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THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH

RUSSELL GREER,

Plaintiff,

v.

JOSHUA MOON, *et al.*

Defendant.

**DEFENDANTS' MOTION FOR
SANCTIONS ARISING OUT OF
ECF NO. 276**

Case No. 2:24-cv-00421-DBB

District Judge David Barlow
Magistrate Judge Jared C. Bennett

NOW COME the Defendants, by and through undersigned counsel, and submit this Motion for Sanctions arising from materially false statements filed by the Plaintiff at ECF No. 276.

I. Introduction and Factual Background

This Court notified the parties on March 13, 2025 that it would hold a hearing on May 6, 2025. ECF No. 260. Among the topics at that hearing was Defendants' Motion for Sanctions, ECF No. 234, in which Defendants asserted that Mr. Greer had made multiple materially false statements to this Court. It has now been proven that Mr. Greer took extreme measures to avoid the May 6 hearing, including but not limited to fabricating an "emergency" business meeting of which he only became aware on May 1, 2025. ECF No. 276. Because Mr. Greer filed a sanctionable false motion to avoid a hearing on another sanctionable false motion, this Court should once again sanction him. This time, the proper sanction is termination of the case.

On April 14, 2025, Mr. Greer wrote to the City of Winnemucca and specifically attached a request that he be permitted to speak at the May 6, 2025 City Council meeting. ECF No. 293-2 at 4. The May 6, 2025 hearing in this Court had been scheduled over a month prior, but that didn't matter to Mr. Greer. Charging full speed ahead, the Plaintiff submitted a form, signed on behalf of "Intimate Dealings, LLC," in which he stated the purpose of speaking on May 6, 2025 at 1:00 p.m. would be to amend the City Code to allow new brothels, or alternatively to force the existing owners of brothel-zoned property to sell their parcels to him.¹ Exhibit B at 4.

Ten days later, on April 24, 2025, Mr. Greer resubmitted a different agenda request to the City of Winnemucca. ECF No. 293-2 at 14. But Mr. Greer reiterated that he was asking to speak at the May 6, 2025 Winnemucca City Council Meeting. In this new request – signed by "Russell Greer" on "4/14/2025," Mr. Greer reiterated that his "Requested Meeting Date" was "May 6th, 2025." ECF No. 293-2 at 14.²

On May 1, 2025 at 9:30 a.m., Mr. Greer told this Court that he had an "emergency" which had only arisen that very same morning. ECF No. 276 at 2 ("On Thursday, 5-1-25,

¹ The Plaintiff's proposal for the City of Winnemucca sheds light on his broader theories of the law, and will ultimately be relevant for purposes of this Court or some other court in determining whether Mr. Greer is a vexatious litigant. Specifically, Mr. Greer indicated that it was a public nuisance that a property owner in Winnemucca *was not* operating a brothel. ECF No. 293-2 at 6. Mr. Greer therefore sought for the City of Winnemucca to expropriate private property and transfer it to him, so that he could abate the nuisance that is a parcel without a brothel on it, by building a brothel. ECF No. 293-2 at 6.

² Illustrative of Mr. Greer's pattern of filing legal documents prior to doing research, rather than after conducting a full investigation, Mr. Greer told the Winnemucca City Council on April 24, 2025 that he had discovered the City could not condemn property as a public nuisance and transfer it to him for purposes of fulfilling his dreams of building the best brothels in Nevada. ECF No. 293-2 at 15. It turned out that the Nevada Constitution stood in the way of Mr. Greer's dreams to build a brothel on land seized from others. *Id.* So Mr. Greer amended his proposal, asking that the City rezone a hotel for purposes of operating a brothel. *Id.*

Plaintiff was informed that he had to be at a business meeting in rural Nevada on 5-6-25, very oddly taking place at the same time as the court hearing.”). That statement was patently false: Mr. Greer himself had *twice* requested to appear at the Winnemucca City Council meeting on May 6 *at the exact same time as this Court’s hearing relating to sanctions*. Mr. Greer’s first request and his second request both sought to speak in Winnemucca on May 6, 2025, and both requested May 20, 2025 only as a backup date if May 6, 2025 was not available. ECF No. 293-2 at 4 and 14.

Although Mr. Greer told this Court that there was an “emergency” that required this Court to continue its proceedings to another day, Mr. Greer never told the City of Winnemucca that there was a similar “emergency” that barred his attendance at their meeting. Instead, Mr. Greer simply stated that he preferred May 20, while not correcting (and even re-attaching) his signed form indicating he requested May 6. ECF No. 293-2 at 25. The only “emergency” appears to be that Mr. Greer wished to avoid having sanctions imposed by this Court.

