



8 messages

Wed, Jan 7, 2026 at 5:17 PM

To: [REDACTED]



PMP
MANAGEMENT

 1.08.2026 Emergency Meeting Posted Agenda.pdf
159K

To: Carole Meikle [REDACTED], Michelle Anderson [REDACTED], Brandon Collins [REDACTED]
[REDACTED], Chao Huang [REDACTED], Haibo Jiang [REDACTED]

 1.08.2026 Emergency Meeting Posted Agenda.pdf
159K

Thu, Jan 8, 2026 at 4:16 PM

To: Carole Meikle [REDACTED], Michelle Anderson [REDACTED], Brandon Collins [REDACTED], Chao Huang [REDACTED], Haibo Jiang [REDACTED]

Hi [REDACTED],

The meeting was at 3:00pm. Apologies for an error on the time in the notice. The zoom link was correct.

The outcome of the meeting is good news. The board approved a modification to the 2026 approved budget to reduce the assessment by roughly \$5.00/mo. Details will be noted on the meeting minutes.

Thank you,

Carole Meikle, CMCA



General Manager, The Meadows



www.PMPmanage.com



100 Greenleaf Lake Forest, Ca 92630



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Thu, Jan 8, 2026 at 4:42 PM

To: Carole Meikle [REDACTED]
Cc: Michelle Anderson [REDACTED], Brandon Collins [REDACTED], Chao Huang [REDACTED], Haibo Jiang [REDACTED]

The meeting notice provided to homeowners stated the meeting would occur at 4:00 p.m., yet the Board convened and conducted business at 3:00 p.m. This constitutes improper notice and materially deprived homeowners of their statutory right to observe and participate in an open board meeting, as required under the Davis-Stirling Common Interest Development Act.

Additionally, homeowners received notice of this meeting only one day in advance, despite California Civil Code §4920 requiring a minimum of four (4) days' notice for open Board meetings.

To the extent the Board or management may attempt to characterize this as an "emergency meeting," that exception does not apply. Under California Civil Code §4923, an emergency meeting is narrowly limited to circumstances involving an imminent threat to life, health, safety, or property, or an immediate risk of significant economic loss requiring immediate action. A budget modification, particularly one affecting future assessments, does not meet the statutory definition of an emergency and does not justify bypassing standard notice requirements.

Whether the Zoom link was technically correct is irrelevant. Homeowners are legally entitled to rely on accurate and timely notice of the date and time of Board meetings. Conducting the meeting early and without the required notice period deprived members of their legal rights and further undermined transparency.

Equally concerning is the continued lack of transparency demonstrated by the Board, as well as the lack of due diligence and care exercised by PMP in issuing an incorrect and untimely meeting notice. Compliance with statutory notice requirements is a fundamental obligation, not a discretionary one.

While the Board's action may be characterized as "good news," the substance of the decision does not cure the procedural violations. Actions taken at an improperly noticed meeting—particularly one lacking the legally required notice period—are procedurally defective and avoidable.

This correspondence constitutes a formal demand. The Board is hereby demanded to:

1. Acknowledge in writing the notice violations described above;
2. Rescind and nullify any votes, approvals, or actions taken at the improperly noticed meeting; and
3. Re-notice and re-hold the meeting in full compliance with California law.

Absent prompt compliance, this notice violation will be incorporated into a comprehensive formal demand letter currently being prepared addressing multiple governance, transparency, and statutory compliance failures. That demand letter will be transmitted to the Board, PMP, and other key stakeholders at Toll Brothers.

Please preserve all correspondence and records related to this issue as part of the Association's official record.

XXXXXXXXXX

Fri, Jan 9, 2026 at 3:06 PM

To: [REDACTED]
Cc: Michelle Anderson [REDACTED], Brandon Collins [REDACTED], Chao Huang [REDACTED], Haibo Jiang [REDACTED]

Thank you for your email and for voicing your concerns regarding the January 8, 2026, emergency meeting to discuss amendments to the 2026 budget.

Please be advised that we have reviewed and your claims, and have determined that the meeting, the relevant notice, and the discussions during the meeting were all done properly and should be considered appropriate for the Association.

As you know, the meeting was noticed as an emergency meeting and is classified as such. Per the Association's Bylaws, which are consistent with Civil Code (Davis-Stirling Act), an emergency meeting can be held by the Board

"if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board." (Bylaws, Article 4, Section 4.15.) Please see below.

