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Association, Inc., Keith Wilson, Gloria DeAlba,
Donald Wall, Marc Pearl, and Robert Vermeltfoort*

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

Lawrence Garvey, an individual; and Robert
Payton, an individual;

Plaintiffs,

vs.

CLUB TAHOE RESORT OWNERS’
ASSOCIATION, INC., a Nevada non-profit
corporation; KEITH WILSON, GLORIA
DEALBA; DONALD WALL; ROBERT
VERMELTFOORT; CHRISTINA BECKER ;
KEITH OGDEN AND MARK PEARL
(Association Board Members Sued In Their
Individual Capacities); and DOES 1 through
10, inclusive and ROE CORPORATIONS I
through X, inclusive

Defendants.

Case No.: CV25-02319
Dept.: 9

**MOTION FOR PRELIMINARY
INJUNCTION**

Defendants Club Tahoe Resort Owners’ Association, Inc. (hereafter “The Association”)
and its Board of Directors, Defendants Keith Wilson, Gloria DeAlba, Donald Wall, Marc Pearl,
and Robert Vermeltfoort¹ (hereafter the “Board”)² by and through their counsel, the O’Hagan
Meyer Law Firm, move this Court for a preliminary injunction to preserve the status quo and
prevent further irreparable harm and disruption of the Association’s operations and business

¹ Robert Vermeltfoort resigned from his position on the Board on October 22, 2025.

² O’Hagan Meyer does not represent Defendants Ogden and Becker, who are also Board members, but who are represented by separate counsel.

relationships pending resolution of Plaintiffs' claims, which seek to displace the Association's Board of Directors following a procedurally improper and disputed recall election.

This Motion is made and based upon the following Memorandum of Points and Authorities, the pleadings and papers on file herein, the *ex parte* Motion for Order Shortening Time filed concurrently herewith, the proceedings from Tricom Management, LLC v. Club Tahoe Resort Owners Association, Inc., CV25-00772 (the "Tricom Action"); the Declaration of Whitney Selert (attached hereto as **Exhibit A**) and any arguments this Court may require.

I. INTRODUCTION

The Association and the Board move this Court for a preliminary injunction to preserve the status quo and avoid further unnecessary disruption and irreparable harm to the Association's operations and business relationships. As described in Plaintiffs' recently filed First Amended Complaint, the two named Plaintiffs seek to challenge the Board's authority by contesting the validity of their election on April 25, 2025. Plaintiffs further seek to validate the authority of a so-called "Recall Board" following a procedurally improper and disputed "recall election" on October 25, 2025, as discussed, *infra*. The Association and the Board have answered and counterclaimed.

As explained, *infra*., the attempted recall election did not comply with the Associations' governing documents or Nevada law. Those procedural defects were detailed in writing by the Association's general counsel before that election was held. But rather than correct those defects, that group moved forward and on October 25, 2025 claimed to have elected a new board (the "Recall Board") which immediately began undermining and interfering with the existing Board's operations and business relationships, refusing demands to cease and desist and causing vendor confusion, paralysis of management functions, and erosion of the Association's contractual and statutory governance framework as well as the confidence of its membership.

Preliminary injunctive relief to maintain the status quo is appropriate where the movant demonstrates a likelihood of success on the merits and irreparable harm not compensable by money damages. The Association and Board seek an order preserving the Board's status quo authority pending resolution of Plaintiffs' competing claims, specifically: barring Plaintiffs or the

1 Recall Board from conducting further business in the name of the Association, issuing any
2 directives to third parties, including the Association’s management company, or holding
3 themselves out to Association members or business partners as authorized representatives of the
4 Association.

5 The Association and the Board further request an Order allowing the Association to
6 conduct, as soon as practicable and an open board meeting (i.e., to fill all seven board positions)
7 without interference by Plaintiffs or the Recall Board, at a properly noticed and rule compliant
8 election, supervised and carried out by the Association and its professional Management
9 Company in accordance with Nevada law and the Association’s governing documents, an action
10 that would resolve and moot these proceedings.

