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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 Capacity); and DOES 1 through 10,
inclusive and ROE CORPORATIONS I
through X, inclusive

Defendants.

Case No.: CV25-02319
Dept.: 9

**ANSWER TO AMENDED
COMPLAINT**

Defendants CLUB TAHOE RESORT OWNERS ASSOCIATION, INC., KEITH
WILSON, GLORIA DEALBA, DONALD WALL, MARC PEARL, and ROBERT
VERMELTFOORT (collectively, "Defendants") by and through their attorneys, of O'Hagan
Meyer PLLC, and on their own behalf and not on behalf of any other named Defendants, hereby
answer the Complaint filed by LAWRENCE GARVEY and ROBERT PAYTON ("Plaintiffs")
as follows:

PARTIES

1. Answering Paragraph 1 of the First Amended Complaint, Defendants admit the allegations therein.

2. Answering Paragraph 2 of the First Amended Complaint, Defendants admit that the Association is a nonprofit cooperative corporation and operates Club Tahoe Resort located in Incline Village, Washoe County, Nevada and Defendants deny the remaining allegations therein.

3. Answering Paragraph 3 of the First Amended Complaint, Defendants admit the allegations therein except that Mr. Wilson was not elected as the President of the Association's Board of Directors at the Annual Election by the members of the Association and based thereon denies this allegation.

4. Answering Paragraph 4 of the First Amended Complaint, Defendants admit the allegations therein except that Ms. DeAlba was not elected as the Vice President of the Association's Board of Directors at the Annual Election by the members of the Association and based thereon denies this allegation.

5. Answering Paragraph 5 of the First Amended Complaint, Defendants admit the allegations therein except that Mr. Wall was not elected as the Treasurer of the Association's Board of Directors at the Annual Election by the members of the Association and based thereon denies this allegation.

6. Answering Paragraph 6 of the First Amended Complaint, Defendants admit the allegations therein except that Mr. Vermeltfoort was not elected as the Secretary of the Association's Board of Directors at the Annual Election by the members of the Association and based thereon denies this allegation.

7. Answering Paragraph 7 of the First Amended Complaint, Defendants admit the allegations therein except that Ms. Becker was not elected as the Assistant Treasurer of the Association's Board of Directors at the Annual Election by the members of the Association and based thereon denies this allegation.

8. Answering Paragraph 8 of the First Amended Complaint, Defendants admit the

1 allegations therein.

2 9. Answering Paragraph 9 of the First Amended Complaint, Defendants admit the
3 allegations therein.

4 10. Answering Paragraph 10 of the First Amended Complaint, Defendants lack
5 sufficient information or knowledge to admit or deny the allegations relating to unknown and
6 unspecified DOES and therefore deny the same.

7 11. Answering Paragraph 11 of the First Amended Complaint, Defendants lack
8 sufficient information or knowledge to admit or deny the allegations relating to unknown and
9 unspecified DOES and therefore deny the same.

10 12. Answering Paragraph 12 of the First Amended Complaint, Defendants lack
11 sufficient information or knowledge to admit or deny the allegations relating to unknown and
12 unspecified ROES and therefore deny the same.

13 13. Answering Paragraph 10 of the First Amended Complaint, Defendants lack
14 sufficient information or knowledge to admit or deny the allegations relating to unknown and
15 unspecified ROES and therefore deny the same.

16 **JURISDICTION AND VENUE**

17 14. Answering Paragraph 14 of the First Amended Complaint, Defendants state that the
18 allegations therein call for a legal conclusion. To the extent a response is necessary, Defendants
19 deny the allegations to the extent that they are inconsistent with existing law.

20 15. Answering Paragraph 15 of the First Amended Complaint, Defendants state that the
21 allegations therein call for a legal conclusion. To the extent a response is necessary, Defendants
22 deny the allegations to the extent that they are inconsistent with existing law.

23 **GENERAL ALLEGATIONS**

24 16. Answering Paragraph 16 of the First Amended Complaint, Defendants admit that the
25 Association is located at 914 Northwood Boulevard. Defendants deny the remaining allegations
26 of this paragraph.

27 17. Answering Paragraph 17 of the First Amended Complaint, Defendants admit the
28 allegations therein.

1 18. Answering Paragraph 18 of the First Amended Complaint, Defendants admit the
2 allegations therein.

3 19. Answering Paragraph 19 of the First Amended Complaint, Defendants state that the
4 allegations therein call for a legal conclusion. To the extent a response is necessary, Defendants
5 deny the allegations to the extent that they are inconsistent with existing law.

6 20. Answering Paragraph 20 of the First Amended Complaint, Defendants admit that, as
7 of April 26, 2025, Keith Wilson, Gloria DeAlba, Donald Wall, Robert Vermeltfoort, Christina
8 Becker, Keith Ogden, and Marc Pearl were the elected Board of Direction. Defendants deny the
9 remaining allegations of this paragraph.

10 21. Answering Paragraph 21 of the First Amended Complaint, Defendants admit that,
11 the Association held its Annual Election on April 26, 2025. Defendants deny the remaining
12 allegations of this paragraph.

13 22. Answering Paragraph 22 of the First Amended Complaint, Defendants deny the
14 allegations therein.

15 23. Answering Paragraph 20 of the First Amended Complaint, Defendants admit that the
16 services of Simply Voting were utilized. Defendants deny the remaining allegations of this
17 paragraph.

18 24. Answering Paragraph 24 of the First Amended Complaint, Defendants state that the
19 Governing Documents speak for themselves. Defendants deny the allegations therein to the
20 extent they are inconsistent with those documents. Defendants deny the remaining allegations of
21 this paragraph.

22 25. Answering Paragraph 25 of the First Amended Complaint, Defendants state that the
23 Governing Documents speak for themselves. Defendants deny the allegations therein to the
24 extent they are inconsistent with those documents.

25 26. Answering Paragraph 26 of the First Amended Complaint, Defendants state that the
26 allegations therein call for a legal conclusion for which no response is required. To the extent a
27 response is necessary, Defendants deny the allegations to the extent they are inconsistent with
28 Nevada law and the Governing Documents.

1 27. Answering Paragraph 27 of the First Amended Complaint, Defendants deny the
2 allegations therein.

3 28. Answering Paragraph 28 of the First Amended Complaint, Defendants deny that the
4 Board failed to provide appropriate and timely notice to Members. As to the remaining
5 allegations of this paragraph, Defendants lack sufficient information or knowledge to admit or
6 deny that many Members reported and therefore deny the same. To the extent not expressly
7 admitted or denied, Defendants deny the remaining allegations in this paragraph.

8 29. Answering Paragraph 29 of the First Amended Complaint, Defendants lack
9 sufficient information or knowledge to admit or deny the allegations of this paragraph and
10 therefore deny the same.

11 30. Answering Paragraph 30 of the First Amended Complaint, Defendants deny the
12 allegations therein.

