61	1,102.81	\$	429.45	1,532.26	251.60	1,280.65	-	1,280.65
NUNN, HENRY III & D'ARCY C	2365	552	25.60	24	3,083.67	614.40	2,469.27	1,234.64	\$	471.90	1,706.54	251.60	1,454.93	602.28	852.65
MINER, WILLIAM B JR	2371	552	25.60	22	2,662.86	553.20	2,099.66	1,049.83	\$	426.98	1,476.81	251.60	1,225.20	-	1,225.20
VANDERBOCKE, LEE	2385	420	25.60	16	1,825.03	409.60	1,415.43	707.72	\$	314.60	1,022.32	191.44	830.88	-	830.88
TRUONG, CHANH T	2389	420	25.60	24	2,729.23	614.40	2,114.83	1,057.42	\$	479.40	1,536.82	191.44	1,345.38	1,345.38	1,345.38
SOHN, SANG DAE & KEUM S	2475	420	25.60	20	2,339.61	512.00	1,827.61	913.81	\$	299.43	1,213.23	191.44	1,021.79	166.98	854.81

TOTAL OF NET RENTS DUE TO UNIT OWNERS

EXCLUDING SHEPHERD MOUNTAIN GROUP LLC

84,764.69

SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1714	1340	22.02	18	3,994.43	396.36	3,598.07	1,799.04	\$	294.63	2,093.66	610.77	2,997.21	3,657.66	(660.45)	(660.45)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	Transfer from Unit #1715												1,514.32			
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1715			23	2,150.13	-	2,150.13	1,075.07	\$	439.25	1,514.32	-	(1,514.32)		(0.00)	(0.00)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	Transfer to Unit #1714												1,576.17	1,759.57	(183.40)	(183.40)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1720	558	25.60	30	3,245.52	768.00	2,477.52	1,238.76	\$	591.75	1,830.51	254.34	1,567.17	1,774.60	(163.23)	(163.23)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1749	1,340	22.02	25	2,218.74	550.50	1,668.24	834.12	\$	485.93	1,320.05	610.77	3,683.68	3,667.66	16.02	16.02
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	Transfer from Unit #1750												2,974.41			
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1750			24	5,123.31	-	5,123.31	2,561.66	\$	412.75	2,974.41	-	(2,974.41)		(0.00)	(0.00)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	Transfer to Unit #1749												1,450.57	1,774.60	(324.03)	(324.03)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1755	552	25.60	28	2,982.95	716.80	2,266.15	1,133.08	\$	569.10	1,702.17	251.60	1,581.37	1,774.60	(163.23)	(163.23)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1757	552	25.60	30	3,250.44	768.00	2,482.44	1,241.22	\$	591.75	1,832.97	251.60	1,556.12	1,774.60	(248.48)	(248.48)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1773	552	25.60	29	3,149.29	742.40	2,406.89	1,203.45	\$	574.28	1,777.72	251.60	1,526.17	1,428.05	(39.98)	(39.98)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1778	420	25.60	30	2,783.87	768.00	2,015.87	1,007.94	\$	571.58	1,579.51	191.44	1,388.07	1,428.05	53.25	53.25
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1780	420	25.60	30	2,925.38	768.00	2,157.38	1,078.69	\$	594.05	1,672.74	191.44	1,481.30	1,428.05	53.25	53.25

SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1781	420	25.60	31	3,019.32	793.60	2,225.72	1,112.86	\$	616.73	1,729.59	191.44	1,538.15	1,456.05	82.10	82.10
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1791	434	25.60	30	2,614.85	768.00	1,846.85	923.43	\$	589.27	1,512.70	197.82	1,314.88	1,461.69	(146.81)	(146.81)
SHEPHERD MOUNTAIN INVESTMENT GROUP LLC	1828	558	25.60	29	3,133.13	742.40	2,390.73	1,195.37	\$	594.25	1,789.62	254.34	1,535.28	1,759.57	(224.29)	(224.29)
COMBINATION OF NET RENTS FOR SHEPHERD MOUNTAIN LLC'S UNITS (NEGATIVE)																(1,839.51)
TOTAL OF NEGATIVE NET RENT BALANCES FOR OTHER PLAINTIFFS' UNITS																(1,954.59)
TOTALS	223,175.36	51,686.06	171,489.30	85,744.65	40,068.35	125,813.00	20,882.48	104,930.52	23,960.13	80,970.39	80,970.39					0

FILED
Electronically
CV12-02222
2023-12-29 05:00:36 PM
Alicia J. Lerud
Clerk of the Court
Transaction # 10073137

EXHIBIT “2”

EXHIBIT “2”



OWNER ACCOUNT STATEMENT
Account Number: 50225
Unit Number: 2055
Invoice Date: November 20, 2023
Period: 10/01/2023 - 10/31/2023
** Balance (to)/ from Owner: \$(707.38)

MARY KOSSICK
P.O. BOX 31753
SAN FRANCISCO, CA 94131

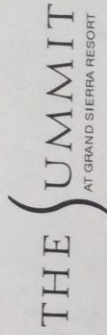
Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
10/01/2023	10/02/2023	UH	2055	1	\$88.06	\$0.00	\$0.00	\$88.06	\$0.00
10/04/2023	10/06/2023	UH	2055	2	\$248.00	\$0.00	\$0.00	\$248.00	\$0.00
10/06/2023	10/09/2023	UH	2055	2	\$271.44	\$0.00	\$0.00	\$271.44	\$0.00
TOTAL				5	\$607.50	\$0.00	\$0.00	\$607.50	\$0.00

Misc. Credit/Expenses	
Description	Amount
Check issued for September Statement	\$4,202.79

Statement Summary	
(Room Revenue) / Fees	\$607.50
Additional Revenue (If Any)	\$0.00
Contracted Hotel Fees *	\$0.00
Misc. (Credits) / Expenses	\$4,202.79
Previous Balance	\$0.00
Payment Received	\$0.00
Net Due to Owner	\$(707.38)
Net Due from Owner	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee)
Please refer to C&A Article 6 and the Unit Maintenance Agreement Schedule A for definitions of these Expenses and Reserves
** Expenses under review

Make Checks Payable to:
SIERRA RESORT
ACCOUNTS RECEIVABLE
SECOND ST.
95955



OWNER ACCOUNT STATEMENT
Account Number: 50173
Unit Number: 2068
Invoice Date: November 20, 2023
Period: 10/01/2023 - 10/31/2023
** Balance (to)/ from Owner: \$(644.43)

MARY KOSSICK
P.O. BOX 31753
SAN FRANCISCO, CA 94131

Reservation Detail									
Arrival	Departure	Wing	Room	Nights	Gross Revenue	Daily Use Fee	Revenue Split	(Room Revenue) / Fees	Additional Revenue (If Any)
10/01/2023	10/02/2023	UH	2068	1	\$66.27	\$0.00	\$0.00	\$66.27	\$0.00
10/04/2023	10/06/2023	UH	2068	2	\$248.00	\$0.00	\$0.00	\$248.00	\$0.00
10/06/2023	10/07/2023	UH	2068	1	\$97.86	\$0.00	\$0.00	\$97.86	\$0.00
10/07/2023	10/08/2023	UH	2068	1	\$132.42	\$0.00	\$0.00	\$132.42	\$0.00
TOTAL				5	\$544.55	\$0.00	\$0.00	\$544.55	\$0.00

Misc. Credit/Expenses	
Description	Amount
Check issued for September Statement	\$4,509.76

Statement Summary	
(Room Revenue) / Fees	\$544.55
Additional Revenue (If Any)	\$0.00
Contracted Hotel Fees *	\$0.00
Misc. (Credits) / Expenses	\$4,509.76
Previous Balance	\$0.00
Payment Received	\$0.00
Net Due to Owner	\$(644.43)
Net Due from Owner	\$0.00

* This is the Hotel Expenses (Hotel, Shared Facility and Cleaning Fee)
Please refer to C&A 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

FILED
Electronically
CV12-02222
2023-12-29 05:00:36 PM
Alicia J. Lerud
Clerk of the Court
Transaction # 10073137

EXHIBIT “3”

EXHIBIT “3”

From: David McElhinney <David.McElhinney@meruelogroup.com>
Sent: Friday, December 1, 2023 12:37 PM
To: Stefanie Sharp; Jarrad Miller
Cc: Briana Collings; Richard Teichner
Subject: RE: Status of GSR Units

Good morning Stefanie. The Units on floors 20 and 21 are currently off the market due to scheduled renovation of Units on those floors. The renovation of Units on the 21st floor are taking place between September 17, 2023 and December 1, 2023 and the renovation of Units for the 20th floor are taking place between October 8, 2023 and December 22, 2023. David



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

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From: Stefanie Sharp <ssharp@rssblaw.com>
Sent: Thursday, November 30, 2023 4:52 PM
To: David McElhinney <David.McElhinney@meruelogroup.com>; Jarrad Miller <jarrad@nvlawyers.com>
Cc: Briana Collings <briana@nvlawyers.com>; Richard Teichner <accountingforensics@gmail.com>
Subject: RE: Status of GSR Units

Thank you, David. I look forward to your response.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street
Reno, NV 89503
Phone - 775.329.3151
Direct Line - 775.236.2380
Fax - 775.329.7941
www.rssblaw.com

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From: David McElhinney <David.McElhinney@meruelogroup.com>
Sent: Thursday, November 30, 2023 11:50 AM
To: Stefanie Sharp <ssharp@rssblaw.com>; Jarrad Miller <jarrad@nvlawyers.com>
Cc: Briana Collings <briana@nvlawyers.com>; Richard Teichner <accountingforensics@gmail.com>
Subject: RE: Status of GSR Units

Stefanie, I sent your inquiry on to my client and will try to get you an answer today. David



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

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From: Stefanie Sharp <ssharp@rssblaw.com>
Sent: Thursday, November 30, 2023 8:41 AM
To: Jarrad Miller <jarrad@nvlawyers.com>; David McElhinney <David.McElhinney@meruelogroup.com>
Cc: Briana Collings <briana@nvlawyers.com>; Richard Teichner <accountingforensics@gmail.com>
Subject: FW: Status of GSR Units

Good morning. The Receiver forwarded me the email below which he received from one of the unit owners yesterday. Per the owner, her October statement shows that the units were not rented in October. Obviously, this is concerning, and I am hoping it is simply a misunderstanding on the part of this owner.

