

DENISE FLORES (BREESE), Owner 2357
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**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, MARY
HALBASCH; DESI CALZADA and DOES 1-10,
inclusive

Cross-Defendants.

) Case No 24CI-000010 (Consol w 25CI-000260)

) **SECOND AMENDED CROSSCOMPLAINT**
) **OF DENISE FLORES (BREESE) FOR:**

-) 1. Declaratory Relief;
) 2. Unlawful Unilateral Abandonment of
) Governance Framework (Ultra Vires);
) 3. Breach of Fiduciary Duty;
) 4. Aiding and Abetting Breach of Fiduciary
) Duty;
) 5. Falsification and Backdating of
) Corporate Records;
) 6. Obstruction of Member and Director
) Records Rights;
) 7. Violation of the Open Meeting Act and
) of the Bylaws' Open-Meeting
) Architecture;
) 8. Invalid Postponement of the 2026
) Election;
) 9. Administration of Elections Without
) Lawful Safeguards;
) 10. Wrongful Candidate Disqualification and
) Interference with Candidacy;
) 11. Tortious Interference with Election
) Rights;
) 12. Improper Alteration of Official State
) Records During Litigation

1 **DEMAND FOR JURY TRIAL**

2 DATE:

3 TIME:

4 DEPT:

5 Judge: Hon. Matt McGlynn

6 Dept: 5

7 Action Filed: November 3, 2025

8 Original Cross-Complaint: April 8, 2026

9 First Amended Cross-Comp: May 13, 2026

10 Trial Date: Unassigned

11 **PRELIMINARY STATEMENT**

12 Cross-Complainant files this Second Amended Cross-Complaint pursuant to the Stipulation and
13 Order entered August 3, 2026, and Code of Civil Procedure sections 428.10(b) and 428.50. This
14 pleading supersedes and restates the First Amended Cross-Complaint filed May 13, 2026 in its
15 entirety, adds Cross-Defendant Desi Calzada, and is verified pursuant to Code of Civil Procedure
16 section 446.

17 **INTRODUCTION**

18 R-Wild Horse Ranch is 14,080.7 acres of ranch land in western Tehama County. Following the
19 subdivision maps of 1969 and 1973, ownership has been divided into 2,890 undivided fractional
20 interests. Each owner holds a recorded deed to one undivided 1/2890 interest, a membership in the
21 R-Wild Horse Ranch Owners' Association that passes with the deed, and the obligation to pay
22 assessments that fund the ranch.

23 The California Department of Real Estate has issued and renewed public reports for this property
24 continuously since February 27, 1973 (File No. 010274SA). In May 1985 — the year the
25 Legislature enacted the Davis-Stirling Common Interest Development Act — the developer
26 recorded the operative Declaration and Bylaws, filed amended Articles of Incorporation declaring
27 the corporation "intended to qualify as a homeowners association" under section 528 of the Internal
28 Revenue Code, and the DRE's public report classified the property in capital letters: "THIS IS A
COMMON INTEREST SUBDIVISION OF THE TYPE REFERRED TO AS AN UNDIVIDED

1 INTEREST SUBDIVISION." That classification was made under the statute as the Legislature
2 wrote it that year, and it was maintained in the renewals that followed for four decades.

3 The Association operated accordingly. Its Bylaws required — and it distributed — an annual
4 "proforma operating statement (budget)" with reserve disclosures. It maintained the reserve fund its
5 governing documents mandate. It adopted a collection policy that names the Davis-Stirling Act,
6 recites the statutory foreclosure warning in fourteen-point type, and was mailed to all owners
7 annually. It collected delinquent assessments through the lien-and-sale machinery of Civil Code
8 sections 2924, 2924b, and 2924c, written into its own CC&Rs, and through small-claims actions in
9 this courthouse — at least 138 in the years whose records remain readily retrievable, in a practice
10 that began by approximately 2008 — invoking the Davis-Stirling Act by name. It filed sworn
11 statements with the California Secretary of State declaring itself a common interest development
12 association. It elected, year after year, to be taxed as a homeowners association under section 528 of
13 the Internal Revenue Code.

14 On September 19, 2002, 338 interests were transferred back from the developer, and the common-
15 interest page disappeared from the public report covering them. All preceding reports covering the
16 remaining 2,552 interests were unchanged. The altered report was not published to the membership;
17 the change came to light in 2006, when Cross-Complainant opened the Association's public-report
18 application file in the Association office. She then obtained, at her own initiative and expense, two
19 attorney opinions — the Association later reimbursed her. The first, dated June 29, 2006, was
20 captioned "RE: R-Wildhorse Ranch Owners Association is a CID." The second, dated July 10,
21 2006, concluded: "All these documents support my conclusion that R-Wild Horse Ranch is a
22 common interest development." On October 21, 2006, the Board voted — the minutes record
23 "Motion passed" — to correct the deletion by restating the CID status of the 338 shares "to be the
24 same as all other shares sold before," with authorization to make the restoration through the DRE.
25 In December 2006, Cross-Complainant — then Secretary of the Board — wrote the Department's
26 Managing Deputy Commissioner of Subdivisions, transmitting the Board's conclusion "that we are
27 in fact a CID in our entirety." On February 5, 2007, the Association's counsel wrote the same
28 Managing Deputy Commissioner of Subdivisions, identified eight independent grounds establishing
that the property is a common interest development with separate-interest status, and stated that the
Davis-Stirling designation "is a substantial benefit to each and every owner." The DRE authorized
the corrective reapplication without charge and restored the page.

1 The Board had already resolved, unanimously, on December 14, 2002: "It is the intent of the Board
2 of Directors to comply with the provisions of governing documents, California Corporate Code, and
3 California Civil Code." In 2008 the Board's records stated that "adherence to Davis-Stirling is
4 tantamount to our success as an association."

5 In November 2024, the Association petitioned this Court under the Davis-Stirling Act — and no
6 other authority — to reduce the quorum for its failed 2024 election (Case No. 24CI-000751). The
7 order issued in December 2024. Ballots were opened in January 2025. On December 18, 2024, the
8 Association's then-President wrote to all directors, including Brian Keating: "our CCR's state that
9 we are a CID and we follow davis sterling rules as they relate to our property to ensure there is a set
10 of rules to abide by."

11 The directors seated under that Davis-Stirling order elected officers on February 22, 2025. The
12 minutes of that meeting record, at item 16.2, an announcement: "the association will no longer
13 operate under Davis-Stirling law and will instead follow its CC&Rs and California Corporate Code
14 sections 7110-8910." The same minutes record every other action taken that day with a motion, a
15 second, and a vote. Item 16.2 records none. No member vote was noticed, proposed, or taken —
16 although the CC&Rs (§12) and Bylaws (Article XII) reserve amendments to the members, and the
17 CC&Rs make their own amendment provision "[s]ubject to the compliance with the Real Estate
18 Law of the State of California." Such notice as the membership received came the next day, by an
19 email sent through the Association's voluntary mailing list.

20 Nine weeks separated the December 18 email from the February 22 announcement. In that interval
21 the Association engaged new counsel; the attorney who had just won its quorum order ceased
22 representing it. The February 22 minutes record the new firm's qualification in the Association's
23 own words: it "has represented R-Ranch Hornbrook for 15 years, assisting them in transitioning
24 away from an HOA structure."

25 The paper trail then reversed itself. On May 2, 2025, a sworn filing at the Secretary of State
26 declared the Association a Davis-Stirling common interest development and designated the
27 Association's new litigation counsel as its agent for service of process. On June 26, 2025, that
28 counsel declared in open court that the Ranch is not a CID. Nineteen days later, on July 15, 2025, a
"correction" filing citing a "data entry error" stripped the CID classification — reaching back to a

1 2021 filing signed by the Association's then-ranch manager, not to the 2025 filing made ten weeks
2 earlier. On July 23, 2025, a new statement was filed with no CID declaration. Five filings, two
3 signers, three form types.

4 The Association published its 2026 election schedule: candidate statements due June 12, ballots
5 mailed in July, election day August 15. On May 28, 2026, by an "emergency" action without
6 meeting whose own minutes state its purpose — "to discuss the current elections and how to
7 proceed with the current lawsuit," with the Association's litigation counsel present — the Board
8 moved the election. On June 8, 2026, the members were told the election would be held September
9 26. The May 28 minutes were not signed at any meeting. They bear the legend "Date Approved: 6-
10 20-26." Neither June 20 agenda — open session or executive — lists the May 28 minutes. On July
11 1, 2026, the Association's general manager wrote: "Those didn't get signed at the last meeting by
12 accident, but we do have a draft which is the same thing just not signed. I will make sure the draft
13 minutes get posted today." Civil Code section 4950 had entitled the members to those minutes by
14 June 27. On July 25, 2026, the Board approved June 20 minutes that recite approval of the May 28
15 minutes — an item that appears on neither June 20 agenda. And on information and belief, the
16 election timing was discussed among directors at least once more, in approximately early June
2026, at a gathering for which no notice, no agenda, and no minutes exist at all.

17 The Association's motion for summary adjudication in this action was announced on March 27,
18 2026, and served on June 30, 2026, noticing a hearing for September 22 — four days before the
19 rescheduled election. The next day, without explanation, the hearing was re-noticed for September
20 29. Under the Bylaws' 96-hour notice requirement (Art. VI §8), the earliest a newly elected board
21 could lawfully convene is September 30.

22 Director Ray Balcioni died on or about June 23, 2026. On July 24, 2026, Cross-Complainant wrote
23 the Board asking that his seat be left to the members at the September election — declining it even
24 for herself, though she was the previous election's runner-up by a single vote. At the next day's
25 meeting, a motion to appoint a successor was made without notice; it failed two votes to two. No
26 agenda or minutes of the Association disclose the appointment of an inspector of elections for the
27 September 26, 2026 election. On August 10, 2026 — six weeks after the Association declined
28 Cross-Complainant's proposed stipulation that an inspector be appointed by board resolution — an
election notice directed owners, for the first time, to contact "Business Connections" for ballot

1 assistance, disclosing neither any appointment nor its terms, and stating, without explanation of its
2 source or method, that "at least 230 valid ballots" would be required for a valid election. The notice
3 did not state how many seats are to be filled — although under the Bylaws (Art. VI §5) the vacant
4 seat joins the three expiring seats on the ballot, four in all.

5 The record of attempted resolution is set out in the body of this pleading. Five entries frame it. In
6 2019, Cross-Complainant withdrew her own board candidacy when asked. On July 30, 2025, she
7 wrote every director appealing for cooperation in place of litigation; the Association's President
8 refused in writing the next morning — within eight hours, an interval in which no board meeting
9 could lawfully be noticed under the Bylaws' 96-hour rule — asserting as the reason two law firms'
10 recommendations that the Association "does not communicate" with her. Internal dispute resolution
11 is a duty the Civil Code (sections 5900–5915) and the Association's own governing documents
12 place on the Association; it is not a position counsel's advice can waive. On November 6, 2025 —
13 seventy-two hours after the Association sued her — she wrote the Board offering to work together,
14 to amend her own pleading, and to help fix the quorum problem. On February 11, 2026, she
15 extended a written invitation to internal dispute resolution with a collaborative bylaw-revision
16 timeline; the Association's counsel answered the next day that the governing documents contain no
17 IDR provision. On April 18, 2026, at internal dispute resolution, she delivered a complete solution
18 package: a board resolution, a special-meeting notice, four bylaw amendment options, a sample
19 ballot, and a resolution directing an inspector of elections. The Association's representatives
20 answered that the Association is in litigation.

21 Cross-Defendant R-Wild Horse Ranch Owners' Association is the corporation through which these
22 acts were taken. Cross-Defendant Brian Keating is its President, seated by the officers' vote of
23 February 22, 2025. Cross-Defendant Jessica Miller is its Secretary, the officer responsible under the
24 Bylaws for the minutes described above. Cross-Defendant Mary Halbasch was a director of the
25 Association until September 2025 and its Treasurer from February to September 2025; she voted
26 with the then-majority in the actions of her tenure described below. Cross-Defendant Desi Calzada
27 is the Association's employed general manager; he is named on three narrow, documentary grounds
28 set out below — the execution and posting of falsified meeting records, the obstruction of records
and of a director's investigation, and knowing assistance of the directors' breaches — for injuries to
Cross-Complainant's own records rights, litigation position, and candidacy.

1 Each act challenged in this pleading fails under the Davis-Stirling Act. Each fails equally under the
2 Corporations Code and the governing documents the Board claims to prefer. That is the through-
3 line of this cross-complaint: there is no legal framework — not the one the cross-defendants
4 renounced, and not the one they claim to have chosen — under which these acts are valid.

5 GENERAL ALLEGATIONS

6 SECTION A — JURISDICTION, VENUE, AND PARTIES

- 7
8 1. This Court has unlimited jurisdiction. Cross-Complainant seeks equitable and declaratory
9 relief, statutory remedies and civil penalties, and damages and surcharge exceeding \$35,000.
10 Venue is proper in Tehama County: the real property at issue is located in Tehama County,
11 and the acts alleged occurred here.
- 12 2. Cross-Complainant Denise Flores (Breese) is Owner #2357, holder of an undivided 1/2890
13 fractional interest in R-Wild Horse Ranch as tenant in common. She held designated-user
14 status from approximately 1993 while her interest cleared Canadian probate, and has been a
15 recorded owner since October 24, 1995. She served the Association as an elected Director
16 and as its Secretary from August 2006 through August 2010. She sought candidacy in the
17 Association's 2024 election and was excluded from the printed ballot as alleged below; she
18 was a candidate in the Association's 2025 election, which she lost by one vote; and she is a
19 candidate in its 2026 election cycle.
- 20 3. Cross-Defendant R-Wild Horse Ranch Owners' Association is a California nonprofit mutual
21 benefit corporation, Secretary of State Entity No. 0576599, charged by the recorded
22 Declaration with the administration, operation, and maintenance of R-Wild Horse Ranch and
23 its 2,890 undivided interests.
- 24 4. Cross-Defendant Brian Keating is an individual and a Director of the Association. He was
25 appointed to the Board on December 16, 2023, and has served as President since the officers'
26 vote of February 22, 2025.
- 27 5. Cross-Defendant Jessica Miller is an individual and a Director of the Association. She was
28 appointed to the Board on August 19, 2023, was among the three candidates receiving the
highest vote totals when the 2024 election ballots were opened in January 2025, and has
served as Secretary since February 22, 2025. As Secretary she is the officer responsible

- 1 under Bylaws Article VII, Section 6 for keeping the book of minutes of all meetings of
2 directors and members.
- 3 6. Cross-Defendant Mary Halbasch is an individual. She served as a Director of the
4 Association continuously from a date no later than December 16, 2017 — when the
5 Association's minutes record her delivering both the Treasurer's report and the executive-
6 session announcements — until September 2025, when the results of the August 30, 2025
7 election were announced, and served as the Association's Treasurer from February 22, 2025
8 until September 2025. As Treasurer she was the officer responsible under Bylaws Article
9 VII, Section 7 for the Association's accounting records.
- 10 7. Cross-Defendant Desi Calzada is an individual employed by the Association as its Ranch
11 Manager and general manager at all times relevant to the events of 2025 and 2026. He is not
12 and has never been a director. He is named in this pleading solely on the documentary
13 grounds alleged in the Fourth, Fifth, and Sixth Causes of Action, for direct injuries to Cross-
14 Complainant's records rights, litigation position, and candidacy.
- 15 8. Cross-Defendants DOES 1 through 10 are persons or entities whose true names and
16 capacities are unknown to Cross-Complainant, who will amend when ascertained.
- 17 9. Whenever this pleading alleges an act of the Association, the allegation includes acts taken
18 through its Board of Directors, its officers, or its authorized employees and agents acting
19 within the scope of that authority. Each individual Cross-Defendant is alleged to be
20 responsible only for his or her own conduct as specifically alleged below.