13 31. Answering Paragraph 31 of the First Amended Complaint, Defendants deny the
14 allegations therein.

15 32. Answering Paragraph 32 of the First Amended Complaint, Defendants state that the
16 Governing Documents speak for themselves. Defendants deny the allegations therein to the
17 extent they are inconsistent with those documents.

18 33. Answering Paragraph 33 of the First Amended Complaint, Defendants deny the
19 allegations therein.

20 34. Answering Paragraph 34 of the First Amended Complaint, Defendants state that the
21 allegations therein call for a legal conclusion. To the extent a response is necessary, Defendants
22 deny the allegations to the extent that they are inconsistent with existing law.

23 35. Answering Paragraph 35 of the First Amended Complaint, Defendants state that the
24 Governing Documents speak for themselves. Defendants deny the allegations therein to the
25 extent they are inconsistent with those documents. Defendants deny the remaining allegations of
26 this paragraph.

27 36. Answering Paragraph 36 of the First Amended Complaint, Defendants state that the
28 Governing Documents speak for themselves. Defendants deny the allegations therein to the

1 extent they are inconsistent with those documents. Defendants deny the remaining allegations of
2 this paragraph.

3 37. Answering Paragraph 37 of the First Amended Complaint, Defendants lack
4 sufficient information or knowledge to admit or deny the allegations of this paragraph and
5 therefore deny the same.

6 38. Answering Paragraph 38 of the First Amended Complaint, Defendants lack
7 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
8 the same.

9 39. Answering Paragraph 39 of the First Amended Complaint, Defendants state that the
10 email referenced in this paragraph speaks for itself. Defendants deny the allegations therein to
11 the extent they are inconsistent with that document. Defendants lack sufficient information or
12 knowledge to admit or deny the remaining allegations of this paragraph and therefore deny the
13 same.

14 40. Answering Paragraph 40 of the First Amended Complaint, Defendants state that the
15 Governing Documents speak for themselves. Defendants deny the allegations therein to the
16 extent they are inconsistent with those documents. Defendants deny the remaining allegations of
17 this paragraph.

18 41. Answering Paragraph 41 of the First Amended Complaint, Defendants lack
19 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
20 the same.

21 42. Answering Paragraph 42 of the First Amended Complaint, Defendants lack
22 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
23 the same.

24 43. Answering Paragraph 43 of the First Amended Complaint, Defendants lack
25 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
26 the same.

27 44. Answering Paragraph 44 of the First Amended Complaint, Defendants lack
28 sufficient information or knowledge to admit or deny the allegations therein and therefore deny

1 the same.

2 45. Answering Paragraph 45 of the First Amended Complaint, Defendants state that the
3 Governing Documents speak for themselves. Defendants deny the allegations therein to the
4 extent they are inconsistent with those documents. Defendants deny the remaining allegations of
5 this paragraph.

6 46. Answering Paragraph 46 of the First Amended Complaint, Defendants lack
7 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
8 the same.

9 47. Answering Paragraph 47 of the First Amended Complaint, Defendants lack
10 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
11 the same.

12 48. Answering Paragraph 48 of the First Amended Complaint, Defendants lack
13 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
14 the same.

15 49. Answering Paragraph 49 of the First Amended Complaint, Defendants lack
16 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
17 the same.

18 50. Answering Paragraph 50 of the First Amended Complaint, Defendants lack
19 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
20 the same.

21 51. Answering Paragraph 51 of the First Amended Complaint, Defendants deny the
22 allegations therein.

23 52. Answering Paragraph 52 of the First Amended Complaint, Defendants deny the
24 allegations therein.

25 53. Answering Paragraph 53 of the First Amended Complaint, Defendants deny the
26 allegations therein.

27 54. Answering Paragraph 45 of the First Amended Complaint, Defendants state that the
28 Governing Documents speak for themselves. Defendants deny the allegations therein to the

1 extent they are inconsistent with those documents. Defendants deny the remaining allegations of
2 this paragraph.

3 55. Answering Paragraph 55 of the First Amended Complaint, Defendants state that the
4 email referenced in this paragraph speaks for itself. Defendants deny the allegations therein to
5 the extent they are inconsistent with that document. Defendants deny the remaining allegations
6 of this paragraph.

7 56. Answering Paragraph 56 of the First Amended Complaint, Defendants state that the
8 Governing Documents speak for themselves. Defendants deny the allegations therein to the
9 extent they are inconsistent with those documents. As to the remaining allegations of this
10 paragraph, Defendants state that the allegations therein call for a legal conclusion. To the extent
11 a response is necessary, Defendants deny the allegations.

12 57. Answering Paragraph 57 of the First Amended Complaint, Defendants state that the
13 Governing Documents speak for themselves. Defendants deny the allegations therein to the
14 extent they are inconsistent with those documents. Defendants deny the remaining allegations of
15 this paragraph.

16 58. Answering Paragraph 58 of the First Amended Complaint, Defendants lack
17 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
18 the same.

19 59. Answering Paragraph 59 of the First Amended Complaint, Defendants state that the
20 Governing Documents speak for themselves. Defendants deny the allegations therein to the
21 extent they are inconsistent with those documents.

22 60. Answering Paragraph 60 of the First Amended Complaint, Defendants state that the
23 allegations therein call for a legal conclusion. To the extent a response is necessary, Defendants
24 deny the allegations to the extent that they are inconsistent with existing law.

25 61. Answering Paragraph 61 of the First Amended Complaint, Defendants deny the
26 allegations therein.

27 62. Answering Paragraph 62 of the First Amended Complaint, Defendants deny the
28 allegations therein.

1 63. Answering Paragraph 63 of the First Amended Complaint, Defendants state that the
2 Governing Documents speak for themselves. Defendants deny the allegations therein to the
3 extent they are inconsistent with those documents.

4 64. Answering Paragraph 64 of the First Amended Complaint, Defendants state that the
5 Governing Documents speak for themselves. Defendants deny the allegations therein to the
6 extent they are inconsistent with those documents. Defendants deny the remaining allegations of
7 this paragraph

8 65. Answering Paragraph 65 of the First Amended Complaint, Defendants state that the
9 allegations therein call for a legal conclusion. To the extent a response is necessary, Defendants
10 deny the allegations to the extent that they are inconsistent with existing law.

11 66. Answering Paragraph 66 of the First Amended Complaint, Defendants deny the
12 allegations therein.

13 67. Answering Paragraph 67 of the First Amended Complaint, Defendants deny the
14 allegations therein.

15 68. Answering Paragraph 68 of the First Amended Complaint, Defendants admit that
16 Tricom sued the Association, which has resulted in litigation. Defendants deny the remaining
17 allegations therein.

18 69. Answering Paragraph 65 of the First Amended Complaint, Defendants state that the
19 allegations therein call for a legal conclusion. To the extent a response is necessary, Defendants
20 deny the allegations to the extent that they are inconsistent with existing law.

