

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellants,

vs.

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

Supreme Court No. 88065

District Court Case No. CV12-02222

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Elizabeth A. Brown
Clerk of Supreme Court

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

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

Respondents.

**APPENDIX TO REPLY IN SUPPORT OF MOTION FOR PERMISSION
TO FILE ANSWER IN EXCESS OF TYPE-VOLUME LIMITATION AND
OPPOSITION TO COUNTERMOTION TO STRIKE PORTIONS OF REAL
PARTIES' PROPOSED ANSWER**

VOLUME 1 OF 1

Submitted for all respondents by:

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ATTORNEYS FOR RESPONDENTS ALBERT THOMAS, et al.

INDEX TO RESPONDENTS' APPENDIX

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
1.	Affidavit of Bias or Prejudice Concerning Kathleen Sigurdson, Esq. Pursuant to NRS 1.235	12/28/2020	1	0064-0147
2.	Findings of Fact, Conclusions of Law and Judgment	10/09/2015	1	0040-0063
3.	Order Granting Plaintiffs' Motion for Case-Terminating Sanctions	10/03/2014	1	0027-0039
4.	Order of Recusal of Presiding Judge and for Random Reassignment	01/07/2021	1	0148-0221
5.	Second Amended Complaint	03/26/2013	1	0001-0026

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 19, 2024, I electronically filed the foregoing **APPENDIX TO REPLY IN SUPPORT OF MOTION FOR PERMISSION TO FILE ANSWER IN EXCESS OF TYPE-VOLUME LIMITATION AND OPPOSITION TO COUNTERMOTION TO STRIKE PORTIONS OF REAL PARTIES' PROPOSED ANSWER, VOLUME 1 OF 1** with the Clerk of the Court by using the ECF system which served the following parties electronically:

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

/s/ Alexandra Fleming
An Employee of Robertson, Johnson, Miller
& Williamson

1 CODE: 1090
2 G. David Robertson, Esq. (NV Bar No. 1001)
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9 Attorneys for Plaintiffs

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

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

9 ALBERT THOMAS, individually; JANE
10 DUNLAP, individually; JOHN DUNLAP,
11 individually; BARRY HAY, individually;
12 MARIE-ANNE ALEXANDER, as Trustee of
13 the MARIE-ANNIE ALEXANDER LIVING
14 TRUST; MELISSA VAGUJHELYI and
15 GEORGE VAGUJHELYI, as Trustees of the
16 GEORGE VAGUJHELYI AND MELISSA
17 VAGUJHELYI 2001 FAMILY TRUST
18 AGREEMENT, U/T/A APRIL 13, 2001; D'
19 ARCY NUNN, individually; HENRY
20 NUNN, individually; MADELYN VAN DER
21 BOKKE, individually; LEE VAN DER
22 BOKKE, individually; DONALD
23 SCHREIFELS, individually; ROBERT R.
24 PEDERSON, individually and as Trustee of
25 the PEDERSON 1990 TRUST; LOU ANN
26 PEDERSON, individually and as Trustee of
27 the PEDERSON 1990 TRUST; LORI
28 ORDOVER, individually; WILLIAM A.
HENDERSON, individually; CHRISTINE E.
HENDERSON, individually; LOREN D.
PARKER, individually; SUZANNE C.
PARKER, individually; MICHAEL IZADY,
individually; STEVEN TAKAKI,
individually; FARAD TORABKHAN,
individually; SAHAR TAVAKOL,
individually; M&Y HOLDINGS, LLC;
JL&YL HOLDINGS, LLC; SANDI RAINES,
individually; R. RAGHURAM, individually;
USHA RAGHURAM, individually; LORI K.
TOKUTOMI, individually; GARRET TOM,
individually; ANITA TOM, individually;
RAMON FADRILAN, individually; FAYE
FADRILAN, individually; PETER K. LEE
and MONICA L. LEE, as Trustees of the LEE
FAMILY 2002 REVOCABLE TRUST;
DOMINIC YIN, individually; ELIAS
SHAMIEH, individually; JEFFREY QUINN,

Case No. CV12-02222
Dept. No. 10

SECOND AMENDED COMPLAINT

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

1 PLAINTIFFS 1 THROUGH 10, inclusive,

2 Plaintiffs,

3 vs.

4 MEI-GSR Holdings, LLC, a Nevada Limited
5 Liability Company, GRAND SIERRA
6 RESORT UNIT OWNERS' ASSOCIATION,
7 a Nevada nonprofit corporation, GAGE
8 VILLAGE COMMERCIAL
9 DEVELOPMENT, LLC, a Nevada Limited
10 Liability Company and DOE DEFENDANTS
11 1 THROUGH 10, inclusive,

12 Defendants.

13 COME NOW Plaintiffs ("Plaintiffs" or "Individual Unit Owners"), by and through their
14 counsel of record, Robertson, Johnson, Miller & Williamson, and for their causes of action
15 against Defendants hereby complain as follows:

16 **GENERAL ALLEGATIONS**

17 **The Parties**

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

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

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

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

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

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

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

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

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

8 10. Plaintiff Lee Van Der Bokke is a competent adult and is a resident of the State of
9 California.

10 11. Plaintiff Madelyn Van Der Bokke is a competent adult and is a resident of the
11 State of California.

12 12. Plaintiff Donald Schreifels is a competent adult and is a resident of the State of
13 Minnesota.

14 13. Plaintiff Robert R. Pederson, individually and as Trustee of the Pederson 1990
15 Trust, is a competent adult and is a resident of the State of California.

16 14. Plaintiff Lou Ann Pederson, individually and as Trustee of the Pederson 1990
17 Trust, is a competent adult and is a resident of the State of California.

18 15. Plaintiff Lori Ordoover is a competent adult and is a resident of the State of
19 Connecticut.

20 16. Plaintiff William A. Henderson is a competent adult and is a resident of the State
21 of California.

22 17. Plaintiff Christine E. Henderson is a competent adult and is a resident of the State
23 of California.

24 18. Plaintiff Loren D. Parker is a competent adult and is a resident of the State of
25 Washington.

26 19. Plaintiff Suzanne C. Parker is a competent adult and is a resident of the State of
27 Washington.

1 20. Plaintiff Michael Izady is a competent adult and is a resident of the State of New
2 York.
3 21. Plaintiff Steven Takaki is a competent adult and is a resident of the State of
4 California.
5 22. Plaintiff Farad Torabkhan is a competent adult and is a resident of the State of
6 New York.
7 23. Plaintiff Sahar Tavakol is a competent adult and is a resident of the State of New
8 York.
9 24. Plaintiff M&Y Holdings is a Nevada Limited Liability Company with its
10 principal place of business in Nevada.
11 25. Plaintiff JL&YL Holdings, LLC is a Nevada Limited Liability Company with its
12 principal place of business in Nevada.
13 26. Plaintiff Sandi Raines is a competent adult and is a resident of the State of
14 Minnesota.
15 27. Plaintiff R. Raghuram is a competent adult and is a resident of the State of
16 California.
17 28. Plaintiff Usha Raghuram is a competent adult and is a resident of the State of
18 California.
19 29. Plaintiff Lori K. Tokutomi is a competent adult and is a resident of the State of
20 California.
21 30. Plaintiff Garrett Tom is a competent adult and is a resident of the State of
22 California.
23 31. Plaintiff Anita Tom is a competent adult and is a resident of the State of
24 California.
25 32. Plaintiff Ramon Fadrilan is a competent adult and is a resident of the State of
26 California.
27 33. Plaintiff Faye Fadrilan is a competent adult and is a resident of the State of
28 California.

1 34. Plaintiff Peter K. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
2 competent adult and is a resident of the State of California.

3 35. Plaintiff Monica L. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
4 competent adult and is a resident of the State of California.

5 36. Plaintiff Dominic Yin is a competent adult and is a resident of the State of
6 California.

7 37. Plaintiff Elias Shamieh is a competent adult and is a resident of the State of
8 California.

9 38. Plaintiff Nadine's Real Estate Investments, LLC, is a North Dakota Limited
10 Liability Company.

11 39. Plaintiff Jeffery James Quinn is a competent adult and is a resident of the State of
12 Hawaii.

13 40. Plaintiff Barbara Rose Quinn is a competent adult and is a resident of the State of
14 Hawaii.

15 41. Plaintiff Kenneth Riche is a competent adult and is a resident of the State of
16 Wisconsin.

17 42. Plaintiff Maxine Riche is a competent adult and is a resident of the State of
18 Wisconsin.

19 43. Plaintiff Norman Chandler is a competent adult and is a resident of the State of
20 Alabama.

21 44. Plaintiff Benton Wan is a competent adult and is a resident of the State of
22 California.

23 45. Plaintiff Timothy Kaplan is a competent adult and is a resident of the State of
24 California.

25 46. Plaintiff Silkscape Inc. is a California Corporation.

26 47. Plaintiff Peter Cheng is a competent adult and is a resident of the State of
27 California.

1 48. Plaintiff Elisa Cheng is a competent adult and is a resident of the State of
2 California.

3 49. Plaintiff Greg A. Cameron is a competent adult and is a resident of the State of
4 California.

5 50. Plaintiff TMI Property Group, LLC is a California Limited Liability Company.

6 51. Plaintiff Richard Lutz is a competent adult and is a resident of the State of
7 California.

8 52. Plaintiff Sandra Lutz is a competent adult and is a resident of the State of
9 California.

10 53. Plaintiff Mary A. Kossick is a competent adult and is a resident of the State of
11 California.

12 54. Plaintiff Melvin H. Cheah is a competent adult and is a resident of the State of
13 California.

14 55. Plaintiff Di Shen is a competent adult and is a resident of the State of Texas.

15 56. Plaintiff Ajit Gupta is a competent adult and is a resident of the State of
16 California.

17 57. Plaintiff Seema Gupta is a competent adult and is a resident of the State of
18 California.

19 58. Plaintiff Fredrick Fish is a competent adult and is a resident of the State of
20 Minnesota.

21 59. Plaintiff Lisa Fish is a competent adult and is a resident of the State of Minnesota.

22 60. Plaintiff Robert A. Williams is a competent adult and is a resident of the State of
23 Minnesota.

24 61. Plaintiff Jacquelin Pham is a competent adult and is a resident of the State of
25 California.

26 62. Plaintiff May Ann Hom, as Trustee of the May Ann Hom Trust, is a competent
27 adult and is a resident of the State of California.

28

1 63. Plaintiff Michael Hurley is a competent adult and is a resident of the State of
2 Minnesota.
3 64. Plaintiff Dominic Yin is a competent adult and is a resident of the State of
4 California.
5 65. Plaintiff Duane Windhorst is a competent adult and is a resident of the State of
6 Minnesota.
7 66. Plaintiff Marilyn Windhorst is a competent adult and is a resident of the State of
8 Minnesota.
9 67. Plaintiff Vinod Bhan is a competent adult and is a resident of the State of
10 California.
11 68. Plaintiff Anne Bhan is a competent adult and is a resident of the State of
12 California.
13 69. Plaintiff Guy P. Browne is a competent adult and is a resident of the State of
14 California.
15 70. Plaintiff Garth Williams is a competent adult and is a resident of the State of
16 California.
17 71. Plaintiff Pamela Y. Aratani is a competent adult and is a resident of the State of
18 California.
19 72. Plaintiff Darleen Lindgren is a competent adult and is a resident of the State of
20 Minnesota.
21 73. Plaintiff Laverne Roberts is a competent adult and is a resident of the State of
22 Nevada.
23 74. Plaintiff Doug Mecham is a competent adult and is a resident of the State of
24 Nevada.
25 75. Plaintiff Chrisine Mecham is a competent adult and is a resident of the State of
26 Nevada.
27 76. Plaintiff Kwangsoo Son is a competent adult and is a resident of Vancouver,
28 British Columbia.

1 77. Plaintiff Soo Yeun Moon is a competent adult and is a resident of Vancouver,
2 British Columbia.

3 78. Plaintiff Johnson Akindodunse is a competent adult and is a resident of the State
4 of California.

5 79. Plaintiff Irene Weiss, as Trustee of the Weiss Family Trust, is a competent adult
6 and is a resident of the State of Texas.

7 80. Plaintiff Pravesh Chopra is a competent adult and is a resident of the State of
8 California.

9 81. Plaintiff Terry Pope is a competent adult and is a resident of the State of Nevada.