11 **II. STATEMENT OF FACTS**

12 **A. The April 2025 Election and Lawful Board Authority**

13 On April 25, 2025, the Association conducted its Annual Meeting and election, which
14 resulted in the seating of the current Board of Directors pursuant to the Association’s
15 Declaration, Bylaws, Articles of Incorporation (collectively the “Governing Documents”) and
16 Nevada law. *See* Declaration of Whitney Selert (attached hereto as **Exhibit “A”**) at ¶¶ 2–6, 29.
17 Defendants Keith Wilson, Gloria DeAlba, Donald Wall, Marc Pearl, and Robert Vermeltfoort,
18 Keith Ogden and Christina Becker were seated as board directors following that election and
19 have exercised that authority thereafter on behalf of the Association. *Id.* at ¶ 5.

20 The April 2025 annual election was conducted virtually. *Id.* Plaintiffs allege voting
21 ballots were not mailed fourteen (14) days in advance and that certain owners did not receive
22 ballots. Pl.’s Am. Compl. ¶ 28, Dec. 8., 2025, on file herein. The Board dispute Plaintiffs’
23 allegations and legal conclusions. Any perceived irregularities in those proceedings were beyond
24 the Association’s control, given the Tricom litigation, discussed next, and would not void that
25 election or automatically divest the Board of authority under Nevada law. More important to the
26 relief requested herein, Plaintiffs’ allegations confirm that the scheduled election took place as
27 part of the regular Annual Meeting on April 25, 2025, that a Board of Directors was thereafter
28 seated and have since been operating in that capacity as expressly authorized by the Governing

Documents and Nevada Law.

B. Termination of Tricom Management, LLC and Prior Washoe County Proceedings

As this Court would be aware from a prior proceeding (*Tricom Mgmt., LLC v. Club Tahoe Resort Owners' Ass'n, Inc.*, No. CV25-00772) (hereinafter the "Tricom Litigation"), in December 2024 this Association's Board as then composed terminated the Association's relationship with its former property management company, Tricom Management, LLC ("Tricom") based on that company's poor performance. *See Ex. A* (Selert Dec) at ¶¶ 2–6. Tricom refused to acknowledge that termination, and further refused to vacate the property, relinquish management of the Association or return its records and systems. Tricom simultaneously initiated formal arbitration with the American Arbitration Association ("AAA") alleging the Association somehow breached its management agreement. On March 27, 2025, a duly appointed Emergency Measures Arbitrator entered an interim order directing Tricom to cease all management services, vacate the Club Tahoe property, and turn over to the Association all books, records, system controls, documents, and operational information, finding that Tricom's remedy was at law and its refusal to relinquish control was irreparably harming the Association. Tricom then filed the Tricom Litigation to set aside the interim order of the Emergency Measures Arbitrator. *See id.* In that proceeding, the Association carefully explained and documented that it sought and was granted emergency relief by AAA specifically because the Association's Annual Meeting and Election were scheduled to be held on April 25, 2025, and the Association needed to secure new management to facilitate that process. *Id.*

On August 27, 2025, this Court resolved all pending motions, denying Tricom's Motion to Vacate the interim arbitration order and granting the Association's Motion to Dismiss Tricom's Complaint. *See id.* at ¶¶ 4–5 (copy of Order attached as **Exhibit A-1**). Unfortunately, by that point the April 2025 Annual Meeting and general election had already occurred without assistance from Tricom or any other professional management company. *See id.* When Tricom finally relinquished management and control of the Association, the Board was able to resume operations and retain a new professional association management company, Grand Pacific Resort

Services, L.P. (“GPR”). *See Ex. A* (Selert Decl.) at ¶¶ 7–14.

C. Engagement of Grand Pacific Resort Services, L.P.

Following this Court’s August 27, 2025, Order and consistent with the Governing Documents, the Board formally engaged GPR to provide management and operational services to the Association, stabilizing operations and restoring continuity of management. *Id.* ¶ 6.

