

## KENWOOD PLACE CONDOMINIUM

### DISCLOSURE STATEMENT REGARDING PAYMENTS RECEIVED BY FORMER PRESIDENT MARY DOLBASHIAN FROM JOSHUA SYSTEMS

OCTOBER 2025

In the interests of transparency and accountability, the Board of Directors of Kenwood Place Condominium hereby issues the following disclosure statement to its unit owners and members regarding the following matters of concern to the Association.

#### **Payments received by former president Mary Dolbashian from Joshua Systems**

Between January 2024 and March 2025, former Board president Mary Dolbashian received monthly payments totaling \$16,750 from Joshua Systems. Mark Fine serves as an officer of both Joshua Systems and JSI Management, LLC, KPC's contracted management company.

KPC entered into a management agreement with JSI on January 10, 2024, for \$99,996. That same month, the former president began receiving \$1,000 monthly payments from Joshua Systems. In September 2024, following an amendment increasing the contract to \$135,000, her payments rose to \$1,250. These payments were never disclosed to the Board, never approved in any meeting, and directly violate the prohibition against directors receiving compensation for their service. The final payment was made on or around March 3, 2025.

KPC has reviewed the payments and checks and is confident that no funds belonging to KPC were used or misappropriated during this exchange. Considering JSI's full disclosure and otherwise satisfactory performance as our management company, the KPC Board does not see value in changing management companies at the current time.

The former president claims these payments were for employment-related services. However, no W-2 or 1099 was issued by Joshua Systems, and Mr. Fine asserts she was not employed by him. Instead, he alleges that she demanded payments in exchange for preserving JSI's contract with KPC; if true, these allegations could rise to the level of extortion.

#### **Retaliatory Actions by Former Board President Mary Dolbashian**

Subsequent to March 3, 2025, former president Mary Dolbashian initiated a series of retaliatory actions initially targeting management and then the Board. These include but are not limited to:

- Posts on the KenwoodPlacesMedia Facebook page, which she administers and is not condoned or supported by the Association
- Calls to the Montgomery County Police Department

- Complaints to the Department of Permitting Services
- Mass emails to residents and owners
- Filings with the Commission on Common Ownership Communities (CCOC)

The practical result of these actions has been the reduced ability of the Board to fulfill its duties and a reduction in service provided to unit owners. There has been no appreciable positive result.

As discussed, reviewed and approved by the Executive Meeting held on September 25, 2025, in consultation with Lega Counsel. Then being ratified at the Open Board of Directors meeting same evening.

## **KENWOOD PLACE CONDOMINIUM**

### **DISCLOSURE OF MATTERS OF CONCERN REGARDING GOVERNANCE**

**October 2025**

In the interests of transparency and accountability, the Board of Directors of Kenwood Place Condominium hereby issues the following disclosure statement to its unit owners and members regarding the following matters of concern to the Association.

#### **Compromise of the 2024 election for the Board of Directors**

On June 24, 2025, former president Mary Dolbashian filed a complaint with the CCOC alleging “proxy irregularities” in the October 2024 election. She supplied photocopies of 74 intact Directed Proxies; *i.e.*, Directed Proxies that had not yet been severed from the ballots, inappropriately revealing how each of those members of the Association voted.

The proxy irregularity allegation was based on five of those Directed Proxies for which she was the designated proxyholder. Ms. Dolbashian provided statements dated July 6 and 8, 2025, from the owners of each of those five units asserting that they did not vote for Linda Egerton, although Linda Egerton’s name had been checked on their ballot.

Intact Directed Proxies and ballots, in sealed envelopes, were deposited into locked ballot boxes maintained in the lobby prior to the election. Each evening, the ballot boxes were removed and stored behind the Front Desk. The former president had access to the Front Desk. As those who conducted the election and the three election observers attested, all the Directed Proxies were severed from the ballots immediately upon tabulation at the election.

