

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

MEI-GSR HOLDINGS, LLC, a Nevada limited liability company, et al.,
Appellants,

v.

ALBERT THOMAS, individually, et al.,
Respondents.

No. 88227

DOCKETING

CIVIL APPEALS

Electronically Filed
Mar 28 2024 03:10 PM
Elizabeth N. Brown
Clerk of Supreme Court

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Second Department OJ41
County Washoe Judge Senior Judge Elizabeth Gonzalez
District Ct. Case No. CV12-02222

2. Attorney filing this docketing statement:

Attorney Jordan T. Smith Telephone 702.214.2100

Firm Pisanelli Bice PLLC

Address 400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Client(s) See attachment

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Jarrad C. Miller Telephone 775.329.5600

Firm Robertson, Johnson, Miller & Williamsom

Address 550 West Liberty Street, Suite 600
Reno, Nevada 895101

Client(s) See attachment

Attorney Robert L. Eisenberg Telephone 775.786.6868

Firm Lemons, Grundy & Eisenberg

Address 6005 Plumas Street, Third Floor
Reno, Nevada 89519

Client(s) See attachment

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input checked="" type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

See attachment.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

N/A

8. Nature of the action. Briefly describe the nature of the action and the result below:

This action involves an ongoing dispute about whether Plaintiffs, as unit owners within a hotel condominium arrangement, were damaged by certain conduct of the Defendants, including awarded and alleged continuing damages based upon loss of rental income and depreciation in the value of those units. The parties' rights and responsibilities are largely governed by a Unit Rental Agreement, Unit Maintenance Agreement and CC&Rs.

After entering a default, the district court entered compensatory and punitive damage awards. The district court also issued a preliminary injunction directing the receiver to oversee the common-interest community and implement a rental program for the parties' condo units in conflict with governing documents. When appellants began the contractually mandated unit renovations, the court later granted Respondents' motion for instructions and directed Appellants to stop their renovation and return the rooms to the rental rotation. The court also directed the receiver to calculate the average room rent amount for the Appellants to pay to Respondents--through the receiver.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

- (1) Whether the district court's order is outside the operative complaint after default and violates controlling statutes as well as the governing documents;
- (2) Whether the district court had jurisdiction to direct Appellants to stop renovating the units and continue renting them;
- (3) Whether the district court's remedy constitutes an improper contempt sanction without a hearing.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Appellants' pending writ petition in Docket 88065 addresses the district court's lack of jurisdiction to instruct the receiver to institute a rental program, allow ongoing rents as continuing damages, and prohibit certain actions related to the UOA dissolution and sale.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: It is an issue of public policy whether the district court, in a default proceeding, has jurisdiction to issue orders directing the pre-judgment receiver to provide relief outside the scope of the operative complaint in conflict with statutes and governing documents.

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter is presumptively retained by the Supreme Court under NRAP 17(a)(12) because it raises an issue of significant statewide public importance.

14. Trial. If this action proceeded to trial, how many days did the trial last? _____

Was it a bench or jury trial? N/A

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
No.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from 1/24/2024

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

N/A

17. Date written notice of entry of judgment or order was served 1/24/2024

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed 2/22/2024

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:
N/A

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a).

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|--|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input checked="" type="checkbox"/> Other (specify) <u>NRAP 3A(b)(8)</u> | |
-

(b) Explain how each authority provides a basis for appeal from the judgment or order:
The order appealed from is either independently appealable or appealable as a special order entered after final judgment.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

See attachment.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

N/A.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Plaintiffs sued Grand Sierra Resort Association for appointment of a receiver, money damages, equitable relief; MEI-GSR for money damages and equitable relief; and Gage Village Development for equitable relief.

Defendants filed counterclaims against all plaintiffs for damages, declaratory relief, and injunctive relief.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

The Court has previously ruled that there are pending receivership claims below. That ruling is subject to a pending petition for rehearing.

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

The order is independently appealable under NRAP 3A(b)(1) or NRAP 3A(b)(8).

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

MEI-GSR Holdings, LLC et al.
Name of appellant

Jordan T. Smith
Name of counsel of record

March 28, 2024
Date

/s/ Jordan T. Smith
Signature of counsel of record

Nevada, Clark County
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 28th day of March, 2024, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Jarrad C. Miller
Briana N. Collings
Robertson, Johnson, Miller & Williamson

and

Robert L. Eisenberg
Lemons, Grundy & Eisenberg
Attorneys for Repspondent
See attachment.

Dated this 28th day of March, 2024

/s/ Shannon Dinkel
Signature

ATTACHMENT TO CERTIFICATE OF SERVICE

1. Jarrad C. Miller, Esq.
Briana N. Collings, Esq.
ROBERTSON, JOHNSON, MILLER & WILLIAMSON
50 West Liberty Street, Suite 600
Reno, Nevada 89501
Telephone: (775) 329-5600
Attorney for Respondent
2. Robert L. Eisenberg, Esq.
LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519
Telephone: (775) 786-6868
Attorney for Respondent

Attachment to Question 2:

Clients:

1. MEI-GSR Holdings, LLC; Gage Village Commercial Development, LLC; and AM-GSR Holdings, LLC.

Attachment to Question 3:

1. Attorney(s) continued

Robert L. Eisenberg
Lemons, Grundy & Eisenberg
6005 Plumas Street, Third Floor
Reno, Nevada 89519
Telephone: 775.786.6868