David: Would you please check on this and get back to me? Thank you. I also need a contact person at the hotel to whom Ms. Johnston can direct her inquiries.

Best regards,

Stefanie

Stefanie T. Sharp, Esq.



Robison Sharp Sullivan Brust

71 Washington Street
Reno, NV 89503
Phone - 775.329.3151
Direct Line – 775.236.2380
Fax - 775.329.7941
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From: Kristine Johnston <krj@draftco.net>
Sent: Wednesday, November 29, 2023 10:13 AM
To: Richard Teichner <accountingforensics@gmail.com>
Cc: Stephanie Johnson <saj@draftco.net>; Richard Nicholson <rhn@draftco.net>; Ford Nicholson <fjn@draftco.net>; Todd Nicholson <tsn@draftco.net>
Subject: Status of GSR Units

Dear Richard,

I am contacting you on behalf of the owners of GSR units 2012, 2106, 2108, 2110.

We recently received the GSR account owner statements for October.

The statements show that the units are no longer being rented, but we were still assessed Contracted Hotel Fees for October.

It was our understanding that we would continue to receive rental income until our units were sold.

We have received no communication from GSR regarding the sale of our units. In addition, we have an outstanding receivable of \$13,482 from past net rent.

We would appreciate an update on the status of our units.

Please let us know who we can contact at the hotel to get more information.

Thank you.

Kris

Kristine R. Johnston | DraftCo & Associates 6 West Fifth Street, Suite 200, St. Paul MN 55102 | 651-290-0549 (office)

From: Richard Teichner <accountingforensics@gmail.com>
Sent: Saturday, June 03, 2023 1:10 PM
To: Kristine Johnston <krj@draftco.net>
Cc: Stephanie Johnson <saj@draftco.net>
Subject: RE: GSR UOA

I cannot give you any advice about who to contact or about anything else. If your units were covered by the receivership, then the issue of the rents for March and any other issues involving reporting of rents and receipt of rents that are being addressed by the Court that has the authority over the units subject to the litigation for which a receivership was established would be included in the litigation. If the decision by the NV Supreme Court is favorable to the Plaintiffs in the litigation, then that may or may not affect the how the rents are treated for the private unit owners who are not Plaintiffs in the litigation. Since your units are not included in the litigation, you would need to retain your own counsel.

Richard M. Teichner



TEICHNER ACCOUNTING FORENSICS & VALUATIONS, PLLC

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

Reno:

3500 Lakeside Ct., Suite 210

Reno, NV 89509

Phone: (775) 828-7474 Fax: (775) 201-2110 Cell: (775) 530-5106

Las Vegas:

8275 S. Eastern Ave., Suite 200

Las Vegas, NV 89123

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

Email: accountingforensics@gmail.com

Website: accounting-forensics.com

From: Kristine Johnston <krj@draftco.net>
Sent: Wednesday, May 31, 2023 10:01 AM
To: Richard Teichner <accountingforensics@gmail.com>
Cc: Stephanie Johnson <saj@draftco.net>
Subject: RE: GSR UOA

Richard,

Thank you for clarifying that unit owners will continue to earn net rents until the units are sold.

Who should we contact to have the March statements corrected to include rental income?

Thanks.

Kris

Kristine R. Johnston | DraftCo & Associates 6 West Fifth Street, Suite 200, St. Paul MN 55102 | 651-290-0549 (office)

From: Richard Teichner <accountingforensics@gmail.com>

Sent: Tuesday, May 30, 2023 8:22 PM

To: Kristine Johnston <krj@draftco.net>

Subject: RE: GSR UOA

Kristine,

The net rents should have appeared on the March statements and should continue to appear on subsequent months' statements. The decision regarding the distribution of rents is before the Supreme Court, as the Defendants filed an appeal. I can't say any more than that until I know more myself.

Richard M. Teichner



TEICHNER ACCOUNTING FORENSICS & VALUATIONS, PLLC

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

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8275 S. Eastern Ave., Suite 200

Las Vegas, NV 89123

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

Email: accountingforensics@gmail.com

Website: accounting-forensics.com

From: Kristine Johnston <krj@draftco.net>

Sent: Friday, May 26, 2023 1:48 PM

To: Richard Teichner <accountingforensics@gmail.com>

Cc: Stephanie Johnson <saj@draftco.net>; Jeanne Tarantino <jtarantino@associasn.com>

Subject: RE: GSR UOA

Richard,

Thank you for this information and clarification that the UOA is still in operation.

On another note, our March statement from Grand Sierra showed no rental activity for our four units, but we were assessed hotel fees.

I contacted Reed Brady and he said that the activity on our statements is based on the termination of the condominium hotel units, the CC&RS and court orders.

We recently received our April statement from Grand Sierra, which does show rental activity for our units.

Please provide us with the process for the rental of our units before they are sold.

If they are being rented each month, will the March 2023 statement be re-issued to report the March activity?

Thanks for your help on this.

Kris

Kristine R. Johnston | DraftCo & Associates 6 West Fifth Street, Suite 200, St. Paul MN 55102 | 651-290-0549 (office)

From: Richard Teichner <accountingforensics@gmail.com>
Sent: Wednesday, May 24, 2023 7:15 PM
To: Kristine Johnston <kri@draftco.net>
Cc: Stephanie Johnson <saj@draftco.net>; Jeanne Tarantino <jtarrantino@associasn.com>
Subject: RE: GSR UOA

Kristine,

Dues still need to be paid. Please note that paragraph 4 of the termination agreement says:

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

Therefore, the association continues to operate until it is terminated as set forth in this section.

Richard M. Teichner



TEICHNER ACCOUNTING FORENSICS & VALUATIONS, PLLC

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

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Las Vegas:

8275 S. Eastern Ave., Suite 200
Las Vegas, NV 89123
Phone: (702) 724-2645 Fax: (702) 441-4007 Cell: (702) 467-8335

Email: accountingforensics@gmail.com

Website: accounting-forensics.com

From: Kristine Johnston <krj@draftco.net>
Sent: Wednesday, May 24, 2023 3:35 PM
To: Richard Teichner <accountingforensics@gmail.com>
Cc: Stephanie Johnson <saj@draftco.net>
Subject: RE: GSR UOA

Richard,

I am contacting you with regard to the UOA dues payments for units 2012, 2106, 2108, 2110. We had worked with Associa to set up ACH payments for the monthly payment of UOA dues from Raft Co for units 2012, 2106, 2108, 2110.

Can you notify someone to stop pulling these payments now that the UOA has been dissolved? Or we can ask our bank to reject the payments.

Thanks for your help on this.

Kris

Kristine R. Johnston | DraftCo & Associates 6 West Fifth Street, Suite 200, St. Paul MN 55102 | 651-290-0549 (office)

From: Richard Teichner <accountingforensics@gmail.com>
Sent: Friday, June 24, 2022 11:55 AM
To: Kristine Johnston <krj@draftco.net>; 'Jeanne Tarantino' <jtarantino@associasn.com>
Cc: 'AMI gsrservice' <gsrservice@associasn.com>; Jim Hannon <Jim@draftco.net>; Richard Nicholson <rhn@draftco.net>; Stephanie Johnson <saj@draftco.net>
Subject: RE: GSR UOA

I'm sorry for the delay in responding. Please realize that I have not received any rental income from GSR. A decision how this might be accomplished is pending and therefore I am waiting for a decision about his from the Court.

Richard M. Teichner



TEICHNER ACCOUNTING FORENSICS & VALUATIONS, PLLC

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

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8275 S. Eastern Ave., Suite 200
Las Vegas, NV 89123
Phone: (702) 724-2645 Fax: (702) 441-4007 Cell: (702) 467-8335
Email: accountingforensics@gmail.com
Website: accounting-forensics.com

From: Kristine Johnston <krj@draftco.net>
Sent: Friday, June 17, 2022 10:02 AM
To: Jeanne Tarantino <jtarantino@associasn.com>
Cc: Richard Teichner <accountingforensics@gmail.com> <accountingforensics@gmail.com>; AML gsrservice <gsrservice@associasn.com>; Jim Hannon <Jim@draftco.net>; Richard Nicholson <rhn@draftco.net>; Stephanie Johnson <saj@draftco.net>
Subject: GSR UOA

Dear Richard,

I am contacting you on behalf of the CPL/RAFT Unit owners #2012, #2106, #2018, #2110. The hotel special assessment – (assessed in August 2021 and reported on our Oct 2021 statements) was reversed on our statements in Jan 2022.

From Oct 2021 to Dec 2021, our net rental income was being applied to the Special Assessment.

After the 2021 assessment was reversed we were expecting to receive checks with our monthly net rental income.

We have not received net rental payments since October 2021. It is our understanding that the Receiver is collecting the net rental income.

We request that payments of our net rental income be paid immediately. Below is a summary of the amount due.

Please send a check payable to RAFT Company / CPL Investments to: 6 West Fifth Street, Suite 200, St. Paul, MN 55102.

Grand Sierra Resort / Net Rental Income Due to Owner

Unit #	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
#2012	366.23	(8.00)	84.74	(286.27)	311.91	312.77
#2106	542.57	192.54	11.24	(143.10)	279.85	(52.77)
#2108	471.40	82.76	119.87	(169.25)	248.31	(118.64)
#2110	293.75	165.04	193.23	(139.80)	80.91	36.86
Due to Unit Owner	1,673.94	432.33	409.08	(738.41)	920.97	178.21

Thank you.