4.15 Emergency Meetings. An emergency meeting of the Board may be called by the President of the Master Association, or by any two (2) members of the Board other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide notice to Members as required in Section 4.20. The notice for such emergency meeting shall be given to the **directors** by personal delivery, telephone (including a voice message system or other system with technology designed to record and communicate messages), facsimiles, electronic mail or other electronic means at any time prior to the emergency meeting.

Additionally, pursuant to Article 4, Section 4.18 of the Bylaws, if there is a quorum present at the meeting, "[e]very act or decision done or made by a majority of the directors...shall be regarded as the act of the Board." (Bylaws, Article 4, Section 4.18.) "A majority of the total number of directors shall constitute a quorum for the transaction of business at a meeting of the Board." (*Id.*) For this meeting, four out of the five directors were present, which constitutes a proper quorum for a Board meeting, which means that the Board's decision during that meeting should be confirmed.

Furthermore, the outcome of the meeting was a positive one, and places the Association and you, as a member of the Association, in a better financial position. Claiming that the Association deprived you of any rights by not attending the meeting is inflammatory and can be considered as shifting the focus of the meeting toward controversy, rather than advancing the issue itself.

As such, the emergency meeting and the relevant notice was properly scheduled and held, and the outcome of the subject meeting should be confirmed. The Board intends to ratify the outcome during the January 21, 2026, regularly scheduled meeting and should it be ratified, the changes will be implemented on the next billing cycle.

Thank you for your time and attention to this matter.

Carole Meikle, CMCA



General Manager, The Meadows



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From:

Sent:

To: Carole Meikle [REDACTED]

[Quoted text hidden]

[Quoted text hidden]

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Fri, Jan 9, 2026 at 4:54 PM

To: Carole Meikle [REDACTED]

Cc: Michelle Anderson [REDACTED], Brandon Collins [REDACTED], Chao Huang [REDACTED]

[REDACTED], Haibo Jiang [REDACTED]

Bcc: [REDACTED]

Carole,

I believe the conclusions stated in your response are incorrect as a matter of both fact and governing law, and your continued characterization of the meeting as "properly scheduled and noticed" further compounds the underlying deficiencies.

First, I expressly dispute the designation of the January 8 meeting as an "emergency meeting." The Board's reliance on Article 4, Section 4.15 of the Bylaws is legally and factually unsupportable. That provision permits emergency meetings only where circumstances **could not have been reasonably foreseen** and **require immediate attention and possible action by the Board**. A modification to an already-approved budget—particularly one affecting future assessments—is neither unforeseeable nor exigent. Budgetary matters are inherently deliberative and routinely addressed through regularly noticed open meetings.

Second, the Board's interpretation of "emergency" is impermissibly broad and inconsistent with both the Bylaws and the Davis-Stirling Act. Emergency authority exists to address imminent threats or immediate risks, not to accelerate routine governance decisions. No facts have been articulated—either in the agenda or subsequent correspondence—demonstrating that immediate Board action was required or that the matter could not have been addressed with proper notice.

Third, the Association failed to provide homeowners with meaningful transparency regarding the nature of the meeting. The agenda referenced only a vague "budget revision," offering no explanation of the purported emergency, the urgency involved, or the consequences of delay. If this were, in fact, an emergency, homeowners were entitled to know **what the emergency was** and **why immediate action was required**. The absence of such disclosure further undermines the legitimacy of the emergency designation.

Your reliance on quorum provisions and the assertion that the outcome was "positive" are legally irrelevant. Compliance with notice requirements and homeowner participation rights is not outcome-dependent. Procedural defects are not cured by post hoc ratification or by the Board's subjective view of the result.

Moreover, your statement that "the emergency meeting and the relevant notice was properly scheduled and held" is inaccurate and continues to **perpetuate management's failure to exercise reasonable care** in ensuring statutory and governing-document compliance. Reasserting that position, despite clear notice deficiencies and an unsupported emergency designation, raises serious concerns regarding PMP's diligence and oversight obligations to the Association.

Finally, characterizing a homeowner's assertion of statutory rights as "inflammatory" is inappropriate and misplaced. Transparency and lawful process are foundational obligations, not optional considerations.

As previously stated, this issue is being incorporated into a comprehensive formal demand and grievance letter currently in preparation, addressing multiple governance, transparency, and statutory compliance issues. That correspondence will be transmitted to the appropriate parties in due course.

Regards,

[REDACTED]

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