21 SECTION B — THE GOVERNING FRAMEWORK AND THE FIFTY-YEAR RECORD

- 22 10. R-Wild Horse Ranch comprises approximately 14,080.7 acres in western Tehama County,
23 created as a subdivision by the Wild Horse Mesa map recorded July 29, 1969 (Book P of
24 Maps, Pages 118–126) and governed through successor recorded instruments, including the
25 1973 Amendment of Declaration (Book 614, Page 254, recorded February 13, 1973) and the
26 Second Amendment of Declaration of Covenants, Conditions and Restrictions recorded in
27 1985 (Book 1023, Page 498). The 1985 Second Amended Declaration and the 1985 Bylaws
28 are the operative governing documents; the rights and restrictions established by the
recorded chain run with the land.
11. The California Department of Real Estate has regulated the property continuously under
Subdivision Public Report File No. 010274SA, whose origin date appears on its face as

1 February 27, 1973. The May 24, 1985 public report — issued the year the Legislature
2 enacted the Davis-Stirling Common Interest Development Act — contained the DRE's
3 common-interest subdivision classification page, stating: "THIS IS A COMMON
4 INTEREST SUBDIVISION OF THE TYPE REFERRED TO AS AN UNDIVIDED
5 INTEREST SUBDIVISION. THE LAND COMPRISING THE PROJECT WILL BE
6 OWNED IN COMMON BY EACH PURCHASER INCLUDING THE FACILITIES
7 LOCATED THEREON. THE COMMON FACILITIES WILL BE OPERATED BY AN
8 INCORPORATED OWNERS' ASSOCIATION." That classification was applied under the
statutory definitions as enacted, and was maintained in the renewals that followed.

9 12. The 1985 governing documents replicate the statutory scheme of the Davis-Stirling Act
10 provision for provision: an assessment-lien enforceable by power of sale under Civil Code
11 sections 2924, 2924b, and 2924c, subordinate to a bona fide first deed of trust (CC&Rs ¶7);
12 the exclusion of monetary penalties from any lien with power of sale (CC&Rs ¶7), mirroring
13 the consumer protection now codified at Civil Code section 5725(b); a 20% cap on regular-
14 assessment increases and 5% cap on special assessments absent a vote of a majority of
15 owners other than the developer (CC&Rs ¶3); a mandatory reserve fund (CC&Rs ¶2(c)); an
16 annual "proforma operating statement (budget)" with reserve-life and funding-method
17 disclosures, distributed not less than forty-five days before each fiscal year (Bylaws Art. VI
18 §1(f)); mandated errors-and-omissions insurance for officers and directors (CC&Rs ¶2(h));
the announcement of executive-session business in open session (Bylaws Art. VI §10); and
member and director records-inspection rights (Bylaws Art. XI §2).

19 13. The Association operated under that framework, in public and on paper, for four decades:
20 (a) Annual proforma budgets and reserve disclosures were distributed to the membership;
21 the Treasurer's September 2006 report showed a reserve fund of \$578,000, and the
22 Association commissioned and received a formal Davis-Stirling reserve study as recently as
23 November 2024. (b) The Association adopted, and mailed to all owners annually, a
24 Collection Policy that names the Davis-Stirling Common Interest Development Act, uses the
25 statutory term "separate interest" throughout, recites the statutory nonjudicial-foreclosure
26 warning in fourteen-point type, and attaches the notice prescribed by former Civil Code
27 section 1365.1 verbatim. (c) In 2006 the Association executed a trustee agreement whose
28 granting clause designates the trustee "as provided for in California Civil Code Section
1367.1 and pursuant to... Section 2924," and distributed to owners the statutory collection-

1 rights disclosures for common interest developments, citing former Civil Code sections
2 1366, 1366.3, and 1367.1. (d) The Association enforced assessments in this courthouse in
3 approximately 138 small-claims actions invoking the Davis-Stirling Act by name, including
4 R-Wild Horse Ranch Owners' Association v. Trumball, No. 19SC-000188 (filed September
5 19, 2019): "Association dues set by the Board of Directors annually and apply to all owners
6 per the CC&Rs and Davis-Stirling Act." On information and belief, the complete historical
7 count is substantially higher: during Cross-Complainant's 2006–2010 board tenure, the
8 minutes recorded recurring lists of small-claims referrals and of collection actions by the
9 Association's successive collection trustees, and the pre-digital records of this Court are
10 maintained in an inactive archive. (e) The Association filed sworn statements with the
11 California Secretary of State identifying itself as a common interest development association
12 under the Davis-Stirling Act, including a Statement of Information (SI-CID) signed May 21,
13 2021 by then-Ranch Manager Frank Clifton, a common-interest-development statement
14 filed August 22, 2023, and a combined filing of May 2, 2025 declaring that "[t]he
15 Association is formed to manage a CID under Davis-Stirling." (f) Since August 1970 the
16 Association has held federal recognition as a nonprofit organization (EIN 94-1700759), and
17 it has elected annually to be taxed as a homeowners association under Internal Revenue
18 Code section 528 by filing Form 1120-H.

14. The 2002 episode and its correction. In September 2002, the common-interest classification
17 page was removed from the public report covering the 338 interests during the transfer of
18 shares from the developer; the reports covering the remaining 2,552 interests were
19 unchanged. On September 28, 2002, the Board directed its then-attorney to seek formal
20 clarification from the DRE whether the property was designated a common interest
21 development. On December 14, 2002, the Board resolved unanimously: "It is the intent of
22 the Board of Directors to comply with the provisions of governing documents, California
23 Corporate Code, and California Civil Code." When the classification question resurfaced in
24 2006, candidate Denise Flores obtained, at her own initiative and expense, two attorney
25 opinions — the June 29, 2006 opinion captioned "RE: R-Wildhorse Ranch Owners
26 Association is a CID," and the July 10, 2006 opinion concluding "All these documents
27 support my conclusion that R-Wild Horse Ranch is a common interest development" —
28 both already before this Court as Exhibit DD to the First Amended Cross-Complaint; the
Association later reimbursed the expense. On October 21, 2006, after reviewing "opinions

1 from attorneys, recorded documents and other sources," the Board voted — "Motion passed"
2 — to restate the CID status of the 338 shares "to be the same as all other shares sold before,"
3 and dispatched its Secretary to the DRE. On February 5, 2007, the Association's counsel
4 wrote the DRE's Managing Deputy Commissioner of Subdivisions on the Board's behalf,
5 identifying eight independent grounds establishing that the property is a common interest
6 development with separate-interest status, and stating that the Davis-Stirling designation "is
7 a substantial benefit to each and every owner." The DRE restored the classification page in
the subsequent public reports.

8 15. The Association's own records thereafter reaffirmed the framework: a 2008 Board record
9 states that "adherence to Davis-Stirling is tantamount to our success as an association." A
10 second attempt to depart from the framework, between approximately 2011 and 2013 —
11 prompted, on information and belief, by the same law-firm website directory alleged in ¶22
12 below — was abandoned after the membership replaced the responsible directors at
successive elections, and Davis-Stirling practice resumed and continued.

13 16. Cross-Complainant pleads the Association's decades of operational compliance for two
14 distinct and independent purposes: first, as evidence supporting judicial and equitable
15 estoppel barring the Association from denying Davis-Stirling applicability after decades of
16 consistent contrary conduct including elections, reserve studies, assessment enforcement in
17 this courthouse, and verified court admissions; and second, as evidence of the developer's
18 intent and the parties' mutual understanding of the governing framework under which 2,890
19 undivided interests were purchased and assessed for decades. These are evidentiary purposes
20 — not arguments that operational compliance retroactively amended the recorded
Declaration. The estoppel argument stands independently of the classification question.

21 SECTION C — THE RENUNCIATION

22

23 17. The 2023–2025 board. Following the failed 2023 election cycle, Jessica Miller was
24 appointed to the Board on August 19, 2023, and Brian Keating on December 16, 2023. As a
25 consequence of those appointments, all five Board seats appeared on the 2024 ballot. The
26 2024 election failed for want of quorum and was extended one month; it failed again. In
27 November 2024 the Association petitioned this Court — under the Davis-Stirling Act and no
28 other authority — for an order reducing the quorum so the ballots could be opened (Case
No. 24CI-000751). The order issued in December 2024; the ballots were opened in January

- 1 2025; the three highest vote recipients (Keating, Miller, and Jane Baldwin) took full terms,
2 and the two lowest (Mary Halbasch and Charline Hand) took one-year terms.
- 3 18. On December 18, 2024, then-President David Drake replied to all directors, including
4 Keating: "our CCR's state that we are a CID and we follow davis sterling rules as they relate
5 to our property to ensure there is a set of rules to abide by." On December 21, 2024, an
6 owner wrote Keating suggesting that commercial and industrial common interest
7 developments had left Davis-Stirling effective January 1, 2014 — a theory that presupposes
8 the Ranch is a common interest development — and Keating replied: "Thanks Cody! I'll
9 look into it."
- 10 19. On February 22, 2025, the newly seated Board elected officers: Keating as President, Miller
11 as Secretary, Baldwin as Vice President, Hand as Second Vice President, and Halbasch as
12 Treasurer — each nomination "Accepted. All in favor, motion carried." The minutes of the
13 same meeting record, at item 16.2, the announcement that "the association will no longer
14 operate under Davis-Stirling law and will instead follow its CC&Rs and California
15 Corporate Code sections 7110-8910." Unlike every other item of business recorded in those
16 minutes, item 16.2 reflects no motion, no second, and no vote. The minutes further record
17 that "[d]espite the Secretary of State listing the Ranch as a CID... legal counsel has advised
18 that this designation is incorrect"; that "only owners in good standing will have voting
19 rights" with a quorum of 25%; and that "[m]oving forward, elections will be held annually."
20 Notice of the announcement reached only the Association's voluntary email list —
21 approximately 800 recipients — by mass email the following day, February 23, 2025; the
22 majority of the 2,890 owners received no direct notice.
- 23 20. No vote of the members was noticed, proposed, or taken — then or ever — on the
24 abandonment of the Association's governing framework. The Association's own documents
25 reserve structural change to the members: CC&Rs ¶12 permits amendment only by vote or
26 written assent of a majority of the total voting power and a majority of non-developer votes,
27 "[s]ubject to the compliance with the Real Estate Law of the State of California," and
28 Bylaws Article XII requires a member vote or written assent to amend the Bylaws. The
February 13, 2025 action-without-meeting was itself accepted by board motion at the
February 22 meeting (item 5.1), and the Board's November 23, 2024 resolution concerning
Cross-Defendant Calzada shows the Board knew and used the formal resolution process
when it chose to.

- 1 21. The counsel change. Nine weeks separated Drake's December 18 email from the February
2 22 announcement. In that interval the Association engaged new counsel; the attorney who
3 had just obtained the Association's Davis-Stirling quorum order ceased representing it. The
4 February 22 minutes record the new firm's qualification in the Association's own words: it
5 "has represented R-Ranch Hornbrook for 15 years, assisting them in transitioning away from
6 an HOA structure... aligns with the Ranch's governance needs." No board motion or vote to
7 retain the new firm appears in the minutes.
- 8 22. The shifting theories. The rationale for the renunciation has changed with each telling: in
9 December 2024, the theory was that commercial and industrial developments had exited
10 Davis-Stirling by statute; by February 22, 2025, the theory was a website — the minutes
11 record that "[u]pon review of the Davis-Stirling website, R-Wild Horse Ranch is listed under
12 'Deed-Restricted Non-CID' properties"; by September 4, 2025, and in the Association's July
13 1, 2026 motion in this action, the theory had become that no separate interest ever existed.
14 Each successive theory abandons its predecessor. The website deserves attention, because it
15 is a private law firm's marketing directory — and it is the one authority everyone on the
16 Association's side has used: the Association's manager cited it to a member on December 18,
17 2024 as the governing source for records rights; the Association's own 2024 pre-ballot notice
18 cited it as the source of its election rules (§35 below); the renunciation minute recites it; and
19 on January 2, 2026, the Association's litigation counsel — in a letter copied to the
20 Association's Board of Directors — cited the same website listing as the opinion of "a
21 preeminent authority on California HOA law," adding: "As you and I discussed, they must
22 have provided you and the Board with its opinion"; he invoked the listing again in writing
23 on April 24, 2026: the page "is exactly where R-Wild belongs" — in the same email whose
24 next numbered answer states: "The owners own the land, not the Association." The page
25 itself describes a category the Ranch does not fit: recreational ranches where "[m]embership
26 in the association is through the purchase of shares of stock in the corporation that owns the
27 property." The Ranch's membership passes with a recorded deed to an undivided interest in
28 land its owners — not any corporation — hold; its ownership was subdivided of record in
1969 and 1973 and, in its current configuration, is held in 2,890 deeded interests; and the
paragraph of the page that names the Ranch cites no statute at all. Counsel endorsed the
listing and refuted its factual premise in the same writing, two lines apart. On information
and belief, no formal opinion of that firm concerning the Ranch exists or has ever been

1 produced. No statute, regulation, public report, or recorded instrument of the Ranch appears
2 anywhere in the renunciation's stated basis.

3 23. The stated motive. On February 12, 2026, the Association's litigation counsel wrote, in
4 response to Cross-Complainant's dispute-resolution request: Davis-Stirling requires ballots
5 to be sent to all owners, whereas "if only members in good standing receive ballots, the pool
6 is smaller and quorum becomes far more achievable... the very statute being advocated for
7 makes the quorum problem worse." The same letter asserted that "[t]he Association's
8 governing documents do not contain an IDR provision" — although the Bylaws contain
9 Article VIII (Discipline), cited by number in the email he was answering, the Collection
10 Policy prescribes dispute-resolution participation, and CC&Rs ¶5 mandates arbitration
11 procedures.

12 24. The sworn-filing sequence. On May 2, 2025 — ten weeks after the renunciation
13 announcement — the Association filed a combined Statement of Information and CID
14 statement with the Secretary of State, signed by employee Logan Wilkinson, declaring that
15 the Association "is formed to manage a CID under Davis-Stirling," and designating the
16 Association's litigation counsel, Clifford W. Stevens, as agent for service of process. On
17 June 26, 2025, Mr. Stevens declared in open court that the Ranch is not a common interest
18 development; Cross-Complainant objected on the record. Nineteen days later, on July 15,
19 2025, a Filing Office Administrative Action Statement (No. BA20251470524) changed the
20 Association's classification from "NONPROFIT CORPORATION - CA - MUTUAL
21 BENEFIT - COMMON INTEREST DEVELOPMENT CORPORATION" to
22 "NONPROFIT CORPORATION - CA - MUTUAL BENEFIT," citing a data entry error —
23 an error attributed to the 2021 filing signed by then-Ranch Manager Clifton, not to the May
24 2025 filing made ten weeks earlier. On July 23, 2025, a new Statement of Information was
25 filed with no CID declaration. Mr. Wilkinson has acknowledged on camera that he provided
26 his Secretary of State login credentials to a person he did not identify and that he did not
27 know what filings had been made with them.

28 25. On April 26, 2026, an owner emailed the directors and management identifying the filing
sequence and asking who had authorized the July 15, 2025 correction; no director or
employee of the Association ever responded.

1 SECTION D — RECORDS AND MINUTES INTEGRITY

2 26. On May 28, 2026, the Board took an "emergency" action without a meeting. The minutes of
3 that action state its purpose in their first line: "to discuss the current elections and how to
4 proceed with the current lawsuit." The Association's litigation counsel was present. The
5 motion recorded in those minutes recites a different purpose: "to maximize owner
6 participation."

7 27. The May 28 minutes were not signed at any meeting. The signed version bears the legend
8 "Date Approved: 6-20-26." Neither the open-session agenda nor the executive-session
9 agenda for June 20, 2026 lists the May 28 minutes as an item of business. On information
10 and belief, the May 28 minutes were signed in the Association office days after June 20, at
11 Cross-Defendant Calzada's direction, by Cross-Defendant Miller, with employee Logan
Wilkinson present.

12 28. Under Civil Code section 4950, members were entitled to the May 28 minutes, or a draft or
13 summary, within 30 days — by June 27, 2026. They were first posted July 1, 2026. That
14 morning, Cross-Defendant Calzada wrote in response to an owner's question: "Those didn't
15 get signed at the last meeting by accident, but we do have a draft which is the same thing
just not signed. I will make sure the draft minutes get posted today."

16 29. On July 25, 2026, the Board approved minutes of the June 20, 2026 meeting that recite the
17 approval of the May 28 minutes — an item of business that appears on neither June 20
18 agenda. Before the July 25 meeting was called to order, Cross-Complainant disputed that
19 recital directly with Secretary Miller. The recital was approved unchanged. The June 20
20 minutes as approved also omit the statement Secretary Miller read aloud at the June 20
21 meeting concerning the election postponement. Of the written owner comment Cross-
22 Complainant submitted at that meeting with a request for its preservation in substantially
23 complete form, the approved minutes state "The owner read the typed statement to the
24 audience. See attached" — but the posted minutes end at page three and attach nothing. The
25 June 20 minutes were withheld until the day of the July 25 meeting, a departure from the
Association's decades-long practice of circulating minutes promptly after each meeting.