Kris

Kristine R. Johnston | PAN, Inc. 6 West Fifth Street, Suite 200, St. Paul MN 55102 | 651-290-0549 (office)

CODE: 2175
Jarrad C. Miller, Esq. (NV Bar No. 7093)
Briana N. Collings, Esq. (NV Bar No. 14694)
Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600
Reno, Nevada 89501
Telephone: (775) 329-5600
Facsimile: (775) 348-8300
jarrad@nvlawyers.com
briana@nvlawyers.com

Robert L. Eisenberg, Esq. (NV Bar No. 0950)
Lemons, Grundy & Eisenberg
6005 Plumas Street, Third Floor
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.

**MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION, MOTION FOR
RECONSIDERATION, MOTION FOR CLARIFICATION, OR IN THE
ALTERNATIVE, MOTION TO CONDUCT POST-JUDGMENT DISCOVERY**

COME NOW, Plaintiffs by and through their attorneys of record, the law firms of
Robertson, Johnson, Miller & Williamson and Lemons, Grundy & Eisenberg, and hereby file

MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION, MOTION FOR RECONSIDERATION, MOTION FOR
CLARIFICATION, OR IN THE ALTERNATIVE, MOTION TO CONDUCT POST-JUDGMENT DISCOVERY

1 this Motion for Leave to File Motion for Reconsideration, Motion for Reconsideration, Motion
2 for Clarification, or in the Alternative, Motion to Conduct Post-Judgment Discovery (“Motion”).
3 This Motion is based upon the below memorandum of points and authorities, all exhibits
4 attached thereto, all papers and pleadings on file herein, and any oral argument the Court desires
5 to hear.

6 DATED this 2nd day of January, 2024.

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

11 *And*

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

15 By: /s/ Jarrad C. Miller

16 Jarrad C. Miller, Esq.
17 Briana N. Collings, Esq.
18 *Attorneys for Plaintiffs*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On December 19, 2023, in connection with Defendants’ December 5, 2023 Motion for
4 Clarification Regarding Rotation System Obligations as Contained in the Unit Rental Agreement
5 and Request to Stay Any Contempt Proceedings Pending the Court’s Clarification Order
6 (“Defendants’ Motion”), the Court issued a short order clarifying “that the rotation system only
7 applies to the units in the Hotel Condominium at Grand Sierra Resort previously a part of the
8 GSRUOA not to any other room type that is at the GSR.” (*Id.* at 1:2 to 2:1.) The Order is silent
9 as to several other key issues.

10 Defendants’ Motion concerned the Receiver’s demand that Defendants produce room
11 rental data for Defendants’ rooms outside of the GSRUOA for years 2020 to 2023. This
12 information is critical to determine if Defendants implemented their stated plan to “move high
13 paying cash nights to [non-GSRUOA floors]” because “the Receiver will only look at
14 [GSRUOA] floors (17-24) in evaluating rotation.” Defendants’ stated plan makes a mockery of
15 the receivership and violates the Order Appointing Receiver and Directing Defendants’
16 Compliance (“Appointment Order”), which prohibits Defendants from “interfering with the
17 Receiver, directly or indirectly . . . in management of the Property . . . [d]oing any act which will,
18 or which will tend to, impair, defeat, [or] divert . . . the interest of Plaintiffs in the Property.”
19 (Appointment Order, filed January 7, 2015 at 8:2-22.) Critical to the Receiver’s tasks at hand,
20 the plan of moving high paying cash nights to other floors artificially reduces the room rental
21 revenue for Plaintiffs’ units and deprives Plaintiffs of rental proceeds and the ability to submit a
22 proper appraisal based on an accurate depiction of Plaintiffs’ units’ rental revenue generation.

23 Plaintiffs do not dispute the Court’s determination “that the rotation system only applies
24 to the units in the Hotel Condominium at Grand Sierra Resort previously a part of the GSRUOA
25 not to any other room type that is at the GSR.”¹ Nonetheless, that determination does not resolve
26 the issue of whether the Receiver (or Plaintiffs) can and should review the room data for non-

27
28 ¹ Plaintiffs believe this Motion is a motion for clarification not reconsideration; nonetheless, in an abundance of
cause Plaintiffs’ have pursued both legal theories to preserve their rights.

1 GSRUOA units for years 2020 to 2023 to determine if Defendants did improperly move high
2 paying cash nights to non-GSRUOA units in order to defeat the receivership and devalue
3 Plaintiffs' units. Only a review of the non-GSRUOA unit data will reveal if Defendants
4 implemented their stated plan and, if so, what Plaintiffs' units would have earned from 2020
5 through 2023 in rental revenue had the plan not been executed.

6 As the Court is aware, pursuant to the December 5, 2023 Order, the GSRUOA has been
7 terminated and the Plaintiffs will be submitting an appraisal demonstrating the value of the units
8 as of February 27, 2023, the date of termination of the GSRUOA. The value of the units is in
9 large part a function of the rental revenue and as such, moving high paying cash nights to other
10 floors artificially and nefariously creates a false picture of rental revenue attributable to the
11 GSRUOA units. It is therefore impossible to provide an informed and accurate appraisal for the
12 GSRUOA units without knowing if high paying cash nights were moved to non-GSRUOA floors
13 to reduce revenue earned by the GSRUOA units and, accordingly, those units' value.

14 If the Court will not permit the Receiver to obtain the room data he has requested
15 concerning the non-GSRUOA floors, then the Court should permit Plaintiffs to conduct post-
16 judgment discovery on this limited issue. Without such information in the record, Plaintiffs are
17 effectively precluded from submitting a fact-based appraisal.

18 Plaintiffs respectfully request the Court clarify (or reconsider) its December 19, 2023
19 order and require Defendants to provide the Receiver with room data for non-GSRUOA floors
20 for 2020 to 2023. Importantly, once that information is provided to and analyzed by the
21 Receiver, the Court can then make an informed decision regarding the units' fair market value
22 based upon a complete record rather than proceeding blindly in an ill-informed vacuum of facts
23 that have been manipulated by Defendants. Alternatively, if the Court is not inclined to order
24 Defendants to provide this information to the Receiver, Plaintiffs request that the Court permit
25 post-judgment discovery on the issue so Plaintiffs can prepare and submit an informed appraisal.

26 **II. RELEVANT FACTUAL BACKGROUND**

27 To curtail Defendants' bad acts and fraud for the duration of this litigation, the Court
28 implemented a receivership. Shortly after the Court issued the Appointment Order, Defendants

1 prepared an internal memorandum which outlined a scheme to “[m]ove high paying cash nights
2 to the Concierge level (floors 25-27) or other rooms not on condo floors” because “[t]he
3 Receiver will only look at condo floors (17-24) in evaluating rotation.” (Ex. 1, Condo Transition
4 Plan.) Defendants explicitly intended to thwart the receivership.

5 In or around November 2023, the Receiver requested Defendants provide him with “data
6 on room rates and occupancy for hotel floors 1 through 16 to compare such data with the data for
7 the Plaintiffs’ units,” given the comparisons between the non-GSRUOA floors and the GSRUOA
8 floors. (Receiver’s Revision to Estimate Regarding When Calculations Needed to True-Up
9 Expenses Can Be Completed, filed November 21, 2023 (“Receiver’s Revision”) at 2 fn.2.)
10 Defendants refused this request, stating that such information is not necessary for the Receiver to
11 perform his duties. (Id.; see also Reply in Support of Defendants’ Motion for Clarification
12 Regarding Rotation System Obligations as Contained in the Unit Rental Agreement and Request
13 to Stay Any Contempt Proceedings Pending the Court’s Clarification Order, filed December 18,
14 2023 at 2:21-25.) Defendants then filed Defendants’ Motion, requesting the Court clarify
15 whether the Receiver has authority to obtain and analyze the non-GSRUOA floor data he had
16 requested from Defendants. The Court clarified “that the rotation system only applies to the
17 units in the Hotel Condominium at Grand Sierra Resort previously a part of the GSRUOA not to
18 any other room type that is at the GSR.” (Order, filed December 19, 2023 at 1:2 to 2:1.) The
19 order provided no further clarification or direction to the parties on how to determine accurate
20 rental information given the stated plan of moving high paying cash nights to other non-
21 GSRUOA floors.

22 **III. LEGAL STANDARD**

23 WDCR 12(8) provides, “[a] party seeking reconsideration of a ruling of the court, other
24 than an order which may be addressed by motion pursuant to NRCP 50(b), 52(b), 59 or 60, must
25 file a motion for such relief within 14 days after service of written notice of entry of the order or
26 judgment, unless the time is shortened or enlarged by order.” WDCR 12(8) requires that a party
27 seeking reconsideration do so in accordance with DCR 13(7). DCR 13(7) indicates a matter will
28 only be reheard if leave of court is granted on a motion therefor and notice of the motion is

1 provided to the adverse parties. Accordingly, Plaintiffs in an abundance of caution concurrently
2 request leave of this Court pursuant to DCR 13(7); however, clarification of the order rather than
3 reconsideration could resolve these issues without leave.

4 A district court may reconsider a previously decided issue if substantially different
5 evidence is subsequently introduced or the decision is clearly erroneous. See Masonry Tile
6 Contrs. of S. Nev. v. Jolley, Urga & Wirth, Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (1997)
7 (citations omitted); U.S. v. Real Prop. Located at Incline Vill., 976 F.Supp. 1327, 1353 (D. Nev.
8 1997) (noting a district court can grant a motion for reconsideration in circumstances including,
9 but not limited to, where manifest injustice would result).