10 82. Plaintiff Nancy Pope is a competent adult and is a resident of the State of Nevada.

11 83. Plaintiff James Taylor is a competent adult and is a resident of the State of
12 California.

13 84. Plaintiff Ryan Taylor is a competent adult and is a resident of the State of
14 California.

15 85. Plaintiff Ki Ham is a competent adult and is a resident of Surry B.C.

16 86. Plaintiff Young Ja Choi is a competent adult and is a resident of Coquitlam, B.C.

17 87. Plaintiff Sang Dae Sohn is a competent adult and is a resident of Vancouver, B.C.

18 88. Plaintiff Kuk Hyung (“Connie”) is a competent adult and is a resident of
19 Coquitlam, B.C.

20 89. Plaintiff Sang (“Mike”) Yoo is a competent adult and is a resident of Coquitlam,
21 British Columbia.

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

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

26 92. Plaintiff Chanh Truong is a competent adult and is a resident of the State of
27 California.

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

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

5 95. Plaintiff Robert Brunner is a competent adult and is a resident of the State of
6 Minnesota.

7 96. Plaintiff Amy Brunner is a competent adult and is a resident of the State of
8 Minnesota.

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

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

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

14 100. Plaintiffs are informed and believe and thereon allege that at all relevant times
15 herein, Defendant MEI-GSR Holdings, LLC (“MEI-GSR”) is a Nevada Limited Liability
16 Company with its principal place of business in Nevada.

17 101. Plaintiffs are informed and believe and thereon allege that at all relevant times
18 herein, Defendant Gage Village Commercial Development, LLC (“Gage Village”) is a Nevada
19 Limited Liability Company with its principal place of business in Nevada.

20 102. Plaintiffs are informed and believe and thereon allege that Gage Village is related
21 to, controlled by, affiliated with, and/or a subsidiary of MEI-GSR.

22 103. Plaintiffs are informed and believe and thereon allege that at all relevant times
23 herein, Defendant Grand Sierra Resort Unit Owners’ Association (the “Unit Owners’
24 Association”) is a Nevada nonprofit corporation with its principal place of business in Nevada.

25 104. The true names and capacities whether individual, corporate, associate or
26 otherwise of Plaintiff Does and Defendant Does 1 through 10, are unknown to Plaintiffs, and
27 Plaintiffs therefore include them by such fictitious names. Plaintiffs will amend this Complaint
28 to allege their true names and capacities when such are ascertained. Plaintiffs are informed and

believe and thereon allege that each of the fictitiously named Defendant Does is liable to Plaintiffs in some manner for the occurrences that are herein alleged.

MEI-GSR's Control of the Unit Owners' Association is to Plaintiffs' Detriment

105. The Individual Unit Owners re-allege each and every allegation contained in paragraphs 1 through 102 of this Complaint as though fully stated herein and hereby incorporate them by this reference as if fully set forth below.

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

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

108. Defendants Gage Village and MEI-GSR own multiple GSR Condo Units.

109. Defendant MEI-GSR owns the Grand Sierra Resort and Casino.

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

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

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

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

1 114. Defendants MEI-GSR and Gage Villages' control of the Unit Owners'
2 Association violates Nevada law as it defeats the purpose of forming and maintaining a
3 homeowners' association.

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

6 116. Under the CC&Rs, the Individual Unit Owners are required to enter into a "Unit
7 Maintenance Agreement" and participate in the "Hotel Unit Maintenance Program," wherein
8 Defendant MEI-GSR provides certain services (including, without limitation, reception desk
9 staffing, in-room services, guest processing services, housekeeping services, Hotel Unit
10 inspection, repair and maintenance services, and other services).

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

15 118. The Individual Unit Owners pay for contracted "Hotel Fees," which include taxes,
16 deep cleaning, capital reserve for the room, capital reserve for the building, routine maintenance,
17 utilities, etc.

18 119. Defendant MEI-GSR has systematically allocated and disproportionately charged
19 capital reserve contributions to the Individual Unit Owners, so as to force the Individual Unit
20 Owners to pay capital reserve contributions in excess of what should have been charged.

21 120. Defendants MEI-GSR and Gage Development have failed to pay proportionate
22 capital reserve contribution payments in connection with their Condo Units.

23 121. Defendant MEI-GSR has failed to properly account for, or provide an accurate
24 accounting for the collection and allocation of the collected capital reserve contributions.

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

27 123. Defendants MEI-GSR and Gage Village have failed to pay proportionate Daily
28 Use Fees for the use of Defendants' GSR Condo Units.

124. Defendant MEI-GSR has failed to properly account for the contracted “Hotel Fees” and “Daily Use Fees.”

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

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

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

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

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

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

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

MEI-GSR's Rental Program

132. As part of Defendant MEI-GSR's Grand Sierra Resort and Casino business operations, it rents: (1) hotel rooms owned by Defendant MEI-GSR that are not condominium

1 units; (2) GSR Condo Units owned by Defendant MEI-GSR and/or Gage Village; and (3) GSR
2 Condo Units owned by the Individual Condo Unit Owners.

3 133. Defendant MEI-GSR has entered into a Grand Sierra Resort Unit Rental
4 Agreement with Individual Unit Owners.

5 134. Defendant MEI-GSR has manipulated the rental of the: (1) hotel rooms owned by
6 Defendant MEI-GSR; (2) GSR Condo Units owned by Defendant MEI-GSR and/or Gage
7 Village; and (3) GSR Condo Units owned by Individual Condo Unit Owners so as to maximize
8 Defendant MEI-GSR's profits and devalue the GSR Condo Units owned by the Individual Unit
9 Owners.

10 135. Defendant MEI-GSR has rented the Individual Condo Units for as little as \$0.00
11 to \$25.00 a night.

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

15 137. By functionally, and in some instances actually, giving away the use of units
16 owned by the Individual Unit Owners, Defendant MEI-GSR has received a benefit because those
17 who rent the Individual Units frequently gamble and purchase food, beverages, merchandise, spa
18 services and entertainment access from Defendant MEI-GSR.

19 138. Defendant MEI-GSR has rented Individual Condo Units to third parties without
20 providing Individual Unit Owners with any notice or compensation for the use of their unit.

21 139. Further, Defendant MEI-GSR has systematically endeavored to place a priority on
22 the rental of Defendant MEI-GSR's hotel rooms, Defendant MEI-GSR's GSR Condo Units, and
23 Defendant Gage Village's Condo Units.

24 140. Such prioritization effectively devalues the units owned by the Individual Unit
25 Owners.

26 141. Defendants MEI-GSR and Gage Village intend to purchase the devalued units at
27 nominal, distressed prices when Individual Unit Owners decide to, or are effectively forced to,
28

1 sell their units because the units fail to generate sufficient revenue to cover expenses and have no
2 prospect of selling their persistently loss-making units to any other buyer.

3 142. Some of the Individual Unit Owners have retained the services of a third party to
4 market and rent their GSR Condo Unit(s).

5 143. Defendant MEI-GSR has systematically thwarted the efforts of any third party to
6 market and rent the GSR Units owned by the Individual Unit Owners.

7 144. Defendant MEI-GSR has breached the Grand Sierra Resort Unit Rental
8 Agreement with Individual Condo Unit Owners by failing to follow its terms, including but not
9 limited to, the failure to implement an equitable Rotational System as referenced in the
10 agreement.

11 145. Defendant MEI-GSR has failed to act in good faith in exercising its duties under
12 the Grand Sierra Resort Unit Rental Agreements with the Individual Unit Owners.

13 **FIRST CLAIM FOR RELIEF**
14 **(Petition for Appointment of Receiver as to**
15 **Defendant Grand Sierra Resort Unit Owners' Association)**

16 146. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
17 143 of this Complaint as though fully stated herein and hereby incorporate them by this reference
18 as if fully set forth below.

19 147. Because Defendant MEI-GSR and/or Gage Village controls more units of
20 ownership than any other person or entity, Defendant MEI-GSR and Gage Village effectively
21 control the Grand Sierra Resort Unit Owners' Association by having the ability to elect
22 Defendant MEI-GSR's chosen representatives to the Board of Directors (the governing body
23 over the GSR Condo Units).

24 148. As a result of Defendant MEI-GSR controlling the Grand Sierra Resort Unit-
25 Owners' Association, Plaintiffs effectively have no input or control over the management of the
26 Unit Owners' Association.

1 149. Defendant MEI-GSR has used, and continues to use, its control over the
2 Defendant Grand Sierra Resort Unit Owners' Association to advance Defendant MEI-GSR's
3 economic objectives to the detriment of Plaintiffs.

4 150. Plaintiffs are entitled to a receiver pursuant to NRS § 32.010.

5 151. Pursuant to NRS § 32.010, the appointment of a receiver is appropriate in this
6 case as a matter of statute and equity.

7 152. Unless a receiver is appointed, Defendant MEI-GSR will continue to control the
8 Unit Owners' Association to advance Defendant MEI-GSR's economic objections to the
9 detriment of Plaintiffs.

10 153. Without the grant of the remedies sought in this Complaint, Plaintiffs have no
11 adequate remedy at law to enforce their rights and Plaintiffs will suffer irreparable harm unless
12 granted the relief as prayed for herein.

13 **WHEREFORE**, Plaintiffs request judgment against the Defendant Grand Sierra Resort
14 Unit Owners' Association, as set forth below.

15 **SECOND CLAIM FOR RELIEF**
16 **(Intentional and/or Negligent Misrepresentation as to Defendant MEI-GSR)**

17 154. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
18 151 of this Complaint as though fully stated herein and hereby incorporate them by this reference
19 as if fully set forth below.

20 155. Defendant MEI-GSR made affirmative representations to Plaintiffs regarding the
21 use, rental and maintenance of the Individual Unit Owners' GSR Condo Units.

22 156. Plaintiffs are now informed and believe, and thereon allege, that these
23 representations were false.

24 157. The Defendant MEI-GSR knew that the affirmative representations were false, in
25 the exercise of reasonable care should have known that they were false, and/or knew or should
26 have known that it lacked a sufficient basis for making said representations.

1 158. The representations were made with the intention of inducing Plaintiffs to
2 contract with Defendant MEI-GSR for the marketing and rental of Plaintiffs' GSR Condo Units
3 and otherwise act, as set out above, in reliance upon the representations.

4 159. Plaintiffs justifiably relied upon the affirmative representations of Defendant
5 MEI-GSR in contracting with Defendant MEI-GSR for the rental of their GSR Condo Units.

6 160. As a direct and proximate result of Defendant MEI-GSR's misrepresentations,
7 Plaintiffs have been, and will continue to be, harmed in the manner herein.

8 161. Plaintiffs are further informed and believe, and thereon allege, that said
9 representations were made by Defendant MEI-GSR with the intent to commit an oppression
10 directed toward Plaintiffs by intentionally devaluing there GSR Condo Units. As a result,
11 Plaintiffs are entitled to an award of exemplary damages against the Defendant, according to
12 proof at the time of trial.

13 162. In addition, as a direct, proximate and necessary result of Defendant MEI-GSR's
14 bad faith and wrongful conduct, Plaintiffs have been forced to incur costs and attorneys' fees and
15 thus Plaintiffs hereby seek an award of said costs and attorneys' fees as damages pursuant to
16 statute, decisional law, common law and this Court's inherent powers.

17 **WHEREFORE**, Plaintiffs request judgment against Defendant MEI-GSR, as set forth
18 below.

19 **THIRD CLAIM FOR RELIEF**
20 **(Breach of Contract as to Defendant MEI-GSR)**

21 163. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
22 160 of this Complaint as though fully stated herein and hereby incorporate them by this reference
23 as if fully set forth below.

24 164. Defendant MEI-GSR has entered into a Grand Sierra Resort Unit Rental
25 Agreement (the "Agreement") with Individual Condo Unit Owners.

26 165. Defendant MEI-GSR has breached the Agreement with Individual Unit Owners
27 by failing to follow its terms, including but not limited to, the failure to implement an equitable
28 Rotational System as referenced in the agreement.

1 166. The Agreement is an enforceable contract between Defendant MEI-GSR and
2 Plaintiffs.

3 167. Plaintiffs have performed all of their obligations and satisfied all of their
4 conditions under the Agreement, and/or their performance and conditions were excused.

5 168. As a direct and proximate result of Defendant MEI-GSR's breaches of the
6 Agreement as alleged herein, Plaintiffs have been, and will continue to be, harmed in the manner
7 herein alleged.