26 30. This was not the first sanitized meeting record of the dispute period. The posted minutes of
27 the August 30, 2025 Board meeting — the meeting at which the cell tower lease was put to a
28 vote, described in Section F below — state a 12:30 PM start time, which was the Annual
Meeting's start time; record the Association's own Cell Tower Committee chairperson only

1 as "an owner" while noting that his committee "did not recommend for the project to move
2 forward"; and record the votes in a structure that differs materially from the meeting as
3 witnessed by Cross-Complainant, who was present.

4 31. The records-obstruction chain. On May 15 and May 19–20, 2026, Cross-Complainant made
5 written records demands on the Association, by email and certified mail, under Civil Code
6 section 5205, Corporations Code section 8333, and Bylaws Article XI, Section 2 — three
7 independent bases. On May 20, 2026, the Association's counsel wrote: "we will provide you
8 a timeline for production." No timeline and no production has ever followed — more than
9 80 days as of this pleading. Her May 20, 2026 request for the Association's executive-
10 session minutes from 2023 to the present, in redacted form as necessary — including the
11 minutes reflecting officer votes — remains unanswered after three written follow-ups, the
12 third on August 7, 2026. On information and belief, minutes for the years 2012 through
13 2017 have been removed from the Association's website and the Association's office holds
14 no copies; public reports acknowledged in writing as held in the office were neither
15 produced nor located when requested.

16 32. The Association knows the difference between a kept record and a missing one. Its own
17 minutes record that the minutes of the June 25 and August 20, 2022 meetings — the
18 meetings surrounding the failed 2022 election — are missing entirely. As of August 12,
19 2026, the Association's posted file cabinet masks that gap: Cross-Complainant documented,
20 by dated screen captures, that the posted 2022 records sit under mismatched labels — each
21 spring month's minutes and financial reports appearing under the following month's heading,
22 June's financial reports standing in the place of the July minutes, and July's minutes and
23 financials standing as August's — so that the absence of any August 2022 minutes never
24 appears on the face of the postings. The September through November 2022 minutes as
25 posted are single, nearly empty pages. And no 2022 executive-session agenda is posted at
26 all, although the redacted executive minutes in the writ record show executive sessions
27 conducting the Association's substantive business every month of that year.

28 SECTION E — THE 2026 ELECTION

33. The Association published its 2026 election schedule: candidate statements due June 12,
ballots mailed in July, election day August 15, 2026.

- 1 34. The 2024 precedent and mechanisms. In 2024, all five Board seats stood for election. Cross-
2 Complainant, Frank Clifton, and Cody Oliver each sought candidacy and each was excluded
3 from the printed ballot for a different stated reason, running instead as write-in candidates;
4 their candidate statements were not mailed with the ballot packet; and while cumulative
5 voting was applied to ballot candidates, votes cast for write-in candidates were counted as
6 single votes. The Bylaws grant every member cumulative voting rights in director elections
7 (Art. V §8). When the 2024 election failed for want of quorum, the Association extended the
8 voting period rather than postponing the election — the same lived practice it had followed
9 in 2008–2009, when a failed election was re-staged and completed.
- 10 35. The Association's own 2024 Pre-Ballot Notice, issued June 12, 2024 over its Election
11 Chair's signature and expressly "Per Civil Code §5115(b)," named Business Connections as
12 "an independent third-party inspector for our 2024 Election"; told members that "[a]s of
13 January 1, 2020, a member's voting rights can no longer be suspended," quoting the rule that
14 "a ballot cannot be denied to a member for any reason other than not being a member at the
15 time when ballots are distributed"; declared all members eligible to vote "[r]egardless of the
16 status of assessment"; stated the quorum as "at least twenty-five percent (25%) of the entire
17 membership," with a twenty-percent fallback at a subsequent meeting; and cited davis-
18 stirling.com as a source for its election rules.
- 19 36. On June 8, 2026 — with candidate statements already due in four days — the membership
20 was told the election was moved from August 15 to September 26, 2026. The stated reasons
21 have shifted with each telling: the May 28 motion recites "maximize owner participation";
22 the owner-facing June 8 notice framed the change as get-out-the-vote; Secretary Miller read
23 a different explanation aloud on June 20 that the approved minutes omit. Cross-Complainant
24 proposed at the June 20 meeting, in person and in writing, that the Association follow its
25 own precedent — extend the voting period rather than postpone the election. The proposal
26 was rejected the same meeting.
- 27 37. Cross-Defendant Calzada stated at the July 2026 meeting that, to his knowledge, the all-
28 owners notice rule "has never been followed before." The Association's own 2024 Pre-Ballot
Notice followed and published it; Cross-Complainant recirculated that notice and its
materials to the directors and counsel on February 11 and March 11, 2026; and the point was
corrected in open meeting on June 20, 2026.

- 1 38. Director Ray Balcioni — elected in August 2025 and serving as the 2026 Election Chair —
2 died on or about June 23, 2026. Frank Clifton, the only other non-incumbent director,
3 assumed the election-committee chairmanship. On July 24, 2026, Cross-Complainant wrote
4 the Board asking that the vacant seat be left to the members at the September election,
5 declining it even for herself. At the July 25, 2026 meeting, a motion to appoint a successor
6 — made without notice to at least two directors — failed two votes to two. On information
7 and belief, the appointee proposed had declined the seat weeks earlier and was recruited
8 between that declination and the July 25 meeting through communications outside any
9 noticed meeting. The Board thereafter solicited resumes for the seat. Under Bylaws Article
10 VI, Section 5, any appointee holds office only until a successor is elected at an annual or
11 special meeting of the members — placing the vacant seat on the September 26 ballot
12 together with the three expiring seats.
- 13 39. No inspector of elections. As of this pleading, no inspector of elections has been appointed
14 for the September 26, 2026 election, as required by Civil Code section 5110 and
15 contemplated by Corporations Code section 7614. The Association's own 2026 election
16 packet states that "[t]he Board of Directors will designate one or three Inspector(s) of
17 Election by separate resolution"; no such resolution appears in any minutes of the
18 Association, and the packet's ballot-box provision refers owners to "the office of the
19 Inspector of Elections" without naming one. None was appointed for the 2025 election
20 either: the 2025 minutes record only that an outside vendor "will manage the election," and
21 the July 26, 2025 minutes record reports of incomplete ballot packets. The 2026 election is
22 administered by an Election Committee whose members, per the April 18, 2026 minutes,
23 include the spouse of Cross-Defendant Halbasch and the spouse of Cross-Defendant
24 Calzada; on information and belief that committee has denied the Election Committee Chair
25 — a sitting director — access to election files and process oversight. In April 2026, Cross-
26 Complainant delivered to the Board a proposed resolution directing the appointment of an
27 inspector of elections; the Board never acted on it.
- 28 40. On information and belief, in addition to the May 28, 2026 action, the election timing was
discussed among directors at a meeting or electronic conference in approximately early June
2026 for which no notice, agenda, or minutes exist.

1 SECTION F — THE CELL TOWER TRANSACTION

2 41. On September 16, 2025, Cross-Defendant Keating executed a signed, notarized Option and
3 Lease Agreement with The Towers, LLC, in a transaction whose documents also name
4 Vertical Bridge, VB BTS II, LLC, and Assurance Development, granting exclusive use of
5 Association common area for a 25-year term with four automatic 5-year renewal options —
6 a potential 45-year encumbrance — together with easements and a one-mile interference
7 radius restricting competing communications facilities. The legal description identifies the
8 leased premises as Parcel A of Reversion to Acreage of Tract 1001, Wild Horse Mesa Map
9 filed December 14, 1984, recorded in Book V of Maps, Pages 31–32, Official Records of
10 Tehama County — a recorded instrument Cross-Complainant personally inspected and
11 obtained in certified copy, confirming that Parcel A encompasses 14,157.10 acres, or
12 14,080.7 acres excluding the Highway 36 right of way: the entirety of R-Wild Horse Ranch.
13 The Lease itself describes the interest held by the Association as having been conveyed for
14 administration, operation, maintenance, repair, and restoration purposes — not in fee. Fee
15 title is held by all 2,890 owners as tenants in common, as documented in the recorded chain
16 of title from the 1969 subdivision through the 1973 Parcel Map, the 1983 and 1984
17 reconveyances, and the 1984 Reversion to Acreage map, which chain also expressly excepts
18 gas and mineral rights from individual owner conveyances. No membership vote was ever
19 noticed, proposed, or taken on the transaction. The deal described to owners in the
20 Association's own March 22, 2025 minutes was "structured as a land use agreement
21 covering approximately 2,500 square feet."

22 42. On July 25, 2025, the Association's own appointed Cell Tower Committee chairperson
23 identified in writing, six weeks before the vote, that the signed lease's collateral-pledge
24 language implicated the member-consent requirement of CC&Rs ¶2(o).

25 43. On September 4, 2025 — twelve days before the lease was executed — the Association's
26 counsel issued a memorandum to the Board purporting to authorize the transaction. The
27 memorandum's subject is the "Assured Development" lease; it does not analyze the
28 instrument actually executed on September 16, 2025. It rests on the two broadest general-
powers provisions of the CC&Rs (§§2(j) and 2(p)) — although §2(p) is by its own terms
"subject to the limitations set forth in this general paragraph" — on Bylaws Article II,
section 2(e), and on Corporations Code section 5231, the director-liability provision for
public benefit corporations, which does not govern this mutual benefit corporation

(Corporations Code sections 7231 and 7231.5 do). It never quotes or addresses CC&Rs §2(q) — which provides that "the Association shall not acquire real property by purchase or lease without first obtaining the written consent therefor from sixty-six and two-thirds percent (66-2/3%) of all members" — not in the original memorandum, not in the November 19, 2025 supplement, and not in the April 2026 correspondence alleged below. It dismisses §2(o) in one sentence without addressing the executed lease's collateral-pledge language or the committee chairperson's written concern; it omits §2(r), §2(t) (until the November supplement confirmed the omission), Civil Code section 4600, and the Association's own prior sworn admissions; it devotes more analysis to director personal-liability protection than to the questions it purports to answer, declaring — before the transaction was executed — that intentional misconduct and gross negligence were "none of which are relevant in this case"; and it closes by assuring the directors that the Association's errors-and-omissions insurance "is designed to cover legal defense costs" arising from "baseless or frivolous litigation" — the same policy the Association now refuses to produce (§83 below).

44. The vote. At the August 30, 2025 Board meeting — held on the same day as, and concluding minutes before, the Annual Meeting at which the results of the 2025 election were announced — the minutes record that a motion to accept the cell tower contract carried, and that a later motion by Director Baldwin, seconded by Director Keating, to withdraw the cell tower agreement failed two votes to three: Directors Halbasch, Miller, and Hand voting to keep the contract. The unseating of Directors Halbasch and Hand was announced within the hour. The minutes record the Cell Tower Committee's non-recommendation, attributed only to "an owner."

45. The execution. On September 16, 2025, Cross-Defendant Keating executed the lease package, signing its constituent documents in inconsistent capacities: the option and lease agreement as President; the Owner's Affidavit as 'Owner'; the notarized Waiver of Liability and Statement of Applicant Responsibility as 'the property owner,' with no title or corporate status; the Payment Direction as 'Landlord'; the notarized Letter of Authorization as property owner; and the Tehama County master-plan application as 'applicant representative.' No document in the package identifies a corporate capacity consistently, and no board resolution and no minutes evidencing authority to execute accompany any of them. The acknowledgment was taken by a notary identified as S. Keating. On September 26, 2025, the transaction packet was completed with a Form W-9, signed by Cross-Defendant Calzada

1 under penalty of perjury, representing the Association — a California nonprofit mutual
2 benefit corporation holding federal recognition as a section 501(c)(7) organization, a
3 pleasure, recreational, or social club, since 1970 — as a "C Corporation," together with an
4 electronic-funds-transfer payment authorization of the same date. Payments under the lease
5 have commenced: the Association has received at least one payment of approximately
6 \$5,000. No cancellation or rescission signed by the parties appears in any record available to
members, and on information and belief none exists.

7 46. The stated authority for the transaction has shifted with each challenge. When owners
8 demanded analysis of CC&Rs §2(t), counsel issued the November 19, 2025 supplemental
9 memorandum — confirming the original omission — arguing that the lease is a real-
10 property lease outside the goods-and-services restriction. On April 24 and 25, 2026, in
11 written exchanges with the Association's former Cell Tower Committee chairperson, counsel
12 invoked Bylaws Article II, section 2(m) — "to operate or lease the facilities owned by the
13 members"; challenged that raw land is not a facility, he answered within eighteen minutes
14 that "the broader leasing authority comes from the Association's general powers under the
15 CC&Rs and California nonprofit corporation law," citing no provision: "Between the
16 general authority and the specific authority, it's plenty of authority." In the same exchange,
17 counsel wrote: "The owners own the land, not the Association." The chairperson's
18 contemporaneous summary, sent to counsel, the President, and all directors on April 25,
19 2026, stands un rebutted: "You cited three different provisions in 20 minutes, abandoning
20 each when challenged. You also just blew holes in the two memorandums that the board
21 shared with owners." The same email records the reason no member vote was taken: he had
22 been told the transaction "wasnt voted on because the board was worried about a lack of
quorum" [sic]. Cross-Complainant described the memorandum's function to the full Board in
writing on May 19, 2026; no director or counsel responded.

23 47. Independent of section 2(q), Civil Code section 4600 requires the affirmative vote of at least
24 67 percent of the membership for any grant of exclusive use of common area, and CC&Rs
25 ¶2(t) restricts contracts with third parties exceeding one year absent majority owner
approval. No vote under either was noticed, proposed, or taken.

26 48. Reliance pre-rebuttal. Cross-Defendants cannot establish good-faith reliance on counsel's
27 advice as a defense under Corporations Code section 7231 because each received actual
28 written notice of the contrary record before acting: Keating received predecessor President

Drake's December 18, 2024 confirmation and the December 21, 2024 owner warning; Miller, as Secretary, held responsibility for the Association's governance records; Halbasch, a director since no later than December 2017, received the same December 18, 2024 email, signed the 2022 election packets, served on the board that authorized the November 2024 Davis-Stirling quorum petition, and served as Treasurer from February to September 2025 with responsibility for the accounting records of an association operating under the framework she now disclaims; and the Cell Tower Committee's written warning of July 25, 2025 preceded the tower vote she cast. Good-faith reliance is not available to directors who proceed with knowledge of substantial contrary evidence.

SECTION G — DIRECT INJURIES TO CROSS-COMPLAINANT

49. Records rights. Cross-Complainant's statutory and bylaw records rights (Civ. Code §5205; Corp. Code §8333; Bylaws Art. XI §2) have been refused in the particulars alleged in ¶31, injuring her independently of any injury to the Association.

50. Litigation position. Cross-Complainant is the cross-complainant in this consolidated action. The falsification and backdating of meeting records bearing on the election and on "how to proceed with the current lawsuit," and the alteration of the Association's official state records while this litigation was pending, degraded the documentary record on which her claims and defenses depend.

51. Candidacy. In 2025, Cross-Complainant's candidate statement was redacted by the Association; she lost the election by a single vote; and she first learned that margin from case papers served on her — at an address rendered as "City Bluff" rather than Red Bluff — in the action the Association filed against her. In 2026, she is a declared candidate in an election whose date was moved by the action described in ¶¶26–28 and 36, which remains without a lawful inspector, and whose administration excludes the election committee's own chair.

52. The 2019 and 2024 events alleged in ¶34 and the record of attempted resolution pled at ¶57 form the pattern within which the 2025–2026 injuries occurred. FIRST CAUSE OF ACTION Declaratory Relief (Against All Cross-Defendants)

53. Cross-Complainant incorporates all preceding paragraphs.

54. An actual controversy exists. Cross-Defendants contend the Association is not, and never was, a common interest development, and that the Davis-Stirling Act does not govern it;

1 they announced on February 22, 2025 that the Association "will no longer operate under
2 Davis-Stirling law," and they have administered the Association's records, elections, and
3 finances on that premise. Cross-Complainant contends the property is and has always been a
4 common interest development under Civil Code section 4185 as enacted; that the February
5 22, 2025 renunciation was void for want of any member vote; and that the acts alleged
6 above are invalid under either governance framework.

