

SEVENTH JUDICIAL DISTRICT COURT
COUNTY OF CATRON
STATE OF NEW MEXICO

FILED
7th JUDICIAL DISTRICT COURT
Catron County
4/10/2025 5:47 PM
RACHEL GONZALES
CLERK OF THE COURT
/s/ Micaela Zamora

JESSE CHILDERS, Individually and on behalf of
WILD HORSE RANCH LANDOWNER’S ASSOCIATION,
CHAIRMAN OF THE BOARD,

Plaintiff,

v.

No. D-728-CV-2024-00026

ALAN DUGAN, EX-PRESIDENT;
JIM FEEHAN, EX-SECRETARY and EX-TREASURER;
CARMEN BRONOWSKI, EX-TREASURER;
JERRY FOLWER, EX-DIRECTOR;
GREG BRONOWSKI, EX-DIRECTOR;
RON RACICOT, EX-DIRECTOR;
MITZY LADRON-NICHOLS, EX-DIRECTOR;
STEVE MALVITZ, EX-DIRECTOR;
RACHEL PONDER, EX-PONDER, EX-DIRECTOR;
ANDY RHOMERG, EX-DIRECTOR; AND
RON RACICOT, EX-DIRECTOR,

Defendants.

**DEFENDANTS’ RESPONSE TO PLAINTIFF’S MOTION FOR
PRESENTMENT OF ORDER**

COME NOW, Defendants, ALLEN DUGAN et al., minus MITZY LADRON-NICHOLS,
(the “Defendants” and referred to herein as the “Board of Directors” or “Board”), by and through
their attorney, MCKADE R. LOE, Rosebrough, Fowles & Foutz P.C. and for their Response to
Plaintiff’s Motion for Presentment Order state as follows:

STATEMENT OF THE FACTS

1. A hearing was held on February 17, 2025, wherein the Court heard arguments from
both parties.

2. During argument, the Court found that 4 members of the board, Jim Feehan, Andy Romberg, Jerry Fowler, and Rachel Ponder, were still in their two-year term and were not removed because the process for removal was not followed. *See Recording of the Court Hearing on February 17, 2025 at 2:59:38.*

3. The Court further stated that the remaining three seats, that were up for election, were not filled because the election process was not followed when the Board of Directors decided to save costs and certify the election rather than sending out the ballots, pursuant to the election process. *See Recording of the Court Hearing on February 17, 2025 at 3:11:13; see also 3:11:32.*

4. The Court ultimately made the finding that: Jim Feehan, Andy Romberg, Jerry Fowler, and Rachel Ponder were not removed by any action of Jesse Childers and ordered that they retain their position as board members of the Wild Horse Ranch Landowners Association, because the proper removal proceedings were not followed. *See Recording of the Court Hearing on February 17, 2025 at 3:14:25; see also Recording of the Court Hearing on February 17, 2025 at 3:15:30.*

5. The Court asked Counsel to work together to see if they could resolve the remaining matters. *Recording of the Court Hearing on February 17, 2025 at 3:15:36.* If a resolution could not be completed, the Court stated that it will “happily revisit the dueling motions for preliminary injunctions for more specificity.” *See Recording of the Court Hearing on February 17, 2025 at 3:17:00.*

6. The Court further stated that in the interim it was going to “In-Part Grant the Defendants Motion for Preliminary Injunction given the fact that the four current sitting members of the board were improperly removed.” *See Recording of the Court Hearing on February 17, 2025 at 3:15:54.*

7. Further, the Court stated that the “Plaintiffs need to cease whatever they are doing, their website, their email on behalf of the association pending further resolution in this matter.”

See Recording of the Court Hearing on February 17, 2025 at 3:16:24

8. Because of the short time allotted for the hearing the Court acknowledged that “we were not able to address everything that was on the agenda for the day.” *See Recording of the Court Hearing on February 17, 2025 at 3:12:27.*

9. At no point, during the hearing, did the Court “Den[y] In Part” Defendants Motion for a Temporary Restraining Order, rather, the Court stated that if the parties could not reach a resolution it will “happily revisit the dueling motions for preliminary injunctions for more specificity.” *See Recording of the Court Hearing on February 17, 2025 at 3:17:00.*

10. Counsel for Defendants has prepared an Order detailing all of this information and making findings that are consistent with what the Court has stated during the hearing held on February 17, 2025, hereto attached as **Exhibit 1**.

11. The reason counsel for Defendants was slow in filing a Presentment Order was because counsel for Defendants was aware that this would be contested and wanted to have time to receive and review the transcript from the hearing to ensure that all the information was correct and supported by the record.

RESPONSE TO PLAINTIFFS MOTION FOR PRESENTMENT ORDER

12. Counsel for Jesse Childers has violated the rules of civil procedure by filing his Motion for Presentment Order (the “Motion”) without seeking the concurrence of Counsel for Defendants. *See NMRA Rule 1-007.1(C); see also Motion for Present Order.*

13. Jesse Childers makes many conclusory statements that the court allegedly made “findings” that (1) the July 5th, 2024, meeting convened to order; (2) the three vacant seats can

only be filled at the annual meeting; (3) the July 5th annual meeting of the membership did result in the membership of the Association voting for three new Board members; and (4) Jesse Childers, Eilen Wright, Michael Steele, and Ron Allen were elected on July 5th.” Jesse Childers Proposed Order attached to the *Motion for Presentment Order* at ¶6, 13, 16, and 17.

14. The problem is, Jesse Childers does not use any citations to support his conclusions. When one does not cite any legal authority to support their position, it is presumed that there is none. *See State v. Vandever*, 2013-NMCA-002, ¶ 19, 292 P.3d 476, 481.

15. To agree with Jesse Childers that the court found the meeting held on July 5, 2024, resulted in him being voted as member of the Association would require many additional findings of fact and conclusions of law; including that the election process, as established by the Association, is void.