Defendants were forced to move quickly to respond Mr. Greer’s “emergency” request in this Court. ECF No. 277. In that opposition, Defendants pointed out that Mr. Greer has a history of claiming to travel to Northern Nevada for brothel-related purposes, which are naturally not emergencies. *Id.* at 3. The Court ultimately denied Mr. Greer’s request for an “emergency” continuance on May 2. ECF No. 278. But Defendants at that time had no idea just how prescient their opposition was, or just how grave Mr. Greer’s misrepresentations had been.

On May 6, 2025, at 12:07 p.m. (Pacific Time), the Winnemucca City Council was accommodating Mr. Greer. They offered to hear his prostitution-related requests without

him, so that he could attend to other matters (presumably, his hearing in this Court, which had begun at 1:00 p.m. Mountain Time). ECF No. 293-2 at 27. But Mr. Greer soldiered on, and gave a fulsome presentation to the Winnemucca City Council anyway. He did so at the expense of the proceedings in this Court, which were ongoing since 1:00 p.m. (Mountain Time). The audio of the May 6, 2025 hearing appears to show Mr. Greer's phone emitted at least one "chime" at around the 13:00 mark, and may have emitted vibrations at other key junctures of the proceedings. There is also a long pause in the audio tape that corresponds with page 33 of the Transcript of the May 6, 2025 hearing, in which the Court had to repeat itself to get Mr. Greer's attention while it was inquiring about Mr. Greer's ability to support himself for purposes of in forma pauperis status. Additionally, the transcript bears out that Mr. Greer was having "inaudible" conversations with third parties throughout the proceedings on May 6.

Undersigned counsel first uncovered evidence that Mr. Greer had manufactured the "emergency" on May 6, 2025 and filed that evidence at ECF No. 285-3 on May 12, 2025. Mr. Greer took immediate steps to cover his tracks and frustrate undersigned counsel's investigation of the true state of affairs, as contrasted with Mr. Greer's false narrative of an "emergency."³ Just two days later, Mr. Greer wrote to the City of Winnemucca to tell them that "Matthew Hardin... is an attorney, but a very unethical one at that." ECF No. 293-2 at 31. Mr. Greer went on to demand that the City of Winnemucca refuse to release their records relating to Mr. Greer's City Council appearance absent a court order. *Id.* Naturally, Winnemucca declined. *Id.* at 32. But Mr. Greer's purpose was clear: he wanted to hide the evidence described above relating to his fabricated "emergency" that he had

³ Mr. Greer frequently attempts to frustrate undersigned counsel's investigative efforts. Perhaps most memorable, Mr. Greer told his own two witnesses to seek to quash depositions and not to cooperate with undersigned counsel at ECF No. 200.

hoped to use to avoid sanctions in this Court. And indeed, although Mr. Greer's representations to this Court continue to occasionally insist that there was still some sort of "business meeting" in Winnemucca, ECF No. 290 at 4, Mr. Greer confessed to the City of Winnemucca that it was not an undefined "business meeting" that conflicted with his ability to appear in this Court on May 6, 2025. Instead, Mr. Greer explained that this Court's hearing conflicted only with "the city council meeting I was given short term notice of that you wouldn't postpone." ECF No. 293-2 at 32.⁴

The first time Mr. Greer came clean to this Court was as the instant motion was being drafted. At ECF No. 299, Mr. Greer ironically stated, for the first time and in a motion for sanctions against undersigned counsel, that the defense was right from the beginning: Mr. Greer did indeed "schedule[] a city council meeting on the same day as the court hearing." *Id.* at 2. But what Mr. Greer belatedly characterized – only after being caught in his web of lies – as a "goof," *id.*, cannot simultaneously have been an "emergency." ECF No. 276. Mr. Greer cannot belatedly change his narrative to escape a finding that his early (mis)representations are sanctionable.

Mr. Greer has lied to this Court, and it is not the first time. Under *Archibeque v. Atchison, T. & S.F. Ry.*, 70 F.3d 1172, 1174 (10th Cir. 1995), the appropriate remedy for Mr. Greer's repeated misrepresentations is dismissal.

II. Standard of Review

"Rule 11 sanctions are meant to serve several purposes, including (1) deterring future

⁴ This statement by Mr. Greer to the City of Winnemucca is as untrue as are Mr. Greer's representations to this Court. Specifically, Mr. Greer does not explain why he on two separate occasions specifically requested to meet with the City Council on May 6, 2025, if he also wants to blame the city for not postponing the meeting.

litigation abuse, (2) punishing present litigation abuse, (3) compensating victims of litigation abuse, and (4) streamlining court dockets and facilitating case management.” *White v. GM Corp.*, 908 F.2d 675, 683 (10th Cir. 1990). To impose Rule 11 sanctions, the Court must first find that a pleading, written motion, or other paper violates Rule 11. *Collins v. Daniels*, 916 F.3d 1302, 1319 (10th Cir. 2019). To avoid sanctions, a litigant's conduct must be objectively reasonable. *Id.* at 1320 (citing *Adamson v. Bowen*, 855 F.2d 668, 673 (10th Cir. 1988)). The objective reasonableness standard “applies whether the person against whom sanctions are sought is an attorney, a pro se litigant, or both.” *McCormick v. City of Lawrence, Kan.*, 218 F.R.D. 687, 690 (D. Kan. 2003) (citing *Wesley v. Don Stein Buick, Inc.*, 184 F.R.D. 376, 378 (D. Kan. 1998)).