7 55. Cross-Complainant seeks a judicial declaration that: (a) R-Wild Horse Ranch is a common
8 interest development within the meaning of the Davis-Stirling Act, as reflected in the
9 recorded governing documents, the DRE's continuous classification, and the statutory
10 definitions as enacted in 1985; (b) the February 22, 2025 renunciation is void — no vote of
11 the members was noticed, proposed, or taken, although the CC&Rs (§12) and Bylaws
12 (Article XII) reserve structural amendment to the members, subject to the Real Estate Law
13 (Bus. & Prof. Code §11012; 10 CCR §2800), and Corporations Code section 7814 and Civil
14 Code section 4270 confirm that reservation; (c) each act alleged in this pleading — the
15 renunciation, the May 28, 2026 action and its records, the postponement of the 2026
16 election, and the administration of that election without an inspector — is invalid under the
17 Davis-Stirling Act and equally invalid under the Corporations Code and the governing
18 documents Cross-Defendants claim to prefer; (d) the systematic operational dismantling that
19 followed February 22, 2025 — the abandonment of statutory notice, disclosure, election,
20 and records practices maintained for four decades — was without lawful authority; and (e)
21 the Option and Lease Agreement executed September 16, 2025 in favor of The Towers,
22 LLC/Vertical Bridge is void ab initio — no membership approval was obtained under
23 CC&Rs sections 2(o), 2(q), 2(r), and 2(t) or Civil Code section 4600, and the Association,
24 holding administration, operation, maintenance, repair, and restoration rights rather than fee
25 title, lacked capacity to grant exclusive possession of land held by 2,890 owners as tenants
26 in common.

27 56. This Court is not asked to decide what R-Wild Horse Ranch should be. It is asked to decide
28 who decides. The governing documents answer that question: the members, by the
amendment procedures they purchased with their deeds. Cross-Defendants ask this Court's
declaratory power to accomplish what those procedures reserve to 2,890 undivided interests;
Cross-Complainant asks this Court to enforce the procedures themselves.

1 57. Declaratory relief is necessary and proper under all the circumstances (Code Civ. Proc.
2 §1061). The record of attempted resolution set out above — the 2019 withdrawal, the July
3 30, 2025 written appeal refused in writing within eight hours, the written offer of November
4 6, 2025 made seventy-two hours after the Association sued her, the April 2026 dispute-
5 resolution session at which a complete solution package was delivered and answered with
6 "we are in litigation," and the more than fifteen dispute-resolution requests since June 2023
7 already documented in this Court's file — establishes that every non-judicial avenue was
8 exhausted by Cross-Complainant and closed by Cross-Defendants.

9 SECOND CAUSE OF ACTION Unlawful Unilateral Abandonment of Governance Framework
10 (Ultra Vires) (Against Cross-Defendants Association and Keating)

11 58. Cross-Complainant incorporates all preceding paragraphs.

12 59. The governing documents reserve structural change to the members: CC&Rs ¶12 permits
13 amendment only by vote or written assent of a majority of the total voting power and a
14 majority of non-developer votes, "[s]ubject to the compliance with the Real Estate Law of
15 the State of California"; Bylaws Article XII requires a member vote or written assent.
16 Corporations Code section 7814 and Civil Code section 4270 confirm that architecture.

17 60. On February 22, 2025, without any motion, second, or vote — of the Board or of the
18 members — the abandonment of the Association's forty-year governance framework was
19 announced as accomplished fact, and Cross-Defendant Keating published it to the
20 membership the following day. The Board knew the formal-resolution form and used it for
21 other actions the same day and that season.

22 61. The renunciation was ultra vires and void. It stripped members — including Cross-
23 Complainant — of the statutory election, notice, records, and dispute-resolution rights under
24 which they purchased, without their consent and without the DRE process the CC&Rs
25 incorporate. The operational cascade that followed — the abandoned notices, the vanished
26 inspector, the records practices alleged above — flowed from treating the void act as
27 effective.

28 THIRD CAUSE OF ACTION Breach of Fiduciary Duty (Corp. Code §§7231, 7231.5) (Against
Cross-Defendants Keating, Miller, and Halbasch)

62. Cross-Complainant incorporates all preceding paragraphs.

- 1 63. As directors and officers, Cross-Defendants Keating, Miller, and Halbasch each owed the
2 Association and its members duties of care, inquiry, and good faith under Corporations Code
3 sections 7231 and 7231.5, and the duties their offices carry under the Bylaws (Art. VII §§4,
4 6, 7).
- 5 64. Keating. Cross-Defendant Keating breached those duties by, among the acts alleged above:
6 announcing and implementing the renunciation without any vote or documented
7 deliberation; participating in the engagement of new litigation counsel — whose
8 qualification the minutes record as experience "transitioning away from an HOA structure"
9 — without any recorded board authorization; presenting this litigation to the Board in terms
10 that concealed its target and character, on information and belief describing it as a prayer for
11 relief to end litigation rather than an action against an individual owner; answering Cross-
12 Complainant's July 30, 2025 written appeal to the full Board within eight hours — an
13 interval in which no board meeting could lawfully be noticed — with a written refusal to
14 communicate, invoking two law firms' recommendations against the internal dispute
15 resolution duties the Civil Code and the governing documents impose on the Association,
16 and, on information and belief, without the Board ever considering the appeal; causing or
17 permitting Association funds — including Cross-Complainant's own assessments — to be
18 spent on litigation against her and on professional fees without prior board authorization,
19 with invoices presented after the fact; executing the cell tower lease package without board
20 resolution or documented authority, signing in inconsistent capacities — as President on one
21 instrument, as 'Owner,' 'property owner,' or 'Landlord' on others; and postponing the 2026
22 election while freezing the nomination deadline. The framework the Board renounced
23 requires ballots to every owner; the framework it adopted limits them to members in good
24 standing. Counsel writing on the Association's behalf described the effect on December 19,
25 2025, on January 2, 2026 — "Davis-Stirling is an impediment as to quorum issues" — and
26 again on February 12, 2026: with only members in good standing receiving ballots, "the
27 pool is smaller and quorum becomes far more achievable."
- 28 65. Miller. Cross-Defendant Miller, as Secretary, is the officer charged with the book of
minutes. She breached her duties by, among the acts alleged above: executing the May 28,
2026 minutes outside any meeting, on information and belief in the Association office days
after June 20; presenting for approval, and approving, June 20 minutes that recite approval
of the May 28 minutes — an item that appears on neither June 20 agenda and that was

1 before the Board on June 20 in no written form, the matter being presented that day only
2 through the Secretary's own oral recitation of the postponement and its rationale; and
3 omitting that recitation itself from the minutes. Before the July 25, 2026 meeting was called
4 to order — the meeting at which those June 20 minutes came up for approval — Cross-
5 Complainant disputed the recital with the Secretary in person: no written May 28 minutes
6 had been before the Board on June 20 on which any vote could have been taken. The
7 minutes were approved as written. The omissions are systematic: on information and belief,
8 the Board's Zoom meetings and electronic deliberations of 2025 and 2026 are reflected in no
9 minutes at all; and Cross-Complainant personally warned the Secretary, in written messages,
10 that conducting and leaving board business unmemorialized violated the Bylaws'
11 transparency requirements and the Open Meeting Act.

12 66. Halbasch. Cross-Defendant Halbasch served continuously as a director from a date before
13 December 16, 2017 — when the Association's minutes record her delivering both the
14 Treasurer's report and the executive-session announcements — until September 2025, and as
15 its Treasurer from February to September 2025. She had personally participated, with the
16 2004–2006 owners' CID research group, in the effort to discover and reverse the
17 unauthorized 2002 public-report deletion. She breached her duties by, among the acts
18 alleged above: participating in the 2022 cancellation of the annual election by announcement
19 — an announcement naming her as a retained incumbent, issued while the sign-out sheet
20 bearing her own signature documented the candidate interest the announcement denied, and
21 the Board's own redacted executive minutes for July 16, 2022 recording the year's election
22 as a "Follow Ups" entry: an "Election update" whose recorded substance was "No election";
23 presiding, as the Association's simultaneous Election Committee Chair, Secretary, and
24 Treasurer, over the June 17, 2023 meeting at which the Association's then-President
25 announced a verbal mid-cycle change to the posted election rules; sitting silent through the
26 February 22, 2025 renunciation without motion, deliberation, or dissent, having received
27 then-President Drake's December 18, 2024 written confirmation of the Association's
28 classification; serving as the Association's financial officer during the period in which its
sworn state filings were altered and its funds were spent without documented authorization;
and casting one of the three votes that kept the cell tower contract alive at the August 30,
2025 meeting, minutes before the announcement of election results ending her tenure.

1 67. No business judgment shields these acts. The business-judgment rule presupposes a
2 judgment — a vote, a deliberation, an inquiry. The renunciation records none. And no
3 judgment of the Board, however deliberate, could take for itself a decision the governing
4 documents reserve to the members.

5 68. Nor can Cross-Defendants establish good-faith reliance on counsel, for the reasons alleged
6 in ¶48 above.

7 69. As a direct result, Cross-Complainant suffered the injuries alleged in ¶¶49–52, and the
8 Association was caused to expend funds without authorization in amounts subject to proof.

9 70. The acts of Cross-Defendant Keating alleged in ¶64 — in particular the concealment of this
10 litigation's character from the Board that authorized it, and the expenditure of Association
11 funds upon it without prior authorization — were undertaken with malice, oppression, or
12 fraud within the meaning of Civil Code section 3294, entitling Cross-Complainant to
13 exemplary damages according to proof.

14 **FOURTH CAUSE OF ACTION Aiding and Abetting Breach of Fiduciary Duty (Against Cross-
15 Defendant Calzada)**

16 71. Cross-Complainant incorporates all preceding paragraphs.

17 72. Cross-Defendant Calzada, as the Association's employed general manager, knew the
18 directors owed the duties alleged above: he administered the Association's records and
19 notices, held custody of its minutes and filings, and had administered the 2024 election
20 under the statutory notice whose rules he later disclaimed knowledge of.

21 73. With that knowledge, Calzada substantially assisted the breaches alleged above by, among
22 the acts alleged: directing the after-the-fact execution of the May 28, 2026 minutes and
23 causing the backdated record to be posted, acknowledging in writing that the minutes "didn't
24 get signed at the last meeting"; obstructing the records requests and the director
25 investigation alleged in ¶¶31 and 84, including the inquiry into the Association's Secretary
26 of State filings — filings that are alleged here solely as evidence of the concealment he
27 assisted, not as conduct of this count; and administering the 2026 election arrangements
28 alleged in ¶¶38–40.

74. Calzada's assistance directly injured Cross-Complainant in her own rights: her records
requests were refused, her litigation position was prejudiced by falsified and withheld
records, and her candidacy proceeds in an election administered without lawful safeguards.

1 FIFTH CAUSE OF ACTION Falsification and Backdating of Corporate Records (Corp. Code
2 §8320; Civ. Code §§4950, 4955) (Against Cross-Defendants Association, Keating, Miller, and
3 Calzada)

4 75. Cross-Complainant incorporates all preceding paragraphs.

5 76. Corporations Code section 8320 requires the Association to keep written minutes of the
6 proceedings of its board. Civil Code section 4950 entitles members to those minutes, or a
7 draft or summary, within thirty days of any board meeting. These duties attach to the
8 specific records alleged below — this count challenges particular falsified records where
9 they meet the action-without-meeting device, not the device itself.

10 77. The May 28, 2026 record was falsified: minutes unsigned at any meeting; a signature legend
11 reciting "Date Approved: 6-20-26" although neither June 20 agenda lists the item; execution
12 in the Association office days later at Calzada's direction by Miller, on information and
13 belief; posting on July 1 — four days after the section 4950 deadline — accompanied by
14 Calzada's written acknowledgment; and a stated purpose ("to discuss the current elections
15 and how to proceed with the current lawsuit") differing from the motion's recited purpose
16 three sentences later.

17 78. The June 20, 2026 record was falsified: as approved on July 25, it recites approval of the
18 May 28 minutes — an item on neither June 20 agenda, and a matter before the Board that
19 day only through the Secretary's oral recitation, no written minutes being present on which
20 to vote — over Cross-Complainant's objection to that recital, made to the Secretary directly
21 before the July 25 meeting was called to order, and it omits the read-aloud statement itself.
22 Of Cross-Complainant's written owner comment — submitted at the meeting with a request
23 for its preservation in substantially complete form — the approved minutes state "See
24 attached"; the posted minutes end at page three, and nothing is attached.

25 79. These were not isolated lapses. The posted record of the August 30, 2025 meeting states a
26 start time belonging to a different meeting, records the Association's Cell Tower Committee
27 chairperson only as "an owner," and materially differs in structure from the meeting Cross-
28 Complainant attended.

80. Under Civil Code section 4955, Cross-Complainant is entitled to declaratory and injunctive
relief, correction of the record, and civil penalties; under section 8320 and the Bylaws, to an
order compelling maintenance of true minutes. Her injuries are alleged at ¶¶49–52.

1 SIXTH CAUSE OF ACTION Obstruction of Member and Director Records Rights (Civ. Code
2 §§5200–5240; Corp. Code §§8333, 8334; Bylaws Art. XI §2) (Against Cross-Defendant
3 Association; Calzada conduct alleged)

4 81. Cross-Complainant incorporates all preceding paragraphs.

5 82. Three independent sources grant the inspection rights at issue: Civil Code sections 5200–
6 5205 (member records rights, enforceable under section 5235); Corporations Code section
7 8333 (member inspection); and Bylaws Article XI, Section 2 (member inspection on written
8 demand; every director's "absolute right at any reasonable time to inspect all books, records
9 and documents"). The Association is obligated under each, whichever framework governs.

10 83. Cross-Complainant's written demands of May 15 and May 19–20, 2026 — served by email
11 and certified mail and invoking all three bases — have produced nothing. On May 20, 2026,
12 the Association's counsel wrote that "we will provide you a timeline for production"; more
13 than eighty days later, neither timeline nor production exists. Her May 20, 2026 request for
14 the Association's executive-session minutes from 2023 to the present, in redacted form as
15 necessary — including the minutes reflecting officer votes — remains unanswered: counsel
16 represented on June 10, 2026 that the redacted minutes would be produced by June 18,
17 2026, and none were; three written follow-ups followed, the third on August 7, 2026. On
18 August 10, 2026 — the eighty-second day — the Association's counsel wrote again, stating
19 that he "believe[d] that these will be produced with the discovery responses that are getting
20 sent to you later this week" and that he would "coordinate with co-counsel on the issue." A
21 separate formal request of June 5, 2026 — for the Association's errors-and-omissions and
22 directors-and-officers insurance policies and the related carrier correspondence, records
23 bearing directly on the Association's exposure in this litigation — has likewise produced
24 nothing. As of the filing of this pleading, no production has been made on any of these
25 demands.

26 84. The obstruction extends to the Association's own directors: on information and belief,
27 requests by the Treasurer and by owners for the Association's tax returns and financial
28 records have been met with refusal or silence, and the Association's 2025 return remains
unfiled, its stated explanation being the post-hoc recategorization of its general-ledger
accounts.

85. On information and belief, minutes for 2012 through 2017 have been removed from the
Association's website and no copies remain in its office. The state of the Association's

1 custody of its own records is documented in Cross-Complainant's June 30, 2025 written
2 request, made under Civil Code sections 5200 through 5240, for the Department of Real
3 Estate public reports and for the September 16 and October 21, 2006 minutes absent from
4 the Association's online file cabinet. Cross-Complainant located the 2006 minutes in her
5 own archive and supplied them to the Association that same night for posting. The
6 Association's manager responded on July 10, 2025: "I see you got the minutes you were
7 looking for." As to the public reports — the Association's own statutory disclosure
8 documents — the manager wrote on July 22, 2025: "I have asked the staff and all we have
9 are some copies. I cannot verify their completeness," and directed the requesting member to
"go to the state web site."

10 86. Cross-Complainant is entitled to an order compelling production and inspection, civil
11 penalties and costs under Civil Code section 5235, and injunctive relief compelling the
12 Association to maintain and produce the records the law requires.

13 SEVENTH CAUSE OF ACTION Violation of the Open Meeting Act and of the Bylaws' Open-
14 Meeting Architecture (Against Cross-Defendants Association, Keating, and Miller)

15 87. Cross-Complainant incorporates all preceding paragraphs.