21 70. Answering Paragraph 70 of the First Amended Complaint, Defendants deny the
22 allegations therein.

23 71. Answering Paragraph 71 of the First Amended Complaint, Defendants deny the
24 allegations therein.

25 72. Answering Paragraph 72 of the First Amended Complaint, Defendants state that the
26 allegations therein call for a legal conclusion. To the extent a response is necessary, Defendants
27 deny the allegations to the extent that they are inconsistent with existing law.

28 73. Answering Paragraph 70 of the First Amended Complaint, Defendants deny the

1 allegations therein.

2 74. Answering Paragraph 74 of the First Amended Complaint, Defendants deny the
3 allegations therein.

4 75. Answering Paragraph 75 of the First Amended Complaint, Defendants deny the
5 allegations therein.

6 76. Answering Paragraph 76 of the First Amended Complaint, Defendants deny the
7 allegations therein.

8 77. Answering Paragraph 77 of the First Amended Complaint, Defendants deny the
9 allegations therein.

10 78. Answering Paragraph 78 of the First Amended Complaint, Defendants deny the
11 allegations therein.

12 79. Answering Paragraph 79 of the First Amended Complaint, Defendants deny the
13 allegations therein.

14 80. Answering Paragraph 80 of the First Amended Complaint, Defendants lack
15 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
16 the same.

17 81. Answering Paragraph 81 of the First Amended Complaint, Defendants deny the
18 allegations therein.

19 82. Answering Paragraph 82 of the First Amended Complaint, Defendants deny the
20 allegations therein.

21 83. Answering Paragraph 83 of the First Amended Complaint, Defendants deny the
22 allegations therein.

23 84. Answering Paragraph 84 of the First Amended Complaint, Defendants deny the
24 allegations therein.

25 85. Answering Paragraph 85 of the First Amended Complaint, Defendants deny the
26 allegations therein.

27 86. Answering Paragraph 86 of the First Amended Complaint, Defendants deny the
28 allegations therein.

1 87. Answering Paragraph 87 of the First Amended Complaint, Defendants deny the
2 allegations therein.

3 88. Answering Paragraph 88 of the First Amended Complaint, Defendants deny the
4 allegations therein.

5 89. Answering Paragraph 89 of the First Amended Complaint, Defendants deny the
6 allegations therein.

7 90. Answering Paragraph 90 of the First Amended Complaint, Defendants state that the
8 Governing Documents speak for themselves. Defendants deny the allegations therein to the
9 extent they are inconsistent with those documents.

10 91. Answering Paragraph 91 of the First Amended Complaint, Defendants state that the
11 Governing Documents speak for themselves. Defendants deny the allegations therein to the
12 extent they are inconsistent with those documents.

13 92. Answering Paragraph 92 of the First Amended Complaint, Defendants state that the
14 alleged audited financial statements speak for themselves. Defendants deny the allegations
15 therein to the extent they are inconsistent with those documents.

16 93. Answering Paragraph 93 of the First Amended Complaint, Defendants state that the
17 alleged audited financial statements speak for themselves. Defendants deny the allegations
18 therein to the extent they are inconsistent with those documents.

19 94. Answering Paragraph 94 of the First Amended Complaint, Defendants lack
20 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
21 the same.

22 95. Answering Paragraph 95 of the First Amended Complaint, Defendants state that the
23 alleged audited financial statements speak for themselves. Defendants deny the allegations
24 therein to the extent they are inconsistent with those documents. As to the allegations relating to
25 NRS 116.3115(2)(b), Defendants state that those allegations call for a legal conclusion. To the
26 extent a response is necessary, Defendants deny the allegations to the extent that they are
27 inconsistent with existing law.

28 96. Answering Paragraph 96 of the First Amended Complaint, Defendants deny the

1 allegations therein.

2 97. Answering Paragraph 97 of the First Amended Complaint, given the lack of
3 specificity to the allegations, Defendants lack sufficient information or knowledge to admit or
4 deny the allegations therein and therefore deny the same.

5 98. Answering Paragraph 98 of the First Amended Complaint, given the lack of
6 specificity to the allegations, Defendants lack sufficient information or knowledge to admit or
7 deny the allegations therein and therefore deny the same.

8 99. Answering Paragraph 99 of the First Amended Complaint, given the lack of
9 specificity to the allegations, Defendants lack sufficient information or knowledge to admit or
10 deny the allegations therein and therefore deny the same.

11 100. Answering Paragraph 100 of the First Amended Complaint, Defendants state that
12 the Governing Documents speak for themselves. Defendants deny the allegations therein to the
13 extent they are inconsistent with those documents.

14 101. Answering Paragraph 101 of the First Amended Complaint, Defendants state that
15 the Governing Documents speak for themselves. Defendants deny the allegations therein to the
16 extent they are inconsistent with those documents. As to the allegations relating to alleged
17 violations of the Governing Documents, Defendants state that those allegations call for a legal
18 conclusion. To the extent a response is necessary, Defendants deny the same.

19 102. Answering Paragraph 102 of the First Amended Complaint, Defendants deny the
20 allegations therein.

21 103. Answering Paragraph 103 of the First Amended Complaint, Defendants deny the
22 allegations therein.

23 104. Answering Paragraph 104 of the First Amended Complaint, Defendants deny the
24 allegations therein.

25 105. Answering Paragraph 105 of the First Amended Complaint, Defendants deny the
26 allegations therein.

27 106. Answering Paragraph 106 of the First Amended Complaint, Defendants lack
28 sufficient information or knowledge to admit or deny the allegations relating to Member

1 knowledge and therefore deny the same. As to the allegations relating to alleged violations of
2 the Governing Documents, Defendants state that those allegations call for a legal conclusion. To
3 the extent a response is necessary, Defendants deny the same.

4 107. Answering Paragraph 107 of the First Amended Complaint, Defendants lack
5 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
6 the same.

7 108. Answering Paragraph 108 of the First Amended Complaint, Defendants deny the
8 allegations therein.

9 109. Answering Paragraph 109 of the First Amended Complaint, Defendants deny the
10 allegations therein.

11 110. Answering Paragraph 110 of the First Amended Complaint, Defendants deny the
12 allegations therein.

13 111. Answering Paragraph 111 of the First Amended Complaint, Defendants deny the
14 allegations therein.

15 112. Answering Paragraph 112 of the First Amended Complaint, Defendants deny the
16 allegations therein.

17 113. Answering Paragraph 113 of the First Amended Complaint, given the lack of
18 specificity to the allegations, Defendants lack sufficient information or knowledge to admit or
19 deny the allegations therein and therefore deny the same.

20 114. Answering Paragraph 114 of the First Amended Complaint, Defendants deny the
21 allegations therein.

22 115. Answering Paragraph 115 of the First Amended Complaint, Defendants deny the
23 allegations therein.

24 116. Answering Paragraph 116 of the First Amended Complaint, given the lack of
25 specificity to the allegations, Defendants lack sufficient information or knowledge to admit or
26 deny the allegations therein and therefore deny the same.

