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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/09/2020 at 04:04:00 PM
Clerk of the Superior Court
By Candace Schaeffer, Deputy Clerk

6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO

10
11 PEOPLE OF THE STATE OF CALIFORNIA,
by and through the COMMISSIONER OF
12 BUSINESS OVERSIGHT,

13 Plaintiff,

14 v.

15 SILVER SADDLE COMMERCIAL
DEVELOPMENT, LP, a California limited
16 partnership; SILVER SADDLE RANCH &
CLUB, INC., a California corporation; THE
17 GALILEO COMMERCIAL PROPERTY
OWNERS ASSOCIATION, INC., a California
18 non-profit corporation; THOMAS M. MANEY,
an individual; ACCELERATED ASSETS,
19 LLC, an Arizona limited liability company; SS
PURCHCO, LLC, a Delaware limited liability
20 company; PAHRUMP VALLEY REAL
ESTATE CO., LLC, a Nevada limited liability
21 company; and DOES 1 through 100, inclusive,

22 Defendants.

23 And,

24 MARIAN G. DUCREUX, an individual;
CLIFFORD J. REYNOLDS, an individual;
25 WAYNE A. PEDERSEN, an individual; and
Relief Does 1 through 10, inclusive,

26 Relief Defendants.
27
28

Case No. 37-2019-00049151-CU-MC-CTL

**RECEIVER'S RESPONSE TO MOTION
TO INTERVENE**

IMAGED FILE

Date: July 24, 2020
Time: 9:00 a.m.
Judge: Hon. Joel R. Wohlfeil
Dept.: C-73

Action filed: September 9, 2019
Trial Date: None Set Yet

1 Prospective intervenors Antonio Garcia and Carlos Novelo, officers of the United Owner
2 Investors, Inc., filed their Motion to Intervene on June 4, 2020. The Receiver has no stake in the
3 Motion to Intervene before the Court and takes no position on it. He submits the following
4 response solely to rebut incorrect factual assertions in the Motion which relate to his role and
5 performance as Receiver.

6 **I. The Receiver Has Communicated with Investors**

7 First, in various ways throughout their briefing, the prospective intervenors claim the
8 Receiver either did not engage in sufficient communication with them (see, e.g., Prospective
9 Intervenors' Statement of Facts dated June 4, 2020 ("SoF") at p. 4 [claiming that the Receiver's
10 "impli[cation] that he is communicating with the owner investors. . . . is not completely true"]) or
11 did not communicate with them at all (see Intervenors' Declarations dated June 4, 2020 at ¶ 16
12 ["We declare that [neither] the DBO nor the Receiver have [sic] communicated with the
13 Prospective Intervenors directly or indirectly in reference to the lawsuit."]).

14 This is not the case. Contrary to these assertions, the Receiver has maintained open lines
15 of communication with investors.¹ The Receiver contacted the investors via several different
16 forms of communication (e.g., emails, website, telephone calls, etc.). For example, the Receiver
17 sent several email blasts to investors who previously provided their email addresses to
18 Defendants. The Receiver used the same email list that Defendants previously used to
19 communicate with investors. Specifically, on October 11, 2019, November 26, 2019, and
20 June 11, 2020, the Receiver sent email blasts. (See Declaration of Edward Chang ("Chang
21 Decl.") at Exs. 1, 2, and 3.) Metrics tracked by the Receiver show that the investors are getting
22 the messages:

23 ///

24
25 ¹ At multiple points in their briefing, the prospective intervenors critique the Receiver's failure
26 to "acknowledge" or speak with the prospective intervenors as representatives of the Galileo
27 Commercial Property Owners Association, Inc. (the "Association"). (See, e.g., SoF at p. 2.) As
28 the Receiver stated in his preliminary report, his investigation has led him to conclude that the
Association has no duly-elected Board at the time of his appointment. (See Receiver's
Preliminary Rep. at pp. 15-16.) Accordingly, there was (and is) no reason for the Receiver to
single out particular investors, including the prospective intervenors, for dialogue.

- 1 • For the October 11, 2019 email blast, 2,673 emails were sent, of which 247
2 bounced (2,426 emails delivered). (Chang Decl. ¶ 4.)
- 3 • For the November 26, 2019 email blast, the bounced and unsubscribed email
4 addresses from the prior email blast were removed, and 2,288 emails were sent, of
5 which 90 bounced (2,198 emails delivered). (*Id.* ¶ 5.)
- 6 • For the June 11, 2020 email blast, 2,756 emails were sent, of which 450 bounced
7 (2,306 emails delivered); as of July 7, 2020, 936 emails were opened, meaning the
8 email owner accessed and viewed the message. (*Id.* ¶ 6.)