“Legal contentions are ‘frivolous,’ and thus sanctionable under Rule 11, when the party advancing them has not made reasonable inquiry into the governing law or the relevant facts.” *Lawrence v. Cherry Creek Sch. Dist. No. 5*, Civil Action No. 24-cv-00678-DDD-KAS, 2025 U.S. Dist. LEXIS 29785, at *4 (D. Colo. Feb. 19, 2025), citing *Greeley Publ'g. Co. v. Hergert*, 233 F.R.D. 607, 611 (D. Colo. 2006) (citations omitted). The standard is an objective, not subjective or based on the individualized beliefs of a particular litigant. *Dodd Ins. Servs., Inc. v. Royal Ins. Co. of Am.*, 935 F.2d 1152, 1155 (10th Cir. 1991). Even “[a] good faith belief in the merit of an argument is not sufficient... a plaintiff proceeding on a pro se basis is equally subject to the requirements of Rule 11.” *Quarrie v. Wells*, No. 17-350 MV/GBW, 2020 U.S. Dist. LEXIS 236358, at *38-39 (D.N.M. Dec. 16, 2020) (collecting cases).

III. Argument

Mr. Greer did not have an “emergency” on May 6, 2025. He didn’t even have a

“business” emergency. Instead, Mr. Greer selected, on two separate occasions long after this Court’s hearing for that date was scheduled, to request that the Winnemucca City Council set aside time for him to discuss his dreams of establishing a brothel in northern Nevada. Only after Mr. Greer was caught in his lies – and after first trying to cover those lies up by emailing the City of Winnemucca with a demand that the government officials there wrongfully deny a Nevada Public Records Act request – did the Plaintiff finally confess to a “goof.” That is not good enough.

Although the Tenth Circuit uses four analytical factors to determine what sanctions are appropriate, the factors are not a “rigid test,” and “determining the correct sanction is a fact specific inquiry that the district court is in the best position to make.” *Archibeque v. Atchison, T. & S.F. Ry.*, 70 F.3d 1172, 1174 (10th Cir. 1995) (internal quotations and citations omitted). The factors are: “(1) the degree of actual prejudice to the defendant; (2) the amount of interference with the judicial process; (3) the culpability of the litigant; (4) whether the court warned the party in advance that dismissal of the action would be a likely sanction for non-compliance; and (5) the efficacy of lesser sanctions.” *Id.*

Here, Defendants confess that there does not appear to be much prejudice from Mr. Greer’s “emergency” motion for a continuance of the May 6 hearing, standing alone. After all, the Court denied Mr. Greer’s “emergency” motion on its merits. ECF No. 278. But that is not the full context of the harm to Defendants: Instead, as Defendants have pointed out consistently in this matter, Mr. Greer refuses to abide by the rules that govern ordinary litigants. Instead, Mr. Greer “pops off at the mouth, or the pen,” without doing even the most cursory of factual or legal investigation. Transcript of May 6, 2025 hearing at 20:6.

That is what has yet again happened here, as part of a pattern on Mr. Greer's part and *in a specific effort by Mr. Greer to prevent the Defendants from having their day in Court on the earlier sanctions motion*, among other motions scheduled to be heard on May 6. The prejudice to the Defendants is thus best analyzed globally, rather than with respect to one individual motion for a continuance. Put simply: Defendants have learned – as this Court has also seen firsthand – that Mr. Greer cannot be taken at his word on anything, no matter how small or seemingly insignificant. Mr. Greer cannot even be given the benefit of the doubt when he tells this Court and counsel that he is facing an “emergency,” which is ordinarily the cause for considerable grace.

Similarly, Mr. Greer's latest “emergency” motion may not seem to have caused much interference in the judicial process, if it is analyzed in a vacuum. After all, the Court denied Mr. Greer's “emergency” motion on its merits, without even inquiring into whether those merits were fabricated. But again, the judicial process did not begin and end on May 6. Mr. Greer has shown that he cannot be trusted with any of his representations at all. And he has shown that he values this Court's time less than he values his own and those with whom he seeks to conduct prostitution-related business deals, because Mr. Greer will do anything he can to evade a court hearing, but will not similarly seek to avoid any other engagement.