27 117. Answering Paragraph 117 of the First Amended Complaint, Defendants deny the
28 allegations therein.

1 118. Answering Paragraph 118 of the First Amended Complaint, Defendants deny the
2 allegations therein.

3 119. Answering Paragraph 119 of the First Amended Complaint, Defendants deny the
4 allegations therein.

5 120. Answering Paragraph 120 of the First Amended Complaint, Defendants deny the
6 allegations therein.

7 121. Answering Paragraph 121 of the First Amended Complaint, Defendants state that
8 the allegations therein call for a legal conclusion. To the extent a response is necessary,
9 Defendants deny the allegations to the extent that they are inconsistent with existing law.

10 122. Answering Paragraph 122 of the First Amended Complaint, Defendants deny the
11 allegations therein.

12 123. Answering Paragraph 123 of the First Amended Complaint, Defendants deny the
13 allegations therein.

14 124. Answering Paragraph 124 of the First Amended Complaint, Defendants deny the
15 allegations therein.

16 125. Answering Paragraph 125 of the First Amended Complaint, Defendants lack
17 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
18 the same.

19 126. Answering Paragraph 126 of the First Amended Complaint, Defendants lack
20 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
21 the same.

22 127. Answering Paragraph 127 of the First Amended Complaint, Defendants deny the
23 allegations therein.

24 128. Answering Paragraph 128 of the First Amended Complaint, Defendants deny the
25 allegations therein.

26 129. Answering Paragraph 129 of the First Amended Complaint, Defendants deny the
27 allegations therein.

28 130. Answering Paragraph 130 of the First Amended Complaint, Defendants deny the

1 allegations therein.

2 131. Answering Paragraph 131 of the First Amended Complaint, Defendants state that
3 the Governing Documents speak for themselves. Defendants deny the allegations therein to the
4 extent they are inconsistent with those documents.

5 132. Answering Paragraph 132 of the First Amended Complaint, Defendants state that
6 the allegations therein call for a legal conclusion. To the extent a response is necessary,
7 Defendants deny the allegations to the extent that they are inconsistent with existing law.

8 133. Answering Paragraph 133 of the First Amended Complaint, Defendants deny the
9 allegations therein.

10 134. Answering Paragraph 134 of the First Amended Complaint, Defendants deny the
11 allegations therein.

12 135. Answering Paragraph 135 of the First Amended Complaint, Defendants deny the
13 allegations therein.

14 136. Answering Paragraph 136 of the First Amended Complaint, Defendants deny the
15 allegations therein.

16 137. Answering Paragraph 137 of the First Amended Complaint, Defendants deny the
17 allegations therein.

18 138. Answering Paragraph 138 of the First Amended Complaint, Defendants state that
19 the email referenced in this paragraph speaks for itself. Defendants deny the allegations therein
20 to the extent they are inconsistent with that document. Defendants deny the remaining
21 allegations of this paragraph.

22 139. Answering Paragraph 139 of the First Amended Complaint, Defendants deny the
23 allegations therein.

24 140. Answering Paragraph 140 of the First Amended Complaint, Defendants state that
25 the Governing Documents speak for themselves. Defendants deny the allegations therein to the
26 extent they are inconsistent with those documents. Defendants deny the remaining allegations of
27 this paragraph.

28 141. Answering Paragraph 141 of the First Amended Complaint, Defendants state that

1 the letter referenced in this paragraph speaks for itself. Defendants deny the allegations therein
2 to the extent they are inconsistent with that document. As to the allegations of this paragraph
3 relating to the Governing Documents, Defendants state that the Governing Documents speak for
4 themselves. Defendants deny the allegations therein to the extent they are inconsistent with
5 those documents.

6 142. Answering Paragraph 142 of the First Amended Complaint, Defendants deny the
7 allegations therein.

8 143. Answering Paragraph 143 of the First Amended Complaint, Defendants deny the
9 allegations therein.

10 144. Answering Paragraph 144 of the First Amended Complaint, Defendants deny the
11 allegations therein.

12 145. Answering Paragraph 145 of the First Amended Complaint, Defendants state that
13 the letter referenced in this paragraph speaks for itself. Defendants deny the allegations therein
14 to the extent they are inconsistent with that document. As to the allegations of this paragraph
15 relating to the Governing Documents, Defendants state that the Governing Documents speak for
16 themselves. Defendants deny the allegations therein to the extent they are inconsistent with
17 those documents.

18 146. Answering Paragraph 146 of the First Amended Complaint, Defendants admit that
19 they have never been provided documentary proof of the alleged petition and dispute the
20 validity of the alleged “Special Meeting.” Defendants deny the remaining allegations of this
21 paragraph.

22 147. Answering Paragraph 147 of the First Amended Complaint, Defendants deny the
23 allegations therein.

24 148. Answering Paragraph 148 of the First Amended Complaint, Defendants deny the
25 allegations therein.

26 149. Answering Paragraph 149 of the First Amended Complaint, Defendants deny the
27 allegations therein.

28 150. Answering Paragraph 150 of the First Amended Complaint, Defendants deny the

1 allegations therein.

2 151. Answering Paragraph 151 of the First Amended Complaint, Defendants deny the
3 allegations therein.

4 152. Answering Paragraph 152 of the First Amended Complaint, Defendants deny the
5 allegations therein.

6 153. Answering Paragraph 153 of the First Amended Complaint, Defendants deny the
7 allegations therein.

8 154. Answering Paragraph 154 of the First Amended Complaint, Defendants deny the
9 allegations therein.

10 155. Answering Paragraph 155 of the First Amended Complaint, Defendants deny the
11 allegations therein.

12 156. Answering Paragraph 156 of the First Amended Complaint, Defendants deny the
13 allegations therein.

14 157. Answering Paragraph 157 of the First Amended Complaint, Defendants deny the
15 allegations therein.

16 158. Answering Paragraph 158 of the First Amended Complaint, Defendants deny the
17 allegations therein.

18 159. Answering Paragraph 159 of the First Amended Complaint, Defendants state that
19 the letter referenced in this paragraph speaks for itself. Defendants deny the allegations therein
20 to the extent they are inconsistent with that document. Defendants deny the remaining
21 allegations of this paragraph.

22 160. Answering Paragraph 160 of the First Amended Complaint, Defendants state that
23 the letter referenced in this paragraph speaks for itself. Defendants deny the allegations therein
24 to the extent they are inconsistent with that document.

25 161. Answering Paragraph 161 of the First Amended Complaint, Defendants deny the
26 allegations therein.

27 162. Answering Paragraph 162 of the First Amended Complaint, Defendants deny the
28 allegations therein.

FIRST CAUSE OF ACTION

(Breach of Governing Documents Against the Association, Mr. Wilson, Ms. DeAlba, Mr. Wall, Mr. Vermeltfoort, and Mr. Pearl)

163. Answering Paragraph 163 of the First Amended Complaint, Defendants repeat and reallege each and every response made in the paragraphs above, as though set forth fully herein 164.