2. Clients

Albert Thomas; Jane Dunlap; John Dunlap; Barry Hay; Marie-Anne Alexander, as Trustee of the Marie-Annie Alexander Living Trust; Melissa Vagujhelyi and George Vagujhelyi, as Trustees of the George Vagujhelyi and Melissa Vagujhelyi 2001 Family Trust Agreement, u/t/a April 13, 2001; D' Arcy Nunn; Henry Nunn; Madelyn Van Der Bokke; Lee Van Der Bokke; Donald Schreifels; 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 Ordovery; William A. Henderson, individually; Christine E. Henderson; Loren D. Parker; Suzanne C. Parker; Michael Izady; Steven Takaki; Farad Torabkhan; Sahar Tavakoli; M&Y Holdings, LLC; JL&YL Holdings, LLC; Sandi Raines; R. Raghuram; Usha Raghuram; Lori K. Tokutomi; Garret Tom; Anita Tom; Ramon Fadrilan; Faye Fadrilan; Peter K. Lee and Monica L. Lee, as Trustees of the Lee Family 2002 Revocable Trust; Dominic Yin; Elias Shamieh; Jeffrey Quinn; Barbara Rose Quinn; Kenneth Riche; Maxine Riche; Norman Chandler; Benton Wan; Timothy D. Kaplan; Silkscape Inc.; Peter Cheng; Elisa Cheng; Greg A. Cameron; TMI Property Group, LLC; Richard Lutz; Sandra Lutz; Mary A. Kossick; Melvin Cheah; Di Shen; Nadine's Real Estate Investments, LLC; Ajit Gupta; Seema Gupta; Fredrick Fish; Lisa Fish; Robert A. Williams; Jacquelin Pham; May Ann Hom, as Trustee of the May Ann Hom Trust; Michael Hurley; Dominic Yin; Duane Windhorst; Marilyn Windhorst; Vinod Bhan; Anne Bhan; Guy P. Browne; Garth A. Williams; Pamela Y. Aratani; Darlene Lindgren; Laverne Roberts; Doug Mecham; Chrisine Mecham; Kwangsoo Son; Soo Yeun Moon; Johnson Akindodunse; Irene Weiss, as Trustee of the Weiss Family Trust; Pravesh Chopra; Terry Pope; Nancy Pope; James Taylor; Ryan Taylor; Ki Ham; Young Ja Choi; Sang Dae Sohn; Kuk Hyung (Connie); Sang (Mike) Yoo; Brett Menmuir, as Trustee of the Cayenne Trust; William Miner, Jr.; Chanh Truong; Elizabeth Anders Mecua; Shepherd Mountain, LLC; Robert Brunner; Amy Brunner; Jeff Riopelle; Patricia M. Moll; and Daniel Moll.

Attachment to Question 6:

MEI-GSR Holdings, LLC v. Thomas, Docket No. 69184

Thomas v. MEI-GSR Holdings, LLC, Docket No. 70498

MEI-GSR Holdings, LLC v. Thomas, Docket No. 84143

MEI-GSR Holdings, LLC v. Thomas, Docket No. 85915

MEI-GSR Holdings, LLC v. Thomas, Docket No. 86092

MEI-GSR Holdings, LLC v. Thomas, Docket No. 86985

MEI-GSR Holdings, LLC v. Thomas, Docket No. 87243

MEI-GSR Holdings, LLC v. Thomas, Docket No. 87303

MEI-GSR Holdings, LLC v. Thomas, Docket No. 87566

MEI-GSR Holdings, LLC v. Thomas, Docket No. 87567

MEI-GSR Holdings, LLC v. Thomas, Docket No. 87685

MEI-GSR Holdings, LLC v. Thomas, Docket No. 88043

MEI-GSR Holdings, LLC v. Thomas, Docket No. 88044

MEI-GSR Holdings, LLC v. Second Jud. Dist. Ct., Docket No. 88065

Attachment to Question 22:

1. Plaintiffs/Respondents:

Albert Thomas; Jane Dunlap; John Dunlap; Barry Hay; Marie-Anne Alexander, as Trustee of the Marie-Annie Alexander Living Trust; Melissa Vagujhelyi and George Vagujhelyi, as Trustees of the George Vagujhelyi and Melissa Vagujhelyi 2001 Family Trust Agreement, u/t/a April 13, 2001; D' Arcy Nunn; Henry Nunn; Madelyn Van Der Bokke; Lee Van Der Bokke; Donald Schreifels; 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 Ordovery; William A. Henderson, individually; Christine E. Henderson; Loren D. Parker; Suzanne C. Parker; Michael Izady; Steven Takaki; Farad Torabkhan; Sahar Tavakol; M&Y Holdings, LLC; JL&YL Holdings, LLC; Sandi Raines; R. Raghuram; Usha Raghuram; Lori K. Tokutomi; Garret Tom; Anita Tom; Ramon Fadrilan; Faye Fadrilan; Peter K. Lee and Monica L. Lee, as Trustees of the Lee Family 2002 Revocable Trust; Dominic Yin; Elias Shamieh; Jeffrey Quinn; Barbara Rose Quinn; Kenneth Riche; Maxine Riche; Norman Chandler; Benton Wan; Timothy D. Kaplan; Silkscape Inc.; Peter Cheng; Elisa Cheng; Greg A. Cameron; TMI Property Group, LLC; Richard Lutz; Sandra Lutz; Mary A. Kossick; Melvin Cheah; Di Shen; Nadine's Real Estate Investments, LLC; Ajit Gupta; Seema Gupta; Fredrick Fish; Lisa Fish; Robert A. Williams; Jacquelin Pham; May Ann Hom, as Trustee of the May Ann Hom Trust; Michael Hurley; Dominic Yin; Duane Windhorst; Marilyn Windhorst; Vinod Bhan; Anne Bhan; Guy P. Browne; Garth A.