The culpability of Mr. Greer is extreme in this matter. Not only did he make a material misstatement of fact *in an effort to avoid a hearing at which he was facing an allegation that he had made two other material misstatements of fact*, but Mr. Greer also took great pains to hide his lies. First, Mr. Greer told the City of Winnemucca not to release the documents that would prove he was not facing an “emergency” on May 6. ECF No. 293-

2 at 32. Then, when that failed, Mr. Greer told this Court that he hadn't lied at all. ECF No. 290 at 4 (stating there really was a business meeting, not just a City Council meeting). Lastly, Mr. Greer changed his narrative entirely after he'd been caught, characterizing the whole thing as just a "goof." ECF No. 299 at 5. Mr. Greer cannot possibly learn his lesson if he is permitted to continue to litigate this case, and Plaintiff will certainly continue in the pattern he has demonstrated to date. Defendants will need to fact-check every representation Mr. Greer makes, and Mr. Greer will continue to edit his story with each passing filing. Enough is enough: this case must be dismissed.

This Court previously warned Mr. Greer that this case might be dismissed for failure to prosecute, when this case was in its infancy and Mr. Greer first began his pattern of noncompliance with Court orders. And this Court expressly warned Mr. Greer at the hearing on May 6, 2025, that representations made to the Court must be reasonably investigated. It is a great irony that Mr. Greer attempted to use his own fraudulent misstatements to continue the May 6 hearing and to avoid that warning. But Mr. Greer cannot profit from his own continuing malfeasance.

Lastly, Mr. Greer has shown that he does not care about "lesser sanctions" in this litigation, and therefore lesser sanctions will not deter Mr. Greer from continuing his misbehavior. When Defendants were forced to incur over \$5,000 in costs due to Mr. Greer's failure to make proper initial disclosures, ECF No. 228, this Court later reduced Mr. Greer's responsibility to make Defendants whole to \$1,000. ECF No. 230.⁵ This despite that the sanctions were expressly intended to make Defendants whole for costs

⁵ Ostensibly, one of the Court's grounds for reducing the sanctions owed to Defendants was that Mr. Greer was proceeding in forma pauperis. But Mr. Greer's in forma pauperis status was itself revoked because Mr. Greer confessed in open Court on May 6, 2025 that he had no difficulty paying filing fees.

wrongfully incurred because of Mr. Greer's litigation misconduct. But Mr. Greer has not paid that reduced amount or any other amount, even after his motion for a stay and a bond was denied. ECF No. 283 (denying ECF No. 251). Indeed, Mr. Greer has recently bragged that he has decided not to pay the award this Court made in Defendants' favor, specifically because Mr. Greer is mad that Defendants have continued to defend this case rather than capitulate to the Plaintiff's narrative. Exhibit A.

In short: Mr. Greer's sanctionable behavior has continued and even escalated, with the Plaintiff making clear that he will even fabricate an "emergency" to avoid being called out on other fabrications. There are no sanctions short of dismissal that will deter Plaintiff, or make Defendants whole. This Court should dismiss the case.

IV. Conclusion

This Court should impose appropriate sanctions against Mr. Greer. Defendants request dismissal as the minimum adequate form of relief.

DATED May 19, 2025

HARDIN LAW OFFICE

/s/ Matthew D. Hardin

Matthew D. Hardin

Attorney for Defendants

From: Russell Greer RussMark@gmail.com
Subject: Re: Request for Payment
Date: May 16, 2025 at 1:05 PM
To: matthewdhardin@protonmail.com



RG

Hi sir.

Because I believe you are not entitled to it. I goofed up with the initial disclosure. This is my first time ever getting this far in a lawsuit. I don't believe I should be sanctioned for a mistake or because my witnesses did a 180 on me.

I was at one time going to pay it, but then you keep filing frivolous notices that have nothing to do with this case and so I decided I would just fight this and appeal this. I need to file another stay to have the 10th circuit look at whether this is justifiable.

I know you'll publish this as a notice, I would ask you to stop publishing things that don't need to be published.

Also why are you messaging me on 3 different emails: there's a gmail, an iCloud and now a proton

.
Thanks

Sent from my iPhone

On May 16, 2025, at 7:27 AM, Matthew D. Hardin <matthewdhardin@gmail.com> wrote:

Good afternoon, Mr. Greer.

I'm writing again because we have not heard from you with respect to your (non) payment of the sanctions awarded against you. As you know, Judge Barlow ordered you to pay us by March 13, 2025. ECF No. 230. Your motion for a stay was denied, but we have not been made whole. You have openly told the court you can afford to pay the money, so I'm a bit puzzled what good faith basis there might be for nonpayment. When should I expect to receive your check?