9 The Receiver has also responded to incoming communications from investors. The
10 Receiver has received more than 350 emails from investors regarding the Silver Saddle matter
11 and has addressed them. (*See id.* ¶ 7.) The Receiver and his staff also regularly answer phone
12 calls from investors about the matter.

13 Finally, as the prospective intervenors concede, information on the case is readily
14 available on the Receiver’s website. (See SoF at p. 4.) This includes a dedicated page
15 containing information on the Silver Saddle Receivership, as well as a list of Frequently Asked
16 Questions and responses. (See Chang Decl. ¶ 7; see also
17 [https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-](https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/)
18 [al/](https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/).) The Silver Saddle Receivership webpage also provides an email contact for the Receiver
19 (info@regulatoryresolutions.com), which the Receiver’s team regularly checks, and from which
20 his team has responded to hundreds of emails from investors as noted above.

21 **II. The Receiver Is Maintaining the Silver Saddle Ranch**

22 Next, the prospective intervenors incorrectly claim that “[t]he Silver Saddle Ranch is now
23 in a deteriorated state.” (SoF at p. 5.) They claim this is “mainly because it is not being
24 tended. . . . The property is rendered in disrepair making the property to be classified as overly
25 distressed, in real estate terms, to even be considered for sale.” (*Ibid.*) The prospective
26 intervenors also argue that the Receiver ignored cost savings that could have been realized
27 through the use of volunteer investors and discounted water and electricity rates. In reality, the
28 Receiver has gone to great lengths to maintain the Ranch while minimizing costs.

1 First, the Ranch is not being marketed as “overly distressed,” nor is it listed at a
2 “distressed” price.² (Chang Decl. ¶¶ 8 and 9.) None of the Receiver’s marketing has identified
3 the property as “distressed” or as being offered at a lower price to rush a sale; rather, the
4 Receiver’s agents prepared a glossy, professional brochure designed to market the property at its
5 full potential. (See *id.* Ex. 4.)

6 Second, the Receiver has maintained the Ranch (and has spent a considerable amount of
7 money doing so), while still responsibly cutting costs when possible. One of those cut costs has
8 been water – the largest expense by far – which is reflected in the appearance of some more
9 desert-like land in the “after” photographs included by the prospective intervenors in support of
10 their motion. Reducing the water to these areas was a calculated decision, intended to decrease
11 costs without affecting the Ranch’s marketing and sale. (Chang Decl. ¶ 10.) The Receiver also
12 fixed a number of water leaks, which also lowered the water bills. (*Ibid.*) The bills, which were
13 over \$40,000 per month at the time of the Receiver’s appointment, have since decreased to
14 approximately \$5,000 per month as of April 2020.³ (*Ibid.*) The Receiver also notes that unlike
15 other kinds of cost cuts, water cuts are easily reversible and cause no lasting harm to the
16 property.

17 The same is true for electricity cuts. When the Receiver took over, the Receivership
18 Defendants’ bank accounts were funding 23 separate Southern California Edison (“Edison”)
19 accounts. (Chang Decl. ¶ 11.) The Receiver’s team spent dozens of hours on the phone with
20 Edison to determine the account numbers, what properties they were tied to, and whether they
21 were past due for payment at the time of the Receiver’s appointment. (*Ibid.*) After significant

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24 ² Four offers were presented for the Ranch. The Receiver agreed to sell the Ranch to Kevin
25 Feterik for \$1,774,500, which is clearly not a distress real estate price. Further details will be
included in the Receiver’s Motion to Approve Sale of Real Property, which will be filed soon.

26 ³ To the extent the prospective intervenors argue that they “could have negotiated payment
27 agreements with regards to water” based on the fact that “[t]here had been discussion in the past
28 that California City was going to provide Silver Saddle Ranch special discounted water rates like
those given to farmers,” the Receiver is aware of no such discussions. To the extent any
occurred, they were clearly just that – discussions. The Receiver took a realistic and cost-
effective approach to the problem.

1 back and forth with Edison, the Receiver was able to cancel the old accounts and open a limited
2 number of new ones (six total) in the name of the Silver Saddle Ranch Receivership.⁴ (*Ibid.*)

3 **III. The Receiver Has Minimized Expenses**

4 The prospective intervenors also take issue with the Receiver’s employment of two
5 former employees to manage and maintain the properties. They claim that alternative (free)
6 resources were available to the Receiver to accomplish these tasks:

7 Some owner investors were willing to volunteer time and effort to
8 serve as care takers of the property through a shift manage [*sic*]
9 schedules; provided [*sic*] for security including assistance in
10 maintenance projects. Some owner investors are experienced in
11 animal care so that these animals did not have to be sold for
12 pennies.

