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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**

10
11 EUGENE PROKHORENKO, an individual,) Case No. CVME2404021
12)
Plaintiff,) **DEFENDANT LA CRÉSTA PROPERTY**
13) **OWNERS' NOTICE OF DEMURRER**
v.) **AND DEMURRER TO PLAINTIFF'S**
14) **COMPLAINT**
LA CRÉSTA PROPERTY OWNERS')
15 ASSOCIATION, a California Nonprofit) **Hearing Date:** February 25, 2025
Corporation – Mutual Benefit – Common Interest) **Time:** 8:30 A. M.
16 Development Corporation; DOES 1 through 25) **Reservation ID:** 768026961315
Inclusive)
17 Defendant,) **Judge:** Hon. Raquel A. Marquez
M302
) **Dept:**
18) **Complaint Filed:** October 16, 2024

19
20 TO: ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

21 PLEASE TAKE NOTICE that on February 25, 2025, at 8:30 a.m., or as soon thereafter as
22 the matter can be heard in Department M302 of the above-entitled court, Defendant La Cresta
23 Property Owners' Association will move the Court to sustain Defendant's Demurrer to Plaintiff
24 Eugene Prokhorenko's Complaint.

25 Defendant hereby demurs to the Complaint on the following grounds:

26 1. The entire Complaint, and all causes of action contained therein, fails on the grounds
27 that there is a defect or misjoinder of parties. (C.C.P. § 430.10 (d).) Specifically, Plaintiff failed to
28 include two necessary parties, including one indispensable party.

1 2. Plaintiff's Third Cause of Action for Violation of the Common Interest Development
2 Open Meeting Act fails on the grounds that it fails to state a cause of action. Specifically, even if all
3 of Plaintiff's allegations are taken as true, the Association did not violate the Common Interest
4 Development Open Meeting Act.

5 The demurrer is based on this notice and demurrer, the Memorandum of Points and
6 Authorities and all the records and pleadings on file in this action, and such argument as may be
7 properly presented to the Court at or before the time of the hearing on the Demurrer.

8

9 Dated: December 12, 2024

FREEMAN MATHIS & GARY, LLP

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By: _____



DAVID G. MOLINARI
ALEXANDER A. SCHINDLER
Attorneys for Defendant
LA CRESTA PROPERTY OWNERS'
ASSOCIATION

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This matter arises out of an HOA v. member dispute related to the allegedly improper
4 approval and construction of improvements on neighboring properties that the Plaintiff, Eugene
5 Prokhorenko claims interfere with his use and enjoyment of his Property. Claimant, by virtue of his
6 ownership of the real property located at 20534 Kyle Court, Murietta, CA 92562 (“Subject Property”)
7 is a member of the La Cresta Property Owner’s Association (the “Association”).

8 From 2021 to the present, Mr. Prokhorenko alleges neighbors, the Medeiroses and Harrises
9 built (pursuant to HOA-approved architectural applications), numerous structures interfered with use
10 and enjoyment of his property. He is seeking recovery on Breach of Fiduciary Duty and Breach of
11 Governing Documents grounds for damages allegedly caused by the Medeiroses building a trash
12 enclosure, Harrises construction of an RV garage and driveway, and alleged destruction of surface
13 drainage. He also asserts a puzzling claim for violation of Common Interest Open Meeting Act.

14 Prokhorenko’s claims lack merit and fail as a matter of law because he omitted two necessary
15 parties, the Harrises and the Medeiroses, with the Medeiroses being an indispensable party.

16 As the Court will note upon review of Plaintiff’s Complaint that at its core, this is a neighbor
17 v. neighbor dispute. Plaintiff, however, has failed to include his neighbors as defendants and instead,
18 seeks “damages” from the pocket of their homeowner’s association.

19 Plaintiff’s strategy in this litigation is transparent. Each of his causes of action stems entirely
20 from the alleged conduct of his fellow Association members, yet the Association is only named
21 Defendant. The allegations against the Association are, at best, tangential to the core disputes raised
22 in the complaint. Rather than addressing his grievances directly with the individuals whose conduct
23 forms the basis of his claims, Plaintiff has chosen to sue only the Association in this lawsuit.

