

FILED
July 11, 2025
State of Nevada
E.M.R.B.
7:43 p.m.

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**STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD**

HECTOR VILLA,

Case No.: **2025-013**

Complainant

vs.

**PROHIBITED LABOR
PRACTICES COMPLAINT**

HENDERSON POLICE OFFICER'S
ASSOCIATION (HPOA)

[Expedited Hearing Requested Pursuant
to NRS 288.280]

Respondent

HECTOR VILLA, by and through the undersigned counsel, hereby files this
Complaint pursuant to Chapter 288 of the Nevada Revised Statutes and NAC 288.200.

I. FACTS

1. Complainant, Officer Hector Villa ("Officer Villa"), is a Latino Police Officer
with the Henderson Police Department, where he has been employed for almost 16 years.

2. Officer Villa is a member of the Henderson Police Officers' Association
("HPOA").

Officer Villa Speaks Out Against and Reports a Racist Officer

3. Officer Villa repeatedly observed fellow HPD Officer Kevin LaPeer ("Officer
LaPeer") break department policies, and in turn reported this misconduct to HPD Internal
Affairs.

4. Officer Villa reported to HPD Internal Affairs that Officer LaPeer used the "N
word" during a June, 2021, crime scene investigation.

1 5. Officer Villa reported to HPD Internal Affairs that Officer LaPeer verbally
2 expressed his desire to have all the “fucking Mexicans” killed in front of multiple witnesses
3 in Fall 2021.

4 6. Officer Villa reported to HPD Internal Affairs that Officer LaPeer urinated on a
5 suspect’s personal property during the execution of a search warrant after Officer LaPeer
6 told him on multiple occasions that he did so.

7 7. HPD investigated LaPeer and in a memo about the case, HPD found that Officer
8 LaPeer broke department policies a dozen times, including those that ban workplace
9 harassment or discrimination, untruthfulness, and prejudice.

10 8. After pressure from members of the HPOA, Officer LaPeer was reinstated.

11 9. On March 2, 2023, Officer Villa sent emails to fellow HPD officers and Henderson
12 City officials regarding minority officers’ hesitance to speak out, and further instances of
13 Officer LaPeer using demeaning language toward an Asian-American colleague.

14 10. On April 18, 2023, Officer Villa filed an Employee Complaint Form after he was
15 removed from his specialized assignment and demoted, which referenced Officer LaPeer’s
16 discriminatory and racist conduct.

17 11. On December 11, 2023, the Las Vegas Review-Journal published a news article
18 about the HPD Internal Affairs investigation into Officer LaPeer’s conduct.

19 12. HPOA leadership and members are aware of Officer Villa’s decisions to speak out
20 against Officer LaPeer, which is a matter of public record, and have expressed (and
21 continued to express) hostility towards Officer Villa for speaking out.

22 **Officer Villa’s Recent Grievance**

23 13. In January 2024, Officer Villa, along with approximately 20 other officers, applied
24 for the specialized position of Backgrounds Investigator.

25 14. After participating in the oral board interviews, the position was awarded to
26 Officer Meyers.

27 15. It was common knowledge through news articles that officer Meyers had recently
28 been involved in the coverup of a DUI accident involving her friend and fellow officer, and

1 she had subsequently been placed on probation until May 2024. Three level 2 or higher
2 policy violations were sustained against Officer Meyers.

3 16. Per HPD specialized assignment policy, as well as the job posting requirements,
4 being on probation and being sustained on two or more level 2 or higher policy violations
5 disqualifies officers for applying for a specialized assignment.

6 17. Officer Villa complained to the union and to supervisors about the specialized
7 assignment being awarded to an officer on probation in violation of policy.

8 18. Initially, union leadership and supervisors advised him that Officer Meyers was
9 not on probation, which was contrary to the news stories and released public records
10 showing she was in fact placed on probation.

11 19. In March 2024, Officer Villa submitted a grievance with the HPD for the policy
12 violations in the awarding of the specialized assignment to the disqualified Officer Meyers.

13 20. The grievance was denied with the union leadership again stating that Officer Villa
14 was unable to provide evidence of Officer Meyers being on probation.