8 169. In addition, as a direct, proximate and necessary result of Defendant's bad faith
9 and wrongful conduct, Plaintiffs have been forced to incur costs and attorneys' fees which they
10 are entitled to recover under the terms of the Agreement.

11 **WHEREFORE**, Plaintiffs request judgment against Defendant MEI-GSR, as set forth
12 below.

13 **FOURTH CLAIM FOR RELIEF**
14 **(Quasi-Contract/Equitable Contract/Detrimental Reliance as to Defendant MEI-GSR)**

15 170. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
16 167 of this Complaint as though fully stated herein and hereby incorporate them by this reference
17 as if fully set forth below.

18 171. Defendant MEI-GSR is contractually obligated to Plaintiffs. The contractual
19 obligations are based upon the underlying agreements between Defendant MEI-GSR and
20 Plaintiffs, and principles of equity and representations made by MEI-GSR.

21 172. Plaintiffs relied upon the representations of Defendant MEI-GSR and trusted
22 Defendant MEI-GSR with the marketing and rental of their GSR Condo Units.

23 173. Due to the devaluation of the GSR Condo Units caused by Defendant MEI-GSR's
24 actions, the expenses they have had to incur, and their inability to sell the Property in its current
25 state, Plaintiffs have suffered damages.

26 174. Defendant MEI-GSR was informed of, and in fact knew of, Plaintiffs' reliance
27 upon its representations.

175. Based on these facts, equitable or quasi-contracts existed between Plaintiffs and Defendant MEI-GSR's actions as described hereinabove.

176. Defendant MEI-GSR, however, has failed and refused to perform its obligations.

177. These refusals and failures constitute material breaches of their agreements.

178. Plaintiffs have performed all of their obligations and satisfied all conditions under the contracts, and/or their performance and conditions, under the contracts, were excused.

179. As a direct and proximate result of Defendant MEI-GSR's wrongful conduct as alleged herein, the Plaintiffs have been, and will continue to be, harmed in the manner herein alleged.

180. In addition, as a direct, proximate and necessary result of Defendant MEI-GSR's wrongful conduct, Plaintiffs have been forced to incur costs and attorneys' fees and thus Plaintiffs hereby seek an award of said costs and attorneys' fees as damages pursuant to statute, decisional law, common law and this Court's inherent powers.

WHEREFORE, Plaintiffs request judgment against Defendant MEI-GSR, as set forth below.

FIFTH CLAIM FOR RELIEF
(Breach of the Implied Covenant of Good Faith and Fair Dealing as to Defendant MEI-GSR)

181. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through 178 of this Complaint as though fully stated herein and hereby incorporate them by this reference as if fully set forth below.

182. As alleged herein, Plaintiffs entered into one or more contracts with Defendant MEI-GSR, including the Grand Sierra Resort Unit Rental Agreement.

183. Under the terms of their respective agreement(s), Defendant MEI-GSR was obligated to market and rent Plaintiffs' GSR Condo Units.

184. Defendant MEI-GSR has manipulated the rental of: (1) the hotel rooms owned by Defendant MEI-GSR; (2) GSR Condo Units owned by Defendant MEI-GSR and Defendant Gage Village; and (3) GSR Condo Units owned by Plaintiffs so as to maximize Defendant MEI-GSR's profits and devalue the GSR Condo Units owned by Plaintiffs.

1 185. Every contract in Nevada has implied into it, a covenant that the parties thereto
2 will act in the spirit of good faith and fair dealing.

3 186. Defendant MEI-GSR has breached this covenant by intentionally making false
4 and misleading statements to Plaintiffs, and for its other wrongful actions as alleged in this
5 Complaint.

6 187. As a direct and proximate result of Defendant MEI-GSR's breaches of the implied
7 covenant of good faith and fair dealing, Plaintiffs have been, and will continue to be, harmed in
8 the manner herein alleged.

9 188. In addition, as a direct, proximate and necessary result of Defendant MEI-GSR's
10 bad faith and wrongful conduct, Plaintiffs have been forced to incur costs and attorneys' fees
11 and thus Plaintiffs hereby seek an award of said costs and attorneys' fees as damages pursuant to
12 statute, decisional law, common law and this Court's inherent powers.

13 **WHEREFORE**, Plaintiffs request judgment against Defendant MEI-GSR, as set forth
14 below.

15 **SIXTH CLAIM FOR RELIEF**
16 **(Consumer Fraud/Nevada Deceptive Trade Practices Act Against Defendant MEI-GSR)**

17 189. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
18 186 of this Complaint as though fully stated herein and hereby incorporate them by this reference
19 as if fully set forth below.

20 190. NRS § 41.600(1) provides that "[a]n action may be brought by any person who is
21 a victim of consumer fraud."

22 191. NRS § 41.600(2) explains, in part, "'consumer fraud' means . . . [a] deceptive
23 trade practice as defined in NRS §§ 598.0915 to 598.0925, inclusive."

24 192. NRS Chapter 598 identifies certain activities which constitute deceptive trade
25 practices; many of those activities occurred in MEI-GSR's dealings with Plaintiffs.

26 193. Defendant MEI-GSR, in the course of its business or occupation, knowingly made
27 false representations and/or misrepresentations to Plaintiffs.

1 194. Defendant MEI-GSR failed to represent the actual marketing and rental practices
2 implemented by Defendant MEI-GSR, as the Defendant was contractually and legally required
3 to do.

4 195. Defendant MEI-GSR's conduct, as described in this Complaint, constitutes
5 deceptive trade practices and is in violation of, among other statutory provisions and
6 administrative regulations, NRS §§ 598.0915 to 598.0925.

7 196. As a direct and proximate result of Defendant MEI-GSR's deceptive trade
8 practices, Plaintiffs have suffered damages.

9 197. Plaintiffs are also entitled to recover their costs in this action and reasonable
10 attorneys' fees, as allowed by law.

11 **WHEREFORE**, Plaintiffs request judgment against Defendant MEI-GSR, as set forth
12 below.

13 **SEVENTH CLAIM FOR RELIEF**
14 **(Declaratory Relief as to Defendant MEI-GSR)**

15 198. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
16 195 of this Complaint as though fully stated herein and hereby incorporate them by this reference
17 as if fully set forth below.

18 199. As alleged hereinabove, an actual controversy has arisen and now exists between
19 Plaintiffs and Defendant MEI-GSR, regarding the extent to which Defendant MEI-GSR has the
20 legal right to control the Grand Sierra Resort Unit-Owners' Association to advance Defendant
21 MEI-GSR's economic objections to the detriment of Plaintiffs.

22 200. The interests of Plaintiffs and Defendant MEI-GSR are completely adverse as to
23 the Plaintiffs.

24 201. Plaintiffs have a legal interest in this dispute as they are the owners of record of
25 certain GSR Condo Units.

26 202. This controversy is ripe for judicial determination in that Plaintiffs have alluded to
27 and raised this issue in this Complaint.

1 203. Accordingly, Plaintiffs seek a judicial declaration that Defendant MEI-GSR
2 cannot control the Grand Sierra Resort Unit-Owners' Association to advance Defendant MEI-
3 GSR's economic objectives to the detriment of Plaintiffs.

4 **WHEREFORE**, the Plaintiffs request judgment against Defendant MEI-GSR, as set
5 forth below.

6 **EIGHTH CLAIM FOR RELIEF**
7 **(Conversion as to Defendant MEI-GSR)**

8 204. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
9 201 of this Complaint as though fully stated herein and hereby incorporate them by this reference
10 as if fully set forth below.

11 205. Defendant MEI-GSR wrongfully committed a distinct act of dominion over the
12 Plaintiffs' property by renting their GSR Condo Units both at unreasonably low rates so as to
13 only benefit Defendant MEI-GSR, and also renting said units without providing any
14 compensation or notice to Plaintiffs.

15 206. Defendant MEI-GSR's acts were in denial of, or inconsistent with, Plaintiffs' title
16 or rights therein.

17 207. Defendant MEI-GSR's acts were in derogation, exclusion, or defiance of the
18 Plaintiffs' title or rights therein.

19 **WHEREFORE**, Plaintiffs request judgment against the Defendant MEI-GSR, as set
20 forth below.

21 **NINTH CLAIM FOR RELIEF**
22 **(Demand for Accounting as to Defendant MEI-GSR and Defendant Grand Sierra Unit**
23 **Owners Association)**

24 208. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
25 205 of this Complaint as though fully stated herein and hereby incorporate them by this reference
26 as if fully set forth below.

27 209. The Nevada Revised Statutes impose certain duties and obligations upon trustees,
28 fiduciaries, managers, advisors, and investors.

1 210. Defendant MEI-GSR has not fulfilled its duties and obligations.

2 211. Plaintiffs are informed and believe, and thereon allege, that they are interested
3 parties in the Defendant Grand Sierra Unit Owners Association and Defendant MEI-GSR's
4 endeavors to market, maintain, service and rent Plaintiffs' GSR Condo Units.

5 212. Among their duties, Defendant Grand Sierra Unit Owners Association and
6 Defendant MEI-GSR are required to prepare accountings of their financial affairs as they pertain
7 to Plaintiffs.

8 213. Defendant Grand Sierra Unit Owners Association and Defendant MEI-GSR have
9 failed to properly prepare and distribute said accountings.

10 214. Accordingly, Plaintiffs are entitled to a full and proper accounting.

11 **WHEREFORE**, Plaintiffs request judgment against the Defendants MEI-GSR and the
12 Grand Sierra Unit Owners Association, as set forth below.

13 **TENTH CLAIM FOR RELIEF**
14 **(Specific Performance Pursuant to NRS 116.112, Unconscionable Agreement)**

15 215. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
16 212 of this Complaint as though fully stated herein and hereby incorporate them by this reference
17 as if fully set forth below.

18 216. As alleged herein, Plaintiffs entered into one or more contracts with Defendant
19 MEI-GSR, including the Grand Sierra Resort Unit Rental Agreement and the Unit Maintenance
20 Agreement.

21 217. The Grand Sierra Resort Unit Rental Agreement is unconscionable pursuant to
22 NRS § 116.112 because MEI-GSR has manipulated the rental of the: (1) hotel rooms owned by
23 Defendant MEI-GSR; (2) GSR Condo Units owned or controlled by Defendant MEI-GSR; and
24 (3) GSR Condo Units owned by Individual Unit Owners so as to maximize Defendant MEI-
25 GSR's profits and devalue the GSR Condo Units owned by the Individual Unit Owners.

26 218. The Unit Maintenance Agreement is unconscionable pursuant to NRS § 116.112
27 because of the excessive fees charged and the Individual Unit Owners' inability to reject fee
28 increases.

1 **WHEREFORE**, Plaintiffs request judgment against the Defendant MEI-GSR, as set
2 forth below.

3 **ELEVENTH CLAIM FOR RELIEF**
4 **(Unjust Enrichment / Quantum Meruit against Defendant Gage Village**
5 **Development)**

6 219. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
7 216 of this Complaint as though fully stated herein and hereby incorporate them by this reference
8 as if fully set forth below.

9 220. Defendant Gage Village has unjustly benefited from MEI-GSR's devaluation of
10 the GSR Condo Units.

11 221. Defendant Gage Village has unjustly benefited from prioritization of its GSR
12 Condo Units under MEI-GSR's rental scheme to the immediate detriment of the Individual Unit
13 Owners.

14 222. It would be inequitable for the Defendant Gage Village to retain those benefits
15 without full and just compensation to the Individual Unit Owners.

16 **WHEREFORE**, Plaintiffs request judgment against the Defendant Gage Village, as set
17 forth below.

18 **TWELFTH CLAIM FOR RELIEF**
19 **(Tortious Interference with Contract and /or Prospective Business Advantage**
20 **against Defendants MEI-GSR and Gage Development)**

21 223. Plaintiffs re-allege each and every allegation contained in paragraphs 1 through
22 220 of this Complaint as though fully stated herein and hereby incorporate them by this reference
23 as if fully set forth below.

24 224. Individual Unit Owners have contracted with third parties to market and rent their
25 GSR Condo Units.

26 225. Defendant MEI-GSR has systematically thwarted the efforts of those third parties
27 to market and rent the GSR Condo Units owned by the Individual Unit Owners.

28 226. Defendant MEI-GSR has prioritized the rental of GSR Condo Units Owned by
Defendant Gage Village to the economic detriment of the Individual Unit Owners.