16 88. Civil Code sections 4900 through 4955 require that the business of an association's board be
17 conducted at noticed meetings, on posted agendas (§4930), with minutes available to
18 members on request (§4950); they prohibit board action outside a meeting except by proper
19 written procedure (§4910), confine executive session to enumerated topics (§4935), reserve
20 "emergency" process for unforeseeable circumstances requiring immediate action (§4923),
21 and require executive-session business to be generally noted in the next open minutes. The
22 Bylaws impose the same architecture on their own terms — ninety-six hours' notice (Art. VI
23 §8) and open-session announcement of executive business (Art. VI §10) — so the conduct
alleged below is unlawful under either framework Cross-Defendants claim governs them.

24 89. The Board's operating culture is recorded in its President's own writing. On September 1,
25 2025, Cross-Defendant Keating wrote to an incoming director that the new board members'
26 first gathering would be "at the next executive meeting"; that "the executive meeting will be
27 a good time to talk about how we should modify our open meeting agendas"; and that once
28 new email accounts issued, the directors "should only do ranch business though those

1 emails" — an instruction given on a thread conducted, in part, on directors' personal email
2 accounts.

3 90. Board business has repeatedly been decided outside any noticed meeting. On April 14, 2025,
4 Cross-Defendant Keating announced in writing that "[t]he board has decided collectively not
5 to meet with" Cross-Complainant — a collective decision reached between a Saturday
6 morning and a Monday morning in which no noticed meeting occurred. On May 28, 2026,
7 an "Emergency Meeting via Zoom" — whose own minutes state its purpose as "to discuss
8 the current elections and how to proceed with the current lawsuit," with the Association's
9 litigation counsel present and one director absent — postponed the 2026 election; no
10 circumstance that could not reasonably have been foreseen appears in its minutes or has ever
11 been identified. On information and belief, a second action without meeting occurred
12 between May 16 and June 20, 2026, for which no notice, agenda, minutes, or written
13 consent exists in any record available to members. On information and belief, the July 2026
14 effort to fill a board vacancy was developed among directors seriatim, outside any meeting,
15 before its unnoticed presentation on July 25, 2026. The Board did not lack knowledge of the
16 lawful alternative: on April 19, 2026, Cross-Complainant provided the directors, in writing,
17 the procedure for lawful board action without a meeting under Corporations Code section
18 7211(b) — unanimous written consent, each director's affirmative response filed with the
19 corporate minutes. Nor did it lack its own precedent: the Board's February 22, 2025 minutes
20 record, at item 5.1, a motion accepting the written minutes of a "Board Action without
21 Meeting" taken February 13, 2025, with its subject and authorized amount — a transformer
22 purchase not to exceed \$10,500 — disclosed in the same minutes. The May 28, 2026 action
23 followed the April 2026 tutorial by five weeks and the Board's own documented practice by
24 fifteen months: four of five directors, no written consents, no acceptance motion, nothing
25 filed.

26 91. Agendas and minutes have been managed in ways that defeat their notice function. The
27 agenda designation for the Association's most consequential transaction was changed from
28 "Cell Tower Lease" to "Land Use agreement," and the transaction later appeared under the
name of a permitting agent — "Assured Development" — identifiable as part of the tower
transaction only from page 23 of the executed package that members were told a
confidentiality clause barred them from seeing. The relabeling was objected to in writing as
it happened: on June 21, 2026, a member wrote the President and all directors, "Please use

1 the term cell tower and not land use agreement when explaining to members. We have no
2 reference in the board open mins to a land use agreement it was called the 'cell tower' and
3 we had a 'cell tower' committee." Cross-Defendant Keating's written answer, in full, was: "It
4 was a 'land use agreement'." The May 28, 2026 minutes appeared on no June 20, 2026
5 agenda, in no June 20 handout, and on no website posting, and were approved — per the
6 falsified recital alleged in ¶78 above — at a meeting where they were present only as the
7 Secretary's oral statement. Minutes and agendas have been posted months late and in draft
8 form.

9 92. The practice is not new: the approved December 2024 minutes recite, at item 5.2.3, that a
10 transfer of up to \$115,000 from capital improvements was made "[a]s discussed in last year's
11 budget meeting," although no record of any such discussion exists; a member's written
12 inquiry of March 1, 2025 asking where that discussion was recorded was never answered.
13 The same signature — minutes reciting proceedings no record supports — appears in the
14 June 20, 2026 minutes alleged above. Two boards, two secretaries, one practice. And the
15 architecture is documented across four years: the Association's 2022 executive minutes —
16 eleven months of them, already exhibits in the consolidated record — run marketing, owner
17 social events, band bookings, holiday-dinner budgets, employee housing, contractor
18 management, and a \$191,000 transfer from capital improvements to operating on one
19 standing executive agenda, with "Attorney Bill (Monthly Review)" as a fixture; the
20 Association's July 25, 2026 executive agenda is the same template, item for item.

21 93. Within the year preceding this pleading, the violations include, without limitation: the
22 November 15, 2025 disbandment of the Cell Tower Advisory Committee by motion and
23 vote taken during the owner-comments segment of the meeting, on no posted agenda item;
24 the May 28, 2026 action and its process; the concealment and after-the-fact execution of its
25 minutes in June and July 2026; the approval, on July 25, 2026, of June 20, 2026 minutes
26 reciting an unagendized, untaken vote; the second undocumented action without meeting of
27 approximately early June 2026; the agenda redesignations alleged above; and the
28 withholding of minutes required by section 4950. Cross-Complainant seeks declaratory and
equitable relief and civil penalties for each violation under Civil Code section 4955, and the
parallel relief the Bylaws and Corporations Code afford.

EIGHTH CAUSE OF ACTION Invalid Postponement of the 2026 Election (Against Cross-
Defendants Association, Keating, and Miller)

1 94. Cross-Complainant incorporates all preceding paragraphs.

2 95. The Association published its 2026 election schedule: candidate submissions due June 12,
3 ballots mailed in July, election day August 15. The front end of that schedule tracked a
4 calendar the Association's own notices confirm it had kept for decades: the 2018 election
5 schedule set the candidacy deadline at June 1, and the May 1, 2023 election notice, over the
6 ranch manager's signature, stated the custom in four words — "June 1st as always."
7 Candidates, including Cross-Complainant, declared and prepared in reliance on the
8 published schedule.

9 96. The May 28, 2026 action postponing that election was invalid at every step: taken at an
10 unnoticed "emergency" session with no emergency (§90); its minutes unsigned and
11 undistributed until after July 1, 2026, then bearing an approval date their own custodian's
12 writing contradicts (§§76–77); its stated purpose — "how to proceed with the current
13 lawsuit" — recorded three sentences from its public rationale, "to maximize owner
14 participation."

15 97. If the Davis-Stirling framework applies, Civil Code section 5105(h) prohibits changes to
16 election rules less than ninety days before an election: the May 28 action came seventy-nine
17 days before August 15. If Cross-Defendants' preferred framework applies, nothing in the
18 Bylaws or the Corporations Code authorized a mid-process postponement of the published
19 election by unnoticed board action — and in the Association's four-decade practice,
20 elections that needed more time were extended at the back end, never moved; the 2024
21 election was extended on exactly that precedent; no election day had ever been moved —
22 and the annual calendar itself was, in the Association's own words, run "as always." And the
23 promise was Cross-Defendants' own: the same February 22, 2025 minute that announced the
24 renunciation assured the members that "[m]oving forward, elections will be held annually in
25 accordance with the revised framework." The promise lasted one election.

26 98. No consistent justification for the postponement has ever been given. Members were told on
27 June 8, 2026 it was to "Get out the Vote." At the June 20, 2026 open meeting, the manager
28 attributed it to a Bylaws "pre-ballot notice" obligation to delinquent owners — a provision
that does not exist in the Bylaws, and a practice about which the manager wrote the same
day: "To be clear we don't know that it has ever been done." On information and belief,
directors were separately given budget- and litigation-timing explanations matching neither.

1 99. The change was asymmetric: election day moved forty-two days, while the June 12
2 nomination deadline was left frozen — closing the candidate field on the original calendar
3 while extending every other advantage of time to the incumbents' side of the ballot.

4 100. The postponement injured Cross-Complainant as a declared candidate and as a
5 member entitled to a lawfully conducted election. She seeks a declaration that the
6 postponement was invalid under either governance framework, and conduct orders sufficient
7 to protect the September 26, 2026 election.

8 NINTH CAUSE OF ACTION Administration of Elections Without Lawful Safeguards (Against
9 Cross-Defendants Association and Keating)

10 101. Cross-Complainant incorporates all preceding paragraphs.

11 102. The Davis-Stirling framework requires an independent inspector or inspectors of
12 elections (§5110), prescribed pre-ballot and ballot notices to all members (§5115), and
13 adopted election rules applied as written (§5105). The Association knows how to comply: its
14 2024 election was administered by an election chair with an independent third-party
15 inspector, Business Connections, under a pre-ballot notice expressly invoking Civil Code
16 section 5115(b) and sent to all owners. The Bylaws' own election architecture (Art. V)
17 requires the same fundamentals of notice and count integrity on their own terms. Nor is this
18 the first attempt to move the Ranch out of the framework — and the Association itself never
19 stopped adhering to the Act. Between 2002 and 2006, an administrative alteration of the
20 Ranch's public report, concealed from the membership and made, on information and belief,
21 at the instance of a single director acting without board authority, was accompanied by
22 assertions that the Act no longer applied. The membership's answer was electoral: owners
23 organized behind corrective candidates in the 2005 and 2006 elections, the principal
24 proponent of reclassification withdrew his candidacy, and the alteration was exposed and
25 reversed, as alleged in the Introduction. On information and belief, a renewed episode of
26 noncompliance in 2011–2012 ended the same way. The safeguards this cause of action
27 addresses are the machinery of that remedy — used by this membership every time this has
28 been attempted.

103. The 2025 election was conducted with no inspector of elections. Cross-
Complainant's candidate statement was redacted before distribution — the candidate-
statement process was overseen by Cross-Defendant Miller, who had been appointed

1 Election Committee chair on February 22, 2025, and, on information and belief, the
2 redaction was made at her direction; the excised passage — approximately fourteen words
3 — was Cross-Complainant's call for the members not to re-elect the two incumbent directors
4 whose seats were on that ballot. Cross-Complainant lost the final seat by one vote. The
5 original and redacted statements are both exhibits in the record of this action.

104. For the September 26, 2026 election: no pre-ballot notice has been sent to all
6 members, and no agenda or minutes disclose the appointment of any inspector. Cross-
7 Complainant twice placed the remedy in the Board's hands: her April 18, 2026 dispute-
8 resolution package included a proposed board resolution expressly directing an inspector of
9 elections to prepare and distribute the ballot materials (Resolution 26-002, ¶3 — delivered in
10 editable form, in advance and in print), and on June 26, 2026 she proposed a stipulation that
11 an inspector be appointed by board resolution "consistent with past practices." The
12 Association acted on neither. On August 10, 2026 — with ballots announced to mail the
13 week of August 17 — an election notice directed owners for the first time to "Business
14 Connections" for ballot assistance, disclosed no appointment or terms, stated without
15 explanation of source or method that "at least 230 valid ballots" would be required, and did
16 not state how many seats are to be filled.

105. The figure of 230 corresponds to no quorum provision, resolution, court order, or
17 disclosed computation. The denominator restriction it reflects — "quorum requirements will
18 be 25% of owners in good standing" — entered the Association's records on February 22,
19 2025, announced as a consequence of the same unvoted renunciation alleged above; it was
20 adopted by no member vote and by no election rule adopted under any framework. The
21 Association's own numbers chart its effect: the June 12, 2024 pre-ballot notice stated the
22 quorum as twenty-five percent "of the entire membership"; 246 ballots were required in
23 2025 under the good-standing restriction; "at least 230" in 2026 — a denominator whose
24 composition, computation, and keeper have never been disclosed to the members asked to
25 satisfy it — while the Association simultaneously maintains in this action that the statutory
26 framework governing quorum and election rules does not bind it. The Association's counsel
27 put the mechanism in writing on January 2, 2026, in a letter copied to the Association's
28 Board of Directors: if the Ranch were a CID, the ballot-denial rule "would control regardless
of what the Bylaws say"; "[b]ecause R-Wild is not a CID, however, the Association may
enforce its Bylaws as written" — for, in his words, "Davis-Stirling is an impediment as to

1 quorum issues." The "impediment" was, at that moment, the subject of Cross-Complainant's
2 own pending petition to lower the quorum permanently and lawfully — relief the
3 Association refused to join and chose instead to litigate against; the burden being escaped is,
4 on information and belief, the cost of the postage required to mail ballots to owners not in
5 good standing. And the Bylaws counsel promised to "enforce as written" fix no quorum
6 census at all: they provide that owners in good standing are entitled to vote — an entitlement
7 any owner may perfect by payment while the polls remain open — so even the Association's
8 preferred framework supplies no mechanism that yields a predetermined figure of 230.

9 106. Cross-Complainant — a candidate on the September 26 ballot — seeks: a declaration
10 that the election must be administered with a lawfully appointed independent inspector,
11 prescribed notices, and a disclosed quorum methodology; orders sufficient to secure those
12 safeguards before ballots are counted; and the civil remedies of Civil Code section 5145 for
13 the violations alleged, or the equivalent relief available under the Corporations Code and the
14 governing documents.

15 TENTH CAUSE OF ACTION Wrongful Candidate Disqualification and Interference with
16 Candidacy (Against Cross-Defendants Association and Keating)

17 107. Cross-Complainant incorporates all preceding paragraphs.

18 108. Cross-Complainant submitted her 2026 candidacy on April 2, 2026. Her assessments
19 are current and she is a member in good standing.

20 109. Cross-Defendant Keating stated, in open board meeting and directly to Cross-
21 Complainant, that candidates in litigation with the Association would be subject to
22 disqualification review. No such ground exists in the CC&Rs, the Bylaws, or any adopted
23 election rule. If the Davis-Stirling framework applies, Civil Code section 5105 prohibits
24 disqualification on grounds not specified in the governing documents; if it does not,
25 Corporations Code section 7224 and the governing documents supply no such ground either.
26 The threat is unlawful under both frameworks. The threat had company: at an open board
27 meeting, after Cross-Defendant Calzada told Cross-Complainant she was not permitted on
28 Association property for non-payment of dues — while she was lawfully attending the
meeting, having given the Board prior written notice that her dues were held in escrow
pending the Association's performance of its own obligations — Wayne Miller, Cross-
Defendant Miller's husband, attending as an owner, stated that she should not be permitted at

1 the meeting at all. Both positions were abandoned when she challenged them directly, and
2 neither had any basis in Civil Code section 4925 or the governing documents.

3 110. The threat sits in a documented pattern of candidacy interference: in 2022, the annual
4 election was cancelled by a notice reciting that no resumes had been received, although the
5 Association's own published deadline was June 10, 2022, its own sign-out sheet recorded
6 candidate participation before that deadline, and its own office held a returning candidate's
7 resume with instructions to reuse it; no deficiency was ever communicated to any signed-up
8 candidate. In 2023, the posted election rules were changed verbally, mid-cycle, at an open
9 meeting, less than a week before ballots were to be mailed. In 2024, the candidacy deadline
10 was moved from June 1 to May 24 within the sixty-day window, and three candidates —
11 including Cross-Complainant — were disqualified on grounds misapplied from or absent
12 altogether from the governing documents. In 2025, Cross-Complainant's candidate statement
13 was redacted before distribution. In 2026, the election was postponed mid-process while the
14 nomination deadline stayed frozen.

15 111. On information and belief, Cross-Defendant Keating has since told an owner that
16 litigation against the Association would not disqualify a candidate; that reversal has never
17 been communicated to the membership, leaving the in-meeting threat standing as the Board's
18 last public word on the subject.

19 112. Cross-Complainant seeks a declaration that litigation with the Association is not a
20 lawful ground for candidate disqualification, and reserves the right to seek emergency relief
21 upon any attempt to disqualify her candidacy on that or any other pretextual basis before or
22 during the September 26, 2026 election.

23 ELEVENTH CAUSE OF ACTION Tortious Interference with Election Rights (Against Cross-
24 Defendants Association and Keating)

25 113. Cross-Complainant incorporates all preceding paragraphs.