Williams; Pamela Y. Aratani; Darlene Lindgren; Laverne Roberts; Doug Mecham; Chrisine Mecham; Kwangsoo Son; Soo Yeun Moon; Johnson Akindodunse; Irene Weiss, as Trustee of the Weiss Family Trust; Pravesh Chopra; Terry Pope; Nancy Pope; James Taylor; Ryan Taylor; Ki Ham; Young Ja Choi; Sang Dae Sohn; Kuk Hyung (Connie); Sang (Mike) Yoo; Brett Menmuir, as Trustee of the Cayenne Trust; William Miner, Jr.; Chanh Truong; Elizabeth Anders Mecua; Shepherd Mountain, LLC; Robert Brunner; Amy Brunner; Jeff Riopelle; Patricia M. Moll; and Daniel Moll.

2. Defendants/Appellants:

MEI-GSR Holdings, LLC; Gage Village Commercial Development, LLC; and AM-GSR Holdings, LLC.

EXHIBIT A

1 CODE: 1090
2 G. David Robertson, Esq. (NV Bar No. 1001)
3 Jarrad C. Miller, Esq. (NV Bar No. 7093)
4 Jonathan J. Tew, Esq. (NV Bar No. 11874)
5 Robertson, Johnson, Miller & Williamson
6 50 West Liberty Street, Suite 600
7 Reno, Nevada 89501
8 (775) 329-5600
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
individually; KENNETH RICHE,
2 individually; MAXINE RICHE, individually;
NORMAN CHANDLER, individually;
3 BENTON WAN, individually; TIMOTHY D.
KAPLAN, individually; SILKSCAPE INC.;
4 PETER CHENG, individually; ELISA
CHENG, individually; GREG A.
5 CAMERON, individually; TMI PROPERTY
GROUP, LLC; RICHARD LUTZ,
6 individually; SANDRA LUTZ, individually;
MARY A. KOSSICK, individually; MELVIN
7 CHEAH, individually; DI SHEN,
individually; NADINE'S REAL ESTATE
8 INVESTMENTS, LLC; AJIT GUPTA,
individually; SEEMA GUPTA, individually;
9 FREDRICK FISH, individually; LISA FISH,
individually; ROBERT A. WILLIAMS,
10 individually; JACQUELIN PHAM,
individually; MAY ANN HOM, as Trustee of
11 the MAY ANN HOM TRUST; MICHAEL
HURLEY, individually; DOMINIC YIN,
12 individually; DUANE WINDHORST,
individually; MARILYN WINDHORST,
13 individually; VINOD BHAN, individually;
ANNE BHAN, individually; GUY P.
14 BROWNE, individually; GARTH A.
WILLIAMS, individually; PAMELA Y.
15 ARATANI, individually; DARLENE
LINDGREN, individually; LAVERNE
16 ROBERTS, individually; DOUG MECHAM,
individually; CHRISINE MECHAM,
17 individually; KWANGSOO SON,
individually; SOO YEUN MOON,
18 individually; JOHNSON AKINDODUNSE,
individually; IRENE WEISS, as Trustee of
19 the WEISS FAMILY TRUST; PRAVESH
CHOPRA, individually; TERRY POPE,
20 individually; NANCY POPE, individually;
JAMES TAYLOR, individually; RYAN
21 TAYLOR, individually; KI HAM,
individually; YOUNG JA CHOI,
22 individually; SANG DAE SOHN,
individually; KUK HYUNG (CONNIE),
23 individually; SANG (MIKE) YOO,
individually; BRETT MENMUIR, as Trustee
24 of the CAYENNE TRUST; WILLIAM
MINER, JR., individually; CHANH
25 TRUONG, individually; ELIZABETH
ANDERS MECUA, individually;
26 SHEPHERD MOUNTAIN, LLC; ROBERT
BRUNNER, individually; AMY BRUNNER,
27 individually; JEFF RIOPELLE, individually;
PATRICIA M. MOLL, individually;
28 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

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

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

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

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

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

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

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

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

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

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

26 113. Defendants MEI-GSR and Gage Village have used, and continue to use, their
27 control over the Defendant Unit Owners' Association to advance Defendants MEI-GSR and
28 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.

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

By: /s/ Jarrad C. Miller
G. David Robertson, Esq.
Jarrad C. Miller, Esq.
Jonathan J. Tew, Esq.
Attorneys for Plaintiffs

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Sean L. Brohawn, Esq.
50 W. Liberty Street, Suite 1040
Reno, NV 89501
Attorneys for Defendants / Counterclaimants

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EXHIBIT B

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Sean L. Brohawn, Esq.
Nevada Bar No. 7618
SEAN L. BROHAWN, PLLC
50 West Liberty Street, Suite 1040
Reno, Nevada 89501
Telephone: (775) 453-1505
Facsimile: (775) 453-1537
Sean@brohawnlaw.com