D. Plaintiffs’ Recall Campaign and Interference With Association Operations

Less than one month later, on September 25, 2025, Plaintiffs filed their original Complaint in this case, disputing the integrity of the April 2025 election. Before serving that Complaint, however, Plaintiffs also apparently began engineering an attempted recall election of the Association’s Board. On October 16, 2025, a letter was sent to the Board giving notice that a recall election had been scheduled for October 25, 2025, apparently because two sitting Board members, Ogden and Becker, endorsed that action. The next day the Association’s general counsel formally advised the full Board in writing, including Becker and Ogden, as well as the Association’s new management company, GPR, that the attempted recall election was procedurally improper and in violation of the governing rules and regulations, lacking the required notice, consent of a Board quorum or any petition representing the required percentage of Association membership. *See id.* at ¶¶ 7-9 (copy of counsel letter attached as **Exhibit A-2**). Plaintiffs in this action served their original Complaint on October 23, 2025, and the so-called “recall election” was held two days later on October 25, 2025, without curing the procedural defects previously identified by Association counsel. *Id.* at ¶ 11; *see also* Am. Compl. ¶ 148.

On or around October 28, 2025, the Board was advised by GPR that another entity purporting to be the “new Board” was directing GPR to cease business with the Association’s sitting Board and its outside legal counsel. *See Ex. A* (Selert Decl.) at ¶¶ 11-14. The existing Board convened a special meeting on October 29, 2025, to discuss the attempted recall election with counsel and GPR. Plaintiffs’ counsel, apparently working directly with Board members Ogden and Becker, requested they report back to him on the Board’s activities. *Id.* (email correspondence attached as **Exhibit A-3**). Plaintiffs’ counsel then sent correspondence to GPR on behalf of the so-called “Recall Board” directing GPR not to facilitate the Board’s special

1 meeting, which he characterized as “unlawful.” *See id.* at ¶¶ 14 (correspondence attached as
2 **Exhibit A-4**). Plaintiffs’ counsel then sent correspondence to Association counsel, directing that
3 she and the Board “cease and desist” from further conduct on behalf of the Association. *Id.* at ¶
4 15 (correspondence attached as **Exhibit A-5**).

5 The Board held its special meeting on October 29, 2025, and on November 3, 2025,
6 undersigned counsel, which had just been retained on behalf of the Association to respond to
7 Plaintiffs’ original complaint, emailed Plaintiffs’ counsel outlining the procedural defects in the
8 attempted re-call election (as previously communicated by Association counsel) and offering on
9 behalf of the Association to hold a duly noticed interim election to address, correct and resolve
10 any concerns with the April 25, 2025, election or October 25, 2025 recall election. *See id.* at ¶¶
11 16-18 (email attached as **Exhibit A-6**). Plaintiffs refused, claiming they had full confidence in
12 the “recall election.” *See id.* at ¶¶ 16-18 (email string attached as **Exhibit A-7**).

13 Plaintiffs then amended their Complaint on December 16, 2025, refocusing their claims
14 both to invalidate the April 2025 election *and* validate the October election and authority of the
15 so-called Recall Board. Notably, despite the procedural defects in the attempted recall election
16 having been outlined formally in writing on two separate occasions, the so-called “Recall Board”
17 has yet to provide any evidence to refute those defects. Separate requests by GPR, Association
18 counsel, and undersigned defense counsel for copies of any supporting member petition or other
19 records demonstrating that election was properly noticed and held have gone unanswered. *See id.*
20 at ¶¶ 19-28 (separate correspondence attached as **Exhibits A-8, A-9 and A-10**, respectively).
21 Notwithstanding the Recall Board’s failure to provide evidence supporting its claimed authority
22 and its rejection of holding a properly noticed interim election, the so-called Recall Board has
23 actively interfered with the Association’s operations and management, and is causing
24 unnecessary confusion and irreparable harm to the Association’s business relationships and
25 member relationships. Those actions are the subject of formal counterclaims, but later monetary
26 damages will not remedy the irreparable harm being caused by Plaintiffs, thus warranting
27 preliminary injunctive relief.