KPC infers that former president Mary Dolbashian accessed 74 of them prior to the election and, at the very least, photocopied them for her own purposes. The photocopies were made on the Front Desk copy machine as evidenced by a smudge in the same place on each page that matches a characteristic smudge on all copies made at the Front Desk.

The evidence suggests that former president Mary Dolbashian compromised the security and integrity of the 2024 election, is maintaining records of how unit owners vote, and violated the privacy of KPC voters. Additionally, she has refused to turn these materials over to management in violation of the cease-and-desist letter from the Association’s counsel dated April 5, 2025.

On September 27, 2025, an owner who obtained a copy of their ballot and Directed Proxy as filed with the CCOC by the former president came forward and advised that they did not vote for Mary Dolbashian in the 2024 election, yet Ms. Dolbashian’s name is checked off on their ballot.

At this time, the KPC Board suggests that all unit owners examine the intact ballot and Directed Proxy they cast in October 2024 to ascertain if it is a true reflection of how they voted. We can provide you with the copy that Ms. Dolbashian attached to the complaint that she filed with the CCOC.

### **Refusal to comply with cease-and-desist letter**

On April 5, 2025, attorney L. Mark Winston served former president Mary Dolbashian with a letter on behalf of KPC instructing her to cease-and-desist and to regain property belonging to KPC, among other requests (copy attached). Because Ms. Dolbashian failed to honor the requests, on August 11, 2025, a notice to convene a Dispute Resolution Hearing for August 28, 2025, was sent to her by KPC. This notice sets forth the details of some of the disputes the Association has with the former president, including violations of the cease-and-desist since April 5, and is attached for reference. That hearing was canceled due to a stay that was triggered by the filing of a complaint with the CCOC by the former president against the Association.

The former president continues to this day to refuse to honor the requests set forth in the cease-and-desist letter and the additional requests in the letter notifying her of a dispute resolution hearing.

### **Falsified independent contractor agreement**

In early 2024, Mary Dolbashian, acting in her role as KPC Board member, engaged Rigoberto Zavala as an independent painting contractor, and he was compensated accordingly by KPC. Ms. Dolbashian emailed Mr. Zavala an independent contractor agreement, which he did not complete. Separately, KPC manager Mark Fine requested that Mr. Zavala fill out an information sheet to retain his contact details.

After several months, Ms. Dolbashian—then serving as president—terminated Mr. Zavala's engagement. When management later received notice from the Maryland Division of Unemployment Insurance that Mr. Zavala had filed a claim, Ms. Dolbashian indicated she would handle the response. At that time, management was unable to locate Mr. Zavala's employment file.

Ms. Dolbashian submitted the requested documentation to the Division of Unemployment Insurance. When the file resurfaced in management's office, it contained an independent contractor agreement bearing a signature that did not match Mr. Zavala's known endorsements on paychecks. Instead, the signature precisely imaged the handwriting on the previously completed information sheet. The agreement was marked as witnessed by Ms. Dolbashian. These appeared to the KPC Board to be inconsistent and raised concern.

Despite having been removed from her role as president, Ms. Dolbashian attended the unemployment hearing on the Association's behalf, even though management had assumed responsibility for the matter.

Mr. Zavala subsequently submitted a signed statement asserting that he never completed the independent contractor agreement and that Ms. Dolbashian did not witness any signature. Ms. Dolbashian later claimed the form she sent had been pre-signed; however, the PDF attached to her email did not reflect a pre-signed document.

This matter has been referred to the appropriate legal authorities for investigation.

### **Unauthorized Employment Action**

In 2024, Kenwood Place hired an electrician. The hiring process was facilitated by Mary Dolbashian, then president of the Board of Directors. Following the hire, Treasurer Yonald Chery requested verification of the electrician's employment documentation, including the I-9 form and valid identification.

Upon reviewing the file assembled by Ms. Dolbashian, Mr. Chery noted that the photocopy of the electrician's visa appeared redacted. He contacted the electrician directly to obtain unaltered documentation. The electrician provided a complete copy of his visa, which confirmed his A-2 diplomatic status—permitting employment only with his sponsoring embassy. This restriction was verified by legal counsel. The matter was discussed, and Ms. Dolbashian acknowledged the hiring had been a mistake. The electrician was compensated for his time and subsequently released from his position.