16. Jesse Childers is stating that the Court found: (1) the election process as outlined in the governing documents is invalid; (2) the meeting held on July 5, 2024, was properly called to order (note: the Court stated “none of the directors, and there were four sitting directors as of July 5, [2024] called that meeting to order” *See Recording of the Court Hearing on February 17, 2025* at 3:13:04); (3) proxies were properly filed with the Secretary, even though the Secretary testified that no proxies were received; (4) there were enough members to constitute a quorum; and (5) there were enough votes to conduct business.

17. The Court did not make any of these findings at the hearing on February 17, 2025. This is, yet again, another attempt from Jesse Childers to deceive the Court in believing that things are untrue.

18. In the Motion, Jesse Childers argues that “the results of these findings and rulings by the Court at the hearing would bar the Defendants from the actions they have been taking since

the Court's hearing. The Defendants have and are continuing their attempt to disregard the Membership vote at the July 5th meeting and simply appoint the new Board members for the three vacant positions and the one position now held vacant by failing to act in good faith to provide the Court with an appropriate order on how such replacements for the Board must be selected." *Motion for Presentment Order*.

19. This is the opposite. The findings from the Court and the direction from the Court were that Plaintiffs shall stop acting on behalf of the Association and that Defendants Jim Feehan, Andy Romberg, Jerry Fowler, and Rachel Ponder shall continue to act for the Association. It is unsure if they are still attempting to act on behalf of the Association.

20. The Order from the Court would only restrict the behavior and actions of Jesse Childers, not the other way around.

21. Jesse Childers also states: "Defendants have made no effort to settlement the matter, but they have used the time rather to ensure their continued control of the Board of Directors into the future by attempting to modify the Associations by-laws through internal Board resolutions to avoid conducting a membership vote..." *Motion for Presentment Order*.

22. This is absolutely ridiculous. In fact, this is a complete slap in the face to the Court as this is nothing but an absolute, bold-faced lie.

23. Jesse Childers did not, nor can he, cite anything to support his contention that Defendants "have used their time rather to ensure their continued control of the Board of Directors into the future by attempting to modify the Associations by-laws through internal Board resolutions to avoid conducting a membership vote." This is nothing but a false statement attempting to deceive the Court.

24. Counsel for Defendants, reached out to Counsel for Jesse Childers on February 18, 2025, the day after the hearing, requesting that the parties work collaboratively to reach a resolution in accordance with the bylaws. *See* Email from McKade Loe to Andrew M. Sanchez, dated February 18, 2025, hereto attached as **Exhibit 2**.

25. There was no response provided by Counsel for Jesse Childers.

26. Counsel for Defendants reached out again to Counsel for Jesse Childers on February 26, 2025, asking for an update and providing the Proposed Order. *See* Email from McKade Loe to Andrew M. Sanchez, dated February 26, 2025, hereto attached as **Exhibit 2**.

27. There was no response provided by Counsel for Jesse Childers.

28. Because so many of Counsel for Defendant's emails have gone unanswered, Counsel for Defendants sent another email on February 28, 2025, requesting an update and stating that if no response was received he would be forced to send the proposed order as is, really in a last ditch attempt to get a response from Counsel for Jesse Childers. *See* Email from McKade Loe to Andrew M. Sanchez, dated February 28, 2025, hereto attached as **Exhibit 2**.

29. Finally, Counsel for Jesse Childers responded to the email requests on February 28, 2025.

30. This included a one-time offer to "reach a resolution" with a deadline of March 5, 2025.

31. Counsel for Defendants, on February 28, 2025, responded to Counsel for Jesse Childers and stated that additional time would be necessary to allow the Board of the Association to meet and review the settlement offer. Counsel requested additional time and no response was provided by Counsel for Jesse Childers. *See* Email from McKade Loe to Andrew M. Sanchez, dated February 28, 2025, hereto attached as **Exhibit 2**.

32. On March 12, 2025, Counsel for Defendants reached out again, requesting an update from Counsel for Jesse Childers. *See* Email from McKade Loe to Andrew M. Sanchez, dated March 12, 2025, hereto attached as **Exhibit 2**.

33. Counsel for Jesse Childers responded on March 14, 2025.

34. No more communication between counsels occurred and then this Motion followed.

35. One of the biggest issues that arose during attempts to settle was the need to discuss the Notice of Substitution of Counsel.

36. Counsel for Defendants, in light of the Finding made by the Court, suggested that he represent the Association going forward because he represents Jim Feehan, Andy Romberg, Jerry Fowler, and Rachel Ponder, who are the true members of the Board of Directors for the Association. *See Recording of the Court Hearing on February 17, 2025* at 3:19:09.

37. Mr. Sanchez agreed that Mr. Loe should represent the Association and that Mr. Loe should file an Entry of Appearance on behalf of the Association. *See Recording of the Court Hearing on February 17, 2025* at 3:20:10; *see also Recording of the Court Hearing on February 17, 2025* at 3:20:22.

38. The Court further entered an Order on March 4, 2025, stating that the Association shall pay any costs and attorney fees associated with its legal representation by Andrew M. Sanchez, in this present case. *See Order from March 4, 2025*, hereto attached as **Exhibit 3**.

39. The Order further states: “Plaintiff Jesse Childers shall reimburse the Association for all the fees and costs paid to Mr. Sanchez for his representation of the Association should he not prevail in this cause of action.” *See Exhibit 3*.

40. The biggest contention in this cause of action is whether or not Jesse Childers was properly elected on July 5, 2024.

41. Jim Feehan, Andy Romberg, Jerry Fowler, and Rachel Ponder who represent the Association, contend that he was not.

42. Jim Feehan, Andy Romberg, Jerry Fowler, and Rachel Ponder, represent the Association. *See* NMSA 1978, §53-8-25.1; *see also* NMSA 1978, §53-8-5; *see also* NMSA 1978, §53-8-17; *see also* Bylaws of the Association, hereto attached as **Exhibit 4** at Art. IV, Sec. 8.