28 //

F. Ongoing and Irreparable Harm

As a direct and continuing result of Plaintiffs' conduct, the Association faces immediate and irreparable harm, including disruption of governance, exposure to contractual liability, loss of vendor confidence, and erosion of member trust. Because of the Recall Board's threats, GPR has stopped performing planning and procedural meeting operations. *See Ex. A* (Selert Dec) at ¶¶ 12, 14, 20. These harms cannot be adequately remedied through future monetary damages and will continue absent injunctive relief preserving the status quo. The Association's request for preliminary injunctive relief is particularly appropriate given the substantial prior disruption to Association management caused by Tricom and because the Association has offered to conduct a duly noticed election to ensure that the Association's Board adequately represents the interests of its membership. Because the Association requests both an order precluding the Recall Board from interfering with Association operations pending resolution of its claims *and* an order requiring the Association to hold an open board election³ to potentially moot this dispute, the Association outlines the following timeline for doing so consistent with the framework outlined in the Governing Documents and NRS 119A:

1. Direct Association Management Company, GPR, to send solicitation notice to all unit-owners to nominate board candidates to fill seven (7) positions with return form for nominations (nominations closed 30 days from date of notice mailing);
2. Notice sent by GPR to members within 14 days after nominations close, or as soon thereafter as GPR can assemble the materials, identifying board candidates and bios, if available, and making that information available on Association website;
3. Direct GPR to create ballot voting and proxy package with electronic and written ballot options;
4. Send written and electronic notice to unit owners scheduling election date with instructions for in person, written ballot or online voting, to be held as soon as

³ Given that 2026 will be GPR's first Annual Meeting and election for the Association and preparation for that meeting typically begins in earnest in February, and given further the paralysis to GPR's efforts caused by Plaintiffs' attempted recall election, it is questionable whether an interim election prior to the scheduled Annual Meeting and Election on April 25, 2026 would be practicable as even that date may be jeopardized absent injunctive relief.

practicable, but no later than (and ideally during) the scheduled Annual Meeting on April 25, 2026;

5. Direct GPR to retain independent professional service to count and certify votes;

6. In the event of a tie between any candidates, provide notice of same to all members and repeat process within thirty (30) days.

7. In order to provide for staggered terms, the four (4) candidates receiving the most votes will serve two-year terms and the next three (3) candidates will serve one-year terms.

III. ARGUMENT

Nevada courts may issue preliminary injunctive relief under NRS 33.010(1) when it appears from the complaint that the applicant is entitled to the relief demanded and that the relief consists in restraining the commission or continuance of an act. A preliminary injunction is appropriate where the moving party demonstrates: (1) a likelihood of success on the merits; and (2) a reasonable probability of irreparable harm for which monetary damages are an inadequate remedy. *Pickett v. Comanche Constr., Inc.*, 108 Nev. 422, 426, 836 P.2d 42 (1992).

Nevada courts also consider the balance of hardships and the public interest, particularly where injunctive relief is sought to preserve existing governance structures and prevent extra-statutory self-help. *Univ. & Cmty. Coll. Sys. of Nev. v. Nevadans for Sound Gov't*, 120 Nev. 712, 720–21, 100 P.3d 179 (2004). The central purpose of a preliminary injunction is to maintain the status quo ante—here, the authority of the April 2025 Board—pending a final determination on the merits of the Association’s counterclaims.

A. The Association Is Likely to Succeed on the Merits of Their Claims

As set forth *supra.*, the Association’s existing board was duly elected on April 25, 2025, as part of its regularly scheduled Annual Meeting. It is a matter of record that the Association’s prior manager, Tricom, was undermining the Association’s ability to conduct that meeting or hold that election. Hence the rulings of the Emergency Measures Arbitrator of the AAA and this Court. To the extent there was any alleged procedural irregularity in that election (a fact not conceded by the Association) such would have been inadvertent and not of the existing Board’s

1 making. As also noted, *supra.*, the Association has offered to conduct a rule compliant interim
2 election to cure any concerns in that regard, which Plaintiffs’ rejected.

