



File No.: 16749

July 7, 2025

NOTICE TO CEASE AND DESIST

Via U.S. Mail and Certified RRR.

[REDACTED]
Lake Forest, CA 92630

RE: THE MEADOWS COMMUNITY HOMEOWNERS ASSOCIATION
– Notice to Cease and Desist Operations of www.themeadows.app

Dear [REDACTED]

This firm serves as legal counsel to The Meadows Community Homeowners Association. ("Association"). Please direct further correspondence regarding this matter to my attention at our Agoura Hills address.

The Association's Board of Directors ("Board") is aware that you are requesting a licensing agreement and payment from the Association to continue maintaining www.themeadows.app. As you are aware, the Board entered into an agreement with you, as a former member of the Association serving on the social committee, to operate a free reservation system for BBQ spaces at The Meadows Clubhouse. The Board agreed that you would operate the website www.themeadows.app (the "App") and that the Association would pay the hosting fee directly to the third-party website platform. You resigned from the social committee on June 2, 2025. The Board considered your request for a licensing agreement and payment and has decided to reject it. The Board will now require you to cease all activity related to the App and to delete all files associated with the App.

Under California law, the App is considered the Association's property that is protected from misappropriation. A claim for misappropriation is established by the following elements: "(1) the plaintiff 'has made a substantial investment of time, effort and money into creating the thing misappropriated such that the court can characterize that 'thing' as a kind of property right,' (2) the defendant 'has appropriated the 'thing' at little or no cost, such that the court can characterize defendant's actions as 'reaping where it has not sown' and (3) the defendant 'has injured plaintiff by the misappropriation'." *Lebas Fashion Imports of USA, Inc. v. ITT Hartford Ins. Grp.*, 50 Cal. App. 4th 548, 561, 59 Cal. Rptr. 2d 36, 43 (1996), as modified on denial of reh'g (Nov. 27, 1996).

The App is Association property you created as an agent of the Association serving on the social committee. The App contains the Association's logo, pictures of its amenity areas, and express "Terms of Service" that bind the Association and its managing agent, PMP Management, into a contractual agreement with any members who use the App. These

characteristics of the App make it a quasi-property right that the Association can protect from misuse. The Association's protection of the App from misuse allows it to control its operation, meaning it can direct you, as an agent of the Association, to terminate its operations. Your failure to shut down the App and to delete all files associated with it exposes you to liability for misappropriation of the Association's property.

The Association's rejection of your demand for a licensing agreement and payment to continue operating the App terminates the agency relationship between you and the Association related to the App. Additionally, your relationship with the Association as an agent serving on the social committee terminated by operation when you resigned from the social committee on June 2, 2025. As such, the Association renounces all authority granted to you, as a former member of the social committee, to operate the App. The termination of the agency relationship between you and the Association to operate the App imposes any liability on you for damages arising from the App. (See *Elevator Operators & Starters' Union, Loc. No. 117, of San Francisco, v. Newman*, 30 Cal. 2d 799, 807, 186 P.2d 1, 5 (1947).)

Be advised, the Board is authorized, under Section 4.23 of the Association's Bylaws, to create and terminate committees. Moreover, under Section 6.1 of the Bylaws, any committee members acting on behalf of the Association are only indemnified and held harmless by the Association for actions taken in the scope of their authority and in good faith. Should you continue to operate the App, you will waive the protections of Section 6.1 of the Bylaws and Civil Code Section 5800 that limit liability of volunteer members serving a common interest development for any damages that arise from the App. You are also relieved of any protections under Section 6.1 of the Bylaws and Civil Code Section 5800 for any actions you have taken after you resigned from the social committee on June 2, 2025.

Additionally, any operation of the App without the express approval of the Association infringes on the Board's rights to create, direct, and terminate committees, and leaves you in violation of the Bylaws. Any violation of the Association's governing documents is considered a nuisance, which the Association can pursue all remedies for under Section 19.4 of the Master Declaration of Covenants, Conditions and Restrictions and Establishment of Easements ("CC&Rs"):

"Every act or omission in violation of the provisions of this Master Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any Owner, any Member of the Master Association Board, the manager, or the Master Association."

Based on the foregoing, demand is hereby made that you shut down the App by July 21, 2025, and terminate all files associated with the App immediately after.

Your failure to abide by the demands outlined above may result in the Association pursuing disciplinary action against you, which will include calling you to a hearing and considering levying fines against you. The Association also reserves the right to exercise its available legal remedies should you fail to abide by its demands, which include but are not limited to, filing a lawsuit seeking an injunction, and ordering you to comply and to compensate the Association for its attorney's fees incurred in this matter. The attorney's fees you may be responsible for, in addition to any incurred by you, will be significant.

July 7, 2025
Page 3

The Association, through the Board, has a duty to operate and manage the Association's affairs. Further, the Board has an obligation to protect the safety and welfare of all residents and to preserve property values within the community, and it takes this duty seriously. This duty includes enforcing the CC&Rs. The Board has enforced the governing documents in a fair, reasonable, and non-arbitrary manner.

Nothing contained herein or omitted from this letter shall be deemed a waiver of any legal rights or remedies, and the Association expressly reserves all of its rights and remedies.

Thank you for your immediate attention to this matter.

Very truly yours,

BEAUMONT TASHJIAN

A handwritten signature in cursive script that reads "Kyle Meade".

KYLE MEADE, ESQ.

KM:nc
cc: Board of Directors