43. The order, as presented by Counsel for Jesse Childers, requests that the court make a finding that “The July 5th annual meeting of the membership did result in the membership of the Association voting for three new Board members. As such, Jesse Childers, Eileen Wright, Michael Steele and Ron Allen were elected on July 5th, but there were only three seats available on the Board of Directors for the Association.” *See Jesse Childers Order* attached to the Motion at ¶16-17.

44. This would mean, that the Court would have to make a finding that Jesse Childers was elected properly at the July 5th, 2024, meeting, essentially allowing him to “prevail on his claims” that he had the authority to act on behalf of the Association, when he did not.

45. This is in direct conflict with the wishes of Association through the Defendants.

46. In essence, Andrew M. Sanchez, who represented the Association, now wishes to argue against the wishes of the Association while advocating on behalf of Jesse Childers. This is a major conflict of interest that cannot be ignored, especially when he, in this very motion, is advocating for Jesse Childers against the Association.

47. Because Andrew M. Sanchez has not been zealously advocating on behalf of the Association, Jim Feehan, Andy Romberg, Jerry Fowler, and Rachel Ponder, sent Andrew M.

Sanchez a Close of Representation Letter, informing him that his services for the Association were no longer needed. *See* Close of Representation Letter, hereto attached as **Exhibit 5**.

48. Because (1) Andrew Sanchez had agreed that he would be withdrawn as counsel and the McKade R. Loe should enter his appearance for the Association; (2) Andrew M. Sanchez, in his advocacy for Jesse Childers, has taken positions adverse to the Association; and (3) the Association, through its board of directors sent a Close of Representation Letter, a Notice of Substitution of Counsel has been filed with the Court.

49. For this reason, the parties have been discussing the options to proceed so that proper settlement negotiations could be conducted without violating the Rules of Professional Conduct, but no agreements were reached, causing the delay and ultimately leading to the filing of this Motion.

50. Nonetheless, in light of the Court findings at the hearing on February 17, 2025, and the Order entered by this Court on March 4, 2025, there are major conflict of interest issues that simply cannot be ignored.

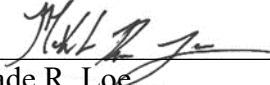
51. Jesse Childers attempts to use this Presentment Oder as an avenue to circumvent the process, having the court find that he was properly elected, allowing him to “prevail on his claims” before addressing the obvious conflict of interest issues. Especially when this question has not been addressed by the Court. *See Recording of the Court Hearing on February 17, 2025, generally.*

WHEREFORE, the Defendants respectfully request that the Court (a) Deny Jesse Childers’ Motion as attached in his Motion for Presentment Order; (b) Enter the Order as Provided by Defendants in accordance with the Record from the Hearing; award Defendants attorney fees; (c) schedule a hearing so this matter may be resolved, if the Court deems such a hearing necessary;

and (d) grant such other relief as may be proper.

Respectfully submitted,

ROSEBROUGH, FOWLES & FOUTZ, P.C.

By 
McKade R. Loe
Attorney for Defendants
101 West Aztec Ave., Suite A
P.O. Box 1027
Gallup, New Mexico 87305-1027
(505) 722-9121
mckade@rf-lawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on April 10, 2025, a true and correct copy of the foregoing was e-filed through the Court's e-filing system and served upon Plaintiff's counsel of record by email/mail.


McKade R. Loe

EXHIBIT “1”

SEVENTH JUDICIAL DISTRICT COURT
COUNTY OF CATRON
STATE OF NEW MEXICO

JESSE CHILDERS, Individually and on behalf of
WILD HORSE RANCH LANDOWNER'S ASSOCIATION,
CHAIRMAN OF THE BOARD,

Plaintiff,

v.

No. D-728-CV-2024-00026

ALAN DUGAN, EX-PRESIDENT;
JIM FEEHAN, EX-SECRETARY and EX-TREASURER;
CARMEN BRONOWSKI, EX-TREASURER;
JERRY FOLWER, EX-DIRECTOR;
GREG BRONOWSKI, EX-DIRECTOR;
RON RACICOT, EX-DIRECTOR;
MITZY LADRON-NICHOLS, EX-DIRECTOR;
STEVE MALVITZ, EX-DIRECTOR;
RACHEL PONDER, EX-PONDER, EX-DIRECTOR;
ANDY RHOMERG, EX-DIRECTOR; AND
RON RACICOT, EX-DIRECTOR,

Defendants.

**ORDER GRANTING IN PART DEFENDANTS MOTION FOR TEMPORARY
RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

THIS MATTER came before the Court for a hearing on February 17, 2025 upon Plaintiffs' Motion Preliminary Injunction, Defendants Motion to Dismiss for Lack of Standing, and Defendants Motion for Temporary Restraining Order and Preliminary Injunction and, after hearing arguments from counsel and having considered and reviewed said Motions, the Court FINDS:

1. The Court has jurisdiction over this matter.
2. The Wild Horse Ranch Landowners Association, Inc. (the "Association") is a New Mexico Nonprofit with its principal place of business in Catron County, New Mexico.

3. The Court has Jurisdiction over this matter and Venue is proper in this Court.
4. The Board of Directors for the Association had planned to hold the annual members meeting on July 5, 2024.
5. However, once it became clear to the Board of Directors that there were hostile contentions amongst members present, the Board determined it was best to postpone the annual meeting.
6. However, at the July 5, 2024, gathering an attempted vote was conducted to remove all Board Members from the Board of Directors for the Association.
7. That vote was not in harmony with the removal process as detailed in the governing documents of the Association for the removal of Board Members, as such, the vote failed and no Board Members were removed by vote on July 5, 2024.
8. As of July, 2024, there were three seats on the Board of Directors that were up for election.
9. Because there were only three nominees and three seats available, the Board of Directors determined to save costs by not sending out ballots to landowners but rather certify the election.
10. This decision was not in harmony with the governing documents and the process outlined for the election of Board Members.
11. As such, there are three vacant seats with the Board of Directors that must be filled in accordance with the Governing Documents of the Association.
12. Jesse Childers has been acting as if he were the Chairman of the Board of Directors.
13. Jesse Childers and his board have created a separate website on behalf of the Association.

