

Stephen Hill
 Spyglass Lane
Citrus Heights, CA 95610

August 15, 2024

Bradley J. Epstein
Grime Law LLP
Sacramento
Manteca
Fresno
Los Angeles

Dear Mr. Epstein,

I received an updated second “Cease and Desist” warning sent by you by certified mail and by regular mail today. When I called you previously, you said you would “call the Association” and you specifically stated that you would call me back. Instead of calling me back—with no intermediate communication—you sent a second Cease and Desist letter with a new deadline.

Your second letter was dated August 13, 2024, while my response letter was dated August 11, 2024. Because of the closeness of the mailing dates and especially since you did not refer to my letter, they obviously crossed in the mail. By now you have received my response letter, but I am also enclosing it herein so you can easily verify this for yourself.

My August 11th letter asked three basic questions, the answers to which are essential to help me (and my son) to know how to respond appropriately to the Homeowners Association. He is assuring me that he will make changes, but since the direction provided in your “Cease and Desist” is vague, it is impossible to know what will ultimately be deemed acceptable. In your letter, you said (so) “*as not (to be) confusingly similar and so that they cannot be reasonably confused as being on behalf of the Association.*” We already have differing opinions about what “reasonably confused” means. So, who decides? Is my son expected to make changes until the “Cease and Desist” letters stop? That’s not reasonable.

Therefore, in fairness to both the Association and to my son and me, the Homeowners need to respond to my August 11, 2024 letter. Of course, that means any changes he may make in the meantime may not satisfy the Homeowners Association before your newly revised deadline of August 19th. I, therefore, request the Association defer whatever action they deem necessary until they have at least answered my letter and allowed time to take action.

In my letter of the 11th, I expressed that one-way communication from the Board is a major problem. Such action is inefficient, unnecessarily antagonistic (especially between neighbors), and costs time and money. We want to give the Association the chance to redirect the nature of the dialogue and help us all move to a healthier relationship. In pursuit of that, my son requested through a Board member to meet with the Board (without the threat implied by a

“hearing”) to resolve and satisfy their concerns—once and for all—and with the anticipation of creating a platform for the “Association” to participate in an online forum. The goal is to create a positive, healthy community.

As you can see, it is **our nature** (mine and my son’s) **to find amiable solutions**. This second “Cease and Desist” is clearly yet another direct challenge to that mantra. Still, I can virtually guarantee the “Association” that if they really want a resolution, they can have it. We are offering several avenues to resolve their concerns. It really is up to them.

Now, a disclaimer: we affirmatively assert our First Amendment rights.

Thank you for your attention to these matters. I await your response to my questions as we seek resolution of this matter.

Please respond **only by mail** to:

Stephen Hill
2815 Watson Court
Montague, CA 96064

Very truly yours,



Stephen Hill
Teacher

Attachments:

1. Grime Law “Cease and Desist” Letter dated, August 13, 2024
2. Hill Response to initial Grime Law “Cease and Desist” letter, dated August 11, 2024