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Association, Inc., Keith Wilson, Gloria DeAbla,
Donald Wall, and Robert Vermeltoort*

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
VERMELTOORT; 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

**DEFENDANTS' REPLY IN SUPPORT
OF MOTION FOR ORDER TO SHOW
CAUSE #2:
WHETHER PLAINTIFFS ARE
VIOLATING THIS COURT'S APRIL 1,
2026 ORDERS**

Defendants, Club Tahoe Resort Owners Association ("Club Tahoe") and members of its
Executive Board, Keith Wilson, Donald Wall, Marc Pearl, Gloria D'Alba and Robert
Vermelfoort (the "Former Board") respectfully submit the following Reply in support of their
Motion for Order To Show Cause #2, which should be granted because Plaintiffs are violating
this Court's April 1, 2026 directives and actively interfering with and undermining the fairness
and integrity of the election entrusted to the Special Master by this Court.

This Reply is made and based on the following Memorandum of Points and Authorities
and all papers and pleadings of record herein.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 As this Court knows, Defendants were recently forced to move this Court for an Order
3 requiring Plaintiffs to show cause why they have not scheduled the early case conference
4 required by NRCP 16.1(b)(2)(A) despite refusing to dismiss their claims against the remaining
5 individual Defendants. This Motion, by contrast, separately requests an Order requesting
6 Plaintiffs to show cause why they are violating this Court’s April 1, 2026 directives not to
7 interfere with or undermine the fairness and integrity of the board election entrusted by this
8 Court to the Special Master.

9 Plaintiffs’ Opposition demonstrates precisely why both Motions should be granted.
10 Plaintiffs are repeating their misleading, salacious, and disputed allegations to the media and
11 Association members to influence the outcome of the upcoming election while refusing to open
12 discovery so Defendants can disprove those claims. Plaintiffs are also actively interfering with
13 the Special Master’s ability to conduct a fair, transparent, and rule compliant election by: a)
14 bribing Association members for votes and money with unauthorized promises of Association
15 owned assets; and b) simultaneously encouraging members to “revoke their proxies” prior to that
16 election, jeopardizing the Special Master’s ability to establish the quorum necessary for that
17 purpose.

18 **I. REBUTTAL FACTUAL BACKGROUND:**

19 All of Plaintiffs’ factual assertions should be taken with a grain of salt. Plaintiffs have
20 made wild allegations that the Association’s Former Board engaged in various forms of
21 “misconduct” and are “individually liable” for claims they also admit have no monetary
22 damages. *See* Exhibit L (109/205) at 11:24-12:1. Plaintiffs refuse to dismiss those claims or open
23 discovery to defend their allegations, yet repeat them to anyone and everyone, including the
24 media, the Association membership, and this Court. *See* Opp. at 5:6-22. This Court should not
25 credit any factual assertion these Plaintiffs are not willing to defend in discovery, which, at this
26 point, is all of their allegations. As demonstrated herein, those few of Plaintiffs’ allegations that
27 can be measured with evidence, lack any indicia of veracity.

1 A. Plaintiffs, Save Club Tahoe and The Recall Board Are The Same Actors:

2 Plaintiffs wrongly accuse Defendants of conflating the difference between the named
3 Plaintiffs, the “Recall Board”, and “Save Club Tahoe” (Opp. at 3:20, 4:14) suggesting this Court
4 should somehow parse and judge their actions separately. But there is no meaningful distinction.