14. Jesse Childers and his board have sent various messages and letters to the members of the Association making statements that they are the true members of the Board of Directors.

15. Jesse Childers and his board have been conducting meetings, and other business on behalf of the Association.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant's Motion for Temporary Restraining Order and Preliminary Injunction is hereby GRANTED IN-PART.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants, JIM FEEHAN, ANDY ROMBERG, JERRY FOWLER, and RACHEL PONDER were not removed in their positions as Board Members for the Association and shall continue to act in their capacity as Board Members of the Association.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, JESSE CHILDERS, and his board, must immediately cease acting on behalf of the Association.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall cause the separate website for the Association, created by his board, to be immediately deleted.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall cause that all messages and announcements sent to members of the Association by him or his board should be corrected, letting members know that his board does not represent the Association.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED because Plaintiff and Defendant were unable to work together to determine a resolution to fill the three vacant seats on the Board of Directors in accordance with the governing documents of the Association within thirty days of the date of the hearing, the Court will hold a hearing on all pending Motions for more specificity.

SO ORDERED.

HON. MERCEDES C. MURPHY
District Court Judge

SUBMITTED BY:

/s/ McKade R. Loe

McKade R. Loe

Attorney for Defendants

APPROVED AS TO FORM:

Not Approved

Andrew M. Sanchez, Esq.

Attorney for Plaintiff

EXHIBIT “2”

McKade Loe

From: McKade Loe
Sent: Wednesday, March 12, 2025 7:34 PM
To: Andrew M. Sanchez
Cc: Wendy Olivas; Jasmine Lementino; Wilhelmina Yazzie; Nicole Fernandez
Subject: RE: Proposed Order from Hearing on February 17, 2025

Good Evening,

I hope all is well. I have not heard anything from you since February 28, 2025. As you are aware we are under time constraints by the court to try and seek some resolutions. May I get an update on your position for the Notice of Substitution of Counsel. We need to get this filed ASAP so as not to delay this matter any longer. This is priority, there are certainly other matters in which I will need a response from you, but this is of utmost importance. If I do not hear anything from you, I will be left with no choice but to note that you have not responded and get it filed.

Thank you.

McKade Loe, Attorney
Rosebrough, Fowles & Foutz, P.C.
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From: McKade Loe
Sent: Monday, March 10, 2025 4:45 PM
To: 'Andrew M. Sanchez' <asanchez@edlawyer.com>
Cc: 'Wendy Olivas' <wolivas@edlawyer.com>; Jasmine Lementino <Jasmine@rf-lawfirm.com>; Wilhelmina Yazzie <Wilhelmina@rf-lawfirm.com>; Nicole Fernandez <nicole@rf-lawfirm.com>
Subject: RE: Proposed Order from Hearing on February 17, 2025

Mr. Sanchez,

Please see the attached correspondence from the Board of Directors from the Wild Horse Ranch Landowners Association. As you are aware, the Board of Directors has hired me to represent the Wild Horse Ranch Landowners Association in all matters. As this point, your services for the Wild Horse Ranch Landowners Association are no longer needed.

As anticipated, the Association is unwilling to waive the conflict-of-interest implications that are obvious in this matter. When can we expect your withdrawal of representation for Jesse Childers? This needs to take place as soon as possible as the Judge has placed a time constraint on the parties to reach a resolution (must be done by March 17, 2025) and, in accordance with the Rules of Professional Conduct, I am unable to communicate with Jesse Childers while he is represented. Additionally, we have a Motion to Amend the Pleadings and a Motion for Declaratory Judgment that must be filed as soon as possible, in accordance with the Rules of Civil Procedure, I must get his position on said motions before filing, but in accordance with the Rules of Professional Conduct, I cannot contact Jesse while he is represented. I also need to discuss the Order following the Hearing held on February 17, 2025, with Jesse. Please Note, we will not object to any motions which you may need to file in the withdrawal process.

Please direct all future communication to the Wild Horse Ranch Landowners Association to me and I will be sure to relay the same to the Board of Directors.

I look forward to your swift response.

McKade Loe, Attorney
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From: McKade Loe
Sent: Friday, February 28, 2025 6:01 PM
To: Andrew M. Sanchez <asanchez@edlawyer.com>
Cc: Wendy Olivas <wolivas@edlawyer.com>; Jasmine Lementino <jasmine@rf-lawfirm.com>; Wilhelmina Yazzie <Wilhelmina@rf-lawfirm.com>; Nicole Fernandez <nicole@rf-lawfirm.com>
Subject: RE: Proposed Order from Hearing on February 17, 2025

Good Afternoon,

Thank you for your response.

I have received your suggested changes to the Order and have made my own. One of the biggest things that you want to include in the Order which cannot be included is a finding that the July 5, 2024, "meeting" was legitimate.

You will have to prove that (1) it was called to order; (2) there was the required quorum present; (3) there were proxies filed with the Secretary; and (4) there were enough votes to make any decisions. Because this question has not been determined by the Court, I did not include any language that the Certified Election Results as filed by your Client with the County, should be revoked. I believe this is a question that will need to be litigated in the near future. Thus, any findings related to the legitimacy or illegitimacy of that meeting should be reserved for a future date.

Further, your contention that the court concluded that there were four people elected in the July 5, 2024, meeting, is inaccurate. As mentioned, the legitimacy of that meeting has yet to be determined. The Court was displeased with the Board certifying the election without sending out the ballots. As such, it seems that there are three seats that need to be filled. However, you even agree that the court found that four of the seats were not up for election in July, 2024. As such, those four individuals remain on the Board of Directors and control the Association. I do not understand why you believe that "it is clear that the four current Board Members can and will be challenged as being illegitimate Board Members when none of them were elected by a membership vote as required under the governing documents as stated by the Court." What do you mean by this?