15 21. In August 2024, Officer Villa obtained a copy of a memo that showed Officer
16 Meyers was placed on 1 year probation and was sustained on three level 2 or higher policy
17 violations and provided the memo the union grievance committee.

18 22. This memo was a public record which had also been released to the media.

19 23. At this stage, the HPOA approved Officer Villa's grievance.

20 24. However, Officer Villa started receiving pushback from HPOA union leadership
21 stating they did not want to pursue the grievance further because he had complained about
22 Officer LaPeer and because the HPOA did not believe his complaints.

23 25. The HPOA told Officer Villa that it "owned" the grievance and decided what
24 happened.

25 26. Via the HPOA email listserv, Officer Villa raised concerns about the HPOA's
26 refusal to proceed to arbitration and shared information with other HPOA members to
27 promote transparency about the promotion process as well as the union's handling of the
28 grievance.

HPOA Termination

27. Ever since Officer Villa spoke out against a racist fellow officer, the HPOA has engaged in a campaign of harassment against him.

28. Specifically, Andrew Regenbaum, HPOA's Executive Director and Chief Negotiator, publicly criticized Officer Villa by questioning his credibility without any proof.

29. Regenbaum also told Officer Villa that Regenbaum refused to help Officer Villa with his grievances because of what Officer Villa said about Officer LaPeer.

30. Eventually, leadership initiated a pretextual investigation against Officer Villa.

31. Officer Villa was not personally notified of this investigation and allegations and only found out after the investigation was complete at the time everyone found out when it was emailed to the membership.

32. On January 11, 2025, the HPOA revoked Officer Villa's membership.

II. ARGUMENT

A. Applicable Law

33. As the exclusive bargaining agent for officers working at the Henderson Police Department, the HPOA has a duty to fairly represent its members. *See Rosequist v. Int'l Ass'n of Firefighters Local 1908*, 118 Nev. 444, 449, 49 P.3d 651, 654 (2002), overruled on other grounds by *Allstate Ins. Co. v. Thorpe*, 123 Nev. 565, 170 P.3d 989 (2007).

34. Under the doctrine of the duty of fair representation, the law requires that when a union represents or negotiates on behalf of the employees in its bargaining unit, it must conduct itself in a manner that is not "arbitrary, discriminatory, or in bad faith." *Vaca v. Sipes*, 386 U.S. 171, 191 (1967).

35. For instance, in *George v. Las Vegas Police Protective Association Metro, Inc.*, Item No. 485A, EMRB Case No. A1-045693 (2001), the union refused to proceed on a grievance filed by one of its members, Ginger L. George, a Las Vegas City Corrections Officer who was denied reasonable accommodations for her workplace injuries. The EMRB concluded that the LVPPA violated its duty of fair representation and awarded her back pay and attorney's fees and costs.

1 36. Pursuant to NRS 288.270(2), as an employee organization¹, the HPOA cannot:

2 (a) Interfere with, restrain or coerce any employee in the exercise of
3 any right guaranteed under this chapter

4 (b) Refuse to bargain collectively in good faith with the local
5 government employer, if it is an exclusive representative, as
6 required in NRS 288.150

7 (c) Discriminate because of race, color, religion, sex, age, physical
8 or visual handicap, national origin or because of political or personal
9 reasons or affiliations.

10 37. Thus, the HPOA is required by law to apply its policies and procedures in a fair
11 and consistent manner towards all members within the bargaining unit—and cannot
12 discriminate against a Latino officer for speaking out against racism within the HPD or
13 because of his political actions, including his advocacy within the union.

14 38. The HPOA is prohibited by law to engage in impermissible disparate treatment
15 towards employees within the same bargaining unit. *Spannbauer v. City of North Las Vegas*,
16 Item No. 636C, EMRB Case No. A1-045885 at 17 (2008).²

17 39. The HPOA is also prohibited from punishing members from speaking out on
18 matters of public concern. *See* NRS 288.270(2)(c); *see also* *Madison School Dist. v. WERC*,
19 429 U.S. 167 (1976).³

20 40. Union members' free speech rights extend to criticizing the HPOA, its leadership,
21 and actions.