5 Plaintiffs Garvey and Payton filed their original Complaint (before the recall election)
6 challenging the authority of the Association’s Former Board. They did not serve that Complaint
7 until two days before the attempted recall election. Plaintiffs thereafter filed a First Amended
8 Complaint seeking to validate the authority of the so-called “Recall Board,” demonstrating they
9 represent the interests of that entity, whose election was engineered by the Save Club Tahoe
10 group as described *infra.*. Garvey and Payton later filed a cross motion for preliminary injunction
11 seeking also to confirm the authority of the Recall Board. Notably, Plaintiffs do not dispute that
12 they were notified by the Association’s independent legal counsel *before* holding the attempted
13 recall election that their efforts did not comply with the Association’s governing documents. *See*
14 *e.g.*, **Exhibit A** at para. 8; **Exhibit F** (53-79/205 (various Kern emails repeatedly requesting copy
15 of petition); **Exhibit H** (85/205) (October 17 Kern email explaining why recall election would be
16 void for non-compliance with governing documents). Indeed, not until Plaintiffs’ Reply brief did
17 they finally produce the petition on which they predicate their claims (**Exhibit L** (113/205) at
18 26:5) effectively precluding scrutiny as to why that petition, which comprises hundreds of
19 alleged “proxy votes,” does not satisfy the Association’s governing documents.¹

20 Dana Fitch, whose declaration is attached to Plaintiff’s current Opposition, does not deny
21 that she is the “newly elected President” of the Recall Board and has held herself out in that
22 capacity and as leader of the “Save Club Tahoe” group that engineered her election since
23 October 25. *See e.g.*, **Exhibit A** (Selert Dec) at paras. 29 and 30; **Exhibit S** (203-04/205).
24 Plaintiffs accuse Defendants (Opp at 10:27) of misrepresenting that Ms. Fitch’s emails on April
25 2nd and 6th were sent in her capacity as President of the Recall Board, but Plaintiffs’ argument
26

27 ¹ Chief among those reasons is that the Association’s By-Laws specifically preclude the use of proxies to request the
28 Special Meeting required to conduct a recall election. *See Exhibit B* at Art. IV, Sec. 4 (33/205) (“Proxies given in
accordance with Article II hereof shall not be used for the purpose of calling a Special Meeting.”); *see also Exhibit*
H (85/205)(Association independent counsel Kern explaining other defects). By refusing to conduct discovery,
Plaintiffs are avoiding scrutiny of other obvious defects.

misses the point that Fitch’s emails simply do not make clear she is not acting in that capacity. Indeed, by implying “victory” in this litigation (which sought to validate the authority of the Recall Board) fund raising off that “victory” to cover these litigation costs and promising to “schedule a meeting of the membership” to discuss Plaintiffs’ “progress,” she implies precisely the opposite. *See Exhibit S* (204/05)(discussed further, *infra*).

Plaintiffs Garvey and Payton, in addition to initiating and prosecuting this litigation on behalf of Save Club Tahoe and the Recall Board, are actively distributing “Save Club Tahoe” literature soliciting Association members for money to cover the legal fees incurred in this litigation, specifically designating themselves the recipient of those funds. *See id.*

(159/205)(middle back page of flyer); *see also Exhibit R* (163/205); *Exhibit S* (204/205). Plaintiffs’ flyers repeat disputed allegations from their Complaint to malign the Former Board, while encouraging members to support “Save Club Tahoe” i.e., the “Recall Board.” in the upcoming election. *See Exhibit Q* (158-161/205). Plaintiffs, Save Club Tahoe, and the Recall Board’s activities demonstrate a clear unity of interest and coordinated action.

Similarly, Plaintiffs’ counsel does not dispute that he represents Save Club Tahoe, the Recall Board and Plaintiffs, or that he is fully aware of their coordinated activities. During the April 1, 2026 hearing on the parties’ cross motions for preliminary injunctive relief, Plaintiffs did not indicate in any fashion that they do not simultaneously represent the interests of the Save Club Tahoe group and Recall Board. Their Complaint, cross motion for injunctive relief and all evidence in this record clearly indicate they do. *See Exhibit L* (hearing transcript)(106/205) at 12:10 (“... **my clients** ... rightfully won a fair election, and they are being denied the opportunity to serve on the board.”). Plaintiffs are clearly trying to pay both sides of the fence. Indeed, Plaintiffs willingly accepted (and agreed to abide by) this Court’s directive that the Recall Board do “nothing affirmative” to interfere with the Special Master’s efforts to conduct a transparent, fair and rule compliant election. *Id.* at 42:5 (Court: “there’ll be nothing affirmative done by the current board or the recall board.... Anything further? Mr. Haskin: Nothing from the Plaintiffs...”).

