

APPENDIX

Appendix A: March 9, 2021 - Order by Utah Supreme Court Denying Petition for Reconsideration for rejection of Writ of Certiorari by judge Petersen. One page.

Appendix B: January 12, 2021 - Courtesy Copy Writ of Certiorari denied more than 20 pages by the Supreme Court of Utah clerk. Two pages.

Appendix C: January 4, 2021 - Courtesy Copy Certiorari filled. Forty eight pages.

Appendix D: 11/04/2020 Petition for Rehearing Denied. One page.

Appendix E: 11/03/2020 Petition for Rehearing seventeen pages.

Appendix F: Appeal court October 20, 2020, Opinion Order order and order to show cause three pages. 10/05/2020 Brief Lodged. Eighty eight pages.

Appendix G: Final order of case number 150500038/18 Fourth District Court Oder 12/31/19 by Judge Brown. This is the judgement sought to be reviewed. Forty one pages.

Appendix H: July 10, 2018 my motion to remove Lis pendens. Thirty eight pages.

Appendix I: May 7, 2018 AXIOM FINANCIAL group default judgement twenty six pages. Defendant's motion to set aside order denying party standing resulting in no standing to fight back seventeen pages. Default appearance in docket 150500038/18 includes villas forty seven times.

Appendix J: March 24, 2017 Judge Griffin's ruling summary judgment. This is the judgement sought to be reviewed. Forty six pages

Appendix K: Amended Complaint two hundred fifty three pages. 10/20/2015, Complaint 150500038 4/9/2015 two hundred forty three pages.

Appendix L: 2/18/2015 eviction filed 150500018 docket possession given to David Butler, a person without title. This was done even before the complaint which was done on 4/9/2015.

Appendix M: Karen Nelist Story an individual victim that lost about \$160,000.00 in her retirement investment and would never go back to Zermatt resorts. In this document my stock page by mistake is not included page 29. Seventeen seven pages.

Appendix N: Jaren Davis story view of this scam from one of the original investors of the Zermatt. Five pages.

Appendix O: Defendant's Motion to dismiss and alternative rule 60(b) motion to set aside eatery of summary judgement on February 25, 2019. Which is about misrepresentations and lies by the main affidavit giver in support of this summary judgement on a group quiet title.

Appendix P: Defendant's motion for judgement on the pleading dismissing amended complaint for lack of subject matter jurisdiction. Done on May 9, 2019 and it shows all the criminality of this case as result of this summary judgement on a group quiet title.

Dated:May 31, 2021.

/s/ Danesh Rahimi

Dr. Danesh Rahimi, Appellant

Appendix

A

The Order of the Court is stated below:

Dated: March 09, 2021 /s/ Paige Petersen
02:19:23 PM Justice



IN THE SUPREME COURT OF THE STATE OF UTAH

ORDER

Troy Kohler,
Appellee,
v.
Danesh Rahimi,
Appellant.

Case No. 20200071

Trial Court Case No. 150500038

This matter is before the Court upon Appellant's motion to reconsider the clerk's rejection of an over-length petition for writ of certiorari, filed on January 19, 2021. The motion was forwarded to the full Court for review.

IT IS HEREBY ORDERED that the motion to reconsider is denied.

End of Order - Signature at the Top of the First Page

Danesh Rahimi
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Salt Lake City, UT 84103
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January 16, 2021
Pro se party

**IN AND FOR THE UTAH SUPREME COURT
STATE OF UTAH**

<p>DANESH RAHIMI, M.D. <i>Petitioner,</i> vs. THE UTAH COURT OF APPEALS, <i>Respondent.</i></p>	<p>REQUEST FOR RECONSIDERATION OF DENIAL OF PETITIONER'S WRIT OF CERTIORARI ON JANUARY 12, 2021 TO THE UTAH SUPREME COURT IN APPEAL OF THE DENIAL OF PETITIONER'S APPEAL OF <u>DECISION RENDERED</u> <u>ON OCTOBER 20, 2020</u> <u>Rehearing</u> <u>Rehearing denied Nov 4, 2020</u> HEARING REQUESTED Case No. <u>20200071-CA</u> <u>October 5, 2020</u></p>
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HERE COMES NOW, Appellant Danesh Rahimi, M.D., and submits the foregoing Motion for Reconsideration of denial of his writ of certiorari on January 12, 2021, based on 20-page limitation according to Rule 49 URAP. As the Supreme Court of Utah knows page limitations have now been very much limited by word count as we can

see in Rule 24:

“(g) Length of briefs.

(1) Unless a brief complies with the following page limits, it must comply with the following word limits:

Type of Brief	Page limit	Word limit
Legality of death sentence, principal brief	60	28,000
Legality of death sentence, reply brief	30	14,000
Other cases, principal brief	30	14,000
Other cases, reply brief	15	7,000

(2) Headings, footnotes, and quotations count toward the page or word limit, but the table of contents, table of authorities, and addendum, and any certificates of counsel do not.” Following the same page number for Writ of Certiorari the word count

for 20 pages comes to be around 9,000 words which is the same as what the Supreme Court of United States Rules and Regulations assigns. Specifically for petitions for Certiorari:

“Certificate of Word Count Compliance

Petitions are limited to 9,000 words, excluding the cover, roman-numbered pages, and appendix. Headings and footnotes in the brief must be included in the word count. Rule 33.1(d).”

The Supreme Court of the United States has mostly abandoned page number limitations in favor of word count limitations as you can see in Rule 33. Rahimi agrees with the Supreme Court of the United States and believes that word limitations are much more practical than page limitations and makes the reading of the material a lot easier. I think that the Supreme Court of Utah also believes in word counts versus page numbers as shown in Rule 24, and somehow the 20-pages rule in Rule 49 has not been converted to word count yet. Because this was my first certiorari without any legal help as a *pro se* party, I used both Utah and United States Supreme Court guidelines, and kept the main brief under Nine Thousand (9,000) words. The final brief word count was about Eight Thousand Four Hundred (8,400) which I have emailed and also included here. I apologize for the mixup and not changing my font, spaces, *etc.*, so it would fit Twenty (20) pages. My certiorari is not over length, and is still about 600-700 below the limit of word count of Nine Thousand (9,000) words which is equivalent to Twenty (20) pages.

I also think this case is very interesting and useful for our present and future judicial decisions.

Thank you for your time.

Namaste  Danesh Rahimi

Dated: January 16, 2021.

/s/ Danesh Rahimi
Dr. Danesh Rahimi, Appellant *pro se*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document to be served via email on January 16, 2021, to the Utah Supreme Court, and *via* email to be delivered to:

Utah Supreme Court
supremecourt@utcourts.gov

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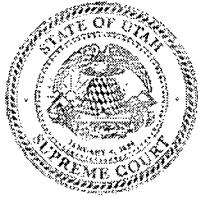
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Dated: January 16, 2021.

/s/ Danesh Rahimi
Dr. Danesh Rahimi, Appellant

Appendix

B



Larissa Lee
Appellate Court Administrator
Nicole I. Gray
Clerk of Court

Supreme Court of Utah
450 South State Street
P.O. Box 140210
Salt Lake City, Utah 84114-0210

Appellate Clerks' Office
Telephone 801-578-3900
Email: supremecourt@utcourts.gov

Matthew B. Durrant
Chief Justice
Thomas R. Lee
Associate Chief Justice
Deno G. Himonas
Justice
John A. Pearce
Justice
Paige Petersen
Justice

January 12, 2021

DANESH RAHIMI
1466 CHANDLER DR
SALT LAKE CITY UTAH 84103
daneshrahimimd@gmail.com

Re: Kohler v. Rahimi

Court of Appeals Case No. 20200071-CA

Dear Danesh Rahimi:

The Utah Supreme Court received your Petition for Writ of Certiorari on January 4, 2021. I am writing to advise you that your petition fails to comply with the Utah Rules of Appellate Procedure.

In particular, your petition exceeds the 20-page limit set forth in Rule 49(d). Even excluding the list of parties, table of contents, table of authorities, verbatim quotations contained within your petition and the appendix, your petition is significantly over length by more than 10 pages. We had previously provided a letter to you dated December 4, 2020, explicitly stating the page limit. I have included another copy of both of those materials for your reference.

The petition for writ of certiorari is rejected because it fails to comply with the minimum requirements. I am returning the petition for writ of certiorari that you filed. No further time extensions may be granted for you to submit an amended or revised petition for writ of certiorari.

The Supreme Court lacks jurisdiction to take any further action in this matter.

Respectfully,

Nicole I. Gray
Clerk of the Court

cc: Rod Andreason
Don Colleluori
Phillip Russell
Amanda Sotak
Benjamin Johnson
Peter Schofield
Bradley Tilt
Matthew Grimmer
Jacob Davis
Matthew Hutchinson
Fourth District Court, Heber Department, 150500038

Appendix

C

Danesh Rahimi
1466 Chandler Drive
Salt Lake City, UT, 84103
(801) 573-8191
daneshrahimimd@gmail.com
January 4, 2021

**IN AND FOR THE UTAH SUPREME COURT
STATE OF UTAH**

<p>DANESH RAHIMI, M.D. <i>Petitioner,</i> vs. THE UTAH COURT OF APPEALS, <i>Respondent.</i></p>	<p>WRIT OF CERTIORARI TO THE UTAH SUPREME COURT IN APPEAL OF THE DENIAL OF <u>PETITIONER'S APPEAL</u> OF <u>DECISION RENDERED</u> <u>ON OCTOBER 20, 2020</u> <u>Rehearing Requested Nov. 3, 2020</u> <u>Rehearing Denied Nov 4, 2020</u> Case No. <u>20200071-CA</u> <u>October 5, 2020</u></p>
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PLAINTIFFS

ROBERT MORRIS Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM** 8/27/15 page number in index 1514

WELLS FARGO BANK Represented by: PHILLIP J RUSSELL

DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

CHRIS PRICE Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM 8/27/15 page number in index 1514

HEIDI MORRIS Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM 8/27/15 page number in index 1514

T & L WHITAKER INVESTMENT LT Represented by: PHILLIP J RUSSELL

THOMAS E NIEDEREE INDIRECTLY DEFAULTED Represented by: PHILLIP J RUSSELL

LAURIE A NIEDEREE INDIRECTLY DEFAULTED Represented by: PHILLIP J RUSSELL

MARILYN HALL Represented by: PHILLIP J RUSSELL

KRULIC LIVING TRUST Represented by: PHILLIP J RUSSELL INDIRECTLY DEFAULTED VIA AXIOM page number in index 1514

SCOTT LOOMIS Represented by: PHILLIP J RUSSELL Defendant - DEFAULTED VIA AXIOM FINANCIAL. 8/27/15 page number in index 1514

JODY A KIMBALL Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

ROBERT MORRIS Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

WELLS FARGO BANK Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL page number in index 1514

HEIDI MORRIS Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM
8/27/15 page number in index 1514

TROY KOHLER Represented by: PHILLIP J RUSSELL

BENS FUTURE FREEDOM LLC Represented by: PHILLIP J RUSSELL
DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

MICHAEL AITKENS Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514 and default certificate
11/9/16 page number in index 10727

RICHARD WAITE Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

MARTHA WAITE Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM 8/27/15 page number in index 1514

TMO AND FAMILY LLC Represented by: PHILLIP J RUSSELL

MARK BUTLER Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM
8/27/15 page number in index 1514

MOUNTAIN WEST IRA INC FBO MARK Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

DAVID & ANNA ADAMS Represented by: PHILLIP J RUSSELL
DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

JOHN AND KAREN NELLIST TRUST Represented by: PHILLIP J RUSSELL

PAUL W D ANNA AND LEE J D ANNA Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514

MICHAEL KOHLER Represented by: PHILLIP J RUSSELL

MAX SWENSON Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM** 8/27/15 page number in index 1514

DONNA SWENSON Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514

DUB LLC Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM** 8/27/15 page number in index 1514

THE M RICHARD WALKER AND KATHL Represented by: PHILLIP J RUSSELL

MCP HOLDINGS INC Represented by: PHILLIP J RUSSELL

CHEZ NOUS TOO LLC Represented by: PHILLIP J RUSSELL

BURKTON REAL ESTATE LLC Represented by: PHILLIP J RUSSELL

CAPITAL CITY HOLDINGS LLC Represented by: PHILLIP J RUSSELL

AN-D RUE HOLDINGS LLC Represented by: PHILLIP J RUSSELL
DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

SAMUEL MARTONE AND LAURIE M MARTONE Represented by: PHILLIP J RUSSELL **DEFAULTED**

MARK RINEHART Represented by: PHILLIP J RUSSELL

THE HOWARD N SORENSEN LIVING TRUST Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

HOWARD SORENSEN Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

RALPH RICHARD STEINKE Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

SUSAN C STEINKE Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

DEFENDANTS

Defendant - **DANESH ...RAHIMI, M.D.** DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

Defendant - **DAVID YOUNG** **DEFAULTED** default certificate 11/9/16 page number in index 10757

Defendant - **ECKERSLEY LLC** Represented by: PHILLIP J RUSSELL

Defendant - **EUGENE MARTINEZ** **DEFAULTED** default certificate 11/9/16 page number in index 10769

Defendant - **JAY ECKERSLEY**

Defendant - **KENNETH PATEY** Represented by: MATTHEW G GRIMMER **DEFAULTED IN CASE 140500069** Default Certificate of Kenneth C. Patey Default Certificate of Palisade Holdings, LLC 140500069 2018-10-02

Defendant - **KAYLYN LYELLS DEFAULTED**

Defendant - **FULLER HERITAGE L C** Represented by: MATTHEW G GRIMMER

Defendant - **JP Morgan Chase Bank NA DEFAULTED** 8/27/15 page number in index 1513

Defendant - **ZERMATT VILLAGES LTD DEFAULTED** 10/31/17 page number in index 13515

Defendant - **DEUTSCHE BANK TRUST COMPANY AM DEFAULTED** 11/15/17 page number in index 13860 after Griffins summary judgement and 8/27/15 page number in index 1515 and default certificate 11/9/16 page number in index 10790

Defendant - **DOLCE INTERNATIONAL-ZERMATT IN DEFAULTED AND DISMISSED** 8/27/15 page number in index 1516 and default certificate 11/9/16 page number in index 10787

Defendant - **ZIONS BANCORPORATION DEFAULT** certificate 11/9/16 page number in index 10772

Defendant - page number in index **DEFAULTED VIA AXIOM** 8/27/15 page number in index 1514

Defendant - **KEN MCCARTY DEFAULTED** 8/27/15 page number in index 1517 and default certificate 11/9/16 page number in index 10739

Defendant - **MATTERHORN DEVELOPMENT INC DEFAULTED** 10/31/17 page number in index 13508

Defendant - **ZB HOLDING CO LC DEFAULTED** default certificate 11/9/16 page number in index 10775 and 10/31/17 page number in index 13517

Defendant - **LEGACY RESORTS LLC** Represented by: ROD N ANDREASON, PETER C SCHOFIELD, ADAM D WAHLQUIST,

ALEXIS S JONES INDIRECTLY INVOLVED DEFAULTED VIA AXIOM 8/27/15
page number in index 1514

Defendant - **DAVID BUTLER** Represented by: **BENJAMIN D JOHNSON**
DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

Defendant - **FUNG 401K PSP DEFAULTED VIA AXIOM FINANCIAL** 8/27/15
page number in index 1514 and default certificate 11/9/16 page number in index 10781

Defendant - **MARK & LEANNE LUNDQUIST** Represented by: **PHILLIP J RUSSELL**
DEFAULTED 8/27/15 page number in index 1505 and default certificate 11/9/16 page number in index 10736

Defendant - **MICHAEL BRAMAN DEFAULTED** 8/27/15 page number in index 1504
and default certificate 11/9/16 page number in index 10724

Defendant - **CRAIG SMITH** Represented by: **PHILLIP J RUSSELL**
DEFAULTED default certificate 11/9/16 page number in index 10760

Defendant - **JILL SMITH** Represented by: **PHILLIP J RUSSELL**
DEFAULTED default certificate 11/9/16 page number in index 10751

Defendant - **ROBERT MORRIS** Represented by: **PHILLIP J RUSSELL**
DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

Defendant - **HEIDI MORRIS DEFAULTED VIA AXIOM FINANCIAL** page number in index 1514

Defendant - **T AND L WHITAKER INVESTMENT LT**

Defendant - **AMERICA FIRST CREDIT UNION - DISMISSED** Represented by:
MARK R GAYLORD

Defendant - **GORDON ROYLANCE** Represented by: BRADLEY TILT, SARA BOULEY **DEFAULTED** 8/27/15 page number in index 1511

Defendant - **TANYA ROYLANCE** Represented by: BRADLEY TILT, SARA BOULEY **DEFAULTED** 8/27/15 page number in index 1501

Defendant - **V ROBERT PETERSON** **DEFAULTED** 11/15/17 page number in index 13837 after Griffins summary judgment and 8/27/15 page number in index 1518 default certificate 11/9/16 page number in index 10715

Defendant - **JUDY PETERSON** **DEFAULTED** 11/15/17 page number in index 13842 after Griffins summary judgement 8/27/15 page number in index 1503 and default certificate 11/9/16 page number in index 10742

Defendant - **STEVEN MONSON** **DEFAULTED** 8/27/15 page number in index 1502 and default certificate 11/9/16 page number in index 10718

Defendant - **MERRIANNE MONSON** **DEFAULTED** 11/15/17 page number in index 13852 after Griffins summary judgement and 8/27/15 page number in index 1519 and default certificate 11/9/16 page number in index 10730

Defendant - **DERRICK RAYNES** **DEFAULTED** 8/27/15 page number in index 1507 and default certificate 11/9/16 page number in index 10754

Defendant - **ALEXANDRIA RAYNES** **DEFAULTED** 8/27/15 page number in index 1506 and default certificate 11/9/16 page number in index 10766

Defendant - **JOHN BLEAZARD** **DEFAULTED** 11/15/17 page number in index 13863 after Griffins summary judgement and 8/27/15 page number in index 1512 and default certificate 11/9/16 page number in index 10745

Defendant - **ZERMATT RESORT LLC** Represented by: MATTHEW G GRIMMER, JACOB R DAVIS

Defendant - **NEIL CRAIG DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514 and default certificate 11/9/16 page number in index 10721 and 10/31/17 page number in index 13511

Defendant - **JOEL DEHLIN DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514 and 8/27/15 page number in index 1508 and default certificate 11/9/16 page number in index 10748

Defendant - **YOUR HCG LLC DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514 and 8/27/15 page number in index 1509 and 12/29/16 default certificate again page number in index 11443

Defendant - **TROY D WAITE DEFAULTED** default certificate 11/9/16 page number in index 10763

Defendant - **THE ACCUPRIME GROUP LLC DEFAULTED** default certificate 11/9/16 page number in index 10733 and 4/9/18 page number in index 14682 and page number in index 14748

Defendant - **ASA CAPITAL LLC DEFAULTED** 11/15/17 page number in index 13868 after Griffin's summary judgment also 8/27/15 page number in index 1500

Defendant - **MJS REAL PROPERTIES LLC DEFAULTED** 11/15/17 page number in index 13857 after Griffin's summary judgement 8/27/15 page number in index 1510 and default certificate 11/9/16 page number in index 10778

Defendant - **PRAIA LLC** Represented by: MATTHEW G GRIMMER, JACOB R DAVIS **DEFAULTED IN CASE 140500069** Default Certificate of Kenneth C. Patey Default Certificate of Palisade Holdings, LLC 140500069 2018-10-02

Defendant - **AXIOM FINANCIAL LLC** Represented by: MATTHEW HUTCHINSON, JOELLE KESLER **DEFAULTED** 8/27/15 page number in index 1514 and default certificate 11/9/16 page number in index 10793 and 5/7/18 page number in index 14757

Dismissed Parties**AMERICA FIRST CREDIT UNION**

JOHN & JUDY SIDDOWAY DEFAULTED VIA AXIOM FINANCIAL 8/27/15
page number in index 1514

MICHAEL AITKENS DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page
number in index 1514 and default certificate 11/9/16 page number in index 10727

CHEZ NOU TOO, LLC

Defendant - **DOLCE INTERNATIONAL-ZERMATT IN DEFAULTED and**
DISMISSED default certificate 11/9/16 page number in index 10787

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TABLE OF AUTHORITIES

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(2002) P23 Briefing

Delew vs Wagner, 143 F.3d 1219 (9th Cir. 1998)**P23 Briefing**

Hall vs Hall 584 U.S. __ (2018) **P2 Briefing CERTIORARI p20,37**

Pattiz v. Schwartz, 386 F.2d 300 (8th Cir. 1968)

RINGGOLD-LOCKHART v. COUNTY OF LOS ANGELES **P23 Briefing**

HARBOUR VISTA, LLC, v. HSBC CERTIORARI p20,25**STATE CASES**Allen v. Prudential Property & Casualty Ins. Co., 839 P.2d 798, 800 (Utah 1992)American Medical Intern. v. Natl. Union Fire, 244 F.3d 715 (9th Cir. 2001)ANITAMcNULTY, Appellant,v.HERBERT COPP, as Executor, etc., et al..Butler, Crockett v. Pinecrest Pipeline Co., 909 P.2d 225, 233 (Utah 1995). P11**Briefing CERTIORARI p22-23**Crye v. Edwards, 178 Ariz. 327, 873 P.2d 665 (Ariz. Ct. App. 1994)**De Long v. Hennessey P24 Briefing**Dep't of Social Servs. v. Santiago, 590 P.2d 335, 337-38 (Utah 1979) P5,P11 BriefingGilmor v. Family Link, LLC, 2010 UT App 2, ¶ 19, 224 P.3d 741 P5,P8HARBOUR VISTA, LLC, Plaintiff and Respondent, v. HSBC MORTGAGE. 201**Cal.App.4th 1496 (2011) P26 Briefing CERTIORARI***In re M.L.*, 2017 UT App 61, ¶11-12In Re Malualani B. Hoopiiaina Trusts, 2005 UT App 272Jenkins v. Swan, 675 P.2d 1145, 1148 (Utah 1983) P20, P21 BriefingJones v. Layton/Oakland, 2009 UT 39, ¶ 10, 214 P.3d 859 P20 BriefingLandes v. Capital City Bank, 795 P.2nd 1127, 1129 (Utah 1990) rule 19*Metro. Water Dist. of Salt Lake & Sandy v. Sorf*, 2013 UT 27, ¶ 18, 304 P.3d 824, 829

P14 Briefing**MICHAEL STRAND, Appellee, v. NUPETCO ASSOCIATES LLC,Appellant. Opinion No.****20151016-CA Filed March 30, 2017 CERTIORARI 21**Nickell v. Matlock, 206 Cal.App.4th 934, 142 Cal. Rptr. 3d 362 (Cal. Ct. App. 2012)**P26 Briefing CERTIORARI p***Q2 v. Hughes* 2016 UT S.Ct.Shamrock Plumbing, LLC v. Silver Baron Partners, LC, 2012 UT App 70, ¶ 5, 277 P.3d649, 651 P14 Briefing*State v. Pena*, 869 P.2d 932, 936 (Utah 1994) P3, P7, P29 Briefing*Yeung v. Soos*, 119 Cal.App.4th 576, 14 Cal. Rptr. 3d 502 (Cal. Ct. App. 2004)Default judgement in quiet title action CERTIORARI 20*U.S. Bank, Nat'l Ass'n v. Hall*, No. A-13-CA-431-SS, 2014 U.S. Dist. LEXIS 10970, at *10-11 (W.D. Tex. Jan. 28, 2014).*Wash. County Water Conservancy Dist. v. Morgan*, 2003 UT 58, ¶ 6 n. 2, 82 P.3d 1125.**P20 Briefing****UNITED STATES CONSTITUTION****14th Amendment, CERTIORARI p19****5th Amendment, CERTIORARI p19****STATUTES**

California / Code of Civil Procedure - CCP / ARTICLE 5. Judgment [764.010. -

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UCA Section 57-3-105 **P19 Briefing**

UCA Section 17-21-2 **P19 Briefing**

URCP, Rule 10 **P12,P13,P17,P18 Briefing**

URCP Rule 11 **P4 Briefing**

URCP Rule 12(b) **P28 Briefing**

URCP Rule 24(a). **P29 Briefing**

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URCP Rule 60 (b) **P14,P20 Briefing**

URCP Rule 83 **CERTIORARI p27**

Utah Code 57-8-6 **CERTIORARI p24**

Utah Code § 78A-3-102(3)(a) **CERTIORARI p19**

Utah Code Ann. § 78B-6-1304. **P25,P29 Briefing**

Utah Code Ann. § 78B-6-1315 (West) **P11 Briefing**

Utah Code 78B-6-1301 **CERTIORARI p18**

Utah Condominium Ownership Act

Utah Rules of Appellate Procedure, Rule 19

Utah Rules of Appellate Rule 46 CERTIORARI p21

Utah Rules of Appellate Court Rule 49

Utah Rules of Civil Procedure, Rule 65

OTHER

Columbia Law School, Publications 1985 Property Rules, Liability Rules, and

Adverse Possession

Eyes of Justice defined and used in most of the discussions. Rahimi EoJ Briefing

It's a Mistake to Tolerate Mary Carter Agreement. P9 Briefing

Mary Carter Agreement AMERICAN BAR association

Property Rules, Liability Rules, and Adverse Possession Thomas W. Merrill P4 Briefing

Statutory Pre-Filing Requirements Do Not Apply to Vexatious Defendants' Appeals

by Hoffman CERTIORARI p21

INTRODUCTION

This case is a “*group quiet title*” action lawsuit in Zermatt Resort (ZR) which is different from other resorts by design of Robert Fuller (RF) in that the owners also own their amenities and common areas defined in their CC&Rs (Villages, Villas, Suites). RF made ZR in phases and gave his plans to the city in 2002. George Perkins (GP) was the main investor and friend of RF. Plat A was the main land used to build the entire ZR

and other Plats were separated from this plat as they were built, so Plat A after completion of construction was left with no real property. The lawyer for GW, ZR and RF, was Randon Wilson. RF and his son Weston Fuller (WF) formed their own real estate agency and management company to maximize their profit and were the ones that sold and issued titles to all owners. Villages, Villas were built first and the Suites Plat F, was the last phase. Most of the amenities were in Plat F. The Wasatch County started assignment of tax ID and parcel number in 2003, but not the addresses. The original Plat F was based on European style of numbering like my stack 007/107/207, with the basement floor number beginning with a zero (0), after completion changed to American numbering 107/207/307, with the basement floor number beginning with a one (1), this was mistake Number One. The entire project between 2002-2006 was based on European numbering system, Plat F, beginning with a zero the first floor. Mistake Number Two which was the most crucial, happened in 2006 where Wasatch County failed to inspect, and assigned wrong property addresses. WF/RF were the real estate agents and owners who pre-sold units based on Plat F and did not realize Wasatch County's mistake and their numbering mistake. Even when they found out, they were not experienced enough to ask by parcel/tax ID. This was mistake Number Three. WF/RF continued to operate the hotel based on American numbering system. The combination of these three mistakes and also the mistakes of banks, lienholders, title insurances, *etc.* that were using unit numbers created title issues for the entire Plat F. These mistakes did not make any damages to owners nor lienholders until a group of investors in 2009-10 realized these mistakes and started their abuse of the homeowners and lienholders. These

investors, after buying interest of one of the lienholders, claimed they had bought the entire Zermatt Resort and took over the management, HOA, front desk, and common areas. The Common and Limited Common areas should not have been affected by these mistakes since they belonged to Villages, Villas, Suites via their CC&Rs. However, these investors started renting their own hotel rooms only, leased our Common Areas for Ten Dollars (\$10.00) a year and recently by changing Suites CC&Rs have claimed ownership of our Common and Limited Common areas. These investors, in order to achieve their goals, have done Correction of Deed, Plat F Amendment, five different lawsuits using “*group quiet title*,” “*group lis pendens*,” and group default judgments to legitimate their conquests. This is why we are here. Rahimi/Sirola’s Briefing was apparently not acceptable due to use of hyperlinks. Both Rahimi and Sirola were not experienced enough, and this case is not your ordinary case with one or two issues. Rahimi/Sirola followed Rule 24 verbatim, but due to hyperlinks and obsolete rules we have in this age of technology, their Briefing was looked at heuristically *vs.* analytically. Rahimi could not find any legitimate term for begging, but he is begging as a *pro se* party to this court to give him at least a hearing to go over his stack, which has been ignored by the courts for six (6) years.

QUESTIONS PRESENTED FOR REVIEW

1. To Resolve Matters of First Impression for Utah Courts: Among the present legal doctrines without definitive resolution for Utah courts are:

a) “Group Quiet Title”: *Can multiple property owners engage in a single quiet title action as a group considering statutory plain language indicating otherwise?*

**Part 13
Quiet Title**

78B-6-1301 Quiet title -- Action to determine adverse claim to property.

A person may bring an action against another person to determine rights, interests, or claims to or in personal or real property.

b) Is “*Group Quiet Title*” even constitutional if each individual title has not gone in front of a judge?

c) Does the State of Utah recognize “group *lis pendens*” in their state law?

d) According to our constitution, who has the right of possession of a property if the real title holder of a property is challenged and it is not about adverse possession because of the property being a hotel unit and the title holder has been paying the property taxes?

2. Does the State of Utah accept default judgments in quiet title actions, when these judgments were against entities and noteholders in the past that have no real property ownership nor interest any more while real property holders have no default judgment and were not even given standing to defend their properties?

3. Can a court declare a defendant vexatious while one of his decisive motions under advisement? And if the court does declare him/her vexatious, does that mean the court does not have to rule on that motion? Can a court declare a defendant vexatious due to

redundancy because he/she is preserving his/her issues? On the same subject, can a court put a motion presented under advisement and later on deny that hearing?

Court of Appeals Opinion

Denied.

JURISDICTION

Grounds on which the jurisdiction of this court is invoked are:

- A. The date of the entry of the decision sought to be reviewed is October 20, 2020, Opinion Order.
- B. Rehearing was sought on 11/03/2020 Petition for Rehearing, but was denied on 11/04/2020. This court granted an extension of time on 12/04/2020, Courtesy Copy, which was requested on 11/30/2020, Notice-Writ of Cert Ext. filed.
- C. No cross petition filed.
- D. This Court has jurisdiction under Utah Code § 78A-3-102(3)(a).

CONTROLLING PROVISIONS

“*Group quiet title*,” and “*group lis pendens*” without review of each title unless it is about mineral rights or water, does not exist in our country due to being unconstitutional based on the 14th Amendment and 5th Amendment.

The third clause of the Fifth Amendment: “[N]or shall any State deprive any person of life, liberty or property, without due process of law,” expanded the due process clause of the Fifth Amendment to apply to the states as well as the federal government.

Due Process Clause

The guarantee of due process for all persons requires the government to respect all rights, guarantees, and protections afforded by the U.S. Constitution and all applicable statutes before the government can deprive any person of life, liberty, or property. Due process essentially guarantees that a party will receive a fundamentally fair, orderly, and just judicial proceeding. While the Fifth Amendment only applies to the federal government, the identical text in the Fourteenth Amendment explicitly applies this due process requirement to the states as well.

Courts have come to recognize that two aspects of due process exist: Procedural due process and Substantive due process. The procedural due process aims to ensure fundamental fairness by guaranteeing a party the right to be heard, ensuring that the parties receive proper notification throughout the litigation, and ensures that the adjudicating court has the appropriate jurisdiction to render a judgment. Meanwhile, substantive due process has developed during the 20th century as protecting those substantive rights so fundamental as to be "implicit in the concept of ordered liberty."

Hall vs Hall

HARBOUR VISTA, LLC, Plaintiff and Respondent, v. HSBC MORTGAGE SERVICES INC., Defendant and Appellant. Default judgement in quiet title action

NICKELL v. MATLOCK

Timothy W. YEUNG et al., Plaintiffs and Respondents, v. Emery SOOS, Defendant and Appellant. Default judgement in quiet title action

Statutory Pre-Filing Requirements Do Not Apply to Vexatious Defendants' Appeals by Hoffman

MICHAEL STRAND, Appellee, v. NUPETCO ASSOCIATES LLC,Appellant. Opinion No. 20151016-CA Filed March 30, 2017

ARGUMENTS

STANDARD OF REVIEW

Rule 46 of the Utah Rules of Appellate Procedure, #3 and #4 present the considerations as elements to weigh in deciding to grant this Writ of Certiorari.

- Judge Griffin's/Brown's orders established several areas of Utah precedent for what appeared to be the first time given "*group quiet title*" and "*group lis pendens*" have never been a fully litigated doctrine, in this, or any Court. (*See, Lexis Search for "Group Quiet Title" and "*lis pendens*"*). What is the applicability of the "*group quiet title*" provisions without reviewing each individual title, and do these refer only to collective interests in water and mineral rights, or can they be applied broadly to hotel condominium ownership interests? The law at the present time only applies to water and mineral rights and if the state wants to expand that, they need to broaden the rule *via* the legislature to include other

parcels and interests. The Supreme Court needs to clarify this because the statute only specifies this in the case of mineral or water rights, but each title needs to be reviewed by a judge if it is not about water rights nor mineral rights. Judge Griffin, in spite of the fact that I brought the rules to him, with reminder that it was okay to pass a “*group quiet title*,” but not legal to assign titles without reviewing each chain of title. The Plaintiffs have not submitted any chains of title, and the Court has *refused to accept any chains of title from me*. My stack nor my unit has never been reviewed and that has been the most disturbing fact to me. Meanwhile, the unit they wanted to give me 007/107 now, was in litigation in another case with Ken Patey and ZB holding. *See, entry number 403440*. The plaintiffs and sham defendant were getting away with all of these due to the fact that they never provided any chain of tiles to support their complaint because they knew that their arguments would collapse and their misrepresentations would come to the surface. For the same reasons, they have refused to follow the rule of the law and now review every chain of title individually. As a result of this “*group quiet title*” going forward legal dilemmas have been created for Rahimi. What does a defendant without any plaintiffs in a “*group quiet title*” and “*group lis pendens*” going to do about standing and summary judgement, when the disputes and *lis pendens* are in other cases that defendant was not given notice nor given standing? What is the same defendant going to do in appeal? Can plaintiffs use Res Judicata in “group quiet title” action? Can the defendant bring the other

cases into the appeal of one of the cases? And if the defendant briefing does bring those cases, is that defendant going to be penalized? Finally if one of these cases was consolidated, can the Appeal Court deny the defendant interlocutory appeal? The plaintiffs in this “*group quiet title*” did not bring in a single chain of title, *Butler, Crockett & Walsh Dev. Corp. v. Pinecrest Pipeline Operating Co.*, 909 P.2d 225, 233 (Utah 1995), “[p]laintiffs have failed to meet their burden of proof in their quiet title action, by virtue of the lack of qualification of their witnesses and their failure to provide a complete chain of title to this court. Failure of the trial court to make findings on all material issues is reversible error.” Issues 14, 18, 21, 22, 24, 25, 26, 27, 28, 29, 37 Briefing.

- “*Group Lis Pendens*” other questions raised (issues 34, 35, 41)
 - a. May a prospective claimant record *lis pendens* against an entire resort, including common areas, even though at the time of recording, the totality of parcels encumbered could not possibly reflect actual ownership of the recording entity?
 - b. If this entity may record such a *lis pendens*, may the encumbrance remain in full effect for over four years with no assessment of bond or collateral?
 - c. May a trial court judge repeatedly deny requests for hearing to review whether the aforementioned *lis pendens* has been wrongfully recorded?
 - d. May a *lis pendens* be recorded against an individual who has not been included in the subject civil dispute from which the recording of pendency purports to arise from?

- e. Does a party with an ownership stake in a parcel of real property encumbered by a recording of *lis pendens* categorically have standing to participate in the subject action from which the recording arises?
- f. May a judge deny a Motion to Remove *Lis Pendens* due to the fact that a *pro se* party has made a mistake of putting the wrong entry number due to the fact that they did not provide any chain of titles and I did not have the most recent chain of title, and didn't notice the existence of another *lis pendens* in 2015 as soon as they did their complaint?
- g. May a judge deny a motion to remove a *lis pendens* on the basis that the recording arises from a separate civil dispute, when said judge later refused to accept the party's attempts to join as a party, or otherwise contest the encumbrance from the correct dispute? (See, Docket Civil No. 130500020; Docket Civil No. 140500069).
- h. May a Judge Hold Oral Argument, which she puts "under advisement," only later to claim that "oral argument would not be helpful." (See, Expedited Request to Submit for Decision on Motion to Remove Quitclaim Deed from Johnson's to David Butler). 14626

Rahimi believes both of these “group quiet titles” and “group lis pendens” are unconstitutional and it makes sense for the courts to review each chain of titles for

quiet title and *lis pendens* individually, not as a group. Rahimi based on our 14th Amendment and these units being hotel condominiums should have been issued a key to the unit he had title to according to 57-8-6 Ownership and possession rights of condominiums. Can you imagine what would happen to our real property if a claimant to a title rather than a title holder would have the right to possess a property?