Several months later, without consulting or obtaining approval from the Board, Ms. Dolbashian rehired the same electrician. This action came to light when she instructed Mark Fine to pay the electrician through JSI funds, with the understanding that the Association would reimburse the expense. Mr. Fine alerted the Treasurer, noting that neither management nor the Board had authorized this arrangement.

When confronted, Ms. Dolbashian stated she believed that paying the electrician through an LLC would circumvent the employment restriction. She was again informed that the electrician's visa status prohibited him from working for any entity other than his sponsoring embassy.

This incident constitutes unauthorized self-management, a breach of fiduciary duty, and a violation of federal employment law. It exposed Kenwood Place, the employee, and JSI to significant legal and operational risk.

The matter has been referred to appropriate legal authorities for investigation.

## **Evidence of self-management and suspected improper use of KPC debit card during 2024 apparently continuing through 2025**

Since the September 8, 2025, disclosure that former KPC president, Ms. Dolbashian, was inappropriately receiving compensation from a vendor, the Treasurer has been working to conduct internal review to look for any potential misdirection of KPC funds. Treasurer started reviewing all transactions from our bank accounts, starting first with debits from our operating accounts for 2025, comprised of:

- Primary checking account (used to receive assessments and pay bills)
- "Secondary" checking account (used to receive unit owners' payments of fees and fines paid via Building Link)

While reviewing all transactions in 2025 in this secondary checking account, 33 debit transactions for what appear to be (online) purchases from Amazon, eBay, Whole Foods, and other vendors were found. Treasurer asked management if we had access to these accounts and if we saw details associated with all these expenses. Treasurer was informed that management did not have access to either the associated debit card or these online accounts and (to the best of his knowledge) management had **not** made most (if any) of these purchases.

### ***Background:***

In early 2024, the Treasurer was unavailable to initially create these new bank accounts and was thankful our former president, Ms. Mary Dolbashian, and other signatories for KPC were able to do so while he was away. KPC was in transition from our prior financial management company, EJP, and the bank they selected, NCB, to new accounts with Wells Fargo. At that time, Wells Fargo Bank issued a debit card for the secondary checking account in Ms. Dolbashian's name; a routine event when opening accounts.

However, soon thereafter, anomalies in the use of the debit card began to occur. Specifically, online purchases were being made that were unrecognized by management. The only person with access and control of the debit card at that time was Ms. Dolbashian. When asked about who made all these transactions, Ms. Dolbashian stated she was making purchases at the request of or to assist management. Management responded that Ms. Dolbashian would make purchases and subsequently inform him, not the other way around. In addition, receipts for some of these purchases were apparently not submitted to management.

The Treasurer observed that Ms. Dolbashian was making and paying for purchases with no intervening oversight regarding disbursement of funds.

Similarly, regarding the 2025 bank statements and debits, the KPC Treasurer had no receipts to review associated with these 2025 on-line purchase transactions. These transactions were not made by management. The Board asked Ms. Dolbashian about

these issues at the open Board meeting on September 25, 2025. Ms. Dolbashian claimed that she had no knowledge of or information about the transactions questioned.

Because management has been following KPC financial controls process for other vendors (*i.e.*, submitting receipts and asking for checks to be signed), it would be highly irregular for management to not submit receipts for these online purchases if they had access to them.

The Board has reason to believe that the KPC Amazon account uses the old KPC manager's email account ([kenwoodplaceosm@gmail.com](mailto:kenwoodplaceosm@gmail.com)) over which Ms. Dolbashian (even after a cease-and-desist letter) refuses to return control to management. This email address contains significant confidential communications with unit owners, vendors, and other entities that need to be safeguarded by management. Additionally, lack of access to this email account prevents KPC from validating what was purchased and where it went.