Finally, that Plaintiffs, Save Club Tahoe and the Recall Board are indistinguishable is

1 further demonstrated by the evidence attached to Defendants’ Motion, including but not limited
2 to the April 6, 2026 email to Association members from Dina Fitch, President of the Recall
3 Board. *See Exhibit A* (Selert Dec.) at para. 16; *see also Exhibit S* (203-04/205). In that email
4 Fitch solicits contributions for “**our legal fees** that got **us** to this pivotal movement....”
5 (emphasis added). While Fitch now claims she sent that email only as leader of Save Club Tahoe
6 and not as President of the Recall Board, she clearly blurs those distinctions when
7 communicating to Association members, demonstrating again why those groups should be
8 regarded as one and the same. *Id.* Any contention to the contrary should be disregarded
9 considering Plaintiffs refuse to open discovery and defend those assertions.

10 B. Plaintiffs Are Intentionally Violating This Court’s Directives:

11 It was Fitch’s April 6, 2026 email (**Exhibit S**) less than a week after this Court
12 admonished the parties to do “nothing affirmative” to interfere with the Special Master’s ability
13 to conduct of a fair election, that Defendants first became concerned Plaintiffs might be violating
14 that directive. In that email, Recall Board President Fitch appears to be walking back a “prior
15 communication” that she was concerned could be construed as a bribe. *Id.* Fitch appears to imply
16 victory in this litigation, further promising to schedule a “membership meeting” to “discuss
17 recent developments.” *Id.* Defendants raised their concerns to the Special Master that Plaintiffs
18 were violating this Court’s directives. *Id.* (201-02/05). The full scope of Plaintiffs’ misconduct
19 was not clear from the April 6 email, but became quite clear on May 5, 2026, when GRP
20 expressed its own concerns and disclosed the text of Fitch’s underlying email, which was
21 apparently dated April 2, 2026, one day *after* this Court directed the Recall Board to do “nothing
22 affirmative” to interfere with this process. *See Exhibit A* (Selert Dec) at paras. 28 and 29.

23 In that email, Fitch, clearly again takes a victory lap as a basis for soliciting financial
24 contributions to cover the legal fees incurred in this litigation, directing those payments to
25 Plaintiff Garvey. Fitch then *overtly* bribes Association members to increase their monetary
26 support by offering Association owned assets based on the size of their contributions, including
27 “bonus weeks”, a “deeded unit”, and “account statement credits” (a specific reference to the dues
28 and assessment accounts owed to and owned by the Association). *See id.* In their Opposition,

1 Plaintiffs pretend those bribes were made *before* the April 1, 2026 hearing and this Court’s direct
2 admonitions, but the text of Fitch’s email quite clearly indicates otherwise: “*What happened*
3 *yesterday* was a huge step forward in regaining control of Club Tahoe ... *We want to reiterate an*
4 *earlier commitment...*” *Id.* Fitch’s email expressly “reiterates” the Recall Board’s earlier
5 “funding incentives” (bribes) **one day after** this Court admonished them to do “nothing
6 affirmative” to interfere with the fairness or integrity of the election process entrusted to the
7 Special Master. Fitch closed her email by specifically noting “[t]hese incentives are contingent
8 on the Save Club Tahoe group prevailing in the governance matter, unit availability, and
9 achieving a majority position on the newly elected board.” *See id.*

10 In its full context, Fitch’s April 6, email takes on new dimension, as does the warning
11 expressed in that same email string by her co-conspirator, Dusk Bennett, that Fitch was
12 misleading Association members by mischaracterizing what they had previously done instead of
13 “owning their mistake.” *See Exhibit S* at 203/205. Fitch *was* clearly attempting to mislead
14 Association members on April 6 to walk back the Recall Board’s overt bribe of Association
15 members. In their Opposition, Plaintiffs try to reframe those bribes as “voluntary gifts” from
16 concerned association members but utterly fail to explain why any alleged “voluntary gift”
17 would be “contingent” on Save Club Tahoe obtaining a controlling majority on the Association
18 board, something that would be entirely unnecessary unless those “gifts” were Association
19 controlled assets. Further to that point, Plaintiffs leave wholly unexplained how any owner could
20 “voluntarily gift” an “account statement credit” to any other owner for any amount of money
21 when those accounts are directly owned and controlled only by the Association.