22 41. The HPOA is also prohibited from acting in bad faith and from acting dishonestly.
23 For example, in *Humphrey v. Moore*, 375 U.S. 335, 347-348 (1964), the Supreme Court of

24 ¹ *See* NRS 288.040.

25 ² Further, discrimination that is discrimination that is intentional, severe, and unrelated to
26 legitimate union objectives is impermissible *Amalgamated Association of Street, Electric
27 Railway and Motor Coach Employees of America, etc. v. Lockridge*, 403 U.S. 274, 301
28 (1971).

³ *Cf.* 29 U.S.C.A. § 411 (providing in part: "Every member of any labor organization shall
have the right to meet and assemble freely with other members; and to express any views,
arguments, or opinions; and to express at meetings of the labor organization his views, upon
candidates in an election of the labor organization or upon any business properly before the
meeting, subject to the organization's established and reasonable rules pertaining to the
conduct of meeting.") The EMBR often looks to federal law and NLRB precedent.

1 the United States established that a union's actions are in bad faith if the complainant
2 presents "substantial evidence of fraud, deceitful action or dishonest conduct by the union."

3 42. Moreover, the HPOA does not have authority to eject members: the HPOA
4 Collective Bargaining Agreement provides that "HPOA membership shall be at the sole
5 discretion of the employee." Article 4, Section 1.⁴

6 43. Moreover, union members have due process rights that preclude being
7 impermissibly ejected and, again, unions cannot interfere with union members' rights to
8 engage in free debate. *See, e.g., Mitchell v. International Association of Machinists*, 196
9 Cal. App. 2d 903, 16 Cal. Rptr. 813 (1961), petition for hearing denied, No. 24913, Cal.
10 Sup. Ct. (1962).

11 **B. Application of the Law to this Matter.**

12 44. The HPOA failed to assist Officer Villa with arbitration without a permissible
13 reason and thus breached its duty of fair representation.

14 45. The HPOA also ejected Officer Villa from the HPOA in violation of the law.

15 46. The HPOA did not have legitimate reasons to refuse to assist Officer Villa with
16 his grievance and proceed to arbitration.

17 47. Likewise, the HPOA did not have legitimate reasons to eject Officer Villa from
18 membership.

19 48. Instead—as the facts above illustrate—the HPOA (and its leadership) not only
20 breached its duty of fair representation to Officer Villa, it has engaged in impermissible
21 discriminatory and retaliatory conduct—and dishonest conduct.

22 49. The HPOA has also violated Officer Villa's due process rights through its
23 investigation of him and by ejecting him from the union.

24 50. Indeed, the HPOA has been hostile to and retaliated against Officer Villa because
25 he raised legitimate concerns by reporting Officer LaPeer's racist and inappropriate
26 conduct.

27
28 ⁴ [https://emrb.nv.gov/uploadedFiles/emrbnv.gov/content/Resources/police/HPOA%20-
%20Collective%20Bargaining%20Agreement%20\(Exp.%2006-30-20\).pdf](https://emrb.nv.gov/uploadedFiles/emrbnv.gov/content/Resources/police/HPOA%20-%20Collective%20Bargaining%20Agreement%20(Exp.%2006-30-20).pdf)

52. The facts of this case are more drastic than those of *Fraley v. City of Henderson*, Item No. 547 at 25, EMRB Case No. A1-045756 (2004), where the union engaged in discriminatory conduct by refusing to proceed on an officer's grievances solely based on political reasons and affiliations.

53. Here, the HPOA not only refused to assist Officer Villa because of, *inter alai*, its dislike of the actions he took to speak out against racism within HPOA, it then ejected him for that reason and as punishment for Officer Villa's speaking out when it do so, *i.e.* on matters of public interest and for criticizing the HPOA.

Officer Villa requests that the EMRB issue an order and provide all appropriate relief, including but not limited to:

- 1) Requiring the HPOA to reinstate Officer Villa;
- 2) Directing the HPOA to cease and desist its breach of the duty of fair representation to Officer Villa;
- 3) Compelling the HPOA post a notice on its breach of the duty of fair representation in conspicuous places; and
- 4) Requiring the HPOA to reimburse Officer Villa's reasonable attorney's fees and costs.