Attorneys for Defendants /
Counterclaimants

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

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

Case No.: CV12-02222

Dept. No.:10

ANSWER TO SECOND AMENDED
COMPLAINT AND COUNTERCLAIM

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

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FADRILAN, individually; PETER K. LEE and
MONICA L. LEE, as Trustees of the LEE
FAMILY 2002 REVOCABLE TRUST;
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.; GREG A.
CAMERON, individually; TMI PROPERTY
GROUP, LLC; NADINE'S REAL ESTATE
INVESTMENTS, LLC; ROBERT A.
WILLIAMS, individually; DUANE
WINDHORST, individually; MARILYN
WINDHORST, individually; GARTH A.
WILLIAMS, individually; PAMELA Y.
ARATANI, individually; DARLENE
LINDGREN, individually; SOO YEUN MOON,
individually; IRENE WEISS, as Trustee of the
WEISS FAMILY TRUST; PRAVESH
CHOPRA, individually; TERRY POPE,
individually; NANCY POPE, individually; KI
NAM CHOI, individually; YOUNG JA CHOI,
individually; KUK HYUNG (CONNIE) YOO,
individually; SANG (MIKE) YOO, individually;
BRETT MENMUIR, as Trustee of the
CAYENNE TRUST; CHANH TRUONG,
individually; SHEPHERD MOUNTAIN, LLC;
ROBERT BRUNNER, individually; AMY
BRUNNER, individually; JEFF RIOPELLE,
individually; and DOES 1
through 200, inclusive,

Counter-Defendants

ANSWER

Defendants, MEI-GSR HOLDINGS, LLC, a Nevada limited liability company ("GSR"),
GRAND SIERRA RESORT UNIT OWNERS' ASSOCIATION, a Nevada nonprofit corporation
("GSR UOA"), GAGE VILLAGE COMMERCIAL DEVELOPMENT, LLC, a Nevada Limited
Liability Company ("Gage Village") (collectively "Defendants"), by and through their counsel of
record, SEAN L. BROHAWN, PLLC, for their answer to Plaintiffs' Second Amended
Complaint, allege as follows:

1 1. Defendants are without knowledge or information sufficient to form a belief as to
2 the truth of the allegations contained in Paragraphs 1 through 99 and, therefore, the same are
3 denied.

4 2. Defendants admit the allegations of Paragraph 100.

5 3. Defendants deny the allegations of Paragraph 101.

6 4. Defendants deny the allegations of Paragraph 102.

7 5. Defendants admit the allegations of Paragraph 103.

8 6. Answering the allegations of Paragraph 104, Defendants are without knowledge
9 or information sufficient to form a belief as to the truth of the allegations contained in Paragraph
10 104 and, therefore, the same are denied.

11 7. Answering the allegations of Paragraph 105, Defendants incorporate the
12 preceding allegations of this Answer, as if the same were set forth at length herein.

13 8. Answering the allegations of paragraph 106, Defendants admit that the GSR
14 Condo Units are part of the Grand Sierra Resort Unit-Owners' Association, and that the GSR
15 Condo Units are located on floors 17 through 24 of the hotel tower of the Grand Sierra Resort &
16 Casino, at 2500 East Second Street, Reno, Nevada. Defendants deny the remaining allegations of
Paragraph 106.

17 9. Defendants admit the allegations of 107.

18 10. Defendants admit the allegations of Paragraph 108.

19 11. Defendants deny the allegations of Paragraph 109.

20 12. Defendants admit the allegations of Paragraph 110.

21 13. Defendants admit the allegations of Paragraph 111.

22 14. Defendants deny the allegations of Paragraph 112.

23 15. Defendants deny the allegations of Paragraph 113.

24 16. Defendants deny the allegations of Paragraph 114.

25 17. Defendants deny the allegations of Paragraph 115.

26 18. Defendants admit the allegations of Paragraph 116.

27 19. Answering the allegations of Paragraph 117, Defendants admit that the Unit
28 Owners' Association maintains a capital reserve account, and that the Unit Owners' Association
collects association dues that vary depending upon the size of the unit, as provided in the

1 CC&Rs. Defendants deny the remaining allegations of Paragraph 117.

2 20. Answering the allegations of Paragraph 118, Defendants admit that the Unit
3 Owners pay for certain taxes, unit cleaning services, capital reserve funding for components
4 within the units and for identified elements and systems of the building, routine maintenance of
5 each unit and utilities that service each unit. Defendants deny the remaining allegations of
6 Paragraph 118.

7 21. Defendants deny the allegations of Paragraph 119.

8 22. Defendants deny the allegations of Paragraph 120.

9 23. Defendants deny the allegations of Paragraph 121.

10 24. Defendants admit the allegations of Paragraph 122.

11 25. Defendants deny the allegations of Paragraph 123.

12 26. Defendants deny the allegations of Paragraph 124.

13 27. Answering the allegations of Paragraph 125, Defendants admit that certain fees
14 paid by Unit Owners are not included within the budget of the Unit Owners' Association, as
15 provided in the CC&Rs. Defendants deny the remaining allegations of Paragraph 125.

16 28. Defendants deny the allegations of Paragraph 126.

17 29. Defendants deny the allegations of Paragraph 127.

18 30. Defendants deny the allegations of Paragraph 128.

19 31. Defendants deny the allegations of Paragraph 129.

20 32. Defendants deny the allegations of Paragraph 130.

21 33. Defendants deny the allegations of Paragraph 131.

22 34. Answering the allegations of Paragraph 132, Defendants admit that GSR rents
23 GSR Condo Units owned by GSR and Gage Village, as well as some of the GSR Condo Units
24 owned by certain individual condo Unit owners. Defendants deny the remaining allegations of
Paragraph 132.