22 The clear implication of Fitch’s April 2, 2026 email is that Plaintiffs desperately want
23 board control and were willing to bribe members for money and support with promises of
24 Association owned assets. That Plaintiffs took those actions only one day after this Court
25 specifically directed them to do “nothing affirmative” to interfere with the Special Master’s
26 ability to conduct a full, fair and transparent election demonstrates blatant disregard and lack of
27 respect for this Court and that process. That Plaintiffs disingenuously dismissed Defendants
28 when they first raised these concerns on April 7, 2026 (while unaware of Fitch’s April 2 email)

1 only reinforces that conclusion. *See* Exhibit S (201/205)(Plaintiff’s counsel “I do not see
2 anything wrong with this email.”).

3 That Plaintiffs’ disregard of this Court’s directives was intentional becomes inescapable
4 considering their concerted effort one week later to litigate their contested claims in the media.
5 *See* **Exhibit P** (150/205) (“Hi Gloria, I’m Greg Thomas at the San Francisco Chronicle. I’m
6 reporting on claims by the Save Club Tahoe group against you and the resort’s board…”); *see*
7 *also* Exhibit A (Selert Dec) at paras. 19-20. When Defendants raised concerns that Plaintiffs
8 were again violating this Court’s directives, Plaintiff’s counsel dismissed those concerns out of
9 hand while tacitly acknowledging his awareness and approval. *See id.* (145-149/205)(“...my
10 clients have done nothing wrong and I’ve looked at this from every angle.”).²

11 Plaintiffs then began knocking on doors at Club Tahoe one week later, distributing
12 misleading tri-fold flyers slandering and maligning the Former Board, misleading Association
13 members about this litigation, and actively encouraging members to “Revoke Your Proxy
14 Status” prior to the upcoming election. *See* **Exhibit Q** (158-161/205) (copy of flyer) at 159
15 (revocation request upper middle back page). Importantly, Association By-Laws require every
16 unit owner to provide their written proxies to the Association. *See* **Exhibit B** (by-laws) at Art.
17 III, Sec. 3 (31/205) (“...each Interval Unit Owner .. shall execute a proxy in favor of the
18 President of the Association...”). Those proxies are used to establish a quorum to conduct
19 Association business when that member is not present. *Id.*; *see also* Art. III, Sec. 2 (31-
20 32/205)(“... the presence in person or by proxy of a majority of the Interval Unit Owners ...
21 shall constitute a quorum.”). The Special Master’s recent Amended Initial Report indicates those
22 proxies may be necessary for him to establish the quorum required to conduct a rule compliant
23 election. When Defendants raised concerns that Plaintiffs’ flyer was undermining the fairness
24 and integrity of the election process, Plaintiffs dismissed those concerns as “nonsense.” *See*
25 **Exhibit Q** (156-157/205)(“This is all nonsense...”).

26 Although the Special Master correctly determined he cannot decide whether Plaintiffs’
27

28 ² Notably, Plaintiffs had already dismissed former board members Becker and Ogden at this point and Defendants
had inquired whether Plaintiffs were going to dismiss the remaining Defendants, requesting they open discovery if
not. *See* **Exhibit M** (135/205).

actions violate this Court’s prior directives, he clearly echoes Defendants’ concerns: “... I personally don’t believe the flyer or actions are at all helpful to our joint goal to create a fair and rule complaint election and I don’t think it is appropriate for him to come to Club Tahoe to pass out these flyers ... Frankly, I would like him (and any others who might be similarly motivated) to cease attempting to exert influence in this manner. In fact, I question whether Mr. Payton’s presence on other than his interval week(s) and properly called Board Meetings may constitute a trespass and harassment.” *See id.* (153/205). While Plaintiffs deny seeking control of the board to trigger the “sunset clause” and dissolve the Association (Opp. at 11:10) their activities and refusal to open discovery so Defendants can explore under oath whether that is true indicates otherwise. The Former Board, by contrast, has long been on record as opposing any effort to trigger the “sunset clause” or liquidate the Association.