- The Supreme Court of the United States in two cases now has confirmed that the court shall not enter judgment in quiet title actions. Code of Civil Procedure section 764.01 CA, simply provides that a plaintiff does not have a right to entry of judgment in his or her favor as a matter of course following entry of the defendant's default in a quiet title action. (Winter v. Rice, *supra*, 176 Cal.App.3d at p. 683, 222 Cal.Rptr. 340.) or Utah 78B-6-1315 (3). Nickell v. Matlock (2012) 206 Cal.App.4th 934, [2nd Dist.], "under section 764.010, they are entitled to participate in a prejudgment evidentiary hearing to determine the ownership of the property." HARBOUR VISTA v. HSBC: "*This appeal requires us to interpret the statute governing judgments in quiet title actions. The statutory language is about as straightforward as such language ever gets: 'The court shall not enter judgment by default....'* (Code Civ. Proc., § 764.010.) *Entry of a default judgment against appellant HSBC Mortgage Services Inc., and in favor of respondent Harbour Vista, LLC, in a quiet title action was error.*" In this case, plaintiffs have gone back in time and have given notices to the people or entities that had no more possession nor interest in the properties any more, in a group manner again. *See, axiom financial* FINDINGS OF FACT, CONCLUSIONS OF LAW, AND

ORDER GRANTING DEFAULT JUDGMENT and default certificate and motion. The Axiom financial included My stack and units despite this fact Judge Brown did not give me standing to defend myself. Issue 36

- Rahimi's People's Court and eviction disputes were stayed on the side until the resolution of the Complaint. "The appeal has been on hold while the interests of all of the parties to the condominium units in the Zermatt Resort, including Rahimi, could be decided in the case of *Troy Kohler, et al v. Kenneth Patey, et al.*, Case No. 150500038, Fourth Judicial District Court, Wasatch County, Utah (the "Quiet Title Action"). Rahimi's stack was not reviewed nor heard based on the "*group quiet title*" decision. His other cases were decided based on the final Summary Judgement also, again never heard nor discussed. According to Rule 56 Rahimi's disputes should have been heard first, not the other way around; "*The court shall grant summary judgment if the moving party shows that there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law.*" Rule 56 also does not specify that the disputes need to be in one case. Summary Judgment is granted when there are no other facts to be tried. All of the necessary statements and evidence are already in front of the judge, and there's no way to obtain more information. Summary Judgment is granted when the facts can be decided upon without needing to go to trial, where the opposing party would lose due to a lack of evidence. If it's not clear that there is no more evidence, then Summary Judgment must be denied. In this Complaint 150500038, the eviction process 150500018 was dismissed and consolidated with

the Complaint. The Complaint's disputes were also in three other cases, which is why after the Judge Griffin's ruling on the Summary Judgment in 3/24/17, the case kept going on until the other cases' disputes were litigated, Ken Patey was out of the picture, and all parties had default judgment, including Ken Patey, and Jennifer Spears, heir and daughter of George Perkins. "*Group quiet title*" and default judgment were used in all these cases also. That is why Rahimi had to bring in these other cases. Rahimi's stack had *lis pendens* and title holders *via* the other cases. Issues 37, 41.

- Rahimi, in this case, has had no plaintiffs and when asked to be dismissed twice he was denied and told by one judge that everybody is your plaintiff, only to be reversed by the other judge who told him, "You have no standing." Rahimi, in order to preserve his issues, started taking this 6-year long case under microscope to find out why our legal system is so inadequate and poor, that it cannot see all of these misrepresentations and injustices. Rahimi wrote multiple motions about this case and this should be a very good quality control for the Supreme Court. The plaintiffs and sham defendants never got into any substantive arguments and the new judges' goal was to preserve previous judges' decisions, regardless of what evidence Rahimi brought in. Rahimi had two meaningful presentations that the new judge put under advisement. One of the motions under advisement later on, was denied by denying the hearing that had already happened! The other one was never answered because the judge decided to go along with declaring Rahimi Vexatious. Rule 83 is very clear that the main requirement of declaring someone

vexatious is “(c) Necessary findings and security. (c)(1) Before entering an order under subparagraph (b), the court must find by clear and convincing evidence that: (c)(1)(A) the party subject to the order is a vexatious litigant; and (c)(1)(B) there is no reasonable probability that the vexatious litigant will prevail on the claim.”

This contradicts the fact that Rahimi’s motion presented on 3/19/19 for the final decision on closure of the case 150500038/18 was taken under advisement. The other issue was the pre-filing order which should be about future claims “(e) Pre-filing orders as to future claims.” Not Appeals. Issue 32, 33 Briefing

STATEMENT OF THE CASE

Robert Fuller (RF) in 1996 started construction of Zermatt. His plan was to build the Zermatt in phases and that the owners were also owners of the Common/limited common areas which was defined in their three (3) HOA declarations (Villages, Villas and suites). In 2002, RF started to pre-sell the units. Their original intention was to sell the basement and first floors.

In 2002, when the Zermatt gave their plan for building in Plat F, the design/map they gave, they wanted to use the European Numbering System, which refers to the first numerical floor as “basement,” the second numerical floor as “first floor,” and so on. With the numbering of “00X,” “10X,” “20X,” etc. So, in my stack, the room numberings would have been, “007,” in basement “107,” in first floor “207,” etc. In 2003, Wasatch County issued Tax ID numbers and parcel numbers, and addresses to be issued after the

completion of the construction and inspection by Wasatch County to give them the unit numbers.

In 2006, after completion of Plat F, Wasatch County failed to inspect the building to match the addresses for property tax purposes, and since the builders decided to change the initial plan that was given to Wasatch County from the European system, or what Stuart Waldrip (Legacy's counsel) calls “unorthodox, numbering” to the American system, the addresses for all of the Plat F units, and other units included in that Plat, were affected. So the addresses for Plat F rooms would go like this: OZR600X with Parcel No. 20-XXXX, address of 784 W Bigler Ln., Unit 00X.

In my stack, OZR6007, with parcel number 20-9157, would have the address of “784 w bigler ln, unit #7.” My unit, OZR6107, with parcel number 20-9193, would have the address of “784 W Bigler Ln, unit 107.” David Butler’s, now Legacy’s room, OZR6207, with parcel number 20-9229, would have the address of “784 **w bigler ln**, unit 207.” In 2006, Weston Fuller, the banks, lienholders, and title insurance companies did not realize this negligence by the County. Weston Fuller started selling the units, and instead of asking the units by parcel numbers or tax ID, he asks by unit door number, which correspond to the unit numbers on the physical doors. This negligence of Wasatch County affects not only the suite buyers, but the title insurance companies, the banks, lienholders, *etc.* The original founders wanted to sell only the basement and first floor of Plat F and Perkins, the main financier, did not put any lien on the units for sale. Due to the County’s, Weston Fuller’s, FATIC’s, *et cetera*’s negligence, the floors that were sold were first floor and second floor based on Plat F 2002, now second and third floor. The

original founders during their construction pre-sold several units in the basement and first floor based on the unit door number Plat F 2002. Weston Fuller sold and issued title to the units after it was built in 2006. Amendment by Legacy and Partners done in 2010, created three scenarios for the rooms that were sold, foreclosures that happened, Legacy's purchase, *etc.* Due to my recent discoveries about Weston Fuller and his father, there is a fourth scenario which is what Weston Fuller changed while issuing titles in 2006, such as owners Siddoways.

Scenario #1: The homeowners that bought their pre-sold units before 2006, such as Donald Johnson and Peter Johnson, had a REPC mentioning the room they wanted to buy based on the Plat F 2002 description. For example, look at Peter Johnson's REPC and Donald Johnson's REPC. Peter Johnson and Donald Johnson each looked at a Plat F number of 107 and 132 respectively, which means they looked at parcel numbers 20-9193, Tax ID OZR6107, and Tax ID OZR6032, respectively. The lienholders, note-buyers, *etc.* are included in this scenario, but due to the contracts between the lienholders, banks, and original founders, depending on who got the money for the sale of the properties and how it was set up, are more complex. Thus, we need an independent investigator to figure out the details. For example, American First Federal Credit Union, as a lienholder, included homeowners rooms, which includes rooms that aren't supposed to be sold, but were sold due to the County's negligence.

Scenario #2: 2006-2010 This is the only scenario that the trial court considered under the mutual mistake assumption. All the units' titles were asked from Wasatch County by Weston Fuller, and were asked by door numbers instead of tax ID or parcel

number. Weston Fuller, instead of looking at the Plat F 2002 to show to the potential buyers, probably not aware of the design of the project before 2006, which was done by his father Robert Fuller and partners, shows people a map that presents Plat F 2002 with the numbers of 2006. Weston Fuller, as the primary seller of all the units, not realizing what the County had done, was under the impression that pre-sold units were sold with their present addresses. For example, Peter Johnson, who pre-bought OZR6107, Parcel 20-9193 (OZR6107, now OZR6A207)- Weston fuller truly believed that Johnsons bought a basement unit, because he asks for the titles by address instead of referencing the map for Plat F, and asking for parcel number or Tax ID. Rahimi's unit OZR6107 unit 207 was sold twice, once to Johnsons in 2005 and in 2006 by Weston to his brother. Karen Nellist intended to buy OZR6025/OZR6A125 and got the title to OZR6125/OZR6A225.

In 2008, the asking price for Rahimi's unit (OZR6107, now OZR6A207) was \$250,000.00. At this time, MLS #851762 was for address "784 W Resort Drive #107," the correct information, no bait and switch. Legacy and partners did their fraudulent amendment to make similar listing, a bait and switch. The County's address in 2008 for my unit (OZR6107, now OZR6A207) was "784 Resort Drive #107." The Complaint and amended complaint was designed to cover-up and legitimize their bait and switch and other frauds. The entire complaint is a fraud and passes the fraud test.

Scenario #3: After 2010, Legacy and Partners, enjoying their spoils at the cost of homeowners, totalling around \$100,000.00 per month, decided to steal the Common areas belonging to all homeowners, including Suites, villas, and village owners. Also, with the passing of one of the original financiers of the resort, George Perkins,

Legacy/RF decided to not only occupy his units, but to own them. In order to do their plan, and realizing the County's mistake, decided to do the amendment and correction of deeds to achieve their goals. Weston Fuller, before 2010, did not know what was happening. Instead of legal ways to correct the mistakes, decided to join Legacy and commit fraud.

The units that were sold after the Amendment in 2010, started with bait and switch at level of MLS, and it went on from there. An example of what happened with my unit was: My unit, OZR6107 (now OZR6A207) was listed in MLS (number 1041385 (06/30/2011)). They listed the address as "784 W Resort Dr #107," which based on the amendment and County correction of the address this is OZR6007/OZR6A107. They have a tax ID of "OZR6107" unit 207. Address of one unit with a tax ID of a different unit, bait and switch. The contact listed is Weston Fuller, with agent Cody Yeck of Mountainland Realty, and broker John B. Harr.

When my real estate agent, Jay Mirraffie, and I went to see the unit, they directed us in front by Legacy to the room OZR6007 (now OZR6A107) although the unit for sale is OZR6107/OZR6A207, purely a bait and switch. They even attempted to do another unit similar to mine, which I had to stop by writing to MLS, after which the listing was removed (Unit 227). (See, Letter by Jay RE Unit 227; MLS OZR6A227).

Any unit sold after 2010 should not have had any effect from the negligence of Wasatch County, since the 2010 Amendment clarified who held title to what unit and no mutual mistake anymore. The only reason this continued was because Legacy/RF and

partners wanted to steal more rooms and common areas, plus take advantage of our common-area facilities for use of other facilities they owned.

Mark Butler, June 2012, bought unit 307 and later on transferred it to his brother with description of two units. His brother, David Butler, quit claim deeded his unit 307 to Legacy and now he is claiming to own Rahimi's unit. Details and facts are in these motions that Rahimi has done in the lower court. *See, MLS Unit OZR6A207, Motion for Judgment on the Pleadings, DEFENDANT'S MOTION TO DISMISS AND ALTERNATIVE RULE 60(B) MOTION TO SET ASIDE ENTRY OF SUMMARY JUDGMENT.*

Scenario #4. Weston Fuller in 2006, started to update and wrote all of the REPCs to deliver the titles. As a new real estate agency owner and broker and unfamiliar with Plat F, changed the REPCs unit numbers from Plat F to his map number and asked Wasatch County by room numbers rather than parcel number or tax ID, as such none of the units in the basement was sold. Later on, Weston and his father lie in their testimony that none of the units were sold based on Plat F, so they could cover their mistakes and liabilities and to stick to their story of mutual mistakes which was totally bogus. *See, DEFENDANT'S MOTION TO DISMISS AND ALTERNATIVE RULE 60(B) MOTION TO SET ASIDE ENTRY OF SUMMARY JUDGMENT.*

Due to negligence of the County, Weston Fuller and others did not realize their mistake until 2010. Johnson got the right title with room door number of 207 instead of 107. Russell Fuller gets title to the OZR6207 unit door 307 instead of 207, the unit that Mark Butler bought in June 2012 after amendments and well aware of which unit he bought. Mark Butler quit claim deed unit 307 to his brother Mark Butler with description

of two units 207 and 307. Weston Fuller, in charge of key issuance, even issued keys not based on the Plat F 2002 recorded documents, but based on his map.

Before 2010 and Legacy's erroneous claim of owning the Zermatt Resort, none of this made any difference because all unit owners were in a fairly operated rental pool benefitting from their ownership in common areas, such as restaurants, spas, *etc.* As far as the individual hotel units, the return on investment income was spread evenly on a per capita basis based on unit ownership. As no one was living there permanently, anyone could stay in another's vacant room if their own unit happened to be occupied by a guest. Legacy took over management of the facilities, the homeowner's association, issuance of keys, and occupancy of other note-buyer's rooms, and controlled the entire place based on falsified information that they bought the entire facility, including our common areas. Meanwhile Ken Patey bought 23 units of the suites from RF and another 68 unfinished suites in an auction. Because all of these units, including the units that Legacy and partners bought, were affected by Wasatch County's negligence, legal battles started. Rahimi bought his unit at the end of February 2013 from Johnsons. Rahimi was in scenario 3 and a victim of bait and switch. Rahimi and his agent, Jay, even asked about discrepancies and were told it was correct. Rahimi did not find out about this bait and switch until July 2014 when he got his property taxes for the first time. Noticed two year taxes also not paid. Rahimi contacted his agent and his title insurance company. Rahimi after inspecting his title he realized that he had bought the unit above him which belonged to Johnsons before. Rahimi's thought was that this was a mistake and easily fixed so he called the front desk and told them about it. Told them he is going to be there

to get his staff out of 107 and will move it to 207. Little Rahimi knew of what was ahead. Within one hour Stuart Waldrip counsel for Legacy and Steve Edington called him and told him that his title was wrong. Rahimi did go with his title to the front desk because according to CCNRs they are supposed to issue keys to the title holder, which the management refused. Rahimi called the police and they started the investigation.

See, Grama report, which basically Stuart Waldrip told County attorneys that Rahimi had to get involved with our lawsuit in the future. Rahimi asked his title insurance company for guidance and they paid his backed taxes and reviewed his chain of title and told him there was nothing wrong with his title and that they cannot do anything about him having no access to his property. Also, Rahimi was told that the person who did his title insurance is fired because he apparently did not do a title search on his property. Rahimi started his own investigation and pulled the chain of titles for his stack (107, 207, 307). Rahimi realized that the unit he was given key to belonged to Ken Patey, and was involved in a lawsuit because of that he asked HOA to give him legal assurances that he would not be responsible for trespassing, which they refused. Since then, Rahimi has refused to pay any HOA fees and has not had any units since then. Rahimi started his actions against ten Entities and people involved in People's Court. Here once again, like the County Attorneys Stuart Waldrip, came in with the fraudulent quit claim deed from Johnsons to David Butler and told the judge that Rahimi needs to wait for our lawsuit to clear his title. The court completely ignored Rahimi's documents and evidence he had about his bait and switch and all the other parties. The Court dismissed Rahimi's cases and sent him to District Court with no records of the hearing and presentation of Rahimi.

Rahimi then started his eviction process, an expedited matter which was supposed to happen on March 31, 2015. The court decided to rule on Rahimi's eviction without hearing, so the March 31st hearing did not happen until May 2015. Apparently the judge ruled and later revoked his ruling with no record of his ruling, just revocation of his ruling and assignment of a hearing. Rahimi, due to the actions of the court, hired counsel. The Complaint was filed on April 10, 2015. The complaint was a "*group quiet title*" based on mutual mistake with four entities and three floors with three units involved. The shell game of Gerard makes the third floor and its units disappear and given to Legacy, doable because the plaintiffs did not provide any chain of titles to support their complaint. The Mary Carter Agreement was used to the point that Rahimi had no plaintiff. Rahimi's eviction process was consolidated with this case, but procedurally did not follow the rules of law. Rahimi's adversaries were put on the same side as him, the defendant. Rahimi's council tried to get Rahimi out of the complaint Case number 158500038 since he didn't have any plaintiff. The court decided that everybody was Rahimi's plaintiffs. The court did not review Rahimi's cases, instead ruled on a summary judgement prematurely with all Rahimi's disputes of facts in place. The court also put all of the Rahimi's peoples' court disputes on hold until the final summary judgment of the complaint. The Court did not accept Rahimi's opposition to the summary judgement due to being too many pages although it contained only 9500 words. This Summary Judgment was approved on 3/24/17 despite the fact that Ownership of the entire Zermatt units involving Ken Patey, George Perkins' interests, American First Federal Credit Union, ZB Holdings, and Rahimi's stack units 107, 207,

307 were in three other lawsuits 140500069; 130500020; 180500092. These cases were also “*group quiet titles*” affected by Wasatch County’s negligence. In their lawsuits, default judgments were used. They also had “*group lis pendens*” and Legacy and partners with the same lawyers. The court not only approved a “*group quiet title*” but also instead of each title going in front of a judge decided on ownership and title of forty four (44) owners and only left Four rooms still in dispute. Rahimi tried to clarify this group quiet title but the court misunderstood him. The reason for the four rooms still having problems was that the mutual mistake theory was wrong. *See, request for rehearing and mathematical explanation by Rahimi.* The court after the final summary judgment changed the judge. The new judge’s goal was to preserve this summary judgment. Legacy and partners still had a lot of default judgments to do in four lawsuits and the Four rooms issue to resolve since their mutual mistake theory was only true about one scenario number two. Thus, the case was going on while the new judge decided to give Rahimi no standing in any of these issues, and refusing to review his stack although it is required by law. The new judge put two of Rahimi’s motions, the two that he was allowed to present, under advisement. The first one Rahimi’s hearing was denied a hearing that was already heard; the second one is explained below under Issue 23 in Rahimi/Sirola Briefing. Rahimi attempted to do an interlocutory appeal, 65 B against District and Appeal case without success. Although retrospectively based on Hall v. Hall, 584 U.S. (2018) Consolidation Supreme Court USA16-1150 3ebh-1, Rahimi should have given the interlocutory appeal. Rahimi started to preserve his issues for higher courts in multiple motions about all the misrepresentations and mistakes of the courts and

judges' actions and Wasatch County chain of titles changes because he realized that his stack was not reviewed, and his motions under advisement were not ruled on, and he could not go to any higher court if all his issues were brushed off. After many default judgments, and finishing their three other lawsuits, and declaring Rahimi vexatious with a prefiling order the case 150500038 consolidated with 150500018 was ruled on 12/31/19 in favor of Legacy and partners.

STATEMENT OF THE FACTS

1. Weston Fuller, Robert Fuller, Andrew Fuller, and Corey Anderson from Vintage Real Estate Agency, issued REPC real estate purchase contracts to buyers who pre-bought units prior to construction. REPCs for pre-bought units occurred between 2002 and 2006. All final titles were issued by Weston Fuller after 2006.
2. On August 23, 2002 Darwin Johnson paid One Thousand Dollars (\$1,000.00) as deposit for room number 132 OZR6132/OZR6A232 on the first floor.
3. According to Fuller's plan, unit buyers also were buying into ownership in limited common areas and common areas. This was the plan of Robert Fuller and executed on June 27, 2005, entry number 286793, declaration of villas entry 241536, and declaration of hotel suites, villages 190825. Wasatch County based on Plat F assigned Parcel numbers and Tax ID for each unit starting in 2003.

4. *On or about September 16, 2005, Peter Johnson and Zermatt executed a Real Estate Purchase Contract for Residential Construction regarding Unit Door Number 107, now 207, before construction of the hotel property, so REPC was 107 because it was done in 2005 (“Johnson REPC”). OZR6007/107/207 Chain of title.*
5. On September 30, 2005, Perkins DOT took a security interest in the Zermatt Parcel property (which is the Hotel), but expressly excluded 46 of the Privately Owned Units. The Perkins DOT lists the 46 excluded units by their Unit Plat Numbers, beginning with 002 and ending with 138.
6. On November 8, 2006, Zermatt executed a \$16.5 million promissory note to America First Federal Credit Union (“AFCU Note”), secured by a November 17, 2006, AFCU Deed of Trust (“AFCU DOT”).
7. Prior to construction in 2006 and amendment in 2010, the Plat F 2002 was the only reference point by which all public and private parties could rely.
8. Sometime around the end of 2005/beginning of 2006, Weston Fuller with his father, Robert, and brother Andrew, began their own full service broker, Mountain Resorts Management, which handled all REPC's from that time forward so they could sell Zermatt units with maximum profit expected. Weston Fuller created a map to sell the units based on what was on the doors - not titles, not parcel number, and not Plat F numbering.

9. The Wasatch County negligence affects not only the Suites and Villa buyers, but also all financial documents, like AFFCU and title insurance companies, specifically FATIC as individuals title insurer and lenders policy writer.

10. ☺ Weston Fuller altered his REPC for OZR6128, sometime after its original signing when he was asking Wasatch County for his title. The unit originally stated "128," but this was crossed out, and "228" was put in its place, meaning he was changing Plat F numbering to American numbering after construction to match his map not knowing what kind of problem he was actually creating.

Motion to dismiss summary judgement

OFFER TO PURCHASE

1. PROPERTY:

1.1 **Location.** The Earnest Money Deposit is given to secure and apply on the purchase of a new Residence (the "Residence") described below to be constructed by Seller on a parcel of real property (the "Lot") located at: Zermatt Resort & Spa, in the City of Midway, County of Wasatch, State of Utah, more particularly described as Lot No. N/A in the N/A Subdivision, or alternatively as follows: Suite #228, of the Hotel der Baer @ Zermatt. The Purchase Price for the Residence [] **INCLUDES** **DOES NOT INCLUDE**, the Lot.

1.2 **Home Design.** Seller shall construct the Residence and related improvements in accordance with the Plans & Specifications checked below and approved by Buyer as provided in Section 8. (check applicable box):

King Suite House Plan

FHA/VA Approved Plan No.

Plans and Declaration of Condominium (check one) AS RECORDED AS PROPOSED for Unit Number 128 of the Hotel der Baer @ Zermatt Resort & Spa Condominiums

a Custom Home (specify)

Other Price includes furnishings

1.3 **Improvements.** Seller represents that the Residence will be connected to the utility service lines and serviced by the additional Improvements identified below. (check applicable boxes):

(a) Utility Services

well public water private water natural gas electricity telephone

public sewer septic tank other (specify) N/A

(b) Additional Improvements

dedicated paved road private paved road other road (specify) N/A

curb & gutter rolled curb sidewalk irrigation water/secondary system - # of shares N/A

Name of water company N/A

other (specify) N/A

1.4 **Permit Fees.** Seller agrees to pay for building permit fees, impact fees and all connection fees except the following: N/A

12. ☺ Weston Fuller also changed the REPC for his brother, Andrew Fuller, when asking for the title for Wasatch County, from "126" to "226," as seen in the REPC, below:

Buyer Andrew Fuller offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$ 1,000 in the form of Check which, upon Acceptance of this offer by all parties (as defined in Section 23) shall be deposited in accordance with state law. Received by: _____ on _____ (Date)

Brokerage: Vintage Properties Group, Inc. Phone Number 801-226-7955

OFFER TO PURCHASE

1. PROPERTY:

1.1 **Location.** The Earnest Money Deposit is given to secure and apply on the purchase of a new Residence (the "Residence") described below to be constructed by Seller on a parcel of real property (the "Lot") located at: 710 Resort Drive, in the City of Midway, County of Wasatch, State of Utah, more particularly described as Lot No. n/a in the n/a Subdivision, or alternatively as follows: Suite # 126 in the Hotel der Baer. The Purchase Price for the Residence [] **INCLUDES** **DOES NOT INCLUDE**, the Lot.

1.2 **Home Design.** Seller shall construct the Residence and related improvements in accordance with the Plans & Specifications checked below and approved by Buyer as provided in Section 8. (check applicable box):

- King Suite House Plan
- FHA/VA Approved Plan No. _____
- Plans and Declaration of Condominium (check one) AS RECORDED AS PROPOSED for Unit Number 126 of the Hotel der Baer Condominiums
- a Custom Home (specify) n/a
- Other Includes furnishings

1.3 **Improvements.** Seller represents that the Residence will be connected to the utility service lines and serviced by the additional improvements identified below. (check applicable boxes):

(a) **Utility Services**

- well public water private water natural gas electricity telephone

13.

Weston Fuller also changed Siddoway's REPC since Siddoway's notice of the change of their room and they brought it up to Weston. Weston told them the unit in their REPC has been sold and he gave them the room below with no closing cost.

14. Weston Fuller was in charge of the key issuances which according to

declaration of suites was supposed to be to title holders. Weston Fuller was issuing keys based on his idea of who owned what unit as such he was issuing keys to his brother for OZR6A207 and OZR6A107 to Johnsons, but these were hotel units so it did not matter.

15. Between 2002-2007 The Unit Plat Numbers from Plat F were used in every aspect of the Hotel development, including construction, sales, purchase contracts,

and deeds, except Weston Fuller and his map which was using physical door numbering. 306033 MECHANIC LIEN AND RELEASE 305018, 308876, 300876, 302065, 300937, 302013, 298060, 300173, 305941, 308585, 309585, Even consents for Amendment plat was done based on Plat F.

16. Per Weston Fuller, “The management committee didn't really exist in 2006 until they had their first homeowners' association meeting in January of 2007. Weston Fuller was the person who was deciding in his mind who owned what, as such not familiar nor aware of Plat F 2002 and Wasatch County's negligence with his dad, Robert Fuller, became the main reason that the mistakes of Wasatch County were not discovered.
17. On Dec 28, 2009 Special Warranty of deed from Fuller Heritage Robert Fuller to Zermatt Resort LLC. This document with +++ adds all of our common and limited common areas.
18. On April 30, 2010, Legacy Resorts, LLC (“Legacy”) bought the AFCU Note. Legacy Resort LLC declared that they acquired the entire Zermatt Resort.
19. On April 13, 2010, Robert Fuller “the developer and principal owner of Zermatt Resort” filed an “Affidavit Concerning Unit Numbering of Plat F at Zermatt Resort” (“Fuller Affidavit”), which set forth as follows..... 3. The sold units were conveyed using the hotel numbers rather than the Plat F numbers.
20. May 4, 2010 Zermatt Resort LLC Transaction with AFCU, Randon Wilson

lawyer, Waldo and Jones.

21. ~~Legacy did an Amendment to Plat F in 2010. In this Amendment they erased 6 units of our limited common areas and gave it to Legacy: OZR6426 (Meeting Room), OZR6153 (Restaurant), OZR6249 (Hospitality Suite), OZR6184 (Conference Suite), OZR6284 (Conference Suite). Deleted Tax Rolls for 2011.~~
22. 4/12/12 Legacy started the construction lawsuit on behalf of homeowners suites and villas, not 12 villages 120500050.
23. In or about 2012, Legacy and partners, Legacy hired attorney Ben Johnson to do Correction of deed in preparation for their “*group quiet title*.” **Quitclaimed by Legacy**: OZR6A107 to Johnsons, OZR6A120 to Butler, OZR6A125 to Nellist. **Quitclaimed to Legacy**: OZR6A307 from Butler.
24. In or about June 2012, Mark Butler, a real estate agent, president of the suites at Zermatt and very much familiar with title issues, purchased Russel Fuller's unit OZR6207/OZR6A307 in a foreclosure from Axiom Financial.
25. February of 2013, Rahimi bought OZR6107/OZR6A207 \$45,000. The unit that was shown to Rahimi in 2013 as Johnson's unit by Legacy and Weston Fuller was OZR6007/OZR6A107. On February 29, 2013, Rahimi closed his purchase from Johnsons. His title company emails his real estate agent that the address is wrong and they will fix it for closing. The first page of my deed was never recorded by Wasatch County's Recorder.

26. ZB HOLDING COMPANY LC vs. DAVIS, JAREN, 130500020 filed on 3/5/13.

Zermatt and ZB are informed and believe that Zermatt has title to the following assets: (a) Nine (9) Suites or rooms within the Hotel – Unit Nos. 129, 131, 135, 209, 284 (conference suite), 342 (meeting room), 347 (meeting room), 349 (hospitality suite), and the spa; (b) the Annex; (c) approximately 0.67 acres to the north of the Hotel located on Plat A of the Facilities; (d) approximately 0.55 acres within the Swiss Oaks development in Midway, Utah; (e) Three (3) liquor licenses for Zermatt (BC00128, RE01963, and BC00128); and (f) Two (2) trademarks for Zermatt (Serial No. 78979383 and Serial No. 78845043).

27. On 7/17/14 Lawsuit 140500069 started by Legacy vs. Ken Patey. Lis pendens was also done against the entire Zermatt Resort.

28. On July 18, 2014 Rahimi got his property taxes parcel number 20-9193 Tax Id OZR6107/0ZR6A207 for the first time, when he noticed that there were unpaid taxes for two years and that he was victim of *bait and switch*. At the same time Lis pendens lawsuit entry 402849 and released December 18, 2014. Entry 407474.

29. On August 5, 2014, Rahimi calls the police for trespassing.

30. On or about August 8, 2014, PRAIA LLC vs. FIRST AMERICAN TITLE INSURANCE CASE NUMBER 140500081 was filed in Fourth District Court.

See, docketing; transcript; judgment. No chain of titles for the Units

OZR6007/OZR6A107 and OZR6207/OZR6A307 were submitted in this lawsuit.

This includes my stack.

31. 10/28/14 Small Claims Actions 148400026, 148400027, 148400028, 148400029, 148400030, 148400031, 148400032,
- 32.Appealed to Fourth District Court 2/18/15. 158500001 hearing November 4, 2016, 158500002 John Harr, 158500003 Mark Butler, 158500004 David Butler, hearing August 6, 2018, 158500006 legacy, hearing August 6, 2018, 158500007 Gemstone management, 158500008 HOA dismissed July 14, 2017. These were for all 8 cases hearings May 12, 2015, which Judge Griffin consolidated with case 158500038. Brown ruled on them based on Griffin's Summary Judgment
33. On or about March 18, 2015, Rahimi requested a hearing for his eviction process, which was scheduled for 3/31/2015, only to be canceled by Griffin and ruled on.
34. Plaintiffs did not file their "Group Quiet Title" Complaint until May 2015.
35. 7/31/18 The lawsuit 180500092 filed.
36. On or about January 10, 2019 Rahimi filed 65(b).
37. 1/11/19 The Court issues its ruling on Plaintiff's Motion for Summary Judgment in case 180500092 signed 2/22/19. The stay in cases 150500038 and 130500020 is lifted.
38. On March 19, 2019, I submitted a Motion to Dismiss which discussed Weston Fuller's fraudulent activity and disputed the presence of any mutual mistakes. I have included the hearing tapes here. (March 19, 2019 Hearing Audio 150500038 Part I; March 19, 2019 Hearing March 19, 2019 Hearing Audio 150500038 Part II; Audio 150500038 Part III).
39. On April 17, 2019, the Suite HOA (same thing as Legacy and Partners now)

announced they are going to do an Amendment to our declaration of condos for the Suites at Zermatt and they are going to take a vote at our meeting scheduled for April 27, 2019. In this Amendment of Declaration they are going to exclude from our common areas, the Spa, tennis court, pavilion, covered patio, concessions.

40. September 9, 2019 hearing transcript motion to strike pleading and vexatious litigator issue.
41. On December 13, 2019 the order to declare Danesh Rahimi Vexatious by his co defendant was approved by Judge Brown.
42. On December 31, 2019 the final Judgement of Case 150500038 was done. My Motion to Dismiss which was under advisement also dismissed as such since this final judgement did not have any arguments nor analysis Judge Brown did not analyze any of my motions. My eviction process case 150500018 was never discussed since its improper consolidation.

The record on appeal has preservation of these facts in my motions mainly:

Pleading motion, Full Release of Lis Pendens. DEFENDANT'S MOTION TO DISMISS AND ALTERNATIVE RULE 60(B) MOTION TO SET ASIDE ENTRY OF SUMMARY JUDGMENT, 65 (b) motion, second 65 (b). Example troykohlervs kennethpatey090919condensed about being vexatious and pleading arguments dated 9/9/19 index page number 16356.

APPENDIX

CONCLUSION

1. “*Group Quiet Title*” and “*Group Lis pendens*” if they are not about mineral nor water rights do not have any legal precedent in our state nor our country, and are unconstitutional.
2. Default Judgement in quiet title actions per Supreme Court of the United States should not be used. This case is even worse since it is Group Default Judgments which even make it unconstitutional.
3. Summary Judgement should not be ruled on until all the disputes are resolved, not the other way around, even if these disputes are in different cases.

For the foregoing reasons, the petition for a writ of certiorari should be granted.
Respectfully submitted,
Danesh Rahimi  Namaste

Dated: January 4, 2021.

/s/ Danesh Rahimi
Dr. Danesh Rahimi, Appellant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document to be served via email on January 4, 2021, to the Utah Supreme Court, and via email to be delivered to:

Utah Supreme Court
supremecourt@utcourts.gov

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Dated: January 4, 2021.

/s/ Danesh Rahimi
 Dr. Danesh Rahimi, Appellant

Appendix

D

The Order of the Court is stated below:

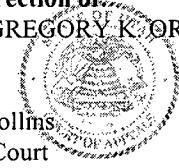
Dated: November 04, 2020
12:25:16 PM

At the direction of:

/s/ JUDGE GREGORY K. ORME

by

/s/ Lisa A. Collins
Clerk of Court



IN THE UTAH COURT OF APPEALS

Troy Kohler,
Appellee,
v.
Danesh Rahimi,
Appellant.

ORDER

Case No. 20200071-CA

Trial Court Case No. 150500038

Before Judges Orme, Christiansen Forster, and Appleby.

This matter is before the court on Appellant's petition for rehearing, filed November 3, 2020.

IT IS HEREBY ORDERED that the petition for rehearing is denied.

End of Order - Signature at the Top of the First Page

Appendix

E

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Utah Court of Appeals
Matheson Courthouse
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Salt Lake City, Utah 84114-0210
(801) 578-3900
November 3, 2020

DANESH RAHIMI,

Appellant,

v.

TROY KOHLER,

Appellee.

**APPELLANT'S PETITION FOR
REHEARING FROM A
DECISION RENDERED
ON OCTOBER 20, 2020**

Case No. 20200071-CA

Vexatious Certification: I, Karen M. Siirola, as Defendant Dr. Rahimi's counsel, "must include along with any filing a certification that (1) I [counsel] has/have received a copy of [the order declaring Dr. Rahimi a vexatious litigator] and (2) that the [document] being filed complies with Rule 11(b) and does not contain any redundant, immaterial, impertinent, or scandalous matter." [Per ORDER directed by Judge Gregory K. Orme, by Lisa A. Collins, May 26, 2020.]

ORDER AND ORDER TO SHOW CAUSE, Case No. 20200071-CA

BASIS OF JURISDICTION

Jurisdiction of this appeal is confirmed upon this Court pursuant to Rule 35, Rules of the Utah Court of Appeals, effective April 10, 1987. Counsel for petitioner and

Rahimi certify that this petition is presented in good faith and not for delay, only for the purpose of clarifications of memorandum decision by the Appeal Court.

NATURE OF MISUNDERSTANDING OF THE BRIEFING.

Rahimi/Siirola also made a mistake of assuming the Appeal Court was aware of the fact that the main request by Rahimi/Siirola was reversal of final judgment of the summary judgement in Case 150500038/150500018. Another assumption that Rahimi/Siirola made was that the court was aware of the fact the owners of each Unit, regardless of Unit 107 or 207, have ownership in *common* and *limited common areas*. This issue was why the court and Legacy and Partners (LP) brought the other cases involved in this case. Rahimi has always had enough on his plate and avoided the other cases except in *lis pendens* issues.

While writing, Rahimi/Siirola believe that hyperlinks have created many misunderstandings in regards to facts and evidence. Our undisputed facts have been hyperlinked to evidence. Each of our legal issues in consolidated nine (9) cases is also hyperlinked to the motions for their preservation, legal arguments, and facts about judges and lawyers. Our briefing does not include any Appendixes. Instead it is hyperlinked to the relevant and supporting motions preserved in the lower courts. This case is about Rahimi's ownership in a stack of units in Zermatt Resorts, specifically 107, 207, 307. Zermatt Resort is also very unique because the owners through their HOA declarations also have ownership in the common and limited common areas. The problems that caused these disputes in the complaint originated in 2006 after completion of the units

based on Plat F. Zermatt Resort started issuing titles to the pre sold units and new buyers. Wasatch County failed to inspect the project to assign the proper addresses so Rahimi's stack got the addresses of 007, 107, 207. The county's mistake not only affected Rahimi's stack, but also affected all the trust deeds, contracts, common areas ownership, rooms on third floor were sold that were not supposed to, notes, investors interest in the units, Perkins's loan, lenders, title insurance companies, and even the operations of the hotels were affected. In reality, the negligence of Wasatch County created mathematical and real estate problems. Rahimi/Siirola asked the court to please review these issues before going forward: "*Please Review the following hyperlinks before starting this Appeal. EoJ; Complaint analyzed; Wasatch County's Negligence; Final judgement analyzed.*"

These mistakes initially did not have any substantial effect on homeowners because these were hotel units and everybody had clear title to a unit. Everything changed after the passing of Perkins (one of the main financiers of the project) and LP's purchase of AFCU's loan. LP realized the mistakes of Wasatch County and started using it for their own profit. LP started their plans as early as 2010. Some of the actions included: The amendment to Plat F; the correction of deeds; changing the chain of titles; renting and collecting only their own rooms and Perkins's room; taking over HOA and Management; issuance of keys; bait and switch for new buyers; leasing our common and limited common areas which have Five Hundred Thousand Dollars (\$500,000.00) per year income to themselves for Ten Dollars (\$10.00) a year; increasing the HOA fees, *etc.* To legitimize their actions, they started complaint Case 150500038, a masterpiece that

Rahimi is involved in and has analyzed it for the courts. LP had no opposition except: Ken Patey, who was the buyer of Perkins's notes; Rahimi who did not like the facts that he was lied to and cheated by a *bait and switch*; plus ZB holdings which was another shareholder and investor. Overall, four lawsuits started with two of them by LP. Rahimi's lawsuits were consolidated with the complaint Case 150500038 and were never heard, then brushed off. Even this Appeal Court made a mistake by rejecting Rahimi's interlocutory appeals when a decision was made about his consolidated cases. *See, The Supreme Court of the United States ruling in Hall v Hall.*

"Held: When one of several cases consolidated under Rule 42(a) is finally decided, that decision confers upon the losing party the immediate right to appeal, regardless of whether any of the other consolidated cases remain pending."