Thanks,

Matthew D. Hardin
Hardin Law Office
Direct Dial: 202-802-1948
Email: MatthewDHardin@protonmail.com

On Sun, Mar 31, 2024 at 6:50 AM Russell Greer <russmark@gmail.com> wrote:


Dear Matthew,

If you may recall, in January, the 10th circuit court of appeals and the district court in Utah granted me printing costs.

While the erroneous venue transfer is being resolved, which I have no problem appealing this all over again to the 10th Circuit, I do politely ask that Mr Moon pay me the monies that I'm owed.

A check can be made to Andrew Grimm of the Digital Justice Foundation, CC'd on this email, for the full amount owed.

I also once again ask that we settle this case to avoid any further appeals. My request is fairly simple: I just want kiwi farms to leave me alone.

From: Matthew Hardin matthewdhardin@gmail.com 
Subject: Second Sanctions Motion
Date: May 19, 2025 at 2:01 PM
To: Russell Greer russmark@gmail.com
Bcc: jcmoon@pm.me

MH

Good morning, Mr. Greer,

Please see attached our second Motion for Sanctions. I will file this with the Court on or about June 10 pursuant to Rule 11 (c). Please let me know if you wish to withdraw anything before that time.

Best,

GreerSanctionsSecond.pdf
105 KB



ExASecondSanctions.pdf



Matthew D. Hardin

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Attorney for Defendants
Joshua Moon and Lolcow, LLC

THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH

RUSSELL GREER,

Plaintiff,

v.

JOSHUA MOON, *et al.*

Defendants.

**SUPPLEMENT TO MOTION FOR
SANCTIONS (ECF No. 337)**

Case No. 2:24-cv-00421-DBB

District Judge David Barlow
Magistrate Judge Jared C. Bennett

NOW COME Defendants Joshua Moon and Lolcow, LLC, by and through their undersigned counsel, and file this supplement to their Motion for Sanctions at ECF No. 337. Certain events have taken place since the Motion for Sanctions was served on Russell Greer (on May 19, 2025) which impact the Motion for Sanctions: This filing is intended to ensure that that Motion reflects the full and current state of affairs despite that the Motion is being filed three weeks after it was served.

1. On May 29, 2025, Defendants obtained (at great expense) a transcript of the interaction between Mr. Greer and the Winnemucca City Council on May 6, 2025. Exhibit 1. Defendants provided that transcript to Mr. Greer by Email. Exhibit 2. In their email to Mr. Greer, Defendants explained the numerosity of Mr. Greer's misstatements to the Court, and the degree to which Mr. Greer's earlier statements that there was an "emergency" on May 6 were factually incorrect. *Id.* Among other things, the transcript

reveals that Mr. Greer's presence in Winnemucca was not necessary or even desirable; the Mayor had tried to "head it off" before Mr. Greer made the trip. Exhibit 1 at 8:7. And the ostensible purpose of Mr. Greer's appearance in Winnemucca was to rezone property, but the owner of that property spoke in public comments about how he was taken aback to see the City Council discussing that property without the owner's knowledge or consent. *Id.* at 6:9-12.

2. After being served with the Motion for Sanctions, and becoming fully aware that he was caught in a series of lies to this Court related to a supposed "emergency" on May 6 2025, Mr. Greer filed numerous documents with the Court in which he attempted to "retcon" his narrative from the days leading up to the May 6, 2025 hearing, and to make it out as if he had been telling the truth to this Court all along. Specifically:

- a. At ECF No. 314, Mr. Greer admitted for the first time that he had "accidentally scheduled a city meeting in Winnemucca, Nevada on May 6th, forgetting about that there was a case hearing the same day." *Id.* at 2. Remarkably, Mr. Greer confessed to this "accident" in yet another "emergency" motion to the Court, seeking a protective order against Defendants.
- b. At ECF No. 324, Mr. Greer admitted he "goofed up" by scheduling a meeting with the Winnemucca City Council on May 6. *Id.* at 2. But Mr. Greer somehow calls his "goof up" an emergency, and also indicates that he asked the City of Winnemucca to reschedule the meeting he himself had requested. *Id.* Yet even here, Mr. Greer prevaricates. Mr. Greer never indicated to the Winnemucca City Council that he had an "emergency" court appearance in Utah, and the City of Winnemucca

did not formally deny Mr. Greer the opportunity to reschedule. Instead, the City merely said that May 6th “works best.” *Id.*

3. Mr. Greer’s belated confessions that his Motion at ECF No. 276 was based on a false premise of an “emergency,” and that what actually happened is Mr. Greer “goofed up” his own schedule, are intermingled on the docket with Mr. Greer’s outrage that Defendants would dare to investigate Mr. Greer’s false statements at all, which Mr. Greer calls “frivolous.” ECF No. 333 at 4. It thus cannot be said that Mr. Greer is contrite for his misrepresentations to this Court, or that he has withdrawn the false statements in ECF No. 276. To the contrary: Mr. Greer has doubled down, and cast Defendants as the problem simply because they have caught him out in a series of knowing misrepresentations to this Court.