227. Defendant Gage Village has worked in concert with Defendant MEI-GSR in its scheme to devalue the GSR Condo Units and repurchase them.

WHEREFORE, Plaintiffs request judgment against the Defendants as follows:

1. For the appointment of a neutral receiver to take over control of Defendant Grand Sierra Unit Owners' Association;
2. For compensatory damages according to proof, in excess of \$10,000.00;
3. For punitive damages according to proof;
4. For attorneys' fees and costs according to proof;
5. For declaratory relief;
6. For specific performance;
7. For an accounting; and
8. For such other and further relief as the Court may deem just and proper.

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 26th day of March, 2013.

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

* * *

ALBERT THOMAS, individually, et al,

Plaintiffs,

Case No: CV12-02222

vs.

Dept. No: 10

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

Defendants.

ORDER GRANTING PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS

ALBERT THOMAS et al. ("the Plaintiffs") filed the PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS ("the Motion") on January 27, 2014. MEI-GSR Holdings, LLC ("the Defendants") filed the DEFENDANTS' OPPOSITION TO THE PLAINTIFFS' MOTION FOR CASE-TERMINATING SANCTIONS ("the Opposition") on February 25, 2014.¹ The Plaintiffs filed the REPLY IN SUPPORT OF MOTION FOR CASE- TERMINATING SANCTIONS ("the Reply") on March 10, 2014. The Plaintiffs submitted the matter for decision on

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

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

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

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

3 The Nevada Rules of Civil Procedure provide that a party who fails to comply with an order
4 can be sanctioned for that failure. NRCP 37(b). Sanctions against a party are graduated in severity
5 and can include: designation of facts to be taken as established; refusal to allow the disobedient party
6 to support or oppose designated claims or defenses; prohibition of the offending party from
7 introducing designated matters in evidence; an order striking out pleadings or parts thereof or
8 dismissing the action; or rendering a judgment by default against the disobedient party. NRCP
9 37(b)(2). A disobedient party can also be required to pay the reasonable expenses, including
10 attorney fees caused by the failure. NRCP 37(b)(2)(E).
11

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

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

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

21 The Defendants have, to date, violated NRCP 33 and NRCP 34 (twice). The Defendants
22 have violated three rulings of the Discovery Commissioner and three confirming orders. The Court
23 is aware of four violations of its own orders. The information that has been provided to the Plaintiffs
24 during discovery has been incomplete, disclosed only with a Court order, and often turned over very
25 late with no legitimate explanation for the delays. The Plaintiffs have written dozens of letters and
26 e-mails to the Defendants’ counsel in an effort to facilitate discovery. The Plaintiffs have filed five
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1 motions to compel and five motions for sanctions. The Court held multiple hearings on discovery
2 matters including two extensive, multi-day hearings on case concluding sanctions. The Court is
3 highly concerned about the Defendants' conduct during discovery and the resulting prejudice to the
4 Plaintiffs. Based on the progress of discovery, the Defendants' ongoing discovery conduct, and the
5 Plaintiffs' Motion the Court has chosen to revisit the Young factors and reassess the decision made
6 at the October 2013 hearing.
7

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

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

23 The Defendants designated Caroline Rich, the Defendants' previous Controller, to gather the
24 discovery information with assistance from their internet technology department ("IT"). The Court
25 initially believed that Ms. Rich did her best to produce the discovery information (including e-mails)
26 she felt was relevant. Ms. Rich did not have direct access to the IT system of the Defendants. Nor
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1 did she have access to the e-mails of all staff members. For instance, she did not have access to the
2 e-mails of those employees who outranked her. The Plaintiffs have subsequently discovered e-mails
3 where Ms. Rich is a participant in e-mail correspondence that was directly relevant to the search. It
4 would be excusable if Ms. Rich overlooked e-mail sent by other employees or did not have access to
5 her superiors' e-mail accounts. However, it now appears that she did not disclose e-mails in which
6 she was a participant in the correspondence. This calls into question her credibility.
7

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

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

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

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

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

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

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

10 The Court considered two major policy factors together. Nevada has a strong policy, and the
11 Court firmly believes, that cases should be adjudicated on their merits. *See, Scrimmer v. Dist. Court*,
12 116 Nev. 507, 516-517, 998 P.2d 1190, 1196 (2000). *See also, Kahn v. Orme*, 108 Nev. 510, 516,
13 835 P.2d 790, 794 (1992). Further, there is a need to deter litigants from abusing the discovery
14 process established by Nevada law. When a party repeatedly and continuously engaged in discovery
15 misconduct the policy of adjudicating cases on the merits is not furthered by a lesser sanction.
16 *Foster*, 126 Nev. Op. 6, 227 P.3d at 1048. In reevaluating the matter, the Court again considered the
17 major policy that cases be adjudicated on their merits. The Court must balance that policy with the
18 need to deter litigants from abusing the discovery process. The information provided at the October
19 2013 hearing was disingenuous. The Defendants' discovery abuse persisted after the October 2013
20 hearing despite the severity of the sanctions imposed. The Court is now convinced that the
21 Defendants' actions warrant the imposition of case concluding sanctions. In light of Defendants'
22 repeated and continued abuses, the policy of adjudicating cases on the merits is not furthered in this
23 case. The ultimate sanctions are necessary to demonstrate to future litigants that they are not free to
24 disregard and disrespect the Court's orders.
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1 Lastly, the Court considered whether striking the Answer would unfairly operate to penalize
2 the Defendants for the misconduct, if any, of their attorneys. As previously stated, there were
3 failures to produce and abuses of discovery on behalf of the Defendants. The Court remains
4 concerned that the attorneys for the Defendants did not adequately supervise discovery and
5 misrepresented the number of e-mails at issue for disclosure. There remains no evidence to show
6 that Defendants' counsel directed their client to hide or destroy evidence. Any misconduct on the
7 part of the attorney does not unfairly operate to punish the Defendants.
8

9 The Nevada Supreme Court offered guidance as to how sanctions are to be imposed.
10 "Fundamental notions of fairness and due process require that discovery sanctions be just and . . .
11 relate to the specific conduct at issue." GNLV Corp., 111 Nev. at 870, 900 P.2d at 325 (*citing*
12 Young, 106 Nev. at 92, 787 P.2d at 779-80). The Court recognizes that discovery sanctions should
13 be related to the specific conduct at issue. The discovery abuse in this case is pervasive and colors
14 the entirety of the case. The previous discovery sanctions have been unsuccessful in deterring the
15 Defendants' behavior. Due to the severity and pattern of the Defendants' conduct there are no lesser
16 sanctions that are suitable.
17

18 Despite the October 2013 hearing sanctions, the Defendants have continued their
19 noncompliant discovery conduct. The stern sanctions which the Court imposed on the Defendants in
20 October 2013, did not have the desired effect of bringing the Defendants' conduct in line with the
21 discovery rules. After the October 2013 hearing, the Court identified that the major outstanding
22 discovery issue between the parties was the Plaintiffs' access to Defendants' e-mail system. The
23 parties were ordered to work together to develop terms to be used in the e-mail search. The
24 Defendants were ordered to review the 224, 226 e-mails identified by November 25, 2013. The
25 Defendants were ordered to deliver a privilege log for those e-mails the Defendants believed should
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1 not be provided to the Plaintiffs. Further, the Defendants were ordered to provide a copy of withheld
2 e-mails to the court with the privilege log for an in-camera review, and e-mail a copy of the privilege
3 log to the Plaintiffs. The Plaintiffs were to be provided access to all the e-mails not designated in the
4 privilege log beginning November 26, 2013. The Defendants failed to produce those e-mails by the
5 Courts' deadline and the Plaintiffs moved for sanctions. The parties were ordered to submit the
6 Defendants' November 25, 2013, privilege log to Discovery Commissioner, Wesley Ayres, with
7 corresponding briefing. Commissioner Ayres determined that the privilege log was legally
8 insufficient. The result was the Defendants waived any right to withhold e-mails identified in their
9 privilege log and the Plaintiffs were entitled to all 78,473 e-mails containing the search term "condo"
10 or "condominium". The Court adopted the recommendation of the Discovery Commissioner finding
11 that the Defendants' objection to the recommendation based on shortage of time to review the
12 privilege log was a result of the Defendants' inaction and lack of participation in the discovery
13 process. The Defendants still did not release the e-mails and the Plaintiffs filed a motion to compel.
14

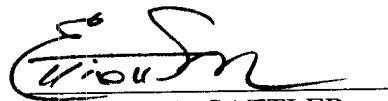
15
16 Nevada Rule of Civil Procedure 1 indicates that the rules of civil procedure are to be
17 administered to secure the "just, speedy, and inexpensive determination of every action." It appears
18 to the Court that the Defendants' focus in this case has been not to comply with NRCP 1. The
19 Defendants' failures to comply with discovery rules have been numerous and pervasive throughout
20 the case. The trial has been rescheduled multiple times resulting in a delay of over a year. The
21 Defendants' failures have led to additional costs to the Plaintiffs and required the Plaintiffs to seek
22 relief from the Court on multiple occasions. This has placed an undue burden on both the Plaintiffs
23 and the Court. The Court has employed progressive sanctions to address discovery abuses. Those
24 sanctions have not been adequate to curtail the Defendants' improper conduct. The Court has
25 repeatedly warned the Defendants that if it found the information provided at the October 2013
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1 hearing to be disingenuous, or if discovery abuses continued it would grant case terminating
2 sanctions.

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

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

8 DATED this 3 day of October, 2014.

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11 ELLIOTT A. SATTLER
12 District Judge
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CERTIFICATE OF MAILING

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

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

DATED this 3 day of October, 2014.


SHEILA MANSFIELD
Judicial Assistant

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

8 ALBERT THOMAS, individually, et al,

9 Plaintiffs,

Case No: CV12-02222

10 vs.