The final decision of the lower court in their "*group quiet title*" was based on mutual mistake and room numbering issues which were only applicable to one scenario and was designed only to benefit LP. Rahimi, with a math background, knew and could predict that LP's theory of room numbering and mutual mistake were not right, and would have problems with certain units. They knew that they had to get involved with other lawsuits to convince the lower court. Below is the answer to the math puzzle that Rahimi/Sirola asked about in their briefing. Here is the list of the units that The Zermatt Resort originally wanted to sell: 002, 004, 005, 006, **007**, 015, 016, 019, 020, 022, 023, 025, 026, 027, 028, 030, 032, 033, 034, 035, 036, 037, 038, 106, **107**, 108, 110, 111, 115, 116, 119, 120, 122, 123, 126, 127, 128, 129, 130, 131, 132, 133, 134, 136, 137 and 138.

As you can see the third floor was not for sale and that is why Gerrard played his shell game and made the third floor disappear. Due to Wasatch County's negligence, the

units on the second and third floor were sold. Rahimi had title to the old 107 which was on the first floor, now second floor, Unit 207, same as his previous owners Johnsons. As you can see Unit 007, now 107 was also for sale which Ken Patey had the title to. Based on LP's theory of mutual mistakes, LP would not be able to convince the lower court the rooms that were only for sale in one floor, and not as a stack, such as 025, 035, 129, 131. These were the exact rooms that Judge Griffin had problems with and so he excluded them in his summary judgment. By the way, 025 is now 125, and was the room Karen Nellist purchased. Rahimi/Siirola even asked the Nellists to write an *amicus* brief, but due to their ordeal they went through, they said they, "have taken their losses" and they "would never want to have anything to do with Zermatt Resorts." *See, Karen Nellist Story*, a good reading to understand this case and has been provided to lower courts several times and in different motions. Can you imagine how much time and adjudication would have been saved in four lawsuits for four years if the lower court would have considered Rahimi's explanation and dispute of mutual mistake in a summary judgment? And the lower court declared Rahimi vexatious. This was a mathematical argument and if the Appeal Court still wants it in legal arguments, Rahimi/Siirola would refer them to Rule 56 (c)(1)(B) showing that the materials cited do not establish the absence or presence of a genuine dispute. Rahimi/Siirola based on this mathematical argument alone should prevail, or at least give them a chance to be heard.
"insufficient for this court to address any legal issue."

Rahimi/Siirola have followed the Appeal Court's instructions for their briefing and fulfilled all the requirements of Rule 24. Rahimi/Siirola looked at the common standard

of review and could not find any that would satisfactorily explain all the injustices that have fallen upon Rahimi. After analyzing this case and looking at hundreds of case laws and briefings, Rahimi came to the conclusion that our justice/legal system is missing the Eyes of Justice (EoJ). Rahimi has been a *pro se* party in most of this case except now. Rahimi/Sirola's briefing is not insufficient - it is different, because it is an appeal from a *pro se* party. *Pro se* parties usually look at issues *via* eyes of justice, not as much as eyes of the Law. Rahimi/Sirola asked this court to invite them for hearing and Rahimi would show them all the facts and legal arguments. Rahimi/Sirola believe that they were overly sufficient and have brought so many issues that this court is overwhelmed. Most case laws are only about few issues, where this case is at least 10-20 legal issues.

Misunderstandings Discussions

Rahimi/Sirola have provided a lot of issues of injustices and legal issues supported by hyperlinks instead of appendixes. **The main legal issue has been the fact that “group quiet title” only applies to mineral rights and water rights.** As such, Rahimi/Sirola has asked the court several times for the **next steps in “group quiet title,”** which is to personally and physically review Rahimi's stack which includes Unit 107, 207, and 307.

The other important legal issue that Rahimi/Sirola have brought up, is the issue of use of default judgment in the quiet title actions which The United State Supreme Court has forbidden. This issue alone should be enough for this Appeal Court to reverse the final summary judgment. Please look at the above hyperlink and this one also which are

about default judgment in quiet title action in the United States Supreme Court: “*the court entered a default judgment. We believe that was error.*”

Another important issue is: Who has the right of possession of a property while in litigation, a title holder or a title seeker? Rahimi/Siirola can go on and on, but they do not want to repeat their briefing here.

Rahimi/Siirola also have Rahimi’s standing as one of their legal issues, especially when *lis pendens* are concerned. Rahimi/Siirola’s briefing is actually more than sufficient and brings up many related legal issues. Rahimi/Siirola would be happy if only this Court looks at Rahimi’s ownership in stack 107, 207, 307. This review has not happened, has not become a fact yet. Any of the issues brought up are enough to dismiss the summary judgment. Rahimi/Siirola’s Briefing introduction includes:

“Civil No. 150500038 was initiated as a “group quiet title” lawsuit conceived under the collaboration of allegedly adversarial attorneys, carefully designed to take advantage of the negligence of Wasatch County’s failing to inspect and assign the correct addresses with the titles of units, thus, causing discrepancies in ownership as related to vertical stacks of hotel condominium units at the Zermatt Resort. Legacy and Partners, through benefitting from an abuse of their adversarial system, have used counsel to feign a legitimate lawsuit in order to induce judicial orders, aimed at legitimizing their hidden agenda to acquire previously unowned units and common areas parcels, which should belong to all unit owners. The judicial orders throughout this dispute have seemingly relied only on the word of counsel alone, failing to find any basis in the actual chains of title or other recorded documents, which will demonstrate a number of judicial abuses of discretion in quieting title in a legally improper manner to the incorrect parties, including in the case of Rahimi.

Rahimi should prevail in this appeal for several fundamental reasons:

First, there exists no judicial precedent for the “group quiet titles” executed by Judge Griffin and Judge Brown, which is in clear violation of law and statutory authorities.

Second, the trial court judges blatantly ignored crucial evidence including chains of title and other recorded documents which clearly demonstrate record ownership in conflict of deeds with the final orders issued in this matter.

Third, even if we accept “group quiet titles” as an applicable legal doctrine, which appears to only apply in the case of adjudicating mineral or water rights, the next step would necessitate an individual review of each distinct property owner’s interest, presumably including the chain of title, by the judge. Judge Brown not only failed to review any of the titles, her main goal as she stated in her hearing was not to change any ruling of Judge Griffin. If this was not enough, she refused to do anything that would even jeopardize Judge Griffin’s ruling, because both judges selected execution of “group quiet title” which is against the rule of the law. Also

important here is the fact that indispensable parties were purposefully excluded from this "group quiet title" action, including villa owners, village owners, and others with common area interests adjudicated in this action. This further included Legacy rooms purchased through AFCU loans since these rooms included 23 homeowners units. This was done intentionally to take advantage of the judicial foreclosures in Legacy's favor without due notice or scrutiny concerning the rights of parties not included and illegitimacy of execution of "group quiet title," done in two other lawsuits, 140500069, 130500020.

While Rahimi argues that no mutual mistake existed given the different circumstances under which various unit owners purchased their units, Rahimi should succeed in any event given the applicable statute of limitations for mutual mistake, the doctrine relied upon by Judge Griffin, had long moved away at the time the complaint was filed.

Finally, the summary judgment entered by Judge Griffin was surprisingly entered very prematurely, with material facts still disputed on the record, particularly in declarations provided by Rahimi, which provided conflicting testimony from an unbiased third party, never considered by Judge Griffin prior to entering his summary judgment order. Aside from these main legal errors, a number of other judicial abuses of discretion by Judges Griffin and Brown severely prejudiced Defendant Rahimi's property rights and due process interests, which will be detailed at length in the argument portion of Rahimi's brief.

Please Review the following hyperlinks before starting this Appeal. EoJ

Complaint analyzed: Wasatch County's Negligence; Final judgement analyzed."

a) Can an entity record a group lis pendens against an entire resort's number of units when, at the time of recording, the entity doesn't have a claim of right to that quantity of parcels? Are there penalties for failing to notify encumbered parties of a recording of *lis pendens* made against their interests? Can a recording of *lis pendens* be made in the name of an entire group of "Plaintiffs" in a lawsuit, and if so, who retains liability in the event of a wrongful *lis pendens*? (See, Motion to Remove Lis Pendens; Utah Code 78B-6-1303).

LIS PENDENS ("Plaintiffs")

Recorded Against: Plat A Common Areas; Villas; Plat F Suites practically the entire resort

Dated: May 5, 2015

Recorded: May 7, 2015

Entry No.: **411738**

Book/Page: 1129/859

Plaintiff: Troy Kohler, *et al.*

Defendant: Ken Patey, *et al.*

Civil No.: **150500038**

Court: Fourth Judicial District

Attorney for Plaintiff: Douglas D. Gerrard

LIS PENDENS ("Legacy," "ZB Holding," and "Zermatt Resort")

Recorded Against: Plat A Common Areas; Plat F Suites only, but should also include villas because chain of title for common areas includes this recording. As villas and suites share ownership in common areas, each

should be equally encumbered pursuant to their *pro rata* percentage share of ownership in Plat A.

Dated: December 17, 2014

Recorded: December 17, 2014

Entry No.: **407459**

Book/Page: 1119/752-759

Plaintiff: ZB HOLDING & LEGACY RESORTS

Defendant: KENNETH PATEY & PALISADE HOLDINGS

Civil No.: **140500069**

- b) Can a summary judgment effectively act as a final order, especially when it is about “*group quiet title*,” and allow litigation to continue for several years where parties are also not allowed to make arguments on the basis of the summary judgment order? (*See, Judge Griffin's Order Entering Summary Judgment in Favor of Legacy & Plaintiffs*).
- c) Can a party be encumbered by a recording of *lis pendens* when said party is not included in the dispute from which the recording of *lis pendens* arose? Motion to remove lis pendens by Legacy.
- d) Does eminent domain apply when a judicial taking occurs and takes away a party’s interest in a parcel of real property? (*See, Karen Nellist's Story; Shell Game Exposed for Karen Nellist stack X25; Motion Requesting Judge Brown Take Judicial Notice of Ownership Interests*).
- e) Can a party send notices to entities and individuals no longer having an interest in parcels of property, to obtain default judgments against these parcels in order to claim that "all appearing parties stipulate" to a certain judgment to conclude a

lawsuit? (See, Response to Joint Stipulated Motion to Set Aside Default Judgments).

- f) (See, Audio Transcript March 2017 Hearing, Civil No. 150500038; Motion to Reconsider Summary Judgment Ruling.)
- g) Does a court in a “*group quiet title*” action have a duty to look at the chains of title before accepting the undisputed facts of a plaintiff, when the plaintiff has not provided any documentary evidence to support the allegations of the so called undisputed facts, or is this only for *pro se* parties?

“Rahimi has failed to state: a reviewable legal issue related to the trial court’s decision that Rahimi owned unit 107.”

Let’s first clarify this statement and show that Rahimi/Siirola’s briefing has 40 different legal issues all about this complaint and “*group quiet title*” in lower court. As example in regards to this statement:

*“**ISSUE 21:** This court made a mistake by failing to review each chain of title prior to entering a “*group quiet title*” summary judgment order, especially disregarding Rahimi’s stack which has not been reviewed despite Rahimi’s several requests. These rulings are against the rule of the Justice/law and require *de novo* review. (Request for review of my stack; Second request; Griffin’s Summary Judgment Order).*

1. ***ISSUE 22:** This court made a mistake by including individuals without any title in a “*group quiet title*.” (Motion to Remove David Butler and Others Without Title from Group Quiet Title).*
2. ***ISSUE 24:** This court made a mistake by prematurely ruling on a summary “group quiet title” judgment, before answering and reviewing Rahimi’s stack and his consolidated cases, especially as he and Ken Patey were the only real defendants. The rest are part of the MCA.*
3. ***ISSUE 25:** This court made a mistake by a judge who abandoned unanswered issues on a summary judgment prior to leaving the case.*

This decision was about Rahimi's stack which includes: Unit 107, Ken Patey title holder before judgment; Unit 207, Rahimi title holder before final judgement; Unit 307 David Butler original title holder and quit claim deed in June 2014 to Legacy. Thus, David Butler had no title and this unit is in the present third floor which was not even included in the complaint~~(2)~~. Please notice that the final decision about Rahimi's Unit 207, was to give it to David Butler, a person who did not even have any title. This motion was the one that Judge Brown took under advisement, after Rahimi sacrificed four of his other motions because he was given only 30 minutes to present five motions. The court's final decision was to deny this hearing ~~(2)~~. The final decision for this stack in regard to their ownership was to take Unit 107 away from Ken Patey and give it to Rahimi. David Butler's unit, which was on the third floor - the floor not included in this lawsuit by the **shell game of Gerard** - was given to Legacy.

Rahimi agrees with the court that we need to review stack 107. Unfortunately people's court sent Rahimi with his seven cases in regard to his stack to district court based on future events. Rahimi even went to district court *via* an eviction process about his stack. LP came along later and improperly consolidated Rahimi's stack with the "*group quiet title*" and decided about his stack without going to each individual unit including 107/207/307. As such, Rahimi's unit has never been reviewed. Thank God we do not have a "*group quiet title*" when it is not about mineral rights or water rights. This is the reason Rahimi has brought in front of this court, all of the issues which have made this "*group quiet title*" possible as illegal as it is, and has passed and survived in front of three judges, now six judges. Rahimi/Sirola are begging this court to allow them to

present their stack to this court. This request is the next step in “*group quiet title*” when it is not about the mineral or water rights, so it is not unreasonable and a Just request. Rahimi’s stack, despite request at least three times, has never been reviewed. Thus, 107 ownership for Rahimi has been decided by the “*group quiet title*,” Case 150500038, consolidated 150500018. What is the applicability of the “*group quiet title*” provisions without reviewing each individual title, and do these refer only to collective interests in water and mineral rights, or can they be applied broadly to hotel condominium ownership interests? (See, Lexis Search Group Quiet Title.) The law at the present time only applies to water and mineral rights and if the state wants to expand that, they need to broaden the rule *via* the legislature to include other parcels and interests. Rahimi has brought this legal issue in his introduction and again in his issue Seventeen (17) and many times more in his other issues. The LP never presented any chain of titles. See my issue 15.

Again: “ **ISSUE 26:** This court made a mistake by executing a “*group quiet title*” judgment without first inquiring separately into each “stack” of hotel condominium units. Brown made a mistake of not willing to change anything about the “*group quiet title*” despite drastic new evidence which would have justified the dismissal of the summary judgment. (Group Quiet Title Statutes; Rahimi’s motion of March 18, 2019, showed the Fullers were lying; DEFENDANT’S MOTION TO DISMISS AND ALTERNATIVE RULE 60(B) MOTION TO SET ASIDE ENTRY OF SUMMARY JUDGMENT. This motion was put under advisement and never ruled on like the MOTION TO REMOVE DAVID BUTLER FROM THIS GROUP QUIET TITLE AND OTHERS WITHOUT TITLE. This motion although it was heard, the hearing was denied by the court.”

The other crucial fact is that Rahimi has appealed the entire Case 150500038 consolidated 150500018, and as such he has standing in all the issues involved in these cases. Rahimi asked to be dismissed from this case because he had no plaintiff in this case and Judge Griffin decided that everybody in this case were Rahimi’s plaintiffs.

These issues are all in my arguments with hyperlinks to show the preservation and support of the facts and even motions with arguments in more detail. Rahimi wants to make clear to this court that the Legacy and partners have never made any arguments about the substance of the issues in this case. All of Rahimi's issues are about his stack which was ruled as a group and presently is executed and causing a lot of injustices to a lot of innocent homeowners, including Rahimi.

“He has raised matters in cases other than the case appealed”

Rahimi/Siirola never wanted to raise matters in other cases, but unfortunately the lower court and LP are the ones that used these cases in Case 150500038 to prove their mutual mistake theory and influence the final decision of Case 150500038, consolidated 150500018. One of the cases had *lis pendens* on Rahimi's properties, but the court denied him, standing to defend himself. Res Judicata in arguments for final decisions of Case 150500038, consolidated 150500018 comes from the court of Judge McVey. Rahimi/Siirola believe that this is injustice and against the rule of the law to bring up Res Judicata in a “*group quiet title*” unless it is about mineral rights or water rights.

Conclusion: It was not Rahimi/Siirola who raised matters from other cases, it was the lower court and LP.

“asserted an irrelevant standard of review”

Isaac Newton the Greatest Scientist who ever lived had to create calculus to solve his physics problems. Rahimi's creation of Eyes of Justice was to be able to analyze and make sense of our justice system. Present legal system we have is using Eyes of the Laws and has closed the Eyes of Justice. Our system used to be a justice/legal system

with justice as the dominant eye. Unfortunately, it has become a legal system with only one eye open. Our legal system needs to change to a Justice/Legal system. This new system instead of being by the lawyers for the lawyer should be by the people for the people. The present Rule 24 does not ask about any injustices, as such it is incomplete and biased against *pro se* parties. Justice is relevant especially when it is about people's Justice and *pro se* parties.

"cast aspersions on the actions and motives of attorneys and judges."

Rahimi has been a *pro se* party in most of these cases except now. Using EoJ Rahimi/Sirola have mentioned all injustices Rahimi has suffered from actions of LP and also mistakes of lower courts. Rahimi apologizes for his responses done by him and his previous legal help. Rahimi and Sirola are both caring people. Rahimi has been involved in this case not by choice, but as a matter of unwanted luck. Rahimi/Sirola have not had any bad faith in their briefing. Because Rahimi/Sirola are honest and caring people, they do not want anyone else to go through what Rahimi and homeowners have gone through and are going through even as of now. Rahimi/Sirola have provided a briefing that summarizes six (6) years of adjudication with a lot of issues involved. Rahimi/Sirola agree that they should have emphasized more the motions that were detrimental to final summary judgement. Rahimi/Sirola were trying to preserve all their issues at the same time. Rahimi/Sirola are also aware that this court does not consider requests for rehearing favorably, but they think it is important to clear the misunderstanding.

"has failed to cite to the record for any factual or legal support."

Rahimi/Sirola have shown their factual and legal support in their arguments and hyperlinks. A lot of their facts are also on the motions that Rahimi has written and have been dismissed. His section on undisputed facts was even hyperlinked to a more extensive fact section. Rahimi/Sirola even in their list of plaintiffs and defendants provided hyperlinks to defaulted parties in the docket.

Rahimi/Sirola in regards to their main issue, the final summary judgement showed the only case law they found in “*group quiet title*.”

1. **ARGUMENT ISSUE 17**
2. *Again, “group quiet title” does not have any definition or legal precedent in our country and this case is already causing damage to me due to execution of group quiet title.*
 - a. ***Issue:*** *Whether a “group quiet title” not involving mineral or water rights is proper under Utah law.*
3. ***Determinative Law:*** *“(5) The burden of proof for a quiet title action under this section is on the claimant to prove the existence of a right to public recreational access or floating access under Section 73-29-203 by clear and convincing evidence. . . . (7)(a) Multiple claimants and multiple property owners may be included in a quiet title action concerning public water common to the property owners. (b) In a case with multiple property owners, the court shall make a separate finding concerning each property owner included in the action.” Utah Code Ann. § 73-29-204 (West).*
4. ***Standard of Review:*** *Question of Law. State v. Pena, 869 P.2d 932, 936 (Utah 1994).*
5. *Final rulings of Griffin, McVey and Brown in “group quiet title” were against the rule of the law. Now that we have these erroneous rulings against a bunch of titles, how is it going to be executed? Even if we consider this execution as judicial taking (which we could only find in divorce, or eminent domain cases), then we obviously have no rules or regulations to guide the executors, which in this case are Wasatch County Attorneys, which evidence shows they did play an important role in this case.*

1. **ARGUMENT ISSUE 14 EoJ** *De novo review.*
2. *Rahimi feels injustice has come upon him and homeowners with this complaint, and sees that the Rule of Justice/Laws have been violated in this complaint: The path to Justice was redirected to injustice not only by breaking the rules but also by misrepresentation (mutual numbering mistake, shell game), lies, Mary Carter Agreement, fraud, stipulated judgement and default judgement use in quiet title, too many erroneous turns.” Rahimi/Sirola even have questioned the legality of the complaint itself to dismiss the final judgement.*

“Although he clearly feels like he has been wronged, he has not presented any cognizable legal issue or argument for this court to review.”

Rahimi/Sirola ask this court and each of the judges, “How would you feel if you were in lawsuits for six years and your case was never heard~~(-)~~?” Rahimi/Sirola has

brought a lot of issues in order to convince this court, not by just one issue, but many other issues and reasons to reverse the final Summary Judgment. Rahimi/Siirola cognizable legal issue was and is “*group quiet title*” when it is not about mineral rights nor water rights. Rahimi/Siirola are asking this court to reverse the final judgment and go to the next step which is to review each title with their chain of titles to determine ownership of each unit including Rahimi’s Unit 207, and to be compliant with the rule of the Justice and law.

CONCLUSIONS

Rahimi/Siirola have written this briefing in good faith and in compliance with Rule 24. Rahimi/Siirola’s briefing is sufficient, has provided the necessary facts *via* hyperlinks and is asking for a *de novo* review of “*group quiet title*” when it is not about mineral rights nor water rights. Rahimi/Siirola are asking for this court to reverse the order of the lower court in the final summary judgment and review each of the titles including Unit 107, 207 and 307 to be compliant with The Rule of Justice and Law.

Thank you for your time

Namaste 

November 3, 2020

/s/ Karen M. Siirola
Attorney for Appellant Dr. Danesh Rahimi

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document to be served via email on November 3, 2020, to the Utah Court of Appeals, and via email to be delivered to:

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Dated: November 3, 2020.

/s/ Karen M. Siirola
Attorney for Dr. Danesh Rahimi, Appellant

Appendix

F

OCT 20 2020

IN THE UTAH COURT OF APPEALS

<p>TROY KOHLER ET AL., Plaintiffs and Appellees, <i>v.</i> DANESH RAHIMI ET AL., Defendants and Appellant.</p>	<p>ORDER AND ORDER TO SHOW CAUSE Case No. 20200071-CA</p>
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Before Judges Orme, Christiansen Forster, and Appleby.

This appeal is before the court on appellant Danesh Rahimi's brief and on the court's own motion for sanctions. Rahimi filed a notice of appeal from the trial court's comprehensive final order listing ownership of individual units in a building in the Zermatt Resort. Rahimi was determined to be the owner of unit 107 on the first floor of the building.

Rahimi's brief is insufficient for this court to address any legal issue on the merits. Indeed, it is insufficient to require a responsive brief from Appellees. Rahimi has failed to state a reviewable legal issue related to the trial court's decision that Rahimi owned unit 107. He has raised matters in cases other than the case appealed, asserted an irrelevant standard of review, cast aspersions on the actions and motives of attorneys and judges, and has failed to cite to the record for any factual or legal support. Although he clearly feels like he has been wronged, he has not presented any cognizable legal issue or argument for this court to review.

Rahimi is represented by attorney Karen Siirola. At the beginning of the brief, a certification required by the trial court's vexatious litigant order and adopted by this court was included, which stated, verbatim, as follows:

I, Karen M. Siirola, as Defendant Dr. Rahimi's counsel, "must include along with any filing a certification that (1) I [counsel] has/have received a copy of [the order declaring Dr. Rahimi a vexatious litigator] and (2) that the [document] being filed complies with Rule 11(b) and does not contain any redundant immaterial, impertinent, or scandalous matter."

Rule 11(b) of the Utah Rules of Civil Procedure provides that the legal contentions in a document filed with the court must be warranted by existing law or constitute a nonfrivolous argument for the extension or modification of existing law. Utah R. Civ. P. 11(b)(2). Additionally, the rule requires that factual allegations have evidentiary support in the record. *Id.* R. 11(b)(3).

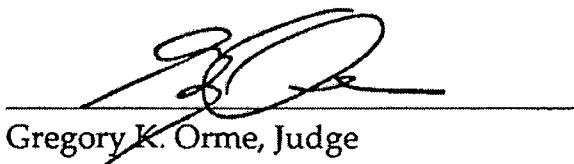
The Utah Rules of Appellate Procedure have a similar rule regarding representations made in documents filed in this court. Utah R. App. P. 40. Pursuant to rule 40(b), by signing a document filed in this court, an attorney represents that "the legal contentions are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law." *Id.* R. 40(b)(2). Additionally, an attorney's signature represents that "the factual contentions are supported by the record on appeal." *Id.* R. 40(b)(3).

We determine that Rahimi's brief does not meet these standards. In view of counsel's specific certification and the requirements of rule 40, counsel must be held responsible for the wholly insufficient brief that includes argument not grounded in current law, factual allegations that are not supported in the record on appeal, and scandalous matter in its accusations of misconduct on the part of attorneys and judges.

IT IS HEREBY ORDERED that the trial court's final order entered on December 31, 2019 is affirmed. IT IS FURTHER ORDERED that Karen Siirala must show cause, if any she has, why she should not be sanctioned by this court, either by filing a written response or requesting a hearing before this court. Any written response or request for a hearing must be filed within twenty days following the date of this order.

DATED this 20th day of October, 2020.

FOR THE COURT:



Gregory K. Orme, Judge

CERTIFICATE OF SERVICE

I hereby certify that on October 20, 2020, a true and correct copy of the foregoing ORDER was deposited in the United States mail or was sent by electronic mail to be delivered to:

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By Alexis N.
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Case No. 20200071
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October 5, 2020

<p>DANESH RAHIMI, Appellant, TROY KOHLER, et al., Appellee.</p>	<p>APPELLANT'S BRIEFING <u>150500038; 140500069;</u> <u>130500020; 180500092</u></p> <p>Case No. 20200071-CA</p>
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Vexatious Certification: I, Karen M. Siirola, as Defendant Dr. Rahimi's counsel, "must include along with any filing a certification that (1) I [counsel] has/have received a copy of [the order declaring Dr. Rahimi a vexatious litigator] and (2) that the [document] being filed complies with Rule 11(b) and does not contain any redundant immaterial, impertinent, or scandalous matter." [Per ORDER directed by Judge Gregory K. Orme, by Lisa A. Collins, May 26, 2020.]

BRIEFING

(1) A list of current and former parties.

PLAINTIFFS/APPELLEES

Defendant - DANESH RAHIMI Represented by: **KAREN M. SIIROLA**

PLAINTIFFS

ROBERT MORRIS Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**

WELLS FARGO BANK Represented by: PHILLIP J RUSSELL

DEFAULTED VIA AXIOM FINANCIAL

CHRIS PRICE Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM F**

HEIDI MORRIS Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**

T & L WHITAKER INVESTMENT LT Represented by: PHILLIP J RUSSELL

THOMAS E NIEDEREE Represented by: PHILLIP J RUSSELL

LAURIE A NIEDEREE Represented by: PHILLIP J RUSSELL

MARILYN HALL Represented by: PHILLIP J RUSSELL

KRULIC LIVING TRUST Represented by: PHILLIP J RUSSELL

SCOTT LOOMIS Represented by: PHILLIP J RUSSELL

JODY A KIMBALL Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

ROBERT MORRIS Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

WELLS FARGO BANK Represented by: PHILLIP J RUSSELL
DEFAULTED VIA AXIOM FINANCIAL

CHRIS PRICE Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**

HEIDI MORRIS Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**

T & L WHITAKER INVESTMENT LT Represented by: PHILLIP J RUSSELL

THOMAS E NIEDEREE Represented by: PHILLIP J RUSSELL

LAURIE A NIEDEREE Represented by: PHILLIP J RUSSELL

MARILYN HALL Represented by: PHILLIP J RUSSELL

KRULIC LIVING TRUST Represented by: PHILLIP J RUSSELL

SCOTT LOOMIS Represented by: PHILLIP J RUSSELL

JODY A KIMBALL Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

TROY KOHLER Represented by: PHILLIP J RUSSELL

BENS FUTURE FREEDOM LLC Represented by: PHILLIP J RUSSELL

DEFAULTED VIA AXIOM FINANCIAL

MICHAEL AITKENS Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

RICHARD WAITE Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

MARTHA WAITE Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**

TMO AND FAMILY LLC Represented by: PHILLIP J RUSSELL

MARK BUTLER Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**

MOUNTAIN WEST IRA INC FBO MARK Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

DAVID & ANNA ADAMS Represented by: PHILLIP J RUSSELL

DEFAULTED VIA AXIOM FINANCIAL

JOHN AND KAREN NELLIST TRUST Represented by: PHILLIP J RUSSELL

PAUL W D ANNA AND LEE J D ANNA Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

MICHAEL KOHLER Represented by: PHILLIP J RUSSELL

MAX SWENSON Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**

DONNA SWENSON Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

DUB LLC Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**

THE M RICHARD WALKER AND KATHL Represented by: PHILLIP J RUSSELL

MCP HOLDINGS INC Represented by: PHILLIP J RUSSELL

CHEZ NOUS TOO LLC Represented by: PHILLIP J RUSSELL

BURKTON REAL ESTATE LLC Represented by: PHILLIP J RUSSELL

CAPITAL CITY HOLDINGS LLC Represented by: PHILLIP J RUSSELL

AN-D RUE HOLDINGS LLC Represented by: PHILLIP J RUSSELL

DEFAULTED VIA AXIOM FINANCIAL

SAMUEL MARTONE AND LAURIE M MA Represented by: PHILLIP J RUSSELL **DEFAULTED**

MARK RINEHART Represented by: PHILLIP J RUSSELL

THE HOWARD N SORENSEN LIVING T Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

HOWARD SORENSEN Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL**

RALPH RICHARD STEINKE Represented by: PHILLIP J RUSSELL

DEFALTED VIA AXIOM FINANCIAL

SUSAN C STEINKE Represented by: PHILLIP J RUSSELL **DEFALTED VIA AXIOM FINANCIAL**

DEFENDANTS

Defendant - DAVID YOUNG **DEFALTED**

Defendant - ECKERSLEY LLC Represented by: PHILLIP J RUSSELL

Defendant - DAVID YOUNG **DEFALTED**

Defendant - EUGENE MARTINEZ

Defendant - JAY ECKERSLEY

Defendant - KENNETH PATEY Represented by: MATTHEW G GRIMMER

Defendant - KAYLYN LYELLS **DEFALTED**

Defendant - FULLER HERITAGE L C Represented by: MATTHEW G GRIMMER

Defendant - ZERMATT VILLAGES LTD **DEFALTED**

Defendant - DEUTSCHE BANK TRUST COMPANY AM **DEFALTED**

Defendant - DOLCE INTERNATIONAL-ZERMATT IN **DISMISSED**

Defendant - ZIONS BANCORPORATION

Defendant - WELLS FARGO BANK **DEFALTED VIA AXIOM**

Defendant - KEN MCCARTY **DEFALTED**

Defendant - MATTERHORN DEVELOPMENT INC **DEFAULTED**

Defendant - ZB HOLDING CO LC **DEFAULTED**

Defendant - LEGACY RESORTS LLC Represented by: ROD N

ANDREASON, PETER C SCHOFIELD, ADAM D WAHLQUIST,

ALEXIS S JONES **INDIRECTLY INVOLVED EFAULTED VIA AXIOM**

Defendant - DAVID BUTLER Represented by: BENJAMIN D JOHNSON

DEFAULTED VIA AXIOM FINANCIAL

Defendant - FUNG 401K PSP **DEFAULTED VIA AXIOM FINANCIAL**

Defendant - MARK & LEANNE LUNDQUIST Represented by: PHILLIP J RUSSELL **DEFAULTED**

Defendant - MICHAEL BRAMAN **DEFAULTED**

Defendant - CRAIG SMITH Represented by: PHILLIP J RUSSELL

DEFAULTED

Defendant - JILL SMITH Represented by: PHILLIP J RUSSELL

DEFAULTED

Defendant - ROBERT MORRIS Represented by: PHILLIP J RUSSELL

DEFAULTED VIA AXIOM FINANCIAL

Defendant - HEIDI MORRIS **DEFAULTED VIA AXIOM FINANCIAL**

Defendant - T AND L WHITAKER INVESTMENT LT

Defendant - AMERICA FIRST CREDIT UNION - DISMISSED Represented by:

MARK R GAYLORD

Defendant - GORDON ROYLANCE Represented by: BRADLEY TILT, SARA

BOULEY DEFAULTED

Defendant - TANYA ROYLANCE Represented by: BRADLEY TILT, SARA

BOULEY DEFAULTED

Defendant - V ROBERT PETERSON **DEFAULTED**

Defendant - JUDY PETERSON **DEFAULTED**

Defendant - STEVEN MONSON **DEFAULTED**

Defendant - MERRIANNE MONSON **DEFAULTED**

Defendant - DERRICK RAYNES **DEFAULTED**

Defendant - ALEXANDRIA RAYNES **DEFAULTED**

Defendant - JOHN BLEAZARD **DEFAULTED**

Defendant - THOMAS E NIEDEREE **INDIRECTLY EFAULTED**

Defendant - ZERMATT RESORT LLC Represented by: MATTHEW G
GRIMMER, JACOB R DAVIS

Defendant - LAURIE A NIEDEREE **INDIRECTLY EFAULTED**

Defendant - MARILYN HALL

Defendant - KRULIC LIVING TRUST **INDIRECTLY DEFAULTED VIA AXIOM**

Defendant - SCOTT LOOMIS AS SUCCESSOR TRUSTEE **DEFAULTED VIA AXIOM FINANCIAL**

Defendant - NEIL CRAIG **DEFAULTED VIA AXIOM FINANCIAL**

Defendant - CHRIS PRICE **DEFAULTED VIA AXIOM FINANCIAL**

Defendant - JOEL DEHLIN **DEFAULTED VIA AXIOM FINANCIAL**

Defendant - YOUR HCG LLC **DEFAULTED VIA AXIOM FINANCIAL**

Defendant - BRANDON R WAITE Defendant - TROY D WAITE

DEFAULTED

Defendant - THE ACCUPRIME GROUP LLC **DEFAULTED**

Defendant - MARCI BARGERON **DEFAULTED**

Defendant - ASA CAPITAL LLC **DEFAULTED**

Defendant - MJS REAL PROPERTIES LLC **DEFAULTED**

Defendant - JODY A KIMBALL **DEFAULTED VIA AXIOM FINANCIAL**

Defendant - PRAIA LLC Represented by: MATTHEW G GRIMMER, JACOB R DAVIS

Defendant - AXIOM FINANCIAL LLC Represented by: MATTHEW HUTCHINSON, JOELLE KESLER **DEFAULTED VIA AXIOM**

Dismissed Parties

AMERICA FIRST CREDIT UNION

JOHN & JUDY SIDDOWAY DEFAULTED VIA AXIOM FINANCIAL

MICHAEL AITKENS DEFAULTED VIA AXIOM FINANCIAL

CHEZ NOU TOO, LLC

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Eyes of Justice introduction (EoJ)

Rahimi is going to add another element to the standard of review. He believes it should be decided and defined first, in every case in our courts of justice and that is the **Eyes of Justice**.  After all, isn't it, justice that all of our judges are seeking and all the laws are written to fulfill? As such, the first questions for any judge would be, "Who are the parties inflicting the injustice?" and "Who are the parties who injustice has come upon?" "What is the best pathway that would lack injustice to everybody?" Rahimi is going to look at his case with Eyes of Justice (EoJ) glasses.

Rahimi defines the Eyes of Justice (EoJ) as another standard of review, as the standards currently available are *not complete*. Rahimi looks at his issues by wearing the EoJ glasses. In this standard of review everything is based on justice.

1. The judges and courts are given discretion, but the boundary of their discretion is limited by the boundaries of justice.

Rahimi believes our judges need to wear EoJ glasses from the beginning of every case. After all, are we not in the Court of justice?

Rahimi believes the Appeals Court is responsible to make sure that justice has been fulfilled, even if the lower court has exhausted its legal authority and scope. The higher courts must change the rule of law to ensure that justice is upheld. For example, segregation was the rule of law for many years in this country. Ultimately, the rule of law was changed to uphold the Rule of Justice.

Rahimi believes it is the responsibility of the Guardians of Justice to change the rule of law when necessary to fulfill justice.

Rahimi believes that judges should not be entirely comprised of lawyers, as lawyers are limited to law in their understanding of justice, yet justice has many shapes and laws to protect it in any form. One may ask, "What is this justice?"

Rahimi believes we have the ability to see justice despite the overwhelming presence of injustices in our world. For example, everyone sees injustice when an officer has his knee on the neck of another human being on his belly, handcuffed, and begging to breathe, or when we say this does not feel or look right. Besides, everyone who comes to the court of justice has their own questions and concerns about justice.

Rahimi believes that a change of law by the guardians of justice is necessitated when the Rules of Justice, but not the Rules of Law, are broken and an injustice has occurred.

Rahimi believes our justice system is prejudiced against the People's Court of justice in having a different judge, and in calling it a Small Claims Court, and most notable having different standards. As it is, this is against the Rule of Justice, but not the rule of law. More specifically, no court of justice should limit justice monetarily or otherwise. The appeal of the People's Court should go to the Guardians of Justice, not to another court of justice. As seen in this case, Rahimi's adversaries stated that issues of the people's court are limited monetarily and may not even be discussed in District Court. One never knows what a small injustice leads up to, as in my case, it might be the tip of the iceberg.

Rahimi would like to define the rule of justice which, not only includes our rules and regulations of law, but also all the rules which we will make and have not made that

we have to use to protect justice and avoid injustice. The pathway to justice includes the facts, the discussions, presentations, trials, and everything we do to get to that justice. A lot of times we will get to justice, although we have not taken the shortest or the best route so we can make small mistakes and still get to justice. However, if we make too many erroneous turns then we will end up at injustice. Another rule of the pathway to justice is that we cannot do injustice to others while in this path to justice and no injustice is going to be left behind. You can also create new pathways to justice, but not to injustice. The pathways to injustice should be closed even if they are rule of the laws.

EoJ conversations with Rahimi:

Rahimi is amazed at the depth and clarity of the vision he acquired using EoJ glasses. A lawsuit created by the big corporation with a lot of influence is against a bunch of homeowners not even aware of what is going on and only a mirage as counsel. Rahimi now feels very lonely as the only defendant, without standing and “vexatious,” the EoJ whispers, “Do not worry. You are not alone, you are only the eyes of a much more powerful force, justice, and you are at the gate of the guardian of justice. I understand that you have your doubts about the guardians, but I can assure you that they are genuine in their intentions.”

“Although you call me Eyes of Justice my speciality is injustice.”;

“I think of all our judges as Guardians of Justice, lower courts have one guardian and higher courts have guardians, this way I always remember what I am looking for: Justice and injustice.” ;

“I am neutral about everything that I see and look for justice for every living thing on this planet since they are all living in symbiosis, and I am expecting the same from all the guardians of justice nationally and internationally.” ;

“Sometimes the path to justice is made very difficult by the people who are trying to do injustice and as such, we may need a specialized guardian, not a new General Guardian, your path is one of those pathways.”

