

MEMORANDUM

TO: Board of Trustees

FROM: Robert W. Harrison, General Manager
Sergio Rudin, General Counsel

SUBJECT: Review, Discuss and Possibly Approve Engagement Letter Agreement with Thorndal Armstrong, PC

RELATED DISTRICT POLICY, PRACTICES, RESOLUTIONS or ORDINANCES: Policy 3.1.0, Section 0.5(g)
IVGID Policy and Procedure No. 098 - Resolution 495

DATE: March 12, 2025

I. RECOMMENDATION

The Board of Trustees make a motion to approve the engagement with Thorndal Armstrong, PC for defense of litigation filed against the District in *Timothy L. Taggard v. Karen Crocker, Incline Village General Improvement District*, Washoe County Second Judicial District Court Case No. CV25-00452 and Authorize the District General Manager to Approve an Engagement Agreement

II. BACKGROUND

On February 20, 2025, Petitioner Taggart filed an ex parte application and Verified Petition for Alternative Writ of Mandamus/Prohibition (“Petition”) in the Second Judicial District Court. The Petition alleges that the District has wrongfully terminated the inclusion of free meals as part of its 55+ ski clinic program. The District denies all allegations in the Petition. Notably, there is no legal entitlement to free meals as part of the 55+ ski lessons, there are no contractual provisions promising food as part of the lessons, and food was not advertised as part of the lessons. The heavily discounted ski lesson program provides lessons for as low as \$25 per lesson.

On March 4, 2025, Judge Connie Steinhemer issued an order denying the ex parte petition, and directing that the District answer the Petition within 14 days of service on all defendants. District Policy 3.1.0 provides that “[t]he General Manager must obtain Board of Trustees authorization, at a public meeting, to

initiate any lawsuit, appeal any decision or judgement, or retain legal counsel to defend a lawsuit.”

III. FINANCIAL IMPACT AND BUDGET

Work would be billed on a monthly basis at the following hourly rates:

\$225.00 per hour for partners and associates with more than five years of experience,

\$170.00 per hour for associates with less than five years of experience, and \$95.00 per hour for paralegal work.

The Board should direct the General Manager to include a not-to-exceed amount in the engagement agreement with Thorndal Armstrong, PC, in order not to exceed available budgetary resources.

IV. ALTERNATIVES

If the Board does not approve retention of Thorndal Armstrong, PC, the District may need to locate alternative counsel to assist with the District’s legal defense.

V. ATTACHMENTS

1. Engagement Letter

VI. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Approval of the Engagement of Thorndal Armstrong, PC.

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March 6, 2025

via electronic mail only

Sergio Rudin
Best Best & Krieger, LLP
500 Capitol Mall, Suite 2500
Sacramento, CA 95814

Re: *Timothy Taggart v. Incline Village General Improvement District and Karen Crocker*

Dear Sergio:

Please allow this letter to provide my response to your recent request to retain our services in connection with the matter of Timothy Taggart, Petitioner, v. Karen Crocker and IVGID. Pursuant to our telephone discussion on the matter, it is contemplated that our office will assist you and your firm in the defense of IVGID in this case, including with respect to the review of the District's response to Mr. Taggart's writ petition and assistance with the further defense of the case if it proceeds beyond the motion stage.

Our hourly rates for the contemplated work are as follows: \$225.00 per hour for partners and associates with more than five years of experience, \$170.00 per hour for associates with less than five years of experience, and \$95.00 per hour for paralegal work. Our hourly rates will not be increased during this project without your written consent. Costs for routine expenses such as copy costs should be minimal and will be billed separately. Copies will be billed at \$0.10 per page. Travel time will be billed at our normal hourly rate if any is required. There is no charge for mileage. No separate charge shall be made for secretarial or word processing services. This matter will be billed on a

Attorneys also licensed to practice in
Arizona, California, New York, North Carolina and Oregon

monthly basis.

In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts related to this matter nor are we aware of any potential conflicts. Our firm carries errors and omissions insurance \$10,000,000/\$10,000,000. A declaration page containing information about our errors and omissions insurance policy is available upon request.

Thank you for retaining my law firm to assist IVGID with this matter. Should you need any additional information from me, please let me know.

Best regards.

Sincerely,

/s/ Kathy Parks

Katherine F. Parks

KFP/lb