26 114. On January 30, 2026, the Association distributed a communication through its
27 official Constant Contact platform to approximately 800 recipients on the Association's
28 voluntary email list — a list maintained without correlation to the Association's ownership
or billing records, which on information and belief includes persons who no longer own
interests and omits owners never added to it — an audience substantially overlapping the
electorate for the 2026 election. The communication named Cross-Complainant and

1 represented that the January 27, 2026 demurrer ruling denied her request for relief. A ruling
2 on demurrer is a pleading determination; her case remained pending, and the two cases have
3 since been consolidated at the Association's own request — so the communication
4 misrepresented the status of the very proceeding in which this pleading is filed.

5 115. The communication issued approximately four months before the candidacy deadline
6 and six months before the scheduled election, funded by member assessments, carrying the
7 imprimatur of official Association communication, to the audience that would vote on her
8 candidacy. Nor was it isolated: the Association placed Cross-Complainant's name on its
9 published meeting agendas repeatedly through the first months of 2026 — over her spoken
10 objections, her request that her name be removed or her owner number used instead, and her
11 citation of the rules governing the use of the Association's publications — and the practice
12 continued until she reduced the objection to writing.

13 116. The act alleged in this cause of action is the misrepresentation to the electorate —
14 not the filing or prosecution of any litigation. The misrepresentation interfered with Cross-
15 Complainant's rights as a candidate and her prospective electoral advantage, and was
16 intended to.

17 117. Cross-Complainant seeks: (a) damages according to proof; (b) an injunction against
18 further communications misrepresenting active court proceedings to the membership; and
19 (c) an order requiring a corrective communication through the same platform to the same
20 distribution list, its content approved jointly by the parties or, absent agreement within
21 fourteen days of the order, settled by the Court — substantially in the form filed as Exhibit
22 H to the First Amended Cross-Complaint.

23 TWELFTH CAUSE OF ACTION Improper Alteration of Official State Records During Litigation
24 (Against Cross-Defendants Association, Keating, Miller, and Halbasch)

25 118. Cross-Complainant incorporates all preceding paragraphs.

26 119. The Association's authorized agents filed sworn statements with the California
27 Secretary of State identifying the Association as a common interest development under the
28 Davis-Stirling Act on three independent occasions: May 21, 2021 (signed by the then-ranch
manager); August 22, 2023; and May 2, 2025 — the last filed after the February 2025
renunciation, listing Cross-Defendant Keating as CEO, Cross-Defendant Miller as Secretary,

1 Cross-Defendant Halbasch as CFO, and the Association's litigation counsel as agent for
2 service of process.

3 120. On July 15, 2025 — nineteen days after the Association's counsel declared in open
4 court that the Ranch is not a common interest development, and while this consolidated
5 action was pending — a "Filing Office Administrative Action Statement" changed the
6 Association's entity classification from "Nonprofit Mutual Benefit — Common Interest
7 Development Corporation" to plain "Nonprofit Mutual Benefit," citing a "data entry error."
8 The correction reached back to the 2021 filing — not to the 2023 or May 2025 filings whose
9 dates would have made its coordination with this litigation apparent. Eight days later, a new
10 statement was filed on the plain nonprofit form, omitting any CID declaration. The same
11 signatory attested to the May 2, 2025 CID statement and the July 23, 2025 non-CID
12 statement; both cannot be true.

13 121. The "data entry error" recital is demonstrably false: the Secretary of State would
14 have had to make the identical error three times, in response to three sworn filings, by two
15 signers, on three form types — while the Association simultaneously litigated, collected
16 assessments, and communicated as what those filings said it was. The Association's
17 employee whose credentials were used for the filings has acknowledged, in a conversation
18 memorialized in a declaration filed in this action, that he gave his Secretary of State login
19 credentials to an unidentified person and did not know what had been filed under them. Nor
20 can the Board claim to have discovered an error: its own minutes of February 22, 2025
21 record its awareness that the Secretary of State listed the Ranch as a CID, and its counsel's
22 advice that the designation "does not hold any legal weight." A classification the Association
23 had been publicly disputing since February — and swore to affirmatively on May 2 — was
24 not a data entry error awaiting silent correction in July.

25 122. Cross-Complainant discovered the filing sequence on approximately April 26, 2026
26 and the credentials admission on approximately April 29, 2026; claims arising from these
27 acts were not reasonably discoverable earlier.

28 123. Cross-Complainant seeks: (a) a declaration that the July 15, 2025 correction filing is
improper and without legal effect; (b) an order requiring the Association to restore its
Secretary of State classification consistent with its sworn filings; and (c) her costs.

1 PRAYER FOR RELIEF

2 WHEREFORE, Cross-Complainant prays for judgment against Cross-Defendants as follows:

3
4 ON THE DECLARATORY COUNTS:

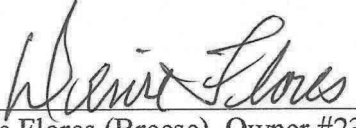
- 5 1. A declaration that R-Wild Horse Ranch is a common interest development within the
6 meaning of the Davis-Stirling Act;
- 7 2. A declaration that the February 22, 2025 renunciation is void, no vote of the members
8 having been noticed, proposed, or taken — no constitutive document of the Association
9 (Articles Art. Eight; Bylaws Art. XII; CC&Rs ¶12) permitting its directors to alter its
10 governing framework without the members;
- 11 3. A declaration that the September 16, 2025 Option and Lease Agreement is void ab initio for
12 the reasons stated in ¶55(e), and that the Association lacked capacity to grant exclusive
13 possession of property held in fee by 2,890 owners as tenants in common;
- 14 4. A declaration that the May 28, 2026 postponement was invalid under either governance
15 framework;
- 16 5. A declaration that pending litigation with the Association is not a lawful ground for
17 candidate disqualification;
- 18 6. A declaration that the July 15, 2025 Secretary of State correction filing is improper and
19 without legal effect, with an order restoring the classification consistent with the
20 Association's sworn filings;
- 21 7. A declaration that the operational dismantling that followed February 22, 2025 was without
22 lawful authority;

23 INJUNCTIVE AND CONDUCT RELIEF: 8. A preliminary and permanent injunction suspending
24 all performance, construction, and installation under the September 16, 2025 lease, prohibiting the
25 Association from representing its validity to any third party, and requiring notice of this challenge
26 to the lease counterparties; 9. Orders securing the September 26, 2026 election: appointment of an
27 independent inspector of elections by board resolution; issuance of the prescribed notices to all
28 members; disclosure of the quorum methodology; and such supervision of the count as the Court
deems proper; 10. An injunction against further member communications misrepresenting active
court proceedings, and the corrective communication described in ¶117(c); 11. An order compelling
production of the records demanded May 15–20, 2026; correction of the falsified June 20, 2026

1 minutes; an order requiring the Association to identify every board action taken or developed
2 outside a noticed meeting since January 2023, to produce the written record of each — including
3 any email thread by which the action was discussed, decided, or consented to — and to file those
4 records, redacted as necessary, with the corporate minutes; and maintenance and production of
5 records as the law requires;

6 MONETARY AND ANCILLARY RELIEF: 12. Civil penalties for each timely violation under
7 Civil Code sections 4955 and 5145, and statutory penalties and costs under Civil Code section
8 5235; 13. Damages according to proof on the Third, Fourth, Fifth, Sixth, and Eleventh Causes of
9 Action; 14. A surcharge against Cross-Defendants Keating, Miller, and Halbasch under
10 Corporations Code section 7233 for assessment funds expended without authorization, including
11 litigation and professional fees and lease-related costs; an accounting of all reserve and capital-fund
12 transfers since February 23, 2025; and an order requiring submission of a corrected W-9 to the lease
13 counterparty consistent with the Association's Articles of Incorporation; 15. Exemplary damages
14 against Cross-Defendant Keating pursuant to Civil Code section 3294 (§70); 16. Judicial removal
15 from office of any director found to have engaged in fraudulent or dishonest acts or gross abuse of
16 authority, pursuant to Corporations Code section 7223; 17. Costs of suit; and attorney fees pursuant
17 to Civil Code sections 5975 and 5145(b) if and to the extent Cross-Complainant is represented by
18 counsel; 18. Interest as permitted by law; and 19. Such other and further relief as the Court deems
19 just and proper.

20 DATED: August 13, 2026

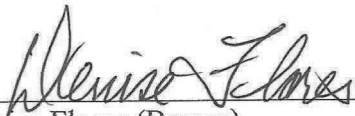
21 
22 _____
23 Denise Flores (Breese), Owner #2357 Defendant and Cross-Complainant, In Pro Per

24 VERIFICATION (Code Civ. Proc. §446)

25 I, Denise Flores (Breese), am the Cross-Complainant in the above-entitled action. I have read the
26 foregoing Second Amended Cross-Complaint and know its contents. The matters stated in it are true
27 of my own knowledge, except as to those matters stated on information and belief, and as to those
28 matters, I believe them to be true.

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

3
4
5 Executed on August 13, 2026, at Red Bluff, California.

6 
7 _____
8 Denise Flores (Breese)

9
10 **EXHIBIT LIST**

11 Exhibit A: September 4, 2025 memorandum of Association counsel regarding the cell tower lease

12 Exhibit B: November 19, 2025 supplemental memorandum of Association counsel

13 Exhibit C: April 24–25, 2026 written exchange between Association counsel and the former Cell
14 Tower Committee chairperson (also filed as Exhibit P to the First Amended Cross-Complaint)

15
16 All other documents referenced in this pleading are pled by date and description; those already filed
17 in this consolidated action are cited to the court file.

18
19 **APPENDIX**
20 **INDEX OF COURT-FILE DOCUMENTS CITED IN THIS PLEADING**
21 (Provided for the convenience of the Court)

22 The documents below are cited in this pleading by date and description. Each is already part of the
23 record of this consolidated action; the filing and exhibit references are provided for ease of location.
24 “FACC Ex.” = exhibit to the First Amended Cross-Complaint (May 13, 2026); “Reply ISO Ex.” =
25 exhibit to the Reply in Support of the Motion to Strike (April 29, 2026); “Errata Supp. Ex.” =
26 supplemental exhibit to the Errata Supplement (April 28, 2026); “Writ 1” = the writ record in No.
27 24CI-000010 (filed January 19, 2024); “DSO” = declarations in support, stamped separately.
28 Exhibits A through C to this pleading re-attach three of these documents.

This pleading cites at	Document	Where it is in the record
¶¶10, 41	Recorded chain of title: 1969 Wild Horse Mesa map (Bk. P, pp. 118–126); 1973 Parcel Map No. 270 (Bk. 1, pp. 92–93); 1983–84 reconveyances; 1984 Reversion to Acreage, Tract 1001 (Bk. V, pp. 31–32)	FACC Exs. S, R; Reply ISO Mot. to Strike (filed Apr. 29, 2026) Exs. 1, 2
¶11	DRE Public Reports, File No. 010274SA: A02 (May 24, 1985, with common-interest classification page), A07, A08, A09, A10	FACC Ex. X; Reply ISO Ex. 10
Introduction; ¶45	Articles of Incorporation (July 31, 1969) and Certificate of Amendment (signed May 20, filed May 22, 1985 — IRC §528 declaration)	FACC Ex. BB; Reply ISO Ex. 12
¶13(d)	RWHR Owners’ Assn. v. Trumball, No. 19SC-000188 (filed Sept. 19, 2019)	FACC Ex. HH; Reply ISO Ex. 6
¶13(e); ¶¶119–120	California Secretary of State filing sequence — five filings, 2021–2025, with April 2026 end-state screenshot	FACC Ex. W; Errata Supp. (filed Apr. 28, 2026) Ex. 17; Reply ISO Ex. 17
¶13(f); ¶45	IRS tax-exempt record, EIN 94-1700759 — 501(c)(7) pleasure, recreational, or social club; ruling August 1970; Form 990 requirement	FACC Ex. II
¶14	The two 2006 attorney opinions (Bonney, June 29; McCarthy, July 10, 2006)	FACC Ex. DD; Reply ISO Ex. 9
¶14	February 5, 2007 McCarthy letter to DRE Managing Deputy Commissioner of Subdivisions (eight grounds); December 2006 Secretary’s letter; reports A09–A10	FACC Ex. EE; Reply ISO Ex. 16
¶14	December 14, 2002 board resolution and January 18, 2003 member minutes; the 2002 document set (Blake letter, work-session notes, Neely response)	FACC Ex. CC; Reply ISO Exs. 5, 11
¶¶18–19	Drake email of Dec. 18, 2024; Oliver–Keating exchange of Dec. 21, 2024; Feb. 23, 2025 Constant Contact announcement	FACC Exs. GG(a)–(b), F; Reply ISO Ex. 13; Errata Supp. Ex. 18
¶22	davis-stirling.com “Non-CID Developments” page as captured April 25, 2026	Reply ISO Ex. 14
¶35	June 12, 2024 Pre-Ballot Notice (Election Chair; Civ. Code §5115(b))	FACC Ex. D(c)
¶17	November 2024 quorum petition, memorandum (“R-WILD is a Common Interest Development...”), December 2024 order, and supporting declarations; March 22, 2024 verified Answer	No. 24CI-000751 (consolidated record); FACC Ex. D(a)–(b); Reply ISO Ex. 7
¶¶41, 45	Executed Option and Lease Agreement package of Sept. 16, 2025, including Owner’s Affidavit, W-9 (redacted), and EFT authorization	FACC Ex. A

This pleading cites at	Document	Where it is in the record
¶42	Cell Tower Committee chairperson’s written warning of July 25, 2025	FACC Ex. N
¶43; Ex. A hereto	September 4, 2025 memorandum of Association counsel	FACC Ex. B; re-attached here as Exhibit A
¶46; Ex. B hereto	November 19, 2025 supplemental memorandum (§2(t))	FACC Ex. O; re-attached here as Exhibit B
¶46; Ex. C hereto	April 24–25, 2026 Oliver–Stevens written exchange	FACC Ex. P; re-attached here as Exhibit C
¶¶32, 66, 92	2022 executive-session minutes (redacted), January–December 2022	Writ 1, Ex. F, No. 24CI-000010 (filed Jan. 19, 2024)
¶¶66, 110	2022 election notice and candidate sign-out sheet; June 17, 2023 mid-cycle rule-change record	Writ 1, Ex. D, No. 24CI-000010 (filed Jan. 19, 2024)
¶¶29, 65, 78, 96, 98	Declarations in Support of (DSO) Reply Opposition, filed June 29, 2026 (Election TRO): Declarations of Cross-Complainant and of Cody Oliver, with exhibits, incl. Suppl. Decl. Ex. F (manager’s June 20, 2026 emails)	DSO Court file, June 29, 2026 (Reply Opposition), Ex. F — Election TRO (stamped separately)
¶¶103, 108, 110	2025 election documentation: June 18, 2025 submission-rule complaint; July 23, 2025 redaction challenge; the candidate statement as submitted and as mailed (approx. fourteen words removed); Sept. 4, 2025 IDR notice	Errata Supp. (filed Apr. 28, 2026) Ex. 19(a)–(e); Supp. Decl. ¶6
¶104	April 18, 2026 dispute-resolution solution package, including proposed Resolution 26-002 (inspector of elections)	FACC Ex. V
¶¶114, 117	January 30, 2026 Association communication; proposed form of corrective notice	FACC Exs. G, H
¶121	Declaration of Cody Oliver re April 29, 2026 conversation with Association employee (Secretary of State credentials) — filed separately	Court file, filed separately, (filed April 30, 2026)

/ / /

/ / /

EXHIBIT A

Memorandum of Clifford W. Stevens, Neumiller & Beardslee,
to the R-Wild Horse Ranch Owners' Association Board of Directors
dated September 4, 2025
re: the cell tower lease ("Assured Development Lease")

Previously filed in this action as Exhibit B to the First Amended Cross-Complaint (May 13, 2026)

NEUMILLER & BEARDSLEE
A Professional Corporation

Memorandum

TO: R-Wild Board of Directors
FROM: Clifford W. Stevens
DATE: September 4, 2025

RE: Assured Development Lease

With the understanding that this memo will likely be distributed to the membership, I have been asked to provide my opinion on the following three questions:

- 1) Is it lawful for the Board to enter into a Land Use Agreement (“Lease”) with Assured Development to construct a Communications Tower on the Ranch;
- 2) Does the Lease with Assured require approval of the owners pursuant to Section 2(o) of the CC&Rs; and
- 3) Does the signing of the Assured Development Lease create personal liability for individual directors and, if so, what is and is not covered by R-Wild insurance.