24 Plaintiff’s choice of defendants is a calculated move to maintain the *integrity* of his candidacy
25 for the Association's board by casting himself as standing up against the *big bad HOA*. Yet, he avoids
26 suing the true defendants—his fellow homeowners association members—because it would
27 contradict his narrative of championing their interests. By targeting the Association instead, Plaintiff
28 seeks to advance his platform while avoiding backlash from members and reaching the deepest

1 pocket.

2 Accordingly, and for the reasons set forth in greater detail below, this Court should SUSTAIN
3 Defendant's Demurrer.

4 **II. LEGAL AUTHORITY**

5 The purpose of a demurrer is to test the legal sufficiency of the complaint by challenging
6 defects that appear on its face or in judicially noticeable matters outside the complaint. (*Blank v.*
7 *Kirwan* (1985) 39 Cal.3d 311, 318.) A party against whom a complaint has been filed may demur to
8 the complaint, or any cause of action therein, on the grounds that it does not state facts sufficient to
9 state a cause of action. (Code Civ. Proc., § 430.10 (e).) Failing to state sufficient facts often occurs
10 when a plaintiff fails to allege behavior that would constitute a violation of the asserted causes of
11 action. (*Kent v. Snyder* (1866) 30 Cal. 667, 675.) Only material facts are admitted, but not
12 contentions, deductions, or conclusions of fact or law. (*Adelman v. Assoc. Int'l Ins. Co.* (2001) 90
13 Cal.App.4th 352, 359.) If there is no "reasonable possibility" that a Plaintiff can cure a defective
14 claim by amendment, the court should sustain the demurrer without leave to amend. (*Heckendorn v.*
15 *City of San Marino* (1986) 42 Cal.3d 481, 486.)

16 The court should "give the complaint a reasonable interpretation, reading it as a whole and
17 its parts in their context" when ruling on a demurrer. (*C.A. v. William S. Hart Union High School*
18 *Dist.* (2012) 53 Cal.4th 861, 866; *Zelig v. County of Los Angeles* (2002) 27 Cal.4th 1112, 1126
19 (quoting *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318).) In analyzing the Complaint, the court shall
20 "treat the demurrer as admitting all material facts properly pleaded," and its allegations shall be
21 liberally construed with a view to "substantial justice." (*Aubry v. Tri-City Hospital Dist.* (1992) 1
22 Cal.4th 962, 967; *Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26, 43, fn 7.)

23 Furthermore, a general demurrer examines the complaint for all defects going to the existence
24 of a cause of action and places at issue the legal merits of the action on assumed facts. (*Carman v.*
25 *Alvord* (1982) 31 Cal.3d 318, 324; *Staton Road Associates v. Pacific Employers Ins. Co.* (1995) 36
26 Cal.App.4th 333, 340-343.) However, a court is not required to assume as true allegations expressing
27 mere conclusions of law. (*Adelman v. Associated Intern. Ins. Co.* (2001) 90 Cal.App.4th 352, 359.)

28 The party against whom a complaint has been filed may object, by demurrer or answer as

1 provided in Section 430.30, to the pleading on any one or more of the following grounds: (b) the
2 person who filed the pleading does not have legal capacity to sue,...(c) there is a defect or misjoinder
3 of parties, (e) The pleading does not state facts sufficient to constitute a cause of action, (f) The
4 pleading is uncertain. As used in this subdivision (f), “uncertain” includes ambiguous and
5 unintelligible. (Cal. Civ. Pro. § 430.10)

6 **III. LEGAL ARGUMENT**

7 ***A. The Medeiroses are Necessary and Indispensable Parties in this Action and as Such,***
8 ***Plaintiff’s Complaint Should Be Dismissed Without Leave to Amend.***

9 The Medeiroses are necessary and indispensable parties in the action. Under *California Code*
10 *of Civil Procedure* section 389(a), a person is considered a necessary party if: (1) In their absence,
11 complete relief cannot be accorded among those already parties, or (2) they claim an interest relating
12 to the subject of the action and are so situated the disposition of the action in their absence may: (a)
13 Impair or impede their ability to protect that interest, or (b) Leave any of the persons already parties
14 subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by
15 reason of the claimed interest (*Doe v. Regents of University of California*, 80 Cal.App.5th 282 (2022);
16 *City of San Diego v. San Diego City Employees’ Retirement System*, 186 Cal.App.4th 69 (2010).)