10 **IV. ARGUMENT**

11 **A. The Court's Order Did Not Address Important Issues**

12 Plaintiffs do not dispute the order's conclusion: that the rotation program only applies to
13 the GSRUOA. Where the need for clarification (or reconsideration) lies is that the order does
14 not specifically address the crux of the Defendants' Motion. The Defendants' Motion queried
15 the Court as to whether the Receiver had the authority to obtain and consider room rental data for
16 non-GSRUOA floors to determine whether the GSRUOA floors were rented out in a comparable
17 manner (e.g., price and occupancy levels). In the Receiver's own words, because there are
18 comparable "rooms with the same square footage, rooms at the same location on respective
19 floors, and rooms that have been remodeled versus not remodeled," by comparing non-GSRUOA
20 floor data to GSRUOA floor data, the Receiver can determine whether the GSRUOA units have
21 been offered on comparable terms and in a comparable rotation. (Receiver's Revision at 2 fn. 2.)

22 This issue—whether the Receiver can and should consider this data—is not addressed by
23 the Court's order. Instead, the Court's order simply states the rotation program only applies to
24 the GSRUOA units. The Court did not address whether, in determining the accuracy of the
25 rotation program as it has been applied, the Receiver is required to determine if Defendants
26 implemented their plan of moving high paying cash nights to non-GSRUOA floors to defeat the
27 receivership. To properly analyze the rotation program, and to arrive at "accurate rental
28 information," the Receiver must determine whether Defendants fulfilled their nefarious plan:

1 **YES—SHOULD DO**

2 1. Move high paying cash nights to the Concierge level
3 (floors 25-27) or other rooms not on condo floors. The Receiver
 will only look at condo floors (17-24) in evaluating rotation.

4 (Ex. 1, emphasis in original.) Accordingly, the Court’s order requires clarification or
5 reconsideration in that it does not address the critical issue of whether the Receiver can and
6 should obtain and analyze data for the non-GSRUOA floors to determine whether Plaintiffs’
7 units were fairly and properly offered for rent under the Governing Documents and the
8 Appointment Order.

9 **B. The Receiver Has Authority to Review Non-GSRUOA Floor Data**

10 The Appointment Order authorizes the Receiver to “review and/or take control of . . . all
11 the records, . . . , books and accounts of or relating to the Property which refer to the Property, . .
12 . . , the rent or liabilities pertaining to the Property.” (Appointment Order at 2:21-25.) The
13 “Property” is expressly defined as “all condominium units, including units owned by any
14 Defendant in this action.” (*Id.* at 1:27-28.) Moreover, Defendants are specifically precluded
15 from “[d]oing any act which will, or which will tend to, impair, defeat, divert, prevent or
16 prejudice . . . the interest of Plaintiffs in the Property.” (*Id.* at 8:10-11.)

17 In line with this authority and other obligations set forth in the Appointment Order, the
18 Court has ordered the Receiver to provide “accurate rental information as well as the recalculated
19 fees.” (Order, dated March 27, 2023 at 2:1-2.) The Receiver’s providing of accurate rental
20 information certainly requires the Receiver to determine whether the GSRUOA units, including
21 Plaintiffs’ units, were offered at comparable rates, availability, and other terms as the non-
22 GSRUOA units. The only way to determine this is for the Receiver to obtain and analyze the
23 rental information he has now requested and been denied for the non-GSRUOA floors.

24 Moreover, there will not be an accurate record in this case without the production and
25 analysis of the room data from the other non-GSRUOA floors. The Court is well acquainted
26 with Defendants’ numerous fraudulent actions in this matter, so Plaintiffs will not belabor the
27 factual history here. However, it is critical that, in light of this blatant fraud, the Receiver not be
28 constrained to Defendants’ carefully crafted nefarious plan to move revenue away from

1 Plaintiffs' units. Stated another way, to determine whether Defendants followed through on their
2 devious scheme to defraud the Receiver, the Receiver must look beyond where such fraud would
3 have been perpetrated.

4 **C. Plaintiffs Cannot Submit a Proper Appraisal Without Such Data**

5 The Court has ordered that, after the Receiver provides "accurate rental information as
6 well as the recalculated fees," that "Plaintiffs have 30 days to provide their appraisal." (Order,
7 filed March 27, 2023 at 2:1-3.) This contemplated appraisal arises from the Court's December 5,
8 2022 Order whereunder the Court allowed Defendants to terminate the GSRUOA and allowed
9 for the units to be sold at fair market value and pursuant to Nevada law. (Order, filed December
10 5, 2022.) The Court also provided within that order, that the units would not be sold until a
11 further order setting forth the "procedure for determination of the fair market value of Plaintiffs'
12 units" is entered. (*Id.* at 7:19-23.) Such procedure undoubtedly includes an appraisal from
13 Plaintiffs for their units. Indeed, this competing appraisal was specifically contemplated by the
14 Court's December 5, 2022 Order. (*Id.* at 7:24-27.)

15 The income generated by Plaintiffs' units, or which should have been generated by
16 Plaintiffs' units had Defendants not thwarted the receivership, is critical to the appraisal of the
17 units. In order to provide an accurate appraisal, then, Plaintiffs (either independently or through
18 the Receiver) must be allowed to analyze the comparability of the non-GSRUOA units and the
19 GSRUOA units. Namely, whether the two categories of units were offered on comparable terms
20 and, importantly, whether Defendants followed their stated scheme to move high paying cash
21 nights to non-GSRUOA floors. (Ex. 1.) Plaintiffs should not be hamstrung in presenting an
22 appraisal nor be further victimized by additional bad acts perpetrated by Defendants.

23 While Plaintiffs want nothing more than to bring this case to conclusion, the review of
24 the non-GSRUOA floors is a necessary step in the proper procedure for the Receiver to provide
25 "accurate rental information" so Plaintiffs can submit an informed appraisal to the Court for
26 consideration. The Court may ultimately reject conclusions based upon the requested
27 information from the non-GSRUOA units from 2020 through 2023; however, the Court would be
28 doing so based upon a complete record, rather than being constrained to Defendants' self-created

1 universe that they have manipulated to devalue Plaintiffs' units. Therefore, to prepare an
2 accurate and meaningful appraisal for Plaintiffs' units, the non-GSRUOA floor data must be
3 provided by Defendants.

4 **D. Alternatively, Plaintiffs Should be Permitted to Conduct Post-Judgment**
5 **Discovery into the Room Data**

6 On May 23, 2023, the Court ordered that “[p]ost judgment discovery or specific
7 discovery related to dissolution and receivership issues are available and may be specifically
8 requested with Court authorization.” (Order, filed May 23, 2023 at 2:13-14.) Further, Nevada
9 law allows litigants to obtain “discovery regarding any nonprivileged matter that is relevant to
10 any party’s claims or defenses. . . .” NRCP 26(b)(1). The information regarding non-GSRUOA
11 floors is critical to the issues now being litigated, i.e., the accurate rental information for
12 Plaintiffs’ units and corresponding appraisal. If the Court is not going to require Defendants to
13 produce the information to the Receiver, Plaintiffs should be permitted to conduct post-judgment
14 discovery to obtain this information.²

15 **V. CONCLUSION**

16 Plaintiffs do not disagree with the Court’s determination that the rotation program, as set
17 forth in the Governing Documents, pertains only to the GSRUOA units. However, the Court’s
18 order ends the analysis there, leaving critically important issues unresolved. The issue that
19 requires resolution is whether the Receiver can obtain and analyze data from the non-GSRUOA
20 floors to determine the accurate rental information for the GSRUOA units. The Receiver’s
21 rental information would not be accurate if Defendants nefariously moved high paying cash
22 nights to other floors, as they have stated. At a minimum, the information should be analyzed so
23 that the Court can make informed decisions as to the fair market value of the GSRUOA units
24 based on a complete record.

25 Plaintiffs therefore request the Court to grant this Motion and clarify (or reconsider) its
26 order by addressing the aforementioned issue. Alternatively, if the Court is not inclined to do so,

27
28 ² Providing the Receiver with the requested data for the non-GSRUOA floors rather than obtaining the same result
by allowing Plaintiffs to conduct this discovery would likely expedite this task.

1 the Court should allow Plaintiffs to obtain post-judgment discovery on the non-GSRUOA floors
2 room rental data for years 2020 to 2023.

3 **AFFIRMATION**

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

6 DATED this 2nd day of January, 2024.

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

10 *And*

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

13 By: /s/ Jarrad C. Miller

14 Jarrad C. Miller, Esq.
15 Briana N. Collings, Esq.
16 *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 2nd day of January, 2024, I
5 electronically filed the foregoing **MOTION FOR LEAVE TO FILE MOTION FOR**
6 **RECONSIDERATION, MOTION FOR RECONSIDERATION, MOTION FOR**
7 **CLARIFICATION, OR IN THE ALTERNATIVE, MOTION TO CONDUCT POST-**
8 **JUDGMENT DISCOVERY** with the Clerk of the Court by using the ECF system which served
9 the following parties electronically:

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13 5th Floor Executive Offices
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22
23 /s/ Briana N. Collings

24 An Employee of Robertson, Johnson, Miller & Williamson

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EXHIBIT INDEX

Ex. No.	Description	Pages
1	Condo Transition Plan	2

EXHIBIT “1”

EXHIBIT “1”

Condo Rotation Opportunities

Overview

There are 670 Condo units. Today we have 7 units not in the rental program (663 units in the program). GSR owns 487 condos and third party owners own 183 condos. Out of the 176 condo owners in the rental program, 92 owners currently have signed the original contract (equitable rotation) and 84 owners currently have signed the 2011 contract (GSR rents first).

Potential GSR Hotel Impact

On March 16 we had 46 units join the program. So if occupancy/rates stays the same and if we rent condos on an equitable basis, we would expect a 7% decline in revenue (\$800k impact in Hotel revenue). Additional weekend revenue will offset this impact by \$300k (Assume – 46 units x 2 nights x 52 weeks x \$150 rate less daily use and revenue split= \$300k), so net impact we should expect is \$500k (ignoring F&B, Gaming, and Other revenues). With increased occupancy this “hit” will be masked but there is still underlying risk/issues.