Dept. No: 10

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

13 Defendants.
14 _____/

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

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

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

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

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

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

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

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

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

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

28

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

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

12 **I. FINDINGS OF FACT**

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

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

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

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

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

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

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

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

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

- 1 10. Plaintiff Lee Van Der Bokke is a competent adult and is a resident of the State of
2 California.
- 3 11. Plaintiff Madelyn Van Der Bokke is a competent adult and is a resident of the State of
4 California.
- 5 12. Plaintiff Donald Schreifels is a competent adult and is a resident of the State of
6 Minnesota.
- 7 13. Plaintiff Robert R. Pederson, individually and as Trustee of the Pederson 1990 Trust,
8 is a competent adult and is a resident of the State of California.
- 9 14. Plaintiff Lou Ann Pederson, individually and as Trustee of the Pederson 1990 Trust,
10 is a competent adult and is a resident of the State of California.
- 11 15. Plaintiff Lori Ordovery is a competent adult and is a resident of the State of
12 Connecticut.
- 13 16. Plaintiff William A. Henderson is a competent adult and is a resident of the State of
14 California.
- 15 17. Plaintiff Christine E. Henderson is a competent adult and is a resident of the State of
16 California.
- 17 18. Plaintiff Loren D. Parker is a competent adult and is a resident of the State of
18 Washington.
- 19 19. Plaintiff Suzanne C. Parker is a competent adult and is a resident of the State of
20 Washington.
- 21 20. Plaintiff Michael Izady is a competent adult and is a resident of the State of New
22 York.
- 23 21. Plaintiff Steven Takaki is a competent adult and is a resident of the State of
24 California.
- 25 22. Plaintiff Farad Torabkhan is a competent adult and is a resident of the State of New
26 York.
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- 1 23. Plaintiff Sahar Tavakol is a competent adult and is a resident of the State of New
2 York.
- 3 24. Plaintiff M&Y Holdings is a Nevada Limited Liability Company with its principal
4 place of business in Nevada.
- 5 25. Plaintiff JL&YL Holdings, LLC is a Nevada Limited Liability Company with its
6 principal place of business in Nevada.
- 7 26. Plaintiff Sandi Raines is a competent adult and is a resident of the State of Minnesota.
- 8 27. Plaintiff R. Raghuram is a competent adult and is a resident of the State of California.
- 9 28. Plaintiff Usha Raghuram is a competent adult and is a resident of the State of
10 California.
- 11 29. Plaintiff Lori K. Tokutomi is a competent adult and is a resident of the State of
12 California.
- 13 30. Plaintiff Garrett Tom is a competent adult and is a resident of the State of California.
- 14 31. Plaintiff Anita Tom is a competent adult and is a resident of the State of California.
- 15 32. Plaintiff Ramon Fadrilan is a competent adult and is a resident of the State of
16 California.
- 17 33. Plaintiff Faye Fadrilan is a competent adult and is a resident of the State of California.
- 18 34. Plaintiff Peter K. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
19 competent adult and is a resident of the State of California.
- 20 35. Plaintiff Monica L. Lee, as Trustee of the Lee Family 2002 Revocable Trust, is a
21 competent adult and is a resident of the State of California.
- 22 36. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 23 37. Plaintiff Elias Shamieh is a competent adult and is a resident of the State of
24 California.
- 25 38. Plaintiff Nadine's Real Estate Investments, LLC, is a North Dakota Limited Liability
26 Company.
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- 1 39. Plaintiff Jeffery James Quinn is a competent adult and is a resident of the State of
2 Hawaii.
- 3 40. Plaintiff Barbara Rose Quinn is a competent adult and is a resident of the State of
4 Hawaii.
- 5 41. Plaintiff Kenneth Riche is a competent adult and is a resident of the State of
6 Wisconsin.
- 7 42. Plaintiff Maxine Riche is a competent adult and is a resident of the State of
8 Wisconsin.
- 9 43. Plaintiff Norman Chandler is a competent adult and is a resident of the State of
10 Alabama.
- 11 44. Plaintiff Benton Wan is a competent adult and is a resident of the State of California.
- 12 45. Plaintiff Timothy Kaplan is a competent adult and is a resident of the State of
13 California.
- 14 46. Plaintiff Silkscape Inc. is a California Corporation.
- 15 47. Plaintiff Peter Cheng is a competent adult and is a resident of the State of California.
- 16 48. Plaintiff Elisa Cheng is a competent adult and is a resident of the State of California.
- 17 49. Plaintiff Greg A. Cameron is a competent adult and is a resident of the State of
18 California.
- 19 50. Plaintiff TMI Property Group, LLC is a California Limited Liability Company.
- 20 51. Plaintiff Richard Lutz is a competent adult and is a resident of the State of California.
- 21 52. Plaintiff Sandra Lutz is a competent adult and is a resident of the State of California.
- 22 53. Plaintiff Mary A. Kossick is a competent adult and is a resident of the State of
23 California.
- 24 54. Plaintiff Melvin H. Cheah is a competent adult and is a resident of the State of
25 California.
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- 1 55. Plaintiff Di Shen is a competent adult and is a resident of the State of Texas.
- 2 56. Plaintiff Ajit Gupta is a competent adult and is a resident of the State of California.
- 3 57. Plaintiff Seema Gupta is a competent adult and is a resident of the State of California.
- 4 58. Plaintiff Fredrick Fish is a competent adult and is a resident of the State of Minnesota.
- 5 59. Plaintiff Lisa Fish is a competent adult and is a resident of the State of Minnesota.
- 6 60. Plaintiff Robert A. Williams is a competent adult and is a resident of the State of
- 7 Minnesota.
- 8 61. Plaintiff Jacquelin Pham is a competent adult and is a resident of the State of
- 9 California.
- 10 62. Plaintiff May Ann Hom, as Trustee of the May Ann Hom Trust, is a competent adult
- 11 and is a resident of the State of California.
- 12
- 13 63. Plaintiff Michael Hurley is a competent adult and is a resident of the State of
- 14 Minnesota.
- 15 64. Plaintiff Dominic Yin is a competent adult and is a resident of the State of California.
- 16 65. Plaintiff Duane Windhorst is a competent adult and is a resident of the State of
- 17 Minnesota.
- 18 66. Plaintiff Marilyn Windhorst is a competent adult and is a resident of the State of
- 19 Minnesota.
- 20 67. Plaintiff Vinod Bhan is a competent adult and is a resident of the State of California.
- 21 68. Plaintiff Anne Bhan is a competent adult and is a resident of the State of California.
- 22 69. Plaintiff Guy P. Browne is a competent adult and is a resident of the State of
- 23 California.
- 24 70. Plaintiff Garth Williams is a competent adult and is a resident of the State of
- 25 California.
- 26 71. Plaintiff Pamela Y. Aratani is a competent adult and is a resident of the State of
- 27 California.
- 28

- 1 72. Plaintiff Darleen Lindgren is a competent adult and is a resident of the State of
2 Minnesota.
- 3 73. Plaintiff Laverne Roberts is a competent adult and is a resident of the State of
4 Nevada.
- 5 74. Plaintiff Doug Mecham is a competent adult and is a resident of the State of Nevada.
- 6 75. Plaintiff Chrisine Mecham is a competent adult and is a resident of the State of
7 Nevada.
- 8 76. Plaintiff Kwangsoo Son is a competent adult and is a resident of Vancouver, British
9 Columbia.
- 10 77. Plaintiff Soo Yeun Moon is a competent adult and is a resident of Vancouver, British
11 Columbia.
- 12 78. Plaintiff Johnson Akindodunse is a competent adult and is a resident of the State of
13 California.
- 14 79. Plaintiff Irene Weiss, as Trustee of the Weiss Family Trust, is a competent adult and
15 is a resident of the State of Texas.
- 16 80. Plaintiff Pravesh Chopra is a competent adult and is a resident of the State of
17 California.
- 18 81. Plaintiff Terry Pope is a competent adult and is a resident of the State of Nevada.
- 19 82. Plaintiff Nancy Pope is a competent adult and is a resident of the State of Nevada.
- 20 83. Plaintiff James Taylor is a competent adult and is a resident of the State of California.
- 21 84. Plaintiff Ryan Taylor is a competent adult and is a resident of the State of California.
- 22 85. Plaintiff Ki Ham is a competent adult and is a resident of Surry B.C.
- 23 86. Plaintiff Young Ja Choi is a competent adult and is a resident of Coquitlam, B.C.
- 24 87. Plaintiff Sang Dae Sohn is a competent adult and is a resident of Vancouver, B.C.
- 25 88. Plaintiff Kuk Hyung ("Connie") is a competent adult and is a resident of Coquitlam,
26 B.C.
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- 1 89. Plaintiff Sang (“Mike”) Yoo is a competent adult and is a resident of Coquitlam, B.C.
- 2 90. Plaintiff Brett Menmuir, as Trustee of the Cayenne Trust, is a competent adult and is
- 3 a resident of the State of Nevada.
- 4 91. Plaintiff William Miner, Jr., is a competent adult and is a resident of the State of
- 5 California.
- 6 92. Plaintiff Chanh Truong is a competent adult and is a resident of the State of
- 7 California.
- 8 93. Plaintiff Elizabeth Anders Mecua is a competent adult and is a resident of the State of
- 9 California.
- 10 94. Plaintiff Shepherd Mountain, LLC is a Texas Limited Liability Company with its
- 11 principal place of business in Texas.
- 12 95. Plaintiff Robert Brunner is a competent adult and is a resident of the State of
- 13 Minnesota.
- 14 96. Plaintiff Amy Brunner is a competent adult and is a resident of the State of
- 15 Minnesota.
- 16 97. Plaintiff Jeff Riopelle is a competent adult and is a resident of the State of California.
- 17 98. Plaintiff Patricia M. Moll is a competent adult and is a resident of the State of Illinois.
- 18 99. Plaintiff Daniel Moll is a competent adult and is a resident of the State of Illinois.
- 19 100. The people and entities listed above represent their own individual interests. They are
- 20 not suing on behalf of any entity including the Grand Sierra Unit Home Owner’s Association. The
- 21 people and entities listed above are jointly referred to herein as “the Plaintiffs”.
- 22 101. Defendant MEI-GSR Holdings, LLC (“MEI-GSR”) is a Nevada Limited Liability
- 23 Company with its principal place of business in Nevada.
- 24 102. Defendant Gage Village Commercial Development, LLC (“Gage Village”) is a
- 25 Nevada Limited Liability Company with its principal place of business in Nevada.
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1 103. Gage Village is related to, controlled by, affiliated with, and/or a subsidiary of MEI-
2 GSR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 128. MEI-GSR has systematically endeavored to increase the various fees that are charged
18 in connection with the use of the GSR Condo Units in order to devalue the units owned by
19 Individual Unit Owners.
20

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 III. JUDGMENT

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

23 Monetary Relief:

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

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

20
21 **Non-Monetary Relief:**


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

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

4 **Punitive Damages:**

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

21 DATED this 9 day of October, 2015.

22 
23 ELLIOTT A. SATTLER
24 District Judge
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CERTIFICATE OF SERVICE

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

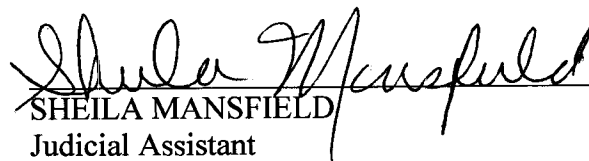
Jonathan Tew, Esq.

Jarrad Miller, Esq.

Stan Johnson, Esq.

Mark Wray, Esq.

DATED this 9 day of October, 2015.


SHEILA MANSFIELD
Judicial Assistant

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

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

Case No. CV12-02222
Dept. No. 10

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

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

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

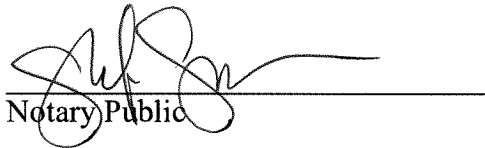
3 **AFFIRMATION**

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

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

7
8
9 Jarrad C. Miller, Esq.

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

13 
Notary Public



1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of
4 18, and not a party within this action. I further certify that on the 28th day of December, 2020, I
5 electronically filed the foregoing **AFFIDAVIT OF BIAS OR PREJUDICE CONCERNING**
6 **KATHLEEN SIGURDSON, ESQ. PURSUANT TO NRS 1.235** with the Clerk of the Court
7 by using the ECF system which served the following parties electronically:

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

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

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

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EXHIBIT “1”

EXHIBIT “1”

WASHOE COUNTY BAR ASSOCIATION JUDICIAL SURVEY 2020

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

Nevada Court of Appeals

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

General Jurisdiction

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

Family Division

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

WASHOE COUNTY BAR ASSOCIATION JUDICIAL SURVEY 2020

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

Court Masters - Family Division

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

Justice of the Peace – Washoe County

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

Municipal Courts – Washoe County

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

EXHIBIT “2”

EXHIBIT “2”

IS JUSTICE FOR SALE IN WASHOE COUNTY?



ORRIN J. H. JOHNSON

OCTOBER 25TH, 2020 - 2:00AM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

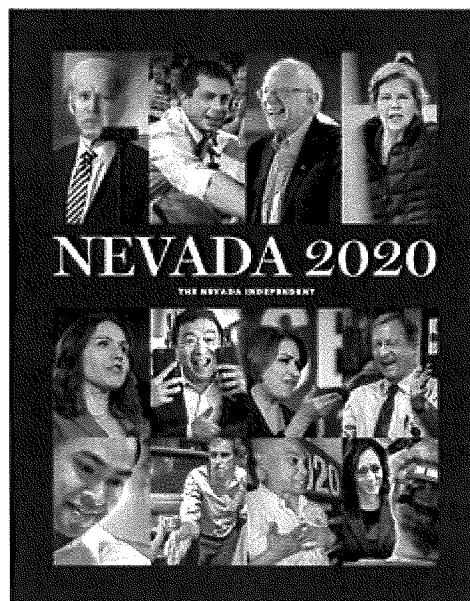
In the meantime, however, we must be vigilant in these types of races, looking beyond mere name-recognition to ensure our system of justice for all remains in competent, independent hands.

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

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Nevada 2020 Photo Book - \$19.99

EXHIBIT “3”

EXHIBIT “3”

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

Name

Office (if applicable)

District (if applicable)

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

Mailing Address

Telephone No.

k_sigurdson@msn.com

E-Mail Address

Select Appropriate Box(es)



CANDIDATE

LEGAL DEFENSE FUND What is this?