Further, your resolutions are not in harmony with the bylaws and/or governing documents of the association. To the extent I am mistaken, can you please provide me with the citation in the governing documents to support your proposed resolutions? There are procedures in place to fill vacate seats of the Board of Directors. Further, as mentioned, the Judge indicated displeasure with the fact that the Board, in an attempt to save on costs, certified the election rather than sending the ballots out to all members of the association. One option would be to send the ballots out in accordance with the election process as should have been completed in the first place.

I will admit, I am shocked by stance which Jesse Childers has taken. As you should be aware, there are four seats up for election, right now, to be filled in July, 2025. Jesse Childers and other on his board have been nominated to serve but have refused to accept the nomination. If they really want to be on the board, why would they not just accept the nomination?

Nonetheless, I will relay your Offer of Settlement to the Board of Directors for the Association for their consideration. You have placed a deadline of March 5, 2025. Would you be willing to extend that deadline to allow the board the opportunity to meet and discuss your resolution?

Lastly, as you have been involved in this matter "on behalf of the Association" and as you have indicated in the Proposed Order, you will be withdrawing as counsel for the Association and I will be stepping in. I will relay the consequences of such actions to my clients; however, I am not sure if they would be willing to agree to allow you to continue representing Jesse Childers in litigation directly adverse to the Association. There may be a conflict-of-interest matter at hand. Nonetheless I will explore the matter in further detail with them and get back to you.

I will let you know what the Board of Directors have to say in response to your Settlement Offer.

Thank you and have a wonderful weekend.

McKade Loe, Attorney
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From: Andrew M. Sanchez <asanchez@edlawyer.com>
Sent: Friday, February 28, 2025 4:49 PM
To: McKade Loe <mckade@rf-lawfirm.com>
Cc: Wendy Olivas <wolivas@edlawyer.com>
Subject: RE: Proposed Order from Hearing on February 17, 2025
Importance: High

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ANDREW M. SANCHEZ



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From: McKade Loe <mckade@rf-lawfirm.com>
Sent: Friday, February 28, 2025 1:52 PM
To: Andrew M. Sanchez <asanchez@edlawyer.com>

Cc: Wendy Olivas <wolivas@edlawyer.com>

Subject: RE: Proposed Order from Hearing on February 17, 2025

Good Afternoon Mr. Sanchez,

I hope all is well.

I am following up on this matter, to get your position on the proposed Order as drafted. If I do not hear anything, I will be forced to send it as is and note that I was unable to get a response from you.

Thank you.

McKade Loe, Attorney
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From: McKade Loe

Sent: Wednesday, February 26, 2025 9:34 AM

To: Andrew M. Sanchez <asanchez@edlawyer.com>

Cc: Wendy Olivas <wolivas@edlawyer.com>

Subject: RE: Proposed Order from Status Hearing of August 1st

Good Morning Mr. Sanchez,

Please see the attached proposed Order following the hearing on February 17, 2025. Please let me know if I may note your approval as to form.

Additionally, I have not heard any response from you on my email below. Given the short amount of time available to reach a resolution, I am concerned that you have not responded. You have mentioned, on multiple occasions, that you would like to reach an amicable resolution, however you have not produced any proposals. Do you intend to?

Please let me know at your earliest convenience. If I do not hear anything from you by Friday at 12:00 pm, I will send the Proposed Order as written to the Hon. Judge Murphy.

Additionally, we will likely need to amend the caption to the current complaint and counterclaim to reflect that Jesse Childers does not act on behalf of the Association and correct the Defendants to include the members of the Board only and make the distinction that the Defendants are the current members of the Board of Directors for the Association.

Lastly, if the Association is required to pay your fees for the work you performed on behalf of the Association, we will be seeking reimbursement from Jesse. It is not fair to require the Association to incur attorney fees for both prosecuting and defending a completely unnecessary case against itself. Nonetheless, being that you intend to seek payment for your attorney fees from the Association, can you please provide me with a detailed invoice of the work you have performed and a total bill you are requesting along with any engagement letter you have with Jesse's board? With this information, I can present it to the Board of Directors of the Association for further discussion. Obviously, we cannot ask for any communication between yourself and Jesse as that would violate attorney-client privileges, we only seek the information related to the work allegedly completed for the Association. Would it be possible to differentiate the work you performed for Jesse Childers and Jesse's board? Do you intend to represent Jesse going forward?

I look forward to hearing from you soon.

Thank you.

McKade Loe, Attorney
Rosebrough, Fowles & Foutz, P.C.
505.722.9121
505.722.9490 (fax)
101 W. Aztec Ave., Suite A
P.O. Box 1027
Gallup, NM 87305-1027



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From: McKade Loe <mckade@rf-lawfirm.com>
Sent: Tuesday, February 18, 2025 1:23 PM
To: Andrew M. Sanchez <asanchez@edlawyer.com>
Cc: Wendy Olivas <wolivas@edlawyer.com>
Subject: Re: Proposed Order from Status Hearing of August 1st

Good Afternoon Mr. Sanchez,

I am working on getting an order drafted up following the hearing yesterday to send to you for your approval. However, I wanted to reach out, considering the short amount of time available to work out a resolution, and begin conversations regarding potential options to settle this matter. I believe it is vitally important to adhere to the governing documents of the association when discussing options to resolve this matter. It seems, that the Judge found issue with the election process from the 2024 election, leaving three seats potentially vacate. The Bylaws do not give any direction or guidance for holding a special election to vote in board of directors, but rather allow the remaining directors in office, though less than a quorum, by majority vote appoint any qualified person to fill such vacancy and to hold office for the unexpired term of his predecessor and until his successor shall be duly chosen. See *Bylaws Amendment 7* Article IV, Section 7. Nonetheless, we will await to hear from you on your ideas on the matter, with the hope of reaching an amicable resolution.