Receiver

One of the court appointed Receiver tasks is to enforce rental agreements, so he is looking for an evaluation model. The original contract has quite a few “outs” and leaves customer preference open. More than likely the judge will give more insights on how to enforce the contract when his ruling is given.

Revenue Enhancement Thoughts

To alleviate the risk of lost hotel revenue – here are some thoughts:

YES – SHOULD DO

1. Move high paying cash nights to the Concierge level (floors 25-27) or other rooms not on condo floors. The Receiver will only look at condo floors (17-24) in evaluating rotation.
2. Audit / Recommend / Update Room Type. This would allow us to identify owned rooms and what rental program the third party owners are in. Then we would have the ability to manage room assignments at front desk if we did not use Jun’s system.

MAYBE – NEED TO EXPLORE

3. Jun’s / IT’s weighting system. Should we use this to enforce rental programs? Can this program be changed to be more efficient?
4. Upgrades. Since the receiver is looking at Gross revenue spread, these should probably just be spread evenly as well. Can we do something differently with upgrades to maximize our revenues?
5. Room Segments. What are the average rates by room segment in the condo units? Can we drive better segments to GSR owned rooms and still fall with the rotation guidelines?

NO – DO NOT DO

6. 2011 Rental Program – can we implement and fill our rooms first? Per Lawyers recommendation – do not change anything until lawsuit is finalized.
7. Comp Rooms. Should we push comps to third party condos? Hard cash outlay but then we get the higher cash nights. Receiver will look at Gross revenue spread so this may be a mute-point.

Condo Transition Plan

1) Condo Purchases – Anita Thomas

Anita Thomas would be the point person coordinating condo purchases and related items with Alex, Steve W, Ben, and Jay-Dee Akee. Jay-Dee has been our realtor who has helped us purchase the 145 units thus far. Anita would coordinate the strategy and offer price range with Alex, Steve, and Ben. Anita would then work with Jay-Dee in contacting owners and negotiating sale prices. Duties include:

- a) Non-Plaintiffs Purchases: determine strategy, contact owners, negotiate prices, finalizing transactions {est. 200 hours total (50 hours for admin and then purchase 50 @ 3 hours/each)}
- b) Auctions: Ensure GSR participates in every HOA foreclosure, Tax Sale, or Bank foreclosure (Anita with Jay-Dee) {est. 100 hours/year (depends if units are being foreclosed)}
- c) Quiet Title Actions: Anita to work with Ben on clearing title to previously purchased units {est. 15 hours total}
- d) Future Plaintiff Purchases / Deed work: Depending on legal outcome, handle purchases of plaintiff units and handle deed issues when HOA is disbanded (CC&Rs will have to come off all property deeds). {est. 200 hours total}

2) Capital Spend – Aaron Hartwig

Aaron Hartwig needs to be completely informed on how condo reserves work and to manage the reserves and accounting associated with these projects. Duties include:

- a) Historical Capital Analysis: Evaluate what was spent in the past and compare to Reserves drawdowns. Present findings to Receiver and adjust balances to supported analysis. {est. 80 hours total}
- b) Capital Process: Work with Receiver on process related to ongoing Capital projects: notification, approval, reserve adjustments as required. {est. 5 hours/month}
- c) Capital Reserve Study: Monitor and update Capital Reserve studies as needed. Submit proper documents to Real Estate division. {est. 15 hours/year}
- d) Capital Budget: Complete annual budget and reporting as required {est. 5 hours/year}

3) Condo Administration/Analysis – Aaron Hartwig

Devan Walker oversees Accounts Receivable (Bobbie Walsh and Miriam Freeman). Bobbie and Miriam have the best historical knowledge and handles the administration of the rental program today (monthly billings, statements, and collections). Aaron Hartwig will lead these efforts with support from Devan, Bobbie, and Miriam. Ben Vega will also be heavily involved in these activities. Duties include:

- a) Legal Analysis: Understand the legal analysis that has been completed to date and assist our legal counsel in analysis on condo case issues. {est. 8 hours to transition – ongoing time dependent on case}
- b) Receiver Coordination: Coordinate efforts with the court appointed Receiver while keeping our legal counsel informed. Assist the Receiver in understanding and presenting condo information that is accurate. {est. 5 hours/month}
- c) Operations Coordination: Work with Hotel operations to implement rotation program as called out in agreements. {est. 20 hours total}
- d) Annual Budget: Complete annual operating budget and coordinate with Capital budget to present overall budget to owners. {est. 40 hours/year}

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Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

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

Defendants.

ORDER GRANTING IN PART PLAINTIFFS' FEES

Based upon the analysis set forth in the Court's Order filed October 3, 2023, the Court awards to Plaintiffs attorneys' fees in the amount of **\$100,942.13**, based on the below table for hours expended in preparing for and attending the trial:

<u>Attorney/Timekeeper</u>	<u>Awarded Rate</u>	<u>Awarded Hours</u>	<u>Total Awarded Fees</u>
Jarrad C. Miller, Esq.	\$315	258.7	\$81,490.50
Richard D. Williamson, Esq.	\$295	0.3	\$88.50
Briana N. Collings, Esq.	\$275	134.2	\$36,905.00
General Paralegal	\$135	1.3	\$175.50
Robert L. Eisenberg, Esq.	\$500	28.6	\$14,300
		Total:	\$132,959.50
	<u>Total Awarded (75%)</u>		<u>\$99,719.63</u>

And the following table for preparing the orders arising from the order to show cause trial:

<u>Attorney/Timekeeper</u>	<u>Awarded Rate</u>	<u>Awarded Hours</u>	<u>Total Awarded Fees</u>
Jarrad C. Miller, Esq.	\$315	1	\$315.00
Briana N. Collings, Esq.	\$275	3.3	\$907.50
	<u>Total Awarded (100%)</u>		<u>\$1,222.50</u>

Defendants shall pay such amount to Plaintiffs within 20 days of entry of this order.

IT IS SO ORDERED.

DATED this 4 day of January, 2024.


 THE HONORABLE ELIZABETH G. GONZALEZ
 (RET.)

Submitted by:

ROBERTSON, JOHNSON,
 MILLER & WILLIAMSON

/s/ Briana N. Collings

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

ALBERT THOMAS, et al.,

Plaintiffs,

v.

Case No. CV12-02222
Dept. No.: OJ37

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 through X
inclusive,

Defendants.

**DEFENDANTS' MOTION FOR FINAL
ACCOUNTING, TERMINATION OF
RECEIVERSHIP AND APPROVAL OF
SALE OF CONDOMINIUM HOTEL**

1 MEI-GSR HOLDINGS, LLC, AM-GSR HOLDINGS, LLC, and GAGE VILLAGE, LLC
2 (collectively “Defendants”) move for a Final Accounting, Termination of Receivership and
3 Approval of Sale of Condominium Hotel (the “Motion”). This Motion is brought pursuant to NRC
4 66, this Court’s Order of December 5, 2022, NRS Chapter 116 and is based upon the points and
5 authorities and exhibits attached hereto and all pleadings and papers on file herein.

6
7 Dated: February 12, 2024.

8
9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I. BACKGROUND**

11 Since October 2021, the Defendants have been attempting at various times to conduct a vote
12 of termination and sale of the Grand Sierra Resort Condominium Hotel as a whole under NRS
13 Chapter 116 and the Seventh Amendment to Condominium Declaration of Covenants, Conditions,
14 Restrictions and Reservations of Easements for Hotel-Condominiums at Grand Sierra Resort
15 (“Seventh Declaration”). **Exhibit 1.** On December 5, 2022, this Court ordered that “the Grand
16 Sierra unit owners are allowed to proceed with their vote to terminate the GSRUOA and election
17 to sell the Property as a whole.” *Order, December 5, 2022, p. 7, ll. 10-12.* This Court further
18 ordered that “prior to a sale of the Property as a whole, the Court shall enter an order on motion to
19 terminate...the Receivership that addresses the issues of payment to the Receiver and his counsel,”
20 as well as the “the scope of the wind-up process of the GSRUOA.” *Order, December 5, 2022, p. 7,*
21 *ll. 13-17.*

22 On January 18, 2023, at a meeting noticed to all Unit Owners on December 27, 2022, more
23 than 83 % of the Units Owners voted for termination of the Condominium Hotel. **Exhibit 2.** On
24 January 25, 2023, the Receiver was sent an Agreement to Terminate the Condominium Hotel by
25 NRS 116.2118(2), which states that “an agreement to terminate must be evidenced by the execution
26 of an agreement to terminate...” *NRS 116.2118(2).* This “Agreement to Terminate” was executed
27 by all required parties to satisfy the statute of frauds and NRS 116.2118(2) in January, 2023. The
28

Receiver Richard Teichner, executed the agreement in February, 2023, after the Court issued an order directing the Receiver to execute the Agreement to Terminate. **Exhibits 3 and 4.**

This motion is a follow-up to the prior order stating that the motion to terminate Receivership was premature; this motion is also a roadmap to wind-up the Receivership and provide a mechanism to (1) pay the Receiver (2) pay his attorney, (3) effectuate a sale of the Grand Sierra Condominium Units and (4) distribute the proceeds. To the extent that anyone believes this is a “rehearing” of a previous motion pursuant to DCR 13(7), the undersigned would point out that the matters herein have never been “disposed of” pursuant to DCR 13(7), and if this Court believes leave of Court is required, we respectfully request such to dispose of these current issues.