DATED this the 11th day of July, 2025.

/s/ Margaret A. McLetchie
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Counsel for Complainant Officer Hector Villa

Henderson Police Officers Association (Respondent)

Answer to Prohibited Labor Practice Complaint

FILED
August 8, 2025
State of Nevada
E.M.R.B.
2:28 p.m.

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10 Attorneys for the RESPONDENTS

11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**
12 **STATE OF NEVADA**

13 HECTOR VILLA

14 Complainants

15 vs

16 HENDERSON POLICE OFFICER'S
17 ASSOCIATION (HPOA)

18 Respondents

CASE NO: 2025-013

ANSWER TO PROHIBITED
LABOR PRACTICE COMPLAINT

19 COMES NOW, Complainants, HENDERSON POLICE OFFICER'S ASSOCIATION
20 (hereby "THE ASSOCIATION"), a local government employee organization, and the
21 Associations' named and unnamed affected members, by and through their undersigned counsel,
22 CHRISTOPHER CANNON, ESQ., of the NEVADA ASSOCIATION OF PUBLIC SAFETY
23 OFFICERS (hereby "NAPSO"), and hereby answer to Complaint filed by HECTOR VILLA. The
24 Association answers as follows:
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1. Answering paragraph 1, the Association is without the necessary information and beliefs to determine the truth and falsity of the claim made by the Complainant.
2. Answering paragraph 2, the Association denies any and all allegation contained within it.
3. Answering paragraph 2, the Association denies having knowledge that Officer LaPeer “broke” Department policies but admits that the Complainant reported the alleged misconduct to the Henderson Police Internal Affairs Bureau.
4. .Answering paragraph 4, the Association is without the necessary information and beliefs to determine the truth and falsity of the claim made by the Complainant.
5. Answering paragraph 5, the Association is without the necessary information and beliefs to determine the truth and falsity of the claim made by the Complainant.
6. Answering paragraph 6, the Association is without the necessary information and beliefs to determine the truth and falsity of the claim made by the Complainant.
7. Answering paragraph 7, the Association is without the necessary information and beliefs to determine the truth and falsity of the claim made by the Complainant.
8. Answering paragraph 8, the Association denies any and all allegation contained within it.
9. Answering paragraph 9, the Association admits that the Complainant wrote e-mails to other officers of the Henderson Police Department and officials of the City, but the Association is without the necessary information and beliefs to determine the truth and falsity of the remainder of the claim made by the Complainant.
10. Answering paragraph 10, the Association is without the necessary information and beliefs to determine the truth and falsity of the claim made by the Complainant.
11. Answering paragraph 11, the Association admits that the Review Journal published an article about the internal investigation into Officer LaPeer.
12. Answering paragraph 12, the Association denies any and all allegation contained within it.

1 13. Answering paragraph 13, the Association is without the necessary information and
2 beliefs to determine the truth and falsity of the claim made by the Complainant.

3 14. Answering paragraph 14, the Association admits to the allegations contained
4 within it.

5 15. Answering paragraph 15, the Association denies any and all allegation contained
6 within it.

7 16. Answering paragraph 16, the Association denies any and all allegation contained
8 within it, due to the form of the allegation presented.

9 17. Answering paragraph 17, the Association is without the necessary information and
10 beliefs to determine the truth and falsity of the claim made by the Complainant.

11 18. Answering paragraph 18, the Association denies any and all allegation contained
12 within it.

13 19. Answering paragraph 19, the Association admits to the allegations contained
14 within it.

15 20. Answering paragraph 20, the Association denies any and all allegation contained
16 within it.

17 21. Answering paragraph 21, the Association is without the necessary information and
18 beliefs to determine the truth and falsity of the claim made by the Complainant.

19 22. Answering paragraph 22, the Association is without the necessary information and
20 beliefs to determine the truth and falsity of the claim made by the Complainant.

21 23. Answering paragraph 23, the Association denies any and all allegation contained
22 within it, due to the form of the allegation presented.

23 24. Answering paragraph 24, the Association denies any and all allegation contained
24 within it.

25 25. Answering paragraph 25, the Association denies any and all allegation contained
26 within it, due to the form of the allegation presented.