In the meantime, I have been able to verify whether Jesse has deleted the separate website he created and he has yet to do so. When can we expect that website to be deleted. Additionally, Jesse has sent a letter to landowners, just recently, stating that they should not pay their dues, which are coming due very soon. When will Jesse recant that position, informing landowners that his "association" and "board" are not the actual board of directors for the association and that any statements by him and his board should be disregarded?

Lastly, I am trying to seek clarification. It is my understanding that Jesse was elected in 2023 to serve on the Board of Directors for a two-year term, meaning had he not resigned, his term would not have expired until this July. I am curious as to why he decided to resign, only to fabricate a vote appointing himself as "Chairman," even though no such position exists. Can you provide information on this? If he wanted to be on the board why did he resign just to cause this chaotic situation?

I look forward to hearing from you.

McKade Loe, Attorney

Rosebrough, Fowles & Foutz, P.C.

505.722.9121

505.722.9490 (fax)

101 W. Aztec Ave., Suite A

P.O. Box 1027

Gallup, NM 87305-1027



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mckade@rf-lawfirm.com

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From: Andrew M. Sanchez <asanchez@edlawyer.com>
Sent: Friday, November 1, 2024 5:47 PM
To: McKade Loe <mckade@rf-lawfirm.com>
Cc: Wendy Olivas <wolivas@edlawyer.com>
Subject: Proposed Order from Status Hearing of August 1st

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Loe,

The proposed order is consistent with the recording of the hearing from the Court, which ordered the Association to pay for legal representation of the Association in this case. Contrary to your assertion, the obligation of reimbursement is triggered at the end of the case. Please let me know if you concur in the Proposed Order. If not, I will file a Motion for Presentment on Monday afternoon.

ANDREW M. SANCHEZ



C: (505) 259-2069
F: (312) 565-0000
5051 Journal Center Boulevard, N.E. Suite 320
Albuquerque, New Mexico 87109

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EXHIBIT “3”

SEVENTH JUDICIAL DISTRICT COURT
COUNTY OF CATRON
STATE OF NEW MEXICO

FILED
7th JUDICIAL DISTRICT COURT
Catron County
3/4/2025 3:08 PM
RACHEL GONZALES
CLERK OF THE COURT
/s/ Jerome Adam

JESSE CHILDERS, individually and
OBO WILD HORSE RANCH LANDOWNER'S
ASSOCIATION,

Plaintiffs,

D-728-CV-2024-00026

Judge Murphy

v.

ALAN DUGAN, et al.,
Defendants.

ORDER ON INTERIM COSTS AND FEES

THIS MATTER having come before the Court on the Plaintiffs' Motion for Presentment on Order filed November 13, 2024.

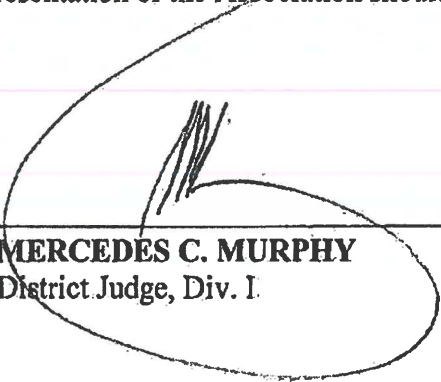
At the hearing held on February 17, 2025, the Court indicated that it would rule on the Motion without hearing and would let counsel know if more information was required.

The Court having reviewed the Motion, the Defendants' Response, the Reply thereto, the record of the hearing held on August 1, 2024, and considered the arguments of counsel FINDS that the Motion is well taken.

THEREFORE, IT IS ORDERED that the Wild Horse Ranch Land Owners' Association shall pay for any costs and attorneys fees associated with the legal representation of the Association by Mr. Sanchez and brought by Plaintiff Childers.

IT IS FURTHER ORDERED that any invoice for reasonable legal fees and costs shall be separate and apart from any legal fees and costs incurred for the representation of Plaintiff Childers individually. He shall be responsible for his own attorneys fees and costs.

IT IS FURTHER ORDERED that Plaintiff Childers shall reimburse the Association for all the fees and costs paid to Mr. Sanchez for his representation of the Association should he not prevail in this cause of action.



MERCEDES C. MURPHY
District Judge, Div. I.

EXHIBIT “4”

**BY-LAWS
OF
WILD HORSE RANCH
LANDOWNERS' ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Wild Horse Ranch Landowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located initially on the York Ranch in Pie Town, New Mexico at the office of The Ranch Associates, Ltd., Co. until such time as the Board of Directors designates such other location as it may deem appropriate for such purposes.

ARTICLE II

DEFINITIONS

Terms used in these By-laws having initial capital letters but not otherwise defined in these By-laws shall have the meanings specified below.

"Activate", "Activated" and "Activation" shall refer to the recordation in the office of the County Clerk of Catron County, New Mexico of a notice executed by the Declarant to the effect that a particular Phase which has been acquired by the Declarant has been subjected by the Declarant to the Declaration. The real property referred to as "Phase I" on the Subdivision plat shall be Activated by the recordation of the Declaration.

"Association" shall mean Wild Horse Ranch Landowners' Association, Inc., its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"Declarant" shall mean Wild Horse Ranch L.L.C. and the successors and assigns of its rights and powers hereunder.

"Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for the Subdivision, as amended from time to time.

"Default Rate" shall mean a rate of interest equal to the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law.

"Lot" shall mean any numbered lot as shown on the Subdivision plat of a Phase which has been Activated.

"Majority of the Members" means Members owning a majority of the Lots.

"Member" shall mean a member of the Association, including the Declarant so long as the Declarant is the Owner of one or more Lots.