AMENDED

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

Period: Jan 01, 2020 - Mar 31, 2020

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

Period: Apr 01, 2020 - Jun 30, 2020

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

Period: Jul 01, 2020 - Sep 30, 2020

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

Period: Oct 01, 2020 - Dec 31, 2020

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

Period: Jan 01, 2020 - Dec 31, 2020

FILED

Apr 15 2020

**BARBARA K.
CEGAVSKE
SECRETARY OF STATE**

FOR OFFICE USE ONLY

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

CONTRIBUTIONS SUMMARY

	This Period	Cumulative From Beginning of Report Period #1 Through End of This Reporting Period
1. Total Monetary Contributions Received in Excess of \$100	\$ 23,000.00	\$ 23,000.00
2. Total Monetary Contributions in the Form of Loans Guaranteed by a 3rd-Party in Excess of \$100	\$ 0.00	\$0.00
3. Total Monetary Contributions in the Form of Loans that were Forgiven in Excess of \$100	\$ 0.00	\$0.00
4. Total Amount of Written Commitments for Contributions in Excess of \$100	\$ 0.00	\$0.00
5. Total Value of In Kind Contributions in Excess of \$100	\$ 0.00	\$0.00
6. Total Value of Written Commitments for In Kind Contributions in Excess of \$100	\$ 0.00	\$0.00
7. Total Amount of all Contributions of \$100 or less	\$ 0.00	\$0.00
8. Total Amount of All Contributions (Add Lines 1 through 7)	\$ 23,000.00	\$23,000.00

EXPENSES SUMMARY

9. Total Monetary Expenses Paid in Excess of \$100	\$ 8,627.36	\$8,627.36
10. Total Value In Kind Expenses in Excess of \$100	\$ 0.00	\$0.00
11. Total Amount of all Expenses of \$100 or less	\$ 0.00	\$0.00
12. Total Amount of All Expenses (Add Lines 9 through 11)	\$ 8,627.36	\$8,627.36

ENDING FUND BALANCE

13. Fund balance at the end of the reporting period	\$14372.64
--	-------------------

AFFIRMATION

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

AND



I have agreed to the following terms and conditions:

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

Kathleen Sigurdson**04/15/2020**

Signature

Date

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


Name (print)

Office (if applicable)

District (if applicable)

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

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

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

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


Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0086

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

Name (print)

Office (if applicable)

District (if applicable)

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

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

R.App.0087

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


Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0088

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

Name (print)

Office (if applicable)

District (if applicable)

EXPENSE CATEGORIES (NRS 294A.365)

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

R.App.0089

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

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

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

Name (print)

Office (if applicable)

District (if applicable)

MONETARY EXPENSES IN EXCESS OF \$100

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

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

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


Name (print)

Office (if applicable)

District (if applicable)

IN KIND EXPENSES IN EXCESS OF \$100

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

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

EL201

Revised: 8-13-13

NRS 294A.120; 294A.125;

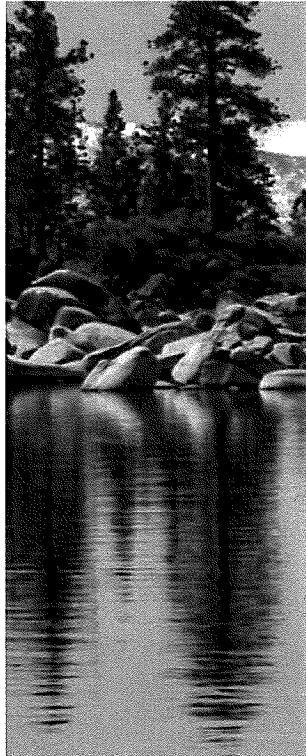
294A.160; 294A.200;

294A.362; 294A.373

R.App.0091

EXHIBIT “4”

EXHIBIT “4”



Grand Sierra

Back to Search

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

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

Contributions Made by Grand Sierra

4 contributions found totaling \$17,528.00.

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

Export results to: Excel CSV PDF

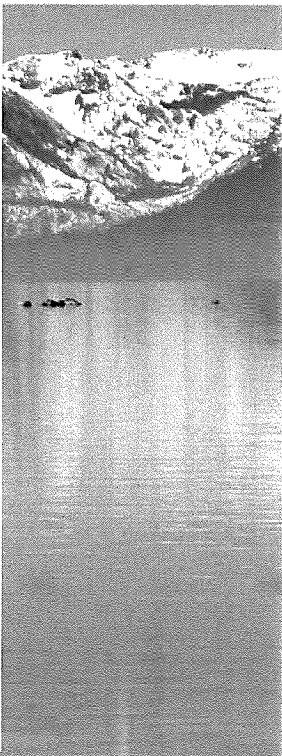


EXHIBIT “5”

EXHIBIT “5”

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

Name

Office (if applicable)

District (if applicable)

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

Mailing Address

Telephone No.

k_sigurdson@msn.com

E-Mail Address

Select Appropriate Box(es)

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

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

FILED

Oct 15 2020

**BARBARA K.
CEGAVSKE
SECRETARY OF STATE**

FOR OFFICE USE ONLY

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

CONTRIBUTIONS SUMMARY

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

EXPENSES SUMMARY

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

ENDING FUND BALANCE

13. Fund balance at the end of the reporting period	\$ 0.00
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AFFIRMATION☒ **I Declare Under an Oath to God that the Forgoing is True and Correct**** A declaration under an oath to God is subject to the same penalties as declaration under penalty of perjury
AND☒ **I have agreed to the following terms and conditions:**

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

Kathleen Sigurdson**10/15/2020**

Signature

Date

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

Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0097

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

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

Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0098

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

Name (print)

Office (if applicable)

District (if applicable)

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

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

R.App.0099

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


Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0100

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

Name (print)

Office (if applicable)

District (if applicable)

EXPENSE CATEGORIES (NRS 294A.365)

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

R.App.0101

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

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

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

Name (print)

Office (if applicable)

District (if applicable)

MONETARY EXPENSES IN EXCESS OF \$100

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

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

R.App.0102

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

IN KIND EXPENSES

Report Period **# 3**

Kathleen Sigurdson

District Court Judge, District 2, Department 10

Name (print) _____

Office (if applicable)

District (if applicable)

IN KIND EXPENSES IN EXCESS OF \$100

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

[illegible]

EL201

Revised: 8-13-13

NRS 294A.120; 294A.125;

294A.160; 294A.200;

294A.362; 294A.373

EXHIBIT “6”

EXHIBIT “6”

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

SB GAMING, LLC

Entity Number:

E0078872014-5

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

02/13/2014

NV Business ID:

NV20141104979

Termination Date:

Perpetual

Annual Report Due Date:

2/28/2021

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

Name of Individual or Legal Entity:

C T CORPORATION SYSTEM

Status:

Active

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

Commercial Registered Agent

NV Business ID:

NV20191497453

Office or Position:**Jurisdiction:**

DELAWARE

Street Address:

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

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

MATTHEW TAYLOR

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

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

Page 1 of 1, records 1 to 1 of 1

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

[Return to Search](#)

[Return to Results](#)

EXHIBIT “7”

EXHIBIT “7”

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

FFN Name Search

FFN Name

Date Range

From Date

To Date

Select DocTypes...

Document Types

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

1 - 4 of 4 items					
Record (/AcclaimWe...	First Direct Name (/Ac...	First Indir...	Instrument # (/A...	Record Date (/A...	Document...
Order	SAHARA LAS VEGAS	LAS VEGAS RESORT HOLDINGS, LLC	201908151012520	08/15/2019	FFN CERTIFICATE
Order	SAHARA LAS VEGAS	SB GAMING, LLC	201908151012524	08/15/2019	FFN CERTIFICATE
Order	SAHARA LAS VEGAS DODGE, CHRYSLER JEEP RAM	CHAPMAN'S LAS VEGAS DODGE LIMITED LIABILITY COMPANY	201908021011860	08/02/2019	FFN CERTIFICATE
Order	SAHARA LAS VEGAS HOTEL AND CASINO	LAS VEGAS RESORT HOLDINGS, LLC	201908151012522	08/15/2019	FFN CERTIFICATE

1 - 4 of 4 items [\(/AcclaimWeb/Search/GetSearchResults\)](/AcclaimWeb/Search/GetSearchResults)

EXHIBIT “8”

EXHIBIT “8”

Corporate Office
9550 Firestone Blvd.
Suite 105

Downey, CA 90241

(o) 562.745.2300

(f) 562.745.2341

EXHIBIT “9”

EXHIBIT “9”



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

19-B92446

FILED

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

MAY 16, 2019

This Space For Office Use Only

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

Filing Fee — \$20.00

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

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

KLOS RADIO, LLC

2. 12-Digit Secretary of State File Number

201910010209

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

CALIFORNIA

4. Business Addresses

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

5. Manager(s) or Member(s)

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

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

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

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

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

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

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

7. Type of Business

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

RADIO BROADCASTING

8. Chief Executive Officer, if elected or appointed

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

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

05/16/2019

MARIO A TAPANES

Counsel

Date

Type or Print Name of Person Completing the Form

Title

Signature

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

Name:

Company:

Address:

City/State/Zip:

EXHIBIT “10”

EXHIBIT “10”



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

60

17-470433

FILED
Secretary of State
State of California

MAY 30 2017

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

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

This Space For Office Use Only

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

KPWR RADIO LLC

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

201713510159

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

4. Business Addresses

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

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

City (no abbreviations)

State

Zip Code

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

City (no abbreviations)

State

CA

Zip Code

5. Manager(s) or Member(s)

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

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

Middle Name

Last Name

Suffix

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

MERUELO MEDIA, LLC

c. **Address**

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

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

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

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

MARIO

Middle Name

A

Last Name

TAPANES

Suffix

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

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

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

7. Type of Business

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

MEDIA BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. **First Name**

Middle Name

Last Name

Suffix

b. **Address**

City (no abbreviations)

State

Zip Code

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

5/19/2016

Date

ALEX MERUELO

Type or Print Name of Person Completing the Form

Manager of Meruelo Media, LLC, the Manager

Title

Signature

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

Name: **MARIO TAPANES**

Company: **KPWR RADIO LLC**

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

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

EXHIBIT “11”

EXHIBIT “11”



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

20-B22840

FILED

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

MAR 12, 2020

This Space For Office Use Only

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

Filing Fee — \$20.00

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

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

KDAY RADIO, LLC

2. 12-Digit Secretary of State File Number

201407310054

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

CALIFORNIA

4. Business Addresses

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

5. Manager(s) or Member(s)

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

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

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete Item 5a

MERUELO MEDIA, LLC

c. Address

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

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

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

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

Mario

Middle Name

A

Last Name

Tapanes

Suffix

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

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

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

7. Type of Business

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

RADIO BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

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

03/12/2020

Alex Meruelo

President of Manager

Date

Type or Print Name of Person Completing the Form

Title

Signature

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

Name:

Company:

Address:

City/State/Zip:

EXHIBIT “12”

EXHIBIT “12”



**California Secretary of State
Electronic Filing**

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: HERMAN WEISSKER, INC.

Entity (File) Number: C0375489

File Date: 04/03/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GE63387

Detailed Filing Information

1. Entity Name: **HERMAN WEISSKER, INC.**
2. Business Addresses:
 - a. Street Address of Principal Office in California:

1645 BROWN AVENUE
Riverside, California 92509
United States of America
 - b. Mailing Address:

9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America
 - c. Street Address of Principal Executive Office:

1645 BROWN AVENUE
Riverside, California 92509
United States of America
3. Officers:
 - a. Chief Executive Officer:

LUIS A ARMONA
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America
 - b. Secretary:

MARIO A TAPANES
9550 Firestone Blvd., Suite 105
Downey, California 90241
United States of America

Document ID: GE63387



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

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

4. Director:

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

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

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

6. Type of Business:

UTILITY CONSTRUCTION

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

Electronic Signature: MARIO A TAPANES

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

Document ID: GE63387



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

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

Document ID: GE63387

EXHIBIT “13”

EXHIBIT “13”



**California Secretary of State
Electronic Filing**



Corporation - Statement of Information No Change

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

Entity (File) Number: C2016247

File Date: 08/26/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GH98458

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

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

Electronic Signature: **Alex Meruelo**

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

Document ID: GH98458



State of California

Kevin Shelley

Secretary of State

STATEMENT OF INFORMATION

(Domestic Stock Corporation)

S

E-091397

FILED

SACRAMENTO, CALIFORNIA

Dec - 16 2004

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

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

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

C2016247

CANTAMAR PROPERTY MANAGEMENT, INC.