27 26. Answering paragraph 26, the Association is without the necessary information and
28 beliefs to determine the truth and falsity of the claim made by the Complainant.

1 27. Answering paragraph 27, the Association denies any and all allegation contained
2 within it.

3 28. Answering paragraph 28, the Association denies any and all allegation contained
4 within it.

5 29. Answering paragraph 29, the Association denies any and all allegation contained
6 within it.

7 30. Answering paragraph 30, the Association denies any and all allegation contained
8 within it.

9 31. Answering paragraph 31, the Association denies any and all allegation contained
10 within it.

11 32. Answering paragraph 32, the Association admits the allegation.

12 33. Answering paragraph 33, the Association recognizes that this is a matter of law,
13 and prior legal precedent.

14 34. Answering paragraph 34, the Association recognizes that this is a matter of law,
15 and prior legal precedent.

16 35. Answering paragraph 35, the Association recognizes that this is a matter of law,
17 and prior legal precedent.

18 36. Answering paragraph 36, the Association recognizes that this is a matter of law,
19 and prior legal precedent.

20 37. Answering paragraph 37, the Association denies any and all allegation contained
21 within it.

22 38. Answering paragraph 38, the Association recognizes that this is a matter of law,
23 and prior legal precedent.

24 39. Answering paragraph 39, the Association recognizes that this is a matter of law,
25 and prior legal precedent.

26 40. Answering paragraph 40, the Association is without the necessary information and
27 beliefs to determine the truth and falsity of the claim made by the Complainant.

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1 41. Answering paragraph 41, the Association denies any and all allegation contained
2 within it.

3 42. Answering paragraph 42, the Association denies any and all allegation contained
4 within it.

5 43. Answering paragraph 43, the Association denies any and all allegation contained
6 within it.

7 44. Answering paragraph 44, the Association denies any and all allegation contained
8 within it.

9 45. Answering paragraph 45, the Association denies any and all allegation contained
10 within it.

11 46. Answering paragraph 46, the Association denies any and all allegation contained
12 within it.

13 47. Answering paragraph 47, the Association denies any and all allegation contained
14 within it.

15 48. Answering paragraph 48, the Association denies any and all allegation contained
16 within it.

17 49. Answering paragraph 49, the Association denies any and all allegation contained
18 within it.

19 50. Answering paragraph 50, the Association denies any and all allegation contained
20 within it.

21 51. Answering paragraph 51, the Association denies any and all allegation contained
22 within it.

23 52. Answering paragraph 52, the Association denies any and all allegation contained
24 within it.

25 53. Answering paragraph 53, the Association denies any and all allegation contained
26 within it.

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AFFIRMATIVE DEFENSES

This answering Defendant affirmatively alleges that they have not had a reasonable opportunity to complete discovery and facts hereinafter may be discovered which may substantiate other affirmative defenses not listed below. By this Answer, this answering Defendant waives no affirmative defense and reserves its right to amend its Answer to insert any subsequently discovered affirmative defenses.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The incident or incidences alleged in Plaintiff's Complaint, the resulting damages, if any, to Plaintiff, were proximately caused or contributed to by the Plaintiff's own comparative negligence, and such comparative negligence, was greater than the comparative negligence, if any of this answering Defendant.

THIRD AFFIRMATIVE DEFENSE

Plaintiff has, through his own actions and/or omissions, failed to mitigate his alleged damages.

FOURTH AFFIRMATIVE DEFENSE

All of the alleged conditions on the premises of this answering Defendant as described in Plaintiff's Complaint were open and obvious, and Plaintiff, who knew or should have known of their existence, assumed and voluntarily consented to such risk and dangers incident thereto.

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FIFTH AFFIRMATIVE DEFENSE

The occurrence referred to in Plaintiff's Complaint, and all injuries and damages, if any, resulting therefrom were caused by the acts or omissions of a third party over whom this answering Defendant had no control.

SIXTH AFFIRMATIVE DEFENSE

That the damage sustained by Plaintiff, if any, were caused by the acts of third persons who were not acting as agents, servants, or employees of this answering Defendant and who were not acting on behalf of this answering Defendant in any manner or form and as such, this Defendant is not liable in any manner to Plaintiff.