II. LEGAL ARGUMENT

Plaintiffs’ Opposition is based on a twofold argument: 1) that this Court’s clear verbal directives are not enforceable (Opp. at 12:14); and 2) Plaintiffs have a First Amendment Right to violate those directives. *Id.* at 13:8-12. Plaintiffs overstate their position and this Court can and should act to protect the integrity of these proceedings and effectuate its clear intent.

A. This Court Should Modify Its April 3, 2026 Order To Include The Verbal Directives and Admonitions Plaintiffs Are Intentionally Disregarding:

This court has statutory authority “to enforce order in the proceedings before it” and “[t]o compel obedience to their lawful judgments, orders and processes.” *See* NRS § 1.210(2) and (3). Trial courts also have “inherent authority” to enforce their orders and maintain the dignity and integrity of judicial proceedings.” *See All Minerals Corp. v. Kunkle*, 105 Nev. 835, 837 (1989) (“courts have always had inherent power to maintain and enforce the dignity and decency of their proceedings ... [and] this inherent power goes beyond the power that may be granted by the legislature.”); *Hardcastle v. Hardcastle*, 123 Nev. 245, 261-62 (2007). Plaintiffs do not dispute that this Court verbally directed them and the Recall Board to do “nothing affirmative” to interfere with the Special Master’s interim management of the Association or his ability to conduct a fair, transparent and rule complaint election. Neither do Plaintiffs seriously contend

1 that those verbal directives are unlawful. *See* Sec. B, *infra*. Rather, Plaintiffs argue this Court
2 cannot hold them in contempt for disobeying those directives because they were not reduced to
3 writing. *See* Opp. at 11:15.

4 Plaintiffs' argument is disingenuous, but technically correct. When Defendants first
5 raised these concerns to the Special Master on April 7th both parties agreed to obtain and abide
6 by the written transcript of the April 1, 2026 hearing. Plaintiffs blustered, agreeing to order that
7 transcript immediately, then falsely represented 10 days later they had done so, when they had
8 not. *See e.g. Exhibit S* at 201/205 (Plaintiffs' April 7, 2026 offer to get transcript to prove
9 Plaintiffs were abiding by court's directives); *see also Exhibit P* at 149/205 (defense counsel
10 requesting status of transcript after second violation); at 148/205 (plaintiffs' counsel's April 14th
11 response: "I will check on the status of the transcript today... We did make the request last
12 week") at 147/205 (defense counsel accusing Plaintiffs of violating "the court's recent
13 directives."); *Exhibit Q* at 156/205 ("This is all nonsense... I suggest you file a motion and we
14 can take the is up (sic) with this court."). Defendants were ultimately forced to order that
15 transcript, which demonstrates Plaintiffs knew they were violating this Court's verbal directives,
16 but delaying Defendants' ability to address their misconduct on the merits.

17 While Plaintiffs are technically correct that they cannot presently be held in contempt of
18 this Court's verbal directives until those directives are reduced to writing (*see Div. of Child &*
19 *Family Servs. v. Eighth Judicial Dist. Court*, 120 Nev. 445, 442 (2004)) that does not mean this
20 Court is powerless to protect the integrity of these proceedings and effectuate its previously
21 declared intent. Indeed, Defendants' Motion requests that Plaintiffs be ordered to "show cause"
22 why they are violating this Court's otherwise clear directives. Plaintiffs have now given their
23 answer: they do not have to obey this Court's verbal directives, no matter how clear or lawful,
24 until this Court puts them in writing. In that regard, nothing prevents this Court from
25 immediately amending its April 3rd Order to ensure Plaintiffs "do nothing [else] affirmative" to
26 interfere with or undermine the Special Master's ability to conduct a fair, transparent and rule
27 compliant election. *See* NRCP 60(a) ("The court may correct ... a mistake arising from oversight
28 or omission whenever one is found... on motion or on its own, with or without notice."). To