17 Here, the Medeiroses are necessary parties because without their inclusion, complete relief
18 cannot be accorded among those already parties because proceeding without them would impair their
19 ability to protect their interests.

20 Plaintiffs only complaint involving the Medeiroses is found at Paragraph 7 of his Complaint:
21 “In March of 2021, the [the Medeiroses] built a short concrete driveway with a concrete block
22 structure for trash storage outside their front boundary fence, on road easement, and almost in front
23 of Plaintiff’s Property entry gate along Kyle Court road.” (Complaint at ¶ 7.)

24 Plaintiff claims harm as follows:

25 “And, although the trash enclosure has since received approval by the
26 AC and now has a gate, the HOA violated the CC&Rs by subsequently
27 approving the trash enclosure and driveway in the first place, **as its**
28 **location is visible from the street, outside 20520 Kyle Court front**
property perimeter fence, on road easement, and without a
twenty-foot setback from road easement, and its unfunctional and
unaesthetic design, as explained above, causes the trash bin and/or

1 trash cans to be constantly left out on the street.” (Complaint at ¶ 7.)
2 (emphasis added.)

3 Plaintiff wants that trash enclosure removed because he claims it is violating an easement he
4 has an interest in, and because it is “unfunctional and unaesthetic”. (Id.)

5 The desired remedy against the neighbor’s property can further be shown in Plaintiff’s
6 allegation that he “...is entitled to **equitable relief** in the form of an order to compel the HOA to
7 comply with applicable laws and to enforce the Governing Documents fairly against all members of
8 the HOA...” (Complaint at ¶ 107.) (emphasis added.) The Association contends it did comply with
9 the governing documents and fully and fairly administered the rules determining architectural
10 improvement applications. The structure is built. The equitable relief would be removal of the
11 structure or some modification thereto. Such relief affects the interest of real property held by the
12 neighbors.

13 The Medeiroses are necessary parties in this matter also because they “claim an interest
14 relating to the subject of the action and are so situated that the disposition of the action in their
15 absence may: (a) Impair or impede their ability to protect that interest, or (b) Leave any of the persons
16 already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent
17 obligations by reason of their claimed interest” (*Doe v. Regents of University of California*, 80
18 Cal.App.5th 282 (2022); *City of San Diego v. San Diego City Employees’ Retirement System*, 186
19 Cal.App.4th 69 (2010).)

20 The Medeiroses own the property upon which the allegedly wrongfully built structures exist
21 on (See Complaint at ¶ 7.) Proceeding without them would deny the Medeiroses the ability to protect
22 their interest in the property, Plaintiff seeks removal of said improvements and/or legal damages
23 related to their existence. Without the Medeiroses as parties to this action, the Court cannot ensure
24 that their property rights are adequately represented and protected. Moreover, the adjudication of this
25 case in their absence would risk subjecting the Association to inconsistent obligations or duplicative
26 litigation. For example, if the Court were to order the removal of the improvements or find that the
27 improvements constitute violations of the CC&Rs, the Medeiroses could separately contest or seek
28 to overturn such rulings in a subsequent lawsuit, creating a cycle of inconsistent outcomes and

1 additional litigation costs. Accordingly, the Medeiroses are necessary parties.

2 The Medeiroses are also indispensable parties. If a necessary party cannot be joined, the court
3 must determine whether the action should proceed among the parties before it or be dismissed
4 without prejudice, considering the absent person as indispensable. The factors to be considered
5 include: (1) The extent to which a judgment rendered in the person's absence might be prejudicial to
6 them or those already parties, (2) The extent to which the prejudice can be lessened or avoided by
7 protective provisions in the judgment, by shaping the relief, or by other measures, (3) Whether a
8 judgment rendered in the person's absence will be adequate, and (4) Whether the plaintiff or cross-
9 complainant will have an adequate remedy if the action is dismissed for nonjoinder (*City of San*
10 *Diego v. San Diego City Employees' Retirement System*, 186 Cal.App.4th 69 (2010); *Tracy Press,*
11 *Inc. v. Superior Court*, 164 Cal.App.4th 1290 (2008).)

12 Here, the Medeiroses cannot be joined because no cause of action lies against them. Plaintiffs
13 only potentially viable claim against the Medeiroses would be a nuisance cause of action, which, in
14 this case, is time barred.