SEVENTH AFFIRMATIVE DEFENSE

Any damage which Plaintiff have alleged in the instant matter are speculative in nature and therefore, not recoverable.

EIGHTH AFFIRMATIVE DEFENSE

Any negligence by this answering Defendant, if any exists at all, was not the proximate cause of injury or damages to Plaintiff.

NINTH AFFIRMATIVE DEFENSE

At all relevant times mentioned in Plaintiff's Complaint, this answering Defendant was acting in the good faith belief their actions were legally justified.

ELEVENTH AFFIRMATIVE DEFENSE

That it has been necessary for this answering Defendant to employ the services of an attorney to defend this action and a reasonable sum should be allowed the Defendant as and for attorney's fees, together with costs extended in this action.

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TWELFTH AFFIRMATIVE DEFENSE

The claims are barred by the expiration of the limitation period.

THIRTEENTH AFFIRMATIVE DEFENSE

Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged herein insofar as insufficient facts were not available after reasonable inquiry upon the filing of Plaintiff's Complaint, and therefore, this answering Defendant reserves the right to amend its Answer to the Complaint to allege additional affirmative defenses, if subsequent investigation so warrants.

FOURTEENTH AFFIRMATIVE DEFENSE

The alleged actions or inactions of these answering Defendants were not the proximate cause of Plaintiff's damages.

FIFTEENTH AFFIRMATIVE DEFENSE

The alleged actions or inactions of these answering Defendants were not the legal cause of Plaintiff's damages.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff is barred from asserting any claim against the answering Defendants because the alleged damages were the result of intervening, superseding conduct of others.

SEVENTEENTH AFFIRMATIVE DEFENSE

The answering Defendants fully satisfied and discharged any and all duties they may have owed to Plaintiff under the circumstances alleged in the Complaint.

1 EIGHTEENTH AFFIRMATIVE DEFENSE

2 The duty that the Plaintiff intends to propose and/or the standard of care that the Plaintiff
3 is alleging towards the Defendant would be contrary to public policy.
4

5 NINETEENTH AFFIRMATIVE DEFENSE

6 The Defendant acquiesced to the actions and behavior of the Defendant, and thus should
7 be barred from any recovery or claims of negligence by the Defendant in pursuing the grievance.
8

9 Based on the foregoing, the Respondent - the Henderson Police Officers Association -
10 requests that the EMRB award the following:

- 11 (1) DENY any and all claims made by the Complainant
12 (2) DENY any and all relief requested by the Complainant
13 (3) GRANT any and all defenses alleged by the Respondent
14 (4) GRANT reasonable attorney's fees and costs for defending this action
15 (5) GRANT any and all other reasonable relief to the Respondent
16

17 DATED this 7th of August, 2025

18 /Christopher Cannon/
19 CHRISTOPHER M. CANNON, ESQ.
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Henderson Police Officers Association (Respondent)

Motion to Dismiss

FILED
August 8, 2025
State of Nevada
E.M.R.B.
2:27 p.m.

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Attorneys for the RESPONDENTS

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD
STATE OF NEVADA

HECTOR VILLA	)	CASE NO: 2025-013
Complainants	)	
vs	)	
HENDERSON POLICE OFFICER'S ASSOCIATION (HPOA)	)	MOTION TO DISMISS
Respondents	)	DATE OF HEARING:
	)	TIME OF HEARING:
	)	ORAL ARGUMENT: YES

COMES NOW, Complainants, HENDERSON POLICE OFFICER'S ASSOCIATION (hereby "THE ASSOCIATION"), a local government employee organization, and the Associations' named and unnamed affected members, by and through their undersigned counsel, CHRISTOPHER CANNON, ESQ., of the NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS (hereby "NAPSO"), and hereby file this MOTION TO DISMISS THE PROHIBITED LABOR PRACTICES COMPLAINT brought by the Complaint.

This Motion is brought in good faith, pursuant to NRCP, based on pleadings and papers on file herein, based upon the facts alleged therein, the following Points and Authorities, Declaration of Plaintiff attached hereto, and upon an oral argument the Court shall deem proper at the time of the hearing.