"Owner" shall mean a record holder of beneficial or equitable title and legal title if legal title has merged with the beneficial or equitable title, to the fee simple interest in any Lot. Owner shall not include: (a) a Person having an interest in a Lot merely as security for the performance of an obligation; or (b) a tenant of a Lot.

"Person" shall mean a natural person or a corporation, limited liability company, partnership, joint venture, trust, or any other legal entity.

"Phase" shall mean a portion of the Subdivision indicated as a "phase" on the plat for the Subdivision.

"Property" shall mean the real property comprising the Subdivision.

"Subdivision" shall mean that portion which has been Activated of Wild Horse Ranch Subdivision, a subdivision located in Catron County, New Mexico and developed by Declarant, including the roads and any common areas shown on the Subdivision plat.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings: Annual meetings of Members for the election of Directors and for such other business as may be stated in the notice of the meeting, or as may properly come before the meeting, shall be held at such places, within or without the State of New Mexico, and at such times and dates as the Board may designate. If the Board fails to so determine the time, date and place of the meeting, the annual meeting of Members shall be held at the principal office of the Association on the first Saturday of May at 2:00 p.m. each year.

Section 2. Special Meetings: Special meetings of the Members may be called at any time by the Declarant, the President or by a majority of the Board or by a Majority of the Members.

Section 3. Notice of Meetings: Written notice stating the place, date and time of the meeting and the general nature of the business to be considered shall be given to each Member by mail at his address as it appears on the records of the Association, not less than 10 days nor more than 50 days before the meeting.

- Section 4. Quorum: The presence of Members or proxies of Members entitle to cast 50% of all votes shall constitute a quorum. If the required quorum is not present another meeting may be called and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Upon the holding of the meeting at which a quorum is present, the quorum for the next succeeding meeting shall be Members or proxies of Members entitled to cast 50% of all votes.
- Section 5. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary.
- Section 6. Delinquent Members: A Member who has not paid all assessments owing the Association together with interest, if any, and costs of collection of the Association, including attorneys' fees, or who is the subject of an uncured notice from the Declarant to the Association informing the Association that such Member is then in default under his real estate contract with the Declarant, shall not be entitled to vote on any matter. The determination of a Majority of the Members and the existence of a quorum for any meeting of Members shall be made without reference to such a Member or the Lot or Lots owned by him.

ARTICLE IV

DIRECTORS

- Section 1. Number: The number of Directors shall be no fewer than three and no more than ten. The Directors shall be elected at the annual meeting of Members and each Director shall be elected to serve until his successor shall be elected and is qualified to serve on the Board. Unless otherwise prohibited by law, Directors may also serve as Officers of the Association.
- Section 2. Meetings: Meetings of the Board may be held within or without the state of New Mexico and upon three days' notice. A majority of Directors must be present to constitute a quorum at any meeting of the Board. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if, prior to such action, a written consent thereto is signed by all Members of the Board, and such written consent is filed with the minutes of the proceedings of the Board.
- Section 3. Increase in Number: The number of Directors may be increased within the limits provided in Section 1 of this Article by the affirmative vote of a majority of the Directors or by the affirmative vote of a majority of the total number of votes of all Members voting on the issue at the annual meeting or at a special meeting called for that purpose, and by like vote the additional Directors may be chosen at such meeting to hold office until the next annual election or until their successors

are elected and qualified, whichever occurs first. The number of Directors may be increased above ten by amendment of the By-laws.

Section 4. Compensation: No Director shall receive compensation for any service he may render as such to the Association. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties as Director.

Section 5. Removal: Any Director may be removed from the Board, with or without cause, by a vote of a majority of the total number of votes of all Members voting on the issue. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until their successors are elected and qualified.

Section 6. Resignation: Any Director, member of a committee or other officer may resign at any time. Such resignation shall be in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 7. Vacancies: If the office of any Director, member of a committee or other office becomes vacant, the remaining Directors in office, though less than a quorum, may by majority vote appoint any qualified person to fill such vacancy and to hold office for the unexpired term of his predecessor and until his successor shall be duly chosen.

Section 8. Powers off the Board: In addition to all powers expressed or implied elsewhere herein, in the Articles of Incorporation of the Association, in the Declaration or by law, the Board shall have the power to:

- A. Exercise for the Association all powers, duties and authority vested or delegated to the Association.
- B. Employ a manager, an independent contractor, or such other employees as the Board of Directors deems necessary and to prescribe their duties.
- C. Enforce the provisions of the Declaration; provided, however that nothing herein shall be construed as prohibiting any Owner from pursuing whatever independent enforcement actions such Owner may have.

Section 9. Duties of the Board of Directors: It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the Members at the annual meeting of the Members.
- B. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

- C. Fix the amount of the regular annual assessment and change such amount if the Board deems such action necessary, and levy special assessments upon the affirmative vote of a majority of the total number of votes of all Members voting on the issue (a regular or special assessment is hereinafter referred to as an "Assessment").
- D. Send written notice of each Assessment to every Member.
- E. Enforce the lien referred to in Article VI against the Lots owned by any Member who owns a Lot for which any Assessment is unpaid and is overdue.
- F. Enforce the provisions of the Declaration; provided, however, that nothing herein shall be construed as prohibiting any Owner from pursuing whatever individual independent enforcement actions such Owner may have.

ARTICLE V

OFFICERS AND THEIR DUTIES

- Section 1. Enumeration of Officers: The Officers of this Association shall be a President, Secretary and Treasurer and such other officers as the Board may from time to time by resolution create. Unless otherwise prohibited by law, Officers may also serve as Directors of the Association.
- Section 2. Election of Officers: The officers of this Association shall be elected by the Directors. The election of Officers shall take place at the first meeting of the Board of Directors following the annual meeting of the Members.
- Section 3. Term: The Officers of the Association shall be elected annually by the board and each shall hold office for one year unless such officer shall resign, be removed or otherwise be disqualified to serve.
- Section 4. Resignation and Removal: Any Officer may be removed from office, with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 5. Vacancies: A vacancy in any office may be filled by appointment by the board. The Officer appointed to such a vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 6. Duties: The duties of the Officers are as follows:

President: The President shall preside at all meeting of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all approved leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board.