“The Rules of Justice dictates that all the rules and laws have to be equal and just, with zero tolerance for discrimination.”

“Guardians of Justice have to make sure the pathways are recorded properly and available to everyone involved free.”

“Guardians of justice need to make entry to justice as easy as possible and do not discriminate against the people, our justice system should be by the people for the people not by lawyers, for the lawyers.”

“Guardians of Justice need to ask people to come to them with their reasons as to why they think injustice has happened to them and what they think the solution is for them, of course, if they are lawyers and representing other people then they could use the laws to communicate. Having or not having a representative should not make any difference to a guardian or guardians of justice.”

“Guardians of justice for the sake of justice and the Rule of Justice, should have an open input from any sources that can help justice, and no limitations as long as the evidence or help is supported by documents or proof.”

“Guardians of Justice are all detectives and puzzle solvers. These puzzles are about different subjects and this case is about numbers as such for you as a mathematician this was relatively easy puzzles, but not for all the Guardians.”

(4) An introduction.

Rahimi is a victim of *bait and switch* by a very professional group of white collar criminals, mostly attorneys. The main goal of these groups of bad people is to own

Zermatt Resorts Common Areas/Limited Common Areas. These areas belong to all homeowners and are worth Twenty Million Dollars (\$20,000,000.00), and another Six Million Dollars (\$6,000,000.00) of the assets of George Perkins, who died suddenly in 2008. To achieve these goals, they purchased about One Hundred (100) hotel units, took over the issuance of keys, management, and HOAs. They created illegal amendments and “correction of deeds” and finally their masterpiece, “group quiet title” with a bunch of default judgments. Rahimi bought his property on 2/29/2013. In July of 2014, he got his first notice of property taxes and realized that he was a victim of bait and switch, thanks to Wasatch County Tax Commissioner Mike Kohler. Being naive and legally illiterate, Rahimi went to People’s Court thinking there is a mistake and the judge will resolve it. Little he knew. His first judge was Judge O. Lane McCotter, a judge with an interesting background who was friends with the opposition’s counsel, Stuart T. Waldrip, general counsel for Legacy. The judge followed his friend’s instructions and sent Rahimi to the Fourth District Court. Now, after six (6) years, Rahimi is not only the victim of bait and switch, but also a victim of our judicial system, a vexatious litigator without any unit.

Civil No. 150500038 was initiated as a “group quiet title” lawsuit conceived under the collaboration of allegedly adversarial attorneys, carefully designed to take advantage of the negligence of Wasatch County’s failing to inspect and assign the correct addresses with the titles of units, thus, causing discrepancies in ownership as related to vertical stacks of hotel condominium units at the Zermatt Resort. Legacy and Partners,

through benefitting from an abuse of their adversarial system, have used counsel to feign a legitimate lawsuit in order to induce judicial orders, aimed at legitimizing their hidden agenda to acquire previously unowned units and common areas parcels, which should belong to all unit owners. The judicial orders throughout this dispute have seemingly relied only on the word of counsel alone, failing to find any basis in the actual chains of title or other recorded documents, which will demonstrate a number of judicial abuses of discretion in quieting title in a legally improper manner to the incorrect parties, including in the case of Rahimi.

Rahimi should prevail in this appeal for several fundamental reasons:

First, there exists no judicial precedent for the "*group quiet titles*" executed by Judge Griffin and Judge Brown, which is in clear violation of law and statutory authorities.

Second, the trial court judges blatantly ignored crucial evidence including chains of title and other recorded documents which clearly demonstrate record ownership in conflict of deeds with the final orders issued in this matter.

Third, even if we accept "*group quiet titles*" as an applicable legal doctrine, which appears to only apply in the case of adjudicating mineral or water rights, the next step would necessitate an individual review of each distinct property owner's interest, presumably including the chain of title, by the judge. Judge Brown not only failed to review any of the titles, her main goal as she stated in her hearing was not to change any ruling of Judge Griffin. If this was not enough, she refused to do anything that would

even jeopardize Judge Griffin's ruling, because both judges selected execution of "*group quiet title*" which is against the rule of the law. Also important here is the fact that indispensable parties were purposefully excluded from this "*group quiet title*" action, including villa owners, village owners, and others with common area interests adjudicated in this action. This further included Legacy rooms purchased through AFCU loans since these rooms included 23 homeowners units. This was done intentionally to take advantage of the judicial foreclosures in Legacy's favor without due notice or scrutiny concerning the rights of parties not included and illegitimacy of execution of "*group quiet title*," done in two other lawsuits, 140500069, 130500020.

While Rahimi argues that no mutual mistake existed given the different circumstances under which various unit owners purchased their units, Rahimi should succeed in any event given the applicable statute of limitations for mutual mistake, the doctrine relied upon by Judge Griffin, had long moved away at the time the complaint was filed.

Finally, the summary judgment entered by Judge Griffin was surprisingly entered very prematurely, with material facts still disputed on the record, particularly in declarations provided by Rahimi, which provided conflicting testimony from an unbiased third party, never considered by Judge Griffin prior to entering his summary judgment order. Aside from these main legal errors, a number of other judicial abuses of discretion by Judges Griffin and Brown severely prejudiced Defendant Rahimi's property rights and due process interests, which will be detailed at length in the argument portion of Rahimi's brief.

Please Review the following hyperlinks before starting this Appeal. [EoJ](#)
[Complaint analyzed](#); [Wasatch County's Negligence](#); [Final judgement analyzed](#).

(5 & 8) A statement of the issues and arguments.

1. ISSUES /ARGUMENTS

2. **STANDARD OF REVIEW ISSUE (ISSUES 1-40):** [EoJ](#); [State v. Pena](#)
PEOPLE'S COURT OF JUDGE McCOTTER
3. **ISSUE 1:** This court made a mistake by not fulfilling the contract the court had with Rahimi by collecting Rahimi's money and not proceeding through the process of adjudication.
4. **ISSUE 2:** This court and Wasatch County attorneys made a mistake in entering an order affecting Rahimi's title on the basis of a *prospective* civil suit which had *not yet been filed*. The judge and county attorneys listened to the court's buddy, Stu Waldrip, rather than looking at any facts. (Small Claims [48400026](#), [148400027](#), [148400028](#), [148400029](#), [148400030](#), [148400031](#), [148400032](#), [Wasatch County GRAMMA](#).)
5. **ISSUE 3:** This court made a mistake and violated their contract with Rahimi when they entered an order based on information provided from a court's friend who was a Legacy attorney, one of Rahimi's adversaries instead of looking at the evidence provided by a titleholder to real property.

6. **ISSUE 4:** This court made a mistake in entering a dismissal and denying possession and recognition of a titleholder in Wasatch County *based on future claims* following a court's friend's recommendation. To date, the court's audio tape is missing. (Warranty Deed OZR6A207; Peter Johnson Declaration.) If not found, we will provide documents taken to the court and a brief summary of Rahimi's presentation.
7. **ARGUMENT FOR ISSUES 1-4:** There are no legal conclusions in this court. Not only that, this court has kept no records of any event to the point that there was no transcription. This Guardian of Justice violated every Rule of Justice/Law as such the Guardians of Justice need to assign a Special Guardian to look at all of these cases.
8. The judge in this small community court did a favor for his friend, thereby causing Rahimi a huge injustice. Subsequently, Rahimi suffered a number of more injustices in the next court as planned by the judge's friend, counsel for Legacy.
9. Rahimi, in search of justice, complained about this judge to one of the Guardians of Justice. This judge is now retired and, as such, future injustice is eliminated. But how are we going to achieve justice for Rahimi because this action of Guardian of Justice allowed a lot of other injustices to come.
10. Rahimi believes that in the sending of his appeal of the People's Court to another court, he suffered another huge injustice—a violation of the Rule of Justice, but not the rule of law.

11. FOURTH DISTRICT COURT

12. **ISSUE 5:** Did the court commit reversible error by cancelling Rahimi's occupancy hearing initially scheduled for March 31, 2015, entering a ruling without first holding a hearing?
13. **ISSUE 6:** This court made a mistake of law in entering an order in an eviction process and failing to hold an Occupancy Hearing, especially against a *pro se* party. 150500018 Docket Showing Revoked Hearing; Marsha Voicemail; to Reflect Revoked Order, Eviction Statutes).
14. **ISSUE 7:** This court, with insistence from the *pro se* party who claimed the ruling was improper, instead of amending its ruling on March 31, 2015 or after, decided to erase it from the docket.
15. **ISSUE 8:** This court made a mistake of law by delaying an expedited eviction process past the 10-day deadline from the day Rahimi requested a hearing, March 18, 2015. It was scheduled initially on March 31, 2015 (thirteen days), but was changed to May 26, 2015. (150500018 Docket Showing Revoked Hearing; Marsha Voicemail; Motion to Correct Docket Entry to Reflect Revoked Order).
16. **ISSUE 9:** This court made a mistake before hearing an eviction showing bias towards a previous *pro se* party by stating the case was "frivolous" before the hearing, before asking for, or listening to any evidence or any hearing which shows impropriety by the judge. (May 2015 Hearing Transcript). Johnson's letter (Rule 10, Rules of Civil Procedure, Judicial Code of Conduct).

17. **ISSUE 10:** This court made a mistake of law by improperly consolidating Civil No. 150500018 into Civil No. 150500038.

18. **ISSUE 11:** This court made a mistake in consolidating Plaintiff's action against a Defendant into a group litigation, placing Rahimi as a defendant alongside the very party he attempted to sue.

19. **ISSUE 12:** This court made a mistake in the process of consolidation and violated Rule 42 by merging the later case with the previous case number. 150500018 Order to Consolidate.)

20. **ISSUE 13:** This court made a mistake of law by depriving possession of real property to a title property holder during the pendency of litigation.

21. **ARGUMENT ISSUES 5-13** Court's legal conclusions are reviewed *de novo* on appeal, giving no deference to the trial court's legal determinations. State v. Pena, 869 P.2d 932, 936 (Utah 1994), EoJ.

22. Rahimi feels injustice has come upon him and the Rules of Justice/law have been violated in this Court. The path to Justice was obstructed by lies, misrepresentation, incomplete facts, fraud, and conspiracy so the court, due to too many erroneous turns, ended up with huge injustices. Facts were clearly erroneous and Rahimi has evidence for every fact and every argument he has provided.

23. Rahimi believes he suffered injustice when the court broke the rules of justice and laws of the eviction process by ruling and by canceling Rahimi's scheduled eviction, delaying his expedited matter —seemingly a premeditated plan —and causing him many damages and future injustices.

24. Plaintiffs lied about the facts and used fraudulent documents to the point that the judge was convinced that Rahimi's case was frivolous, inciting bias in the judge toward Rahimi. The judge cancelled Rahimi's hearing, and ruled thereby delaying Rahimi's case until Legacy was able to submit their fraudulent lawsuit—exactly what they wanted. By canceling and delaying Rahimi's hearing, the judge broke the laws and rules of the eviction process and violated his judicial duty to Rahimi.

25. Rahimi insisted upon his hearing since he knew it was his right. Upon Griffin realizing his own mistake, he revoked his ruling. This was due to Rahimi's persistence and not the judge's own realization. Thus, the judge remained biased toward Rahimi. This is shown during the hearing that occurred months later.

26. The judge remained biased, maintaining Rahimi's suit was "frivolous" until Rahimi's counsel presented him the letter Rahimi requested in regard to the fraudulent quitclaim deed from the Johnsons (the owners of the unit Rahimi purchased—OZR6107/OZR6A207). Upon review of this, the judge said this is a "fascinating case."

27. Rahimi believes that the consolidation of his eviction was an injustice to him as the Rule of Justice and Laws were violated—specifically Rule 42.

28. Rahimi believes injustice was done to him when, as a title holder of OZR6107/OZR6A207, he was not given possession and as such the Rule of Justice and laws were broken, Utah Code Ann. §§ 78B-2-208 to 78B-2-214. Rahimi believes this is in violation of his constitutional rights especially owing to the fact that adverse possession laws do not apply, as Mark Butler got his hotel

unit OZR6207/OZR6A307 eight (8) months before Rahimi. "Adverse possession requires, in addition to the running of the statute of limitations, that the possession be: (1) Actual, (2) open and notorious, (3) exclusive, and (4) continuous. The Common Law test does not demand subjective good faith belief on the part of the possessor that he is entitled to the property. Nevertheless, it appears that judges and juries rather consistently manipulate the five standard elements in such a way as to award title to the possessor who entered the property in good faith, *i.e.*, without actual knowledge of the paramount title of the true owner, and to deny title to the possessor who entered in bad faith, *i.e.*, with actual knowledge of the paramount title. Subjective good faith is, then, an unstated sixth element--one which can be overcome perhaps if the equities strongly cut the other way, but a presumptive element the same." *Property Rules, Liability Rules, and Adverse Possession Thomas W. Merrill*. Mark and David Butler, partners of Legacy, had bad faith.

29. Rahimi believes injustice was done to him when his eviction was never reviewed after consolidation. Rahimi's injustices happened due to this court breaking the Rules of Justice/Law, as such Rahimi should prevail. *EoJ De Novo* Review.
30. **ISSUE 14:** The courts failed to realize that the entire complaint by Legacy & Partners was/is a shell game and a scam, ignoring *bait and switch*, illegal amendment, and deceptive "corrections of deeds." Motion for Judgment on the Pleadings.
31. **ARGUMENT ISSUE 14** EoJ, De Novo review.

32. Rahimi feels injustice has come upon him and homeowners with this complaint, and sees that the Rule of Justice/Laws have been violated in this complaint: The path to Justice was redirected to injustice not only by breaking the rules but also by misrepresentation (mutual numbering mistake, shell game), lies, Mary Carter Agreement, fraud, stipulated judgement and default judgement use in quiet title, too many erroneous turns.

33. Rahimi believes that this Complaint is against the Rule of Justice in bad faith and due to the severity of injustice to Rahimi and homeowners, it deserves rule (11)(C)(1)(B) sanctions. Rahimi has requested this of Brown who dismissed it, not for justice, rather than not to disturb Griffin's ruling. Rahimi is asking the appeal court not only to look into the validity of "*group quiet title*," but, as well, "*group lis pendens*" as they put *lis pendens* on the entire Zermatt Resort with this complaint, and to also look into rule 11. Rahimi has shown that there was no mutual mistake and four (4) scenarios possible, that Legacy/Partners and the court considered only one. The Mary Carter Agreement to the extreme and fraud are going on to the point that Rahimi does not have any plaintiff. AFCU units also are affected by Wasatch County's errors as such that each unit needs to go in front of the judge. The shell game of Gerard made Third Floor disappear. The goal of all of these misrepresentations is to achieve "*group quiet title*" which does not have any legal precedent unless it is about water or mineral rights.

34. Rahimi sees that not only this "*group quiet title*" is illegal, but the pathway it takes is also injustice to him and homeowners and against the Rule of Justice/law.

These injustices include the bait and switch they do to Rahimi, Amended Plat F, correction of deeds, changes to chain of titles. Lexis search shows no legal cases.

35. Rahimi sees that in this complaint, plaintiffs are Legacy/Partners including FATIC are against one healthy defendant Rahimi, and one injured defendant Patey, due to injustice at the court of Judge McVey is almost dead to this court. The rest of the plaintiffs and defendants are entities or people who Legacy/Partners have used for their default judgment in this “group quiet title.” The homeowners did not have anyone to defend them against Legacy. The “*group quiet titles*” complaint had many hidden agendas stealing our common areas, *etc.*, but also to “legitimize” their looting of the Zermatt Resorts.

36. **ISSUE 15:** This court made a mistake by failing to meet the burden of persuasion by failing to provide chains of titles in the Complaint 150500038. (Motion for Judgment on the Pleadings. Motion about chain of titles.) complaint deciphered

37. **ARGUMENT FOR ISSUE 15:**

38. Rahimi feels injustice has come upon him and the homeowners by plaintiffs not

providing the chain of titles which is in violation of the rules for quiet title actions.

39. Rahimi believes since the Complaint did *not* provide the chain of titles, all their facts that are derived from the chain of titles are disputed and invalid and as such, their summary judgements are also invalid. The trial court erred by quieting title to property without the necessary requisite evidence. Utah Courts have ruled that, "A true quiet title action is a suit brought to quiet an *existing* title against an

adverse or hostile claim of another," and "the effect of a decree quieting title is not to *vest* title but rather is to *perfect* an existing title as against other claimants."

Dep't of Social Servs. v. Santiago, 590 P.2d 335, 337-38 (Utah 1979). Because the claimants in 150500038 never furnished chains of title, which are the bible of any title disputes, to demonstrate their ownership of units, they failed to meet their burden required for a trial court to reform deeds as it did through the summary judgment in this case. Due to this fact alone, all of their undisputed facts are disputed. Not only are they disputed, but they are not acceptable in the court. As such, the entire complaint is not valid. The Court has a double standard, one for the *pro se* party, and one for the Plaintiffs. Rahimi's question for appeal court is this, "Can any title dispute be decided by a judge without looking at any chain of titles?" Rahimi believes it is impossible. *De novo* review

40. **ISSUE 16:** This court made a mistake by looking at the Complaint and room numbering issues heuristically rather than analytically. Judgment on the Pleadings, MOTION TO DISMISS SUMMARY JUDGMENT

41. **STANDARD OF REVIEW ISSUE 16:** A Trial Court's factual conclusions are reviewed for clear error, giving some deference to the trial court's factual determinations. *Gilmor v. Family Link, LLC*, 2010 UT App 2, ¶ 19, 224 P.3d 741.

42. **ARGUMENT ISSUE 16:**

43. This case, due to the mistakes or negligence of Wasatch County, followed by Weston Fuller, Robert Fuller, title insurance companies, and banks, created a situation that requires an analytic view rather than a heuristic view. It is true that

some buyers between 2006 and 2009 (before Legacy took over) viewed the rooms they wanted to buy, but received a different title. Unfortunately that is the only scenario this court looked at, and as such renders the analysis of this conflict incomplete and heuristic, especially since we are dealing with very sophisticated complaint drafters like Gerrard. It took Rahimi two weeks to extract from his chain of title and what he wrote, to figure out who had title to what units. For him to write a complaint that makes one floor vanish and mixes two floors together with minimal mistakes and minimal elimination of entries in his story, is actually a masterpiece. The complaint failed to consider the case of people who purchased after 2010, or before 2006, plus the ones that Robert and Weston Fuller and his company changed their REPC:

- a. *Units that were pre sold and not changed by Weston Fuller in 2006. Like Peter and Stephanie and Darwin Johnson. OZR6107 and ZR6132.*
- b. *Units sold between 2006-2010, like Karen Nellist.*
- c. *Units sold after 2010 when the mistakes due to Wasatch County and Weston Fuller negligence came to surface then Legacy did Bait and switched on Rahimi and allowed Mark and David Butler do their trespassing.*
- d. *Units that Weston Fuller not aware of the Plat F and Wasatch County's negligence changed from Plat F numbering to his own map, like Siddoways.*
- e. Opposition to summary Judgement, MOTION TO DISMISS SUMMARY

JUDGMENT.

44. **ISSUE 17:** This court made a mistake by ruling a “*group quiet title*” action when it is not concerning mineral rights or water rights without looking at each chain of title. Group Quiet Title Statutes, Search in Lexis.

45. **ARGUMENT ISSUE 17**

46. Again, “*group quiet title*” does not have any definition or legal precedent in our country and this case is already causing damage to me due to execution of group quiet title.

a. **Issue:** Whether a “*group quiet title*” not involving mineral or water rights is proper under Utah law.

47. **Determinative Law:** “(5) The burden of proof for a quiet title action under this section is on the claimant to prove the existence of a right to public recreational access or floating access under Section 73-29-203 by clear and convincing evidence. . . . (7)(a) Multiple claimants and multiple property owners may be included in a quiet title action concerning public water common to the property owners. **(b) In a case with multiple property owners, the court shall make a separate finding concerning each property owner included in the action.”**

Utah Code Ann. § 73-29-204 (West).

48. **Standard of Review:** Question of Law. State v. Pena, 869 P.2d 932, 936 (Utah 1994).

49. Final rulings of Griffin, McVey and Brown in “*group quiet title*” were against the rule of the law. Now that we have these erroneous rulings against a bunch of

titles, how is it going to be executed? Even if we consider this execution as judicial taking, which we could only find in divorce, or eminent domain cases, then we obviously have no rules or regulations to guide the executors, which in this case are Wasatch County Attorneys, which evidence shows they did play an important role in this case. These issues have now been poured over from the Supreme Court to this court.

50. **ISSUE 18:** This court made a mistake by not looking at the effect of Wasatch County's negligence or what they are calling "room numbering" issues and "mutual mistakes" on note buyers and sellers, AFCU notes, Perkins's notes, etc. After all, they are also affected by Wasatch County's negligence. Motion for Judgment on the Pleadings, Motion to dismiss.

51. **ISSUE 23:** This court made a legal mistake by the summary judgment based on the mutual mistakes between the parties, which was based on the fact that none of the rooms was sold using Plat F, 2002, according to the testimonies of Weston Fuller and Robert Fuller. Rahimi's motion of March 18, 2019, showed the Fullers were lying listen to hearing part 1, hearing part 2, hearing 3. Audio final hearing of Judge Griffin. Motion for Judgment on the Pleadings; complaint analyzed.

52. **ARGUMENT ISSUES 18 & 23**

53. Gilmor v. Family Link, LLC, 2010 UT App 2, ¶ 19, 224 P.3d 741. "The trial court's finding that the room numbering and mutual mistakes causing the title discrepancies are clearly erroneous."

- a. Before we go on, we need to understand how the titles were affected by the negligence of Wasatch County, and not by mutual mistakes which I have provided in different motions. Please read it before going on. Undisputed fact in summary judgement states: "*Also by 2006, the Unit Plat Numbers from Plat F had been abandoned in every aspect of the hotel development, as evidenced by the undisputed facts set forth below.*" The court is incorrect in its assertion that after construction in 2006 that everything was referenced via the American numbering system as opposed to the European numbering system. Rahimi's explanation could even predict that they were going to have problems with units 131, 129, 235. These were the units that Griffin could not fit into his solution of this numbering puzzle. Rahimi's solution would have resolved even these rooms. Rahimi would leave this piece of puzzle for the Guardians of Justice as he is running out of words.
- b. Rahimi's facts with supporting documents: Between 2002-2007, the Unit Plat Numbers from Plat F 2002 were used in every aspect of the Hotel development, including construction, sales, purchase contracts, and deeds, except Weston Fuller and his map which was using physical door numbering. *See, 306033 MECHANIC LIEN AND RELEASE 308876, 300876, 302065, 300937, 302013, 298060, 300173, 305941, 308585, 309585, 305018.* This fact is completely opposite of Plaintiff's fact in final summary judgement. Rahimi has shown that most of the evidence they provided were erroneous, also testimonies of Weston and Robert Fuller

were lies, and legally defaulted judgments cannot be used in quiet title actions. Finally, the most important reason, “*group quiet title*” does not have any legal precedent. Therefore, Rahimi/homeowners entitled to judgment as a matter of law, and facts. The amended complaint needs to be dismissed and Rahimi/homeowners prevail.

54. **ISSUE 19:** This court made a legal mistake by forcing Rahimi to be in a dispute without an opposing party by design of the plaintiffs to compromise Rahimi’s ability to defend himself (150500018 Order to Consolidate; motion to dismiss; 9/28/15 hearing).

55. **ARGUMENT ISSUE 19** *EoJ, De novo* review.

56. As mentioned previously, Gerrard and other parties working on this Complaint are much smarter and much more deceptive than this court can imagine. This is why they knew that by the coming of the second judge, they could rely on the issue of standing to silence a *pro se* party while the other judge was gone.

a. **Question for the Appeal Court:** Can we have a defendant without a plaintiff in a group “*quiet title action*”? Rahimi could not find any law cases because this lawsuit is so unlawful.

57. **ISSUE 20:** This court made a mistake by accepting the use of Mary Carter Agreements to allow party plaintiffs and defendants to act in concert against the interests of certain other parties.

58. **ARGUMENT ISSUE 20**

59. Although a Mary Carter Agreement is a common practice in the United States, its legitimacy has been questioned, “It's a Mistake to Tolerate the Mary Carter Agreement.” In this case, MCA has been used to the extreme, as there are only two defendants, Rahimi and Ken Patey. Patey was also an investor involved in another lawsuit with Legacy/Partners in regards to AFCU foreclosure and homeowners rooms and our common areas, similar issues. 140500081 Another “*group quiet title,*” masked as a foreclosure dispute which neither Rahimi nor any other homeowners were not party to. Although the rooms that they were making decisions about, included homeowner's units, like OZR6207/OZR6A307 in Rahimi’s stack. Gordan & Tonya Roylance, who have sold partial shares at a profitable price, had selfish reasons to be an active defendant player especially since it was free. Although Roylances also defaulted when it was in the benefit of Legacy/partners. Legacy, the main perpetrator, and Rahimi’s adversaries along with Mark & David Butler, were all positioned as defendants. At the time of Rahimi’s purchase, Mark Butler was the president of HOA, and aware of the unit door numbers. David Butler has given quitclaim to Legacy and now he is claiming that he owns Rahimi’s Unit. Meanwhile, McVey has legitimized the Legacy’s foreclosure of OZR6207/OZR6A307. David Butler now without any unit represented by Ben Johnson, who has lied in the Court by saying David Butler has occupied OZR6A207 for years even though Butlers purchased their unit only eight months before Rahimi did. Ben Johnson was the lawyer for homeowners during the correction of the deeds. First American Title Insurance Company, which was

one of my defendants in People's Court, made a Complaint and an Amended Complaint on behalf of the homeowners. Homeowners and people such as Siddoways, who Rahimi talked to, were dismissed because Siddoways knew that they intended to purchase OZR6129/OZR6A229. However, when they confronted Weston Fuller with this fact in 2006, Weston said he had already sold this unit and had to offer them the unit below at a discount price. Siddoway's story was inconsistent with mutual mistakes, they fit scenario 1, like Johnsons, as such they were dismissed so Legacy's looting of Zermatt could go on. More disturbing facts are that this shows that all of the counsels like Gerrard, Russel, Colleluori, Johnson, and Bouley knew about their misrepresentations. This becomes a question of law to see if the Mary Carter Agreement, if used fraud, as in this case, should be banned. Rahimi using EoJ in regards to legitimacy of MCA believes that as long as MCA is used to help justice should be allowed with the explanation from the parties as to how it is going to promote justice and not injustice. In this case, MCA is used by Legacy, AFCU, FATIC, Roylances and all their lawyers to blind the EoJ. Defendants are homeowners including Villas, Villages, who do not have any genuine counsel and none of the suite owners involved have the ability to fight. American Medical Intern. v. Natl. Union Fire, 244 F.3d 715 (9th Cir. 2001)

60. Rahimi's question to the Guardian of Justice: Are the complaint and MCA going to fulfill justice? If the Court thinks this is too general of a question then a more specific question is: Should the State of Utah prohibit or put limitations on MCA when it is going as far as creating a defendant without a plaintiff

61. **ISSUE 21:** This court made a mistake by failing to review each chain of title prior to entering a “*group quiet title*” summary judgment order, especially disregarding Rahimi’s stack which has not been reviewed despite Rahimi’s several requests.

These rulings are against the rule of the Justice/law and require *de novo* review.

(Request for review of my stack; Second request; Griffin's Summary Judgment Order).

62. **ISSUE 22:** This court made a mistake by including individuals without any title in a “*group quiet title*.” (Motion to Remove David Butler and Others Without Title from Group Quiet Title).

63. **ISSUE 24:** This court made a mistake by prematurely ruling on a summary “*group quiet title*” judgment, before answering and reviewing Rahimi’s stack and his consolidated cases, especially as he and Ken Patey were the only real defendants. The rest are part of the MCA.

64. **ISSUE 25:** This court made a mistake by a judge who abandoned unanswered issues on a summary judgment prior to leaving the case.

65. **ARGUMENT ISSUES 21, 22, 24 & 25**

66. A true quiet title action is a suit brought "to quiet an *existing* title against an adverse or hostile claim of another," and "the effect of a decree quieting title is not to *vest* title but rather is to *perfect* an existing title as against other claimants."

Dep't of Social Servs. v. Santiago, 590 P.2d 335, 337-38 (Utah 1979).

The chains of titles are the support for the facts of any quiet title actions. Without them all the facts are disputed which means the summary judgement is invalid

based on the Rule 56. Looking at the first 11 undisputed facts in the final summary judgment order, facts six and seven are about Perkins' deed of trust which is also affected by Wasatch County's negligence. The Court failed to ask what was the effect of this room numbering (or title issue) and how it is going to affect Legacy's units.

67. Butler, Crockett & Walsh Dev. Corp. v. Pinecrest Pipeline Operating Co., 909 P.2d 225, 233 (Utah 1995). Later, in its final written findings, the district court concluded as a matter of law that “[p]laintiffs have failed to meet their burden of proof in their quiet title action, by virtue of the **lack of qualification of their witnesses and their failure to provide a complete chain of title to this court.** Failure of the trial court to make findings on all material issues is reversible **error** unless the facts in the record are "clear, uncontroverted, and capable of supporting only a finding in favor of the judgment." The findings of fact must show that the court's judgment or decree "follows logically from, and is supported by, the evidence." The findings "should be sufficiently detailed and include enough subsidiary facts to disclose the steps by which the ultimate conclusion on each factual issue was reached." Rahimi's interest in common areas

68. Utah Courts have ruled that, "**The court...in all cases shall require evidence of plaintiff's title and possession and hear the evidence offered respecting the claims and title of the defendants.**" The court may enter judgment in accordance with the evidence and the law **only after hearing all the evidence** [emphasis added]." (UCA78B-6-1315).

69. Question for the Appeal Court: Can a person buy a unit in a condominium complex and quitclaim that unit to another person and then get into quiet title action and claim ownership in another unit? Brown put this question under advisement 3/7/17, then later 8/23/17 denied the hearing that was previously held and never discussed.

70. Rule 56, Summary Judgment is a vehicle to expedite judicial processes. Unfortunately, it appears it has also become a vehicle of abuse for the purposes of injustice to the point some people believe that Summary Judgment is unconstitutional. Rahimi believes judges need to be vigilant and careful because the rule for a movant is hard to fulfill. The rule states that there should be **no genuine dispute of material facts for the moving party**. As such, the judge has the duty to make sure there is no dispute and that everybody has been heard and their disputes resolved before ruling. **Rahimi's case was consolidated inappropriately with his eviction process, which was delayed, and which was never discussed. Rahimi's stack and People's Court's appeal also never reviewed.** Rahimi believes the reason for not reviewing his case and improper consolidation was because their entire complaint would have collapsed. If Rahimi's stack was reviewed from the beginning and someone showed him that he was wrong, that would have been okay. Please review the complaint analyzed, summary judgement ruling analyzed and see that ninety percent (90%) or more of their facts are disputed and lies.

71. The actions of Griffin by not reviewing Rahimi's stack, nor his appeal case from

the Justice Court, and prematurely jumping into a Summary Judgment is against Rule 56. The Court did not accept Johnson's deposition and as such, violated Rule 10, which was mentioned in my opposition to the summary judgment. This was the exact same affidavit from Johnsons, the same person that made Griffin to change his mind from calling Rahimi frivolous and a liar, to saying, “This is a fascinating case.” Then when it came to summary judgment, Griffin would not accept the declaration of Johnsons because Griffin and plaintiffs said it wasn't in Rahimi's opposition to summary judgment motion. Rahimi finds this ironic that the entire complaint has been accepted by this court without any chain of titles, but they want Rahimi's documents to be repeated in every motion. This is totally wrong based on Rule10 (c) Adoption by reference; exhibits. ***Statements in a paper may be adopted by reference in a different part of the same or another paper. An exhibit to a paper is a part thereof for all purposes.***

- a. **Motion to Clarify Decision by Judge Griffin. Rahimi did ask in this motion to remind Griffin that as a judge, to be compliant with the rule of the law, he could approve a “group quiet title.” However, he cannot finalize the assignment of titles because each title requires to go in front of a judge.** Unfortunately, Griffin did not understand that there is no such thing as “*group quiet title*” when it is not about mineral rights nor water rights. He considered Rahimi's motion as a motion for him to reconsider, which was not Rahimi's intention. Injustice against Rahimi/homeowners by this court is against the Rule of Justice/Law, and Rahimi should prevail,

de novo review.

72. **ISSUE 26:** This court made a mistake by executing a “*group quiet title*” judgment without first inquiring separately into each “stack” of hotel condominium units. Brown made a mistake of not willing to change anything about the “*group quiet title*” despite drastic new evidence which would have justified the dismissal of the summary judgment. (Group Quiet Title Statutes; Rahimi’s motion of March 18, 2019, showed the Fullers were lying; Motion to Remove Lis Pendens.)

73. **STANDARD OF REVIEW** Rule 60(b) of the URCP states on motion and upon just terms, the court may relieve a party or its legal representative from a judgment, order, or proceeding for the following reasons: (b)(1) ***mistake, inadvertence, surprise, or excusable neglect***; (b)(2) newly discovered evidencenew trial under Rule 60(b); (b)(3) ***fraud (whether previously called intrinsic or extrinsic), misrepresentation or other misconduct of an opposing party***; (b)(4) the judgment is void;.....(b)(6) ***any other reason that justifies relief***. Utah courts have explained that “the intent of Rule 60(b) [is] to ensure that parties are afforded “a full opportunity to present their evidence and contentions as to disputed issues so [that cases] may be disposed of on substantial rather than upon technical grounds.” Metro. Water Dist. of Salt Lake & Sandy v. Sorff, 2013 UT 27, ¶ 18, 304 P.3d 824, 829. Regarding 60(b)(1), Utah courts have ruled that, “In determining whether a party has exercised due diligence, the trial court must consider whether the actions of the party seeking relief were ‘sufficiently diligent and responsible, in

light of the attendant circumstances, to justify excusing it from the full consequences of its neglect.”” (*Shamrock Plumbing, LLC v. Silver Baron Partners, LC*, 2012 UT App 70, ¶ 5, 277 P.3d 649, 651). Utah Courts have ruled that, “The court...in all cases *shall require evidence of plaintiff's title and possession* and hear the evidence offered respecting the *claims and title of any of the defendants*. The court may enter judgment in accordance with the evidence and the law *only after hearing all the evidence* [emphasis added].” (UCA78B-6-1315)

74. **ARGUMENT ISSUE 26: After Judge Griffin's approval of “group quiet title” then the next step according to the rule of the law, would be the responsibility of Brown to review each title.** She has been adamant, as though she has been ordered, that whatever she does, she cannot/will not change the ruling of Judge Griffin on the summary judgment.

In her oral argument on September 9, 2019, page 28-29, Judge Brown said, “*At every oral argument that we have had, I believe that you have brought that up, and I've attempted to explain to you that I'm not going to disturb the rulings that have been made in this court prior to me taking this case, and I believe that your issues related to your stack have been resolved by Judge Griffin's rulings. You have continued to bring them up.*”

That is why Rahimi did the 65 B. Rahimi only bought one unit and has been fighting for justice for that unit. This explains Brown's actions now, why with six lawyers on the other side, she *sua sponte* brings up the issue of standing, or vexatious litigator, or why she did not want to rule on any issues or actions that would jeopardize Judge Griffins ruling like David Butler and others without quiet

title can not be in group quiet title, *Lis pendens* motion, pleading motion, removing the fraudulent quit claim deed, adding one page to my title, 60 (b) motion, stipulated judgements. Is there a rule or is it an unwritten rule or code of honor that one judge replacing another one cannot or should not rule against the other judge? Justice is not the issue anymore for Brown regardless of facts nor evidence coming to her. This explains why in Rahimi's hearings the plaintiffs nor the sham defendants have never come into court with any meaningful response or argument. As a matter of fact, they rarely have anything to say. Rahini, as a prose party, would not get the time of the day from our judges. The plaintiffs in this case with their six (6) lawyers are sitting quietly and the judge comes up with *sue sponte* ideas. Rahimi is requesting all his motions based on Rule 60(b) be reviewed by the Appeal Court since the **rulings of Brown were all based on the rule of not disturbing the ruling of Judge Griffin and not Rule of Justice, nor Laws. *De novo* review.**

75. **ISSUE 27:** This court made a mistake by entering orders on the basis of a "group quiet title" doctrine which has no precedential authority. Group Quiet Title Statutes; Search in Lexis.

76. **ARGUMENT ISSUE 27:** Since the erroneous ruling of the court, Rahimi/homeowners are suffering with injustice, and Rahimi has two new lawsuits going on. Both of them involve the HOA, one of them involves the HOA suing Rahimi for the past due HOA fees on an unusable room on which he has

refused to trespass. The other lawsuit is the result of Legacy/Partners still working to steal our common areas. Since Ken Patey has been destroyed and they have occupied his rooms judicially with the help of Wasatch County and tax assessors, they have changed the CC&Rs and declared that they own our common areas. In Rahimi's facts, he has mentioned that the homeowners own percentages of the common areas which are defined in the CC&R's.

77. **ISSUE 28:** This court made a mistake by not accepting Rahimi's response to the "group quiet title" summary judgment based on the fact that it was too lengthy although the documents had a lot of spaces between the paragraphs for the purpose of clarity of the issues, but not as many words.

78. **ISSUE 29:** This court made a mistake by violating Rule 10 by not accepting Johnson's Declaration in the final summary judgment of "group quiet title." Audio final hearing of judge Griffin.

79. **ARGUMENT ISSUES 28-29:** Rahimi's response, although it looked lengthy, was only 9184 words. Perdue v. Kenny A., 559 U.S. 542, 130 S. Ct. 1662, 176 L. Ed. 2d 494 (2010): State filed a lengthy motion for summary judgment, Record, Docs. 243–245, which plaintiffs' attorneys opposed in thorough briefing supported by comprehensive exhibits, see Docs. 254–258, 260. After losing that motion and eventually.....

80. This response was intended to help Griffin make a just decision. What Rahimi provided for him was first to show there was no mutual mistake, and second, in order to do any quiet title, the first step would be to determine who owns what.