II. LAW AND ANALYSIS

As noted in this Court’s December 5, 2022, Order, 80% of GSRUOA Unit Owners may vote to terminate the association and force the sale of all units under section 9.1 of the Seventh Declaration. On January 18, 2023, the Hotel Unit Owner, together with 560 Unit Owners out of 670 Unit Owners voted to terminate and sell the Condominium Hotel. **Exhibit 2.** Significantly, the decision to terminate and the election to sell is binding on **all** Unit Owners, and it “shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.” *Declaration, Section 9.1* (emphasis added). The December 5, 2022, Order also states in pertinent part:

- i. “prior to a sale of the Property as a whole, the Court shall enter an order on motion to terminate and or modify the Receivership that the addresses...the scope of the wind up process of the GSRUOA to be overseen by the Receiver...” *Order December 5, 2022, p. 7, ll. 13-16.* This current motion is the second motion to terminate.
- ii. “no sale of the units at GSRUOA or the property rights related to the GSRUOA shall occur until further order of this Court which includes a process for the resolution of any retained claims by Plaintiffs and procedure for the determination of fair market value of Plaintiffs’ units under NRS 116.2118 et seq.” *Id, p. 7, ll. 19-22.*

1 iii. “this Court shall provide supervision of the appraisal process of the units in order to
2 assure that Plaintiffs are provided an opportunity to submit their own appraisal of
3 their respective units for consideration and determination of the fair market value of
4 the units and their allocated interests.” *Id.*, p. 7, ll. 24-28.

5 iv. “IT IS FURTHER ORDERED that Defendants and anyone acting on their behalf
6 are restrained from transferring, selling or otherwise alienating, the units at
7 GSRUOA or the property rights related to the GSRUOA and the units which
8 currently compose GSRUOA pending further order of the Court.” *Id.*, p. 8, ll. 1-4.

9 **A. Wind-Up of Non-Profit Corporation.**

10 GSRUOA was incorporated under NRS 82 as a nonprofit entity. *See*, **Exhibit 5**, GSRUOA
11 Nonprofit Articles of Incorporation, 12/6/2006, Doc. 00001108803-01. Pursuant to NRS
12 82.436(1), a nonprofit corporation may “sell all of its property and assets...” NRS 82.446 states in
13 pertinent part:

- 14 1. A corporation may be dissolved and its affairs wound up voluntarily by the written
15 request of a majority of the members and any person or superior organization whose
16 approval is required by a provision of the articles authorized by NRS 82.091. The
17 request must...c) name three persons who are members to act as trustees in
18 liquidation and in winding up the affairs of the corporation.

19 Termination of the GSRUOA is allowed under NRS 82.446 as well as Section 9.1 of the
20 Seventh Declaration, with either a voluntary written request by the majority of members or a vote
21 of more than 80% of the Unit Owners, to terminate the nonprofit corporation. In addition, NRS
22 116.2118 provides for the process of terminating a common interest community. Here, the Court-
23 appointed Receiver is also required to approve the Agreement to Terminate, and that Agreement
24 was provided for his signature on January 25, 2023. **Exhibit 3**. The request to voluntarily wind-
25 up the affairs of the nonprofit corporation must be filed with the Nevada Secretary of State. NRS
26 82.446(2). To meet the statutory requirements of NRS 82.446 which requires three individuals to
27 be chosen to act as trustees for the nonprofit GSRUOA in liquidation, the undersigned suggest the
28 Receiver and two GSRUOA board members act to wind-up the GSRUOA, facilitate the sale of the
Units, pay the Receiver and his attorney, and distribute the remaining proceeds. NRS 82.451

1 provides that “a certificate filed pursuant to this section is effective at the time of the filing of the
2 certificate with the Secretary of State or upon a later date and time specified in the certificate, which
3 date must not be more than 90 days after the date on which the certificate is filed.” *NRS 82.451(4)*.

4 NRS 82.461 states in pertinent part:

5 The directors, trustees, receivers or those persons appointed or authorized to act in
6 liquidation of a dissolved corporation shall:

- 7 1. Wind up the corporation;
- 8 2. Realize upon its assets;
- 9 3. Pay its debts; and
- 10 4. Distribute the residue of its money and property as follows:
 - 11 a. Assets held by the corporation on the condition that upon dissolution they
12 be returned transferred or conveyed must be returned, transferred or
13 conveyed as required.

14 A corporation dissolved under NRS Chapter 82, as well as the directors, trustees, creditors
15 and receivers have all the rights, duties and liabilities they have with respect to dissolved
16 corporations governed by NRS Chapter 78. *NRS 82.456(2)*.

17 The January 18, 2023, vote and Agreement to Terminate under Section 9.1 of the Seventh
18 Declaration requires that Unit Owners, the Hotel Unit Owner and the GSRUOA sell all Units and
19 terminate the Association. At this point, the GSRUOA, through the Receiver should begin the
20 process of dissolution under NRS Chapter 82 with the Nevada Secretary of State.¹ As stated in
21 NRS 82.461, even after GSRUOA is terminated and dissolved, the Court, the Receiver and “those
22 persons authorized to act in liquidation” have the duties to wind-up, pay debts and distribute money
23 and property to the rightful parties. *NRS 82.461*.

24 In Nevada a corporation exists post-dissolution for prosecuting and defending suits,
25 actions, proceedings and claims of any kind or character arising before its
26 dissolution by or against it and of enabling it gradually to settle and close its
27 business, to collect and discharge its obligations, to dispose of and convey its
28 property and to distribute its assets.

Canarelli v. Dist. Ct., 127 Nev. 808, 814, 265 P.3d 673, 677 (2011). In other words, even after the
dissolution, the GSRUOA will continue to exist to resolve any obligations, conclude any pending

¹ The Certificate of Dissolution/Withdrawal of a non-profit corporation may be found at
<https://www.nvsos.gov/sos/home/showpublisheddocument/6585>

1 litigation, sell or dispose property and to distribute any remaining assets. *Id* 127 Nev. at 814. This
2 means that the winding-up process pursuant to NRS Chapter 82 will include concluding the *Thomas*
3 litigation. The final judgment in this matter was filed on February 2, 2023. **Exhibit 6.** In addition,
4 the Receiver (unless removed see *infra*) will “oversee” the sale of the Units in accordance with
5 NRS Chapter 116 and is responsible for resolving any “obligations,” which includes collections.
6 *Id.* Under NRS 116.3115 and the Seventh Declaration, Unit Owners are responsible for
7 assessments levied against them that pay for common expenses and adequately fund the reserves.
8 *NRS 116.3115.* In addition, GSRUOA “shall have no authority to forebear the payment of
9 assessments by any Unit Owner...” *Declaration, § 5.6 (g).* This means that even after the
10 dissolution of the GSRUOA, already levied assessments are obligations that must still be collected
11 as part of the wind-up process.

12 The GSRUOA will also be responsible for selling and disposing of the property after the
13 termination. *Canarelli*, 127 Nev. at 814. This includes the completion of the nonjudicial
14 foreclosure sale of the 13 Units that the GSRUOA commenced in October 2021. **Exhibit 7.** Rather
15 than proceeding through an efficient nonjudicial foreclosure process with these 13 Units (Units
16 1714, 1715, 1720, 1749, 1750, 1755, 1757, 1773, 1778, 1780, 1781, 1791, 1828) who have not paid
17 their GSRUOA assessments in more than 3 years, the Receiver held up the notice of sale after the
18 October 2021 default because he did “not want the GSR to obtain any more Units.” **Exhibit 8.**
19 After multiple parties explained to the Receiver that the Sale of the 13 Units owned by Shepard
20 Mountain Investments that were multiple years in default would result in revenue to the GSRUOA
21 that he could use to pay his invoices, the Receiver finally authorized the noticing of the foreclosure
22 sale for all of the 13 Units to be held on December 28, 2022. **Exhibit 9.**

23 Unfortunately, this foreclosure sale upon the default that had been entered more than a year
24 previously and “all sales of Units” were halted by the Court’s Order of December 5, 2022. The
25 Receiver instructed the collection company to not conduct the sale scheduled for December 28,
26 2022, but now as part of the wind-up process since the condominium hotel has been terminated, the
27 Court should order, and the Receiver should authorize and immediately notice, the foreclosure sale
28 to complete the nonjudicial foreclosure process. After the nonjudicial foreclosure sale of those 13

Units, it is estimated that approximately \$100,000.00 will be distributed back to the GSRUOA after the GSRUOA liens and other liens are satisfied. **Exhibit 8.** In addition, there are other non-parties who have expressed interest in selling their units or in filing bankruptcy throughout 2023. However, based upon the language of the December 5, 2022, Order, Defendants have been “restrained from transferring, selling or otherwise alienating” any unit that was ever related to the GSRUOA condominium program, which has damaged both Defendants and non-parties.

This Court’s order of December 5, 2022, also contemplates a sale of the condominium hotel property “as a whole” under NRS Chapter 116. But unlike many common interest communities, the common elements are owned not by the GSRUOA but by the Unit Owners as tenants in common. *Seventh Declaration*, § 3.2. Ultimately, all of the components of the property being sold under the *Seventh Declaration* § 9.1 are the property of the Unit Owners—interest in Unit and Common Elements— and the Hotel Unit Owner, so this part of the wind-up process is inapplicable given the Court-ordered sale as a whole under NRS Chapter 116 with oversight by the Court and a Receiver.

B. Sale of Condominium Hotel Units.

The fully executed Agreement to Terminate states:

1. Following termination of the Condominium Hotel, all of the common elements, shared components, and units of the Condominium Hotel shall be sold pursuant to the terms of a subsequently drafted Agreement for Sale of Condominium Hotel Interests and further Court Order from the Second Judicial District Court of the State of Nevada in and for the County of Washoe in case no. CV12-02222 (“Receivership Action.”). Pursuant to NRS 116.2118(5), approval of the yet to be drafted Agreement for Sale of Condominium Hotel Interests must take place at a meeting and receive approval from the Hotel Unit Owner and 80% of the Units’ Owners....
4. ...As long as the Association holds title to the real estate, each of the Unit Owners shall have a right of occupancy as provided in the Declaration and during that period of occupancy, each of the Units’ Owners shall remain liable for all assessments, shared expenses and other obligations imposed on Units’ Owners by applicable Nevada law or the Declaration.