1 avoid further hair splitting by Plaintiffs and to ensure the integrity and dignity of these
2 proceedings, this Court should amend its April 3, 2026 Order to make the following additional
3 findings and conclusions, each of which is fully supported by this record:

- 4 1) Plaintiffs, the Save Club Tahoe Group and “Recall Board” are acting in concert and
5 with unity of interest and shall hereafter be collectively accountable to all further
6 Orders of this Court in this matter;
- 7 2) The individual Former Board Defendants may amend their Counterclaims to name as
8 counter-defendants any member of the Save Club Tahoe group and “Recall Board”
9 and to assert such further allegations and claims they believe necessary and
10 appropriate to support those counterclaims;
- 11 3) Plaintiffs intentionally violated this Court’s April 1, 2026 verbal directives,
12 establishing good cause for this Court to amend and modify its April 3, 2026 Order
13 and put these directives in writing to protect the integrity and fairness of these
14 proceedings;
- 15 4) Plaintiffs intentionally violated this Court’s verbal directive not to interfere with the
16 integrity, fairness or transparency of the election entrusted to the Special Master by
17 attempting to bribe Association members for money and support in exchange for
18 unauthorized promises of Association owned assets, including promises of “deeded
19 units” and relief from Association owned “account statement credits.” Plaintiffs are
20 directed to cease and desist from any further such solicitations, conduct or activity;
- 21 5) Plaintiffs intentionally violated this Court’s verbal directive not to interfere with the
22 integrity, fairness or transparency of the election entrusted to the Special Master by
23 encouraging Association members to revoke their proxies in advance of that election.
24 Plaintiffs must cease and desist from any further attempt to interfere with that process
25 or to influence the conduct or outcome of the upcoming election, including
26 communicating with Association members except as permitted by the Special Master
27 through the nomination and election procedures recommended by him and approved
28 by this Court;
- 6) Plaintiffs may not make or repeat any allegation or accusation of individual
negligence or misconduct against or involving any Former Board member to any
other member of the Association or the media unless and until Plaintiffs conduct the
early case conference required by NRCP 16.1 and for a period of 90 days after
discovery formally opens;
- 7) The Special Master is instructed to post a copy of the parties’ briefs filed in this
litigation together with this revised Order on the Association website and to notify all
Association members of the availability of that information, together with a copy of
this Order, within seven (7) days after notice of entry thereof.

///

1 B. Plaintiffs Grossly Overstate Their First Amendment Rights:

2 The First Amendment does not create a right to disregard a Court’s lawful directives. To
3 suggest otherwise is absurd. Defendants seek nothing more than Plaintiffs’ good faith
4 compliance with the spirit and letter of those directives and the conduct of a fair, transparent and
5 rule compliant election. Should Plaintiffs later violate any lawful written directive of this Court,
6 the First Amendment will not shield them from contempt sanctions.

7 While Plaintiffs are free to engage in protected First Amendment speech, they are not
8 free from the consequences of unprotected speech. For example, the First Amendment does not
9 provide blanket protection for libel, defamation or slander of the individual Former Board
10 members. Plaintiffs have leveled serious allegations of individual misconduct and liability
11 against the Former Board. While some of those allegations *may* be protected, even if false,
12 within the context of this litigation (*see Circus Circus Hotels v. Witherspoon*, 99 Nev. 56 (1983))
13 those protections do not extend outside of this litigation, including their communications made to
14 Association members or the media before, during or after this action was filed.³ *See Greenberg*
15 *Taurig, LLP v. Frias Holding Co.*, 130 Nev. 627, (2014)(privilege does not shield speaker for
16 defamatory misconduct outside of legal proceeding); *see also Chowdrhy v. NLVH, Inc.*, 109 Nev.
17 478 (1993); *Pope v. Motel 6*, 121 Nev. 307 (2005); NRS § 200.510. Indeed, having invoked the
18 jurisdiction of this Court, Plaintiffs must also abide by all other rules and orders governing this
19 proceeding, including their duty under NRCP 16.1(b)(2)(A) to conduct the early case conference
20 and open discovery so Defendants can employ the tools available to defend themselves. Refusing
21 to comply with that requirement, itself, warrants sanctions up to and including dismissal. *See*
22 NRCP 16.1(e)(1). In that context, Plaintiffs’ “speech” activities do not constitute “good faith
23 communication” in furtherance of any matter of public concern, but an overt attempt to
24 misleadingly “litigate in the media” disputed allegations they are refusing to defend and litigate
25 in Court. *See Opp.* at 18:3.