That is what Rahimi provided for 48 units, with all the entry numbers to support his findings. This is the only way you can change titles. First, you must know who has the title to what. Neither the Court nor the state wants to be responsible for taking title from one person and giving it to another, which we can call a judicial taking. If Rahimi's stack was reviewed and there was a mistake, he would have accepted it and he would have exchanged a clear title for a clear title. You cannot use bait and switch on Rahimi and then want him to have a unit that is in litigation. Legacy/Partners want to give David Butler Rahimi's unit because Butler has given his title to Legacy/Partners and has made a fraudulent quit claim deed from Rahimi's seller recorded one and half (1½) years after Rahimi's deed. Legacy/Partners is no different than David Butler or Rhaimi, they must be in our stack discussion. Rahimi tried to show this to Griffin, and what did Rahimi get from Griffin? Only injustice by violating Rule 10. Griffin knew the Declaration of Johnsons was not compatible with his ruling. Instead of going back and looking at another explanation, Griffin decided to violate Rule 10, and not to accept Rahimi's motion. Rahimi was not provided with any chains of titles. It took him weeks to provide this document. **Rahimi/homeowners suffered injustice because the Rules of Justice/Law were violated, *de novo* review.**

81. **ISSUE 30:** This court made a mistake by refusing to correct errors of the County Recorder's Office, despite the fact that the Head of the Wasatch County Recorder's Office, Liz Palmier, told Rahimi that only the Court could rectify recorded mistakes. (Motion for Correction of Missing Page, Request to remove

quit claim deed from Johnson's to David Butler, DEFENDANT'S REPLY TO PLAINTIFFS' OPPOSITION TO DANESH RAHIMI'S REQUEST FOR JUDICIAL REMOVAL OF QUITCLAIM DEED FROM JOHNSON' TO DAVID BUTLER FROM THE CHAIN OF TITLE FOR PARCEL NO. 20-9193 Judge Brown ruling on removing quit claim.)

82. **ISSUE 31:** This court made a mistake by refusing to perform its judicial obligations and responsibilities to the Wasatch County Recorder's Office. Summary judgement on stack OZR6X07.

83. **ARGUMENT 30-31:** UCA Section 57-3-105 -102, Rahimi's missing page and unstamped document were one directional mistakes by Wasatch County Recorder's. Liz Palmier admitted to these mistakes and per her request Rahimi asked the judge to remove their mistakes. Crye v. Edwards, 178 Ariz. 327, 873 P.2d 665 (Ariz. Ct. App. 1994). Rule 60(a) provides that "[c]lerical mistakes in judgments, orders, or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on motion of any party and after such notice, if any, as the court orders." The federal counterpart to our rule has been interpreted to permit relief from the clerical mistakes of the court, clerk, jury, or party. Pattiz v. Schwartz, 386 F.2d 300 (8th Cir. 1968). Brown refused to fix these errors based on the fact that she does not see anything wrong with them despite Rules of recording provided.

UCA Section 17-21-2, includes entitled "Seal," states: "The county recorder shall have a seal, to be furnished by the county legislative body, the impression of which shall contain the following words: 'State of Utah,

County Recorder,’ together with the name of the county in which the same is to be used.”

Legal question for the Court of Appeals: When Rahimi was told by the Head of Wasatch County Recorder’s Office that there were recording mistakes, and told Rahimi to go to a judge for correction, however, the only judge refused, claiming there were no mistakes. “*The Motion fails to identify any alleged defect in the Quitclaim Deed from the Johnsons to David Butler. Further, the Motion provides no authority in support of the relief sought. Therefore, the Motion is DENIED.*”

Then, where does Rahimi go? Rahimi has to provide authority to correct county recorders mistakes, really? The judge totally missed the issue in hand. It was not about the content, it was about the rules of recording documents which were a mistake by the county recording office. Rahimi hopes one of the Appeals Court’s judges will correct this error. *De novo* review.

84. **ISSUE 32:** This court made a mistake by denying Rahimi standing except his stack after Griffin left. This court made a mistake by denying standing of a party Defendant to make arguments. Whether a defendant without a plaintiff in a “*group quiet title*” has standing to discuss sub-issues likely to yield “potential future injury.” (Motion to Set Aside Order Denying Standing)

85. **ARGUMENT 32:** Utah Courts have recognized that “relief from judgment under Rule 60(b)(1) [may be granted] for an abuse of discretion.” Jones v. Layton/Oakland, 2009 UT 39, ¶ 10, 214 P.3d 859. Utah Courts have further established that “[u]nder the traditional test for standing, ‘the interests of the

parties must be adverse' and 'the parties seeking relief must have a legally protectable interest in the controversy [emphasis added].'Jenkins v. Swan, 675 P.2d 1145, 1148 (Utah 1983). A party may assert an interest that is legally protectible under either statute or the common law [emphasis added]."Wash. County Water Conservancy Dist. v. Morgan, 2003 UT 58, ¶ 6 n. 2, 82 P.3d 1125.

86. In Jenkins v. Swan the Utah Supreme Court modified the standing inquiry, requiring a determination of whether the plaintiff is "*an appropriate party.*" 2009 UT 48, ¶ 8, 214 P.3d 95 (emphasis added). This shift in analysis is explained in intervening precedent. The court explains: Under the alternative test, a petitioning party must first establish that it is an *appropriate party to raise the issue in the dispute before the court*. A party meets this burden by demonstrating that it *has the interest necessary to effectively assist the court in developing and reviewing all relevant legal and factual questions* and that *the issues are unlikely to be raised if the party is denied standing* [emphasis added]. We recognize that there is language in both Jenkins [v. Swan] and subsequent cases suggesting that in making this determination the court may grant standing only to the party with the greatest interest in the case, or in other words, the *most appropriate party*. We now conclude, however, that the notion that a court must find the *most appropriate party*, thereby limiting standing under the alternative criteria to only one party in any given case, is *unnecessary and counterproductive*.... [A] court addressing standing under the alternative test

does not need to determine which party seeking to intervene is the most appropriate party in comparison to any other potential party, but rather needs to determine only which parties are, in fact, appropriate parties to a full and fair litigation of the dispute in question. In addition, an appropriate party must still satisfy the second part of the alternative test before we will grant standing. Once a party has established that it is an appropriate party to the litigation, it must also demonstrate that the issues it seeks to raise are of *sufficient public importance in and of themselves to warrant granting the party standing.*

87. Rahimi is on the side of justice, is the appropriate party based on the above court's argument to protect homeowners and himself from present and future injustices.

De novo review.

88. **ISSUE 33:** Rule 83 concerning "vexatious litigation" was improperly applied by the court, especially against a defendant in one case without a plaintiff, that has asked to be dismissed twice. (Motion to Strike and Alternative Opposition to Rule 83 Motion.)

89. **ARGUMENT 33:** This order was given at the end of the case when Brown had one of Rahimi's motions under advisement, the same motion Brown denied an oral declaration of vexatiousness by the co-defendant. This fact alone contradicts Rule 83 specifically, *(c)(1)(B) there is no reasonable probability that the vexatious litigant will prevail on the claim. (c)(2) A preliminary finding that there is no reasonable probability that the vexatious litigant will prevail is not a*

decision on the ultimate merits of the vexatious litigant's claim. The court was also improper to declare Rahimi vexatious at the end of the case and wrong in not ruling on the issues the court had previously heard.

90. Order declaring Dr. Rahimi a vexatious litigator, the court orders, "Rahimi is required to obtain legal counsel before proceeding actions before the court, including but not limited to filing a notice of appeal." RINGGOLD-LOCKHART v. COUNTY OF LOS ANGELES: "*Restricting access to the courts is, however, a serious matter. "[T]he right of access to the courts is a fundamental right protected by the Constitution." Delew v. Wagner. The First Amendment "right of the people ... to petition the Government for a redress of grievances," which secures the right to access the courts, has been termed "one of the most precious of the liberties safeguarded by the Bill of Rights." Also, Christopher v. Harbury, 536 U.S. 403, 415 n. 12, 122 S.Ct. 2179, 153 L.Ed.2d 413 (2002) (noting that the Supreme Court has located the court access right in the Privileges and Immunities clause, the First Amendment petition clause, the Fifth Amendment due process 1062* clause, and the Fourteenth Amendment equal protection clause). Profligate use of pre-filing orders could infringe this important right, Molski v. Evergreen Dynasty Corp, as the pre-clearance requirement imposes a substantial burden on the free-access guarantee. "Among all other citizens, [the vexatious litigant] is to be restricted in his right of access to the courts.... We cannot predict what harm might come to him as a result, and he should not be forced to predict it either. What he does know is that a Sword of Damocles hangs over his hopes for federal*

access for the foreseeable future." Moy v. United States. Out of regard for the constitutional underpinnings of the right to court access, "pre-filing orders should rarely be filed," and only if courts comply with certain procedural and substantive requirements. De Long, 912 F.2d at 1147.

91. Rahimi, a defendant without a plaintiff. As soon as he realized that this court was not giving him standing, and Griffin has already done his premature ruling, and that Brown was dismissing all his consolidated cases, and higher courts illegally would not even look at his interlocutory appeals, nor 65 (b)s, he started his preservation of issues and every injustice done to Rahimi/homeowners. These motions were all about different issues, and were not done in bad faith like the plaintiff's complaint. Rahimi by no means is vexatious and does not consider accusations with documents scandalous. This ruling violates the Rule of Justice and Law. De novo review.

92. **ISSUE 34:** This court made a mistake by giving legal validity to "group lis pendens," Lexis Search Group Lis Pendens similar to legal validity given to "Group Quiet Title."

93. **ISSUE 35:** This court made a mistake by denying any review of the alleged improper "group lis pendens" recorded against the entire Zermatt Resort without due notice to all affected unit owners. (Motion to Remove Lis Pendens).

MOTION TO REMOVE LIS PENDENS BY PLAINTIFFS

94. ARGUMENTS 34-35. STANDARD OF REVIEW

Brown, although the case was going on, her mind was closed to any possibility to

overrule Griffin's summary judgement. Not only that she was considering Rahimi's case was closed and he had no standing in this court, and Brown's main goal was not justice nor following any court rules, rather just to make sure Griffin's rulings would not change. As such, Brown does not give any convincing argument why the plaintiffs were granted extension on Rahimi's motion to strike.

95. Utah Courts have ruled that, "A court shall order a notice released if...the court finds that the claimant *has not established by a preponderance of the evidence* the probable validity of the real property claim that is the subject of the notice [emphasis added]." (UCA 78B-6-1304(2)). While Rahimi's research indicates there have been no instances where Utah Courts have adjudicated multiple improper recordings of *lis pendens*, the sole result from a Lexis search for "'lis pendens' AND 'multiple recordings,''" reveals the common-sense rationale of a Texas federal court faced with similarly duplicative instances of pendency. The decision by the Western District of Texas Court reads:

- a. Trust wants these notices declared cancelled because they all relate to underlying cases which have been disposed of...Hall was ***disingenuous to record the notices in the first place since the underlying lawsuits could not have impacted the Trust's title to the Property***. The Court agrees with the Trust. The Trust details the fourteen notices of lis pendens in its motion for summary judgment...The Court declares ***these recorded instruments are of no force or effect, should be removed from the property records, and are cancelled***. *U.S. Bank, Nat'l Ass'n v. Hall, No. A-13-CA-431-SS, 2014 U.S. Dist. LEXIS 10970, at *10-11 (W.D. Tex. Jan. 28, 2014)*.
- b. Similarly here, a substantial quantity of the *lis pendens* recordings relating to 140500069 and 150500038 are disingenuous, incomplete, or otherwise

improper. The Chains of Title for Plat A Common Areas all reveal the encumbrance caused by these *lis pendens*, even though there is no possibility that, for example, the purported "room numbering dispute" unique to the Hotel Baren Suites to meaningfully affect properties such as the tennis court and conference center. This is yet another reason why these recordings should be released, as it is clear that Legacy has purposefully encumbered common areas and villas in bad faith to artificially depress the value of the resort as they take it over including our common areas and also to change the language of common areas ownership. (Common Area Chains of Title; Transcription of Steve Eddington Quotes.)

96. Injustice has come upon Rahimi/homeowners by these "group *lis pendens*" which are against the Rule of the Justice/law. *De novo* review.

97. **ISSUE 36:** This court made a mistake by granting Stipulated and Default judgments *en masse*, and without requisite due diligence concerning adequate notice of judgment. (Motion to Set Aside Stipulated Judgments; Motion to Set Aside Entries of Default Judgment; Reply to plaintiff's motion response to Defendant's Motion to Set Aside Order Denying Standing to Address Stipulated and Default Judgments by Axiom Financial in Stack X07; June 4, 2018 hearing orders.)

98. **ARGUMENT FOR ISSUE 36: STANDARD OF REVIEW**

Two recent California Appellate Court cases confirm that default judgments are

prohibited in quiet title actions because C.C.P. § 764.010 requires an evidentiary hearing to establish “plaintiff’s title” and “hear evidence offered respecting the claims of any of the defendants.” Harbour Vista, LLC v. HSBC Mortgage Services, Inc. (2011) 201 Cal.App.4th 1496, [4th Dist.]; Nickell v. Matlock (2012) 206 Cal.App.4th 934, [2nd Dist.]. In both Harbour Vista and Nickell, defaults had been taken against the defendants (one for failure to timely answer, the other upon court’s entry of terminating sanctions for violations of discovery orders). Despite the entry of a default, both cases reversed the judgments and determined that the defaulted defendants had the right to appear and participate in an open-court, evidentiary proceeding the merits of the plaintiffs’ quiet title actions.

99. Stipulated and default judgement occupies most of the judicial entries in the docket for case 150500038, default appears 476 times, and both judges have signed hundreds of defaulted judgements. The plaintiffs to create these judgements made a timing machine to go to the past and give the notices to the entities that did not exist or had no more interest like axiom financial and once they get the default then would ask the judges to sign off on judgement.

100. The Supreme Court of the United States is well aware of this scam to the point that default judgments are prohibited in quiet title actions. This case is worse since this is a “*group quiet title*” and these are group default judgements like the one they did against 12 owners of Zermatt villages on 3/17/17.

101. Rahimi/Homeowners have suffered injustice due to this court signing off on default judgements in quiet title actions which are against the Rule of Justice/Law. De Novo review and Rahimi should prevail. Plaintiffs deserve sanctions Rule 11.

102. **ISSUE 37:** This court made a mistake by creating group execution of titles.

103. **ARGUMENTS 37**

McVey, by not understanding and not wanting to get into unit owner's title issues, did not realize that the AFCU's liens and Perkins liens were all affected by Wasatch County's negligence. In reality not knowingly, McVey is the one who did the first "*group quit tile*" and execution in our nation followed now by Griffin/Brown. McVey's ruling affected Griffin by using Res Judicata in his Summary Judgement. ANITA McNULTY, Appellant v. HERBERT COPP, as Executor, etc., et al., "The plea of res judicata was properly denied in the personal property action." Respondents. "*Group quiet titles*" and "*group lis pendens*" are injustice and against our constitutional laws and their executions just magnifies injustice. De Novo review. No case law.

104. **ISSUE 38:** This court made a mistake by treating this case as a civil case rather than a criminal case despite Rahimi's motions with evidence showing the elements of fraud and perjury by plaintiffs' main witnesses. Motion for Judgment on the Pleadings, Rahimi's motion of March 18, 2019, showed the Fullers were lying.

105. **ARGUMENTS 38**

106. Rahimi's Motion for Judgment on the Pleadings showed frauds by Legacy/Partners, mostly mortgage fraud. Although the court had hearing for this motion, the only objection was to show that the court had jurisdiction to do a criminal case. Brown was not interested in the criminality of this case since the court's main objection at this point was preservation and protection of Griffin's summary judgement ruling.

107. Rahmi asked the court to dismiss Plaintiffs' Amended Complaint pursuant to the Utah Rules of Civil Procedure, Rule 12(b), for lack of subject matter jurisdiction over the present dispute. At the close of discovery, the material facts, when taken in the light most favorable to Legacy/Plaintiffs, satisfy several sections of both the Utah Criminal Code, in many cases also amounting to federal crimes as well. As neither state or federal criminal actions may be adjudicated by a civil court, procedural constraints so require that Brown dismiss the foregoing action and refer the matter for screening by the county prosecutor's office.

108. STANDARD OF REVIEW. Utah Courts have ruled that, "Whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action." (Utah Rules of Civil Procedure Rule 12; FRCP 12(h)(3)). "The Utah Supreme Court has ruled that 'the propriety of [a] jurisdictional determination, and hence the decision not to vacate [an order], becomes a question of law upon which we do not defer to the district court.' Id. Thus, the district court's decision to deny [a] motion to vacate on the basis of a lack of subject matter jurisdiction is a question of law, and we

accordingly afford no discretion to that decision." Rahimi/homeowners incurred injustice by the *bait and switch* in the path to justice. The Guardian of Justice refused to recognize this injustice as such did not follow the Rules of Justice/law. *De novo* review.

109. **STATEMENT OF ISSUES BROUGHT BY PLAINTIFFS AND DEFENDANTS THAT HOMEOWNERS AND RAHIMI HAD INTEREST, BUT NO PRESENCE**

110. **ISSUE 41:** This court made a mistake by not granting Rahimi's request to intervene case 130500020/ 140500069 /180500092 and using judgement of McVey case 140500081 in case 150500038. **MOTION FOR JUDICIAL NOTICE REGARDING PRO SE LITIGANTS**

111. **STANDARD OF REVIEW** Court's legal conclusions are reviewed *de novo* on appeal, giving no deference to the trial court's legal determinations. State v. Pena, 869 P.2d 932, 936 (Utah 1994). EoJ.

112. **ARGUMENTS 41** Rahimi/homeowners incurred injustice by three other lawsuits: 1. 140500081 /judgement; 2. 130500020/ 140500069/ Lis pendens/ Legacy's opposition/ Request to intervene/ JUDICIAL NOTICE; 3. 180500092. These had *lis pendens* on Rahimi's/Homeowners' properties and caused injustice in final summary judgement, although not party to any of them, to defend themselves. Rahimi did ask to join and multiple times asked the court to remove the lis pendens.

113. 140500081. McVey's Judgement was another “*group quiet title*,” including 23 homeowners, 16 common areas, without involving mineral rights or water rights, as such each of the units involved needed to go in front of a judge. *See*, Rahimi’s arguments about “*group quiet title*.” Using this ruling as Res Judicata was improper since each chain of title is different. This is another reason why the Amended Complaint should be dismissed and Rahimi prevail. McVey did not know Wasatch County’s negligence and did not understand that the money owed to Perkins was long before foreclosure.

114. 130500020 (140500069 consolidated) Rahimi based on 78B-6-1304 (1) (a, b) & Rule 24(a) which grants all affected parties a right to a hearing in which to challenge a wrongful recording of *lis pendens*. Rahimi was a purchaser and active party and even requested to intervene in this case since they had two *lis pendens*: 411738, 407459 on his OZR6107/OZR6A207 and his villas as such the court violated the Rule of Justice/Law. Consolidation in this case was done against the Rule of the Justice/Law, since the judge should have been McDade the judge in the first case, although they ask for this change. Is it legal to ask to break the law? Rahimi/Homeowners were not there to defend themselves, so the question is about the law for the Guardians of Justice: Is this Justice? EoJ. *De novo* review.

115. Brown's sua sponte entries constitute an abuse of discretion especially since plaintiffs failed to respond to my motion and requested untimely extension without reasonable excuse.

Brown rules:

*"The Court finds that the requested extension is **reasonable** and no party is **prejudiced** by the extension of time."*

The court was unreasonable and very prejudicial against the only party standing and homeowners, and if this was not enough, Brown did her Sua Sponte ruling:

*"Dr. Rahimi, a **non-party** in this case, has **no authority** to make these filings. It appears that he has only been able to do so as a result of **confusion caused by him being a pro se litigant**, who files **his pleadings in written form rather than electronically**. The fact that **he has listed Case No. 140500069 on the captions of his pleadings has caused the administrative staff to lodge his documents in this case**. This ruling serves to clarify that the pleadings listed above are being **stricken** due to **Dr. Rahimi's lack of standing in this matter, and will not be considered by the Court** related to any of the issues pending herein."*

116. The court admits that Rahimi/homeowners were not given the notice required by law about *lis pendens*. Brown told Rahimi before he knew about 411738 *lis pendens* that the lawsuit with *lis pendens* was from a different case 407459. This court also showed how biased it was toward the prose party calling Rahimi a confused vexatious litigator. Rahimi was not confused. Contrary, Rahimi knew exactly what he was doing. Only if the court would have read his 3 motions it would have known that Rahimi, for judicial efficiency, had requested from two lawsuits 15050038/411738 & 140500069/407459 to be combined. Rahimi wanted entry of this motion in the two dockets, so the clerks were not confused and Rahimi was not confused either, just the judge. Rahimi was told by the court that he had to deliver his motions to court in paper forms since he was not a lawyer and not in the e-filing system. When Brown started complaining about it, Rahimi had

to request permission to send his motions by email. Even after that, Rahimi realized that the court's clerks were printing his emails and then scanning it to the docket, losing all of his hyperlinks that he uses as exhibits. Rahimi had to write a motion to correct this problem. Rahimi has two more reasons why he had standing in 130500020, one that The Suites & Villas at Zermatt Resort were defendants in this case, and 2nd, our common areas were involved. This case is also another "*group quiet title*" which has no legal precedence. Again, the court, not giving standing to Rahimi, was against the rule of Justice/Law so Rahimi should prevail. *De novo* review.

117. Brown in case 140500069 on October 26, 2018:

"A stay is granted until a resolution is reached in case 180500092. This matter is continued and notice from the Court will be sent to all parties in this case and case 150500038. Additional notice including what motions will be heard will be drafted and sent to the parties by Mr. Andreason."

Wow, now Brown brings in another lawsuit 180500092 that Rahimi/Homeowners have interest enough, but no standing, and are and the case is not consolidated. Although this case was connected enough that Brown wanted to give them notice of stay. This case was affected by Wasatch County's negligence, and is another "*group quiet title*" using default judgement. Rahimi/Homeowners never got any notices. Rahimi, cannot understand how it is that the result of this lawsuit affects his lawsuit, but he has no standing to intervene. The same idea in the other three cases. Rahimi believes this is creating a legal *Ex Parte* communication that is not justice to Rahimi/Homeowners, even worse it is

designed to do injustice. **Question for Guardians of Justice:** If one judge is residing in four cases involving similar issues, brought up by the same entity and legal counsels, against a group of people divided per design of the counsels, between four cases, with use of MCA as defendants or plaintiffs, and these parties are not allowed to have standing in all of the cases, although the judge is treating these cases as one, then wouldn't the discussion in any of the cases between the judge and the lawyers be *Ex Parte* communication to the other three cases? Based on invalidity of "group quiet title" and use of default judgement in group quiet title this case needs to be reviewed by Guardians of Justice, *de novo*.

118. Below is an order of the court:

- a. 180500092 Filed order: Order Granting Plaintiffs Motion for Default Judgment Against Jennifer Speers as Personal Representative of the Estate of George W. Perkins, Jr.
- b. Judge JENNIFER A BROWN
- c. Filed order: Order Granting Plaintiffs Motion for Default Judgment Against Suites at Zermatt Owners, LLC and Zermatt Resort, LLC
- d. Judge JENNIFER A BROWN
- e. Signed November 06, 2018

119. This order creates an important **question for the Guardians of Justice:**

Whose job is it to know about the validity of default judgement in quiet title actions, the Guardian of the Justice or the party that injustice has fallen upon?

De novo.

(6) A statement of the case.UNDISPUTED FACTS

1. Weston Fuller, Robert Fuller, Andrew Fuller, and Corey Anderson from Vintage Real Estate Agency, issued REPC real estate purchase contracts to buyers who pre-bought units prior to construction. REPCs for pre-bought units occurred between 2002 and 2006. All final titles were issued by Weston Fuller after 2006.
2. On August 23, 2002 Darwin Johnson paid One Thousand Dollars (\$1,000.00) as deposit for room number 132 OZR6132/OZR6A232 on the first floor.
3. According to Fuller's plan, unit buyers also were buying into ownership in limited common areas and common areas. This was the plan of Robert Fuller and executed on June 27, 2005, entry number 286793, declaration of villas entry 241536, and declaration of hotel suites, villages 190825. Wasatch County based on Plat F assigned Parcel numbers and Tax ID for each unit starting in 2003.
4. *On or about September 16, 2005, Peter Johnson and Zermatt executed a Real Estate Purchase Contract for Residential Construction regarding Unit Door Number 107, now 207, before construction of the hotel property, so REPC was 107 because it was done in 2005 ("Johnson REPC"). OZR6007/107/207 Chain of title.*

5. On September 30, 2005, Perkins DOT took a security interest in the Zermatt Parcel property (which is the Hotel), but expressly excluded 46 of the Privately Owned Units. The Perkins DOT lists the 46 excluded units by their Unit Plat Numbers, beginning with 002 and ending with 138.
6. On November 8, 2006, Zermatt executed a \$16.5 million promissory note to America First Federal Credit Union (“AFCU Note”), secured by a November 17, 2006, AFCU Deed of Trust (“AFCU DOT”).
7. Prior to construction in 2006 and amendment in 2010, the Plat F 2002 was the only reference point by which all public and private parties could rely.
8. Sometime around the end of 2005/beginning of 2006, Weston Fuller with his father, Robert, and brother Andrew, began their own full service broker, Mountain Resorts Management, which handled all REPC's from that time forward so they could sell Zermatt units with maximum profit expected. Weston Fuller created a map to sell the units based on what was on the doors - not titles, not parcel number, and not Plat F numbering.
9. The Wasatch County negligence affects not only the Suites and Villa buyers, but also all financial documents, like AFFCU and title insurance companies, specifically FATIC as individuals title insurer and lenders policy writer.

10. Weston Fuller altered his REPC for OZR6128, sometime after its original signing when he was asking Wasatch County for his title. The unit originally stated "128," but this was crossed out, and "228" was put in its place, meaning he was changing Plat F numbering to American numbering after construction to match his map not knowing what kind of problem he was actually creating.

Motion to dismiss summary judgement

OFFER TO PURCHASE

1. PROPERTY:

1.1 **Location.** The Earnest Money Deposit is given to secure and apply on the purchase of a new Residence (the "Residence") described below to be constructed by Seller on a parcel of real property (the "Lot") located at: Zermatt Resort & Spa, in the City of Midway, County of Wasatch, State of Utah, more particularly described as Lot No. N/A in the N/A Subdivision, or alternatively as follows: Suite #228 of the Hotel der Baer @ Zermatt. The Purchase Price for the Residence [] **INCLUDES** **DOES NOT INCLUDE**, the Lot:

1.2 **Home Design.** Seller shall construct the Residence and related improvements in accordance with the Plans & Specifications checked below and approved by Buyer as provided in Section 8. (check applicable box):

King Sulto House Plan

PHAV/A Approved Plan No.

Plans and Declaration of Condominium (check one) AS RECORDED AS PROPOSED for Unit Number 128 of the Hotel der Baer @ Zermatt Resort & Spa Condominiums

a Custom Home (specify)

Other Price includes furnishings

1.3 **Improvements.** Seller represents that the Residence will be connected to the utility service lines and serviced by the additional improvements identified below. (check applicable boxes):

(a) **Utility Services**

well public water private water natural gas electricity telephone

public sewer septic tank other (specify) N/A

(b) **Additional Improvements**

dedicated paved road private paved road other road (specify) N/A

curb & gutter rolled curb sidewalk irrigation water/secondary system - # of shares N/A

Name of water company N/A

other (specify) N/A

1.4 **Permit Fees.** Seller agrees to pay for building permit fees, impact fees and all connection fees except the following: N/A

12. Weston Fuller also changed the REPC for his brother, Andrew Fuller when asking for the title for Wasatch County, from "126" to "226," as seen in the REPC, below

Buyer Andrew Fuller offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$ 1,000 in the form of Check which, upon Acceptance of this offer by all parties (as defined in Section 23) shall be deposited in accordance with state law. Received by: _____ on _____ (Date)

Brokerage: Vintage Properties Group, Inc. Phone Number 801-226-7955

OFFER TO PURCHASE

1. PROPERTY:

1.1 **Location.** The Earnest Money Deposit is given to secure and apply on the purchase of a new Residence (the "Residence") described below to be constructed by Seller on a parcel of real property (the "Lot") located at: 710 Resort Drive, in the City of Midway, County of Wasatch, State of Utah, more particularly described as Lot No. n/a in the n/a Subdivision, or alternatively as follows: Suite # 126 in the Hotel der Baer. The Purchase Price for the Residence [] **INCLUDES** **DOES NOT INCLUDE**, the Lot.

1.2 **Home Design.** Seller shall construct the Residence and related improvements in accordance with the Plans & Specifications checked below and approved by Buyer as provided in Section 8. (check applicable box):

- King Suite _____ House Plan
- FHA/VA Approved Plan No. _____
- Plans and Declaration of Condominium (check one) AS RECORDED AS PROPOSED for Unit Number 126 of the Hotel der Baer Condominiums
- a Custom Home (specify) n/a
- Other Includes furnishings

1.3 **Improvements.** Seller represents that the Residence will be connected to the utility service lines and serviced by the additional improvements identified below. (check applicable boxes):

(a) **Utility Services**

- well public water private water natural gas electricity telephone

13.

@@Weston Fuller also changed Siddoway's REPC since Siddoway's notice of the change of their room and they brought it up to Weston. Weston told them the unit in their REPC has been sold and he gave them the room below with no closing cost.

14. @@Weston Fuller was in charge of the key issuances which according to

declaration of suites was supposed to be to title holders. Weston Fuller was issuing keys based on his idea of who owned what unit as such he was issuing keys to his brother for OZR6A207 and OZR6A107 to Johnsons, but these were hotel units so it did not matter.

15. @@Between 2002-2007 The Unit Plat Numbers from Plat F were used in every aspect of the Hotel development, including construction, sales, purchase contracts,

and deeds, except Weston Fuller and his map which was using physical door numbering. 306033 MECHANIC LIEN AND RELEASE 305018. 308876,
300876, 302065, 300937, 302013, 298060, 300173, 305941, 308585, 309585,
Even consents for Amendment plat was done based on Plat F.

16. Per Weston Fuller, “The management committee didn't really exist in 2006 until they had their first homeowners' association meeting in January of 2007. Weston Fuller was the person who was deciding in his mind who owned what, as such not familiar nor aware of Plat F 2002 and Wasatch County's negligence with his dad Robert Fuller became the main reason that the mistakes of Wasatch County were not discovered.
17. On Dec 28, 2009 Special Warranty of deed from Fuller Heritage Robert Fuller to Zermatt Resort LLC. This document with +++ adds all of our common and limited common areas
18. On April 30, 2010, Legacy Resorts, LLC (“Legacy”) bought the AFCU Note. Legacy Resort LLC declared that they acquired the entire Zermatt Resort.
19. On April 13, 2010, Robert Fuller “the developer and principal owner of Zermatt Resort” filed an “Affidavit Concerning Unit Numbering of Plat F at Zermatt Resort” (“Fuller Affidavit”), which set forth as follows..... 3. The sold units were conveyed using the hotel numbers rather than the Plat F numbers.
20. May 4, 2010 Zermatt Resort LLC Transaction with AFCU, Randon Wilson

lawyer, Waldo and Jones.

21. ☺Legacy did an Amendment to Plat F in 2010. In this Amendment they erased 6 units of our limited common areas and gave it to Legacy: OZR6426 (Meeting Room), OZR6153 (Restaurant), OZR6249 (Hospitality Suite), OZR6184 (Conference Suite), OZR6284 (Conference Suite). Deleted Tax Rolls for 2011.
22. 4/12/12 Legacy started the construction lawsuit on behalf of homeowners suites and villas, not 12 villages 120500050.
23. In or about 2012, Legacy and partners, Legacy hired attorney Ben Johnson to do Correction of deed in preparation for their “*group quiet title*.” **Quitclaimed by Legacy**: OZR6A107 to Johnsons, OZR6A120 to Butler, OZR6A125 to Nellist. **Quitclaimed to Legacy**: OZR6A307 from Butler.
24. In or about June 2012, Mark Butler, a real estate agent, president of the suites at Zermatt and very much familiar with title issues, purchased Russel Fuller’s unit OZR6207/OZR6A307 in a foreclosure from Axiom Financial.
25. February of 2013, Rahimi bought OZR6107/OZR6A207 \$45,000. The unit that was shown to Rahimi in 2013 as Johnson’s unit by Legacy and Weston Fuller was OZR6007/OZR6A107. In February 29, 2013, Rahimi closed his purchase from Johnsons. His title company emails his real estate agent that the address is wrong and they will fix it for closing. The first page of my deed was never recorded by Wasatch County’s Recorder.

26. ZB HOLDING COMPANY LC vs. DAVIS, JAREN, 130500020 filed on 3/5/13.

Zermatt and ZB are informed and believe that Zermatt has title to the following assets: (a) Nine (9) Suites or rooms within the Hotel – Unit Nos. 129, 131, 135, 209, 284 (conference suite), 342 (meeting room), 347 (meeting room), 349 (hospitality suite), and the spa; (b) the Annex; (c) approximately 0.67 acres to the north of the Hotel located on Plat A of the Facilities; (d) approximately 0.55 acres within the Swiss Oaks development in Midway, Utah; (e) Three (3) liquor licenses for Zermatt (BC00128, RE01963, and BC00128); and (f) Two (2) trademarks for Zermatt (Serial No. 78979383 and Serial No. 78845043).

27. On 7/17/14 Lawsuit 140500069 started by Legacy vs. Ken Patey. *Lis pendens* was also done against the entire Zermatt Resort.

28. On July 18, 2014 Rahimi got his property taxes parcel number 20-9193 Tax Id OZR6107/0ZR6A207 for the first time, when he noticed that there were unpaid taxes for two years and that he was victim of *bait and switch*. At the same time *Lis pendens* lawsuit entry 402849 and released December 18, 2014. Entry 407474.

29. On August 5, 2014, Rahimi calls the police for trespassing.

30. On or about August 8, 2014, PRAIA LLC vs. FIRST AMERICAN TITLE INSURANCE CASE NUMBER 140500081 was filed in Fourth District Court. *See, docketing; transcript; judgement.* No chain of titles. Units OZR6007/OZR6A107 and OZR6207/OZR6A307 were involved in this lawsuit.

31. 10/28/14 Small Claims Actions 148400026, 148400027, 148400028, 148400029, 148400030, 148400031, 148400032,

32.Appealed to Fourth District Court 2/18/15. 158500001 hearing November 4, 2016, 158500002 John Harr, 158500003 Mark Butler, 158500004 David Butler, hearing August 6, 2018, 158500006 legacy, hearing August 6, 2018, 158500007 Gemstone management, 158500008 HOA dismissed July 14, 2017. These were for all 8 cases hearings May 12, 2015, which Judge Griffin consolidated with case 158500038. Brown ruled on them based on Griffin's Summary Judgement

33. On or about March 18, 2015, Rahimi requested a hearing for his eviction process, which was scheduled for 3/31/2015, only to be canceled by Griffin and ruled on.

34. Plaintiffs did not file their "Group Quiet Title" Complaint until May 2015.

35. 7/31/18 The lawsuit 180500092 filed.

36. On or about January 10, 2019 Rahimi filed 65(b).

37. 1/11/19 The Court issues its ruling on Plaintiff's Motion for Summary Judgment in case 180500092 signed 2/22/19. The stay in cases 150500038 and 130500020 is lifted.

38. On March 19, 2019, I submitted a Motion to Dismiss which discussed Weston Fuller's fraudulent activity and disputed the presence of any mutual mistakes. I have included the hearing tapes here. (March 19, 2019 Hearing Audio 150500038 Part I; March 19, 2019 Hearing March 19, 2019 Hearing Audio 150500038 Part II; Audio 150500038 Part III).

39. On April 17, 2019, the Suite HOA (same thing as Legacy & Partners now) announced they are going to do an Amendment to our declaration of condos for the Suites at Zermatt and they are going to take a vote at our meeting scheduled

for April 27, 2019. In this Amendment of Declaration they are going to exclude from our common areas, the Spa, tennis court, pavilion, covered patio, concessions

40. September 9, 2019 hearing transcript motion to strike pleading and vexatious litigator issue.

41. On December 13, 2019 the order to declare Danesh Rahimi Vexatious by his co defendant was approved by Judge Brown.

42. On December 31, 2019 the final Judgement of Case 150500038 was done. My Motion to Dismiss which was under advisement also dismissed as such since this final judgement did not have any arguments nor analysis Judge Brown did not analyze any of my motions. My eviction process case 150500018 was never discussed since it's improper consolidation.

(7) A summary of the argument.

1. People's Court of justice actions were disgraceful and against the Rule of justice/law since this Guardian of Justice followed his friends recommendations and not the rule of the law. Rahimi believes his constitutional rights were violated by not letting possession of a property that he had title to. Rahimi is asking to retrial all of his ten cases.
2. Eviction process: The case was simple. I was the title holder and at the time there was no lawsuit. In the State of Utah and in the United States of America title holders have the right of possession, not title seeker: Ownership could go to

courts and be litigated and that is different then possession. Adverse possession laws also would not support the occupancy of David Butler.

3. The consolidation of Rahimi's eviction was done not following the rules of the law.
4. The complaint employing MCA placed Rahimi in a case as a defendant without plaintiffs and at the same side as his adversaries.
5. The entire complaint was done in bad faith, and was a big fraud done against the homeowners.
6. Griffin only looked at this case heuristically rather than analytically, as such Griffin only looked at one scenario for one period of time, and fell in the trap of mutual mistake.
7. Griffin failed to ask for any chain of titles as such the entire complaint became invalid. Even if we accept their complaints as valid, Rahimi's analysis of the facts and complaint found most of their statements of facts to be erroneous and disputed.
8. The shell game of Gerard and making the third floor to disappear was also another misrepresentation.
9. Ignoring the effects of Wasatch County's mistakes and negligence on all of the Plat F units was a huge mistake and very prejudicial by all three judges. AFCU, Perkins units, and all the contracts using Plat F need to go in front of a judge unit by unit.

10. Griffin did approve a “*group quiet title*” which is ok, but since it is not about the water rights nor mineral rights, the next step according to the law was to review each title individually.
11. The Mary Carter Agreement, although acceptable, needs careful attention especially when they are about fiction (“*group quiet title*”).
12. Undisputed facts need to be supported by evidence in this case and every other case, even fictional complaints.
13. There is a lot of criminality in this case that the judges have had blind eyes to like *bait and switch*.
14. Rule 56 needs to be followed very closely and should not be used for injustice for the reasons of judicial efficiency.
15. Preservation of the issues should not be considered as delays to court. Accusations supported by documents are not scandalous.
16. The premature summary judgement facts were 90% clearly erroneous, and their use of default judgement, *Res judicata* use totally against the law when it involves “*quiet title action*.”
17. “*Group quiet title*” cannot be executed if it is not about mineral nor water right.
Each chain of title needs to go in front of a judge.
18. Griffin's ruling was against the Rule of Justice/Law and as such needs to be reversed.
19. Judge Griffin used the ruling of Judge McVey and like Judge Brown whose main goal after departure of Judge Griffin was to support his ruling rather than justice.

