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8 **SECOND JUDICIAL DISTRICT COURT**

9 **WASHOE COUNTY, NEVADA**

10 LAWRENCE GARVEY, an individual; and
11 ROBERT PAYTON, an individual;

12 Plaintiffs,

13 v.

14 CLUB TAHOE RESORT OWNERS
ASSOCIATION, INC., a Nevada nonprofit
15 corporation; KEITH WILSON, an individual;
GLORIA DEALBA, an individual; DONALD
16 WALL, an individual; ROBERT
VERMELTOORT, an individual; CHRISTINA
17 BECKER, an individual; KEITH OGDEN, an
individual; MARC PEARL, an individual; DOES 1
18 through 10 inclusive; and ROE CORPORATIONS
I through X inclusive,

19 Defendants.

Case No.: CV25-02319
Dept.: 9

**PLAINTIFFS' REPLY IN SUPPORT OF
MOTION FOR MODIFICATION OF
ORDER APPOINTING SPECIAL MASTER**

20 COMES NOW Plaintiffs, LAWRENCE GARVEY and ROBERT PAYTON (hereinafter
21 "Plaintiffs"), by and through their counsel, the law office of Gibbs Giden Locher Turner Senet &
22 Wittbrodt LLP, and hereby files their Reply in Support of their Motion for Modification of the Order
23 Appointing Special Master (the "Reply") pursuant to Nevada Rules of Civil Procedure ("NRCP")
24 53(g).

25 ///

26 ///

27 ///

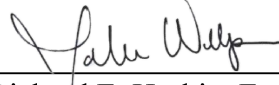
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1 This Reply is made and based upon the pleadings and papers on file in this matter, NRC
2 53(g), the following Memorandum of Points and Authorities, the entire records in this case, any
3 attached exhibits, and upon such argument as the Court may entertain at the hearing on the underlying
4 Reply.

5
6 DATED: May 18, 2026

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

7
8 By: _____


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MEMORANDUM OF POINTS AND AUTHORITIES**I. INTRODUCTION**

Plaintiffs' Motion for Modification filed May 4, 2026 (the "Motion"), seeks to modify the Court's April 3, 2026 Order Appointing Special Master (the "Order") to allocate all Special Master compensation and election-related costs to the Club Tahoe Resort Owners' Association, Inc. (the "Association") as common Association expenses, rather than requiring the individual parties to split such costs equally. As the Order currently stands, the individual Parties subject to the cost allocation are Plaintiffs Garvey and Payton, the Association, Defendant Keith Wilson, Defendant Gloria DeAlba, Defendant Donald Wall, and Defendant Marc Pearl. Plaintiffs believe that the equities *do* support modification, specifically so that all individual parties, namely Garvey, Payton, Wilson, DeAlba, Wall, and Pearl, are not required to fund costs that the Association is obligated to perform in the course of its normal duties and obligations and to which such expenses benefit the entire Association membership. Plaintiffs' Motion was based the objective analysis that the equities favor allocating costs to the Association, not the individual parties to this litigation.

At the April 1, 2026 hearing, both Parties agreed to the appointment of a Special Master to oversee a rule-compliant election and to manage the Association until a new Board was elected. The Court granted this consensual request and appointed E. Alan Tiras, Esq. as Special Master to perform core Association functions: conduct a compliant board election and supervise and manage Association operations until the new board was elected. These are not litigation-specific tasks; they are Association administrative responsibilities that benefit all members of the Association and would ordinarily be funded through the Association's budgeting and assessment mechanisms.

Since entry of the Order, the Special Master's actual activities have confirmed that his role consists primarily of Association wide-governance and operational functions benefiting the entire membership, not merely litigation management between the named parties. The Special Master has communicated directly with all Association owners regarding governance and election matters; coordinated with the Property Manager and Grand Pacific Resorts ("GPR") to maintain operational continuity of the resort; overseen financial and banking matters to ensure payment of Association obligations; addressed maintenance and operational issues affecting the property; supervised

1 preservation of Association assets; established election procedures for the upcoming Association-
2 wide Board election; developed nomination and voting procedures for all owners; and invited
3 Association members to communicate with him regarding operational concerns affecting the resort
4 and Association. These are ordinary Association governance, operational, and election
5 administration functions that benefit all owners collectively and ordinarily would be funded by the
6 Association through common expenses and assessments. The fact that these functions are
7 temporarily being performed through a Court-appointed Special Master rather than through a sitting
8 board does not transform those Association expenses into personal litigation obligations of Plaintiffs
9 Garvey and Payton.