Agreement to Terminate p. 2, attached as **Exhibit 3**. Now that the vote to terminate has occurred and the Agreement to Terminate has been executed by all parties including the Receiver since

February, 2023, the next step is to execute the Agreement for Sale of Condominium Hotel Interests. The proposed agreement under the Seventh Declaration, Court Orders and NRS Chapter 116 is attached as **Exhibit 12**. As set forth in the Agreement for Sale, the seller is the GSRUOA by and through Receiver Teichner because after the January 18, 2023 affirmative vote of not less than 80% of the Units' Owners, the Condominium Hotel, the Association and the Seventh Declaration were terminated pursuant to the terms of the Agreement to Terminate and the Seventh Declaration.² The purchaser of the property interests as a whole is Summit Units Acquisition, LLC, a Nevada LLC in good standing formed in September 2021. **Exhibit 13**.

NRS 116.21183 sets forth the rights of creditors following termination:

1. Following termination of a condominium...creditors of the association holding liens on the units which were recorded before termination, may enforce those liens in the same manner as any lienholder. All other creditors of the association are to be treated as if they had perfected liens on the units immediately before termination...

Under NRS 116.21185, the respective interests of the units' owners following termination are:

...the fair market values of their units, allocated interests and any limited common elements immediately before the termination, as determined by one or more independent appraisers...the decision of the independent appraisers must be 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...

As this Court is aware, when the Defendants began the process to terminate the condominium program in 2021, they obtained approval for the retention of an independent appraiser from a majority of the Board of Directors of the GSRUOA, but not from the Receiver, who has, to the best of Defendants' knowledge, not named or approved any appraiser as of the date of this motion. **Exhibit 8**. Per NRS Chapter 116, the "Association" is to choose an appraiser. *NRS 116.2118*. In 2021, the Association was still acting through the Board of Directors pursuant to the

² NRS 116.2118(5):..."if any real estate is to be sold following termination, title to that real estate, upon termination, vests in the association as trustee for the holders of all interests in the units. Thereafter, the association has all powers necessary and appropriate to effect the sale....as long as the association holds title to the real estate, each unit's owner and his or her successors in interest have the exclusive right to occupancy of the portion of 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. (Emphasis added.)

1 Governing Documents. At that time, the Receiver has refused to perform any work in this matter
2 for approximately one and a half years. **Exhibit 10.**

3 Recognizing that the Defendants and the GSRUOA Board chose Appraiser William
4 Kimmel, and that the Receiver has refused to act, the Court indicated “this Court shall provide
5 supervision of the appraisal process of the units in order to assure that Plaintiffs are provided an
6 opportunity to submit their own appraisal of their respective units for consideration and
7 determination of the fair market value of the units and their allocated interests.” *Order of December*
8 *5, 2022, p. 7, ll. 24-27.* The appraisal report dated October 25, 2021, was provided to all Unit
9 Owners when Defendants first sought to terminate the condominium units. The appraisal report was
10 completed by William Kimmel, MAI, SREA, Certified General Appraiser, who certified the
11 appraisal report of the condominium units at the GSR under the Uniform Standards of Professional
12 Practice. **Exhibit 14.** Mr. Kimmel received his undergraduate degree in economics from Stanford
13 University, and has been qualified as an expert in district courts in Washoe, Clark, Carson, Lander,
14 Lyon, Humbolt, Elko and Douglas Counties in Nevada, as well as multiple jurisdictions outside of
15 Nevada. **Exhibit 14.** In October 2021, according to Appraiser Kimmel, “the average market value
16 of a hotel condominium unit at the Grand Sierra Resort as of a current date, October 25, 2021, is
17 \$25,000 and up to \$30,000 for the larger suites, but only if sold to AM-GSR Holdings, LLC or a
18 related entity of Grand Sierra Resort.” **Exhibit 14.** A complete list of the condominium hotel units,
19 ownership and appraised value as of October, 2021, is attached as **Exhibit 15.**

20 In December 2022, Defendants requested Mr. Kimmel to update his October 2021, report
21 given that the information was more than a year old. **Exhibit 16.** Mr. Kimmel’s updated report
22 dated December 19, 2022 is based on the most recent sales in 2022 before the Court stopped all
23 sales and foreclosures on December 5, 2022. **Exhibit 16.** Mr. Kimmel’s updated report states: “as
24 indicated and discussed in detail in the October, 2021 value, there is no evidence of any outside
25 demand, but based on the actual sales that have occurred in the latter part of 2022, it is my judgment
26 that the ranges in value as contained in the October 28, 2021, report would support a 20% reduction
27 in value.” **Exhibit 16.** A complete list of the condominium hotel units, ownership and appraised
28

1 value as of December 19, 2022, is attached as **Exhibit 15**. The values now range between
2 \$20,000.00 (405 square feet) to \$24,000.00 for larger square footage Units. **Exhibit 15**.

3 On June 13, 2023, the Plaintiffs had an inspection of the GSRUOA units by their own
4 independently hired appraiser. **Exhibit 17**. NRS 116.2185(1) is clear that the interests of the
5 individual unit owners are “the fair market value of their units, allocated interests, and any limited
6 common elements *immediately before the termination*.” *NRS 116.21185(1)*.³ By statute, Plaintiffs
7 may only offer a competing valuation if they reached 25 percent disapproval threshold. NRS
8 116.21185.

9 As set forth in the Agreement of Sale and NRS 116.2118, the Purchase Price stems from an
10 independent appraisal approved by the Court here, less the \$400 Assessment due from each Hotel
11 Unit to pay all amounts owed to the Receiver and his attorney Stefanie Sharp. **Exhibit 12**, p. 3.
12 Upon the Execution of the Purchase Agreement by the Seller and Buyer, Summit Units Acquisitions
13 LLC (Buyer) will deposit \$100,000.00 earnest money at First Centennial Title Company (“Title
14 Company.”) Under NRS 32.310(1), “with court approval, a receiver may engage an attorney,
15 accountant, appraiser...broker or other professional to assist the receiver in performing a duty or
16 exercising a power.” *NRS 32.310(1)*. The next phase after the termination, the “sale” of the property
17 as a whole requires real-estate expertise and an experienced title-company as an independent escrow
18 holder. The Trustee Sale Guarantees/Title Guarantees were ordered and produced by First
19 Centennial Title Company on October 1, 2021, and then the “Endorsements” or updated title
20 guarantees were produced by First Centennial Title Company on December 13, 2022. This is a
21 required step for all Units owned by third-parties so that they can be put on notice of the impending
22 sale under NRS 116. First Centennial Title has handled approximately 100 sales, has prepared the
23 Title Guarantees and is intimately familiar with the unique challenges of this project. **Exhibit 8**. It
24 is critical that an experienced, bonded, third-party independent escrow company handle the funds,
25 disbursements, liens, title insurance and claims with Court supervision. This will ensure that this
26 complex transaction and the disbursements will be accurate and non-biased. As discussed below,

27 ³³ The Plaintiffs confirm their position that the valuation of the Units is to occur immediately before termination was
28 recorded in this matter on February 27, 2023. *See Motion for Clarification and Instructions to Receiver filed*
12/29/23, pp. 1 and 6; See also, Reply in Support of Motion for Instructions to Receiver filed 1/23/24, pp. 3 and 4.

1 the meeting to approve the sale should be scheduled as soon as possible. The meeting packet will
2 include notice of a Member Meeting to vote on whether to approve the sale. If the sale is approved
3 by not less than eighty percent (80%) of the members, under Article 9.1 of the Seventh Declaration,
4 written notice of the decision to sell must be provided to each First Mortgagee within 10 days after
5 the meeting in which the sale is approved. *Seventh Declaration, Sec. 9.1*. The notices will be
6 provided as required, and if the First Mortgagee claims the proceeds of the sale and the Unit Owner
7 disputes, the funds will be segregated to allow the resolution of the dispute without delaying the
8 process for other unit owners. **Exhibit 3**.

9 After the Court approves the Agreement for Sale (**Exhibit 12**), another meeting must be set
10 and a meeting noticed to approve the sale contract and appraisal(s). *NRS 116.2118(5)* (“The
11 association...on behalf of the units’ owners,, may contract for the sale of real estate in a common-
12 interest community, but the contract is not binding on the units’ owners until approved pursuant to
13 subsections 1 and 2...Proceeds of the sale must be distributed to units’ owners and lienholders as
14 their interests appear in accordance with NRS 116.21183 and 116.21185.”). NRS 116.21185 states:

15 ...the respective interests of units’ owners are the fair market values of their units,
16 allocated interests, and any limited common elements immediately before the
17 termination, as determined by one or more independent appraisers...The decision of
18 the independent appraisers must be distributed to the units’ owners and becomes
25 percent of the votes in the association are allocated...

19 *NRS 116.21185*. Here, the value of the independent appraiser William Kimmel was provided to all
20 Unit Owners initially in October of 2021, and again in December 2022, and on February 10, 2023.

21 **Exhibit 8**. This Court provided that Plaintiffs could hire their own appraiser to determine fair
22 market value of the Units in its order of December 5, 2022.⁴ Plaintiffs’ appraiser did his inspection
23 of the condominium units and property as requested by the Plaintiffs on June 13, 2023. As of the
24 date of this writing, there has been no appraisal put forward by Plaintiffs. **Exhibit 8**. It is also
25 important to note that because Defendants own approximately 84% of the Units (560 ÷ 670),
26

27
28 ⁴ See footnote 3, above—Defendants reserve all rights to address all issues raised within their appeal including the
Court’s jurisdiction to oversee or conduct the sale or to otherwise modify statutory processes.