11 (SoF at p. 5.)

12 First, neither the Receiver nor anyone on his team has ever been contacted by investors
13 asking to volunteer to tend to the Ranch or the animals on it. (Chang Decl. ¶ 12.) But even if the
14 Receiver had been contacted by investors asking to volunteer, he would have declined their
15 services. Even setting aside the Galileo Project land (nearly a thousand acres), the Ranch is more
16 than a hundred acres. Trying to manage “shift[s]” of volunteers to secure and tend to it is just
17 not reasonable (or frankly even possible). And the Ranch’s security is more than a hypothetical
18 issue. There have been a number of break-ins since the Receiver took over. (*Id.* ¶ 13.) The
19 Receiver neither expects, nor would want, the investors to have to deal with these risks. Instead,
20 the Receiver retained a prior employee familiar with the property to live on it and secure the
21 premises. (*Ibid.*)

22 With respect to the animals, there was no cost-effective way to keep them. Even if
23 investors had volunteered to take care of them (which none did), there are fixed costs associated
24 with boarding animals. Additionally, even before the Receiver’s appointment Defendants had
25 already suspended operations at the Ranch. Since Defendants had already suspended operations,
26

27 ⁴ Although the prospective intervenors have vaguely suggested that discounted payments could
28 have been negotiated for electricity, see SoF at p. 5, they provide no evidence to support this
assertion.

1 there was no point in keeping the animals at the Ranch for a reopening that might not occur and
2 which, if it did, would occur at some future, unspecified date. In terms of the animals' value, the
3 condition of the Ranch animals⁵ upon the Receiver's appointment was overall relatively poor,
4 and particularly so for the larger (and more valuable) animals, which resulted in lower sales
5 prices.⁶ (Chang Decl. ¶ 15.) Volunteer caretaking would almost certainly not have increased the
6 sales prices obtained, especially when offset for the additional costs of boarding in the interim.

7 As the Receiver noted at the start of this brief, he takes no position on the prospective
8 intervenors' Motion to Intervene. This filing is submitted solely to correct errors in the factual
9 record before the Court.

10
11 Dated: July 9, 2020

MCNAMARA SMITH LLP

12
13 By: 

Edward Chang
Attorneys for Receiver,
Thomas W. McNamara

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25 ⁵ Some of the animals on the property (often the ones in better condition) were personally
26 owned by one of Defendants' former employees and were used with guests. (Chang Decl. ¶ 14.)
The Receiver, of course, had no control over what happened to these animals.

27 ⁶ For example, the Ranch owned three camelids (two alpacas and one llama). (Chang Decl.
28 ¶ 15.) All three had been arranged for rehoming prior to the Receiver's appointment in exchange
for the new owner performing costly and long overdue dental work on all three animals. (*Ibid.*)
The dental work was so far past due that it was affecting their ability to eat. (*Ibid.*)

1 **PROOF OF SERVICE**

2 I, Jill Jacobs, declare as follows:

3 I am an employee of a member of the bar of this Court at whose direction was made in the
4 County of San Diego, State of California. I am over the age of 18 and not a party to the within
action; my business address is 655 West Broadway, Suite 1680, San Diego, California 92101.

5 On July 9, 2020, I served the foregoing document(s) described as:

- 6 • **RECEIVER’S RESPONSE TO MOTION TO INTERVENE**
- 7 • **DECLARATION OF EDWARD CHANG IN SUPPORT OF RECEIVER’S
8 RESPONSE TO MOTION TO INTERVENE**

9 on interested parties in this action by sending the original true copy(ies) thereof as follows:

10 By First Class Mail: I am readily familiar with the firm’s practice of collection and
11 processing correspondence for mailing with the United States Postal Service. Under that
12 practice, it would be deposited with United States postal service on that same day with postage
thereon fully prepaid at San Diego, California in the ordinary course of business. The envelope
was sealed and placed for collection and mailing on that date following ordinary business
practices.

13 By Email: I caused the documents to be sent to the persons at the email address(es) listed
14 below. I did not receive, within a reasonable time after the transmission, any electronic message
or other indication that the transmission was unsuccessful.