10 Defendants' Opposition fails to address the core legal issues presented by the Motion.
11 Instead, Defendants rely upon procedural objections that lack merit, salacious allegations regarding
12 Plaintiffs' conduct that are unfounded, prejudicial, and irrelevant to the statutory cost allocation
13 analysis presented in the Motion and required by Nevada Rules of Civil Procedure ("NRCP") 53(g),
14 and a critical concession that actually undermines Defendants' position. The Opposition does not
15 meaningfully engage with the three independent and reinforcing grounds that support the Motion:
16 (1) the Court's clear authority to modify cost allocation; (2) the statutory facts that overwhelmingly
17 support allocation to the Association; and (3) the functional distinction between election
18 administration costs (Association responsibilities) and litigation costs, coupled with equity and
19 fairness principles supporting cost allocation through Association funds. Significantly, Defendants
20 concede that ordinary election costs are properly borne by the Association. *See* Opposition at 11:6-
21 10. This concession logically extends to the Special Master's election administration work and
22 management of the Association until a new board is elected. The Special Master is not a private
23 party hired by Plaintiffs; he is a Court-appointed officer installed to perform normal Association
24 functions that the Association must perform in the absence of a board. The costs of performing these
25 functions should be borne by the Association, just as ordinary election costs and management would
26 be.

27 The Opposition largely responds to the underlying allegations and broader governance
28 dispute rather than the narrow issue presently before the Court. Plaintiffs' Motion does not seek

1 adjudication of the merits of the Parties' claims, prevailing party attorney fees, or a determination
2 regarding ultimate litigation fee shifting. Rather, the Motion concerns the interim allocation of
3 ongoing Special Master governance, operational oversight, and election administration expenses
4 being incurred during the Court-ordered Special Master governance process. Defendants repeatedly
5 conflate those distinct issues by arguing the merits of the underlying litigation and potential future
6 fee entitlement, neither of which is presently before the Court. Nevertheless, as Plaintiffs described
7 in their Motion, any pure litigation-related fees and costs, if any, should remain subject to the
8 existing interim allocation between the individual Parties, subject to any later reallocation as deemed
9 proper by the Court. However, the Special Master, as demonstrated by Defendants allegations in the
10 Opposition and improper requests to the Special Master, has continuously declined to intervene in
11 any litigation-related matters, and left that for the Parties to bring before this Court. As such,
12 Defendant's Opposition should be rejected, and Plaintiffs respectfully request that their Motion for
13 Modification be granted pursuant to NRCP 53(g).

14 **II. LEGAL ARGUMENT**

15 The Court possesses clear authority to modify the Special Master Order's cost allocation
16 provisions pursuant to NRCP 53(g). The authority under NRCP 53(g)(3) conferred to the Court to
17 modify a special master's compensation terms is independent of whether a trial on the merits has
18 occurred or a final judgment has been entered as to NRCP 52(b) and 59(e)'s applicability. The
19 Order itself demonstrates the Court's anticipation of modification by providing that the "fees and
20 costs shall initially be shared . . . subject to further order," and that reallocation was possible under
21 the Court's discretion. *See* Order at 6:18-20. Defendants also concede that NRCP 53(g) provides
22 the Court with the authority to determine the Special Master's compensation allocation, and
23 ultimately agree with Plaintiffs that all election-related costs should be borne by the Association.
24 *See* Opposition at 11:6-10. This concession establishes the legal principle supporting Plaintiff's
25 position: election administration and governance costs are Association expenses.

