

DENISE FLORES (BREESE), Owner 2357
In Pro Per
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ELECTRONICALLY
FILED
SUPERIOR COURT OF CALIFORNIA
4/8/2026 11:12 AM
County of Tehama
Kevin Harrigan, Clerk of the Court
By Patience Westphal, Deputy
EFILED

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TEHAMA**

R-WILD HORSE RANCH OWNERS’
ASSOCIATION, a California nonprofit
mutual benefit corporation,

Plaintiff/Cross-Defendant,

vs.

DENISE FLORES (BREESE), Owner #2357,

Defendant/Cross-Complainant.

vs.

R-WILD HORSE RANCH OWNERS’ ASSN.,
a California nonprofit mutual benefit corporation;
BRIAN KEATING, JESSICA MILLER, and
DOES 1-10, inclusive

Cross-Defendants.

) Case No.: 24CI-000010 (consolidated with
) 25CI-000260)
)
) **DEFENDANT DENISE FLORES**
) **(BREESE)’S ANSWER TO COMPLAINT**
) **FOR DECLARATORY RELIEF;**
) **AFFIRMATIVE DEFENSES**

DEMAND FOR JURY TRIAL

DATE:

TIME:

DEPT:

Judge: Hon. Matt McGlynn

Dept: 5

Action Filed: November 3, 2025

Trial Date: Unassigned

Defendant Denise Flores (Breese) (“Defendant”) answers the Complaint for Declaratory Relief filed
by Plaintiff R-Wild Horse Ranch Owners’ Association (“Plaintiff”) as follows:

1 **GENERAL DENIAL**

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3 Pursuant to Code of Civil Procedure §431.30(d), Defendant generally denies each and every
4 allegation contained in the Complaint and denies that Plaintiff has been damaged in any amount or
5 at all.

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7 **SPECIFIC RESPONSES TO COMPLAINT ALLEGATIONS**

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9 Without waiving the foregoing general denial, and by way of specific response to selected
10 allegations:

- 11
- 12 1. Defendant admits that R-Wild Horse Ranch Owners' Association is a California nonprofit
13 mutual benefit corporation with its principal place of business in Tehama County. Defendant
14 denies that the Association manages the property solely as a nonprofit mutual benefit
15 corporation outside the Davis-Stirling framework.
 - 16 2. Defendant admits she is Owner #2357 of an undivided fractional interest in R-Wild Horse
17 Ranch and has been a member since 1993. Defendant denies she is properly named as a
18 representative of other members without her consent.
 - 19 3. Defendant admits R-Wild Horse Ranch is a 14,080-acre recreational property located in
20 Tehama County. Defendant denies the characterization that the property's ownership
21 structure places it outside the Davis-Stirling Common Interest Development Act.
 - 22 4. Defendant admits the Second Amended CC&Rs were recorded on May 15, 1985, prior to
23 the effective date of the Davis-Stirling Act. Defendant affirmatively alleges that the CC&Rs
24 expressly reference Civil Code §1365, a Davis-Stirling assessment collection provision, and
25 that the Association has operated as a Davis-Stirling common interest development for more
26 than forty years since the Act's enactment.
 - 27 5. Defendant denies that R-Wild Horse Ranch does not constitute a common interest
28 development as defined in Civil Code §4100. Defendant affirmatively alleges that the
property qualifies as a common interest development based on its forty-year history of
Davis-Stirling compliance, DRE public report representations, the Association's prior

- 1 admissions in Case No. 24CI-000751, and the structural characteristics of the ownership
2 interests which include appurtenant rights to common facilities.
- 3 6. Defendant admits she filed Case No. 24CI-000010 and Case No. 25SC-000146. Defendant
4 denies those filings were improper or constitute a basis for the relief sought in this
5 Complaint. Defendant affirmatively alleges that those filings constitute protected petitioning
6 activity under Code of Civil Procedure §425.16 and the California and United States
7 Constitutions.
- 8 7. Defendant admits the small claims action Case No. 25SC-000146 was withdrawn.
9 Defendant affirmatively alleges the withdrawal was made after Plaintiff filed this action
10 linking unrelated cases in a manner designed to chill Defendant's exercise of her legal
11 rights.
- 12 8. Defendant denies that an injunction barring future legal actions is appropriate, lawful, or
13 constitutional. Such relief would impermissibly infringe Defendant's right to petition the
14 courts.
- 15 9. Defendant is without sufficient knowledge or information to admit or deny the remaining
16 allegations of the Complaint and on that basis denies them.