20. Judge McVey made a big mistake when he did not get involved with Wasatch County's negligence so did not understand that breach of the contract with Perkins's units happened as soon as they sold his units as early as 2002, which was executed in 2006.
21. Judge McVey did not understand that he was ruling on a "*group quiet title*" since there were 23 units of homeowners involved.
22. Judge Brown's main goal, as she mentioned in the court, was that she was not going to change the ruling of Judge Griffin regardless of any findings of Rule of Justice/Laws, as such she was not there for justice anymore.
23. Brown did not understand that the next step in the summary judgement was to review the chain of titles.
24. Brown was wrong about "*group quiet title*," Rahimi's standing, not fixing recorded documents, not ruling on the two cases she put under advisement, and declaring Rahimi vexatious.
25. Rahimi should prevail and a special master needs to be assigned to correct all the injustices done.

(9) A claim for attorney fees.

(9) A claim for attorney fees. A party seeking attorney fees for work performed on appeal must state the request explicitly and set forth the legal basis for an award. It is very obvious that this part of the briefing is also prejudicial against *pro se* parties. As such, Rahimi believes that this requirement is written by the lawyers for the lawyers.

Based on Rahimi's EoJ, this is against the Rule of Justice, but not the Rule of the Law. It is prejudicial and not written by the people for the people. Rahimi believes anytime we come across these discrepancies between the Rule of the Justice and the rule of the law, the Guardians of Justice need to change the law to fulfill justice.

Rahimi and homeowners, due to extensive injustices, time and money spent, are asking to preserve this right for all the damages and are requesting a third party evaluation such as Rocky Mountain Advisory.

(10) A short conclusion.

Rahimi's relief is justice for homeowners and himself. The pathway to injustice has been so badly destroyed that it would be hard for any general Guardian of Justice to go back to justice. These scammers have been stealing for ten years by using: Favor from friends; correction of deed scam; illegal amendment; recording fraudulent quitclaim deed; trespassing; cheating title holders from their property possession; unfair rental pool; illegal and improper consolidation; writing fraudulent lawsuit using MCA creating defendant without plaintiff; illegal "*group quiet title*"; illegal "*group lis pendens*"; hundreds of default judgements in quiet title action; changing homeowners' chain of titles; lawsuits on behalf of homeowners and collecting the money for themselves; and changing declaration of condominiums to steal their common areas.

Due to multiple consolidations, multiple courts and multiple judges, Rahimi is requesting the Guardians of Justice to assign a Special Master to review this case. Rahimi's relief is the honorable retired Judge Colin Winchester to be the Special Master as he is an honest and just man, familiar with this case, and has the speciality needed to deal with this case. Rahimi's specific relief is for justice for himself and homeowners, plus for Guardians of Justice to close these kinds of injustices by changing the laws to fulfill the Rules of Justice, and to reverse the rulings on four lawsuits (150500038; 140500069; 130500020; and 180500092) in favor of justice for all.

(11) A certificate of compliance.

(A) paragraph (g), governing the number of pages or words (the filer may rely on the word count of the word processing system used to prepare the brief); and

(B) Rule 21, governing public and private records.

Certificate of Compliance with Rule Utah Rule of Appellate Procedure 24(a)(11)

Certificate of Compliance with Page or Word Limitation, Typeface Requirements, and Addendum Requirements

1. This brief complies with the type-volume limitation of Utah R. App. P. 24(g)(1) because:

this brief contains _____ [number of] pages, excluding the parts of the brief exempted by Utah R. App. P. 24(g)(2), or

this brief contains 14000 [number of] words, excluding the parts of the brief exempted by Utah R. App. P. 24(g)(2). This brief has been prepared using google doc / pdf files [name and version of word processing program].

2. This brief complies with the addendum requirements of Utah R. App. P. 24(a)(12) because the addendum contains a copy of:

any constitutional provision, statute, rule, or regulation of central importance cited in the brief but not reproduced verbatim in the brief;

the order, judgment, opinion, or decision under review and any related minute entries, findings of fact, and conclusions of law; and

[X] materials in the record that are the subject of the dispute and that are of central importance to the determination of the issues presented for review, such as challenged jury instructions, transcript pages, insurance policies, leases, search warrants, or real estate purchase contracts.

3. This brief complies with rule 21(g). N/A Revised February, 2020.

Filings containing other than public information and records. If a filing, including an addendum, contains non-public information, the filer must also file a version with all such information removed. Non-public information means information classified as private, controlled, protected, safeguarded, sealed, juvenile court legal, or juvenile court social, or any other information to which the right of public access is restricted by statute, rule, order, or case law.

/s/ Karen M. Siirola

Attorney's or Party's Name

October 5, 2020

Date

Certificate of Compliance with URAP 24(f)(1) Revised April 26, 2018

(12) An addendum.

Materials in the record that are the subject of the dispute and that are of central importance to the determination of the issues presented for review.

1. **ISSUE 39:** Rahimi finds improper documentations by the judges or the clerks in the dockets regarding their hearings, rulings, and amendments, and possibly illegal because it gives the impression of impropriety. (**judicial misconduct.**) Motion to Correct Docket Entry to Reflect Revoked Order, Reply to plaintiffs.
2. **ARGUMENTS 39:** Now that Rahimi is going to follow the EoJ, he understands that the Guardian of Justice is not only responsible for fulfillment of justice, but also the recording of how they are fulfilling justice. If the case goes to the Guardians of Justice, it would be unjust if judges or clerks can change or erase their recordings of their path to justice. Rahimi is requesting the Guardians of

Justice to make sure we have laws and guidance for our Guardians of Justice.

Standard of review, *de novo*. Pattiz v. Schwartz, 386 F.2d 300 (8th Cir. 1968)

3. THE UTAH COURT OF APPEALS

4. **ISSUE 40:** This court made a mistake by not reviewing Rahimi's request Rule 65(b), or his interlocutory appeals.
5. **ARGUMENTS 40:** Rahimi incurred injustice by a Guardian of Justice when his cases were consolidated without respecting the rule of the law, and even more unjust when he went to Guardians of Justice via Rule 65 (b) and interlocutory appeals. Hall v. Hall in the United States Guardians of Justice held:

“When one of several cases consolidated under Rule 42(a) is finally decided that decision confers upon the losing party the immediate right to appeal, regardless of whether any of the other consolidated cases remain pending.” Pp. 4–18.

Rahimi's question to the Guardians of Justice is this: Whose duty is it to know about this ruling, the person coming to Guardians of Justice or guardians themselves? *De novo* review.

6. Legacy/Partners as the main perpetrators of this case, filed a lawsuit on behalf of homeowners against their partner Oakland Construction Company 120500050. Also, they filed another case with a Mary Carter Agreement, with even the same lawyers defending both sides! This lawsuit did not include village unit owners.
7. Plaintiffs - ZERMATT RESORT, LLC,
THE SUITES AT ZERMATT OWNERS,
VILLAS AT ZERMATT OWNERS, LLC,
MIDWAY PROPERTIES GROUP, LLC,
LEGACY RESORTS, LLC,

VILLAS AT ZERMATT OWNERS, LLC.

8. Rahimi is a suite and villa owner, and like other homeowners were part of the plaintiffs. Plaintiffs prevailed in this case and collected Five Million Dollars (\$5,000,000.00) which was supposed to be paid to homeowners. Instead, the millions have gone to the pockets of Legacy and partners. HOA, Legacy's partners, is saying now although homeowners prevailed in their lawsuit, they are still responsible for replacing expensive and uninhabitable damages. 
9. Rahimi has involved this court with his new lawsuit, 209500106, which started with Legacy's partner, HOA. This is about OZR6007/OZR6A107 that they have possessed via the lawsuits 150500038, 140500081, 130500020, 140500069, and now trying to give to Rahimi. This unit, OZR6007/OZR6A107, is unusable and Rahimi has refused to trespass and to pay any HOA fee without assurance for legal liability. OZR6007/OZR6A107 has been in litigation as early as 2012 and as late as April 2019. Its ownership changed by an entry of a Summary Judgement of a "*group quiet title*" from Ken Patey to Rahimi. In this lawsuit, HOA claims that homeowners are responsible for construction defect damages including Rahimi as a new owner of a unit given to him by execution of a "*group quiet title*." Rahimi, based on the EoJ standard, believes this is injustice to homeowners and to him.
10. Rahimi believes that homeowners and himself to be victims of injustice. As such, they should show their injustices to the Appeal Court, or any Guardian of Justice.
11. Rahimi is sure that Legacy and partners are going to say that these cases are separate and they are all finished against the poor homeowners and himself.

Rahimi on the other hand with the EoJ standard, believes that as long as injustice comes upon victims of any courts, those cases are not finished, and it is the duty of the Guardians of Justice to make sure that Justice would prevail and no one is left behind.

12. Question for the Guardians of Justice: Do the Guardians of Justice think what is happening here is Justice for All?

13. Rahimi also has some suggestions for the Guardians of Justice about documentation of the court and recorder's office. Rahimi is showing the use of hyperlinks in the following documents: Docket for 209500106. As the case goes on, add audio tapes and transcripts if needed. Also the entries for different topics should be well defined, yet not responsible to the person electronically sending it. For example, Legacy and partners in the Docket for case 150500038 which has hundreds of default judgements, but it is only specific if they want it to be. Otherwise, the entry labels only show, "Default Judgement," and nothing more. Another entry might be only, "Notice to Intervene." Another suggestion is that the docket should be available, freely, to the people involved in the case. Guardians of Justice's recordkeeping should be detailed and specifically similar to physicians - no erasing, no changing of documents - only amendment.

14. Chain of titles should be specific as this one Rahimi provided for one of the Common areas with hyperlinks. Red Notes need to be protected by IT.

15. Rahimi also believes that the briefing requirements based on EoJ standards are unconstitutional because they discriminate against *pro se* parties. It is only written by the lawyers for the lawyers, not by the people for the people.
16. Rahimi also believes that the People's Court appeals based on EoJ standards are unconstitutional because they send the ruling of one guardian (judge) to another guardian, not guardians. Ability of people to defend themselves should not be limited monetarily. Everybody should be able to afford our legal system to prevent injustice.
17. Rahimi would love to expand his discussions here, but he has to go and shorten his Arguments.

Namaste 

Thank you for your time.

Dated: October 5, 2020.

/s/ Karen M. Siirola
Attorney for Appellant Dr. Danesh Rahimi

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document to be served via email on October 5, 2020, to the Utah Court of Appeals, and via email to be delivered to:

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Appendix

G

FILE

DEC 31 2019

4TH DISTRICT
STATE OF UTAH
WASATCH COUNTY

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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND
FOR WASATCH COUNTY, STATE OF UTAH

TROY KOHLER, *et al.*

Plaintiffs,
v.

KENNETH PATEY, *et al.*

Defendants.

[AP]
[Proposed] FINAL JUDGMENT

Case No. 150500038
(Consolidated 150500018)

Judge: Jennifer A. Brown

This dispute involves the parties' respective rights with regard to condominium units ("Units") in the hotel project (the "Hotel"), which is part of the Zermatt Resort in Midway, Utah. The conflicting claims to interests in the Units arise out of a numbering discrepancy between the original plat (Plat F) that was filed for the Hotel (which was based on a European numbering system for the Units that began with "000" on the first floor up through "404" on the fifth floor) and the numbers affixed to each Unit's door during construction of the Hotel (which were based on the American numbering system that began with "100" on the first floor up through "504" on

the fifth floor). The primary question presented by the parties' conflicting claims is whether, when Units were originally sold by the Hotel developer, the deeds to those Units conveyed title based on the Plat F numbering ("Unit Plat Numbers") or based on the numbers affixed to those Units' doors ("Unit Door Numbers").

The Court, having considered the parties' pleadings; stipulations; agreements; stipulated judgments; default judgments; summary judgment briefing, evidence, and oral argument; other motions, responses, evidence, and oral argument; and having resolved all claims and disputes presented between and among the parties, including issuing its Order Granting Motions for Summary Judgment on March 24, 2017 (the "Summary Judgment Order"), hereby enters Final Judgment as follows:

1. **IT IS ORDERED, ADJUDGED, AND DECREED** for the reasons explained in the Summary Judgment Order that fee simple title to the Units is vested by the Unit Door Numbers as reflected on Amended Plat F filed on June 17, 2010 in the Official Records of Wasatch County, Utah (Entry No. 360151) rather than by Unit Plat Numbers as reflected on the original Plat F filed on December 3, 2002 in the Official Records of Wasatch County, Utah (Entry No. 251358) in the individuals and entities identified as "OWNER(S)" in the chart immediately below and Paragraphs 2 through 41 of this Judgment, free and clear of any interest claimed by Kenneth Patey, Praia, LLC, Zermatt Resort, LLC, Fuller Heritage, LC, Trapnell & Associates, LLC,¹ or Palisade Holdings, LLC (or any successors or assigns of Kenneth Patey, Praia, LLC, Zermatt Resort, LLC, Fuller Heritage, LC, Trapnell & Associates, LLC, and Palisade Holdings, LLC):

¹ Trapnell & Associates, LLC succeeded to the interests of Praia, LLC and was substituted in this case as the real party in interest for Praia, LLC and Trapnell & Associates, LLC is bound by all orders entered before it was substituted for Praia, LLC.

UNIT DOOR NUMBER	UNIT PLAT NUMBER	OWNER(S)
<u>GROUND FLOOR UNITS</u>		
100	000	Legacy Resorts, LLC
101	001	Legacy Resorts, LLC
102	002	J & J Productions, LLC
103	003	Legacy Resorts, LLC
104	004	Richard D. Waite & Martha L. Waite
105	005	Troy A. Kohler & Michael L. Kohler
106	006	Mark Butler
107	007	Danesh Rahimi
108	008	Legacy Resorts, LLC
109	009	Legacy Resorts, LLC
110	010	Legacy Resorts, LLC
111	011	Legacy Resorts, LLC
115	015	DUB, LLC
116	016	Mark Lundquist and Leanne Lundquist, Co-Trustees, Mark and Leanne Lundquist Family Trust, dated August 1, 2001
117	017	Legacy Resorts, LLC
118	018	Legacy Resorts, LLC
119	019	David R. Adams and Anna M. Adams, Trustees of the Adams Family Living Trust, dated July 16, 2005
120	020	Mark Butler
121	021	Legacy Resorts, LLC

122	022	Richard D. Waite, Martha L. Waite, Marci Bargeron, Brandon Waite, and Troy Waite
123	023	June Mayer Morris, as trustee of The June Mayer Morris Living Trust, dated December 24, 1993
124	024	Legacy Resorts, LLC
125	025	Eckersley, LLC
126	026	Paul W. D'Anna and Lee J. D'Anna, Co-Trustees of the D'Anna Revocable Trust, dated March 4, 2005
127	027	Howard N. Sorensen and Lisa A. Sorensen, Trustees, under The Howard and Lisa Sorensen Family Trust dated November 19, 2015
128	028	Max W. Swenson and Donna M. Swenson
129	029	John R. Siddoway & Judith I. Siddoway
130	030	M. Richard Walker & Kathleen H. Walker Co-Trustees of the M. Richard Walker and Kathleen H. Walker Family Trust, dated June 20th, 2004
131	031	MCP Holdings, Inc.

132	032	Gordon & Tanya Roylance (3/12 th undivided interest), V. Robert & Judy M. Peterson (1/12 th undivided interest), Steven & Merrianne Monson (1/12 th undivided interest), Derrick & Alexandria Raynes (1/12 th undivided interest), John Bleazard (2/12 th undivided interest), David Young (3/12 th undivided interest), Eugene Martinez (1/12 th undivided interest)
133	033	Max W. Swenson and Donna M. Swenson
134	034	Marilyn D. Hall (50%) and L. Ann Krulic, Trustor and Trustee of The Krulic Living Trust, Dated May 8, 2006 (50%)
135	035	Mountain West IRA, Inc. FBO Mark Butler IRA
136	036	Neil Craig
137	037	Joel P. Dehlin
138	038	Burkton Real Estate, LLC
UNIT DOOR NUMBER	UNIT PLAT NUMBER	OWNER(S)

SECOND FLOOR UNITS

200	100	Legacy Resorts, LLC
201	101	Legacy Resorts, LLC
202	102	Legacy Resorts, LLC
203	103	Legacy Resorts, LLC

204	104	Legacy Resorts, LLC
205	105	Legacy Resorts, LLC
206	106	June Mayer Morris, as trustee of The June Mayer Morris Living Trust, dated December 24, 1993
207	107	David Butler
208	108	TMO and Family, LLC
209	109	Eckersley, LLC
210	110	Mark Butler
211	111	Samuel J. Martone and Laurie M. Martone as Trustees of the Samuel J. Martone and Laurie M. Martone Living Trust Dated October 15, 2013
215	115	Fung 401K PSP
216	116	Michael Braman
217	117	Legacy Resorts, LLC
218	118	Legacy Resorts, LLC
219	119	Mark E. Rinehart
220	120	Howard N. Sorensen and Lisa A. Sorensen, Trustees, under The Howard and Lisa Sorensen Family Trust dated November 19, 2015
221	121	Legacy Resorts, LLC
222	122	Craig Smith & Jill Smith
223	123	Mark E. Rinehart
224	124	Legacy Resorts, LLC
225	125	Legacy Resorts, LLC
226	126	AN-D'RUE Holdings, LLC
227	127	Legacy Resorts, LLC

228	128	DUB, LLC
229	129	Robert D. Morris & Heidi L. Morris
230	130	T & L Whitaker Investment, Ltd.
231	131	Eckersley, LLC
232	132	Thomas E. Niederee & Laurie A. Niederee
233	133	Ralph Richard Steinke and Susan C. Steinke
234	134	Scott Loomis, Successor Trustee of The Craig R. Loomis Insurance Trust, dated March 14, 1996
235	135	Jody A. Kimball
236	136	Christopher K. Price
237	137	Ben's Future Freedom, LLC
238	138	Legacy Resorts, LLC
UNIT DOOR NUMBER	UNIT PLAT NUMBER	OWNER(S)

THIRD FLOOR UNITS

300	200	Legacy Resorts, LLC
301	201	Legacy Resorts, LLC
302	202	Legacy Resorts, LLC
303	203	Legacy Resorts, LLC
304	204	Legacy Resorts, LLC
305	205	Legacy Resorts, LLC
306	206	Legacy Resorts, LLC
307	207	Legacy Resorts, LLC

308	208	Legacy Resorts, LLC
309	209	Legacy Resorts, LLC
310	210	Legacy Resorts, LLC
311	211	Legacy Resorts, LLC
315	215	Legacy Resorts, LLC
316	216	Legacy Resorts, LLC
317	217	Legacy Resorts, LLC
318	218	Legacy Resorts, LLC
319	219	Legacy Resorts, LLC
320	220	Legacy Resorts, LLC
321	221	Legacy Resorts, LLC
322	222	Legacy Resorts, LLC
323	223	Legacy Resorts, LLC
324	224	Legacy Resorts, LLC
325	225	Legacy Resorts, LLC
326	226	Legacy Resorts, LLC
327	227	Legacy Resorts, LLC
328	228	Legacy Resorts, LLC
329	229	Legacy Resorts, LLC
330	230	Legacy Resorts, LLC
331	231	Legacy Resorts, LLC
332	232	Legacy Resorts, LLC
333	233	Legacy Resorts, LLC

334	234	Legacy Resorts, LLC
335	235	Legacy Resorts, LLC
336	236	Legacy Resorts, LLC
337	237	Legacy Resorts, LLC
338	238	Legacy Resorts, LLC
341	241	Legacy Resorts, LLC
344	244	Legacy Resorts, LLC
UNIT DOOR NUMBER	UNIT PLAT NUMBER	OWNER(S)

FOURTH FLOOR UNITS

400	300	Legacy Resorts, LLC
401	301	Legacy Resorts, LLC
402	302	Legacy Resorts, LLC
403	303	Legacy Resorts, LLC
404	304	Legacy Resorts, LLC
405	305	Legacy Resorts, LLC
406	306	Legacy Resorts, LLC
407	307	Legacy Resorts, LLC
408	308	Legacy Resorts, LLC
409	309	Legacy Resorts, LLC
410	310	Legacy Resorts, LLC
411	311	Legacy Resorts, LLC
415	315	Legacy Resorts, LLC

416	316	Legacy Resorts, LLC
417	317	Legacy Resorts, LLC
418	318	Legacy Resorts, LLC
419	319	Legacy Resorts, LLC
420	320	Legacy Resorts, LLC
421	321	Legacy Resorts, LLC
422	322	Legacy Resorts, LLC
423	323	Legacy Resorts, LLC
424	324	Legacy Resorts, LLC
425	325	Legacy Resorts, LLC
426	326	Legacy Resorts, LLC
427	327	Legacy Resorts, LLC
428	328	Legacy Resorts, LLC
429	329	Legacy Resorts, LLC
430	330	Legacy Resorts, LLC
431	331	Legacy Resorts, LLC
432	332	Legacy Resorts, LLC
433	333	Legacy Resorts, LLC
434	334	Legacy Resorts, LLC
435	335	Legacy Resorts, LLC
436	336	Legacy Resorts, LLC
437	337	Legacy Resorts, LLC
438	338	Legacy Resorts, LLC

440	340	Legacy Resorts, LLC
441	341	Legacy Resorts, LLC
442	342	Legacy Resorts, LLC
443	343	Legacy Resorts, LLC
444	344	Legacy Resorts, LLC
445	345	Legacy Resorts, LLC
446	346	Legacy Resorts, LLC
447	347	Legacy Resorts, LLC
UNIT DOOR NUMBER	UNIT PLAT NUMBER	OWNER(S)
<u>FIFTH FLOOR UNITS</u>		
501	401	Legacy Resorts, LLC
502	402	Legacy Resorts, LLC
503	403	Legacy Resorts, LLC
504	404	Legacy Resorts, LLC

2. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the following described real property is quieted in David R. Adams and Anna M. Adams, Trustees of the Adams Family Living Trust, dated July 16, 2005:

Unit 119 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 019, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in

Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

3. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the following described real property is quieted in AN-D'RUE Holdings, LLC:

Unit 226 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 126, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

AN-D'RUE Holdings, LLC's interest in the foregoing Unit 226 is subject to, if any is continuing, of the beneficiary of that certain Deed of Trust filed on May 24, 2006, in the Official Records of Wasatch County, Utah (Entry No. 301953).

4. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Ben's Future Freedom, LLC:

Unit 237 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 137, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

5. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in J & J Productions, LLC:

Unit 102 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 002, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest

in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

6. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the following described real property is quieted in Michael Braman:

Unit 216 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 116, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

7. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the following described real property is quieted in Burkton Real Estate, LLC:

Unit 138 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 038, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

8. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the following described real property is quieted in David Butler:

Unit 207 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 107, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in

Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

9. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Mark Butler:

Units 106, 120, and 210 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite Nos. 006, 020, and 110, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

10. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in June Mayer Morris, as trustee of The June Mayer Morris Living Trust, dated December 24, 1993:

Units 123 and 206 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of

Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite Nos. 023 and 106, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

11. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Neil Craig:

Unit 136 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 036, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended),

recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

12. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Paul W. D'Anna and Lee J. D'Anna, Co-Trustees of the D'Anna Revocable Trust, dated March 4, 2005:

Unit 126 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 026, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

13. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Joel P. Dehlin:

Unit 137 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 037, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest

in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

14. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in DUB, LLC:

Units 115 and 228, of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite Nos. 015 and 128, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

DUB, LLC's interest in the foregoing Unit 228 is subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on May 17, 2006,

in the Official Records of Wasatch County, Utah (Entry No. 301627) and that certain Deed of Trust filed on May 17, 2006, in the Official Records of Wasatch County, Utah (Entry No. 301628).

15. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Eckersley, LLC:

Units 125, 209, and 231 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite Nos. 025, 109, and 131 of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

16. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Fung 401K PSP:

Unit 215 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 115, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the

Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

17. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Marilyn D. Hall (50%) and L. Ann Krulic, Trustor and Trustee of The Krulic Living Trust, dated May 8, 2005 (50%):

Unit 134 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 034, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

18. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Jody A. Kimball:

Unit 235 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 135, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

Jody A. Kimball's interest in the foregoing Unit 235 is subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on December 21, 2007, in the Official Records of Wasatch County, Utah (Entry No. 329990).

19. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted Troy A. Kohler and Michael L. Kohler:

Unit 105 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 005, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the

Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

20. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the following described real property is quieted in Scott Loomis, Successor Trustee of The Craig R. Loomis Insurance Trust, dated March 14, 1996:

Unit 234 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 134, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

21. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the following described real property is quieted in Mark Lundquist and Leanne Lundquist, Co-Trustees, Mark and Leanne Lundquist Family Trust, dated August 1, 2001:

Unit 116 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 016, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

Mark Lundquist and Leanne Lundquist, Co-Trustees, Mark and Leanne Lundquist Family Trust, dated August 1, 2001's interest in the foregoing Unit 116 is subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on June 2, 2006, in the Official Records of Wasatch County, Utah (Entry No. 302509).

22. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the following described real property is quieted in Samuel J. Martone and Laurie M. Martone as Trustees of the Samuel J. Martone and Laurie M. Martone Living Trust dated October 15, 2013:

Unit 211 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-

644 (and formerly identified as Suite No. 111, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

23. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in MCP Holdings, Inc.:

Unit 131 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 031, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended),

recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

24. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Robert D. Morris and Heidi L. Morris:

Unit 229 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 129, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

25. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Mountain West IRA, Inc. FBO Mark Butler IRA:

Unit 135 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 035, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at

Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

Mountain West IRA, Inc. FBO Mark Butler IRA's interest in the foregoing Unit 135 is subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on May 12, 2006, in the Official Records of Wasatch County, Utah (Entry No. 301401) and that certain Deed of Trust filed on September 1, 2006, in the Official Records of Wasatch County, Utah (Entry No. 306991).

26. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Thomas E. Niederee and Laurie A. Niederee:

Unit 232 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 132, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended),

recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

27. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Christopher K. Price:

Unit 236 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 136, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

Christopher K. Price's interest in the foregoing Unit 236 is subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on May 26, 2006, in the Official Records of Wasatch County, Utah (Entry No. 302209).

28. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Danesh Rahimi:

Unit 107 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 007, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the

Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

29. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Mark E. Rinehart:

Units 219 and 223 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite Nos. 119 and 123, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

30. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the following described real property is quieted in Gordon and Tanya Roylance (3/12th undivided interest), V. Robert and Judy M. Peterson (1/12th undivided interest), Steven and Merrianne Monson (1/12th undivided interest), Derrick & Alexandria Raynes (1/12th undivided interest), John Bleazard (2/12th undivided interest) David Young (3/12th undivided interest), and Eugene Martinez (1/12th undivided interest):

Unit 132 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 032, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

Gordon and Tanya Roylance's interest in the foregoing Unit 132 is subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on January 20, 2010, in the Official Records of Wasatch County, Utah (Entry No. 356277).

31. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in John R. Siddoway and Judith I. Siddoway:

Unit 129 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 029, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

John R. Siddoway's and Judith I. Siddoway's interests in the foregoing Unit 129 are subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on June 2, 2006, in the Official Records of Wasatch County, Utah (Entry No. 302559).

32. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Craig Smith and Jill Smith:

Unit 222 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 122, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest

in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

Craig Smith's and Jill Smith's interests in the foregoing Unit 222 is subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on April 5, 2010, in the Official Records of Wasatch County, Utah (Entry No. 358290).

33. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Howard N. Sorensen and Lissa A. Sorensen, Trustees, under The Howard and Lissa Sorensen Family Trust dated November 19, 2015:

Units 127 and 220 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite Nos. 027 and 120, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants,

Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

34. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Ralph Richard Steinke and Susan C. Steinke:

Unit 233 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 133, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

Ralph Richard Steinke's and Susan C. Steinke's interests in the foregoing Unit 233 is subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on May 26, 2006, in the Official Records of Wasatch County, Utah (Entry No. 302202).

35. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Max W. Swenson and Donna M. Swenson:

Units 128 and 133 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at

Pages Nos. 535-644 (and formerly identified as Suite Nos. 028 and 033, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

36. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in T & L Whitaker Investment, Ltd.:

Unit 230 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 130, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended),

recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

37. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in TMO and Family, LLC:

Unit 208 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 108, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

38. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Richard D. Waite and Martha L. Waite:

Unit 104 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 004, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at

Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

Richard D. Waite's and Martha L. Waite's interests in the foregoing Unit 104 is subject to the interest, if any is continuing, of the beneficiary of that certain Deed of Trust filed on April 20, 2007, in the Official Records of Wasatch County, Utah (Entry No. 319063)

39. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Richard D. Waite, Martha L. Waite, Marci Bargeron, Brandon Waite, and Troy Waite:

Unit 122 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 022, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended),

recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

40. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in M. Richard Walker and Kathleen H. Walker Co-Trustees of the M. Richard Walker and Kathleen H. Walker Family Trust, dated June 20, 2004:

Unit 130 of Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite No. 030, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

41. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the following described real property is quieted in Legacy Resorts, LLC:

Units 100, 101, 103, 108, 109, 110, 111, 117, 118, 121, 124, 200, 201, 202, 203, 204, 205, 217, 218, 221, 224, 225, 227, 238, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 341, 344, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 440, 441, 442, 443, 444, 445, 446, 447, 501, 502, 503, and 504 of

Hotel de Baer Zermatt Resort, Plat F (Amended), a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record June 17, 2010, Entry No. 360151 in Book 1016 at Pages Nos. 535-644 (and formerly identified as Suite Nos. 000, 001, 003, 008, 009, 010, 011, 017, 018, 021, 024, 100, 101, 102, 103, 104, 105, 117, 118, 121, 124, 125, 127, 138, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 241, 244, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 340, 341, 342, 343, 344, 345, 346, 347, 401, 402, 403, and 404, of Zermatt Resort, Barren Suite, Plat F, a Utah Condominium Project, Midway City, Wasatch County, according to the Record of Survey Map filed for record December 3, 2002, Entry No. 251358 in Book 591 at Page 188), together with an appurtenant undivided ownership interest in the Common Areas and Facilities, all of which is defined and described in the Declaration of Covenants, Conditions and Restrictions for the Barren Suites at Zermatt Resort recorded as Entry No. 273229 in Book 703 at Page 406 and re-recorded with Affidavit July 16, 2004, as Entry No. 273283 in Book 703 at Page 691, Amended Declaration recorded October 20, 2005, as Entry No. 290749 in Book 797 at Page 65, and Amendment Declaration recorded January 31, 2006, as Entry No. 295973 in Book 825 at Page 773 of official records. TOGETHER with an exclusive easement to use the "Limited Common Areas," all as set forth in the Record of Survey Map and/or in the Declaration of Covenants, Conditions, and Restrictions pursuant to The Hotel Der Baer at Zermatt Resort Plat "F" (Amended), recorded with the Wasatch County Recorder's Office on June 17, 2010, as Entry No. 360151, in Book 1016, at Page Nos. 535-644.

Legacy Resorts, LLC's interests in the foregoing Units 100, 101, 103, 108, 109, 110, 111, 117, 118, 121, 124, 200, 201, 202, 203, 204, 205, 217, 218, 221, 224, 225, 227, 238, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 341, 344, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 440, 441, 442, 443, 444, 445, 446, 447, 501, 502, 503, and 504 are subject to the interest, if any is continuing, of the beneficiary of that certain Term Loan Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing filed on May 18, 2010 in the Official Records of Wasatch County, Utah (Entry No. 359421).

42. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that, except as set forth herein, any and all interests in the Units adverse to those set forth herein that are claimed or asserted by any party to this action, or through or under any such party, are invalid, ineffective, and of no force and effect regardless of when the alleged interest was created or arose and regardless of whether any document purporting to evidence such adverse claim or interest has been filed in the Official Records of Wasatch County, Utah.

43. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that all of the counterclaims and cross-claims of Kenneth Patey, Praia, LLC, Zermatt Resort, LLC, Fuller Heritage, LC, Trapnell & Associates, LLC, Danesh Rahimi, and Palisade Holdings, LLC are DISMISSED WITH PREJUDICE.

44. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this Final Judgment finally disposes of all parties and all claims asserted herein, all relief not expressly granted herein is DENIED, and all attorneys' fees and expenses and costs of Court are taxed against the parties incurring them.

IT IS SO ORDERED.

-----END OF ORDER-----

Dated 12/31/19

By the Court
Jennifer L. Brown
District Court Judge.

Approved as to Form:

/s/ Matthew G. Grimmer*

Matthew G. Grimmer
GRIMMER & ASSOCIATES
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Lehi, UT 84043
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Fuller Heritage, L.C., and Zermatt Resort LLC*

/s/ Rod N. Andreason*

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/s/ Benjamin D. Johnson*

Benjamin D. Johnson
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Salt Lake City, UT 84121
Attorney for Defendant David Butler

**Electronically signed by submitting attorney with permission of counsel.*

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 150500038 by the method and on the date specified.

EMAIL: DANESH RAHIMI daneshrahimim@gmail.com
EMAIL: ROD ANDREASON RANDREASON@KMCLAW.COM
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12/31/2019

/s/ TAMERA ANDERSON

Date: _____

Signature

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Attorneys for Plaintiffs

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND
FOR WASATCH COUNTY, STATE OF UTAH

TROY KOHLER, et al.

Plaintiffs,
v.

KENNETH PATEY, et al.

Defendants.

ORDER GRANTING MOTIONS FOR SUMMARY JUDGMENT

Case No. 150500038
(Consolidated 150500018)

Judge: Roger W. Griffin

On January 26, 2016, the Court heard oral argument on Plaintiffs' Motion for Summary Judgment Regarding Unit Door Numbers 129, 131, and 235 (the "Three Unit Motion"). On November 15, 2016, the Court heard oral argument on Plaintiffs' Motion for Summary Judgment filed on May 26, 2016 (the "Global Motion"), Legacy Resorts, LLC's Motion for Summary Judgment Re Quiet Title Claim (the "Legacy Motion"), and the Motion for Summary Judgment filed by Gordon and Tonya Roylance (the "Roylance Motion"). Please identify Gordon and Tonya Roylance and Legacy as Defendants.

At the November 15, 2016 hearing, Plaintiffs were represented by Don Colleluori, Amanda Sotak, and Phillip Russell; Defendant Legacy Resorts, LLC ("Legacy") was represented by Rod Andreason; Defendants Gordon and Tonya Roylance (the "Roylances") were represented by Bradley Tilt; Defendant David Butler was represented by Benjamin Johnson; Defendants Kenneth Patey ("Patey"), Praia, LLC ("Praia"), Zermatt Resort, LLC ("Zermatt") and Fuller Heritage, LLC ("Fuller Heritage") (collectively, the "Patey Defendants") were represented by Matthew Grimmer and Jacob Davis; and Defendant Dr. Danesh Rahimi ("Rahimi") Defendant represented himself pro se.

The Court, having reviewed the Three Unit Motion, the Global Motion, the Defendants Legacy Motion, and the Roylance Motion (collectively, the "Motions"), as well as Praia's Motion to Strike Declaration of Weston Fuller, Praia's Motion to Strike Affidavit of Robert Fuller, and Praia's Rule 56(d) Motion for Relief, together with all responses to the foregoing motions, the summary judgment evidence, the briefing submitted by the parties, the stipulated judgments on file herein, and the oral arguments of counsel, and, finding that there are no genuine issues of material fact and that movants are entitled to judgment as a matter of law, rules as follows: Defendant Danesh Rahimi's motions need to be addressed before final decision. Danesh Rahimi was not involved with Praia's Motion.

FACTUAL AND PROCEDURAL BACKGROUND

This dispute involves the parties' respective rights with regard to condominium units ("Units") within the hotel that comprises Plat F of the Zermatt Resort in Midway, Utah ("Hotel").

The claims made by Plaintiffs, Legacy (DEFENDANT), the Roylances, and Butler (ALSO DEFENDANTS) on the one hand, and the claims made by the Patey Defendants and Rahimi on the other hand, revolve around the issue of whether—when some of the Units at issue were originally sold in (pre sold 2002-2005) 2006 (the "Privately Owned Units")—the intention was to convey Units based on the American numbering system (in which units are numbered beginning with "100" on the first floor, up through "504" on the fifth floor), as set forth on the doors of the units in question and reflected on Amended Plat F for the Hotel filed in the Official Records of Wasatch County, Utah on June 17, 2010 ("Unit Door Numbers"), or to sell Units based on the European numbering system (in which units are numbered beginning with "000" on the first floor (basement), up through "404" on the fifth floor (fourth floor)), as reflected on the original Plat F for the Hotel Property filed in the Official Records of Wasatch County, Utah on December 3, 2002 ("Unit Plat Numbers").

In the Motions, Plaintiffs, DEFENDANTS Legacy, the Roylances, and Butler seek an order quieting title in certain Units to certain owners, as set forth in the Order below.

The Patey Defendants and DEFENDANT Rahimi oppose the Motions, asserting ownership of some of the same Units as Plaintiffs, DEFENDANTS Legacy, the Roylances, and Butler, and asserting that some of the owners own different Units than are claimed by Plaintiffs, DEFENDANTS Legacy, the Roylances, and Butler. Plaintiffs, DEFENDANTS Legacy, the Roylances, and Butler assert that the Units were conveyed pursuant to the American numbering system, corresponding with the Unit Door Number. The Patey Defendants and DEFENDANT Rahimi assert that the Units were conveyed pursuant to the European numbering system, corresponding to the Unit Plat Number. THIS IS NOT ACCURATE AND SHOULD SAY: The Patey Defendants and DEFENDANT Rahimi assert that the Units were conveyed (AND COULD ONLY BE CONVEYED BY RECORDED DOCUMENTS NOT BY ANY NUMBERING SYSTEM EUROPEAN NOR AMERICAN and there are different scenarios depending on when the units were

sold. Also of importance is that the Amendment 2010 did not exist in 2006.) European numbering system, corresponding to the Unit Plat Number.