26 Indeed, Defendants acknowledge that ordinary election administration costs are properly
27 borne by the Association. The remaining dispute therefore narrows to whether those same
28 governance and election functions cease to be Association expenses merely because the Court

1 temporarily appointed a Special Master to perform them. Plaintiffs respectfully submit that they do
2 not. Defendants' Opposition notably does not meaningfully contest that election administration and
3 Association governance functions are ordinary Association expense; rather, Defendants primarily
4 attempt to litigate disputed merits issues and potential future fee entitlement questions not presently
5 before the Court. The substantial majority of the Special Master's anticipated work will involve
6 Association-wide operational oversight, election administration, owner communications, vendor
7 coordination, financial oversight, maintenance supervision, and restoration of member governance
8 — all functions benefiting the membership collectively rather than any individual litigant. To the
9 extent the Special Master incurs discrete litigation-specific costs relating solely to party disputes,
10 Plaintiffs acknowledge such limited litigation-related activities may appropriately remain allocated
11 between the parties. However, those litigation-specific activities are likely to represent only a
12 comparatively small portion of the Special Master's overall work relative to the extensive
13 governance and operational responsibilities being performed for the Association as a whole.

14 Here, the statutory factors governing cost allocation overwhelmingly support allocating the
15 Special Master's compensation and election-related costs to the Association. NRCP 53(g)(2)
16 provides that the Court must consider the nature and amount of the controversy, the parties' means,
17 and the extent to which any party is more responsible than other parties for the reference to the
18 Special Master. The nature of the controversy concerns Association-wide governance and election
19 dysfunction affecting all members, not a private damages dispute between individual parties.
20 Plaintiffs, as provided in the Amended Complaint and Preliminary Injunction pleadings, were forced
21 to bring this action due to Defendants' egregious misconduct, violations, and failure to comply with
22 the Governing Documents and Nevada law. The Court has provided the means to resolve that
23 controversy by installing a Special Master to guide the Association through a rule-compliant election
24 and maintain the Association properly during and up until that time. Moreover, the Association
25 possesses the statutory and legal authority to establish budgets and assess common expenses,
26 creating a mechanism to spread the Special Master's costs equitably among all members who benefit
27 from the Special Master's work. The individual parties lack comparable cost-spreading mechanisms
28 and are required to self-fund, and in Plaintiffs' case, seek monetary contributions from fellow

1 members, to afford the Special Master's fees.

2 Finally, regardless of litigation posture, the Special Master's core tasks are Association
3 operation tasks—conducting an election and managing operations—that would otherwise be funded
4 through the Association's normal budgeting and assessment mechanisms. Nevada law and the
5 Association's Governing Documents establish that election administration and Association
6 governance management costs are properly assessable common expenses. The Special Master is
7 performing functions that the Association is obligated to undertake under its Governing Documents
8 and Nevada law. As such, these functions benefit all unit owners and constitute core Association
9 functions that should be equitably split amongst the Association membership. Further, the
10 Association would necessarily have incurred substantial election administration and governance
11 costs regardless of this litigation because annual elections and ongoing operational oversight are
12 mandatory Association functions under the Governing Documents and Nevada law. The
13 appointment of the Special Master altered the mechanism by which those functions are being carried
14 out, but not the underlying nature of the expenses themselves. Plaintiffs are not requesting that the
15 Association fund party-specific litigation strategy, discovery disputes, motion practice, or merits-
16 based attorney fee claims. Plaintiffs seek only allocation of those Special Master expenses
17 associated with Association governance, operational oversight, owner communications, vendor
18 coordination, financial oversight, maintenance supervision, and election administration functions
19 benefiting the entire ownership membership.

20 Defendants' arguments regarding Plaintiffs' conduct, including alleged media
21 communications, flyer distribution, and fundraising efforts, are all irrelevant to the cost allocation
22 analysis, and are prejudicial to Plaintiffs. Defendants seek to rehash claims that were presented and
23 disregarded by the Court in favor of appointment of the Special Master. Moreso, Defendants' claims
24 that Plaintiffs' conduct is in an effort to position the Association for termination is patently false and
25 disingenuous, as Defendants and their counsel know that one of the major concerns and reasons for
26 the litigation itself was to stop the former Board comprised of the individual Defendants and GPR
27 from terminating Club Tahoe. Defendants seek to curb Plaintiffs' First Amendment rights, yet
28 again, and falsely construe Plaintiffs' conduct in a negative light that is not a reflection of Plaintiffs'

1 true and actual conduct. The Court should disregard these prejudicial, false, and irrelevant
2 contentions and focus on the objective considerations under NRCP 53(g)(2).