1 DATED this ____7th____ day of August, 2025

2
3 LAW OFFICE OF CHRISTOPHER
4 CANNON, ESQ

5 /Christopher Cannon/____

6 Christopher M. Cannon
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12 Attorney for Plaintiff
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TO: Counsel for Complainant

YOU, AND EACH OF YOU, will please take notice that the undersigned will bring the foregoing motion on for hearing, before the above-entitled Court on: _____, located at:

 x EMRB, 3300 W. Sahara Avenue, Suite 490, Las Vegas, NV 89102

DATED this 7th day of August, 2025

LAW OFFICE OF
CHRISTOPHER CANNON, ESQ.

/Christopher Cannon/
Christopher M. Cannon
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Attorney for Respondent

1 **I. STATEMENT OF FACTS**

2 The Complainant, HECTOR VILLA, is a police officer for the City of Henderson Police
3 Department and has served the Department and the City for approximately sixteen (16) years.
4 During that period of time, Villa, was a member of the Henderson Police Officers Association
5 (HPOA), and the HPOA was the exclusive bargaining unit for the pay and benefits for the non-
6 supervisory officers under the Collective Bargaining Agreement (CBA) with the City of
7 Henderson ("The City").

8 Additionally, under the CBA, the HPOA also is contractually able to receive and process
9 grievances for their members (non-supervisory officers) against the City. The HPOA processes
10 the grievances for their members, which can including informal meetings, formal meetings with
11 police administration and city leaders, mediation and arbitration (if necessary). However, the
12 actions of the HPOA is guided by their elected executive staff which reviews, processes and
13 makes decisions on how each grievance in handled, and to what extend the grievance will be
14 financed (as both mediation and arbitration will have a financial impact to the HPOA). All
15 members of the HPOA have the right to be elected to the executive staff, and all members have
16 the right to be heard at all meetings about the operation and leadership of the HPOA.

17 Complainant, during his tenure with the Henderson Police Department, in January 2024,
18 applied for the position of BACKGROUND INVESTIGATOR with the Police Department.
19 When he applied, by his own admission, he was competing against twenty (20) other officers
20 with differing backgrounds and experience with the police department.

21 Following Department interviews (conducted by police department personnel), and of
22 which no members of HPOA Staff participated, another officer was selected for the position.
23 This officer (Officer Meyers) was selected **solely** by police department officials (who are non
24 members of the HPOA) and the HPOA did not assist in the preparation, selection and/or
25 administration of the testing process.

26 After the selection of Officer Meyers, the Complainant complained to the HPOA that the
27 person selected was ineligible for selection due to a prior disciplinary action against her and that
28 the Department then placed her on a "probationary period" for review. *However, the HPOA did*

1 not have knowledge of such disciplinary action, and further even if Officer Meyers was not
2 eligible for the selection for the position, the Complainant was not guaranteed the position. The
3 Department has the ability to select any person of their choosing from an eligibility list (as it is a
4 granted management right). **Further, even if the Complainant was to successfully argue that**
5 **the list was to the rank ordered, the Complainant was not the next person on the list to be**
6 **selected, undermining his claims.** Finally, the Association did not have any part in the process
7 of the selection of the candidate that was to be placed in the position of Background Investigator,
8 and was solely made aware of the choice that was made by Police Command Staff.

9 The HPOA received the filed grievance by the Complainant, and began to process it, in
10 accordance with the HPOA bylaws. When the Complainant took issue with how the grievance
11 was being processed and handled with the Department, demanding that more be done, the HPOA
12 explained that per their bylaws, they are entitled to handle the grievance in a manner that was
13 for good of all the members and not solely the grieving member. Further, the Association
14 explained that any and all processing would be handled consistent with prior grievances, the
15 guidance of the Executive Staff and consistent with bylaws and Nevada law.

16 Unhappy with the outcome of the internal review and processing of the grievance, the
17 Complainant demanded that the matter be taken to arbitration for a full legal review. When the
18 Association explained the reasons that they did not desire to take that course of action,
19 Complainant began to use email listserves to create disharmony between members and
20 undermine the operation of the Association itself.