15 **VIA EMAIL & U.S. MAIL**

16 Robert R. Lux
17 Boryana Arsova
18 Department of Business Oversight
19 1350 Front Street, #2034
20 San Diego, CA 92101
Tel.: 619-525-3729
Fax: 619-525-4045
robert.lux@dbo.ca.gov
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Attorneys for Plaintiff

VIA EMAIL & U.S. MAIL

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*Attorneys for Defendants Thomas M. Maney;
Silver Saddle Commercial Development, LP;
and Silver Saddle Ranch & Club, Inc.*

21 **VIA EMAIL & U.S. MAIL**

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25 Torrance, CA 90501
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28 orlando@cabandaylawgroup.com
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*Attorneys for Relief Defendant, Wayne A.
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7 *Attorneys for Defendant Kelly A. Maney*

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nicolasmorgan@paulhastings.com
Attorneys for Relief Defendant SS Purchco, LLC

6 **VIA EMAIL & U.S. MAIL**

7 Antonio Garcia (United Owner Investors, Inc.)
8 Carlos Novelo (United Owner Investors, Inc.)
9 4636 Richins Lane
10 Las Vegas, NV 89122
11 Tel.: 702-351-6560
12 galileounitowners@gmail.com
13 *In Pro Per*

VIA U.S. MAIL

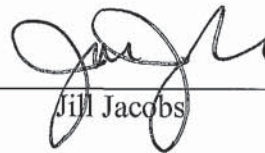
Galileo Commercial Property Owners
Association, Inc.
3430 E. Flamingo Road, Suite 251
Las Vegas, NV 89121
Tel.: 702-351-6560

11 **VIA U.S. MAIL**

12 Clifford J. Reynolds
13 2525 North 20th Avenue
14 Pasco, WA 99301
15 *Defendant in Pro Per*

16 (STATE): I declare under penalty of perjury under the laws of the State of California that the
17 above is true and correct.

18 Executed July 9, 2020, in San Diego, California.

19 
20 _____
21 Jill Jacobs

1 Edward Chang (SBN 268204)
echang@mcnamarallp.com
2 McNAMARA SMITH LLP
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3 San Diego, California 92101
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5 *Attorneys for Receiver,*
Thomas W. McNamara

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15 SILVER SADDLE COMMERCIAL
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16 partnership; SILVER SADDLE RANCH &
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17 GALILEO COMMERCIAL PROPERTY
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20 company; PAHRUMP VALLEY REAL
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21 company; and DOES 1 through 100, inclusive,

22 Defendants.

23 And,

24 MARIAN G. DUCREUX, an individual;
CLIFFORD J. REYNOLDS, an individual;
25 WAYNE A. PEDERSEN, an individual; and
Relief Does 1 through 10, inclusive,

26 Relief Defendants.
27

Case No. 37-2019-00049151-CU-MC-CTL

**DECLARATION OF EDWARD CHANG
IN SUPPORT OF RECEIVER'S
RESPONSE TO MOTION TO
INTERVENE**

IMAGED FILE

Date: July 24, 2020
Time: 9:00 a.m.
Judge: Hon. Joel R. Wohlfeil
Dept.: C-73

Action filed: September 9, 2019
Trial Date: None Set Yet

1 I, Edward Chang, hereby declare as follows:

2 1. I am counsel of record for Thomas W. McNamara in his capacity as Court-
3 appointed Receiver of the Receivership Defendants. I have personal knowledge of the facts set
4 forth in this Declaration and if called as a witness I could and would competently testify to the
5 facts stated herein.

6 2. I make this declaration in connection with the Receiver's concurrently filed
7 Response to Motion to Intervene.

8 3. I have personal knowledge of the facts set forth in this Declaration and if called as
9 a witness I could and would competently testify to the facts stated herein.

10 4. On October 11, 2019, an email blast was sent out to the email addresses on file for
11 the Galileo Project investors. A true and correct copy of the body of that email blast is attached
12 hereto as Exhibit 1. Metrics tracked by the Receiver's team show that 2,673 emails were sent, of
13 which 247 bounced (2,426 emails were delivered).

14 5. On November 26, 2019, an email blast was sent out to the email addresses on file
15 for the Galileo Project investors. A true and correct copy of the body of that email blast is
16 attached hereto as Exhibit 2. Bounced and unsubscribed email addresses from the prior email
17 blast were removed from the email list before the November 26 e-blast was sent. Metrics
18 tracked by the Receiver's team show that 2,288 emails were sent, of which 90 bounced (2,198
19 emails were delivered).

20 6. On June 11, 2020, an email blast was sent out to the email addresses on file for
21 the Galileo Project investors. A true and correct copy of the body of that email blast is attached
22 hereto as Exhibit 3. Metrics tracked by the Receiver's team show that 2,756 emails were sent, of
23 which 450 bounced (2,306 emails were delivered). As of July 7, 2020, those metrics showed that
24 936 of those emails were opened, meaning the email owner accessed and viewed the message.