3 For these reasons and the ones set forth herein, the Court should grant the Motion and
4 allocate the Special Master's compensation and all election and governance costs to the Association
5 as common expenses to be equitably shared amongst the membership.

6 **A. The Court Possesses Clear Authority Under NRCP 53(g)(3) To Modify The Order's**
7 **Special Master Cost Allocation Provisions, and the Factors Under NRCP 53(g)(2)**
8 **Overwhelmingly Support Reallocation**

9 Regardless of the applicability of NRCP 52(b) and 59(e) on the Court's Order appointing the
10 Special Master, NRCP 53(g)(3) provides for modification of the allocation of the Special Master's
11 fees and costs, falling squarely within the continuing authority granted by the procedural rules
12 governing special master in NRCP 53. NRCP 53(g) is not a one-time determination but rather a
13 flexible framework designed to permit adjustment as circumstance warrant. Moreso, the Court's
14 Order explicitly provides for reallocation, stating "Any fees and costs paid by a party may be
15 reallocated by the Court in its discretion" Order at 6:19-20. The reservation provides the
16 ability to adjust the allocation upon subsequent motion or by the Court's own initiative, and
17 demonstrates that the Court did not intend the initial allocation to be final or immutable, but rather to
18 be provisional pending further consideration of the statutory factors outlined in NRCP 53(g)(2) and
19 the circumstances of the matter and parties.

20 Moreover, the three factors listed in NRCP 53(g)(2) all align to shift allocation of the Special
21 Master's fees and costs to the Association. The first factor, nature and amount of the controversy,
22 revolves around the governance of the Association and the Special Master's role overseeing the
23 Association and a board election. The controversy at issue is fundamentally different from a private
24 damages dispute between individual parties; here, the Special Master was appointed to resolve
25 Association-wide governance and election disputes and to manage and maintain the Association
26 until a properly constituted board is elected. This controversy concerns the legitimacy of the
27 governance structures and the Association's ability to function. These matters affect all members of
28 the Association, not merely the litigating parties. Under various supportive Nevada statutes

1 concerning timeshares (NRS 119A.540), nonprofit corporations (NRS 82.131), condominiums
2 (NRS 117.060), and homeowner's associations (NRS 116.021), common-interest communities or the
3 various other community and corporation structures therein provide for requirements that owners
4 pay for a share of maintenance, improvements, and other expenses related to common elements and
5 being a member of such a community. Particularly, governing documents, including the Bylaws and
6 CC&Rs of Club Tahoe, provide for the obligation of owners to pay assessments to the Association
7 which is then used for the maintenance and common expenses the Association maintains and
8 oversees. One of the core functions of the Association is holding an annual election to elect a board
9 of directors to manage and oversee the Association's obligations, of which the expense to hold such
10 election is borne by the Association through membership assessments.

11 The nature of this controversy boils down to a governance dispute, which directly implicates
12 the Association's core operational capacity and ability to fulfill its statutory and Governing
13 Document obligations to all members. The Special Master's appointment addresses this governance
14 issue which affects the entire membership, of which appointment was required due to the actions and
15 needs of *both* parties, not Plaintiffs as Defendants hope to implicate. The Special Master's core
16 functions, as outlined in the Order, are to conduct a compliant election and manage the Association
17 operations until a new board is seated. These duties are quintessentially Association responsibilities
18 that benefit all members. The Special Master is acting as the Association itself, and performing the
19 mandatory functions of the Association as it could not do so through normal governance channels.
20 Therefore, when a court appoints a special master to perform functions that an association would
21 ordinarily perform itself, the resulting costs should be borne by the association as the entity
22 responsible for those functions. The Special Master is not adjudicating Plaintiffs' claims about the
23 validity of the 2025 board election, Defendants' actions, or any of the claims in the Amended
24 Complaint and Injunctive Motion pleadings. Rather, the Special Master is performing election
25 administration and Association management functions that the Association typically performs and is
26 obligated to undertake pursuant to Nevada law and the Governing Documents. There are no
27 litigation tasks allocated to the Special Master, and therefore the nature of the controversy is
28 confined to common Association expenses that must be borne by the Association and not the

1 individual parties.