9550 FIRESTONE BLVD., SUITE 105
DOWNEY, CA 90241

Kevin Shelley

Kevin Shelley
Secretary of State

This Space For Filing Use Only

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

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

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

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

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

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

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

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

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

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

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

8. NAME ADDRESS CITY AND STATE ZIP CODE

9. NAME ADDRESS CITY AND STATE ZIP CODE

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

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

11. NAME OF AGENT FOR SERVICE OF PROCESS

MARIO A TAPANES

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

TYPE OF BUSINESS

13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

PROPERTY MANAGEMENT

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

ALEX MERUELO

PRESIDENT

12/16/2004

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE

EXHIBIT “14”

EXHIBIT “14”



California Secretary of State Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

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

Entity (File) Number: C4084666

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12402

Detailed Filing Information

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

Document ID: GJ12402



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

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

4. Director:

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

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

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

6. Type of Business:

UTILITY CONSTRUCTION

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

Electronic Signature: MARIO A TAPANES

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

Document ID: GJ12402



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

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

Document ID: GJ12402

EXHIBIT “15”

EXHIBIT “15”



California Secretary of State Electronic Filing



Corporation - Statement of Information

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

Entity (File) Number: C3808489

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12596

Detailed Filing Information

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

Document ID: GJ12596



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

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

4. Director:

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

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

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

6. Type of Business:

CONSTRUCTION SUPPORT
SERVICES

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

Electronic Signature: MARIO A TAPANES

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

Document ID: GJ12596



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

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

Document ID: GJ12596

EXHIBIT “16”

EXHIBIT “16”



California Secretary of State
Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

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

Entity (File) Number: C0369219

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12764

Detailed Filing Information

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

Document ID: GJ12764



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

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

4. Director:

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

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

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

6. Type of Business:

UTILITY CONSTRUCTIONI

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

Electronic Signature: MARIO A TAPANES

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

Document ID: GJ12764



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

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

Document ID: GJ12764

EXHIBIT “17”

EXHIBIT “17”



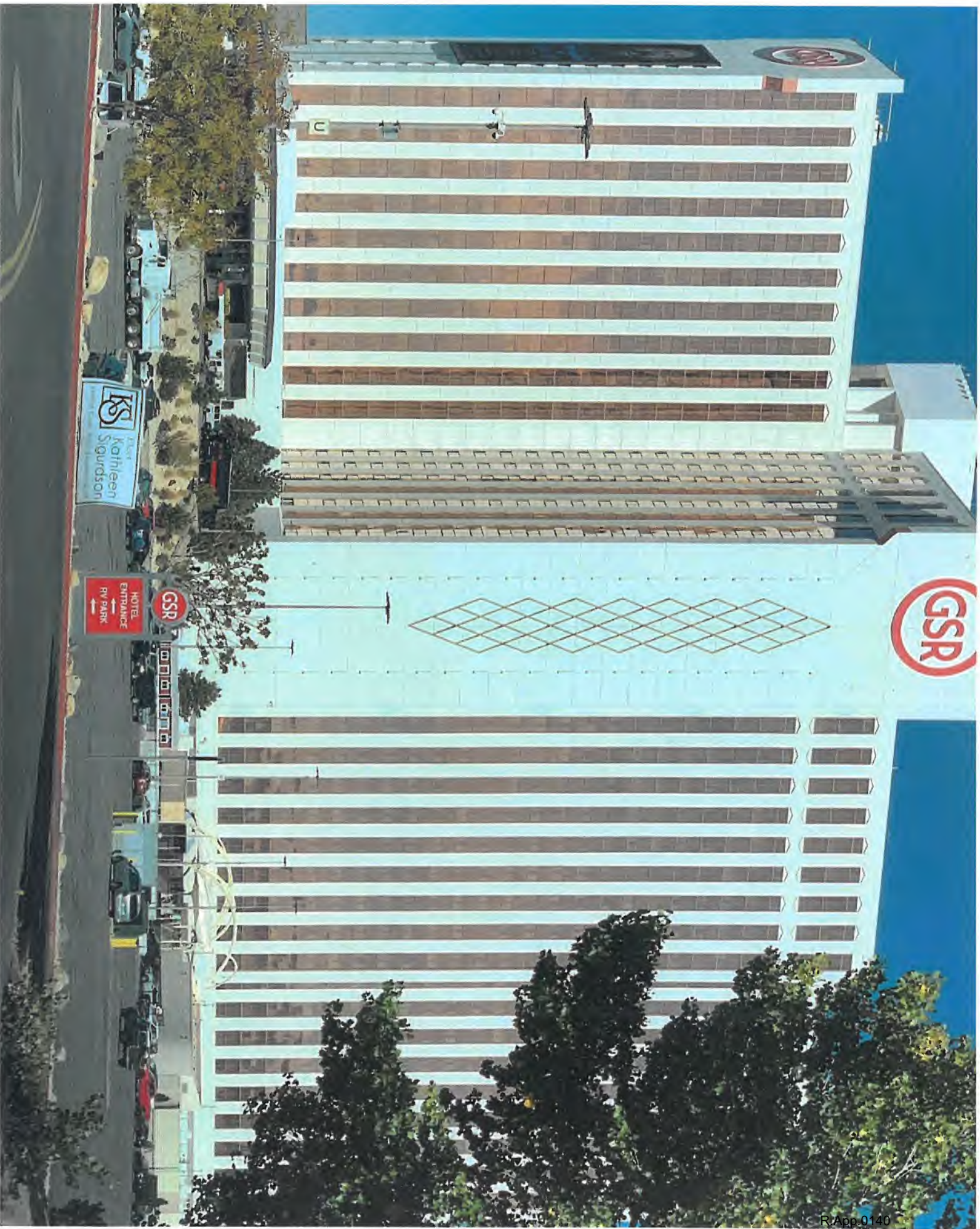








EXHIBIT “18”

EXHIBIT “18”

reno gazette journal

POLITICS

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

Kristin Oh Reno Gazette Journal

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

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

Washoe County released official election results Monday morning.

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

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

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

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

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

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

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

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

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

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

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

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

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

District Court Department 11

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

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

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

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

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

District Court Department 13

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

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

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

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

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

9 ALBERT THOMAS, ET AL.,

Case No.: CV12-02222

10 PLAINTIFFS,

Dept. No.: 10

11 vs.

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

13 DEFENDANTS.
14

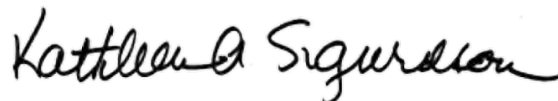
15 **ORDER OF RECUSAL OF PRESIDING JUDGE**

16 **AND FOR RANDOM REASSIGNMENT**

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

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

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

24 

25 DISTRICT COURT JUDGE
26
27
28

EXHIBIT “1”

EXHIBIT “1”

WASHOE COUNTY BAR ASSOCIATION JUDICIAL SURVEY 2020

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

Nevada Court of Appeals

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

General Jurisdiction

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

Family Division

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

WASHOE COUNTY BAR ASSOCIATION JUDICIAL SURVEY 2020

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

Court Masters - Family Division

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

Justice of the Peace – Washoe County

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

Municipal Courts – Washoe County

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

EXHIBIT “2”

EXHIBIT “2”

IS JUSTICE FOR SALE IN WASHOE COUNTY?



ORRIN J. H. JOHNSON

OCTOBER 25TH, 2020 - 2:00AM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

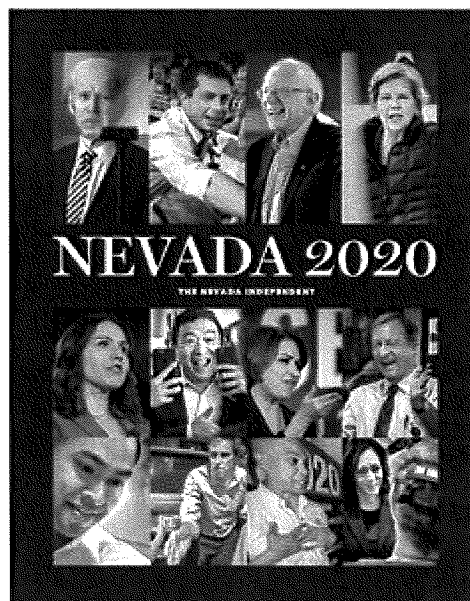
In the meantime, however, we must be vigilant in these types of races, looking beyond mere name-recognition to ensure our system of justice for all remains in competent, independent hands.

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

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THE DAILY INDY

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Nevada 2020 Photo Book - \$19.99

EXHIBIT “3”

EXHIBIT “3”

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

Name

Office (if applicable)

District (if applicable)

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

Mailing Address

Telephone No.

k_sigurdson@msn.com

E-Mail Address

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

Period: Jan 01, 2020 - Mar 31, 2020

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

Period: Apr 01, 2020 - Jun 30, 2020

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

Period: Jul 01, 2020 - Sep 30, 2020

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

Period: Oct 01, 2020 - Dec 31, 2020

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

Period: Jan 01, 2020 - Dec 31, 2020

FILED

Apr 15 2020

**BARBARA K.
CEGAVSKE
SECRETARY OF STATE**

FOR OFFICE USE ONLY

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

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

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

EXPENSES SUMMARY

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

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

ENDING FUND BALANCE

13. Fund balance at the end of the reporting period

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

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

Kathleen Sigurdson**04/15/2020**

Signature

Date

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


Name (print)

Office (if applicable)

District (if applicable)

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

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

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

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


Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0159

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

Name (print)

Office (if applicable)

District (if applicable)

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

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

R.App.0160

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

Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0161

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

Name (print)

Office (if applicable)

District (if applicable)

EXPENSE CATEGORIES (NRS 294A.365)

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

R.App.0162

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

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

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

Name (print)

Office (if applicable)

District (if applicable)

MONETARY EXPENSES IN EXCESS OF \$100

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

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

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


Name (print)

Office (if applicable)

District (if applicable)

IN KIND EXPENSES IN EXCESS OF \$100

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

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

EL201

Revised: 8-13-13

NRS 294A.120; 294A.125;

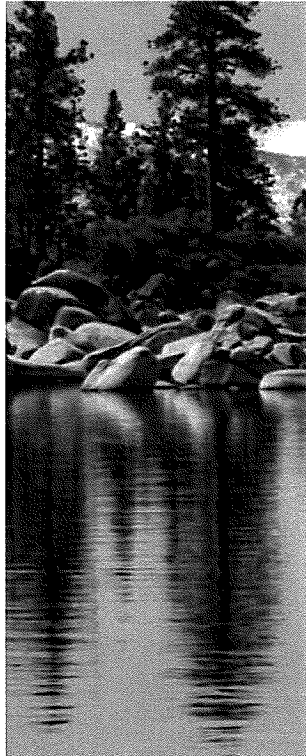
294A.160; 294A.200;

294A.362; 294A.373

R.App.0164

EXHIBIT “4”

EXHIBIT “4”



Grand Sierra

[Back to Search](#)

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

[View all contributions from contributors with the same or similar name](#)
[View all contributions from contributors with the same or similar address](#)

Contributions Made by Grand Sierra

4 contributions found totaling \$17,528.00.