25 35. Answering the allegations of Paragraph 133, Defendants admit that GSR has
26 entered into Unit Rental Agreements with certain individual condo Unit owners. Defendants
27 deny the remaining allegations of Paragraph 133.

28 36. Defendants deny the allegations of Paragraph 134.

37. Defendants are without knowledge or information sufficient to form a belief as to

1 the truth of the allegations contained in Paragraph 135 and, therefore, the same are denied.

2 38. Defendants are without knowledge or information sufficient to form a belief as to
3 the truth of the allegations contained in Paragraph 136 and, therefore, the same are denied.

4 39. Defendants are without knowledge or information sufficient to form a belief as to
5 the truth of the allegations contained in Paragraph 137 and, therefore, the same are denied.

6 40. Defendants are without knowledge or information sufficient to form a belief as to
7 the truth of the allegations contained in Paragraph 138 and, therefore, the same are denied.

8 41. Defendants deny the allegations of Paragraph 139.

9 42. Defendants deny the allegations of Paragraph 140.

10 43. Defendants deny the allegations of Paragraph 141.

11 44. Defendants admit the allegations of Paragraph 142.

12 45. Defendants deny the allegations of Paragraph 143.

13 46. Defendants deny the allegations of Paragraph 144.

14 47. Defendants deny the allegations of Paragraph 145.

15 **FIRST CLAIM FOR RELIEF**

16 48. Answering the allegations of Paragraph 146, Defendants incorporate the
preceding allegations of this Answer, as if the same were set forth at length herein.

17 49. Defendants admit the allegations of Paragraph 147.

18 50. Defendants deny the allegations of Paragraph 148.

19 51. Defendants deny the allegations of Paragraph 149.

20 52. Defendants deny the allegations of Paragraph 150.

21 53. Defendants deny the allegations of Paragraph 151.

22 54. Defendants deny the allegations of Paragraph 152.

23 55. Defendants deny the allegations of Paragraph 153.

24 **SECOND CLAIM FOR RELIEF**

25 56. Answering the allegations of Paragraph 154, Defendants incorporate the
26 preceding allegations of this Answer, as if the same were set forth at length herein.

27 57. Defendants admit the allegations of Paragraph 155.

28 58. Defendants deny the allegations of Paragraph 156.

59. Defendants deny the allegations of Paragraph 157.

1 60. Defendants deny the allegations of Paragraph 158.

2 61. Defendants deny the allegations of Paragraph 159.

3 62. Defendants deny the allegations of Paragraph 160.

4 63. Defendants deny the allegations of Paragraph 161.

5 64. Defendants deny the allegations of Paragraph 162.

6 **THIRD CLAIM FOR RELIEF**

7 65. Answering the allegations of Paragraph 163, Defendants incorporate the
8 preceding allegations of this Answer, as if the same were set forth at length herein.

9 66. Answering the allegations of Paragraph 164, Defendants admit that GSR has
10 entered into Unit Rental Agreements with certain individual condo Unit owners. Defendants
11 deny the remaining allegations of Paragraph 164.

12 67. Defendants deny the allegations of Paragraph 165.

13 68. Answering the allegations of Paragraph 166, Defendants admit that GSR has
14 entered into individual Unit Rental Agreements with certain individual condo Unit owners, but
15 has not entered into a global agreement regarding Unit rental with Unit Owners as a whole.
16 Defendants admit that each individual existing rental agreement is enforceable. Defendants deny
the remaining allegations of Paragraph 166.

17 69. Defendants deny the allegations of Paragraph 167.

18 70. Defendants deny the allegations of Paragraph 168.

19 71. Defendants deny the allegations of Paragraph 169.

20 **FOURTH CLAIM FOR RELIEF**

21 72. Answering the allegations of Paragraph 170, Defendants incorporate the
22 preceding allegations of this Answer, as if the same were set forth at length herein.

23 73. Answering the allegations of Paragraph 171, Defendants admit that GSR and
24 Plaintiffs are contractually obligated to each other, under one or more types of agreements
25 between them. Defendants deny the remaining allegations of Paragraph 171.

26 74. Defendants are without knowledge or information sufficient to form a belief as to
27 the truth of the allegations contained in Paragraph 172 and, therefore, the same are denied.

28 75. Defendants deny the allegations of Paragraph 173.

 76. Defendants deny the allegations of Paragraph 174.

1 77. Defendants deny the allegations of Paragraph 175.

2 78. Defendants deny the allegations of Paragraph 176.

3 79. Defendants deny the allegations of Paragraph 177.

4 80. Defendants deny the allegations of Paragraph 178.

5 81. Defendants deny the allegations of Paragraph 179.

6 82. Defendants deny the allegations of Paragraph 180.

7 **FIFTH CLAIM FOR RELIEF**

8 83. Answering the allegations of Paragraph 181, Defendants incorporate the
9 preceding allegations of this Answer, as if the same were set forth at length herein.

10 84. Answering the allegations of Paragraph 182, Defendants admit that GSR and
11 Plaintiffs are contractually obligated to each other, under one or more types of agreements
12 between them. Defendants deny the remaining allegations of Paragraph 182.

13 85. Answering the allegations of Paragraph 183, Defendants admit that individual
14 rental agreements require GSR to market and rent individually owned units. Defendants deny
15 the remaining allegations of Paragraph 183.

16 86. Defendants deny the allegations of Paragraph 184.

17 87. Defendants deny the allegations of Paragraph 185.

18 88. Defendants deny the allegations of Paragraph 186.

19 89. Defendants deny the allegations of Paragraph 187.