1 Plaintiffs cannot meet the statutory threshold of “25 percent” of the allocated votes necessary to
2 disapprove of the appraisal of William Kimmel. Nonetheless, the Court determined that the
3 Plaintiffs could provide a competing appraisal, and even though NRS 116.21185 allows “25
4 percent” of Unit Owners to “disapprove” within 30 days, there has been no such appraisal by
5 Plaintiffs or other third-party unit owners to date.

6 As to non-disputed claims and sales of units without mortgages, after the vote on the
7 agreement of sale after Court approval, the proceeds will be distributed to the lienholders and
8 owners as appropriate.

9 **C. Modification and Termination of Receivership.**

10 The Receiver in this matter was appointed before legislative enactment of the Uniform
11 Commercial Real Estate Receivership Act (which became effective in 2017)(the “Act”). The hotel
12 condominium here is a commercial, not residential, enterprise that has been terminated and is to be
13 sold. As such, the Receivership should be modified to fall under NRS 32.100 et seq., as modified
14 by the Court to effectuate the sale of the real property that formerly constituted the units. See NRS
15 32.295 (1)(allowing the Court to modify statutorily granted powers of a receiver over commercial
16 real estate). This is important because the Receiver has been in place for several years, but has
17 admitted to having performed no calculations or substantive work for more than a year before
18 October 2022. **Exhibit 5.** Since the punitive damages trial in this matter in June, 2023, the Receiver
19 has had many deadlines to make his final calculations and complete a true-up of amounts owed. To
20 date, the Receiver continues to push back his deadlines and has failed to complete the calculations
21 required.

22 Under the Act, and in particular NRS 32.345, the court may remove a receiver for cause or
23 the court may “discharge a receiver” if the court finds “that the appointment of the receiver was
24 improvident or that the circumstances no longer warrant continuation of the receivership.” NRS
25 32.345(4). Here, the Receiver’s main job was to calculate the appropriate hotel expenses, shared
26 facilities expenses, reserves, etc., which the Receiver has yet to complete despite his appointment
27 in January, 2019, more than 5 years ago. **Exhibit 5.** Recognizing that the Condominium Hotel was
28 terminated on January 18, 2022, and the Receiver has yet to finalize his “calculations” and he has

1 done absolutely no work on valuation of the units, it makes sense in the context of a commercial
2 real estate transaction that the Title Company could oversee the sale and terms of the sale of the
3 condominium hotel and provide escrow and title services, because the “circumstances no longer
4 warrant continuation of the receivership.” NRS 32.345(4).⁵ The realities of a commercial real estate
5 sale transaction would warrant any reasonable and qualified receiver to delegate virtually all of his
6 functions to a title and escrow company anyway, so candidly, no receiver is needed at all to oversee
7 the sale of the units.

8 Significantly, there is also “cause” to remove the Receiver; The fact that the Receiver
9 refuses to do his job, continually delays, and has years of calculations to perform and years of
10 Reserves to calculate, clearly constitutes “cause” to remove him from the job he refuses to perform.
11 The Condominium Hotel has now terminated by the vote on January 18, 2023. Under NRS
12 116.2116, the individual “units” cease to exist and the Association is then statutorily required to
13 sell the units as a whole. Hence, completing this process does not require a Receiver who has
14 demonstrated an unwillingness to work despite having been ordered to do so.

15 In addition, the Court should order the Receiver to immediately re-notice the sale of the 13
16 Units that have been through the nonjudicial foreclosure process, there will be an additional sum of
17 approximately \$100,000.00 after the liens are satisfied to pay additional outstanding expenses.

18 And to reiterate, Receiver Richard Teichner has been on this case since January, 2019, but
19 the parties have never received the calculations he was engaged to provide for 2019, 2020, 2022 or
20 2023. This Receiver has gone out of his way to forgo his statutory and fiduciary duty to put the
21 Association first, and refused to foreclose and exercise his right to sell “so GSR would not obtain
22 more Units.” **Exhibit 8.** The Receiver as the person “in charge” of the GSRUOA knows that the
23 GSRUOA has no assets and only collects negligible assessments from each Unit Owner per month
24 for administrative expenses and insurance. Even though the Receiver knows that the UOA has no
25 “asset” that creates rent and he knows that the Seventh Declaration provides that a common interest
26 community cannot have revenue, he has gone out of his way here to shirk his actual responsibilities
27 (making calculations) and make decisions that directly violate his fiduciary obligation to make

28 ⁵ See footnote 3, above—Defendants reserve their rights on appeal.

1 decisions in the best interest of the Association (*i.e.*, instituting foreclosures on delinquent Units in
2 order that the Association can be made whole rather than refusing to collect delinquent assessments
3 simply to prevent GSR from purchasing units at a nonjudicial foreclosure sale). The Receiver has
4 also stated under oath multiple times that he deferred to his attorney on his interpretation of the
5 CC&Rs. *C.F. Exhibit 11, pp. 20, 86, 172-179, 185.*

6 Now that the condominium hotel has been terminated, the next phase involves the sale of
7 real estate and the satisfaction of real estate liens, areas in which this Receiver is not qualified. At
8 this stage, a receiver is not needed for the last leg of this 12-year journey since this case was filed.
9 The condominium hotel or the “res” of the Receivership has been terminated, so Defendants
10 respectfully request that the Receiver and his attorney be paid, thanked and excused. There have
11 been approximately 180 motions filed in this matter to date, excluding appellate matters. It is time
12 to end this case at the district court level.

13 If this is not acceptable, the Defendants respectfully request this Court appoint a
14 Commercial Real Estate Receiver in line with the Act and who can oversee a title and escrow
15 company’s services to bring a sale to a close and to wind down and dissolve the UOA as a Chapter
16 82 non-profit.

17 In the alternative, if the Court does not require appointment of a qualified commercial real
18 estate receiver to finish the sale and distribution process with the assistance of First Centennial Title
19 Company, the Receiver should have to post a bond under NRS 32.275, to ensure that he **timely and**
20 **faithfully** discharges the receiver’s duties and winds up the affairs of the terminated condominium
21 hotel, and to secure the parties from any damages or injuries they may sustain as a result of a
22 receiver mishandling a commercial real estate transaction without the use of qualified professionals
23 to do it.

24 Finally, the Court set a deadline on this Receiver of March 15, 2024, to finalize his
25 calculations and complete the “true-up.” The sale of the Units can occur in a parallel track, with
26 escrow being opened by March 1, 2024, and the sale being finalized within 90 days thereafter. A
27 deadline must be established.

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III. CONCLUSION

Based on the above, the Defendants respectfully request:

1. The Receiver immediately instruct the collection agency to re-notice the sale of the 13 Units in order to complete the nonjudicial foreclosure in the next 15 days, and the proceeds of sale be used to pay the outstanding bill of the Receiver and his attorney.
2. The Receiver Richard Teichner and his attorney Stefanie Sharp be paid in full and dismissed from further service in this matter on or before March 15, 2024.
3. First Centennial Title Company be retained to oversee the sale, and escrow is immediately opened and this Court order all parties to execute the Agreement of Sale attached as **Exhibit 12**.
4. After the Agreement of Sale is Executed, GSR proceed to notice a meeting and vote whether to approve the sale upon not less than 15 days’ notice of the meeting pursuant to NRS Chapter 116.
5. If approved, provide notice of the sale to all first mortgagees.
6. If approved, the terms set forth in the Agreement of Sale are implemented with the assistance of the Title Company.
7. Liens are paid, proceeds distributed, and Summit Units Acquisition, LLC takes title to the property as a whole after depositing the fair market value of each Unit pursuant to its appraised value and square footage into escrow at First Centennial Title Company.

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AFFIRMATION

Pursuant to NRS 239B.030

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

RESPECTFULLY SUBMITTED this February 12, 2024.

/s/ Ann O. Hall
ABRAN VIGIL, ESQ.
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Attorneys for Defendants

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Meruelo Group, LLC and on this
3 date, I served a true and correct copy of the foregoing **DEFENDANTS' MOTION FOR FINAL**
4 **ACCOUNTING, TERMINATION OF RECEIVERSHIP AND APPROVAL OF SALE OF**
5 **CONDOMINIUM HOTEL** to the parties listed below, via electronic service through the Second
6 Judicial District Court's eFlex Electronic Filing System:

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Attorney for Plaintiffs

16 DATED this February 12, 2024.

17 /s/ Jennifer L. Hess
18 An employee of Merulo Group, LLC
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INDEX OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>	<u>No. Pages</u>
1.	Seventh Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Hotel Condominiums at Grand Sierra Resort	112
2.	January 18, 2023 Final Notice of Meeting of the Unit Owners Members	17
3.	Agreement to Terminate Condominium Hotel, Condominium Hotel Association, and Declaration of Covenants, Conditions, Restrictions and Reservation of Easements	14
4.	Order Approving Parties' Stipulation	22
5.	Nonprofit Articles of Incorporation – Grand Sierra Resort Unit Owner's Association	2
6.	Final Judgment filed February 2, 2023	5
7.	Notice of Delinquent Assessment (Lien) and Notice of Default and Election to Sell Under Homeowners Association Lien	7
8.	Declaration of Ann O. Hall	3
9.	Notice of Trustee's Sale	4
10.	October 11, 2022 Receiver's Report	7
11.	Transcript from Order to Show Cause Hearing pp. 20, 86, 172-179, 185	15
12.	Proposed Sales Agreement	14
13.	Nevada Secretary of State - Summit Units Acquisition LLC	4
14.	October 25, 2021 Appraisal Report	31
15.	Plaintiff and Non-Plaintiff Owned Condo Units	16
16.	December 2022 Updated Appraisal Report	5
17.	Emails regarding Plaintiffs' inspection of the GSRUOA units	3