25 7. The Receiver's website hosts a dedicated page containing information on the
26 Silver Saddle Receivership, as well as a list of Frequently Asked Questions and responses. See
27 [https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-](https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/)
28 [al/.](https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/)) The Silver Saddle Receivership webpage also provides an email contact for the Receiver

1 (info@regulatoryresolutions.com), which the Receiver’s team regularly monitors, and from
2 which his team has responded to more than 350 emails from investors regarding the Silver
3 Saddle matter.

4 8. The Silver Saddle Ranch is not being marketed as “overly distressed.” It is not
5 listed at a “distressed” price, but rather, at a price in line with the appraisal obtained by the
6 Receiver.

7 9. Attached hereto as Exhibit 4 is a brochure prepared by Kidder Mathews to market
8 the Silver Saddle Ranch.

9 10. The Receiver made the decision to reduce water to certain areas of the Ranch in
10 order to decrease the Ranch’s monthly water bills without affecting the Ranch’s marketing and
11 sale. He also arranged for the repair of a number of water leaks, which helped to lower the water
12 bills further. The bills were over \$40,000 per month at the time of the Receiver’s appointment,
13 but they have decreased to \$5,000 per month as of April 2020.

14 11. When the Receiver took over, the Receivership Defendants’ bank accounts were
15 funding 23 separate Southern California Edison accounts. The Receiver’s team spent dozens of
16 hours on the phone with Edison to determine the account numbers, what properties they were
17 tied to, and whether they were past due for payment at the time of the Receiver’s appointment.
18 After significant back and forth with Edison, the Receiver was able to cancel the old accounts
19 and open a limited number of new ones (six total) in the name of the Silver Saddle Ranch
20 Receivership.

21 12. Neither I, nor anyone else working for the Receiver, has been contacted by
22 investors asking to volunteer to tend to the Ranch or the animals on it.

23 13. There have been a number of break-ins at the Ranch since the Receiver took over,
24 which is why the Receiver retained a prior employee familiar with the property to live on it and
25 secure the property.

26 14. Several of the animals residing on the Ranch belonged to one of Defendants’
27 former employees, and not Defendants. I understand that at least some of these animals were
28 used with guests.

1 15. Sales prices for the animals were low overall because many of the animals were in
2 poor condition when the Receiver was appointed. The camelids in particular badly needed costly
3 dental work, and their teeth were in such poor condition that it was affecting their ability to eat.
4 Because the work that needed to be done was expensive and possibly exceeded the camelids'
5 value, the Receiver chose to arrange for a rehoming of the camelids in exchange for their dental
6 work.

7 I declare under penalty of perjury under the laws of the United States that the foregoing is
8 true and correct.

9 Executed this 9th day of July, 2020, in San Diego, California.

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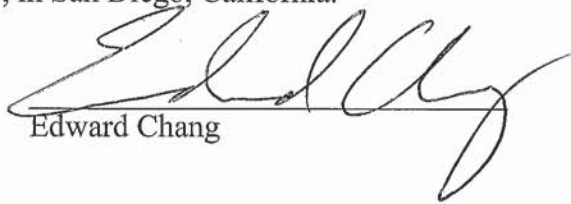

Edward Chang

EXHIBIT INDEX

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<u>Exhibit</u>	<u>Page</u>
1 Email Blast to Investors (October 11, 2019).....	1
2 Email Blast to Investors (November 26, 2019).....	2
3 Email Blast to Investors (June 11, 2020)	3
4 Kidder Mathews Sales Brochure.....	4

EXHIBIT 1

Silver Saddle Receivership
October 11, 2019 Email Blast to Investors

Department of Business Oversight v. Silver Saddle Commercial Development, LP, et al.,
San Diego County Superior Court, Case No. 37-2019-00049151-CU-MC-CTL

On September 9, 2019, the California Commissioner of Business Oversight (“DBO”) filed a lawsuit regarding the **Galileo Project** (also known as Landbank Plus investment) offered through **Silver Saddle Ranch and Club, Inc.** Based on our records, we believe you may have invested in the Galileo Project.

On September 24, the Superior Court issued a Temporary Restraining Order (“TRO”) with asset freeze and appointment of a Receiver over **Silver Saddle Ranch and Club, Silver Saddle Commercial Development, and Galileo Commercial Property Owners Association. Thomas Maney** is also a defendant in the case, while **Marian Ducreux, Clifford Reynolds,** and **Wayne Pedersen** are named as relief defendants. The Receiver has established a website and copies of the lawsuit documents are available here:

<https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/>.