17 **AFFIRMATIVE DEFENSES**

18
19 As separate and distinct affirmative defenses to the Complaint and each cause of action therein,
20 Defendant alleges as follows:

21
22
23 **1. Judicial Estoppel**

24 Plaintiff is judicially estopped from denying that R-Wild Horse Ranch is subject to the Davis-
25 Stirling Common Interest Development Act. Plaintiff admitted Davis-Stirling applicability in its
26 verified Answer in Case No. 24CI-000751. Plaintiff's counsel at McCarthy & Rubright invoked
27 Davis-Stirling rules to obtain a temporary quorum reduction order from this Court in November
28 2024. Plaintiff's Election Chair issued a Pre-Ballot Notice on June 12, 2024 expressly invoking

1 Civil Code §5115(b) and directing members to davis-stirling.com for election rules. Plaintiff
2 cannot take inconsistent positions for strategic advantage.

3 **2. Equitable Estoppel**

4 Plaintiff is equitably estopped from denying Davis-Stirling applicability. For more than forty
5 years Plaintiff operated as a common interest development, filed DRE public reports
6 representing Davis-Stirling applicability, sold ownership interests under those public reports,
7 and conducted approximately 138 small claims collection actions invoking Davis-Stirling
8 authority. Defendant and all 2,890 owners reasonably relied on that consistent conduct. Plaintiff
9 cannot now disclaim that status to Defendant's and owners' detriment.

10 **3. Waiver**

11 Plaintiff has waived any right to deny Davis-Stirling applicability through its continuous,
12 affirmative, and voluntary conduct operating as a common interest development for more than
13 forty years, including but not limited to filing DRE public reports, conducting elections under
14 Davis-Stirling procedures, filing collection actions under Davis-Stirling authority, and invoking
15 Davis-Stirling provisions in prior court proceedings.

16 **4. Unclean Hands**

17 Plaintiff comes to this Court with unclean hands. Plaintiff filed this action in direct retaliation
18 for Defendant's protected petitioning activity in Cases 24CI-000010 and 25SC-000146. Plaintiff
19 simultaneously used Davis-Stirling rules to obtain court relief while filing this action to disclaim
20 those same rules. Plaintiff expended substantial member assessment funds on retaliatory
21 litigation without member approval. Plaintiff executed a 25-year lease encumbering the entire
22 improved Common Area without the required membership vote. Equity does not permit Plaintiff
23 to benefit from its own wrongdoing.

24 **5. Mootness**

25 The controversy alleged in the Complaint is moot in whole or in part. Defendant withdrew her
26 small claims action Case No. 25SC-000146, which Plaintiff identified as the primary basis for
27 the alleged controversy regarding Civil Code §5145. Without that pending action the stated
necessity for declaratory relief is substantially diminished.

28 **6. Lack of Justiciable Controversy as to Certain Issues**

1 To the extent Plaintiff seeks declarations beyond the threshold Davis-Stirling applicability
2 question, no actual, present, and concrete controversy exists sufficient to support declaratory
3 relief under Code of Civil Procedure §1060.

4 **7. Retaliatory Action — CCP §425.16**

5 This action arises from Defendant’s protected petitioning activity including her filing of Case
6 No. 24CI-000010, her election challenges, and her small claims action. Plaintiff cannot
7 demonstrate a probability of prevailing on its claims given forty years of Davis-Stirling conduct,
8 the admissions in Case No. 24CI-000751, and the DRE public report history. Defendant
9 reserves all rights under Code of Civil Procedure §425.16 including the right to seek fees and
10 costs as the prevailing party.

11 **8. Improper Service of Process**

12 Plaintiff failed to properly serve Defendant with the complete complaint package as required by
13 Code of Civil Procedure §415.10 et seq. Plaintiff served only one of four required documents at
14 a small claims hearing in an unrelated matter on November 7, 2025. Subsequent mailing
15 attempts were defective, including a December 2025 mailing misaddressed to “City Bluff, CA”
16 — a city that does not exist — documented in photographic evidence provided to Plaintiff’s
17 counsel at his own request, and a certified mailing returned to sender on January 18, 2026.
18 Defendant’s response deadlines run from the date of her first proper court appearance on
January 27, 2026.