20 90. Defendants deny the allegations of Paragraph 188.

21 **SIXTH CLAIM FOR RELIEF**

22 91. Answering the allegations of Paragraph 189, Defendants incorporate the
23 preceding allegations of this Answer, as if the same were set forth at length herein.

24 92. Answering the allegations of Paragraph 190, Defendants assert that NRS 41.600
25 speaks for itself. Defendants deny the remaining allegations of Paragraph 190.

26 93. Answering the allegations of Paragraph 191, Defendants assert that NRS 41.600
27 speaks for itself. Defendants deny the remaining allegations of Paragraph 191.

28 94. Answering the allegations of Paragraph 192, Defendants assert that NRS Chapter
598 speaks for itself. Defendants deny the remaining allegations of Paragraph 192.

95. Defendants deny the allegations of Paragraph 193.

1 96. Defendants deny the allegations of Paragraph 194.

2 97. Defendants deny the allegations of Paragraph 195.

3 98. Defendants deny the allegations of Paragraph 196.

4 99. Defendants deny the allegations of Paragraph 197.

5 **SEVENTH CLAIM FOR RELIEF**

6 100. Answering the allegations of Paragraph 198, Defendants incorporate the
7 preceding allegations of this Answer, as if the same were set forth at length herein.

8 101. Defendants are without knowledge or information sufficient to form a belief as to
9 the truth of the allegations contained in Paragraph 199 and, therefore, the same are denied.

10 102. Defendants are without knowledge or information sufficient to form a belief as to
11 the truth of the allegations contained in Paragraph 200 and, therefore, the same are denied.

12 103. Defendants are without knowledge or information sufficient to form a belief as to
13 the truth of the allegations contained in Paragraph 201 and, therefore, the same are denied.

14 104. Defendants are without knowledge or information sufficient to form a belief as to
15 the truth of the allegations contained in Paragraph 202 and, therefore, the same are denied.

16 105. Defendants are without knowledge or information sufficient to form a belief as to
17 the truth of the allegations contained in Paragraph 203 and, therefore, the same are denied.

18 **EIGHTH CLAIM FOR RELIEF**

19 106. Answering the allegations of Paragraph 204, Defendants incorporate the
20 preceding allegations of this Answer, as if the same were set forth at length herein.

21 107. Defendants deny the allegations of Paragraph 205.

22 108. Defendants deny the allegations of Paragraph 206.

23 109. Defendants deny the allegations of Paragraph 207.

24 **NINTH CLAIM FOR RELIEF**

25 110. Answering the allegations of Paragraph 208, Defendants incorporate the
26 preceding allegations of this Answer, as if the same were set forth at length herein.

27 111. Defendants are without knowledge or information sufficient to form a belief as to
28 the truth of the allegations contained in Paragraph 209 and, therefore, the same are denied.

 112. Defendants deny the allegations of Paragraph 210.

 113. Defendants are without knowledge or information sufficient to form a belief as to

1 the truth of the allegations contained in Paragraph 211 and, therefore, the same are denied.

2 114. Defendants deny the allegations of Paragraph 212.

3 115. Defendants deny the allegations of Paragraph 213.

4 116. Defendants deny the allegations of Paragraph 214.

5 **TENTH CLAIM FOR RELIEF**

6 117. Answering the allegations of Paragraph 215, Defendants incorporate the
7 preceding allegations of this Answer, as if the same were set forth at length herein.

8 118. Answering the allegations of Paragraph 216, Defendants admit that GSR and
9 Plaintiffs are contractually obligated to each other, under one or more types of agreements
10 between them. Defendants deny the remaining allegations of Paragraph 216.

11 119. Defendants deny the allegations of Paragraph 217.

12 120. Defendants deny the allegations of Paragraph 218.

13 **ELEVENTH CLAIM FOR RELIEF**

14 121. Answering the allegations of Paragraph 219, Defendants incorporate the
15 preceding allegations of this Answer, as if the same were set forth at length herein.

16 122. Defendants deny the allegations of Paragraph 220.

17 123. Defendants deny the allegations of Paragraph 221.

18 124. Defendants deny the allegations of Paragraph 222.

19 **TWELFTH CLAIM FOR RELIEF**

20 125. Answering the allegations of Paragraph 223, Defendants incorporate the
21 preceding allegations of this Answer, as if the same were set forth at length herein.

22 126. Defendants are without knowledge or information sufficient to form a belief as to
23 the truth of the allegations contained in Paragraph 224 and, therefore, the same are denied.

24 127. Defendants deny the allegations of Paragraph 225.

25 128. Defendants deny the allegations of Paragraph 226.

26 129. Defendants deny the allegations of Paragraph 227.

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1 **AFFIRMATIVE DEFENSES**

2 **FIRST AFFIRMATIVE DEFENSE**

3 The Complaint fails to state a claim or cause of action against Defendants for which relief
4 can be granted.

5 **SECOND AFFIRMATIVE DEFENSE**

6 Plaintiffs have failed to mitigate their damages and, to the extent of such failure of such
7 mitigation, are precluded from recovery herein.

8 **THIRD AFFIRMATIVE DEFENSE**

9 Defendants allege that the incidents referred to in the Complaint, and any and all injuries
10 and damages resulting therefrom, if any occurred, were caused or contributed to by the acts or
11 omissions of a third party over whom Defendants had no control.