UNDISPUTED FACTS

The undisputed material facts set forth below are distilled from the above-listed filings.

A. Background.

1. On December 3, 2002, Robert Fuller, the manager of Zermatt and developer of the Zermatt Resort and Hotel, filed Plat F on behalf of Zermatt.
2. PlatF describes a five-story “Hotel Barren” with 158 total units. Each unit number has three digits and begins with “000” on the first floor, (wrong, basement floor) “100” on the second floor, (wrong, first floor) and so on through “404” on the fifth floor (referred to herein as “Unit Plat Numbers”).
3. PlatF describes the first floor (wrong, basement floor) as having 36 regular units, numbered 000-038 (excluding 012-014).
4. PlatF describes the second floor (wrong, first floor) as having 36 regular units, numbered 100-138 (excluding 112-114).
5. Zermatt originally intended to sell 50 of the 72 units on the first and second floors, (wrong, basement and first floor) retaining 22.

6. On September 30, 2005, Robert Fuller, as Managing Member of Zermatt, executed a Trust Deed Note ("Perkins Note") in the amount of \$6 million to George W. Perkins, Jr. ("Perkins"). All based on plat F 2002.

7. On September 27, 2005, Perkins filed a Second Deed of Trust ("Perkins DOT"). All based on plat F 2002.

8. The Perkins DOT took a security interest in the Plat F property (which is the Hotel), but expressly excluded 46 of the Privately Owned Units. The Perkins DOT lists the 48 excluded units by their Unit Plat Numbers, beginning with 002 and ending with 138. (Again properties sold to owners transferred by recorded documents not numbers so you need to pull out all the recorded document and exclude them. That is why group summary Judgment only applies to water rights.) All based on plat F 2002.

B. Sales of the Privately Owned Units. Started 2002.

9. During 2006, the buyers of the Privately Owned Units closed their purchase contracts (which started in 2002) and each paid Zermatt a six-figure sum for their particular unit. These included the sales for period 2002- 2006 like Darwin Johnson and Peter & Stephanie Johnson based on Plat F.

10. Plaintiffs (or defendants) are either original buyers or grantees through the original buyers of the Privately Owned Units.

Many of them are the one without title hostage to First American Title Insurance Company to get any unit like Karen Nellist.

11. By 2006, Zermatt had decided to rename the Hotel from "Barren" (the name in Plat F 2002) to "Der Baer."

12. Also by 2006, the Unit Plat Numbers from Plat F had been abandoned in (some not every) every aspect of the Hotel development, as evidenced by the undisputed facts set forth below.

False, my facts with documents show exactly the opposite of what your facts say. It was Fuller's misunderstanding and Wasatch Counties negligence that caused all the problems. Weston and Robert Fuller later on lied about this to protect themselves. Between 2002-2007 The Unit Plat Numbers from Plat F were used in

every aspect of the Hotel development, including construction, sales, purchase contracts, deeds, except Weston Fuller and his map which was using physical door numbering and his idea of who owned what. See 306033 MECHANIC LIEN AND RELEASE 308876,
300876, 302065, 300937, 302013, 298060, 300173, 305941, 308585, 309585,
305018.

13. The Hotel construction was completed in 2006 and used numbers beginning with numbers "100" on the first floor, (wrong, basement floor) "200" on the second floor (wrong, first floor) and so on through "504" for all five stories of the Hotel (i.e., numbers 100 greater than stated on Plat F for each respective Unit), and the construction company installed the corresponding Unit Door Numbers on the door for each Hotel unit. Construction company followed orders of Founder Robert Fuller irrelevant fact since the Wasatch County Assessor needed to inspect and assign addresses but Failed to do so caused the entire confusion no mutual mistakes

14. Zermatt set aside 50 units on the first and second floors (wrong, basement and first floor) of the Hotel; once construction was complete in 2006, Zermatt executed deeds to the 48 Privately Owned Units. Only the Privately Owned Units were constructed with kitchenettes. This untrue statement should say only basement and first floor had kitchenettes.

15. Two large, poster-sized maps of the first and second floors (wrong, basement and first floor based on plat F 2002 unless Weston Fuller not familiar with plat F called basement floor first floor otherwise this was not changed until illegal Legacy's Amendment) were used in the Zermatt sales office. These maps showed unit numbers beginning with "100" on the first floor (wrong, basement floor) and "200" on the second floor; (wrong, first floor) there were no maps or sales of units on floors three through five (wrong, two through four floor) .

16. Zermatt made no reference to the Unit Plat Numbers in any of the sales presentations or tours of the Hotel.

False. See, Weston Fuller lies see my motion. Only true between 2006-2009 or 2010.

17. Robert Fuller, who conceived and founded the Zermatt Resort, testified:
Q. And -- and so when Zermatt Resort was selling to private owners, it sold by the door number on each door rather than the numbers used on the plat; correct?
A. Well, it turns out that that was correct. I -- I hesitate to say that -- that because we -- not having that plat in front of us all the time, we, I don't think at the time, realized there was a -- a conflict. But we became aware of it. So you're correct. That is how it was sold. False. Weston and his father were the ones that changed REPCs. See, Weston Fuller lies in my motion

18. Robert Fuller's son, Weston Fuller, represented Zermatt as a listing agent for the Hotel Units, and was a manager of Zermatt with authority to execute real estate purchase contracts and deeds. In his May 13, 2016 declaration filed in support of the Global Motions, Weston Fuller unequivocally states that Zermatt intended to sell each of the Privately Owned Units on the first and second floors of the Hotel by reference to the Unit Door Number reflected on these sales office maps and physically affixed to each door.

False, Weston Fuller was issuing keys and operating the hotel unit based on his map and initially misunderstanding and negligence then after take over of legacy changed to lies. See, Weston fuller lies in my motion.

19. Likewise, Zermatt delivered all of the 2006 real estate purchase contracts (the "REPCs") and 2006 deeds for the Privately Owned Units (the "2006 Deeds" and each a "2006 Deed") using the Unit Door Number to describe what Zermatt intended to sell. False. See, Weston Fuller lies in my motion

20. To the extent any Plaintiff PLEASE ADD OR DEFENDANTS toured the property prior to the purchase of any of the Privately Owned Units, they were shown, and in some cases even stayed in, units identified by Unit Door Numbers. Not true for the ones who signed REPC IN 2005 or before. Only true for the period of 2006-2010 before the illegal mendment and correction of deeds.

21. In every instance, the buyers intended to purchase their Privately Owned Units by reference exclusively to Unit Door Number. False not pre sold units based on plat F, nor buyers like me which were victims of bait and switch since by this time everybody was aware of the mistakes of Wasatch County.

22. At all times subsequent to the 2006 purchase of the Privately Owned Units, the person(s) named in each 2006 Deed (or their successors) continuously maintained their exclusive right to occupy and control the Unit Door Number set forth in that deed. False these were hotel units and Weston Fuller as the manager was the person making these decisions. See, Weston fuller lies in my motion.

23. Plaintiffs ,AND DEFENDANTS and their predecessors in title occupied only the Unit Door Number set forth in the 2006 Deed that is the foundation of their title when staying on the Hotel premises.

False see, Weston fuller lies in my motion.

24. The rest of the time, Plaintiffs and their predecessors shared rent with Zermatt for only the Unit Door Number set forth in the 2006 Deed that is the foundation of their title.

THIS IS PARTIALLY TRUE BESIDES AFTER LEGACY'S TAKEOVER THERE WAS NO SHARING OF RENTS SINCE THEY WERE ONLY RENTING THEIR OWN ROOM. ALSO I HAVE NOT BEEN SHARING ANYTHING WITH THEM AND WAS A VICTIM OF BAIT AND SWITCH AND HAS NOT HAD ANY UNIT SINCE 2014.

25. Zermatt restricted access to each Privately Owned Unit exclusively to the person identified in the 2006 Deed for that particular Unit Door Number, unless the person was a hotel guest paying nightly rental.

False, based on Weston's idea of who owned what which was totally against the CCNRS.see Weston fuller lies in my motion.

26. Hotel guest rent for Privately Owned Units was shared exclusively with the owner identified in the 2006 Deed for that Unit Door Number.

Before Legacy's takeover there was a fair rental pool AFTER LEGACY'S TAKEOVER THERE WAS NO SHARING OF RENTS SINCE THEY WERE ONLY RENTING THEIR OWN ROOM. ALSO I HAVE NOT BEEN SHARING ANYTHING WITH THEM AND WAS A VICTIM OF BAIT AND SWITCH AND HAS NOT HAD ANY UNIT SINCE 2014.

27. In addition, the Home Owners' Association ("HOA") communications, statements, voting and expenses were all done by reference to Unit Door Number, and each Plaintiff and their predecessor participated in the HOA (e.g., receiving communications, paying expenses, and voting) by the Unit Door Number set forth in the 2006 Deeds.

HOA WAS NOT FOLLOWING CC&RS AND I HAVE NOT HAD ANY UNITS AND HAVE REFUSED TO TRESPASS SINCE I FOUND OUT ABOUT THEIR SCAM AND THEIR BAIT AND SWITCH AND THAT IS WHY MY STACK NEEDS TO BE REVIEWED PER LAW. THIS WAS WESTON FULLERS MISTAKE LATER ON SCAM FOR HIS AND HIS FATHER ASSET PROTECTION. SEE, Weston Fuller lies, motion on pleading.

28. Like the other purchasers of the Privately Owned Units, Rahimi admits that, before buying a Unit in 2012, he saw an advertisement for Unit Door Number 107 and looked at a Unit on the ground floor with 107 on the door. Rahimi received HOA communications for Unit Door 107, and the only HOA dues he has ever paid were for Unit Door 107. He and his designated guests have stayed in Unit Door Number 107 and when he has stayed at the Hotel he has only ever been granted access to Unit Door Number 107.

OUT OF CONTENT I AM VICTIM OF BAIT AND SWITCH IN 2013 BY MOUNTAIN LAND REAL ESTATE AGENCY , FIRST AMERICAN TITLE INSURANCE COMPANY, MARK BUTLER, DAVID BUTLER, WESTON FULLER AND LEGACY. Since my discovery of their scam I have had no units and have not paid any HOA fees nor have had any unit.motion on pleading, Jay's 227 emails

29. On November 8, 2006, Zermatt executed a \$16.5 million promissory note to America First Federal Credit Union ("AFCU Note"), secured by a November 17, 2006, AFCU Deed of Trust ("AFCU DOT").

THESE NOTES ARE ALL BASED ON PLAT F 2002 AND ARE AFFECTED AND NEED TO GO IN FRONT OF A JUDGE UNIT BY UNIT.

30. The AFCU DOT includes a security interest in the Hotel, using Unit Door Numbers, not Unit Plat Numbers (i.e., beginning with 100 and ending with 504). Moreover, the AFCU DOT excludes the Unit Door Numbers for all of the Privately Owned Units.

I AM SURE AFCU DOES NOT TRANSFER OR LEAN BASED ON ROOM NUMBERS. IF THEY DO THEN IT IS NOT VALID.

31. Robert Fuller testified that the AFCU DOT legal description used Unit Door Numbers, and that the Privately Owned Units were excluded:

Q. And if we look at the legal description of the security on this instrument, . . . it's the page that has a SO_BELL182 for the identifying number on there. That identifies, in this case, the units in Plat F which, again, is the hotel . . . Now, this time the unit numbers begin with 100 and end in 504; correct?

A. Correct.

Q. So that makes it clear that in this instrument unit door numbers rather than plat numbers were used to identify the security; correct?

MR. GRIMMER: Objection. Foundation.

THE WITNESS: Yeah, but -- yes. That's 100 through 500, so yeah.

Q. At least it was your intent in giving a security interest to AFCU to exclude the privately owned units?

A. That is correct. That was our intent.

Yes it was his intent but he sold the private units and collected money for them but he also sold 24 units that were the units that Perkins had lien on, and Perkins never got paid. Later on Robert Fuller as legacy, claimed that the 24 units of Perkins that by mistake were sold needs to be given back and the ones that were not sold and were free, did not owe any money to Perkins (now Ken Patey) isn't that double pay. This fact was missed by Judge McVey since he did not follow the money trail, also this is a group quiet title and again needs each chain of title to go in front of a judge. Plat F: OZR6246, OZR6247, OZR6153, OZR6249, OZR6184, OZR6284 these units were also privately owned by all the owners of zermatt Resort but Legacy has taken ownership and these are our common areas and Rod Anderson has lied two or three times that this lawsuit is not about common areas.

32. On April 30, 2010, Legacy Resorts, LLC ("Legacy") bought the AFCU Note and DOT and has never asserted that it owns or has any lien against any of the Privately Owned Units.

THIS IS TOTALLY FALSE THE ONLY WAY THAT LEGACY AND PARTNERS ARE GETTING AWAY WITH THIS KIND OF LIES IS THAT THEY NEVER PROVIDED ANY CHAIN OF TITLES AND GERARD IGNORED ANY ENTRY HE WANTED. SEE FORECLOSURE ON OZR6207/OZR6A307 RUSSELL FULLER'S UNIT. Entry 359419, and 359420 for OZR6207.

The entire AFCU properties need to go in front of a judge unit by unit since due to negligence of Wasatch County and loan officers and title insurance companies the room numbering effects them no mutual mistakes just negligence and later fraud and abuse. See, mechanical liens that are done the correct way of doing lien on properties. Also shows that everything was based on plat F not based on Weston Fuller's map, another big lie.

33. On November 17, 2006, Perkins agreed to subordinate the Perkins DOT to the AFCU DOT and recorded a Subordination Agreement ("Perkins Subordination Agreement").

Again all of these units since it was not done professionally need to go in front of a judge with a chain of titles unit by unit. As far as the private owners goes depends on when it was sold, see my stack updated. Also Darwin Johnson in 2002 paid \$1000 deposit for unit 132 and in 2002 the only unit with number 132 was OZR6132/OZR6A232 unit that Roylances bought later and sold timeshare so they do not want the unit they have title to. Weston and Robert Fuller have too much to lose so they have lied. Robert Fuller at the time that he sold the basement units to Ken PATEY was part of Legacy.

34. Unlike the 2005 Perkins DOT, which used Unit Plat Numbers, the 2006 Perkins Subordination Agreement used Unit Door Numbers.

This is true since before completion of hotel units in 2005 plat F numbering was the only reference point. In 2006 after completion they used the door numbers. Again unit door numbers are not proper for transferring titles, unless they come from Wasatch County, need parcel numbers or tax Id. Once I get my unit OZR6107/OZR6207 I Will change the address to Danesh's corner and make sure Wasatch County knows about it.

35. The Perkins Subordination Agreement used Unit Door Numbers beginning with 100 and ending with 504

Again unit door numbers are not proper for transferring titles, need parcel numbers or tax Id. Once I get my unit OZR6107/OZR6207 I Will change the address to Danesh's corner.

36. In addition, the Perkins Subordination Agreement stated that the Perkins DOT would be subordinated to the AFCU DOT due to the refinancing of the resort, including the “unsold . . . one hundred and eight (108) guest rooms, hotel rooms and/or condominiums in Plat ‘F’”

Need to refer to entry numbers and chain of titles so these statements are invalid, no supporting documents. Also the supporting documents for these transactions entries

C. The Unit Numbering Discrepancy.

37. In 2010, the unit numbering discrepancy between Plat F and the actual construction, 2006 Deeds, and operation of the Hotel (the “Unit Numbering Discrepancy”) came to Zermatt’s attention as a result of a variance between the Wasatch County tax notices and the Unit Door Numbers.

The entire mistake started with Wasatch County tax Commissioners not inspecting and assigning wrong addresses. See, my stack analysis and Weston and Robert Fuller have too much to lose so they have lied.

38. Throughout 2010 until at least late 2013, Zermatt (as grantor and operator of the Hotel), Legacy (first-lien holder and subsequent owner and operator of the Hotel), and all of the Plaintiffs unanimously and continuously agreed that ownership of the Privately Owned Units was vested entirely based upon Unit Door Number. As described below, all of these persons worked together in an effort to make sure that the Wasatch County deed records reflected their unanimous intent.

False. See motion on pleading. Weston Fuller and Robert Fuller operation of the hotel was based on unit door numbers and since these were hotel units owners did not notice that their room was not the one they intended to buy and the ones that did notice at the time of issuance of title like Siddoways were supposedly fixed and the fact that they were not following CC&RS regulations and not checking the titles before issuing keys shows their negligence. Before Legacy’s take over it did not matter who owned what, since they were all in a fair

rental pool and even if their rooms were occupied they could use another owner's unit. After Legacy's take over since they started renting their own rooms first everybody noticed these discrepancies and that is when legacy also find out about the Wasatch County's negligence and instead of fixing it properly they started their scam, correction of deeds, amendment and their lawsuits. Weston Fuller and Robert Fuller, members of Legacy at the time, do his own frauds and they also lie to protect themselves from liabilities and went along with Legacy's fraudulent complaint and amended complaint.

39. On April 13, 2010, Robert Fuller as "the developer and principal owner of Zermatt Resort" filed an "Affidavit Concerning Unit Numbering of Plat F at Zermatt Resort" ("Fuller Affidavit"), which set forth as follows:

1. The Plat F Barren Hotel contains one hundred fifty-eight (158) hotel units, fifty (50) of which were to be sold with one hundred eight (108) to be retained by Zermatt Resort.

2. Plat F contains five (5) floors in the Barren Hotel. The Engineer who prepared Plat F numbered each hotel unit starting with 000 on the first floor, 100 on the second floor, 200 on the third floor and so on. When the Contractor built the hotel units he adopted a numbering system starting with 100 on the first floor, 200 on the second floor, 300 on the third floor and so on. This numbering system was also adopted by hotel management and the realtors who offered the fifty (50) hotel units for sale.

3. The sold units were conveyed using the hotel numbers rather than the Plat F numbers.

False, see different scenarios depending on the time they bought it is true for buyers between 2006 to 2010 only. Before 2006, plat F was the only reference point. After Legacy's took over they did bait and switch since they had control of the management, key issuance, Weston Fuller and Robert Fuller cooperation, Wasatch County tax Assessor as partner. No mutual mistakes.see, Weston Fuller lies, motion on pleading. As evidenced Robert Fuller member of legacy, is protecting himself and his sons and as such his testimony is biased and not accurate.

...

4. The [AFCU DOT] utilized the general description of Plat F along with a listing of the included Hotel Units omitting the 50 units for sale or sold.

Also omitted were the villas, villages, homeowners and common areas and limited common areas, including Plat F: OZR6246 and OZR6247(meeting rooms), OZR6153 (Restaurant), OZR6249 (Hospitality Suit), OZR6184 (Conference Suite), OZR6284 (Conference Suite)

6. It is the intention of Zermatt Resort to obtain an amendment to Plat F changing the unit numbering so that the units on the first floor are numbered 100, etc. and the units on each of the other floors are likewise changed to 200, 300, etc.; however since that process may take some time and since continued ambiguity is unwise, Zermatt Resort suggests that the legal description of the fifty (50) units offered for sale be shown as set forth on Exhibit A attached hereto and by reference made a part hereof.

False, the main intention was to steal our common areas. Legacy did an Amendment to Plat F in 2010, supposedly to fix people's title. More specifically they wanted to give the owners what they intended to buy in their REPC. In this Amendment they erased 6 units of our limited common areas, rooms numbered from the original Plat F. Amended 2010 Plat F excluded these units and gave it to Legacy: OZR6426 (Meeting Room), OZR6153 (Restuarente), OZR6249(Hospitality Suite), OZR6184 (Conference Suite), OZR6284 (Conference Suite). Deleted Tax Rolls for 2011. This amendment was illegal for 3 reasons: One they did not have the signatures of all the owners as it is required by all 3 CCNRS. Second the plat F in 2002 is not amenable unless you put the areas that are finished now the 4 rooms and conference center, shops, spa, and the rest of the amenities as limited common areas since they are finished now and belong to homeowners. This Amendment was in preparation for Correction of deeds and the future complaints. Wasatch County should have caught this and not allowed this amendment but what can I say, this is Wasatch County. See, Karen Nellist story. Third you can not transfer nor eliminate units and titles by Amendment. So much for Rod Andreason's lies that this is not about common areas or no foreclosure on homeowners properties.

40. Exhibit A to the Fuller Affidavit specifically identifies and describes by both Unit Plat Number and Unit Door Number the legal description for Zermatt's 2006 Deeds to each of the Privately Owned Units.

Depended on different scenarios. See my stack analysis and Weston and Robert Fuller have too much to lose so they have lied.

41. Zermatt's lawyer at the time, Randon Wilson ("Wilson"), has testified that the Fuller Affidavit was intended to cure the Unit Numbering Discrepancy for the 2006 Deeds and that he so informed Plaintiffs (through the manager of their HOA, Weston Fuller).

Randon Wilson was the lawyer for Perkins too, and he never tried to protect Perkins assets, another conflict of interest. Also his son is an owner of Legacy.

42. Exhibit A to the Fuller Affidavit contains the property description for each of the Privately Owned Units that Zermatt "intended to apply to each of the deeds of each of the" Privately Owned Units. Question is what is the purpose of this change except paves the road for the shell game of Gerard for his complaint, as Liz Palmier who was against this said it is going to create a bigger mess. It was the idea of Randon Wilson, the lawyer of all the founders of Zermatt, to do this for the benefit of Bentley Wilson, partner of Legacy.

43. In addition, the Fuller Affidavit "put every property owner, mortgage company, or future purchaser on notice of" the Unit Numbering Discrepancy.

It did not tell them the truth, just informed them of some discrepancies see my stack analysis with different scenarios.

44. On June 17, 2010, Robert Fuller, as manager of Zermatt, recorded an amended Plat F ("Amended Plat F"), which identified each of the units in the Hotel by Unit Door Number, thereby adding 100 to the number assigned to each Unit in Plat F.

Again Robert Fuller, a member of Legacy needed to protect himself and his son Weston Fuller so he went along with legacy. See motion about Weston Fuller lies and the pleading. Purpose to steal our common areas and paved the road for their lawsuits.

45. Each page of Amended Plat F bears an "Amendment Note" with substantially the same information as set forth above from the Fuller Affidavit.

Again Robert Fuller, a member of Legacy needed to protect himself and his son Weston Fuller so he went along with legacy. See motion about Weston Fuller lies and the pleading.

46. Wilson further testified unequivocally that Amended Plat F would cure the Unit Numbering Discrepancy for the 2006 Deeds and that he so informed Plaintiffs (through the manager of their HOA, Weston Fuller).

Again see why Weston Fuller lied and this Amended plat did not do anything except stealing some common areas and paved the road for their Complaint which was nothing but a big scam and fraud see, the complaint analyzed.

D. Legacy's Foreclosure.

47. On August 5, 2009, AFCU filed a notice of default against Zermatt under the AFCU DOT.

The AFCU documents are very unprofessional and are affected by Wasatch County's negligence and Weston Fuller's negligence and later lies to protect himself and his father as such these documents need to be reviewed. See 310857, 310858, 310859, 310860. These documents do not have support for the units they claim to own only some property taxes. In the corrections of the deeds scam they also use the property tax notices as proof of ownership. With Mike Kohler as tax Commissioner and Wasatch County sending property taxes to whomever and whenever they want everything makes sense to me now. See questions for Supreme Court.

48. AFCU sold the AFCU Note to Legacy for \$14,523,746.

AFCU units need to go in front of a judge since it includes properties of homeowners and their Limited and common areas, as such this is a group quit title.

49. AFCU also assigned its beneficial interest in the AFCU DOT to Legacy.

AFCU units need to go in front of a judge since it includes properties of homeowners and their Limited and common areas, as such this is a group quit title.

50. On July 1, 2010, Jax H. Pettey, as successor trustee to the AFCU DOT ("Pettey"), posted a Notice of Trustee's Sale at both the county recorder and at the property stating that the Zermatt property subject to the AFCU DOT would be

sold at public action at the Main Entrance, Fourth District Courthouse, 1361, South Highway 40, Heber City, Utah on Monday August 9, 2010 at 1:00 p.m. AFCU units need to go in front of a judge since it includes properties of homeowners and their Limited and common areas, as such this is a group quit title.

51. The Notice of Trustee's Sale was mailed, certified mail, postage prepaid to Zermatt Resort, L.L.C., Zermatt Resort, LLC c/o Robert L. Fuller, Registered Agent, George W. Perkins, Jennifer Perkins Speers, Jay B. Bell, American First Credit Union, Utah State Tax Commission, Landmark Title Company, and Palladium Foundation, Inc., c/o Jennifer Speers, Registered Agent. AFCU units need to go in front of a judge since it includes properties of homeowners and their Limited and common areas, as such this is a group quit title.

52. Legacy also notified Zermatt directly about the details of the trustee's sale. AFCU units need to go in front of a judge since it includes properties of homeowners and their Limited and common areas, as such this is a group quit title.

53. On August 9, 2010, at the Fourth District Courthouse, 1361 South Highway 40, Heber City, Utah, Legacy foreclosed on all of the Zermatt assets covered by the AFCU DOT.

Fine, but all the documents were affected by Wasatch County's errors and Weston Fuller's negligence and you could not foreclose on homeowners so each chain of titles for the properties you foreclosed on needs to go in front of a judge. I understand this would be a lot of work but may be you guys can sue Your partners Wasatch County and Weston Fuller instead of poor homeowners.

54. However, Legacy did not attempt to foreclose on any of the Privately Owned Units, thereby acknowledging Plaintiffs owned each unit by reference to their Unit Door Number.

FALSE INFORMATION, LEGACY DID FORECLOSE ON THE THIRD FLOOR HOMEOWNERS AND LATER ON PUT LIS PENDENS ON ALL OWNERS.

Specifically and illegally also foreclosed our common areas, a fact that Rod Andreason has lied in the court several times.

55. Legacy was the highest bidder at the Trustee's Sale.

56. Pursuant to Legacy's purchase at the Trustee's Sale, Pettey conveyed all right, title, interest, and claim of Zermatt to the property covered by the AFCU/Legacy Trust Deed (Plat A, excluding Plats B, C, D, but including parts of Plats E and F) to Legacy by way of a Trustee's Deed.

Plat A was a moving target so by the time Legacy bought AFCU loan there was only hallways left beside as Judge McVey ruled everything except the properties that had private owners which means all the common areas and limited Common Areas. Legacy included 6 of our Limited Common areas and later has claimed they own the entire plat F limited Common areas.

57. Pettey issued an Amended Trustee's Deed on July 21, 2011 to supply the recordation information pertaining to Hotel Barren, Plat F, of the Zermatt resort, and tax serial numbers.

Again every amended actions and trust deed changes need to be reviewed by an independent investigator since Legacy and Partners have a lot of hidden agenda, for example look at their amended complaint, Plat F and correction of deeds even this complaint.

58. Pettey issued a Second Amended Trustee's Deed on Nov. 14, 2011 to correct a minor error in the legal description.

This needs further evaluation and again each title needs to go in front of a judge.

59. Pursuant to the Second Amended Trustee's Deed, Parcel 3 of the real property conveyed to Legacy is described as follows:

PARCEL 3:

UNITS 000, 001, 003, 008, 009, 010, 011, 017, 018, 021, 024, 100, 101, 102, 103, 104, 105, 117, 118, 121, 124, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 241, 244, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337,

338, 340, 341, 342, 343, 344, 345, 346, 347, 401, 402, 403, AND 404 OF THE HOTEL BARREN AT ZERMATT RESORT PLAT "F", A UTAH CONDOMINIUM PROJECT AS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED DECEMBER 03, 2002 AS ENTRY NO. 251358, IN BOOK 591 OF PLATS, AT PAGE 188, (AS SAID RECORD OF SURVEY MAP MAY HAVE BEEN AMENDED AND/OR SUPPLEMENTED) AND AS FURTHER DEFINED AND DESCRIBED IN THE DECLARATION OF CONDOMINIUM FOR THE HOTEL SUITES AT ZERMATT RESORT, RECORDED JULY 15, 2004 AS ENTRY NO. 273229, IN BOOK 703, AT PAGE 406 IN THE OFFICE OF THE RECORDER OF WASATCH COUNTY, UTAH, AS SAID DECLARATION MAY HAVE BEEN SUPPLEMENTED OR OTHERWISE AFFECTED BY AN AFFIDAVIT RECORDED JULY 16, 2004 AS ENTRY NO. 273283, IN BOOK 703, AT PAGE 691 IN THE OFFICE OF THE RECORDER OF WASATCH COUNTY, UTAH (AS SAID DECLARATION MAY HAVE BEEN FURTHER AMENDED AND/OR SUPPLEMENTED) TOGETHER WITH THE APPURtenant INTEREST IN AND TO THE COMMON AREAS, LIMITED COMMON AREAS, AND FACILITIES MORE PARTICULARLY DESCRIBED IN SAID RECORD OF SURVEY MAP, DECLARATION AND ANY AMENDMENTS AND/OR SUPPLEMENTS THERETO. SAME OWNERSHIP AS HOME OWNERS IN COMMON AREAS.

As more fully set forth in the Affidavit Concerning Unit Numbering Zermatt Resort Plat "F" dated April 13, 2010 and recorded in the office of the Wasatch County Recorder on April 13, 2010 as Entry No. 358509 in Book 1013 at Pages 11-37, and in the below referenced Plat "F" Amended, the above Hotel Barren Suites/Hotel Barren Units were renumbered such that the legal description of each such unit corresponds with the room or unit number in common use at the hotel.

Accordingly, the above described Hotel Barren Suites/Hotel Barren Units are now more accurately described as follows:

307 BELONGS TO PRIVATE OWNER SO AS BUNCH MORE NEED TO GO IN FRONT OF A JUDGE FOR EACH UNITS. WHERE ARE THE SUPPORTING CHAIN OF TITLES.

UNITS 100, 101, 103, 108, 109, 110, 111, 117, 118, 121, 124, 200, 201, 202, 203,

204, 205, 217, 218, 221, 224, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 341, 344, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 440, 441, 442, 443, 444, 445, 446, 447, 501, 502, 503, AND 504 OF THE HOTEL BARREN AT ZERMATT RESORT PLAT "F" AMENDED, A UTAH CONDOMINIUM PROJECT AS IDENTIFIED IN THE RECORD OF SURVEY MAP, AS AMENDED BY THE HOTEL DER BAER AT ZERMATT RESORT RECORDED JUNE 17, 2010 AS ENTRY NO. 360151, IN. BOOK 1016 AT PAGE 535 (AS SAID RECORD OF SURVEY MAPS HAVE BEEN AMENDED AND/OR SUPPLEMENTED) AND AS FURTHER DEFINED AND DESCRIBED IN THE DECLARATION OF CONDOMINIUM FOR THE HOTEL SUITES AT ZERMATT RESORT, RECORDED JULY 15, 2004 AS ENTRY NO. 273229, IN BOOK 703, AT PAGE 406 IN THE OFFICE OF THE RECORDER OF WASATCH COUNTY, UTAH, AS SAID DECLARATION MAY HAVE BEEN SUPPLEMENTED OR OTHERWISE AFFECTED BY AN AFFIDAVIT RECORDED JULY 16, 2004 AS ENTRY NO.,273283 IN BOOK 703, AT PAGE 691 IN THE OFFICE OF THE RECORDER OF WASATCH COUNTY, UTAH (AS SAID DECLARATION MAY HAVE BEEN FURTHER AMENDED AND/OR SUPPLEMENTED), TOGETHER WITH THE APPURtenant INTEREST IN AND TO THE COMMON AREAS, LIMITED COMMON AREAS, AND FACILITIES MORE PARTICULARLY DESCRIBED IN SAID RECORD OF SURVEY MAP, DECLARATION AND ANY AMENDMENTS AND/OR SUPPLEMENTS THERETO.

Tax Parcel Nos.:

OZR-6A100, OZR-6A101, OZR-6A103, OZR-6A108 thru OZR-6A111, OZR-6A117, OZR-6A118, OZR-6A121, OZR-6A124, OZR-6A200 thru OZR-6A205, OZR-6A217, OZR-6A218, OZR-6A221, OZR-6A224, OZR-6A300 thru OZR-6A311, OZR-6A315 thru OZR-6A338, OZR-6A341, OZR-6A344, OZR-6A400 thru OZR-6A411, OZR-6A415 thru OZR-6A438, OZR-6A440 thru OZR-6A447, OZR-6A501 thru OZR-6A504.

60. Since the Trustee's Sale, Legacy has never sold or transferred its ownership of the real property covered by the Second Amended Trustee's Deed. Instead,

Legacy has either managed that real property itself or retained other companies to manage it.

The fact that legacy is in the management and controls HOA and key issuance, has been a big conflict of interest, and has been abused already by allowing them to do bait and switch on me , and others and renting their own rooms and the rooms they had claim on, Perkins rooms, also renting our common areas which has \$500,000.00 a year income to themselves for \$10.00 a year. Also notice that our limited common areas, OZR6246, OZR6247(meeting rooms) , OZR6153 (Restaurant), OZR6249 (Hospitality Suit), OZR6184 (Conference Suite), OZR6284 (Conference Suite) are not in these units. Later on with their Plat F Amendment they foreclosed on all of these units.

61. In 2011 and 2012, Legacy undertook further efforts to remedy the Unit Numbering Discrepancy. Among other things, Legacy executed and filed quitclaim deeds to Plaintiffs for many of the Privately Owned Units. Yes a big fraud see, correction of room numbering scam, which created a bunch of plaintiffs as hostages like Karen Nellist see her story.

62. Perkins died in June 2008 and his estate did not attempt to enforce any lien over the Privately Owned Units. For example, in 2010, after Legacy had foreclosed on the senior AFCU DOT, Perkins' Estate also posted for sale property secured by the subordinated Perkins DOT.

Randon Wilson's fault but his purpose was not to protect Perkins' assets only to enrich himself, typical lawyer.

Randon Wilson was the lawyer for Zermatt resort LLC, the Suites at Zermatt HOA, the Villas at Zermatt HOA and George Perkins. He had the responsibility to protect and defend his clients. The following is a listing that shows he did not protect and defend his clients:

1. As counsel for Zermatt Resort, LLC, he was paid to review the 2006 AFFCU loan and he failed to correct errors in that document. As a result of Randon Wilson's professional negligence, he failed to provide AFFCU with a valid trust deed because the deed was not signed by the owner of the collateralized property (it should have been signed by Fuller Heritage, not Zermatt Resort, LLC.). The Zermatt foreclosure on Aug 9, 2010 was invalid because the trust deed that was foreclosed on (the 2006 AFFCU loan) was not a valid trust deed. Legacy took the assets anyway.

2. As counsel for Zermatt Resort, LLC and the Suites at Zermatt HOA, Randon Wilson proposed an amendment to Plat F (Hotel de Baer) which he alleged would clean-up the title issues in the hotel. The amendment was executed and recorded and it resulted in mass confusion and loss of assets for Zermatt Resort, LLC and individual suite homeowners – resulting in some suite homeowners refusing to pay monthly HOA dues until the issues with ownership are resolved. The Amendment erased our limited common areas and paved the road for their Complaint.

3. In 2005, as counsel to George Perkins, Randon Wilson brokered and wrote a loan for \$6 million between George Perkins and Zermatt Resort, LLC (both were his clients at the time). As a result of Randon Wilson's professional negligence, he failed to provide George Perkins with a valid trust deed because the deed was not signed by the owner of the property. The loan should have been signed by Fuller Heritage, not Zermatt LLC and it was not foreclosable because it was not a trust deed. See, Zermatt story.

63. However, when the Perkins Estate posted the Perkins DOT for foreclosure, it did not post notices on the doors of any of the Privately Owned Units. Again Randon Wilson was supposed to do that; perhaps he did not do that in benefit of his son Bentley Wilson, member of Legacy.

64. In 2013, the Patey Defendants took steps to acquire the Perkins Note and DOT, and sought control of Zermatt.

Patey did post signs up on the doors and Legacy took them off.

65. On or about September 24, 2013, Patey purchased the Perkins DOT. Patey's units also need to go in front of a judge.

66. On February 10, 2015 Patey assigned the Perkins DOT to Praia.

67. Patey obtained control of Palisade Holdings, LLC ("Palisade"), which had previously acquired the Perkins Note and DOT for \$50,000.

68. Patey also obtained Perkins' interests in, and control of, Zermatt.

E. Praia v. Legacy

69. Patey, as Plaintiff, filed Case No. 140500081 against Legacy and others in the Fourth Judicial District Court, Wasatch County, Judge Samuel McVey presiding ("Praia v. Legacy").

70. During the time that Praia v. Legacy was pending, Patey was a member and manager of Praia.

71. On November 16, 2015, Praia replaced Patey as the Plaintiff in Praia v. Legacy.

72. During the time that Praia v. Legacy was pending, Patey indirectly owned a membership interest in Zermatt. In addition, Patey was a manager of a company that managed Zermatt and owned over 80% of Zermatt.

73. On August 10, 2016, following a bench trial, Fourth District Court Judge Samuel McVey entered a final Judgment in Praia v. Legacy (the "Praia v. Legacy Judgment").

This is a group quiet title and the next step is each chain of titles need to go in front of a judge. I will add this to Supreme Court question about the execution of a group quiet title.

74. In the Praia v. Legacy Judgment, Judge McVey made Findings of Fact, made Conclusions of Law, and rendered Judgment as follows (with emphasis added):

FINDINGS OF FACT

I WAS NOT INVOLVED IN THESE TRIALS NOR OTHER POOR HOMEOWNERS. The fact that I, nor any of the home owners were involved in this case which Judge McVey should have addressed and now, Judge Mcvey's decision appears as a determinant factor in the final decision of Judge Griffin is disturbing to me. I think I have standing in this one since it is damaging me right now. Our Supreme Court is right in the fact that potential for future damages gives standing to any plaintiffs even more to defendants who should have omnistanding.

1. This dispute involves the parties' respective rights with regard to condominium units ("Units") within the hotel that comprises Plat F of the Zermatt Resort in Midway, Utah ("Hotel").

Very general and nonspecific statement.

2. As described in the Condominium Declaration creating the Hotel, recorded on July 15, 2004, entry number 273229, the Hotel consists of 158 Units with the remainder designated as common area or limited common area.

Ok

3. On September 30, 2005, Zermatt Resort, LLC borrowed \$6,000,000.00 from George W. Perkins, Jr. ("Perkins") with an interest rate of 8% per annum (the "Perkins Loan"). The Perkins Loan was reflected in a Trust Deed Note. The Perkins Trust Deed Note was secured by real property at the Zermatt Resort in Midway, Utah by means of a Trust Deed, Entry Number 289305 ("Perkins Trust Deed").