As you may know, the defendants closed Silver Saddle Ranch and Club shortly after Labor Day. It remains closed. The defendants’ Burbank office was in the process of closing at the time the Receiver was appointed. It also remains closed.

The Receiver has begun an examination of the defendants’ business operation. We will report to the Superior Court and investors periodically with updates.

The next court hearing is on October 16, 2019 at 1:30 p.m. in Department 73, in the San Diego Superior Court. At that time, the judge will determine whether a preliminary injunction should be granted. The Receiver will post an update on the website after the hearing. There is also a list of Frequently Asked Questions (“FAQs”) on website.

<https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/>.

After reviewing the website fully if you still have a question that is not answered please email them to info@regulatoryresolutions.com.

*****DO NOT “REPLY” TO THIS EMAIL. If you have questions, send them to info@regulatoryresolutions.com.*****

EXHIBIT 2

Silver Saddle Receivership
November 26, 2019 Email Blast to Investors

Update: Department of Business Oversight v. Silver Saddle Commercial Development, LP, et al., San Diego County Superior Court, Case No. 37-2019-00049151-CU-MC-CTL

As we previously communicated, on September 9, 2019, the California Commissioner of Business Oversight (“DBO”) filed a lawsuit regarding the **Galileo Project** (also known as Landbank Plus investment) offered through **Silver Saddle Ranch and Club, Inc.** Based on our records, we believe you may have invested in the Galileo Project.

On September 24, the Superior Court issued a Temporary Restraining Order (“TRO”) with asset freeze and appointment of a Receiver over **Silver Saddle Ranch and Club, Silver Saddle Commercial Development, and Galileo Commercial Property Owners Association.** **Thomas Maney** is also a defendant in the case, while **Marian Ducreux, Clifford Reynolds,** and **Wayne Pedersen** are named as relief defendants.

On October 16, 2019, the Superior Court heard arguments on DBO’s motion for Preliminary Injunction and the judge granted the motion. On October 30, 2019, a written order granting the Preliminary Injunction was issued. A copy is available on the Receiver’s website.

The Receiver continues to examine the defendants’ business operation. We will report to the Superior Court and investors periodically with updates. As you may know, the defendants closed Silver Saddle Ranch and Club shortly after Labor Day. It remains closed to the public and investors. We are in the process of having the Ranch and Galileo properties appraised. The defendants’ Burbank office was in the process of closing at the time the Receiver was appointed. It has been now been permanently closed.

The Receiver has established a website and copies of the lawsuit documents are available here: <https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/>.

There is also a list of Frequently Asked Questions (“FAQs”) on website. <https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/>. After reviewing the website fully if you still have a question that is not answered please email them to info@regulatoryresolutions.com.

***DO NOT “REPLY” TO THIS EMAIL. If you have questions, send them to
info@regulatoryresolutions.com.***

EXHIBIT 3

Silver Saddle Receivership
June 11, 2020 Email Blast to Investors

Silver Saddle Receivership Update

DO NOT “REPLY” TO THIS EMAIL. If you have questions, send them to info@regulatoryresolutions.com with the subject **Silver Saddle**.

As you know, in September 2019, the California Department Business Oversight (“DBO”) filed a lawsuit regarding the **Galileo Project** (also known as Landbank Plus investment) offered through **Silver Saddle Ranch and Club, Inc.** The Court issued a Temporary Restraining Order (“TRO”) and appointed Thomas W. McNamara as receiver (“Receiver”) over **Silver Saddle Ranch and Club, Silver Saddle Commercial Development, and Galileo Commercial Property Owners Association.** In October 2019, the Court issued a Preliminary Injunction confirming the restraining order and the Receiver’s appointment. Prior to the TRO, the defendants had closed Silver Saddle Ranch and Club because it operated at a loss; the Ranch remains closed.

DBO also named a number of individuals as defendants. These include **Thomas Maney, Kelly Maney, Maria Rosales, Robert Kvassay, and Richard Huebner,** as defendants, and relief defendants **Marian Ducreux, Clifford Reynolds, and Wayne Pedersen.**

In May 2020, DBO filed an amended complaint, adding additional defendants, **Accelerated Assets, LLC, SS Purcho, LLC, and Pahrump Valley Real Estate Co., LLC.** DBO also filed a motion for preliminary injunction to stop these additional corporate defendants from collecting money related to the Galileo Project. The Court is currently scheduled to hear DBO’s motion for preliminary injunction on July 24, 2020 at 9:00 a.m.

Copies of the court filings and other relevant documents are available at the Receiver’s website: <https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/>.