26 _____
27 ³ Plaintiffs’ assertion that they were merely “responding to media inquiries” rather than initiating those interactions
28 is belied by the record evidence. *See Exhibit A (Selert Dec)* at paras. 19-21; *see also Exhibit P (150/205)*(“I’m Greg
... at the San Francisco Chronicle. I’m reporting on claims by the Save Club Tahoe group against you and the
resort’s board...”).

1 Just as there is no First Amendment right to slander, libel and defame others without
2 consequence, neither is there any First Amendment Right to interfere with the activities and
3 duties of the Special Master, either with regard to his interim management of the Association or
4 his conduct of the Special Meeting and board election, all of which was specifically entrusted to
5 him by this Court. Specifically, Plaintiffs had no First Amendment Right to encourage
6 Association members to revoke their written proxies, which the Special Master may need to
7 establish the quorum necessary to hold that election. Not only does that action directly interfere
8 with the Special Master's ability to establish a quorum, but those proxies are specifically
9 required by the Association's governing documents, which Plaintiffs agreed to when they
10 purchased their Interval Units. Plaintiffs' assertion that their conduct "has not interfered with the
11 Special Master's duties or the upcoming election" (Opp. at 18:16) is a self-serving whitewashing
12 of their actions belied by the Special Master's own articulated concerns in that regard. *See*
13 **Exhibit Q** (153/205).

14 Likewise, the First Amendment does not protect Plaintiffs' attempts to bribe Association
15 members for money through the unauthorized promise of Association owned assets like "deeded
16 interval units" or "account statement credits." Those Association owned assets are controlled and
17 managed by the Special Master. Plaintiffs' argument that the First Amendment protects their
18 "right" to solicit money in exchange for assets they do not own is tantamount to suggesting they
19 have a right to mislead and defraud Association members without consequence. Suggesting those
20 activities do not undermine the integrity, transparency or fairness of the election entrusted to the
21 Special Master is absurd.

22 Even if Plaintiffs' communications in derogation of this Court's clear directives could
23 somehow be deemed "protected" (they cannot) fairness and equity dictate, at minimum, that this
24 Court and the Special Master advise the Association's membership of the nature and scope of
25 Plaintiffs' violations. Moreover, this Court should provide guidance to the individual defendant
26 Former Board members as to whether and how they can respond or communicate to the media and
27 Association membership in their own defense while respecting this Court's orders and the
28 integrity of the election process entrusted to the Special Master.

1 **CONCLUSION**

2 It is clear Plaintiffs have disregarded this Court's prior directives and are playing fast and
3 loose with the facts and the law to achieve an unfair advantage and control of this Association.
4 To protect the integrity and fairness of these proceedings, this Court's prior explicit directives,
5 and the hard work of the Special Master, this Court should exercise its inherent authority to
6 modify its April 3, 2026 Order as indicated herein, including directing the Special Master to
7 inform the Association's membership of that Order and directing the parties that any and all
8 further communications to the Association membership shall be made to and through the Special
9 Master.

10 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding
11 document does not contain the social security number of any person.

12 Dated this 4th day of June, 2026.

13 O'HAGAN MEYER PLLC

14
15 By /s/ Whit Selert

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24 *Pearl*
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of O'HAGAN MEYER, and that on this 4th day of June, 2026, I electronically filed and served the foregoing **DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE #2: WHETHER PLAINTIFFS ARE VIOLATING THIS COURT'S APRIL 1, 2026 ORDERS** with the Clerk of the Court through Case Management/Electronic Filing System as follows:

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