2 The second factor concerns the parties' means and capacity to spread costs. Here, the
3 Association possesses statutory and practical mechanisms to spread costs among all beneficiaries
4 that the individual parties do not possess. Nevada law provides that the Association has the power to
5 adopt and amend budgets and may collect assessments for common expenses from the members of
6 its community. *See* NRS 119A.540 (timeshares); NRS 82.131 (nonprofit corporations);
7 NRS 117.060 (condominiums); NRS 116.3102 (associations). The Governing Documents support
8 and echo these provisions. *See* Article II, §§ G & J; Article VI; Article XI of the CC&Rs;
9 Article VI, §§ 1(a) & (b); Article VIII, §4 of the Bylaws. The statutory and Governing Document
10 authority to establish budgets and assess common expenses creates a mechanism by which costs can
11 be equitably distributed among all members who benefit from the Special Master's work. The
12 individual parties, by contrast, lack any comparable mechanism to spread costs proportionately
13 among the membership. The Association can incorporate the Special Master's costs into its budget
14 and assessments, ensuring that all members who collectively benefit from the restored governance
15 and election process bear the costs proportionately.

16 The Special Master's own activities further demonstrate that his responsibilities are not based
17 on the management of litigation issues between the parties. The Special Master has communicated
18 with all Association members, coordinated with vendors and management personnel, supervised
19 operational continuity of the resort, addressed maintenance matters, overseen financial operations,
20 and invited owners to communicate with him regarding Association operational issues. These
21 functions are not litigation services uniquely benefiting Plaintiffs. Rather, they are Association
22 operational and governance services being provided for the collective benefit of the entire ownership
23 membership. It would therefore be inequitable to require two individual owners to personally fund
24 operational and governance services being provided to the Association as a whole.

25 The Association's Governing Documents define common expenses to include expenses of
26 administration and expenses determined by the Association to be common expenses and necessary
27 for the execution of duties by the Association. *See* Article II, §§ G & J; Article VI; Article XI of the
28 CC&Rs; Article VI, §§ 1(a) & (b); Article VIII, §4 of the Bylaws. The expenses surrounding

1 conducting an election and the administration of the Association's daily duties are not peripheral
2 activities; they are central to the Association's operation and directly benefit all unit owners by
3 ensuring the Association continues to function properly, maintain the community, and for the lawful
4 and compliant transition of governance. The second factor of NRCP 53(g)(2) weighs in favor of
5 allocating to the Association.

6 As to the third factor, responsibility for reference to the Special Master, while Plaintiffs
7 initiated the litigation, the underlying cause of the Special Master's appointment to oversee the
8 governance and election of a new board of directors was not created by Plaintiffs' litigation posture
9 alone. The Special Master was appointed because the Association had competing governing bodies
10 with allegations against each purported board, in addition to prior misconduct allegations by
11 Defendants, of which combined to paralyze the Association and restricted the ability to conduct a
12 compliant election and manage the operations through normal governance channels. This
13 dysfunction is an Association-wide problem, not a problem created solely by Plaintiffs' decision to
14 litigate. Moreover, regardless of which party initiated the litigation, the Special Master's core tasks
15 are Association operational tasks. The Special Master has stepped into the shoes of the Association
16 itself, with the authority to conduct an election, manage Association operations, and maintain the
17 common elements. These tasks would otherwise be performed by an elected board and funded
18 through the Association's normal budgeting and assessment mechanisms. The fact that litigation
19 was necessary to compel these functions does not transform them from Association responsibilities
20 into private party expenses.

21 Here, the Association itself is a party to this litigation. The Association, through the
22 individual Defendants that constituted the alleged 2025 elected board, sought preliminary injunctive
23 relief to preserve the status quo as the board. The Association is not a passive bystander but an
24 active participant in this litigation alongside the individual Defendants. At the April 1, 2026 hearing,
25 all parties agreed to the appointment of a Special Master. This consensual appointment
26 demonstrates that both parties recognized the need for judicial intervention to address the
27 governance dispute. This agreement on the appointment of the Special Master undermines any
28 argument that Plaintiffs alone are responsible for the reference. Further, the Special Master's

1 appointment serves the interests of all members by restoring the Association's governance capacity
2 and ensuring compliance with election requirements. All members benefit from these outcomes, not
3 merely the litigating parties. Cost allocation should reflect this universal benefit.