The Treasurer (again) publicly confronted Ms. Dolbashian during the September 25, 2025, open Board meeting to rescind control of this email account to which she either deflected or otherwise refused to acknowledge and comply. Without this account, we may have numerous unresolved expenses that could be flagged in an audit. The Treasurer's goal is to account for every penny and prevent that.

After the Board meeting, Ms. Dolbashian sent the Treasurer screenshots of what looked like an Amazon account with a few purchases coming here to Kenwood Place in what appear to be c/o other staff here. The Treasurer's reply was to ask which email(s) are currently associated with this Amazon account. Ms. Dolbashian has not replied. Management continues to claim that they do not have access to this account.

When Ms. Dolbashian was removed as president, she was asked to surrender all financial information and access to board information and accounts to management. The screenshots Ms. Dolbashian sent to the Treasurer appear to support the conclusion that she has direct access to the Amazon account and refuses to surrender it.

### **Refusal to honor the Code of Ethics and Rules of Conduct**

All the foregoing actions violate the Code of Conduct and Code of Ethics that Mary Dolbashian and all other Board members signed.

On June 28, 2024, Mary Dolbashian signed a Code of Ethics and Rules of Conduct for Volunteer Board Members, Officers, and Committee Members. A copy is attached for reference. Ms. Dolbashian has violated the Code on several occasions. Violations include but are not limited to (1) interference with the performance of the duties of employees and management (*e.g.*, calling the Department of Permitting Services, *etc.*), (2) promising something of value (*e.g.*, a management contract, *etc.*) not approved by the Board to a contractor, (3) making personal attacks against officers, members, and directors, (4) using her position to benefit herself financially (*e.g.*, the management

contract, *etc.*), (5) failure to disclose a potential conflict of interest (*e.g.*, the management contract), (6) using her position as a Board member for private gain (*e.g.*, the management contract, *etc.*), (7) accepting money from a person or firm who is seeking a contract, business, or financial relations with KPC (*e.g.*, the management contract and any other contract of which the Board is presently unaware), (8) receiving compensation from a third party for acting in such capacity (*e.g.*, the management contract and any other contract of which the Board is presently unaware), (9) engaging in defamatory writing, publishing, or speech-making (*e.g.*, Facebook posts on the former president's WestbardMediaGroup page, *etc.*), (10) misrepresenting facts to the residents for the purpose of advancing a personal cause or influencing the outcome of an election (*e.g.*, Facebook and any other social media posts of which the Board is presently unaware; tampering with ballots and Directed Proxies in the 2024 election and any previous elections of which the Board is presently unaware, *etc.*), (11) interfering with a contractor implementing a contract (*e.g.*, calls to the Department of Permitting, *etc.*), (12) interfering with the system of management, (13) interfering with the duties of any staff member or contractor working on behalf of KPC (*e.g.*, calls to the Department of Permitting and in-person threats made from her window), (14) harassing, threatening, and attempting through any means to control or instill fear in a member of the staff or management (*e.g.*, Facebook postings, in-person threats, and body-shaming management (Lindsay), *etc.*), and (15) misrepresenting facts to the community for the sole purpose of advancing a personal cause, influencing the outcome of an election, or influencing the community to place pressure on the Board to advance a Board member's personal case (*e.g.*, September 29, 2025, email making false assertions and alarmist misrepresentations of the state of financial accounts and transactions at KPC).

The Code and Rules provide the following remedy: "All parties agree that if they are found to have violated any of the provisions of this Code listed above, they will abide by the findings of the Board. Such a finding could include disciplinary action up to and including removal from the Board of Directors or Committee. All parties also agree that they waive the actions of Section 4.5 of Article IV of the Bylaws." Mary Dolbashian was censured by the Board and has been asked to resign at two different closed meetings.

Despite having signed the Association's Code and Rules, the former president continues to violate them and has refused to resign from the Board as previously agreed. Her noncompliance has compelled the Board to spend approximately \$40,000 on legal fees to enforce adherence to our governing documents and applicable state laws. Her continued volunteer involvement diverts critical time and resources away from the essential governance of the Association's property, finances, and personnel.