On March 13, 2020, the Receiver filed the first status report. In sum, the Receiver (1) completed the efforts to vacate the Burbank office and relocate the business records to the Ranch (which defendants had in process at the time of the TRO); (2) retained a former employee to be the full-time caretaker of the Ranch; (3) secured insurance for the Ranch; and (4) continued to minimize operating expenses at the Ranch. A copy of the report is available on the Receiver’s website.

Even though operating expenses have been reduced, maintaining the Ranch continues to drain the limited resources of the Receivership Estate. For the five-month period of September 2019 to March 2020, water, electricity, labor, and insurance costs for the Ranch was approximately \$230,000. Because of these ongoing costs, we have determined selling the Ranch is in the best interest of the Receivership Estate. After obtaining an extensive appraisal, the Receiver’s team interviewed and selected a broker, Kidder Mathews, to sell the Ranch. It is currently listed for \$1,895,000. A copy of the listing brochure is available on the Receiver’s website.

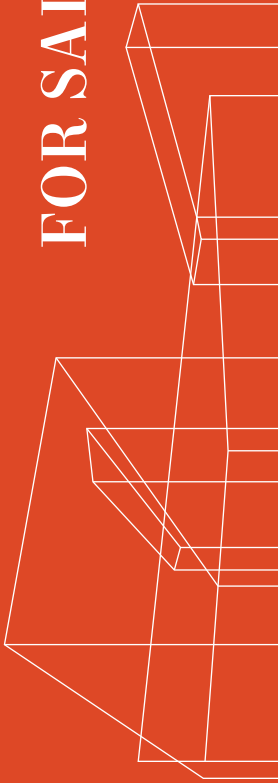
We will continue to send emails out periodically, but please check the Receiver’s website for updates: <https://regulatoryresolutions.com/case/people-v-silver-saddle-commercial-development-lp-et-al/>. There is also a list of Frequently Asked Questions (“FAQs”) on the website. After reviewing the website and FAQs fully if you still have a question that is not answered please email info@regulatoryresolutions.com with the subject **Silver Saddle**.

EXHIBIT 4



Silver Saddle Ranch and Club Resort

20751 ARISTOTLE DRIVE, CALIFORNIA CITY, CA 93505



FOR SALE



Approximately 288 acres of land, including multiple buildings totaling approximately 50,721 SF. Price \$1,895,000.00

BUILDING A (Two Story) 17 guest rooms

BUILDING B (Two Story) 20 guest rooms

BUNGALOWS (Two Buildings) 8 guest rooms

COTTAGES (One Building) 3 guest rooms

CLUBHOUSE BUILDING features a lobby, game room, billiards room, lounge, restaurant facility, commercial kitchen, and outdoor dining area

TWO swimming pools and Hot Tub with restrooms.

ADMINISTRATION building

EQUESTRIAN CENTER with stables

CORRALS and Rodeo Ring

LARGE central private lake with boat launch

20 pull-through RV spaces with full hookups

48 space campground for tents/ small RV's

CONFERENCE center

TWO small movie theaters

TRADING post building

ONE mobile home

BOAT house

SPA facility

FOR SALE

Silver Saddle Ranch and Club Resort

20751 ARISTOTLE DRIVE, CALIFORNIA CITY, CA 93505



KEY

	Hotel, Club House, & Pavilion
	Parking
	Amenities
	Pools
	Ponds & Lakes
	Camping & CRV Sites
	Park
	Gas Tank 250 Gallons
	Diesel Tank 500 Gallons
	Propane Tank 500-1,000 Gallons
	Designated smoking areas

EMERGENCY EVACUATION AREAS

1	Hotel A & B and Bungalows
2	Club house, Restaurant, Bar, & Stables
3	Trap & Skeet, Archery, & Park Area
4	Sales Pavilion
5	Sales

RECREATIONAL FACILITIES

Miniature Golf Course
Driving Range
Archery Range
Trap & Skeet shooting Area
Petting Zoo area
Tennis, Basketball and Shuffleboard courts
Children's Playground
Exercise Room

This property is under Receivership. The Sale must be approved by the Court. Property is sold in it's "AS-IS, WHERE-AS" Condition.

TERESIA KNIGHT
951.217.4229
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LIC N° 0128241

GREG MYERS
951.217.4329
LIC N° 01176067

FOR SALE

Silver Saddle Ranch and Club Resort

20751 ARISTOTLE DRIVE, CALIFORNIA CITY, CA 93505



KIDDER.COM

This information supplied herein is from sources we deem reliable. It is provided without any representation, warranty, or guarantee, and is not intended to be used as a basis for any investment decision. It is provided for informational purposes only and does not constitute an offer of securities. Prospective Buyer or Tenant should conduct an independent investigation and verification of all matters deemed to be material, including, but not limited to, statements of financial condition and expenses. Consult your attorney, accountant, or other professional advisor.