164. Answering Paragraph 164 of the First Amended Complaint, Defendants state that the allegations therein call for a legal conclusion. To the extent a response is necessary, Defendants deny the allegations to the extent that they are inconsistent with existing law.

165. Answering Paragraph 165 of the First Amended Complaint, Defendants deny the allegations therein.

166. Answering Paragraph 166 of the First Amended Complaint, Defendants deny the allegations therein.

167. Answering Paragraph 167 of the First Amended Complaint, Defendants deny the allegations therein.

168. Answering Paragraph 168 of the First Amended Complaint, Defendants deny the allegations therein.

169. Answering Paragraph 169 of the First Amended Complaint, Defendants deny the allegations therein.

170. Answering Paragraph 170 of the First Amended Complaint, Defendants deny the allegations therein.

171. Answering Paragraph 171 of the First Amended Complaint, Defendants deny the allegations therein.

172. Answering Paragraph 172 of the First Amended Complaint, Defendants deny the allegations therein.

173. Answering Paragraph 173 of the First Amended Complaint, Defendants deny the allegations therein.

174. Answering Paragraph 174 of the First Amended Complaint, Defendants deny the allegations therein.

1 175. Answering Paragraph 175 of the First Amended Complaint, Defendants deny the
2 allegations therein.

3 176. Answering Paragraph 176 of the First Amended Complaint, Defendants deny the
4 allegations therein.

5 177. Answering Paragraph 177 of the First Amended Complaint, Defendants state that
6 the allegations therein call for a legal conclusion. To the extent a response is necessary,
7 Defendants deny the allegations to the extent that they are inconsistent with existing law.

8 **SECOND CAUSE OF ACTION**

9 **(Breach of Duty of Good Faith and Fair Dealing Against the Association, Mr. Wilson, Ms.
DeAlba, Mr. Wall, Mr. Vermeltfoort, and Mr. Pearl)**

10 178. Answering Paragraph 178 of the First Amended Complaint, Defendants repeat and
11 reallege each and every response made in the paragraphs above, as though set forth fully herein
12 164.

13 179. Answering Paragraph 179 of the First Amended Complaint, Defendants state that
14 the allegations therein call for a legal conclusion. To the extent a response is necessary,
15 Defendants deny the allegations to the extent that they are inconsistent with existing law.

16 180. Answering Paragraph 180 of the First Amended Complaint, Defendants state that
17 the allegations therein call for a legal conclusion. To the extent a response is necessary,
18 Defendants deny the allegations to the extent that they are inconsistent with existing law.

19 181. Answering Paragraph 181 of the First Amended Complaint, Defendants deny the
20 allegations therein.

21 182. Answering Paragraph 182 of the First Amended Complaint, Defendants deny the
22 allegations therein.

23 183. Answering Paragraph 183 of the First Amended Complaint, Defendants deny the
24 allegations therein.

25 184. Answering Paragraph 184 of the First Amended Complaint, Defendants deny the
26 allegations therein.

27 185. Answering Paragraph 185 of the First Amended Complaint, Defendants deny the
28 allegations therein.

1 186. Answering Paragraph 186 of the First Amended Complaint, Defendants state that
2 the allegations therein call for a legal conclusion. To the extent a response is necessary,
3 Defendants deny the allegations to the extent that they are inconsistent with existing law.

4 **THIRD CAUSE OF ACTION**

5 **(Breach of Fiduciary Duties Against Mr. Wilson, Ms. DeAlba, Mr. Wall,
6 Mr. Vermeltfoort, and Mr. Pearl)**

7 187. Answering Paragraph 187 of the First Amended Complaint, Defendants repeat and
8 reallege each and every response made in the paragraphs above, as though set forth fully herein.

9 188. Answering Paragraph 188 of the First Amended Complaint, Defendants state that
10 the allegations therein call for a legal conclusion. To the extent a response is necessary,
11 Defendants deny the allegations to the extent that they are inconsistent with existing law.

12 189. Answering Paragraph 189 of the First Amended Complaint, Defendants state that
13 the allegations therein call for a legal conclusion. To the extent a response is necessary,
14 Defendants deny the allegations to the extent that they are inconsistent with existing law.

15 190. Answering Paragraph 190 of the First Amended Complaint, Defendants state that
16 the allegations therein call for a legal conclusion. To the extent a response is necessary,
17 Defendants deny the allegations to the extent that they are inconsistent with existing law.

18 191. Answering Paragraph 191 of the First Amended Complaint, Defendants deny the
19 allegations therein.

20 192. Answering Paragraph 192 of the First Amended Complaint, Defendants deny the
21 allegations therein.

22 193. Answering Paragraph 193 of the First Amended Complaint, Defendants deny the
23 allegations therein.

24 194. Answering Paragraph 194 of the First Amended Complaint, Defendants deny the
25 allegations therein.

26 195. Answering Paragraph 195 of the First Amended Complaint, Defendants deny the
27 allegations therein.

28 196. Answering Paragraph 196 of the First Amended Complaint, Defendants deny the
allegations therein.

1 197. Answering Paragraph 197 of the First Amended Complaint, Defendants deny the
2 allegations therein.

3 198. Answering Paragraph 198 of the First Amended Complaint, Defendants deny the
4 allegations therein.

5 199. Answering Paragraph 199 of the First Amended Complaint, Defendants deny the
6 allegations therein.

7 200. Answering Paragraph 200 of the First Amended Complaint, Defendants deny the
8 allegations therein.

9 201. Answering Paragraph 201 of the First Amended Complaint, Defendants deny the
10 allegations therein.

11 202. Answering Paragraph 202 of the First Amended Complaint, Defendants deny the
12 allegations therein.

13 203. Answering Paragraph 203 of the First Amended Complaint, Defendants deny the
14 allegations therein.

15 204. Answering Paragraph 204 of the First Amended Complaint, Defendants state that
16 the allegations therein call for a legal conclusion. To the extent a response is necessary,
17 Defendants deny the allegations to the extent that they are inconsistent with existing law.

18 **FOURTH CAUSE OF ACTION**
19 **(Improper Transfer of Reserve Funds Against Mr. Wilson, Ms. DeAlba, Mr. Wall,**
20 **Mr. Vermeltfoort, and Mr. Pearl)**

21 205. Answering Paragraph 205 of the First Amended Complaint, Defendants repeat and
22 reallege each and every response made in the paragraphs above, as though set forth fully herein.

23 206. Answering Paragraph 206 of the First Amended Complaint, Defendants state that
24 the allegations therein call for a legal conclusion. To the extent a response is necessary,
25 Defendants deny the allegations to the extent that they are inconsistent with existing law.

26 207. Answering Paragraph 207 of the First Amended Complaint, Defendants state that
27 the allegations therein call for a legal conclusion. To the extent a response is necessary,
28 Defendants deny the allegations to the extent that they are inconsistent with existing law.