4 Finally, Defendants' explicit concession that they do not object to allocating ordinary
5 election costs to the Association is dispositive on a critical point: election administration is an
6 Association function and expense. *See* Opposition at 11:6-10. The Special Master's election work
7 is simply the mechanism by which that function is accomplished in place of the normal procedures
8 overseen by a board. The Association's statutory authority to conduct elections and manage
9 governance is not suspended because litigation was necessary to compel compliance. The Special
10 Master steps into the role that an elected board would otherwise fill. The costs of conducting an
11 election, whether through normal board procedures or through a court-appointed Special Master,
12 remain Association expenses because the election itself is an Association function that benefits all
13 members. Defendants' concession logically extends to the Special Master's election administration
14 work and interim management of the Association. The Special Master is not a private party hired by
15 Plaintiffs; the Special Master is a court officer appointed to perform Association functions that the
16 Association could not perform itself. Plaintiffs explicitly reserved in the Motion that any purely
17 litigation-related costs are allocated appropriately to the individual parties. However, the Special
18 Master's authority under the Order does not extend to litigation tasks; it is explicitly to oversee an
19 election for a new board and to manage and maintain the Association until that election. *See* Order
20 at 4:13-27. As detailed herein, these tasks are common and required Association duties. Therefore,
21 the associated expenses are Association common expenses, not litigation-related work.

22 **B. Defendants' Arguments Regarding Plaintiffs' Conduct Are Irrelevant To The**
23 **Statutory Cost Allocation Analysis**

24 Defendants devote a substantial portion of their Opposition to allegations regarding
25 Plaintiffs' conduct, including allegations previously made in Court pleadings, media inquiries and
26 communications, and communication with Association members regarding fundraising efforts and
27 the ongoing litigation. Plaintiffs will not delve into the disputed allegations Defendants falsely
28 present and which prejudice Plaintiffs. However, Plaintiffs refer the Court to Plaintiffs' Amended

1 Complaint, Plaintiffs’ Opposition to Defendants’ Preliminary Injunction, and Plaintiffs’ Preliminary
2 Injunction and Reply in Support for an extensive rebuttal to the allegations made regarding
3 Plaintiffs’ conduct and 2025 Special Meeting wherein the entire 2025 Board was unanimously
4 recalled and a new Board was installed in compliance with the Governing Documents and Nevada
5 law and despite Defendants’ and their general counsel’s intentional and concerted efforts to prevent
6 the recall and hold unlawful power over the Association.

7 Moreso, Defendants’ allegations that Plaintiffs are conducting a “concerted misinformation
8 campaign” are patently false, prejudicial, and a salacious attempt to cast Plaintiffs in a negative light
9 to incur favor with the Court and Special Master. The actions Defendants complain about are core
10 First Amendment rights that Plaintiffs are afforded: they are allowed to talk with media sources on
11 inquiries into the case, which is public and has garnered interest from the media; they are allowed to
12 discuss the litigation, upcoming election, and concerns with the conduct of the members of the
13 former board with their fellow Association owners; and they are allowed to seek donations and
14 monetary contributions to help fund the litigation expenses required to seek judicial intervention
15 given the harmful and allegedly unlawful action by Defendants and their ignorance of the
16 membership’s will and insistence to hold power over the Association. Plaintiffs’ actions have not
17 interfered with the Special Master’s duties, the upcoming election, and simply are First Amendment
18 rights that Defendants seek to gag.

19 Defendants’ allegations concerning communications with owners are disputed and are not
20 relevant to the narrow issue presently before the Court: whether Association-wide governance,
21 operational oversight, election administration, and related Special Master activities should be treated
22 as common Association expenses under NRCP 53(g). Moreover, these allegations do not address
23 the core legal issues under the statutory cost allocation framework provided in NRCP 53(g). The
24 statutory factors focus on objective considerations, not the conduct of parties that one side dislikes.
25 Defendants’ argument that Plaintiffs’ conduct undermines the integrity of the Special Master process
26 and justifies denying cost modification is a *non sequitur*. The integrity of the election process is a
27 matter for the Special Master to address through election administration procedures and rules, not a
28 basis for denying cost modification relief based on the statutory factors. Moreover, Plaintiffs’