3 **1. Plaintiffs’ Recall Election Was Statutorily Invalid Under the**
4 **Governing Documents and NRS 119A.528**

5 The Association’s counterclaim against Plaintiffs for civil conspiracy to violate the
6 Governing Documents, NRS 119A, and intentional interference with the Association’s
7 contractual and business relationships. Here, Plaintiffs failed to comply with the requirements of
8 the Governing Documents. Plaintiffs were advised of the procedural defects in the attempted
9 recall election before it was held, but ignored those defects to intentionally hold a procedurally
10 invalid recall election. That recall election was not supported by the required quorum of the
11 Board nor by a petition representing the required percentage of Association members as outlined
12 by Association counsel. *See Ex. A* (Selert Decl) at ¶ 9 (letter attached as **Exhibit A-2**). Plaintiffs
13 did not properly serve the Board with any rule compliant recall activities. *Id.* at ¶ 11. The Board
14 was not afforded the statutory opportunity to respond, and no valid recall election was noticed,
15 conducted, or certified in accordance with the Governing documents. As described, *supra.*,
16 Plaintiffs have refused repeated requests to provide copies of the election materials on which
17 they rely for their claimed status. *Id.* at ¶¶ 21-27. Plaintiffs’ own pleadings confirm that no court
18 or administrative body has validated any recall election. An attempted recall that does not strictly
19 comply with the Governing Documents is void. Plaintiffs’ unilateral assertion that the October
20 25, 2025, election is valid and the April 2025 Board has been removed—absent statutory
21 compliance or judicial validation—cannot divest the duly elected Board of its authority and
22 certainly cannot be recognized on the basis of Plaintiffs’ mere allegations.

23 **2. Plaintiffs Exceeded any Rights They Possess as Members of the**
24 **Association**

25 The Association’s Governing Documents vest management and control of the
26 Association exclusively in its duly elected board of directors. Individual unit owners possess no
27 statutory authority to conduct association business, issue directives to vendors or management
28 providers, access association records outside statutory inspection rights, or hold themselves out
as directors absent a valid election or recall. By purporting to act as the Board, issuing directives

1 to GPR vendors, and Association staff, and asserting governing authority without statutory or
2 judicial authorization, Plaintiffs have exceeded any rights afforded to them as members under
3 Nevada law.

4 **3. Plaintiffs' Conduct Constitutes Unlawful Interference With**
5 **Contractual and Operational Relationships**

6 Under Nevada law, the elements of intentional interference with contractual relations are
7 well-established: (1) a valid contractual relationship; (2) the defendant's knowledge of the
8 contract; (3) intentional acts designed to induce a breach or disruption of the contractual
9 relationship; and (4) actual breach or disruption of the contractual relationship; and (5) resulting
10 damages. *Sutherland v. Gross*, 105 Nev. 192, 196, 772 P.2d 1287, 1290 (1989).

11 The Association has valid and existing contractual relationships, including its
12 management agreement with GPR, entered into by the duly elected Board pursuant to the
13 Governing Documents and Article VI of the Association Bylaws. Plaintiffs are clearly aware of
14 those relationships and have intentionally disrupted them by issuing competing directives,
15 disputing the Board's authority, and holding themselves out as the governing board. The
16 December 18, 2025, letter from Snell & Wilmer LLP, sent on behalf of GPR, confirms that
17 Plaintiffs' conduct made it impossible for GPR to determine who possessed lawful authority to
18 direct Association operations and exposed both GPR and the Association to operational
19 disruption and contractual risk. *Id.* This is not abstract harm—it is ongoing interference that
20 threatens the Association's ability to function, including: impairing the Association's ability to
21 work with its recently retained management company, GPR, which is refusing to perform many
22 functions due to competing directives from the Recall Board; impairing the Association's ability
23 to retain and pay necessary vendors; and impairing the Association's ability to communicate
24 effectively with its members because the Recall Board is sending unauthorized communications
25 in the name of the Association, causing widespread confusion and upset.

26 Such conduct is improper under Nevada law and independently supports injunctive relief
27 to prevent continued interference pending final adjudication.