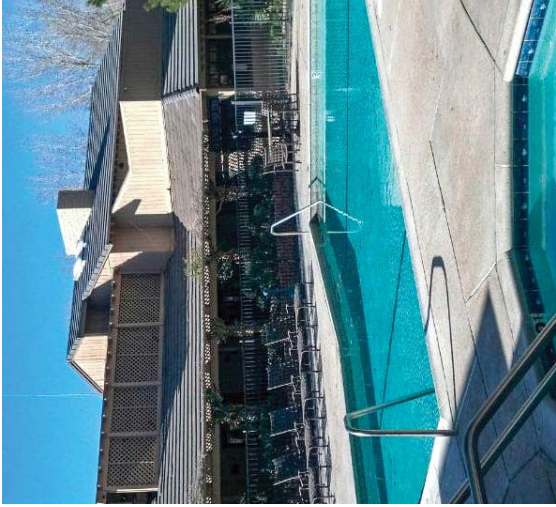
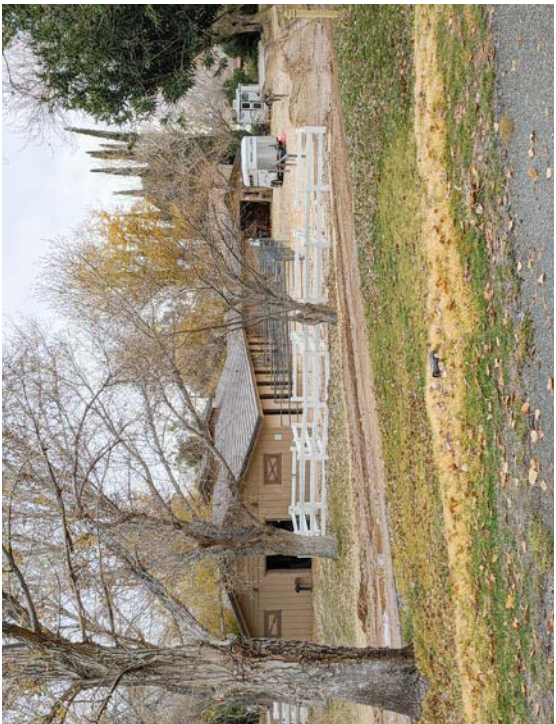
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Kidder Mathews

FOR SALE

Silver Saddle Ranch and Club Resort

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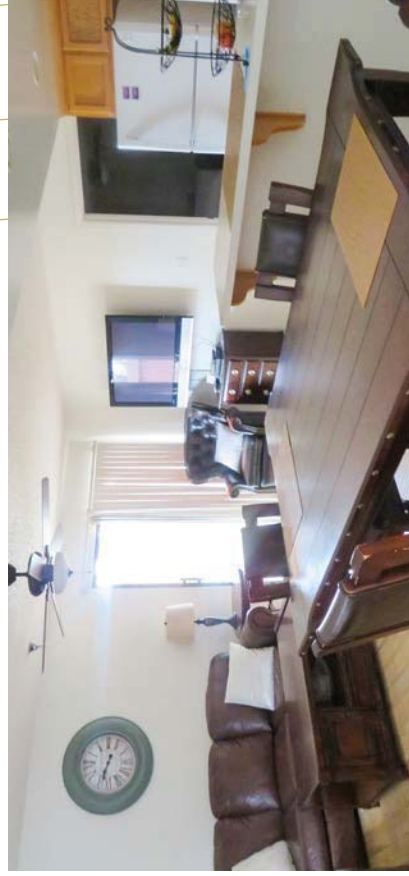
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Kidder Mathews

FOR SALE

Silver Saddle Ranch and Club Resort

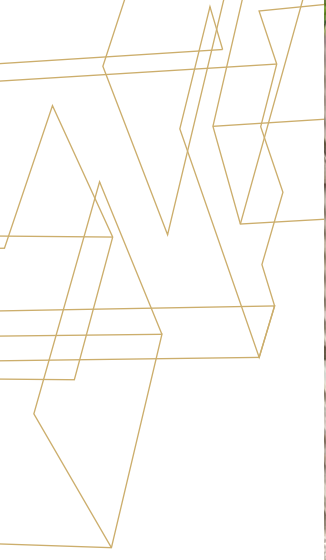
20751 ARISTOTLE DRIVE, CALIFORNIA CITY, CA 93505



FOR SALE

Silver Saddle Ranch and Club Resort

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**Kidder
Mathews**