208. Answering Paragraph 208 of the First Amended Complaint, Defendants admit the

1 allegations therein.

2 209. Answering Paragraph 209 of the First Amended Complaint, Defendants deny the
3 allegations therein.

4 210. Answering Paragraph 210 of the First Amended Complaint, Defendants lack
5 sufficient information or knowledge to admit or deny the allegations therein and therefore deny
6 the same.

7 211. Answering Paragraph 211 of the First Amended Complaint, Defendants deny the
8 allegations therein.

9 212. Answering Paragraph 212 of the First Amended Complaint, Defendants deny the
10 allegations therein.

11 213. Answering Paragraph 213 of the First Amended Complaint, Defendants deny the
12 allegations therein.

13 214. Answering Paragraph 214 of the First Amended Complaint, Defendants deny the
14 allegations therein.

15 215. Answering Paragraph 215 of the First Amended Complaint, Defendants state that
16 the allegations therein call for a legal conclusion. To the extent a response is necessary,
17 Defendants deny the allegations to the extent that they are inconsistent with existing law.

18 **FIFTH CAUSE OF ACTION**

19 **(Election Violations Against Mr. Wilson, Ms. DeAlba, Mr. Wall,
20 Mr. Vermeltfoort, and Mr. Pearl)**

21 216. Answering Paragraph 216 of the First Amended Complaint, Defendants repeat and
22 reallege each and every response made in the paragraphs above, as though set forth fully herein.

23 217. Answering Paragraph 217 of the First Amended Complaint, Defendants state that
24 the allegations therein call for a legal conclusion. To the extent a response is necessary,
25 Defendants deny the allegations to the extent that they are inconsistent with existing law.

26 218. Answering Paragraph 218 of the First Amended Complaint, Defendants deny the
27 allegations therein.

28 219. Answering Paragraph 219 of the First Amended Complaint, Defendants deny the
allegations therein.

1 220. Answering Paragraph 220 of the First Amended Complaint, Defendants deny the
2 allegations therein.

3 221. Answering Paragraph 221 of the First Amended Complaint, Defendants deny the
4 allegations therein.

5 222. Answering Paragraph 222 of the First Amended Complaint, Defendants deny the
6 allegations therein.

7 223. Answering Paragraph 223 of the First Amended Complaint, Defendants deny the
8 allegations therein.

9 224. Answering Paragraph 224 of the First Amended Complaint, Defendants deny the
10 allegations therein.

11 225. Answering Paragraph 225 of the First Amended Complaint, Defendants deny the
12 allegations therein.

13 226. Answering Paragraph 226 of the First Amended Complaint, Defendants state that
14 the allegations therein call for a legal conclusion. To the extent a response is necessary,
15 Defendants deny the allegations to the extent that they are inconsistent with existing law.

16 **SIXTH CLAIM FOR RELIEF**
17 **(Declaratory Relief Against all Defendants)**

18 227. Answering Paragraph 227 of the First Amended Complaint, Defendants repeat and
19 reallege each and every response made in the paragraphs above, as though set forth fully herein.

20 228. Answering Paragraph 228 of the First Amended Complaint, Defendants deny the
21 allegations therein.

22 229. Answering Paragraph 229 of the First Amended Complaint, Defendants deny the
23 allegations therein.

24 230. Answering Paragraph 230 of the First Amended Complaint, Defendants deny the
25 allegations therein.

26 231. Answering Paragraph 231 of the First Amended Complaint, Defendants deny the
27 allegations therein.

28 232. Answering Paragraph 232 of the First Amended Complaint, Defendants deny the

1 allegations therein.

2 233. Answering Paragraph 231 of the First Amended Complaint, Defendants deny the
3 allegations therein.

4 234. Answering Paragraph 232 of the First Amended Complaint, Defendants deny the
5 allegations therein.

6 235. Answering Paragraph 237 of the First Amended Complaint, Defendants repeat and
7 reallege each and every response made in the paragraphs above, as though set forth fully herein.

8 236. Answering Paragraph 238 of the First Amended Complaint, Defendants deny the
9 allegations therein.

10 **SEVENTH CLAIM FOR RELIEF**
11 **(Injunctive Relief Against all Defendants)**

12 237. Answering Paragraph 227 of the First Amended Complaint, Defendants repeat and
13 reallege each and every response made in the paragraphs above, as though set forth fully herein.

14 238. Answering Paragraph 228 of the First Amended Complaint, Defendants deny the
15 allegations therein.

16 239. Answering Paragraph 239 of the First Amended Complaint, Defendants deny the
17 allegations therein.

18 240. Answering Paragraph 240 of the First Amended Complaint, Defendants deny the
19 allegations therein.

20 241. Answering Paragraph 241 of the First Amended Complaint, Defendants deny the
21 allegations therein.

22 242. Answering Paragraph 242 of the First Amended Complaint, Defendants deny the
23 allegations therein.

24 243. Answering Paragraph 243 of the First Amended Complaint, Defendants deny the
25 allegations therein.

26 244. Answering Paragraph 244 of the First Amended Complaint, Defendants state that
27 the allegations therein call for a legal conclusion. To the extent a response is necessary,
28 Defendants deny the allegations to the extent that they are inconsistent with existing law.

1 **GENERAL DENIAL**

2 To the extent not specifically admitted or otherwise responded to above, the allegations
3 of the First Amended Complaint are hereby denied.

4 **AFFIRMATIVE DEFENSES**

5 Without assuming the burden of proof as to any of the following defenses where the
6 law does not impose such burden on Defendants, Defendants assert the following separate
7 defenses to the Complaint:

8 **FIRST DEFENSE**

9 Plaintiff's Complaint fails to state claims upon which relief may be granted or
10 cannot establish all the necessary elements of her claims.

11 **SECOND DEFENSE**

12 Defendants' actions are protected by the business judgment rule under Nevada law,
13 including NRS 117 and 119A and common-law principles governing nonprofit cooperative
14 boards.

15 **THIRD DEFENSE**

16 Defendants acted at all times in accordance with the CC&Rs, Bylaws, Articles of
17 Incorporation, rules, regulations, and applicable statutes.

18 **FOURTH DEFENSE**

19 Plaintiff's claims are barred to the extent they involve transactions or events
20 occurring, or seek damages for periods, outside the applicable statutory limitations
21 periods.

22 **FIFTH DEFENSE**

23 Plaintiffs failed to exhaust required internal dispute-resolution or administrative
24 remedies prior to filing suit.

25 **SIXTH DEFENSE**

26 Plaintiffs waived some or all claims through their conduct, acquiescence, or failure to
27 timely object.

28 //

1 **SEVENTH DEFENSE**

2 Plaintiffs are estopped from asserting claims based on their prior acts, omissions,
3 representations, or acceptance of benefits.