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2 **B. The Association and the Board Will Suffer Irreparable Harm Absent Injunctive Relief**

3 A preliminary injunction is available when the moving party can demonstrate that the
4 nonmoving party's conduct, if allowed to continue, will cause irreparable harm for which
5 compensatory relief is inadequate and that the moving party has a reasonable likelihood of
6 success on the merits." *Boulder Oaks Cmty. Ass'n v. B & J Andrews Enterprises, LLC*, 125 Nev.
7 397, 403, 215 P.3d 27, 31 (2009). Irreparable harm is a critical factor in determining whether to
8 grant a preliminary injunction. *Id.* Irreparable harm refers to an injury that cannot be adequately
9 remedied by monetary damages and is often characterized by the potential for ongoing or
10 permanent damage to the movant's rights or interests. *Hamm v. Arrowcreek Homeowners' Ass'n*,
11 124 Nev. 290, 298 (Nev. 2008).

12 The Association faces immediate operational paralysis and vendor confusion due to
13 Plaintiffs' actions. Nevada courts recognize that disruption to an organization's ability to function
14 constitutes irreparable harm, particularly when it undermines governance structures or
15 contractual relationships. *State Dep't of Bus. & Indus. v. Nev. Ass'n Servs.*, 128 Nev. 362, 370,
16 294 P. 3d 1223 (2012). Also, the erosion of members' trust and confidence in the Association's
17 governance cannot be adequately compensated through monetary damages. The Association's
18 exposure to contractual liability due to conflicting directives issued by Plaintiffs further supports
19 a finding of irreparable harm. Nevada courts have acknowledged that interference with
20 contractual relationships and the resulting uncertainty can justify injunctive relief.
21 *Finkel v. Cashman Profl, Inc.*, 128 Nev. 68, 73, 270 P.3d 1259, 1263 (2012); *see also Sobol v.*
22 *Capital Mgmt.*, 102 Nev. 444, 446, 726 P.2d 335, 337 (1986).

23 **C. The Balance of Hardships Favors the Association and the Board**

24 The balance of hardships weighs decisively in favor of the Association and the Board.
25 Granting the requested injunction merely requires Plaintiffs to refrain from acting without lawful
26 authority and directs that governance disputes be resolved through a properly noticed special
27 election—the very process Nevada law requires.

28 By contrast, denying injunctive relief permits continued self-help, ongoing interference

1 with Association operations, and compounding harm to the Association and its members.
2 Plaintiffs suffer no cognizable hardship from being required to follow a statutory process.

3 **D. The Public Interest Supports Injunctive Relief**

4 The public interest favors enforcement of Nevada's statutory framework for time-share
5 association governance and discourages extra-statutory self-help. *State Dep't of Bus. & Indus. v.*
6 *Nev. Ass'n Servs.*, 128 Nev. 362, 368, 294 P.3d 1223, 1227 (2012); *see also, Double Diamond*
7 *Ranch Master Ass'n v. Second Judicial Dist. Court*, 131 Nev. 557, 562, 354 P.3d 641, 644 (Nev.
8 2015). Allowing individuals to seize control of an association outside the procedures mandated
9 by the Governing Documents and NRS Chapter 119A undermines confidence in common-
10 interest communities and invites instability.

11 An injunction preserving the status quo and compelling resolution through a lawful
12 special election promotes orderly governance, protects member interests, and advances the
13 public interest.

14 **IV. CONCLUSION**

15 For the foregoing reasons, the Association and the Board respectfully request that this
16 Court grant their Motion for Preliminary Injunction and enter an order:

17 (1) Precluding Plaintiffs from conducting any Association business, issuing directives to
18 third parties, accessing Association records, or holding themselves out as the duly appointed
19 Board of Directors of the Association;

20 (2) Compelling the Association to proceed with a properly noticed and conducted special
21 election, supervised and carried out in accordance with Nevada law and the Association's
22 Governing Documents;

23 (3) Granting such other and further relief as the Court deems just and proper.

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1 Pursuant to NRS 239B.3030, the undersigned does hereby affirm that the preceding
2 document filed in the above-entitled case does not contain the social security number of any
3 person.

4 Dated this 26th day of January, 2026

5 **O'HAGAN MEYER PLLC**

6
7 By /s/ Whit Selert

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of O'HAGAN MEYER, and that on this 26th day of January, 2026, I electronically filed and served the foregoing **MOTION FOR PRELIMINARY INJUNCTION** upon the following:

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