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*Via Email and Regular Mail*

**Re: *Objection to TenSquare's October 19, 2017 Proposal to Quest School  
to provide School Improvement Support and Services***

Dear Mr. Herrick:

The law firm of Kemp, Jones & Coulthard was retained in August 2017 to represent CSP-Bridger Ave., LLC ("CSP") in the legal action *Kern v. Chartered for Excellence Foundation, et al.*, Clark County District Court Case No. A-16-736281-B ("Bridger Matter"). As the State Public Charter School Authority Board may be well aware, the above-referenced legal action stems from leases and subleases entered into between Quest Academy Preparatory Education ("Quest") as the subtenant, the Chartered for Excellence Foundation (the "Foundation") as tenant, and CSP as the landlord for the real property located at 1300 East Bridger, Las Vegas, Nevada 89101 ("Bridger Campus"). Despite repeated informal requests and CSP's 5-Day Notice to Pay Rent or Surrender Premises to Quest, dated August 9, 2017, Quest continues to occupy and utilize the Bridger Campus without voluntarily paying rent under the lease contracts since February 2015.

CSP remains Quest's largest creditor due to Quest's failure to pay its monthly rental obligations in the amount \$27,066.67 per month for the past approximately 35 months, and increasing each additional month in arrears, pursuant to the terms of the Bridger Lease and Sublease. In the Court's October 12, 2017 Decision, Quest was requested to pay CSP \$191,000.00 in partial payment of back owed rent from October 1, 2016 to November 2017, and requested to pay \$13,650.00 per month going forward in rental obligations beginning in December 2017. Notwithstanding these recent court mandated payments by Quest, CSP maintains it is still owed over \$900,000 in back due rent and late fees for the Bridger Campus, not including any attorney's fees provided for under the lease contracts. Quest has repeatedly asserted that it cannot afford its monthly lease payment obligations under the Bridger Campus Lease and/or Sublease.

Ryan Herrick, Esq.  
January 16, 2018

In the face of Quest's remaining significant legal and financial liabilities, it has come to our attention that receiver Joshua M. Kern ("Kern") recently submitted a proposal by TenSquare, the company he founded and is the managing member, to provide school improvement support and services. As part of the proposal, TenSquare requests remuneration in the amount of \$433,854 in the 2017-2018 school year and \$880,000 for the school years of 2018-2020, and \$780,625 for the 2020-2021 school year. CSP objects to the approval of TenSquare's proposal while the Bridger Matter, and its associated liability of over \$900,000 remains unresolved. The TenSquare proposal appears to request that Quest be saddled with an additional significant financial burden even though the financial stability of Quest currently remains uncertain. CSP is also concerned with the potential for self-dealing between Receiver Kern and his company TenSquare as to the October 17, 2017 proposal. Finally, CSP continues to pursue its rights and remedies to evict Quest and/or terminate the Lease for the Bridger Campus. If CSP is successful, Quest will no longer have the use and enjoyment of its Bridger Campus.

Accordingly, CSP, as Quest's largest creditor, respectfully requests and urges that no further significant financial obligations be permitted to be incurred by Quest, including the approval of TenSquare's proposal, until such time as the legal and financial ramifications of the Bridger Matter are resolved. Please allow this letter to serve as CSP's written objection/opposition to Receiver Kern and TenSquare's proposal dated October 19, 2017. CSP reserves all rights at law and in equity to challenge Quest's continued occupation of the Bridger Campus.

Thank you for your consideration in this matter. Please feel free to contact me should you have any questions or concerns.

Very truly yours,

KEMP, JONES & COULTHARD, LLP



William L. Coulthard

WLC/ade

cc: CSP-Bridger Ave., LLC