15 In California, the statute of limitations for private nuisance claims is three years, as specified
16 in *Code of Civil Procedure* section 338, subdivision (b) (*Madani v. Rabinowitz*, 45 Cal.App.5th 602
17 (2020)). The commencement of the statute of limitations depends on whether the nuisance is
18 classified as permanent or continuing.

19 For a permanent nuisance, the statute of limitations begins to run upon the creation of the
20 nuisance, and the plaintiff must bring a single action for all past, present, and future damages **within**
21 **three years of the creation of the nuisance** (*Gehr v. Baker Hughes Oil Field Operations, Inc.*, 165
22 Cal.App.4th 660 (2008)). This means that if the nuisance is deemed permanent, any claims must be
23 filed within three years from when the nuisance was first created.

24 A permanent nuisance is one where a single act causes a lasting injury, and damages are
25 assessed once for all past, present, and future harm. Examples include solid structures like buildings
26 encroaching on another's land (*Baker v. Burbank-Glendale-Pasadena Airport Authority*, 39 Cal.3d
27 862 (1985))

28 Here, Plaintiff filed his Complaint on October 16, 2024. The permanent structures at issue

1 here were built in March of 2021. (Complaint at ¶ 7.) Therefore, all claims related to permanent
2 nuisances have been time barred since March of 2024, seven months before Plaintiff filed his
3 Complaint. Accordingly, the Meidiroses are necessary parties that cannot be joined in this action.

4 This Court should further find that the Medeiroses are indispensable and not proceed with
5 this action. The factors to be considered include: (1) The extent to which a judgment rendered in the
6 person's absence might be prejudicial to them or those already parties, (2) The extent to which the
7 prejudice can be lessened or avoided by protective provisions in the judgment, by shaping the relief,
8 or by other measures, (3) Whether a judgment rendered in the person's absence will be adequate, and
9 (4) Whether the plaintiff or cross-complainant will have an adequate remedy if the action is dismissed
10 for nonjoinder (*City of San Diego v. San Diego City Employees' Retirement System*, 186 Cal.App.4th
11 69 (2010); *Tracy Press, Inc. v. Superior Court*, 164 Cal.App.4th 1290 (2008).)

12 Caselaw dictates that in similar situations, un-joined landowners whose property interests are
13 at issue are indispensable parties. (See *Save Our Bay, Inc. v. San Diego Unified Port Dist.* (1996) 42
14 Cal.App.4th 686 [non-joined landowner whose land was required for marina project was
15 indispensable party because the judgment could affect or injure the landowner's interests]; *County of*
16 *Imperial v. Superior Court* (2007) 152 Cal.App.4th 13 [third party is indispensable if plaintiff seeks
17 affirmative relief that would injure or affect the third party's interests]; *Ranch at the Falls LLC v.*
18 *O'Neal* (2019) 38 Cal.App.5th 155 [ranch owner's quiet title action required joinder of individual
19 homeowners as necessary parties to adjudicate claims regarding easements within residential gated
20 communities]).

21 Here, specifically as to factor (1) of the indispensability analysis, proceeding with this action
22 would substantially prejudice the Medeiroses. The Medeiroses' property interests are central to the
23 subject matter of this litigation, as the allegedly wrongful improvements were constructed on their
24 property. Yet, no legal claim lies against them due to the expiration of the statute of limitations on
25 the nuisance claim. (See: *Gehr v. Baker Hughes Oil Field Operations, Inc.* (2008) 165 Cal.App.4th
26 660.) If the court were to render a decision in their absence (such as finding the improvements to
27 constitute violations of the CC&Rs, or ordering their removal), the Medeiroses would be unable to
28 protect their rights or defend against allegations that, by law, can no longer be pursued. This would

1 create substantial inequity, forcing the Medeiroses to bear the consequences of a judgment rendered
2 without their participation.

3 The same analysis applies to factor (3) regarding the adequacy of a judgment rendered in their
4 absence.

5 As to factor (2), Plaintiff may argue that relief could be afforded by the Association paying
6 damages to Plaintiff to compensate him for his pecuniary losses related to the Meidiroses projects.
7 However, this argument lacks merit and would be disingenuous. This case is, at its core, a neighbor-
8 vs.-neighbor dispute. The underlying allegations and purported damages stem directly from the
9 actions or inactions of the Meidiroses, not the Association. To suggest that the Association should
10 bear financial responsibility for Plaintiff's claims is an attempt to shift liability away from the proper
11 defendants and onto an entity with no direct connection to the harm alleged. This is especially
12 egregious given that Plaintiff failed to pursue claims against the proper defendants within the
13 applicable statute of limitations.