12 **FOURTH AFFIRMATIVE DEFENSE**

13 Defendants allege that the injuries or damages suffered by Plaintiffs, if any, were caused
14 in whole or in part by an independent intervening cause over which these Defendants had no
15 control.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 The injuries or damages, if any, sustained by Plaintiffs were caused in whole, or in part,
18 through the negligence of others who were not the agents of these Defendants or acting on behalf
19 of the these Defendants.

20 **SIXTH AFFIRMATIVE DEFENSE**

21 The injuries or damages, if any, suffered by Plaintiffs, were caused in whole, or in part,
22 or were contributed to by reason of the negligence of Plaintiffs.

23 **SEVENTH AFFIRMATIVE DEFENSE**

24 Plaintiffs' claims are barred by one or more statutes of limitations.

25 **EIGHTH AFFIRMATIVE DEFENSE**

26 Plaintiffs assumed the risk of injury by virtue of its own conduct.

27 **NINTH AFFIRMATIVE DEFENSE**

28 Plaintiffs waived the causes of action asserted herein.

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TENTH AFFIRMATIVE DEFENSE

Defendants presently have insufficient knowledge or information upon which to form a belief as to whether they may have additional, and as yet, unstated affirmative defenses available. Defendants therefore reserve the right to assert additional affirmative defenses in the event discovery indicates that they are appropriate.

WHEREFORE, Defendants pray that:

1. Plaintiffs' Complaint be dismissed, with prejudice.
2. For all litigation expenses, costs, attorney's fees, and other damages incurred in defending against the Complaint; and
3. For such other and further relief as the Court deems proper.

COUNTERCLAIM

Counterclaimant MEI-GSR HOLDINGS, LLC, a Nevada limited liability company ("GSR"), for its counterclaim against Counter-Defendants, alleges as follows:

1. The named Counter-Defendants are all current or former owners of one or more hotel-condominiums within the project known as the Grand Sierra Resort Unit-Owners' Association (the "Project").
2. The Counter-Defendants referred to herein as DOES 1 through 200 are as yet unknown parties to the UMAs an/or CC&Rs referred to herein, or are current or former owners of one or more hotel-condominiums within the Project, and as such owe duties to GSR under such contracts, or based upon other causes of action. GSR will seek leave of this Court to amend this Counterclaim to name such parties at such time as their identities become known to GSR.
3. GSR is a successor declarant in the Project, and as such, is entitled to collect certain non-homeowner's association dues and/or fees under the CC&Rs governing the Project, and under separate Unit Maintenance Agreements between each unit owner in the Project and GSR.
4. GSR has demanded that Counter-Defendants pay the full amount of dues and fees owed by them under the CC&Rs and/or the UMAs, but to date, Counter-Defendants have failed or refused to make all such payments.
5. Additionally, each UMA requires the unit owner to provide active credit card

1 information to GSR, as a source for payment of certain expenses incurred by the unit owner.

2 6. Some of the Counter-Defendants have failed or refused to provide active credit
3 card information to GSR, in compliance with the UMAs.

4 7. Prior to bringing this Counterclaim, GSR provided notice to each Counter-
5 Defendant of the above breaches of the UMAs, and provided each Counter-Defendant with at
6 least 60 days within which to cure such breaches, however, Counter-Defendants have failed or
7 refused to cure all such breaches.

8 **FIRST CAUSE OF ACTION**
9 (Breach of Contract)

10 8. GSR incorporates by reference the preceding Paragraphs of this Counterclaim as
11 if set forth at length herein.

12 9. GSR and Counter-Defendants are parties to the CC&Rs and UMAs.

13 10. GSR has performed all obligations required to be performed by it under the
14 CC&Rs and UMAs, or was excused from performance of such obligations due to Counter-
15 Defendants' conduct.

16 11. Counter-Defendants have breached the CC&Rs and UMAs by failing to pay all
17 sums when due under those agreements and/or by failing to provide active credit card
18 information as required by the UMAs, despite individual written demands by GSR.

19 12. Counter-Defendants' breaches of the CC&Rs and UMAs have foreseeably caused
20 GSR damages in an amount in excess of \$10,000, subject to proof at trial.

21 **SECOND CAUSE OF ACTION**
22 (Declaratory Relief)

23 13. GSR incorporates by reference the preceding paragraphs of this Counterclaim as
24 if set forth at length herein.

25 14. GSR asserts that the CC&Rs and UMAs are valid and existing contracts to which
26 each Counter-Defendant is a party, and that Counter-Defendants owe duties to GSR under those
27 contracts. On information and belief, Counter-Defendants deny that they owe duties to GSR
28 under the C&Rs and UMAs.

15. An actual controversy has arisen and now exists between GSR and Counter-Defendants concerning their respective rights, entitlements, obligations and duties under the CC&Rs and UMAs.

16. GSR therefore requests a declaratory judgment determining the parties' rights under the CC&Rs and UMAs.

THIRD CAUSE OF ACTION (Injunctive Relief)

17. GSR incorporates by reference the preceding paragraphs of this Counterclaim as if set forth at length herein.

18. Counter-Defendants are obligated under each UMA to provide active credit card information to GSR to help defray charges incurred under each UMA. Several of the Counter-Defendants have failed or refused to provide such credit card information to GSR.

19. GSR therefore requests that this Court enter a mandatory injunction requiring Counter-Defendants to provide active credit card information to GSR, as required by the UMAs.