4 **EIGHTH DEFENSE**

5 Plaintiffs' claims are barred by laches due to unreasonable delay and resulting prejudice
6 to Defendants.

7 **NINTH DEFENSE**

8 Defendants acted in good faith and without malice, fraud, oppression, or improper
9 purpose.

10 **TENTH DEFENSE**

11 Plaintiff's claims may be barred in part by the after-acquired evidence doctrine.

12 **ELEVENTH DEFENSE**

13 Plaintiffs have not suffered any legally cognizable damages.

14 **TWELFTH DEFENSE**

15 Plaintiffs failed to mitigate their alleged damages, if any.

16 **THIRTEENTH DEFENSE**

17 To the extent Plaintiff seeks compensatory damages for future pecuniary losses,
18 emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other
19 similar compensatory damages, the Amended Complaint fails to allege facts sufficient to allow
20 recovery of such compensatory damages.

21 **FOURTEENTH DEFENSE**

22 Plaintiffs lack standing to assert some or all of the claims alleged.

23 **FIFTEENTH DEFENSE**

24 Some or all of Plaintiffs' claims are moot due to subsequent events, corrective action, or
25 expiration of the complained-of conduct.

26 //

27 //

1 **SIXTEENTH DEFENSE**

2 To the extent Plaintiff seeks compensatory damages for future pecuniary losses,
3 emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other
4 similar compensatory damages, the Amended Complaint fails to allege facts sufficient to allow
5 recovery of such compensatory damages.

6 **SEVENTEENTH DEFENSE**

7 Plaintiffs lack standing to assert some or all of the claims alleged.

8 **EIGHTEENTH DEFENSE**

9 Some or all of Plaintiffs' claims are moot due to subsequent events, corrective action, or
10 expiration of the complained-of conduct.

11 **NINETEENTH DEFENSE**

12 Some or all of Plaintiffs' claims may be barred by the statute of frauds.

13 **COUNTERCLAIM**

14 Defendants/Counterclaimants CLUB TAHOE RESORT OWNERS ASSOCIATION,
15 INC. (the "Association"), KEITH WILSON ("Mr. Wilson"), GLORIA DEALBA ("Ms.
16 DeAlba"), DONALD WALL ("Mr. Wall"), ROBERT VERMELTFOORT ("Mr.
17 Vermeltfoort"), and MARC PEARL ("Mr. Pearl") (collectively, "Counterclaimants"), complain
18 against Plaintiffs/Counter-defendants and allege as follows:
19

20 **PARTIES**

21 1. The Association is a Nevada non-profit cooperative corporation organized for the
22 purposes of operating and administering Club Tahoe Resort, a timeshare resort located in
23 Incline Village, Nevada. The Association operates Club Tahoe Resort located at 914 Northwood
24 Blvd., Incline Village, Washoe County, Nevada 89451 (the "Property").

25 2. Mr. Wilson was, at all times relevant herein, a Director of the Association.

26 3. Gloria DeAlba ("Ms. DeAlba") was, at all times relevant herein, a Director of the
27 Association.

28 4. Mr. Wall was, at all times relevant herein, a Director of the Association.

1 return all Association property, records, and systems so that the Association could engage new
2 management and conduct its April 2025 election.

3 15. Tricom then filed a state court action in Washoe County (CV25-00772) seeking
4 to vacate the Emergency Order.

5 16. In August 2025, the court denied Tricom's motion and dismissed its complaint
6 ("Dismissal Order"), confirming the Association's right to terminate Tricom and proceed with
7 new management.

8 17. Following entry of the Dismissal Order, Tricom finally relinquished control,
9 and the duly elected Board immediately retained Grand Pacific Resort Services, L.P. ("GPR")
10 as the Association's new manager pursuant to its Governing Documents and applicable
11 statutory authority.

12 18. On September 25, 2025, Counter-defendants filed their Original Complaint
13 seeking to invalidate the April 2025 election, although they did not serve it until October 22,
14 2025.

15 19. Beginning in or about September 2025, Counter-defendants initiated a
16 campaign purporting to "recall" the Board.

17 20. On October 16, 2025, Plaintiffs' counsel sent a letter announcing that a recall
18 election would be held on October 25, 2025.

19 21. On October 17, 2025, Association counsel sent a detailed written explanation to
20 the Board and GPR explaining why the proposed recall election was procedurally and legally
21 improper and would have no legal effect.

22 22. Despite that warning, Counter-defendants proceeded with the unlawful removal
23 of the Board and an election on October 25, 2025.

24 23. The recall and election effort did not comply with the mandatory requirements
25 of the Governing Documents, including, but not limited to, proper trigger of a Member meeting,
26 proper service of recall materials on the Board, notice and agenda provided to all Members, an
27 opportunity for the Board to respond, and a validly noticed and tabulated membership vote.
28

1 24. Although Counter-defendants alleged the existence of a petition calling for a
2 Member meeting to conduct a recall, the Association never received any such petition.

3 25. Repeated requests for copies of petitions, notices, and voting records were
4 ignored.

5 26. On or about October 28, 2025, the Association's manager, GPR, advised the
6 sitting Board that a so-called "Recall Board" was issuing directives in the name of the
7 Association and instructing vendors and staff not to deal with the duly elected Board.

8 27. On October 29, 2025, Plaintiffs' counsel advised GPR that a special meeting
9 called by the existing Board was "unlawful," creating immediate conflict with the Association's
10 management vendor.

11 28. On November 3, 2025, Plaintiffs' counsel sent a cease-and-desist demand to
12 Association counsel, asserting that the sitting Board should cease further operations.

13 29. Throughout November and December 2025, the Association's counsel,
14 repeatedly advised Counter-defendants that the October 25, 2025, recall election was invalid.

15 30. During that same period, the Association demanded production of the alleged
16 recall petition and supporting election materials.

17 31. Counter-defendants never produced any of the requested documentation.

18 32. The Association offered to conduct a duly noticed interim election to cure any
19 alleged defects in either the April election or October removal and election.

20 33. Counter-defendants refused that offer.

21 34. On December 18, 2025, Mandy S. Shavinsky, counsel for GPR at Snell &
22 Wilmer LLP, sent a formal letter explaining that Counter-defendants' competing claims of
23 authority and issuance of conflicting directives made it impossible for GPR to determine which
24 individuals possessed lawful authority to direct Association operations.

25 35. The December 18, 2025, letter warned that Counter-defendants' conduct was
26 exposing both GPR and the Association to operational disruption and contractual risk.

27 36. The December 18, 2025, letter also requested production of recall petitions and
28 election records, which were never provided.

1 37. As a direct and continuing result of Counter-defendants' conduct, the
2 Association faces immediate and irreparable harm, including paralysis of governance, vendor
3 confusion, erosion of member trust, and exposure to contractual liability.

4 38. Counter-defendants' unilateral assertion that the Board was removed—absent
5 statutory compliance or judicial validation—cannot divest the duly elected Board of its
6 authority under Nevada law.