Perkins put liens on every rooms excluding common area rooms
OZR6153/OZR6184/OZR6246/OZR6247/OZR6249/OZR6284, and
OZR6(-002-004-005-006-007-015-016-020-022-023-025-026-027-028-030-032-0
33-034-035-036-037-038) Basement floor and
OZR6(-106-107-108-110-111-115-116-119-120-122-123-126-127-128-129-130-1
31-132-133-134-136-137-138) on the first floor.

Unfortunately Wasatch County's negligence combined with Weston and Robert Fuller's ignorance and lies affects rooms that were supposed to be sold since all the rooms in the basement would not match with rooms above it. For example 007 and 107 were both for sale but not (025 and 225 nor 035 and 135). At the same time first floor rooms for sale could not match with basement rooms for sale for example room 129 and 131 were for sale but not 029 nor 031. This explains the four rooms that would not match the Legacy and partners misrepresentation. No wonder the judges and the court got all of these wrong. And do you see that my standing would have made a big difference.

4. The Perkins Trust Deed encumbered 112 out of the 158 Units of the Hotel . . . Wasatch County's negligence combined with Fuller's ignorance also affected these trust deeds and needed more detailed looking.

5. In October, 2006, Zermatt Resort, LLC borrowed \$16,500,000.00 from AFCU. The AFCU loan was reflected in a promissory note ("2006 AFCU Note"). The 2006 AFCU Note was secured by real property at the Zermatt Resort by means of a Deed of Trust, Assignment of Rents, Assignment of Leases, Security

Agreement and Fixture Filing, entry number 310857 ("the 2006 AFCU Trust Deed")

Wasatch County's negligence combined with Fuller's ignorance also affected these and needed more detailed looking. The supporting documents for this note are not clear, and need verification .

6. The [AFCU/Legacy DOT] encumbered all of the real property that Zermatt Resort, LLC owned in the Hotel, excluding particular Units in Plat F that were already owned by third parties.

This part "excluding particular Units in Plat F that were already owned by third parties" was affected by Wasatch County's negligence combined with Fuller's ignorance, so it needed more analysis not heuristic look.

7. It is clear that Robert Fuller and the other Zermatt Resort owners (including Perkins) intended that the American numbering system of door numbers beginning with "100" on the bottom floor would be used to identify and convey interests in the Units in Plat F, and that the Units described in the 2006 AFCU Deed of Trust are described by door numbers rather than plat numbers. There are

False, the intention of the owners were to sell certain rooms and keep other rooms for the hotel and in order to do that they needed to identify the units, so before 2006 and completion of the units they were identifying the units by plat F and after completion of the units they were identified by the number on the doors which happened to be the American numbering system which should not have mattered. Unfortunately the Wasatch County failed to inspect and assigned wrong addresses, based on the Plat F, European system rather than doing the inspection and putting Americans numbering . Fullers who noticed the discrepancies on the REPCs were not experienced enough to pick up Wasatch County's mistakes and kept going on. Legacy and partners when they found out what was going on they used these mistakes to their advantage and started their scams to steal our common areas and Perkins units.

8. It is clear that Robert Fuller and the other Zermatt Resort owners (including Perkins) intended that the American numbering system of door numbers beginning with "100" on the bottom floor would be used to identify and convey interests in the Units in Plat F, and that the Units described in the 2006 AFCU Deed of Trust are described by door numbers rather than plat numbers. . . .

False, see arguments above. The problem was that the negligence of Wasatch county followed by Fuller's ignorance and later lies affected all the documents.

9. On November 17, 2006, Perkins and AFCU recorded a subordination agreement, entry number 310858 (the "Perkins Subordination Agreement"), in which Perkins subordinated the Perkins Trust Deed to the 2006 AFCU Trust Deed.

Supporting documents are weak and suspicious needs further investigation.

Zermatt story

10. The Perkins Subordination Agreement used the exact same description of property that Perkins was subordinating to the 2006 AFCU Trust Deed as the property description used in the 2006 AFCU Trust Deed. In other words, in the Perkins Subordination Agreement, Perkins subordinated all of his interest in the Perkins Trust Deed to AFCU's interest in the property secured by the 2006 AFCU Trust Deed.

Due to Wasatch County negligence and Fuller's ignorance each title needs to be reviewed by a judge.

11. In the Perkins Subordination Agreement, Perkins agreed that nothing contained in the Perkins Loan documents "shall operate to defeat, render invalid or impair the rights of" AFCU under the 2006 AFCU Note and 2006 AFCU Trust Deed.

The problem was the units that AFCU was covering all affected by Wasatch county's negligence and Fuller's ignorance.

12. The Court finds that when Perkins executed the Perkins Subordination Agreement, he intended that all of his security interest in the Hotel would be subordinated to AFCU's security interest under the [AFCU/Legacy DOT].

13. On April 30, 2010, Legacy borrowed \$12,523,746.00 from AFCU ("Legacy Loan"). The Legacy Loan was reflected in a promissory note. The promissory note was secured by a deed of trust, entry number 359421, (the "2010 AFCU Trust Deed"), which also covered certain real property at the Zermatt Resort.

The problem was that the units in their Trust Deed included a bunch of homeowners so this became another group quiet title and each individual title holder needed to go in front of a judge.

14. As part of the April 30, 2010 transaction, Legacy purchased from AFCU the 2006 AFCU Note and 2006 AFCU Trust Deed.

Supporting documents are invalid all units need to go in front of a judge.

15. As part of the April 30, 2010 transaction, Legacy subordinated the 2006 AFCU Trust Deed to the 2010 AFCU Trust Deed by a subordination agreement, entry number 359427. Zermatt story

16. On August 9, 2010, Legacy held a trustee's sale at the Fourth District Courthouse, 1361 South Highway 40, Heber City, Utah (the "2010 Foreclosure Sale") to foreclose the 2006 AFCU Trust Deed. Zermatt story

17. At the time of the 2010 Foreclosure Sale, the amount owing on the 2006 AFCU Note was \$17,218,661.90. Zermatt story

18. Legacy's credit bid of \$14,500,000.00 was the highest bid on the real property at the 2010 Foreclosure Sale. The real property foreclosed on by Legacy included the following 107 Units: Unit Plat Nos. 000, 001, 003, 008, 009, 010, 011, 017, 018, 021, 024, 100, 101, 102, 103, 104, 105, 117, 118, 121, 124, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 241, 244, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 315, 316, 317, 318, 319, 320, 321, 322, 323, 234, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 340, 341, 342, 343, 344, 345, 346, 347, 401, 402, 403, and 404 (also described as Unit Door Nos. 100, 101, 103, 108, 109, 110, 117, 118, 121, 124, 200, 201, 202, 203, 204, 205, 217, 218, 221, 224, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 315, 316, 317, 318, 319, 320, 321, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 341, 344, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 440, 441, 442, 443, 444, 445, 446, 447, 501, 502, and 504, respectively, of the Amended Plat F); Legacy

also foreclosed on other real property as more particularly described in the Second Amended Trustee's Deed, entry number 374614 (the foregoing foreclosed property is referred to hereinafter as the "Foreclosed Property"). Title to the Foreclosed Property was transferred to Legacy by means of the Second Amended Trustee's Deed, entry number 374614.

PLEASE NOTICE BUNCH OF THESE ROOMS BELONG TO PRIVATE OWNERS, I THOUGHT YOU MENTIONED LEGACY DID NOT FORECLOSE ON HOMEOWNERS.

19. On September 24, 2013, one of Praia's managers, Kenneth C. Patey, acquired the Perkins Trust Deed Note and Perkins Trust Deed.
20. On August 8, 2014, Patey commenced this action.
21. On February 10, 2015, Patey assigned the Perkins Trust Deed Note and Perkins Trust Deed to Praia. Praia was later substituted as Plaintiff in this case in place of Patey.
23. In its April 13, 2015 Order—which addressed, among other things, the priority of the 2006 AFCU DOT, the Perkins Trust Deed, and the 2010 AFCU Trust Deed—this Court held: "The Trustee's Sale, which related solely to the 2006 AFCU DOT, extinguished all liens junior to the 2006 AFCU DOT. Therefore, the Trustee's Sale extinguished the Perkins DOT to the extent that the Perkins DOT encumbered collateral that was also encumbered by the 2006 AFCU DOT."
24. On September 21, 2015, Praia recorded an Amended Notice of Default as Entry 416362 in the Wasatch County Recorder's Office.
25. On September 30, 2015, Praia attorney Matthew Grimmer recorded a Notice of Trustee's Sale as Entry 416692 in the Wasatch County Recorder's Office, setting the date of the Trustee's Sale for November 2, 2015.
This document included foreclosure of homeowners units like David Butler's OZR6207/OZR6A307, which I can understand since Robert Fuller/legacy was not supposed to sell units that had lien on by Perkins. Ken Patey also had special Warranty of deed on OZR6007 since Robert Fuller sold him the basement units as they were free of title due to Wasatch County and Weston Fuller negligence. This was a group quit title and each chain of title needed to go

in front of a judge, a fact that this court missed. More importantly the Court missed and did not recognize where the problem started since Legacy was misrepresenting the problem as mutual mistake and would not accept Wasatch County as the main cause of all these problems.

26. In the Amended Notice of Default, Praia asserted the right to foreclose on 52 Units of Plat F of the Resort.

Again all of theses started with negligence of Wasatch County followed by negligence of Weston Fuller and Title Insurance companies, financial companies, AFCU, ETC. Each chain of title needed to go in front of a judge, especially the one with homeowners.

27. On October 27, 2015, Legacy filed a Motion for Temporary Restraining Order and Preliminary Injunction, seeking to enjoin Praia, Patey, and all persons acting on their behalf from foreclosing under the Perkins Trust Deed on 48 of the Units

Legacy and partners since they bought their 107 units have taken over management and key issuance, renting of the units, leasing of our assets, HOA as such they have been renting their own rooms first, they have been doing bait and switch, charging HOA fees that are not proper especially Annex building, leasing our Common areas with \$500,000.00 a year income for ten dollars a year, and most importantly they have denied and have been using the rooms that has claim on as their own rooms. By collecting all these money they have started lawsuits that have broken down any opposition, and they have also collected 5 million dollars on the behalf of the homeowners for construction defects and have refused to pay out for damages done to homeowners rooms.

28. The Court finds that all of the 48 Units were encumbered by the 2006 AFCU Trust Deed and that Legacy foreclosed on all of the 48 Units in the 2010 Foreclosure Sale.

The court made several mistakes:

1. Did not recognize the origin of the mistakes were not mutual mistakes.
2. AFCU documents were also affected, since the causes of the problems were not mutual mistakes as such all the foreclosed units of Legacy needed to go in front of a judge.

3. Since there are 23 units that have homeowners and are in Legacy's foreclosure, this is a group quiet title, and as such each unit needs to go in front of a judge.
4. Legacy, which was Robert Fuller, already collected money for the 48 units sold, as such the court made a mistake by not paying Perkins and giving Legacy another 23 units.
5. The court made a mistake by not asking for any chain of titles.
6. The court made a mistake by deciding that all of the 48 units were encumbered by AFCU foreclosure since the sale of the Perkins unit happened first, before Legacy's foreclosure. The sale of Perkins units happened between 2002 and 2010, that meant if they sold any of his units they owed him money otherwise this is fraud by Robert Fuller and Legacy.
7. The supporting documents in legacy's acquisitions 310857, 310858, 310859, 310860 are invalid. Zermatt story

30. Legacy leases all of its Units in the Hotel, including the 48 Units, to Midway Properties Group, LLC ("Midway Properties").

This is entry number 407750 done Dec 29, 2014 and it is not only a lease but has an option to buy. Of course courtesy recording by First American Title Insurance Company, since the rooms included homeowners rooms like OZR6207/OZR6A307.

31. Midway Properties oversees the day-to-day operations of the entire Zermatt Resort.

I WAS NOT INVOLVED IN THE JUDGE MCVEY'S LAWSUIT ALTHOUGH IT LOOKS LIKE THAT MY STACK WAS INVOLVED, SINCE THIS INCLUDED UNIT OZR6207/OZR6A307 OR OLD UNIT 207 NOW 307. THIS IS HOW THEY GAVE LEGACY OZR6007 AND ALLOWED TAX ASSESSOR TO CHANGE THE PROPERTY TAX TO JOHNSONS AND THAT EXPLAINS THE QUIT CLAIM DEEDS THEY DID LEGACY TO JOHNSONS. THE PROBLEM IS, THEY DID IT BEFORE JUDGE MCVEY'S RULING. THIS IS ANOTHER GROUP QUIET TITLE AND IT IS OK FOR A JUDGE TO RULE ON IT AND SINCE THESE UNITS INCLUDE PRIVATE OWNERS, THEN EACH UNIT NEEDED TO GO IN FRONT OF A JUDGE SO THIS SHOULD HAVE GONE AND CLEARED BY JUDGE GRIFFIN, EACH CHAIN OF TITLE IN FRONT OF A JUDGE. UNFORTUNATELY NONE OF THESE JUDGES EVEN ASKED FOR CHAIN OF TITLES. THE STATE OF UTAH ONLY ACCEPTS GROUP QUIET TITLE JUDGEMENT FOR WATER RIGHTS OR POSSIBLY MINERAL RIGHTS. UNFORTUNATELY JUDGE GRIFFIN

ALSO UNFAMILIAR WITH GROUP QUIET TITLE FOLLOWED JUDGE MCVEY AND DID ANOTHER GROUP QUIT TITLE FOLLOWED BY JUDGE BROWN. NOW THAT I AM LOOKING AT THIS I HAVE TO SENT THIS TO SUPREME COURT OF UTAH TO SEE WHAT WE NEED TO DO WITH THE EXECUTED GROUP QUIT TITLE CAUSING A TAXPAYER DANESH RAHIMI, A LOT OF HEADACHE. WHAT A MESS.

CONCLUSIONS OF LAW

1. The [AFCU/Legacy DOT] encumbered all of Plat F, the Hotel, including the 48 Units, aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively), which the Court does not address in this Judgment.

These units are created based on the effect of Wasatch County's negligence and Fuller's ignorance. See No 3 page 23.

2. The description of the collateral was sufficient to identify the property encumbered by the [AFCU/Legacy DOT].

False, need chain of titles and clarification. The supporting documents are invalid.

3. The language in the Perkins Subordination Agreement is unambiguous, and indicates that Perkins subordinated any and all interest he had in Plat F, the Hotel, including the 48 Units, to AFCU's interest under the 2006 AFCU Trust Deed and Perkins Note.

The supporting documents for the 4 documents 310857, 310858, 310859, 310860 are invalid and are affected by Wasatch County's negligence and Fuller's ignorance, each title needing to go in front of a judge.

4. The 2010 Foreclosure Sale extinguished the Perkins Trust Deed as to Plat F of the Zermatt Resort, aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively), which the Court does not address in this Judgment. The 2010

Foreclosure Sale removed the Perkins Trust Deed as a second-place claimant to the real property in Plat F.

False, the entire case needs to be evaluated by an expert and then decided on since the basis of the mistakes and errors were analyzed erroneously. My analysis even shows these four rooms as problem for the plaintiffs and their argument on mutual mistakes and room numbering errors.

5. The 2010 Foreclosure Sale extinguished any security interests in the 107 Units foreclosed on, including any security interest in the 48 Units granted under the Perkins Trust Deed.

False, if this was the case then why are they in this lawsuit the fact still remains that each homeowner's title and their titles need to go in front of a judge that is the rule of the law.

6. Neither Perkins nor his successors-in-interest, including Praia and Patey, have any right or interest in Plat F, including the 107 Units foreclosed on, which includes the 48 Units, aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively) which the Court does not address in this Judgment.,

His units like Legacy's unit need to go in front of a judge, since the mutual mistake was not the cause of the room number discrepancies AFCU units also need to go in front of a judge with their chain of titles.

8. Legacy is the owner of all of the Units in the Hotel in which Zermatt Resorts LLC, Perkins, and their respective successors had an interest as of August 9, 2010, the date of the 2010 Foreclosure Sale, including the 48 Units, aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively), which the Court does not address in this Judgment.

Possibly need to see what the judge that reviews these titles has to say.

9. The time for Perkins or his successors, including Patey and Praia, to attack the validity of the 2010 Foreclosure Sale expired on August 9, 2013, three years after the date of the 2010 Foreclosure Sale, pursuant to Utah Code Section 57-1-29(1). No one attacked or objected to the validity of the 2010 Foreclosure Sale until the Complaint was filed in this case on August 8, 2014.

Due to negligence of Wasatch County and Fullers none of these documents are accurate as such deadlines do not have any meaning.

10. Because Praia and Patey have no interest in the 48 Units, it would be against public policy to allow either of them to foreclose on the 48 Units.
11. Legacy and AFCU have demonstrated that Legacy prevails on the underlying merits of Legacy's claim for declaratory judgment, aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively), which the Court does not address in this Judgment.
12. Entry of a permanent injunction is necessary to prevent irreparable injury that would result to Legacy and AFCU in the absence of the issuance of such an injunction. Foreclosure of the portions of the Perkins Trust Deed that have been extinguished by the 2006 AFCU Trust Deed will result in irreparable harm to Legacy, as it will cloud Legacy's title, disrupt significant contractual relationships between Legacy and third parties, and compromise Legacy's business reputation and goodwill.
-
14. The threatened harms to Legacy and AFCU outweigh any harm to Praia and Patey. Because the security interests in Plat F of the Resort that were held under the Perkins Trust Deed were extinguished in the 2010 Foreclosure Sale, neither Praia nor Patey have any security interest in Plat F aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively) which the Court does not address in this Judgment. Legacy, on the other hand, would sustain serious disruption of its ongoing rental business and significant contractual relationships connected therewith.
15. Issuance of a permanent injunction would not be adverse to the public interest. Instead, the public interest would be best served by preventing Praia

from selling property owned by Legacy and by enforcing the duly-enacted statutes of this state regarding the statute of limitations to object to foreclosure actions.

16. Praia, Patey, and their officers, agents, employees, and attorneys, and those persons in active concert or participation with them should be permanently enjoined from filing and/or recording notices of default or notices of sale relating to foreclosure of the Perkins Deed of Trust as against any portion of Plat F of the Zermatt Resort, including the 48 Units, aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively) which the Court does not address in this Judgment.

Yes nobody can foreclose including the state and this court. Each chain of title needs to go in front of a judge according to our country and state laws, anything else is against the rule of the law.

JUDGMENT

....

6. The Court hereby declares as follows:

a. As a result of the August 9, 2010 foreclosure sale, Legacy became the owner of Unit Plat Nos. 000, 001, 003, 008, 009, 010, 011, 017, 018, 021, 024, 100, 101, 102, 103, 104, 105, 117, 118, 121, 124, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 241, 244, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 315, 316, 317, 318, 319, 320, 321, 322, 323, 234, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 340, 341, 342, 343, 344, 345, 346, 347, 401, 402, 403, and 404 (also described as Unit Door Nos. 100, 101, 103, 108, 109, 110, 117, 118, 121,

124, 200, 201, 202, 203, 204, 205, 217, 218, 221, 224, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 315, 316, 317, 318, 319, 320, 321, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 341, 344, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 440, 441, 442, 443, 444, 445, 446, 447, 501, 502, and 504, respectively, of the Amended Plat F).

- b. The interest of Perkins and his successors-in-interest under the Perkins Trust Deed in any portion of Plat F of the Zermatt Resort was extinguished by the 2010 Foreclosure Sale, aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively) which the Court does not address in this Judgment;
- c. Neither Perkins nor any of his successors-in-interest, including Praia and Patey, have any interest under the Perkins Trust Deed in any portion of Plat F of the Zermatt Resort, aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively) which the Court does not address in this Judgment;
- d. Neither Perkins nor any of his successors in interest, including Praia, are entitled under the Perkins Trust Deed to foreclose upon any portion of Plat F of the Zermatt Resort, aside from possibly the Units with Door Nos. 129, 131, 225, and 235 (also known as Unit Plat Nos. 029, 031, 125, and 135, respectively) which the Court does not address in this Judgment.

ANALYSIS

- 6. “The doctrine of res judicata serves the important policy of preventing previously litigated issues from being relitigated.” Youren v. Tintic Sch. Dist., 2004 UT App 33, ¶2, 86 P.3d 771 (quoting Miller v. USAA Cas. Ins. Co., 2002 UT 6, ¶57, 44 P.3d 663). Res judicata has two branches: claim preclusion and issue preclusion. See Snyder v. Murray City Corp., 2003 UT 13, ¶33, 73 P.3d 325.
- 7. “[I]ssue preclusion corresponds to the facts and issues underlying causes of action.” Mack v. Utah State Dept. Comm., 2009 UT 47, ¶ 29, 221 P.3d 194. Issue preclusion “prevents parties or their privies from relitigating facts and issues in the second suit that were fully litigated in the first suit.” Buckner v. Kennard, 2004 UT 78, ¶12, 99 P.3d 842. In essence, “once a party has had his or her day in court ... he or she does not get a second chance to prevail on the same issues.” Id. A party invoking issue preclusion must establish:

(1) the issue decided in the prior adjudication is identical to the one presented in the instant action; (2) the party against whom issue preclusion is asserted was a party, or in privity with a party, to the prior adjudication; (3) the issue in the first action was completely, fully, and fairly litigated; and (4) the first suit resulted in a final judgment on the merits."

Buckner, 2004 UT 78, ¶13.

8. The elements of issue preclusion or collateral estoppel are met in this case against Patey, Praia, Zermatt, and Fuller Heritage for the issues litigated to final judgment in Praia v. Legacy that are presented in this case.

9. First, the following issues were presented in both Praia v. Legacy and in this case:

(a) What was the numbering system used to convey title to Units in the Hotel prior to and including Legacy's foreclosure of property at the Hotel in August, 2010?

(b) What effect, if any, does the Unit Numbering Discrepancy have on ownership of Units in the Hotel?

(c) Who owns the Units of the Hotel described in Legacy's Second Amended Trustee's Deed?

10. Second, Patey, Praia, Zermatt, and Fuller Heritage were either parties or privies to parties in Praia v. Legacy.

"The legal definition of a person in privity with another, is a person so identified in interest with another that he represents the same legal right." Thus, "privity depends mostly [on the parties'] relationship to the subject matter of the litigation." Following this rationale, final adjudication of plaintiff's claims bars subsequent litigation concerning the same subject matter against officers or owners of a closely held corporation, partners, co-conspirators, agents, alter egos or other parties with similar legal interests.

Press Pub., Ltd. v. Matol Botanical Int'l, Ltd., 2001 UT 106, ¶ 20, 37 P.3d 1121, 1128 (emphasis added) (citations omitted). PLEASE THESE ARE NOT GROUP QUIET TITLE SHOW ME ONE EXAMPLE OF GROUP QUIET TITLE FOR STATE OF UTAH THAT IS NOT WATER OR MINERAL RIGHTS. IF JUDGE GRIFFIN WANTS TO CHANGE THE UTAH LAW HE NEEDS TO DO IT LEGALLY.

11. In this case, the parties do not dispute that: (1) Patey, as Plaintiff, filed the complaint in Praia v. Legacy; (2) during the time that Praia v. Legacy was pending, Patey was a member and manager of Praia; (3) on November 16, 2015, Praia replaced Patey as the Plaintiff in Praia v. Legacy; (4) during the time that Praia v. Legacy was pending, Patey indirectly owned a membership interest in Zermatt; (5) during the time that Praia v. Legacy was pending, Patey was a manager of a company that managed Zermatt and owned over 80% of Zermatt; and (6) Zermatt has retained the same legal counsel in this case, filed its papers in this case jointly with Praia and Patey, and even asserted its Cross-claim together with Praia and Patey as joint "Crossclaimants."

12. In addition, Zermatt and Fuller Heritage have a mutual or successive relationship to rights in the Units as Patey and Praia, and are so identified in interest with Patey and Praia that they represent the same legal rights with respect to the disputes as to the Units. As such, Zermatt and Fuller Heritage were in privity with Patey and Praia with respect to Praia v. Legacy. As a result, Patey, Praia, Zermatt, and Fuller Heritage were parties or in privity with parties in Praia v. Legacy.

13. Third, no party disputes that the above issues in Praia v. Legacy were completely, fully, and fairly litigated.

THERE ARE SEVERAL REASONS THAT WE CAN NOT APPLY RES JUDICATA IN THIS CASE.

1. PARTIES ARE NOT THE SAME.

2. MULTIPLE TITLES ARE INVOLVED.

3. AS ABOVE THE FACTS ARE NOT THE SAME AND ARE NOT CORRECT.

4. MOST IMPORTANT IS THAT THE CONCLUSION OF LAWS WERE WRONG. THERE IS NO SUCH A THING AS GROUP QUIET TITLE IN OUR NATION. THIS IS ANOTHER GROUP QUIET TITLE NEEDS TO FOLLOW THE RULE OF THE LAW AND EACH CHAIN OF TITLE TO GO IN FRONT OF A JUDGE

5. RES JUDICATA CAN NOT APPLY TO INDIVIDUAL TITLE, SINCE EACH TITLE HAS DIFFERENT CHAIN OF TITLES UNLESS IT IS ABOUT MINERAL RIGHTS OR WATER RIGHTS..

14. Fourth, Praia v. Legacy resulted in a final judgment on the merits in that case.

15. Therefore, the four elements of issue preclusion are clearly met as to the Patey Defendants, and the Patey Defendants are precluded from arguing that the Units at the Hotel were conveyed pursuant to the European numbering system based on Unit Plat Number.

FALSE, NO PROPERTIES IN ANY STATE CHANGES HAND WITH NUMBERING SYSTEM ONLY RECORDED DOCUMENTS.

16. In addition, the Court has made its own, independent determinations as to the quiet title claims of Plaintiffs, Legacy, the Roylances, Butler, Rahimi, and the Patey Defendants.

FALSE MY CASE AND MY STACK HAS NOT BEEN REVIEWED DESPITE THE FACT THAT I HAVE ASKED FOR IT'S REVIEWING SEVERAL TIMES.

17. "A quiet title claim is brought by a party to determine that party's interest in real or personal property when another party has made an adverse claim to that property." *Anderson v. Wilshire Invs., L.L.C.*, 2005 UT 59, ¶ 33, 123 P.3d 393, 400 (Utah 2005); see also *In re Hoopiiaina Trust*, 2006 UT 53, ¶ 26, 144 P.3d 1129 (quoting *State v. Santiago*, 590 P.2d 335, 33738 (Utah 1979)) ("A true quiet title action is a suit brought 'to quiet an existing title against an adverse or hostile claim of another,' and 'the effect of a decree quieting title is not to vest title but rather is to perfect an existing title as against other claimants."); Utah Code § 78B-6-1301. "[A]ll [a quiet title plaintiff] need do is prove *prima facie* that he has title which, if not overcome by defendant, is sufficient." *Babcock v. Dangerfield*, 94 P.2d 862, 863 (Utah 1939).

VERY GOOD THE PROBLEM IS THAT I AM THE TITLE HOLDER NOT DAVID BUTLER. DAVID BUTLER HAS NO TITLE. BESIDES NONE ARE GROUP QUIET TITLE SO IRRELEVANT TO PRESENT CASE. WHERE IS DAVID BUTLER'S TITLE HE HAS ONLY A FRAUDULENT QUIT CLAIM DEED, THAT THE COURT HAS NOT REMOVED SINCE IT WAS RECORDED BY MISTAKE OF WASATCH COUNTY RECORDER'S, PER LIZ PALMIER HEAD OF THE RECORDING OFFICE AT THAT TIME..

18. In a quiet title action, the Court must consider the entire chain of title. See *Butler, Crocket & Walsh Dev. Corp. v. Pinecrest Pipeline Operating Co.*, 909 P.2d 225, 233 (Utah 1995). The Court has reviewed the relevant deeds, Plat F, Amended Plat F, the Fuller Affidavit, the Perkins Subordination Agreement, and the other title records submitted with the Motions. A review of these documents demonstrates that, in conveying title to Units in the Hotel, Zermatt, Plaintiffs, Legacy, Butler, the Roylances, Rahimi, and the other persons who obtained

ownership in Units of the Hotel, prior to the time that the Patey Defendants claimed or purchased a purported interest in the Hotel, intended to utilize the American numbering system to convey Units by their Unit Door Numbers, and did not utilize the European numbering system, which uses Unit Plat Numbers. This understanding is uniform among all persons who bought or sold Units during the relevant time period and was confirmed by Zermatt with the filing of the Fuller Affidavit and Amended Plat F.

FALSE, I WAS A VICTIM OF BAIT AND SWITCH IN 2013 BY LEGACY AND WESTON FULLER AND MOUNTAIN LAND REAL ESTATE AGENCY.

19. Moreover, the Court construes the 2006 Deeds with reference to the stated intent of Zermatt and Plaintiffs. *W. M. Barnes Co. v. Sohio Nat. Res. Co.*, 627 P.2d 56, 59 (Utah 1981). In doing so, the Court may consider more than just the deeds themselves. Utah's rules of contract interpretation allow the Court to consider any relevant evidence to determine whether a latent ambiguity exists in a contract or deed even if it appears to be unambiguous on its face. *Watkins v. Ford*, 2013 UT 31, ¶ 28, 304 P.3d 841, 847. To the extent it is necessary for the Court to look beyond the 2006 Deeds and the other instruments of title filed of record, the extrinsic evidence here is unanimous and undisputed that Zermatt and all buyers of Privately Owned Units intended to convey the Units with reference their Unit Door Numbers.

False, depended on the date they bought the units. I was a victim of bait and switch see, the story of my stack, and pleading motion to see bait and switch .

20. Patey acknowledges that he knew of the Unit Numbering Discrepancy before he or his entities claimed or purchased any purported interest in the Hotel.

Therefore, the Patey Defendants are not innocent purchasers.

Dr. Rahimi was an innocent purchaser.

21. The Perkins Note, matured on September 1, 2006. There is no evidence the Perkins Note was ever validly extended by the parties thereto, and any action to enforce the Perkins Note or the 2005 Perkins DOT was barred after September 1, 2006 pursuant to U.C.A. §§ 57-1-34 and 70A-3-118(1).

22. Pursuant to Utah Code Section 57-1-29(1), the time for Perkins or his successors, including Patey and Praia, to attack the validity of the 2010 Foreclosure Sale expired on August 9, 2013, three years after the date of the Trustee's Sale. No one attacked or objected to the validity of the Trustee's Sale by August 9, 2013.

ORDER

Based on the foregoing and the Court's review of all pleadings, memoranda, and other documents submitted, it is hereby

ORDERED, ADJUDGED, AND DECREED:

(1) The Three Unit Motion is GRANTED on the ground that the Patey Defendants could not enforce the 2005 Perkins DoT.

Group quiet title does not have any judicial precedent in our country, if it is not mineral rights nor water rights.

(2) The Global Motion is GRANTED in its entirety. Summary judgment is granted in favor of Plaintiffs and against all other parties on their First Claim for Relief for Declaratory Relief and to Quiet Title. THE STATE OF UTAH ONLY ACCEPTS GROUP QUIET TITLE JUDGEMENT FOR WATER RIGHTS OR POSSIBLY MINERAL RIGHTS. SO NOW THAT JUDGE GRIFFIN HAS ALLOWED THIS GROUP QUIET TITLE, TO GO FORWARD HE HAS TO REVIEW EACH STACK. I AM SUGGESTING AGAIN TO START WITH MY STACK OZR6A107, OZR6A207, OZR6A307.

(3) The Legacy Motion is GRANTED in its entirety. Summary judgment is granted in favor of Legacy and against all other parties on its First Claim for Relief for Declaratory Judgment of Quiet Title.

(4) The Roylance Motion is GRANTED in its entirety. Summary judgment is granted in favor of Roylances and against all other parties on Roylances' First Causes of Action, for Quiet Title / Declaratory Judgment stated in their counterclaims and third party complaints filed herein on July 14, 2016.

(5) The Court notes that certain motions to strike and evidentiary objections were filed in connection with the Three-Unit Motion, the Global Motion, the Legacy Motion, and the Roylance Motion. The Court has reviewed the evidentiary issues raised by the parties but notes that any ruling on those issues would not affect the Order set forth herein. As such, the Court declines to issue a ruling on those evidentiary objections.

(6) Praia's Rule 56(d) Motion for Relief is DENIED as moot.

(7) Fee simple title to the following condominium units in the Hotel is vested in the individuals and entities identified below, free and clear of any interest claimed by Praia, Patey, Zermatt, Fuller Heritage, Rahimi (other than Rahimi's ownership of Unit Door No. 107, as set forth below), any other party to this case (except for America First Federal Credit Union under the Term Loan Deed of Trust,

The assignments of the units are against the rule of the law and each chain of title including AFCU'S units need to go in front of a judge. In my opinion since none of the judges involved are not familiar with the chain of titles appeal court should assign a special master like Colin Winchester, an honorable retired judge and expert in this area.

Assignment of Rents and Leases, Security Agreement and Fixture Filing (Ent. 359421)), and any of the foregoing persons' successors or assigns:

UNIT DOOR

NUMBER

UNIT PLAT

NUMBER

OWNER(S)

GROUND FLOOR UNITS

100

000

Legacy Resorts, LLC

101

001

Legacy Resorts, LLC

102

002

Michael L. Aitken

103

003

Legacy Resorts, LLC

104

004

Richard D. Waite & Martha L. Waite

105

005

Troy A. Kohler & Michael L. Kohler

106

006

Mark Butler

107

007

Danesh Rahimi

108

008

Legacy Resorts, LLC

109

009

Legacy Resorts, LLC

110

010

Legacy Resorts, LLC

111

011

Legacy Resorts, LLC

115

015

DUB, LLC

116

016

Mark Lundquist and Leanne Lundquist, Co-Trustees, Mark and Leanne Lundquist Family Trust, dated August 1, 2001

117

017

Legacy Resorts, LLC

118

018

Legacy Resorts, LLC

119

019

David R. Adams and Anna M. Adams, Trustees of the Adams Family Living Trust, dated July 16, 2005

120

020

Mark Butler

121

021

Legacy Resorts, LLC

122

022

Richard D. Waite, Martha L. Waite, Marci Bargeron, Brandon Waite, and Troy Waite

123

023

Capital City Holdings, LLC

124

024

Legacy Resorts, LLC

125

025

The John and Karen Nellist Trust, dated the 7th day of September, 2007

126

026

Paul W. D'Anna and Lee J. D'Anna, Co-Trustees of the D'Anna Revocable Trust,
dated March 4, 2005

127

027

Howard N. Sorensen and Lisa A. Sorensen, Trustees, under The Howard and
Lisa Sorensen Family Trust dated November 19, 2015

128

028

Max W. Swenson and Donna M. Swenson

129

029

John R. Siddoway & Judith I. Siddoway

130

030

M. Richard Walker & Kathleen J. Walker Co-Trustees of the M. Richard Walker
and Kathleen H. Walker Family Trust, dated June 20th, 2004

131

031

MCP Holdings, Inc.

132

032

Gordon & Tanya Roylance (3/12th undivided interest),
V. Robert & Judy M. Peterson (1/12th undivided interest),
Steven & Merrianne Monson (1/12th undivided interest),
Derrick & Alexandria Raynes (1/12th undivided interest),
John Bleazard (2/12th undivided interest),
David Young (3/12th undivided interest),
Eugene Martinez (1/12th undivided interest)

133

033

Max W. Swenson and Donna M. Swenson

134

034

Marilyn D. Hall (50%) and L. Ann Krulic, Trustor and Trustee of The Krulic Living Trust, Dated May 8, 2006 (50%)

135

035

Mountain West IRA, Inc. FBO Mark Butler IRA

137

037

Joel P. Dehlin

138

038

Burkton Real Estate, LLC

UNIT DOOR

NUMBER

UNIT PLAT

NUMBER

OWNER(S)

SECOND FLOOR UNITS

200

100

Legacy Resorts, LLC

201

101

Legacy Resorts, LLC

202

102

Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Capital City Holdings, LLC

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David Butler

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TMO and Family, LLC

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Eckersley, LLC

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110

Mark Butler

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111

Samuel J. Martone and Laurie M. Martone as Trustees of the Samuel J. Martone and Laurie M. Martone Living Trust Dated October 15, 2013

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Fung 401K PSP

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Michael Braman

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Mark E. Rinehart

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The Howard N. Sorensen Living Trust, U/A/D January 19, 2000

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Legacy Resorts, LLC

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Craig Smith & Jill Smith

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Mark E. Rinehart

224

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Legacy Resorts, LLC

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126

AN-D'RUE Holdings, LLC

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127

YOUR HCG, LLC

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128

DUB, LLC

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129

Robert D. Morris & Heidi L. Morris

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130

T & L Whitaker Investment, Ltd.

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131

Chez Nous Too, LLC

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132

Thomas E. Niederee & Laurie A. Niederee

233

133

Ralph Richard Steinke and Susan C. Steinke

234

134

Scott Loomis, Successor Trustee of The Craig R. Loomis Insurance Trust, dated March 14, 1996

235

135

Jody A. Kimball

236

136

Christopher K. Price

UNIT DOOR

NUMBER

UNIT PLAT

NUMBER

OWNER(S)

THIRD FLOOR UNITS

300

200

Legacy Resorts, LLC

301

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

UNIT DOOR

NUMBER

UNIT PLAT

NUMBER

OWNER(S)

FOURTH FLOOR UNITS

400

300

Legacy Resorts, LLC

401

301

Legacy Resorts, LLC

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302

Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

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Legacy Resorts, LLC

UNIT DOOR

NUMBER

UNIT PLAT

NUMBER

OWNER(S)

FIFTH FLOOR UNITS

501

401

Legacy Resorts, LLC

502

402

Legacy Resorts, LLC

503

403 Legacy Resorts, LLC

504404 Legacy Resorts, LLC

It is further ORDERED that all of the counterclaims and cross-claims of the Patey Defendants and Rahimi with respect to title to the above-identified Units are dismissed with prejudice, including the Patey Defendants' First and Second Causes of Action to Quiet Title and for Declaratory Relief.

-----END OF ORDER-----

JUDGE'S ELECTRONIC SIGNATURE APPEARS
AT THE TOP OF THE FIRST PAGE OF THIS DOCUMENT

Approved as to Form:

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