WHEREFORE, Defendants respectfully submit that sanctions remain fully appropriate, and request that this Court take notice of actions which occurred subsequent to service of the underlying sanctions Motion on May 19, 2025.

DATED June 10, 2025

HARDIN LAW OFFICE

/s/ Matthew D. Hardin

Matthew D. Hardin

Attorney for Defendants

Joshua Moon and Lolcow, LLC



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WINNEMUCCA CITY COUNCIL MEETING

MAY 6, 2025

Transcribed by: Daisy E. Cortez, CCR-V No. 1022

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May 6, 2025

DAISY E. CORTEZ, CCR-V No. 1022

* * * * *

AGENDA ITEMS

PAGE

ITEM NO. 2.....3

PUBLIC COMMENTS.....6

1 * * * * *

2 MAYOR STONE: With no more questions, we'll
3 move back to item No. 2. Administration, planning
4 zoning district expansion request. Request to expand
5 the adult entertainment zoning district will include
6 the Scott Shady Court Motel Property located at
7 400 West First Street, APM Number 15-0132-18.

8 State your name for the record.

9 RUSSELL GREER: Yes, my name is Russell
10 Greer. I want to say that property actually fell
11 through. So that's no -- I'm no longer proposing that
12 property. I am working with a realtor here and
13 unfortunately he never showed up. But -- so we have
14 been trying to get a hold of Lance and Donald Gilman.
15 They own the adult entertainment zone and we've been
16 unsuccessful so far.

17 However, since it's just sitting there, we
18 were proposing to expand the zone. There's a building
19 right next to it. It's on second street, close to that
20 area, and I don't want to propose it just yet just
21 because we're still trying to work it out. But I just
22 wanted to just come and just ask a question.

23 We are trying to buy at least one parcel from
24 the buildings, but if the buildings don't want to sell,
25 is the city council open to potentially expanding the

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1 zone for other, you know, more competition.

2 MAYOR STONE: Okay.

3 MR. MENDIOLA: You got your agenda item is
4 pretty narrow, so it's --

5 MAYOR STONE: Our agenda, speaking
6 specifically here, but about expanding the zone, I
7 don't think the council has an appetite for that.

8 RUSSELL GREER: Okay.

9 MAYOR STONE: I mean, we do have a zoned
10 area, granted, there are no current operating brothels
11 there, but I think if we were to go to expand it, you
12 know, the property owner would have to make that
13 request to rezone and things like that. So I think,
14 you know, I don't think bringing this issue in front of
15 the public and the city council level is probably a
16 good thing.

17 We've been without them for several years.
18 You know, I think some of the attitude in our city is
19 we're fine like we are. So, you know, that's just my
20 opinion.

21 RUSSELL GREER: So what if they do sell one
22 parcel to us? Are you open to that area reopening?
23 It's already zoned as that. Or do you no longer want
24 it?

25 ATTORNEY MAHER: I -- no, it's zoned for

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1 that. That would be a business proposition that has
2 nothing to do with the city. As long as you comply
3 with whatever requirements are in place. It's not a --
4 it's not a we like it or dislike it, it's whether or
5 not it's allowed per the current laws. That's all it
6 is.

7 RUSSELL GREER: Okay.

8 ATTORNEY MAHER: And that's a private
9 business decision. That's not a governmental decision.

10 RUSSELL GREER: Right.

11 MAYOR STONE: Oh, yeah. I think we have a
12 zone district and we're not looking to expand. I don't
13 feel. That's my opinion.

14 MR. MENDIOLA: My opinion is the same thing
15 as it's there. It's been there, but expanding it. I'm
16 not interested.

17 RUSSELL GREER: All right. I -- I just got
18 one of their phone numbers, so I'm going to try calling
19 them today see if they will sell. But I really
20 appreciate your time and allowing me to come in front
21 of you.

22 MS. MAVITY: Thank you. We appreciate you
23 coming.

24 MAYOR STONE: Thank you.

25 ///

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1 ///

2 PUBLIC COMMENTS:

3 MAYOR STONE: Any other questions?

4 We will open up the public comment again.

5 ROBERT BAYLOCQ: I have more of a question
6 than a comment. My name is Roger Baylocq. I own --
7 the owner of Scott Shady Court Motel. I'm new to
8 Winnemucca, but I've dealt with a lot of other
9 governments. I find it kind of strange that my
10 property can get on a city agenda without me being
11 notified or -- or asked for consent or something. And
12 I'm wondering just how that happened.

13 ATTORNEY MAHER: That happened because that
14 gentleman that was here made a request to see if the
15 City Council had any appetite to move the adult
16 entertainment zoning district further that way that
17 property specifically. So it doesn't have to have your
18 consent for them to have somebody make a request about
19 it.