14 The statute of limitations exists to provide finality and fairness in legal disputes. Plaintiff's
15 failure to timely bring a lawsuit against the proper parties cannot and should not become the
16 Association's burden. Allowing Plaintiff to recover damages from the Association would effectively
17 penalize the Association for Plaintiff's procedural strategy or missteps and would set a precedent,
18 permitting litigants to circumvent proper legal procedures and target tangential parties as a fallback.

19 Accordingly, this Court should find that the Meidiroses are indispensable parties to this matter
20 and as such, dismiss Plaintiff's Complaint with prejudice.

21 ***B. Alternatively, the Medeiroses are Necessary Parties in this Action and as Such,***
22 ***Plaintiff's Complaint Should Be Dismissed Without Prejudice to Join Such Parties.***

23 Based on the above arguments, and without reproducing the same herein, the Association
24 argues that the Meidiroses are indispensable parties in this action, as they are necessary parties that
25 cannot be joined. As such, the Association requests that this case be dismissed with prejudice.

26 If the Court however finds that the Meidiroses are necessary parties that *can* be joined, the
27 Association requests that this Court dismiss this action without prejudice, so that such parties can be
28 joined.

1 **C. The Harris’s are Necessary Parties in this Action and as Such, Plaintiff’s Complaint**
2 **Should be Dismissed Without Prejudice to Join Such Parties.**

3 The Harrises are also necessary parties in the action.

4 Under *California Code of Civil Procedure* section 389(a), a person is considered a necessary
5 party if: (1) In their absence, complete relief cannot be accorded among those already parties, or (2)
6 they claim an interest relating to the subject of the action and are so situated that the disposition of
7 the action in their absence may: (a) Impair or impede their ability to protect that interest, or (b) Leave
8 any of the persons already parties subject to a substantial risk of incurring double, multiple, or
9 otherwise inconsistent obligations by reason of their claimed interest (*Doe v. Regents of University*
10 *of California*, 80 Cal.App.5th 282 (2022); *City of San Diego v. San Diego City Employees’*
11 *Retirement System*, 186 Cal.App.4th 69 (2010).)

12 Plaintiff’s allegations involving the Harrises are found at Paragraph 32 of his Complaint:
13 “From the time the owners, [, the Harris’], moved into 20450 Kyle Court in 2020 they began storing
14 trailers, building debris and materials, and also had an unenclosed trash bin. The owners have
15 periodically moved the trailers, building materials, and construction debris to different spots on their
16 property... On April 29, 2021, Plaintiff filed a complaint with the HOA to report the violations at
17 20450 Kyle Court for storage of trailers, unenclosed trash bin, and storage of building materials and
18 construction debris, all of which is visible from the street and Plaintiff’s Property.” (Complaint at ¶
19 32.)

20 The allegations of Plaintiff’s First Cause of Action that relate to the Harris are as follows:

21 “The HOA breached the material terms of the Governing Documents
22 by, among other things... (ii) allowing storage of trailers, construction
23 material and debris at 20450 Kyle Court; (iii) allowing the destruction
24 of the natural surface drainage area at 20450 Kyle Court; (iv) allowing
25 the construction of a new garage at 20450 Kyle Court; and (v)
allowing the construction of a new driveway at 20450 Kyle Court”
(Complaint at ¶ 99.)

26 To simultaneously allege all the above, but also argue that the Harris are not necessary parties
27 to this action is simply disingenuous. The Harris’ certainly claim an interest relating to the subject of
28 the action and are so situated that the disposition of the action in their absence, not only “may”, but

1 will: (a) Impair or impede their ability to protect that interest, or (b) Leave any of the persons already
2 parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations
3 by reason of their claimed interest” (*Doe v. Regents of University of California*, 80 Cal.App.5th 282
4 (2022); *City of San Diego v. San Diego City Employees' Retirement System*, 186 Cal.App.4th 69
5 (2010).)