My responses are below:

- 1) **The Board has the legal authority to enter into a Lease with Assured Development for the construction of a Communications Tower on the Ranch.**

Authority is based on the following CC&R provisions:

2. POWERS OF R-WILD HORSE RANCH OWNERS' ASSOCIATION. The administration, operation, maintenance, repair and restoration of the Property, and the common furnishings, and any alterations and additions thereto, shall be the responsibility of the Association. The Association, acting alone in its sole and absolute discretion (through its Board, its officers, or other duly authorized representatives) may, subject to the provisions of the Association's Articles of Incorporation, the Bylaws and this Declaration, exercise any and all rights and power hereinafter enumerated and, except as specifically limited herein, all the rights and powers of a non-profit mutual benefit corporation under the laws of the State of California.

The management, maintenance and repair of the Property, the acquisition (by purchase or lease), maintenance, repair and replacement of the Common furnishings, the administration of all matters relating to the use and occupancy of the Property and Units, and payment, as agent, of expenses and costs enumerated in this Declaration shall be under the direction and control of the Association. The Association shall have the duty to maintain, and repair the Property, to acquire (by lease or purchase), maintain, repair, and dispose of Common furnishings as needed, to administer the operations described herein and to levy, collect and enforce the assessments enumerated in this Declaration. The Association shall have the exclusive possession of each Unit at all times when not occupied, for the performance of maintenance and repairs on such Unit. The Association shall have the power to do all things that are required to be done by it pursuant to this Declaration, either through itself or through the delegation of its powers to committees, officers, or employees of the Association without limitation of the foregoing powers and duties, the Association is expressly authorized in its sole discretion and on behalf of the owners to do any or all of the following:

- (i) May do any and all lawful things which may be advisable, proper, authorized or permitted to be done by the Association under and by virtue of any condition, covenant, restriction, reservation, charge, or assessment affecting R-WILD HORSE RANCH, or any portion thereof, and to do and perform any and all acts which may be either necessary for or incidental to the exercise of any of the foregoing powers, or for the peace, health, comfort, safety, or general welfare of its members.
- (p) Subject to the limitations set forth in this general paragraph may do any and all things that a corporation organized under the laws of the State of California may lawfully do, and generally may do and perform any and all other acts which may be either necessary for, or proper or incidental to, the exercise of any of the foregoing powers, and such powers as are granted by the provisions of the laws of the State of California to a corporation.

- (q) May acquire by gift, purchase, or otherwise may own, hold, enjoy, operate, maintain, and may convey, sell, transfer, mortgage, or otherwise encumber, dedicate for public use, or otherwise dispose of real or personal property in connection with the business of the Association; provided, however, the Association shall not acquire real property by purchase or lease without first obtaining the written consent therefor from sixty-six and two-thirds percent (66-2/3%) of all members, and sixty-six and two thirds percent (66-2/3%) of all members other than Developer.
 - (r) Shall, upon the affirmative vote of sixty-six and two thirds percent (66-2/3%) of the members entitled to vote on this issue, and subject to the following provisions, have the right and power to sell and convey all or any portion of R-WILD HORSE RANCH.
4. **USE OF RANCH.**
- (c) No above-ground or underground structure or fixture of any kind or nature and no fences of any kind shall be created, maintained, or permitted upon any portion of R-WILD HORSE RANCH, excepting only the perimeter fences, and any other structures or fixtures which are in place upon Developer's completion of improvements without prior written permission of the Board of Directors of the Association. No owner, guest, or person whomsoever shall place, store or keep or permit to be placed, stored or kept, upon any portion of the R-WILD HORSE RANCH, any vehicle, personal property, or any building material or materials of any kind or nature without the prior permission of the Board of Directors of the Association.

These provisions confirm that the Association, acting through the Board and without a vote of the Owners, has broad powers to both lease portions of the property and also allow the construction of towers on the property. CC&R Sections 2 (j) and 2 (p) are quite broad and provides expansive authority by which the Board may act. In short, if the CC&Rs do not prohibit it, the Board has the authority to any act pursuant to the authority granted to it by the State of California.

The Bylaws have an additional provision that confirms the authority. The provision is found in Article II, Section 2 that specifically authorizes notes the authority of the Association (acting through the Board) to lease real property:

- Section 2. POWERS. The Association shall do whatever is necessary, conducive, incidental or advisable to accomplish and promote its object and purposes, except carrying on a business or trade for profit, and in connection therewith shall have powers including, but not limited to, the following:
- (e) To own, hold, enjoy, lease, operate, maintain, convey, sell, assign, transfer, mortgage or otherwise encumber, or dedicate for public use, any real or personal property owned by it;

While a bylaw provision cannot violate a provision of the CC&Rs, this provides authority to lease real property and is not in conflict with the CC&Rs.

2) **The approval of the Lease is not subject to Section 2(o) of the CC&Rs and does not require a vote of the owners.**

CC&R Section 2 (o) states:

- (o) Subject to the written consent therefor from fifty one percent (51%) of all members, and fifty-one percent (51%) of all members other than Developer, may borrow money, may mortgage, pledge, deed in trust, or hypothecate any or all of its real property as security for money borrowed or debts incurred.

Section 2 (o) is does not apply to the Lease. The Lease does not involve a situation where R-Wild is borrowing money. The provision is irrelevant to the situation and has no application to the situation with the Assured Development Lease.

3) **Board members who sign the Assured Development Lease are generally shielded from personal liability when acting within their official duties and in good faith. The Association's Errors and Omissions insurance is expected to cover such actions, and**

R-Wild would likely be required to indemnify directors for any liabilities exceeding policy limits. This protection applies only to actions taken on behalf of R-Wild in good faith and does not extend to intentional acts beyond their authority, willful misconduct, or gross negligence—none of which are relevant in this case.

Board members who sign the Assured Development Lease are generally protected from personal liability as long as they act within the scope of their duties, in good faith, and with the belief that their actions are in the best interests of the corporation. Under California Corporations Code Section 5231, directors of nonprofit corporations are not personally liable for decisions made in their official capacity unless they engage in self-dealing, intentional misconduct, or gross negligence. This legal protection allows directors to fulfill their responsibilities confidently and without undue personal risk.

The Association's Errors and Omissions (E&O) insurance policy is expected to cover claims arising from alleged errors or omissions related to board decisions, including contracts like this Lease. This coverage generally protects directors from personal financial exposure for good faith actions taken within their authority. Additionally, the corporation is typically obligated to indemnify directors for liabilities incurred while acting properly within their roles. However, this protection and insurance coverage would not apply to personal liability resulting from actions intentionally taken outside their authority, willful misconduct, or gross negligence, none of which are applicable in this situation.

This framework, grounded in California law, is supported by insurance protections, provides strong safeguards for directors signing the lease in their official capacity, thereby ensuring they are shielded from personal liability for prudent, good faith decisions on behalf of the corporation.

It is important to note that baseless or frivolous litigation is an unfortunate reality that cannot be completely avoided if someone is determined to file a lawsuit. However, the Association's Errors and Omissions insurance is designed to cover legal defense costs and other expenses arising from such claims. This insurance protection helps ensure that R-Wild board members are not personally financially burdened by unfounded claims, allowing them to serve confidently without fear of undue legal exposure.

EXHIBIT B

Supplemental Memorandum of Clifford W. Stevens, Neumiller & Beardslee,
dated November 19, 2025

re: CC&Rs section 2(t) — issued after owner demand,
confirming the provision's omission from the September 4, 2025 memorandum

Previously filed in this action as Exhibit O to the First Amended Cross-Complaint (May 13, 2026)



Denise Flores <dflores4dist1@gmail.com>

Fwd: Attorney Memorandum, Tower Land Lease

6 messages

Cody <cody@gonesilent.com>
To: dflores4dist1@gmail.com

Sun, Sep 28, 2025 at 7:35 PM

----- Forwarded message -----

From: Brian J. Keating <bkeating@rwildhorseranch.net>
Date: Thu, Sep 4, 2025 at 1:23 PM
Subject: Attorney Memorandum, Tower Land Lease
To: directors <directors@rwildhorseranch.net>
Cc: Frank Clifton <feclifton@gmail.com>, <Rmbalcioni@gmail.com>, Cody <cody@gonesilent.com>, <tina808milligan@gmail.com>, <heather@calzadafamily.net>

Hello Directors and Tower Committee,

I asked our lawyer, Cliff, to put together a memorandum that could be shared with our members, without neglecting the attorney-client privilege of previous communications with the board regarding this land lease for the cellular tower. Please review the file I've attached. Thank you for your efforts on this project.

Brian

 **2025-09-04-Memo to R-Wild Board of Directors.pdf**
1131K

Cody <cody@gonesilent.com>
To: Denise Flores <dflores4dist1@gmail.com>

Mon, Nov 17, 2025 at 7:47 PM

----- Forwarded message -----

From: Cody <cody@gonesilent.com>
Date: Mon, Nov 17, 2025 at 7:08 PM
Subject: Re: Attorney Memorandum, Tower Land Lease
To: Brian J. Keating <bkeating@rwildhorseranch.net>
Cc: directors <directors@rwildhorseranch.net>, Frank Clifton <feclifton@gmail.com>, <Rmbalcioni@gmail.com>, <tina808milligan@gmail.com>, <heather@calzadafamily.net>

""With the understanding that this memo will likely be distributed to the membership""

Dear Mr. Stevens:

We are members of R-Wild Horse Ranch reviewing your September 4, 2025 opinion regarding the Assured Development lease. Your opinion fails to address CC&Rs Section 2(t), which appears directly relevant to the 25-year lease term. Please clarify:

Are you aware of Section 2(t)?
Why was it not analyzed in your opinion?
Do you maintain the Board has authority despite Section 2(t)?

We request a supplemental opinion addressing Section 2(t) and Bylaws

Article VI, Section 1(t)(1).

On Mon, Nov 17, 2025 at 6:52 PM Cody <cody@gonesilent.com> wrote:

>
 > The Attorney Cites:
 > Section 2(j): Association may do "any and all lawful things"
 > Section 2(p): Association has powers of California nonprofits
 >
 > What The Attorney Ignores:
 > CC&Rs Section 2(t) - THE EXPLICIT ONE-YEAR LIMIT:
 > The attorney completely fails to mention the most critical provision:
 >
 > "Notwithstanding the powers of the Association as set forth above,
 > neither the Association...shall enter into a contract with a third
 > person...for a term longer than one (1) year unless authorized by a
 > simple majority of Owners"
 >
 > The phrase "Notwithstanding the powers of the Association as set
 > forth above" means:
 >
 > DESPITE the broad powers in Sections 2(a) through 2(s)
 > DESPITE the general authority granted
 > Section 2(t) LIMITS and RESTRICTS those powers
 >
 > The Attorney's Argument Fails Because:
 >
 > 1. Section 2(t) Explicitly Restricts Section 2(j) and 2(p)
 >
 > The attorney says: "Sections 2(j) and 2(p) are quite broad and provide
 > expansive authority"
 >
 > BUT Section 2(t) literally begins:
 >
 > "Notwithstanding the powers of the Association as set forth above"
 >
 > This is legal drafting 101: "Notwithstanding" creates an exception to
 > everything that came before.
 >
 > Analogy:
 >
 > General rule: "You can drive anywhere you want"
 > Specific exception: "Notwithstanding the above, you cannot exceed 65 mph"
 > Attorney's argument: "The general rule says I can drive anywhere, so
 > speed limits don't apply"

[Quoted text hidden]

Cody <cody@gonesilent.com>

Mon, Nov 17, 2025 at 8:23 PM

To: Denise Flores <dflores4dist1@gmail.com>

----- Forwarded message -----

From: Cody <cody@gonesilent.com>

Date: Mon, Nov 17, 2025 at 8:20 PM

Subject: Re: Attorney Memorandum, Tower Land Lease

To: Brian J. Keating <bkeating@rwildhorseranch.net>

Cc: directors <directors@rwildhorseranch.net>, Frank Clifton

<feclifton@gmail.com>, <Rmbalcioni@gmail.com>,

<tina808milligan@gmail.com>, <heather@calzadafamily.net>

Why This Triggers Section 2(o):1. The Association is "Pledging" the PropertySection 2(o) prohibits the Association from pledging "any or all of its real property" without 51% member approval.By consenting to Tenant's mortgage rights, the Association is:

Allowing its property to be encumbered by third-party lenders
Permitting liens against the property
Enabling foreclosure on the property by Tenant's lender
Effectively pledging the property as security for Tenant's debts
This is exactly what Section 2(o) prohibits without member approval.

[Quoted text hidden]

Cody <cody@gonesilent.com>
To: Denise Flores <dflores4dist1@gmail.com>

Thu, Nov 20, 2025 at 9:13 PM

----- Forwarded message -----

From: Brian Keating <bkeating@rwildhorseranch.net>
Date: Thu, Nov 20, 2025 at 6:40 PM
Subject: Re: Attorney Memorandum, Tower Land Lease
To: Cody <cody@gonesilent.com>
Cc: directors <directors@rwildhorseranch.net>, Desi Calzada
<dcalzada@rwildhorseranch.net>

Cody,

Please see the attached Supplemental Memorandum from Cliff per your requested correspondence from the email you sent me. I hope this helps.

Once again, thank you for reviewing the contract and the suggestions you made. I will be sure to get the signed copy to you as soon as the office can have it ready, so that you can be confident that we made all the changes you suggested, except for increasing the liability insurance.

Thank You,
Brian

On Nov 17, 2025, at 9:43 PM, Cody <cody@gonesilent.com> wrote:

Our Attorney's argument:

"Section 2(o) does not apply to the Lease. The Lease does not involve a situation where R-Wild is borrowing money."

Why This is Incorrect:

Section 2(o) doesn't just prohibit borrowing money.

It prohibits:

Borrowing money, OR
Mortgage, OR
Pledge, OR
Deed in trust, OR
Hypothecate

"any or all of its real property as security for money borrowed or debts incurred"

CORRECT the lease does NOT involve R-Wild borrowing money.

BUT the lease DOES involve:

Pledging the property (Tenant can mortgage the leasehold)
Hypothecating the property (encumbering it for Tenant's debts)
Using the property "as security for money borrowed or debts incurred"
(by Tenant)

[Quoted text hidden]

**2025-11-19 Assured Development Lease - Supplemental Memorandum.pdf**

145K

Cody <cody@gonesilent.com>
 To: Denise Flores <dflores4dist1@gmail.com>

Sat, Nov 22, 2025 at 3:01 PM

----- Forwarded message -----

From: Cody <cody@gonesilent.com>
 Date: Sat, Nov 22, 2025 at 2:54 PM
 Subject: Re: Attorney Memorandum, Tower Land Lease
 To: Brian Keating <bkeating@rwildhorseranch.net>
 Cc: directors <directors@rwildhorseranch.net>, Desi Calzada
 <dcalzada@rwildhorseranch.net>, <tina808milligan@gmail.com>,
 <heather@calzadafamily.ne>, <Rmbalcioni@gmail.com>, Frank Clifton
 <feclifton@gmail.com>

A 25-year, exclusive ground lease is more than a simple short-term rental; it is a significant transfer of property rights, or a "disposal" of a portion of the fee property's economic value and use rights. But OUR attorney does not agree.

The lease includes strong non-compete/exclusivity clauses, preventing the Landlord from granting similar leases for communications facilities on the property or adjacent/contiguous property.

Given the long term and the exclusive, irrevocable nature of the property rights being transferred, the association should treat the value of this transaction (the present value of the stream of rent payments over the 25-year term) as an asset sale/disposal

FMV is the present value (PV) of the future rent, which is calculated using the undiscounted gross rental value (GRV) of \$955,905.64 as the starting point.

the FMV is above the \$139,005.00 threshold, we can calculate the PV using a reasonable discount rate. For long term commercial real estate investments, discount rates typically range from 6%-10% even using a high-risk discount rate, the Fair Market Value of the lease (\$231,657) is significantly greater than the member vote threshold of \$139,005.00.

CC&R Section 4(b):

""The entire R-WILD HORSE RANCH shall be used solely for ranching, grazing, hiking, camping, horseback riding, fishing, swimming, sports and other recreational uses authorized by the Association.""

So will the board be adding to this commercial landlord, or cellular infrastructure? What will the association amend to this?