20 ROBERT BAYLOCQ: I mean anybody come in and
21 make --

22 ATTORNEY MAHER: Make a request on each
23 property. I mean, but I mean the city, obviously a
24 request of that nature would have to come from the
25 owner in order to effectuate the ultimate zone change.

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1 So he just wanted to know if there was, you know, an
2 appetite for it. It's what he wanted to know. And
3 I -- I talked to you and I told him there's probably no
4 appetite. But you know, he acting on his own, said,
5 oh, I want to know. And so, so that, and then.

6 ROBERT BAYLOCQ: After we talked, I informed
7 him that there was no appetite and that, you know,
8 basically I -- I thought there was zero chance that
9 this would happen in Winnemucca.

10 MR. MENDIOLA: Yeah.

11 ROBERT BAYLOCQ: And that was -- I sent him
12 that email March 26th and I thought it was a dead
13 issue. And then all of a sudden, Thursday night I'm
14 getting calls that I'm on the agenda.

15 ATTORNEY MAHER: So did I. My understanding
16 was that he had some kind of an ownership, you know,
17 possibility, something like that. That's what I
18 understood. He -- he was, you know, less than clear,
19 I guess.

20 ROBERT BAYLOCQ: For record, I've never met
21 the guy. I've exchanged two emails with him and --

22 ATTORNEY MAHER: We never met him either,
23 so...

24 MAYOR STONE: He -- he has been notifying
25 myself and the city manager for years.

Page 8

1 ATTORNEY HEISER: He's been very persistent
2 with this.

3 MAYOR STONE: And it's all been through
4 emails, I believe. I never talked to him. I did try
5 to call him once. Never had any success trying to
6 explain that I didn't think it was going to go
7 anywhere. Try to head it off, but he --

8 ROBERT BAYLOCQ: Okay. I just found some
9 plans for my own plans for the area, but so I just kind
10 of curious more how all this happened. So thank you.
11 Thank you.

12 MAYOR STONE: Okay. Any other public
13 comments?

14 Anything online?

15 Not seeing or hearing anyone. We'll adjourn
16 our meeting.

17 (Meeting adjourned at 1:50 p.m.)

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Page 9

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
) ss:
3 COUNTY OF CLARK)

4 I, Daisy E. Cortez, a duly commissioned and
5 licensed Certified Court Reporter, Clark County, State
6 of Nevada, do hereby certify: That I transcribed from
7 audio recording the Winnemucca City Council meeting
8 commencing on May 6, 2025;

9 I transcribed said audio recordings into written
10 form, and that the typewritten transcript is a
11 complete, true, and accurate transcription of said
12 audio recordings.

13 I further certify that I am not a relative,
14 employee or independent contractor of any of the
15 parties involved in the meeting; nor a person
16 financially interested in the meeting.

17 IN WITNESS WHEREOF, I have set my hand in my
18 office in the County of Clark, State of Nevada, this
19 28th day of MAY, 2025.

20

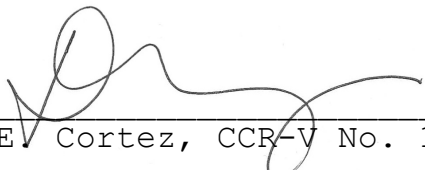
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Daisy E. Cortez, CCR-V No. 1022



From: Matthew Hardin matthewdhardin@gmail.com
Subject: Re: Fraud on the Court?
Date: May 29, 2025 at 7:33 PM
To: Russell Greer RussMark@gmail.com
Cc: Waylon Huber waylon@robinhoodrealtynv.com
Bcc: jcmoon@pm.me

Good evening, Mr. Greer.

I write to share with you the transcript of your appearance at the May 6, 2025 Winnemucca City Council meeting. I would have made it an attachment to my Motion for Sanctions on May 19, but unfortunately it was not ready until today. It will be filed with the Court shortly.

Specifically, I wanted to highlight certain statements at the May 6 meeting in Winnemucca, which contrast with your repeated representations to the Court in Utah that there was an "emergency" on May 6.