WHEREFORE, GSR requests relief against Counter-Defendants as follows:

1. That GSR be granted judgment for all past due dues, fees, and related charges owed by Counter-Defendants under the CC&Rs and UMAs, in an amount in excess of \$10,000, subject to proof at trial;

2. That this Court enter a declaratory judgment determining the parties' rights under the CC&Rs and UMAs;

3. That this Court enter a mandatory injunction requiring Counter-Defendants to provide active credit card information to GSR, as required by the UMAs;

4. For costs of suit incurred herein, interest, and attorneys' fees; and

5. For such other and further relief as the Court deems proper.

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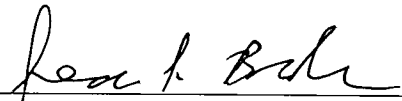
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AFFIRMATION

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

DATED this 23rd day of May, 2013,

SEAN L. BROHAWN, PLLC

By: 
Sean L. Brohawn, Esq.
Nevada Bar #7618

50 West Liberty Street, Suite 1040
Reno, NV 89501
Telephone: (775) 453-1505
Facsimile: (775) 453-1537
Sean@brohawnlaw.com

Attorneys for Defendants /
Counterclaimant

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the law firm of SEAN L. BROHAWN, PLLC, and that on the date shown below, I caused service of a true and correct copy of the attached:

ANSWER TO SECONDN AMENDED COMPLAINT AND COUNTERCLAIM

to be completed by:

- ☐ personally delivering
- ☐ sending via Federal Express or other overnight delivery service
- ☐ depositing for mailing in the U.S. mail with sufficient postage affixed thereto
- ☐ delivery via facsimile machine to fax no. _____
- ☒ delivery via e-mail/Electronic court filing

addressed to:

G. David Robertson, Esq. (NV Bar No. 1001) (775) 329-5600 Attorneys for
Jarrad C. Miller, Esq. (NV Bar No. 7093) Plaintiffs
Jonathan J. Tew, Esq. (NV Bar No. 11874)
Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600
Reno, Nevada 89501

DATED this 23rd day of May, 2013.

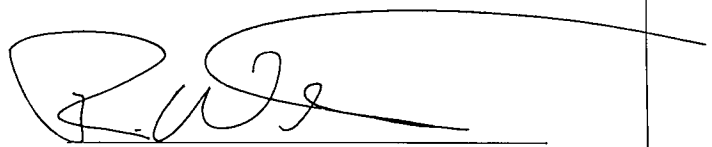


EXHIBIT C

CODE: 2540
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rl@lge.net

Attorneys for Plaintiffs

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

ALBERT THOMAS, individually; *et al.*,

Plaintiffs,

vs.

Case No. CV12-02222
Dept. No. OJ41

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

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on January 24, 2024, the above Court issued its Order granting Plaintiffs' Motion for Clarification and Instructions to Receiver. A copy thereof is attached hereto as Exhibit "1" and made a part hereof by reference.

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AFFIRMATION

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

DATED this 24th day of January, 2024

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

And

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

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

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Robertson, Johnson,
3 Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, over the age of
4 18, and not a party within this action. I further certify that on the 24th day of January, 2024, I
5 electronically filed the foregoing **NOTICE OF ENTRY OF ORDER** with the Clerk of the
6 Court by using the ECF system which served the following parties electronically:

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

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AM-GSR Holdings, LLC

14 Jordan T. Smith, Esq.
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16 400 South 7th Street, Suite 300
17 Las Vegas, NV 89101
18 *Attorneys for Defendants*
MEI-GSR Holdings, LLC;
Gage Village Commercial
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71 Washington Street
Reno, NV 89503
Attorneys for Receiver
Richard M. Teichner

20 /s/ Alexandra Fleming

21 An Employee of Robertson, Johnson, Miller & Williamson

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EXHIBIT INDEX

Ex. No.	Description	Pages
1	Order granting Plaintiffs’ Motion for Clarification and Instructions to Receiver	3

FILED
Electronically
CV12-02222
2024-01-24 02:25:51 PM
Alicia J. Lerud
Clerk of the Court
Transaction # 10118593

EXHIBIT “1”

EXHIBIT “1”

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

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

ALBERT THOMAS, et. al.,

Plaintiff,

vs.

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

Defendant.

ORDER

Case#: CV12-02222

Dept. 10 (Senior Judge)

Pursuant to WDCR 12(5) the Court after a review of the briefing and related documents and being

fully informed rules on Plaintiffs' Motion for Clarification and Instructions to Receiver ("Motion")¹

The motion is granted. The Court finds that the remodel after the date of valuation without court

or Receiver approval is improper. Defendants shall immediately return all Plaintiff units to the

rental program, and that for those units that cannot be immediately returned to rental program

because of the remodel, that the Receiver calculate the average room rent amount to be charged to

Defendants and paid to the Receiver for the time period that the units cannot be rented (or were not

¹ The Court has reviewed Plaintiffs' Motion for Clarification and Instructions to Receiver ("Motion") filed on December 29, 2023; Defendants' Opposition to Plaintiffs' Motion for Clarification and Instruction to Receiver filed on January 16, 2024; and Plaintiffs Reply in Support of Motion for Instructions to Receiver file on January 23, 2024

1 rented) starting in October of 2023. Defendants shall remit this payment for each day the unit was
2 out of the rental rotation due to remodel to the Receiver within 30 days of this order.

3 Dated this 24th day January, 2024.

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Hon. Elizabeth Gonzalez, (Ret.)
7 Sr. District Court Judge
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1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
3 that on the 24th day of January, 2024, I electronically filed the foregoing with the Clerk
4 of the Court system which will send a notice of electronic filing to the following:

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

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