6 Specifically, the Harrises own the property upon which all allegedly wrongfully built
7 structures exist. (See Complaint at ¶ 32, 48, 72, 99.) Proceeding without them would deny the Harris’
8 ability to protect interests in their improvements, as Plaintiff seeks removal of said improvements
9 and/or legal damages related to their existence. Without the Harris as parties to this action, the Court
10 cannot ensure that their property rights are adequately represented and protected. Moreover, the
11 adjudication of this case in their absence would risk subjecting existing parties, particularly
12 Defendant, to inconsistent obligations or duplicative litigation. For example, if the Court were to
13 order removal of the improvements or award damages in this action, or the improvements constitute
14 violations of the CC&Rs, the Harrises could separately contest or seek to overturn such rulings in a
15 subsequent lawsuit, creating a cycle of inconsistent outcomes and additional litigation costs.

16 ***D. Plaintiff’s Third Cause of Action for a Violation of the Common Interest Open Meeting***
17 ***Act Fails to State a Cause of Action.***

18 Plaintiff alleges a cause of action for a violation of the Common Interest Development Open
19 Meeting Act (“OMA”) against the Association. (*Civil Code* § 4925)

20 *Civil Code* § 4925 states “(a) Any member may attend board meetings...” And that “(b) The
21 board shall permit any member to speak at any meeting of the association or the board...” (Id.)

22 Plaintiff does not allege the Board did not permit him to speak at any Association meeting.
23 Plaintiff alleges only that, after a verbal exchange, a non-board member of the Association hit
24 Plaintiff in the chest (Complaint ¶ 91.) Plaintiff appears to argue that this non-board member conduct
25 somehow constitutes board authorized action that wholly restricts Plaintiff to attend meetings.

26 This claim too, is insincere. The OMA requires that board meetings be open to members, with
27 notice, agenda, and minutes requirements, and strictly limits closed executive sessions. (*Golden*
28 *Eagle Land Investment, L.P. v. Rancho Santa Fe Assn.*, 19 Cal.App.5th 399 (2018); *Lee v. Silveira*,

1 6 Cal.App.5th 527 (2016)). However, it does not regulate the conduct of individual, *non-board*
2 *members* at these meetings.

3 Even if Plaintiff's allegations are taken as true, this cause of action fails. The Association did
4 not engage in any conduct that would constitute a violation of the OMA. (Complaint ¶ 91.) There are
5 no allegations of improper notice or a failure to take minutes and Plaintiff was permitted to enter
6 every meeting. (Id.) The Association cannot and should not be held responsible for the *alleged*
7 actions of non-board member Association members.

8 Plaintiff seeks to prosecute what, if true, is a battery action against, however veiled as some
9 vague and tangential cause of action against the Association. Frankly, if Plaintiff desires to maintain
10 this cause of action against the Association relative to a battery, then the person that allegedly
11 performed the battery is a necessary party as well.

12 Accordingly, Plaintiff's cause of action for a violation of the Common Interest Development
13 Open Meeting Act fails as a matter of law and should be dismissed without leave to amend.

14 **IV. CONCLUSION**

15 The entire Complaint, and all causes of action contained therein, fails on the grounds that
16 there is a defect or misjoinder of parties. (C.C.P. § 430.10 (d).) Specifically, Plaintiff failed to include
17 two necessary parties, including one indispensable party.

18 Plaintiff's Third Cause of Action for Violation of the Common Interest Development Open
19 Meeting Act fails on the grounds that it fails to state a cause of action. Specifically, even if all of
20 Plaintiff's allegations are taken as true, the Association did not violate the Common Interest
21 Development Open Meeting Act.

22 Accordingly, the Association's Demurrer should be SUSTAINED.

23 Dated: December 12, 2024

FREEMAN MATHIS & GARY, LLP

24
25 By:



26 DAVID G. MOLINARI
27 ALEXANDER A. SCHINDLER
Attorneys for Defendant
28 LA CRÉSTA PROPERTY OWNERS'
ASSOCIATION

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PROOF OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 225 Broadway, Suite 1700, San Diego, California 92101. My email address is mcolum@fmglaw.com.

On December 12, 2024, I served the within document(s) described as:

DEFENDANT LA CRESTA PROPERTY OWNERS’ NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFF’S COMPLAINT

on the interested parties in this action as stated below:

KIRK PEARSON
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(BY E-MAIL) By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth above.

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

Executed on December 12, 2024, at San Diego, California.

MELISSA COLUM

(Type or print name)

s/ Melissa Colum

(Signature)