CC&R Section 4(f):

"The entire R-WILD HORSE RANCH shall be used solely for the purposes which do not provide for exemption or exceptions from the real property taxation laws"

This lease doesn't just allow a tower - it potentially allows the complete transformation of R-Wild from a vacation recreational ranch to a commercial property, with massive tax increases and permanent loss of rural character, all without member consent. The lease strips the owners of fundamental property rights - The board could lack authority to enter agreements that could fundamentally change these uses through rezoning.

Can the lawyer explain how the board can sign away owners rights to protect its zoning without member approval? Each owner owns 1/2890 (1000 real owners) of the ENTIRE ranch, meaning: any rezoning affects EVERY owner's property.

The board could next lease a gas station, a walmart, all without owner consent?

On Thu, Nov 20, 2025 at 7:35 PM Cody <cody@gonesilent.com> wrote:

>

> Thank You I will send it on for review, it will take some time.

[Quoted text hidden]

Cody <cody@gonesilent.com>

Sat, Nov 22, 2025 at 4:01 PM

To: Denise Flores <dflores4dist1@gmail.com>

even more

----- Forwarded message -----

From: Cody <cody@gonesilent.com>

Date: Sat, Nov 22, 2025 at 3:55 PM

Subject: Re: Attorney Memorandum, Tower Land Lease

To: Brian Keeting <bkeating@rwildhorseranch.net>, directors

<directors@rwildhorseranch.net>, Desi Calzada

<dcalzada@rwildhorseranch.net>, Frank Clifton <feclifton@gmail.com>,

Jessica Miller <jmiller@rwildhorseranch.net>,

<janebaldwin23@gmail.com>

I think you guys have so much that should have been looked into. My fault for failing to bring them up in WRITING but all stuff I have been saying at every board meeting. I still stick by my word that the board was more concerned about meeting a member voting quorum vs the legal aspects of does the board have the right to do such a thing.

Utility Easements, the lease grants utility easements that:

Run with the land

Can be partially assigned to utility companies

Create permanent public utility corridor

Can't be terminated even if lease ends

Creat for the ranch a public dependency on the service, "Public interest" overrides private property concerns

From the tower lease. "Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use"

Customers" = The PUBLIC, Every Verizon/AT&T customer is arguably a "customer" of the tower service.

CC&Rs established a private vacation recreational community, members bought expecting private exclusive use. Could this require a buyout of members? The board is altering what owners bought into without a vote, What is the fair market value with only 1000 owners?

[Quoted text hidden]

EXHIBIT C

Written exchange between owner Cody Oliver and Clifford W. Stevens

April 24–25, 2026

re: the authority claimed for the cell tower lease

(three successive authority theories; "The owners own the land, not the Association.")

Previously filed in this action as Exhibit P to the First Amended Cross-Complaint (May 13, 2026)



Denise Flores <dflores4dist1@gmail.com>

Fwd: R-Wild cell tower

1 message

Cody <cody@gonesilent.com>
To: Denise Flores <dflores4dist1@gmail.com>

Sat, Apr 25, 2026 at 5:40 AM

Don't share.

I played late with cliff....The Board's defense of the transaction (cell tower)has now collapsed to a moving target citation strategy in which our lawyer cited three different provisions in seventeen minutes, abandoning each when challenged. That is not a defense. It is a search for one.

----- Forwarded message -----

From: **Stevens, Cliff** <cstevens@neumiller.com>
Date: Sat, Apr 25, 2026, 1:55 AM
Subject: RE: R-Wild
To: Cody <cody@gonesilent.com>

Cody, not sure I understand your point, but to the extent you're claiming that leasing authority is limited in some way (and it is not), the broader leasing authority comes from the Association's general powers under the CC&Rs and California nonprofit corporation law. Between the general authority and the specific authority, it's plenty of authority.

Clifford Stevens
Neumiller & Beardslee
Cell: 209.598.6821
Work: 209.948.8200

-----Original Message-----

From: Cody <cody@gonesilent.com>
Sent: Saturday, April 25, 2026 1:50 AM
To: Stevens, Cliff <cstevens@neumiller.com>
Subject: Re: R-Wild

The Association has built no new facilities in my long time, just the the ones handed over to the owners after Jeff Denis.

On Sat, Apr 25, 2026 at 1:46 AM Cody <cody@gonesilent.com> wrote:

>

> The only facilities the members own are the rec center, cabins, hotel,
> store etc.. How do you class raw land as a facility? I would have
> guessed 2(m) was a carve out just for those places as the store, cafe,
> hotel used to be leased out. Over time that kind of went away.

>

>

> On Sat, Apr 25, 2026 at 1:37 AM Stevens, Cliff <cstevens@neumiller.com> wrote:

>>

>> Cody,

>>

>> The questions you're raising about Association authority over the cell tower lease are separate from the CID litigation, but here's the short answer.

>>

>> You're right that the Association doesn't hold conventional fee title to the 14,080 acres. The co-owners do. But Bylaws Article II §2(m) expressly authorizes the Association "to operate or lease the facilities owned by the members," not just facilities owned by the Association. That's the direct authority you're asking about.

>>

>> The §2(o) argument doesn't fit either. That provision applies when the Association mortgages Ranch property to secure its own debt. A tenant's right to mortgage its own leasehold is a different thing entirely and doesn't create any lien against the Ranch.

> >
> > Clifford Stevens
> > Neumiller & Beardslee
> > Cell: 209.598.6821
> > Work: 209.948.8200
> >
> > -----Original Message-----
> > From: Cody <cody@gonesilent.com>
> > Sent: Saturday, April 25, 2026 12:40 AM
> > To: Stevens, Cliff <cstevens@neumiller.com>
> > Subject: Re: R-Wild
> >
> > 3) Correct. The Association doesn't hold fee title to the parent parcel, I do, as 1 of 2,890 tenants in common and so does every other deeded owner. Bylaws Art. II §2(e) only authorizes the Association to lease real property "owned by it." What recorded instrument conveys fee title of the the cell-tower footprint to the Association such that it has standing to grant Verizon exclusive possession for 25 years plus renewals?
> >
> > The only Association owned land I'm aware of is the Vickers parcel
> > and
> > §2(q) required a 66-2/3% owner vote to acquire it, which I don't believe ever occurred.
> >
> > You can find all the board mins here
> > <https://rwildhorseranch.com/wp-content/uploads/> no password needed,.upload and edit dates and all.
> >
> > Cody
> >
> > On Fri, Apr 24, 2026 at 11:19 PM Cody <cody@gonesilent.com> wrote:
> > >
> > > I thank you for our time. Im trying to look at and reorder a
> > > jumbled stack of pages handed to me, I think you understand.
> > >
> > > On Fri, Apr 24, 2026 at 11:14 PM Stevens, Cliff <cstevens@neumiller.com> wrote:
> > > >
> > > > Hi Cody,
> > > >
> > > > Thanks for staying engaged. It is wonderful that so many people care about R-Wild.
> > > >
> > > > Quick takes on your three points:
> > > >
> > > > 1) §7515: It's a Corporations Code remedy available to any nonprofit, CID or not, and the court's order resolved the quorum issue without deciding CID status.
> > > > 2) davis-stirling.com: The page you cited is the "Non-CID Developments" page, which is exactly where R-Wild belongs.
> > > > 3) Cell tower lease: The owners own the land, not the Association. Bankruptcy isn't on the table.
> > > >
> > > > While I might not be able to respond every time you email, I appreciate your thoughtfulness to these issues.
> > > >
> > > > Clifford Stevens
> > > > Neumiller & Beardslee
> > > > Cell: 209.598.6821
> > > > Work: 209.948.8200
> > > >
> > > > -----Original Message-----
> > > > From: Cody <cody@gonesilent.com>
> > > > Sent: Friday, April 24, 2026 10:47 PM
> > > > To: Stevens, Cliff <cstevens@neumiller.com>
> > > > Subject: Re: R-Wild
> > > >
> > > > Wow, catching up to everything now. This small case that should be over keeps getting bigger. Sucks the only info I can get is out of Denise since the board is not updating us on the status. I am a little surprised at your (our) board's responses. The Association didn't just incidentally use a §7515 it used §7515 to fix a Davis-Stirling created problem, which only makes sense if Davis-Stirling applied. I would have guessed the courts order accepting that framework is the adoption you claim doesn't exist. But I'm not a lawyer.
> > > >
> > > > Do you think the site

> > > > <https://www.davis-stirling.com/HOME/N/Non-CID-Developments> understand how ownership works with R-Wild horse ranch with a statement that "Membership in the association is through the purchase of shares of stock in the corporation that owns the property." When in fact owners of R-wild have a deeded property conveyance?

> > > >

> > > > Re: cell phone contract. If the Association went bankrupt who has first rights to the 14,000 acre lot that 150x150 foot lease covers?

> > > > Does that lease subjugate the rights of the deeded owners of the property?

> > > >

> > > >

> > > > On Mon, Jan 26, 2026 at 10:50 PM Cody <cody@gonesilent.com> wrote:

> > > > >

> > > > > Thank you and just to be clear my email was re: notice to

> > > > > members for case 25CI-000260 as this was an action taken by

> > > > > the board to all members known and unknown. I am not asking

> > > > > for notice on whatever the other case number is with denise and her election stuff.

> > > > >

> > > > > On Mon, Jan 26, 2026 at 10:40 PM Stevens, Cliff <cstevens@neumiller.com> wrote:

> > > > > >

> > > > > > Cody,

> > > > > >

> > > > > >

> > > > > >

> > > > > > You may be right that prior boards (and managers) assumed Davis-Stirling applied. That assumption is precisely why we need judicial clarification. Whether those assumptions were legally correct is the question before the court. The answer depends on statutory definitions, not on what prior managers believed or how the Association operated in the past.

> > > > > >

> > > > > >

> > > > > >

> > > > > > As for Ms. Breese, she has actively asserted Davis-Stirling applicability in her recent filings in 2024 and 2025 and is the reason that her views are dominating the conversation at this particular moment. Whatever the history, she is currently the party asserting this position.

> > > > > >

> > > > > >

> > > > > >

> > > > > > I understand you have concerns. The court will address the demurrer tomorrow and we will go from there.

> > > > > >

> > > > > >

> > > > > >

> > > > > > Thank you.

> > > > > >

> > > > > >

> > > > > >

> > > > > > Clifford Stevens

> > > > > >

> > > > > > Neumiller & Beardslee

> > > > > >

> > > > > > Cell: 209.598.6821

> > > > > >

> > > > > > Work: 209.948.8200

> > > > > >

> > > > > >

> > > > > >

> > > > > > From: Cody <cody@gonesilent.com>

> > > > > > Sent: Monday, January 26, 2026 10:32 PM

> > > > > > To: Stevens, Cliff <cstevens@neumiller.com>

> > > > > > Subject: Re: R-Wild

> > > > > >

> > > > > >

> > > > > >

> > > > > > This is where your limited history and Brian's limited history is going to hurt us.. she is not the one who claimed we are Davis Sterling all along or have been. She is out contacting all the previous ranch managers. One of them has already reached out to me.

> > > > > >

> > > > > >

> > > > >

> > > > > On Mon, Jan 26, 2026, 10:26 PM Stevens, Cliff <cstevens@neumiller.com> wrote:

> > > > >

> > > > > Hi Cody,

> > > > >

> > > > > Thank you for your email.

> > > > >

> > > > > Please be certain that the Board has always been supportive of notifying all owners regarding this matter. It is simply a matter of timing.

> > > > >

> > > > > As you likely already know, Denise has objected to the complaint in its entirety and has asked the court to dismiss it. The court will consider that matter at the demurrer hearing tomorrow. In short, we will likely have an answer to that question in the very near future, perhaps as soon as tomorrow.

> > > > >

> > > > > Depending on the court's disposition of these matters, I would expect some form of notice to members to follow shortly thereafter.

> > > > >

> > > > > Regarding your suggestion about surveying members on whether Davis-Stirling applies, a member vote on that question would not be appropriate. Whether the Davis-Stirling Act governs R-Wild is a legal question that can only truly be resolved by the court based on statutory definitions and the property's ownership structure. Ms. Breese has long disputed these issues, and the court is the proper forum to resolve them. Any member vote would be advisory at best and could not bind the court or settle the legal question. On the other hand, the owners could certainly amend the governing documents to provide Davis-Stirling like requirements if they choose to do so. If there are proposals from Denise or others, the Board could choose to send those out for a vote.

> > > > >

> > > > > You raised a number of other points regarding the merits of the lawsuit and Board governance. I respect your opinions and you have made them know to the Board. I don't think that any response from me is going to sway you so I don't think I am going to say more at this time.

> > > > >

> > > > > On the other hand, if you believe a dialogue is important on any point you made, let me know. And if I missed something important in the email that demands a response, please simply let me know so that I can do better.

> > > > >

> > > > > Thank you.

> > > > >

> > > > > Clifford Stevens

> > > > > Neumiller & Beardslee

> > > > > Cell: 209.598.6821

> > > > > Work: 209.948.8200

> > > > >

> > > > > -----Original Message-----

> > > > > From: Cody <cody@gonesilent.com>

> > > > > Sent: Friday, January 23, 2026 10:31 PM

> > > > > To: Desi Calzada <dcalzada@rwildhorseranch.net>; directors

> > > > > <directors@rwildhorseranch.net>; Stevens, Cliff

> > > > > <cstevens@neumiller.com>; Denise Flores

> > > > > <dflores4dist1@gmail.com>

> > > > > Subject: Re:

> > > > >

> > > > > Hello Mr. Stevens

> > > > >

> > > > > referring to case 25CI-000260

> > > > >

> > > > > I'm not sure why Desi referred me to you, but I'd like to discuss my concerns about owner notification regarding the current lawsuit.

> > > > >

> > > > > Background: I have been an owner for over 20 years. Approximately 10 days ago, I had to request a copy of the lawsuit from Denise, despite having previously requested it during an open board meeting. I was unaware of its details until that point.

> > > > >

> > > > > Lack of Owner Notification: The lawsuit names "ALL MEMBERS, DOES 1-50"

> > > > > as parties. As this legal action is being taken by the board against all members (known and unknown), I believe all 1,000+ owners should have been formally notified. This lawsuit affects governing and regulatory changes that impact every owner, which requires broader notice than what has been provided.

> > > > >

> > > > > Transparency Issues: Many owners have voiced concerns both for and against D-S The most recent public

meeting minutes posted online are only from September 2025 There is a consistent pattern of delayed information from the board to owners see for yourself.

> > > > > <https://rwildhorseranch.com/agenda-board-minutes/>

> > > > >

> > > > > I do not agree with your arguments, nor did i agree to Desi/the Board representing us as D-S with the court in 2024. Based on my understanding, we have been "moved" out of D-S due to lack of residential wording. While I previously fought D-S because we couldn't achieve quorum for elections for years, D-S has little to do with our failed elections.

> > > > >

> > > > > If you would like to explain why owners should not be notified of this lawsuit, I'm willing to listen. After all, this email is now costing us money. However, given Denise's track record of good voter turnout, perhaps she should consider garnering that support to convert this into a class action. That said, being willingly joined into a lawsuit by our own WHOA is not an appealing prospect. I'm voicing my opinion as a concerned long-term owner who believes in transparency and proper notice for all members. Just as I felt the cell tower should be a vote of all members.

> > > > >

> > > > > I am including Denise on this email because I think the judge needs to be made aware that the whole association needs to be notified about this case.

> > > > >

> > > > > For your record Mr Stevens this was my email to the board "Why is the Board / WHOA not sending this lawsuit out to all members?

> > > > > You are suing ALL MEMBERS who feel the applicability of the Davis-Stirling. Maybe Brian can do a constant contact survey and ask members if you feel the ranch is Davis-Stirling? He can use the results of that survey to name the JON DOES. I guess the board does not think I am one of the DOES since I was not named? How are we to find members who share the same view as Denise as it relates to D-S?"

> > > > >

> > > > > Cody

> > > > >

> > > > >

> > > > >

> > > > >

> > > > >

> > > > > Cody

> > > > > #0650

> > > > >

> > > > >

> > > > > On Fri, Jan 23, 2026 at 3:15 PM Desi Calzada <dcalzada@rwildhorseranch.net> wrote:

> > > > >

> > > > >

> > > > >

> > > > > > You asked about being a John Doe. The attorney said to reach out to him if you want to be noticed as a part of this process. Feel free to reach out to him

> > > > > >

> > > > > > Cstevens@neumiller.com

> > > > > >

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> > > >

> >