Vice-President: The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and perform such other duties as may be required by the Board.

Secretary: The Secretary shall record the votes and keep the minutes of meetings and proceedings of the Board and of the Association. The Secretary shall also serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as may be required by the Board.

Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, keep proper books of account, and perform other duties as may be required by the Board.

ARTICLE VI

ASSESSMENTS

Each Owner is obligated to pay all Assessments levied with respect to the Lot or Lots of such Owner. All regular Assessments shall be due 30 days, and all special Assessments shall be due 45 days, following the date an Owner is sent notice thereof or at such later date as the Board shall declare. If an Assessment is not paid on the due date, all of the Lots owned by the Owner of the Lot on which such Assessment is unpaid shall be subject to a lien (an "Assessment Lien") against such Lots for the amounts specified below. If any Assessment on any Lot is not paid within 30 days immediately following the due date, the Assessment shall bear interest from the date due until paid at the Default Rate. The Association may, at its option, bring a legal action to foreclose the Assessment Lien against the Member's Lot or Lots in accordance with the then prevailing law of the State of New Mexico for the foreclosure of mortgages. The amount owed, which shall be secured by the Assessment Lien, shall be the delinquent Assessment together with interest at the Default Rate from the due date and all collection costs, including attorneys' fees, relating to such action. Each Member vests in the Association, or its agents, the right and power to bring all actions at law or equity against such Member for the collection of the delinquent Assessments and other sums just specified. The regular annual initial Assessment is to be **one hundred twenty-five dollars (\$125.00)** per Lot.

ARTICLE VII

AMENDMENTS

These By-laws may be amended by action of the Board in accordance with applicable law. In case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall prevail, and in the case of any conflict between the Declaration and these By-laws, the Declaration shall prevail.


ARTICLE VIII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of the incorporation of the Association.

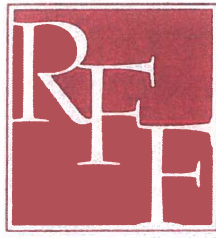
IN WITNESS WHEREOF, we being all of the Directors of Wild Horse Ranch Landowners' Association, Inc. have hereunto set our hands this 15 day of March, 1998.


_____, Director and President
James Leslie


_____, Director
Janet Leslie


_____, Director
Louis L. Christensen

EXHIBIT “5”



March 6, 2025

VIA EMAIL

Andrew Sanchez
5051 Journal Center Boulevard, N.E. Suite 320
Albuquerque, NM 87109
(505) 259-2069
asanchez@edlawyer.com

101 West Aztec Avenue
Suite A
Gallup, NM 87301
(505) 722-9121

920 Lobo Canyon Road
Suite 4
Grants, NM 87020
(505) 287-9776

www.rf-lawfirm.com

Re: Close of Representation – Wild Horse Ranch Landowners Association

Dear Mr. Sanchez:

I am writing on behalf of the Board of Directors for the Wild Horse Ranch Landowners Association (herein after referred to as the “Association” and our “Client”). Our Client, through the current Members of the Board of Directors: Jerry Fowler, Rachel Ponder, Andy Rhomberg, and Jim Feehan, has hired our law firm to represent it in the current litigation initiated by Jesse Childers, case No: D-728-CV-2024-00026, and all other matters.

We are writing this letter to inform you that the Wild Horse Ranch Landowners Association is no longer in need of your services and you are instructed to immediately cease performing any work for the Association. Although you were informed early on that Jesse Childers did not have the authority to contract on behalf of the Association, we recognize the Order from the Court directing the association to pay any funds you billed in “representation” of the Association. We demand to see an itemized bill differentiating the work you performed for Jesse Childers and the work you performed for the Association. We expect this bill to be very detailed. We also demand to see any engagement letter you have with the Association, your billable rate, and letter outlining your experience in this area of law.

Lastly, your former representation of the Association further disqualifies you from thereafter representing Jesse Childers in adverse litigation against the Association, and specifically case No. No. D-728-CV-2024-00026. This is based on the Rules of Professional Conduct for all attorneys within the State of New Mexico. We want to make it abundantly clear that the Association does not give consent for your further representation of Jesse Childers in this matter. As such, we expect that you will be withdrawing as counsel for Jesse Childers as soon as possible so as not to delay the progression of this litigation. If you fail to do so, we will pursue all remedies available.

You will find, attached to this Letter, a Notice of Substitution of Counsel which we intend to file with the Court by close of business on Wednesday, March 12, 2025.

Rosebrough, Fowles & Foutz, P.C.

Sincerely,



McKade R. Loe



Allen Dugan
President of the Association

Jerry Fowler
Member of the Board of Directors

Rachel Ponder
Member of the Board of Directors

Andy Rhomberg
Member of the Board of Directors

Jim Feehan
Member of the Board of Directors

cc: file

Sincerely,

McKade R. Loe

Allen Dugan
President of the Association


Jerry Fowler
Member of the Board of Directors

Rachel Ponder
Member of the Board of Directors

Andy Rhomberg
Member of the Board of Directors

Jim Feehan
Member of the Board of Directors

cc: file

Sincerely,

McKade R. Loe

Allen Dugan
President of the Association

Jerry Fowler
Member of the Board of Directors



Rachel Ponder
Member of the Board of Directors

Andy Rhomberg
Member of the Board of Directors



Jim Feehan
Member of the Board of Directors

cc: file

Sincerely,

McKade R. Loe

Allen Dugan
President of the Association

Jerry Fowler
Member of the Board of Directors

Rachel Ponder
Member of the Board of Directors

Andy Rhomberg
Member of the Board of Directors

Andreas Rhomberg

Jim Feehan
Member of the Board of Directors

cc: file