1 conduct may constitute legitimate political activity within the Association. Encouraging members to
2 revoke proxies, distributing information about governance issues, and fundraising to support
3 litigation are activities protected by principles of free speech and association governance.
4 Defendants' characterization of these activities as improper misinformation and bribing is disputed
5 and not established by evidence. Furthermore, Defendants' assertion that Plaintiffs refuse to dismiss
6 the litigation despite admitting there are no monetary damages mischaracterizes Plaintiffs' position.
7 Plaintiffs have a legitimate interest in ensuring that the Association is properly governed and that
8 elections are conducted in compliance with the governing documents. The absence of monetary
9 damages does not negate the importance of governance compliance.

10 NRCP 53(g)'s statutory cost allocation analysis is not a vehicle for punishing parties for their
11 litigation conduct or political and free speech activity. The rule focuses on objective factors: the
12 nature of the controversy, the parties' financial means, and responsibility for the reference. Conduct
13 of the parties is not a relevant factor under the rule. Defendants fail to provide any meaningful
14 argument as to the factors of NRCP 53(g) and fail to address the narrow interim allocation issues
15 presented in the Motion. Defendants largely do not oppose Plaintiff's core request that Association-
16 wide governance and election administration expenses be treated and allocated as common
17 Association expenses. Accordingly, Plaintiffs' Motion should be granted by this Court.

18 **III. CONCLUSION**

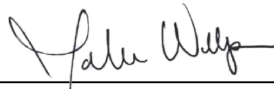
19 The Special Master is presently performing core governance and operational duties, financial
20 oversight, vendor coordination, owner communication, maintenance supervision, and election
21 administration functions on behalf of the Association and for the benefit of the entire membership.
22 Those functions would ordinarily be carried out and funded by the Association itself. Plaintiffs
23 respectfully submit that such common governance, election, and operational expenses incurred by
24 the Special Master should be borne by the Association as ordinary expenses.

25 Based on the foregoing, Plaintiffs respectfully request that this Court enter an order
26 modifying the Order Appointing Special Master and the allocation of the Special Master's
27 compensation. Plaintiffs respectfully request that all compensation and fees incurred in performing
28 the Court-ordered election administration and Association governance functions be allocated to the

1 Association as common Association expenses. Any purely litigation-related fees and costs incurred
2 remain subject to the existing allocation among the individual Parties and subject to any reallocation
3 as deemed appropriate by the Court.
4

5 DATED: May 18, 2026

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

6
7 By: 

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CERTIFICATE OF SERVICE

The undersigned, an employee of the law firm of GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP, hereby certifies that on May 18, 2026, they served a copy of the
foregoing **PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR MODIFICATION OF**
ORDER APPOINTING SPECIAL MASTER by electronic service through the Regional Justice
Center for Washoe County, Nevada's ECF System:



An employee of
Gibbs Giden Locher Turner
Senet & Wittbrodt LLP

GIBBS, GIDEN, LOCHER, TURNER & SENET LLP

1
2 SECOND JUDICIAL DISTRICT COURT
3 COUNTY OF WASHOE, STATE OF NEVADA

4 AFFIRMATION
5 Pursuant to NRS 239B.030 and 603A.040

6 The undersigned does hereby affirm that the preceding document, *(title of document)*
7 PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR MODIFICATION OF ORDER APPOI
8 file in case number: CV25-02319

9
10 (☒ mark one)

11 ☒ Document does not contain the personal information of any person.

12
13 ☐ Document contains the personal information of a person as required by: (☒ mark one)

14 ☐ A specific state or federal law, to wit: *(write the specific state or federal law)*

15 _____
16 ☐ For the administration of a public program

17 ☐ For the administration for a federal or state grant

18 ☐ Confidential Family Court Information Sheet (NRS 125.130, NRS 125.230, and
19 NRS 125B.055)

20
21
22 DATED this (day) 18th day of (month) MAY, 2026.

23
24 Submitted By: (Your signature) _____

25 (Print your name) Madison Wedderspoon, Esq.

26 (Attorney for) Plaintiffs
27
28