19 **9. Failure to Meet and Confer in Good Faith**

20 Plaintiff failed to meet and confer in good faith prior to filing this action as required by
21 applicable California Rules of Court. Defendant offered in writing on June 13, 2024 to
22 collaborate on a bylaw revision that would have resolved the Davis-Stirling applicability
23 question, the quorum requirements, and the election procedures at a fraction of the cost of
24 litigation. Plaintiff declined without substantive response.

25 **10. Injunction Relief Barred by Lack of Irreparable Harm**

26 Plaintiff is not entitled to the preliminary or permanent injunction sought in the Complaint.
27 Plaintiff cannot demonstrate irreparable harm from Defendant’s continued assertion that Davis-
28 Stirling applies, as Plaintiff has an adequate remedy at law through the declaratory relief it

1 seeks. The requested injunction would impermissibly chill Defendant's constitutionally
2 protected right to petition the courts.

3 **11. First Amendment — Right to Petition**

4 The Complaint seeks to enjoin Defendant from filing further legal actions premised on Davis-
5 Stirling applicability. Such an injunction would violate Defendant's right to petition the courts
6 under the First Amendment to the United States Constitution and Article I, Section 3 of the
7 California Constitution. No court may enjoin a party from filing future lawsuits based on their
8 legal position in pending litigation.

9 **12. Davis-Stirling Applies as a Matter of Law**

10 R-Wild Horse Ranch is a common interest development subject to the Davis-Stirling Common
11 Interest Development Act as a matter of law. The property's history of separate deeded interests
12 dates to 1969 and 1973 as reflected in recorded governing documents and maps on file with
13 Tehama County. The 1985 Second Amended CC&Rs reference Civil Code §1365, a Davis-
14 Stirling provision. DRE public reports have treated the property as a common interest
15 development continuously since 1985 under Business & Professions Code §11018.5. Forty
16 years of institutional, regulatory, and transactional conduct confirm Davis-Stirling applicability
17 that cannot be unilaterally disclaimed. As recently as July 18, 2023, the Association's own
18 counsel Steven McCarthy confirmed in writing to the entire Board of Directors and Association
19 manager that the Davis-Stirling Act and specifically Civil Code §§5105(g) and (h) supersede the
20 Association's project documents, govern the Association's elections and member voting rights,
21 and that ballots must be sent to all members regardless of dues status. Every then-current
22 director and the Association's manager received that written confirmation before the February
23 23, 2025 abandonment email was issued.

24 **13. Reservation of Additional Defenses**

25 Defendant presently has insufficient knowledge or information on which to form a belief as to
26 whether additional affirmative defenses may be applicable. Defendant reserves the right to
27 assert additional affirmative defenses as discovery and investigation proceed.

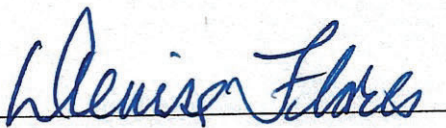
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3 **PRAYER FOR RELIEF**

4 WHEREFORE, Defendant prays for judgment as follows:

- 5 1. That Plaintiff take nothing by way of its Complaint;
- 6 2. That the Court declare R-Wild Horse Ranch is a common interest development subject to
- 7 the Davis-Stirling Common Interest Development Act;
- 8 3. That the Court deny Plaintiff's request for injunctive relief barring Defendant from filing
- 9 future legal actions;
- 10 4. That the Court award Defendant her reasonable attorney fees and costs pursuant to Code of
- 11 Civil Procedure §425.16(c) and Civil Code §5975;
- 12 5. For such other and further relief as the Court deems just and proper.
- 13
- 14

15 DATED: April 6, 2026

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17

18 Denise Flores (Breese)

19 Defendant, In Pro Per

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22 **VERIFICATION**

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24 I, Denise Flores (Breese), am the Defendant in this action. I have read the foregoing Answer and

25 know the contents thereof. The same is true of my own knowledge, except as to those matters which

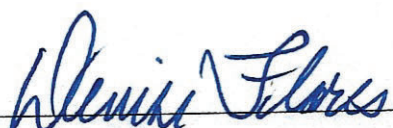
26 are therein alleged on information and belief, and as to those matters, I believe it to be true.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
2 and correct.

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4 Executed on April 6, 2026, at Red Bluff, California.

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7 Denise Flores (Breese)
8 Defendant, In Pro Per
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