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

Export results to: [Excel](#) [CSV](#) [PDF](#)

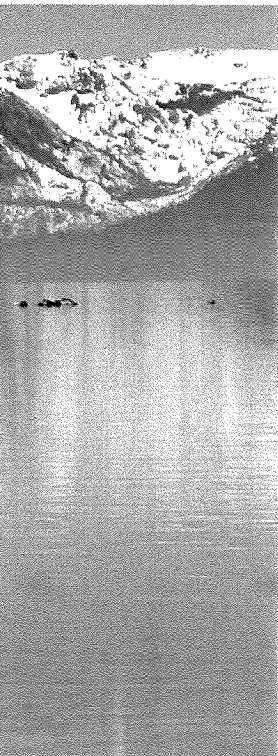


EXHIBIT “5”

EXHIBIT “5”

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

Name

Office (if applicable)

District (if applicable)

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

Mailing Address

Telephone No.

k_sigurdson@msn.com

E-Mail Address

Select Appropriate Box(es)

☒ **CANDIDATE**☐ **LEGAL DEFENSE FUND** [What is this?](#)☐ **AMENDED**

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

FILED

Oct 15 2020

**BARBARA K.
CEGAVSKE
SECRETARY OF STATE**

FOR OFFICE USE ONLY

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

CONTRIBUTIONS SUMMARY

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

EXPENSES SUMMARY

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

ENDING FUND BALANCE

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

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

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

Kathleen Sigurdson**10/15/2020**

Signature

Date

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

Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0170

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

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

Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0171

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

Name (print)

Office (if applicable)

District (if applicable)

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

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

R.App.0172

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


Name (print)

Office (if applicable)

District (if applicable)

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

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

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

R.App.0173

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

Name (print)

Office (if applicable)

District (if applicable)

EXPENSE CATEGORIES (NRS 294A.365)

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

R.App.0174

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

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

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

Name (print)

Office (if applicable)

District (if applicable)

MONETARY EXPENSES IN EXCESS OF \$100

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

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

R.App.0175

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

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

Name (print)

Office (if applicable)

District (if applicable)

IN KIND EXPENSES IN EXCESS OF \$100

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

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

R.App.0176

EL201

Revised: 8-13-13

NRS 294A.120; 294A.125;

294A.160; 294A.200;

294A.362; 294A.373

EXHIBIT “6”

EXHIBIT “6”

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

SB GAMING, LLC

Entity Number:

E0078872014-5

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

02/13/2014

NV Business ID:

NV20141104979

Termination Date:

Perpetual

Annual Report Due Date:

2/28/2021

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

Name of Individual or Legal Entity:

C T CORPORATION SYSTEM

Status:

Active

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

Commercial Registered Agent

NV Business ID:

NV20191497453

Office or Position:**Jurisdiction:**

DELAWARE

Street Address:

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

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

MATTHEW TAYLOR

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

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

Page 1 of 1, records 1 to 1 of 1

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

[Return to Search](#)

[Return to Results](#)

EXHIBIT “7”


EXHIBIT “7”


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

FFN Name Search

FFN Name

Date Range Last 3 Years ▼

From Date 11/16/2017 


To Date 11/16/2020 

Select DocTypes...

Document Types


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

1 20 ▼ items per page

1 - 4 of 4 items 

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

1 20 ▼ items per page

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



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EXHIBIT “8”

EXHIBIT “8”

Corporate Office
9550 Firestone Blvd.
Suite 105

Downey, CA 90241

(o) 562.745.2300

(f) 562.745.2341

EXHIBIT “9”

EXHIBIT “9”



Secretary of State
Statement of Information
 (Limited Liability Company)

LLC-12

19-B92446

FILED

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

MAY 16, 2019

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

Filing Fee — \$20.00

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

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

KLOS RADIO, LLC

2. 12-Digit Secretary of State File Number

201910010209

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

CALIFORNIA

4. Business Addresses

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

5. Manager(s) or Member(s)

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

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

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

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

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

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

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

7. Type of Business

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

RADIO BROADCASTING

8. Chief Executive Officer, if elected or appointed

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

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

05/16/2019

MARIO A TAPANES

Counsel

Date

Type or Print Name of Person Completing the Form

Title

Signature

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

Name: []

Company:

Address:

City/State/Zip: []

EXHIBIT “10”

EXHIBIT “10”



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

60

17-470433

FILED
Secretary of State
State of California

MAY 30 2017

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

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

This Space For Office Use Only

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

KPWR RADIO LLC

2. 12-Digit Secretary of State File Number

201713510159

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

4. Business Addresses

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

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

City (no abbreviations)

State

Zip Code

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

City (no abbreviations)

State

CA

Zip Code

5. Manager(s) or Member(s)

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

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

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete Item 5a

MERUELO MEDIA, LLC

c. Address

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

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

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

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

MARIO

Middle Name

A

Last Name

TAPANES

Suffix

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

DOWNEY

State

CA

Zip Code

90241

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

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

7. Type of Business

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

MEDIA BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

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

5/19/2016

Date

ALEX MERUELO

Type or Print Name of Person Completing the Form

Manager of Meruelo Media, LLC, the Manager

Title

Signature

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

Name: **MARIO TAPANES**

Company: **KPWR RADIO LLC**

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

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

EXHIBIT “11”

EXHIBIT “11”



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

20-B22840

FILED

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

MAR 12, 2020

This Space For Office Use Only

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

Filing Fee – \$20.00

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

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

KDAY RADIO, LLC

2. 12-Digit Secretary of State File Number

201407310054

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

CALIFORNIA

4. Business Addresses

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

5. Manager(s) or Member(s)

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

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

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete Item 5a

MERUELO MEDIA, LLC

c. Address

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

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

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

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

Mario

Middle Name

A

Last Name

Tapanes

Suffix

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

9550 FIRESTONE BLVD, SUITE 105

City (no abbreviations)

Downey

State

CA

Zip Code

90241

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

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

7. Type of Business

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

RADIO BROADCASTING

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

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

03/12/2020

Alex Meruelo

President of Manager

Date

Type or Print Name of Person Completing the Form

Title

Signature

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

Name:

Company:

Address:

City/State/Zip:

EXHIBIT “12”

EXHIBIT “12”



California Secretary of State Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: HERMAN WEISSKER, INC.

Entity (File) Number: C0375489

File Date: 04/03/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GE63387

Detailed Filing Information

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

Document ID: GE63387



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

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

4. Director:

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

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

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

6. Type of Business:

UTILITY CONSTRUCTION

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

Electronic Signature: MARIO A TAPANES

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

Document ID: GE63387



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

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

Document ID: GE63387

EXHIBIT “13”

EXHIBIT “13”



California Secretary of State Electronic Filing



Corporation - Statement of Information No Change

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

Entity (File) Number: C2016247

File Date: 08/26/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GH98458

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

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

Electronic Signature: **Alex Meruelo**

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

Document ID: GH98458



State of California

Kevin Shelley

Secretary of State

STATEMENT OF INFORMATION

(Domestic Stock Corporation)

S

E-091397

FILED

SACRAMENTO, CALIFORNIA

Dec - 16 2004

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

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

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

C2016247

CANTAMAR PROPERTY MANAGEMENT, INC.

9550 FIRESTONE BLVD., SUITE 105
DOWNEY, CA 90241

Kevin Shelley

Kevin Shelley
Secretary of State

This Space For Filing Use Only

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

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

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

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

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

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

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

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

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

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

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

8. NAME ADDRESS CITY AND STATE ZIP CODE

9. NAME ADDRESS CITY AND STATE ZIP CODE

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

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

11. NAME OF AGENT FOR SERVICE OF PROCESS

MARIO A TAPANES

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

TYPE OF BUSINESS

13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

PROPERTY MANAGEMENT

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

ALEX MERUELO

PRESIDENT

12/16/2004

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE

EXHIBIT “14”

EXHIBIT “14”



California Secretary of State Electronic Filing



Corporation - Statement of Information

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

Entity (File) Number: C4084666

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12402

Detailed Filing Information

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

Document ID: GJ12402



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

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

4. Director:

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

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

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

6. Type of Business:

UTILITY CONSTRUCTION

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

Electronic Signature: MARIO A TAPANES

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

Document ID: GJ12402



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

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

Document ID: GJ12402

EXHIBIT “15”

EXHIBIT “15”



California Secretary of State Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

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

Entity (File) Number: C3808489

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12596

Detailed Filing Information

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

Document ID: GJ12596



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

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

4. Director:

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

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

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

6. Type of Business:

CONSTRUCTION SUPPORT
SERVICES

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

Electronic Signature: MARIO A TAPANES

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

Document ID: GJ12596



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. **ALEX MERUELO**
9550 FIRESTONE BLVD, SUITE 105
DOWNEY, California 90241
United States of America
- 2.
- 3.
- 4.
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Document ID: GJ12596

EXHIBIT “16”

EXHIBIT “16”



California Secretary of State
Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

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

Entity (File) Number: C0369219

File Date: 08/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ12764

Detailed Filing Information

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

Document ID: GJ12764



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

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

4. Director:

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

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

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

6. Type of Business:

UTILITY CONSTRUCTIONI

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

Electronic Signature: MARIO A TAPANES

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

Document ID: GJ12764



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

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

Document ID: GJ12764

EXHIBIT “17”

EXHIBIT “17”



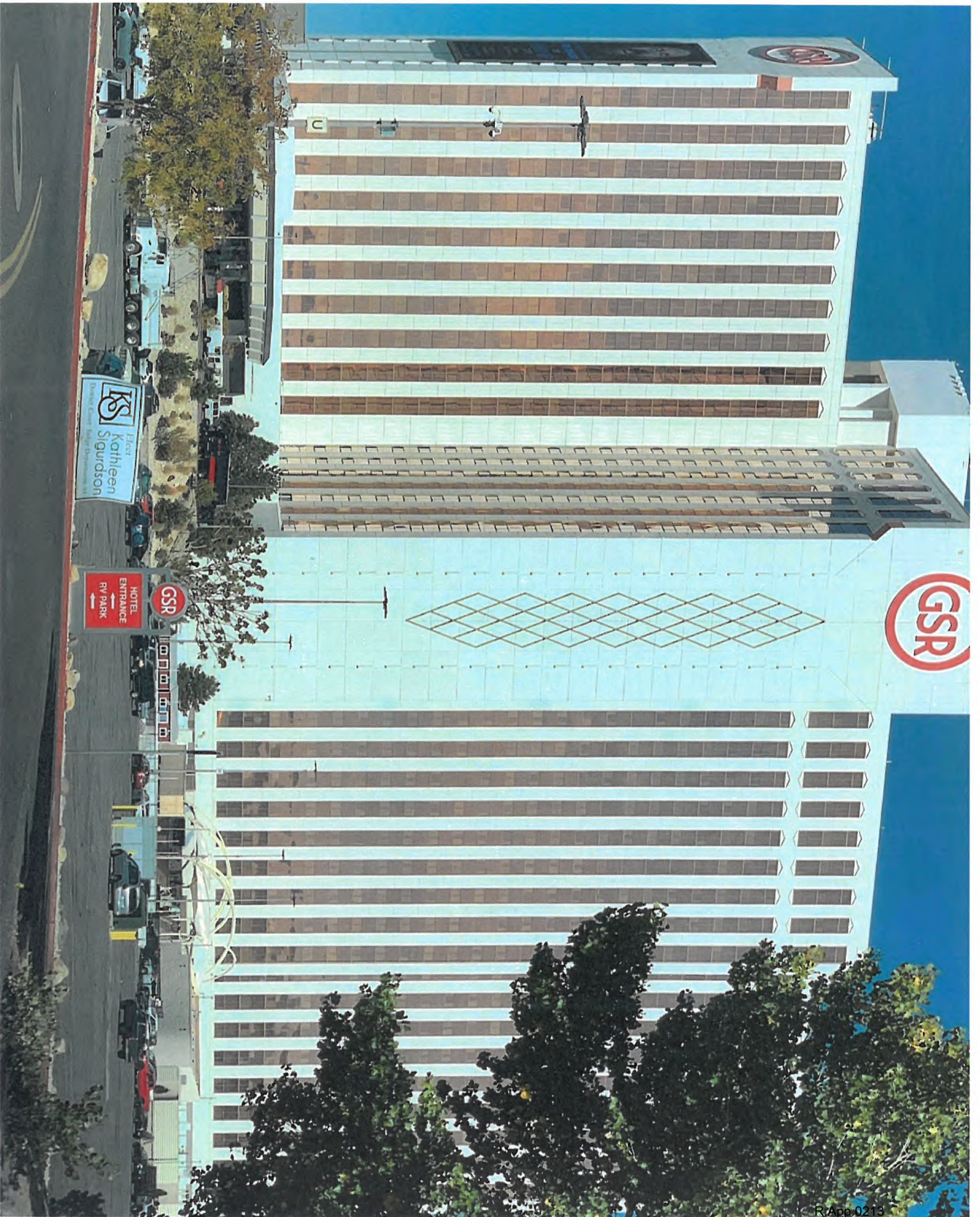








EXHIBIT “18”

EXHIBIT “18”

reno gazette journal

POLITICS

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

Kristin Oh Reno Gazette Journal

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

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

Washoe County released official election results Monday morning.

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

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

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

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

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

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

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

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

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

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

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

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

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

District Court Department 11

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

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

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

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

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

District Court Department 13

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

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

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

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

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G. ROBERTSON, ESQ.
STEFANIE SHARP, ESQ.
JARRAD MILLER, ESQ.
F.SHARP, ESQ.
DAVID MCELHINNEY,
ESQ.
JENNIFER HOSTETLER,
ESQ.
JONATHAN TEW, ESQ.

Michael Decker