First, there's Mayor Stone's statement on page 4 that "*I don't think bringing this issue in front of the public and the city council level is probably a good thing.*" Mayor Stone also indicated on page 8 of the transcript that he tried to call you to convince you not to come to Winnemucca, but you apparently would not talk to him by phone. Specifically, the Mayor said "*I did try to call him once. Never had any success trying to explain that I didn't think it was going to go anywhere. Try to head it off...*"

Second, there are the statements of Roger Baylocq, owner of the Scott Shady Motel. Mr. Baylocq told the City Council "*I informed [Russell Greer] that there was no appetite and that, you know, basically I -- I thought there was zero chance that this would happen in Winnemucca.*" But that's not all. Mr. Baylocq went on to say that he had also tried to tell you not to come to Winnemucca that day. "*I sent [Russell Greer] that email March 26th and I thought it was a dead issue. And then all of a sudden, Thursday night I'm getting calls that I'm on the agenda.*"

Third, there's a telling comment from Winnemucca City Attorney Kent Maher. After Mr. Baylocq asked how his hotel came up for rezoning without his prior knowledge or consent, the City Attorney told Mr. Baylocq that the request was on the City Council's agenda because the "*gentleman that was here made a request.*" Apparently, you had already left the meeting without even bothering to talk to the owner of the hotel you ostensibly were trying to purchase and rezone. And Mr. Maher even indicated you may have misled the City Council into believing you had an "*ownership possibility*" or at least that you were "*less than clear*" to get your item placed on the agenda at all.

It appears that not only was there not an emergency in Winnemucca on May 6, but that the Mayor of the town tried to tell you not to bother coming. The owner of the hotel you tried to buy echoed that sentiment, informing you on May 26 that there was no point in going to Winnemucca. And so did the town clerk, in an email offering to consider your request in your absence. But not only did you come to Winnemucca anyway (while telling the Court in Utah that your presence was urgently needed, on an "emergency" basis), you refused even to stay until the end of the meeting to hear discussion of the issue you brought up. You walked away without even meeting the guy whose hotel you apparently tried to rezone.

This transcript is further evidence that your repeated claims of an "emergency" in Winnemucca were manufactured out of whole cloth.

Best,

Winnemucca City Council Meeting
- Full.pdf



Matthew D. Hardin

Hardin Law Office

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Email: MatthewDHardin@protonmail.com

The information contained in this message may be privileged. It is intended by the sender to be confidential. If you suspect you may not be the intended recipient, please notify the sender and delete all copies.

On May 21, 2025, at 12:16 PM, Matthew Hardin <matthewdhardin@gmail.com> wrote:

Good morning, Mr. Greer,

I have obtained (and am attaching for your reference) the Meeting Minutes from the May 6, 2025 City Council meeting in Winnemucca. I note two interesting items in these minutes:

First, it appears you told the Winnemucca City Council that you had attempted to purchase the Scott Shady motel. But you made this offer to purchase a substantial piece of commercial real estate while simultaneously professing to the U.S. District Court in Utah that you were too poor to pay \$402 in filing fees and \$1,000 in sanctions awarded for your “recalcitrant” behavior. The owners, apparently, were not willing to sell. But you decided it was an “emergency” to rezone their property anyway, and told the U.S. District Court you could not possibly attend a hearing there on May 6 because of this “emergency” in Winnemucca.

Second, it appears you attempted to acquire and rezone property without the consent of the property owner. As reflected in public comments from Roger Baylocq, the Scott Shady Court Motel — which promotes itself as being “family friendly” in all its advertisements — was unaware of your rezoning request until they saw it appear on a City Council Agenda. This family-friendly motel was particularly troubled to see its name appear in connection with your brothel advocacy on a public City Council Agenda, for the first time at your request and without even notifying them or obtaining their consent.

This appears to prove not only that you committed a fraud on the Utah U.S. District Court when you represented to that Court that you had an “emergency” in Winnemucca on May 6, but also that you committed a fraud when you told that Court that you were financially unable to pay court costs and the judgments which have been entered against you. Sadly, this is yet another instance in which we will have to seek sanctions. And even more unfortunately, you appear to have also roped a Winnemucca realtor into your frauds, and made him a witness. Do you have any explanation at all for why you should not be sanctioned in Utah for this blatant misrepresentation?

Best,

Matthew D. Hardin

Hardin Law Office

Direct Dial: 202-802-1948

NYC Office: 212-680-4938

Email: MatthewDHardin@protonmail.com

<M050625 SIGNED.pdf>

On May 21, 2025, at 11:26 AM, Russell Greer <RussMark@gmail.com> wrote:

Thanks for the email, Mr. Stalker

Russell Greer

CEO of ID LLC/Paralyzed Face Productions/CART U

NV Bus. License #NV20222557279

www.russellgreer.com

IMDB Profile: https://www.imdb.com/name/nm10428966/?ref_=ext_shr_lnk

Sent from my iPhone

On May 21, 2025, at 7:54 AM, Matthew Hardin <matthewdhardin@gmail.com> wrote:

Good morning,

Please see the attached proposed order. I am unclear whether this order should be reviewed by Magistrate Judge Bennett or District Judge Barlow, so I am copying both chambers.

Thank you,

Matthew D. Hardin

Hardin Law Office

Direct Dial: 202-802-1948

NYC Office: 212-680-4938

Email: MatthewDHardin@protonmail.com

<ProposedOrderExtTimeGreer.docx>