7 39. An attempted recall that does not strictly comply with the Governing Documents
8 and Nevada law is void and confers no authority.

9 40. Counter-defendants' conduct violates the Governing Documents and Nevada's
10 statutory framework governing non-profit cooperative corporation operations.

11 41. Counter-defendants' conduct unlawfully interferes with the Association's
12 contractual and operational relationships

13 **FIRST CAUSE OF ACTION**
14 **(Violations of the Governing Documents, NRS 81 *et seq*, NRS 119A *et seq***
 (Against All Counter-defendants))

15 42. Counterclaimants incorporate by reference Paragraphs 1 through 30 as though
16 fully set forth herein.

17 43. Nevada Revised Statutes Chapter 119A strictly regulates the governance of time
18 share associations and the Governing Documents vest management and control of an
19 association exclusively in its duly elected executive board.

20 44. The Governing Documents and NRS 119A.528 establish mandatory and
21 exclusive statutory procedures for the removal of directors by recall, including service of recall
22 materials on the Board and all Members, an opportunity for Board response, proper notice to the
23 membership, and a validly conducted and tabulated membership vote.

24 45. Nevada law provides a private right of action to any person or class of persons
25 suffering damages or seeking appropriate relief from a failure to comply with applicable
26 statutory law and/or the Association's Governing Documents.

27 46. Counter-defendants were not duly elected directors and possessed no statutory or
28 contractual authority to act on behalf of the Association.

1 47. Counter-defendants failed to strictly comply with the mandatory requirements of
2 the Governing Documents and NRS 119A in attempting to recall the Board, including, but not
3 limited to, by failing to properly trigger the Member meeting, serve recall materials on the
4 Board, failing to provide the Board with the required opportunity to respond, failing to produce
5 a valid recall petition, and failing to conduct or certify a properly noticed and tabulated
6 membership vote.

7 48. An attempted recall that does not strictly comply with the Governing Documents
8 and NRS 119A.528 is void and confers no authority.

9 49. By purporting to act as the governing board, issuing directives to GPR, vendors,
10 and Association staff, accessing or attempting to access Association records, and holding
11 themselves out as the lawful directors of the Association without statutory or judicial
12 authorization, Counter-defendants exceeded any rights afforded to them as members under
13 Nevada law.

14 50. Counter-defendants' unilateral assertion that the Board was removed—absent
15 statutory compliance or judicial validation—cannot divest the duly elected Board of its
16 authority under Nevada law.

17 51. Counter-defendants' conduct violated Nevada's statutory framework governing
18 time share operations and interfered with the Association's ability to function lawfully under
19 NRS Chapter 119A, general corporate law under NRS 81.410 through 81.450, inclusive, and the
20 Governing Documents.

21 52. As a direct and proximate result of Counter-defendants' statutory violations, the
22 Association has suffered and continues to suffer damages, including disruption of governance,
23 vendor confusion, erosion of member trust, exposure to contractual liability, and administrative
24 paralysis.

25 53. Counterclaimants are entitled to declaratory and injunctive relief under the
26 Governing Documents, NRS 33.010, and principles of equity to enjoin Counter-defendants from
27 further statutory violations and to preserve the Association's lawful governance structure.
28

SECOND CAUSE OF ACTION

(Intentional Interference with Contractual Relations (Against All Counter-defendants))

54. Counterclaimants incorporate by reference Paragraphs 1 through 42 as though fully set forth herein.

55. The Association has valid and existing contractual relationships, including its management agreement with Grand Pacific Resort Services, L.P. ("GPR"), entered into by the duly elected Board pursuant to the Governing Documents, Chapters 119A and 81 of Nevada Revised Statutes and applicable Nevada law.

56. Counter-defendants had actual knowledge of the Association's contractual relationship with GPR and of the Board's authority to engage and direct GPR.

57. Counter-defendants intentionally engaged in acts designed to disrupt the Association's contractual relationship with GPR by issuing competing directives, disputing the Board's authority, instructing vendors and staff not to deal with the duly elected Board, and holding themselves out as the governing board.

58. Counter-defendants' conduct made it impossible for GPR to determine which individuals possessed lawful authority to direct Association operations and exposed both GPR and the Association to operational disruption and contractual risk.

59. Counter-defendants' conduct constituted actual disruption of the contractual relationship between the Association and GPR.

60. Counter-defendants' interference was improper, unjustified, and not privileged.

61. As a direct and proximate result of Counter-defendants' intentional interference, the Association has suffered and continues to suffer damages, including operational paralysis, vendor confusion, exposure to contractual liability, reputational harm, and increased administrative and legal costs.

62. Counterclaimants are entitled to compensatory damages, injunctive relief prohibiting further interference, and all other relief allowed by law.

THIRD CAUSE OF ACTION

(Declaratory Relief Against All Counter-defendants)

63. Counterclaimants incorporate by reference Paragraphs 1 through 58 as though

1 fully set forth herein.

2 64. An actual and justiciable controversy exists regarding the validity of the April
3 2025 election, the invalidity of the purported October 25, 2025, recall election, and the lawful
4 authority to govern and direct the Association.

5 65. Counterclaimants contend that: (a) the April 2025 election was valid and the
6 Board continues to hold lawful authority; (b) the purported recall election was invalid and void
7 under the Governing Documents and NRS 119A.528; and (c) only the duly elected Board has
8 authority to conduct Association business and direct its management and vendors.

9 66. Counterclaimants seek a judicial declaration confirming the foregoing and
10 clarifying the parties' respective rights and obligations.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Counterclaimants respectfully request that this Court:

- 13 1. Enter judgment in favor of Counterclaimants on all causes of action;
- 14 2. Issue a preliminary and permanent injunction prohibiting Counter-defendants from:
 - 15 a. Conducting any Association business without lawful authority;
 - 16 b. Issuing directives to third parties on behalf of the Association;
 - 17 c. Accessing Association records without authorization;
 - 18 d. Holding themselves out as the duly appointed Board of Directors;
- 19 3. Issue a declaratory judgment that:
 - 20 a. The April 2025 Board election was valid and the Board continues to hold lawful
21 authority;
 - 22 b. Counter-defendants' purported recall was invalid under the Governing
23 Documents and applicable Nevada law;
 - 24 c. Only the duly elected Board has authority to direct Association operations;
- 25 4. Award compensatory damages for harm caused to the Association's operations and
26 contractual relationships;
- 27 5. Award reasonable attorneys' fees and costs;
- 28 6. Grant such other and further relief as the Court deems just and proper.

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
5 Dated this 26th day of January, 2026

6 **O'HAGAN MEYER PLLC**

7
8 By /s/ Whit Selert

9 MARCUS J. LEE

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19 *Association, Inc., Keith Wilson, Gloria DeAlba,*
20 *Donald Wall, Marc Pearl, and Robert*
21 *Vermeltfoort*
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25
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27
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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 **ANSWER TO COMPLAINT** upon the following:

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By:

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