21 The Association requested that the Complainant understand that the handling of the
22 grievance was within the purview of the Association itself, and undermining and attacking the
23 operation of the Association was not assisting in achieving the outcome that he desired. The
24 Association and the Executive Director weighed the legal basis, the legal precedent and the cost
25 of arbitration when making the decision not to take the grievance to arbitration against The City.

26 The Complainant continued his erratic behavior and began to make defamatory
27 statements against the Association, its members and the Executive Director. This behavior
28 violated the HPOA member bylaws and continued to undermine the operation of the Association

1 on a day to day basis. The Association called on the Complainant to cease his behavior, not as a
2 halt on his free speech, but because it was hindering the fair and equal operation of the
3 Association. In short, the Complainant was requesting a resolution to his grievance that no other
4 member would receive (under similar facts and circumstances) and when he did not receive it, he
5 resorted to underlining the Association, defaming its staff and attempting to cause the
6 Association to be viewed as one that affords protection to racist officers, covers for corrupt
7 police administration, and fails to advance the rights of its members. *These allegations were all*
8 *advanced without proof to the Association membership and/or the Executive Director, and done*
9 *to advance the career of the Complainant solely.*

10 Based on his actions, the HPOA revoked Officer Villa's membership on January 11,
11 2025.

12 The Complainant now stands before the EMRB arguing that his right to the duty of fair
13 representation was violated, and that he was harassed, berated and expelled for no reason.
14 However, his Complaint reflects no basis for the EMRB to act, is simply crafted in such a
15 manner that it barely even reaches the jurisdiction of the EMRB and, without such proof, the
16 Complaint should be dismissed at this juncture.

17 18 **II. LEGAL STANDARD**

19 The Nevada Rules of Civil Procedure instruct the Board to secure a "just, speedy and
20 inexpensive determination" of a complaint and/or civil action. NRCP 1. In order to serve that
21 purpose NRCP 12(b)(5) entitles the Defendant to seek dismissal of a complaint when the
22 Plaintiff failed to set forth a cognizable claim for relief.

23 There are two basis reasons for dismissal at this stage, Dismissal is proper where the
24 complaint is not founded upon a "cognizable legal theory." *Balistreri v Pacificia Police Dep't*,
25 901 F.2d. 696, 699 (9th Cir, 1988) (cited for this point in *Walsh v Green Tree Servicing, LLC*
26 Case No. 65066, 2015 WL 3370399 (unpublished order) (Nev. May 10, 2015). Yet, even of a
27 complaint does manage to articulate a cognizable legal theory, dismissal is still proper if the
28 complaint fails to allege adequate and sufficient facts to support the claim. *Id.*

1 Whether a complaint alleges a viable legal theory or not depends upon the facts as well as
2 the applicable law. *Cf Randazza v Cox*, No. 2:12-CV-2040-JAD-PAL, 2014 WL 1407378, at 7
3 (D. Nev. Apr. 10, 2014) (Dismissing common law claim for failure to state a claim where
4 “Nevada law does not recognize this cause of action”).

5 When considering a motion to dismiss, the Court should take any well pled factual
6 allegations in the complaint at face value. *Morris v Bank of America*, 110 Nev. 1274, 1276, 886
7 P.2d 454, 456 (1994). While NCRP 8 accommodates a generous notice pleading standard, a
8 complaint must still set forth factual allegations that are sufficient, if true, to support a viable
9 claim of relief. *Sanchez et al. Sanchez v. Wal-Mart Store, Inc.*, 125 Nev. 818, 823, 221 P.3d
10 1276, 1280 (2009) (explaining that, although the Court will accept the factual allegations in the
11 complaint as true, “the allegations must be legal sufficient to constitute the elements of the
12 claims asserted”). Conclusory allegations alone are inadequate to state a viable claim. *See Comm.*
13 *For Reasonable Regulation of Lake Tahoe v Tahoe Reg’l Panning Agency*, 365 F. Supp. 2d
14 1146, 1152 (D. Nev. 2005). Where the factual allegations in the complaint fall short of alleging a
15 viable claim, the Court should dismiss the complaint. *Danning v Lum’s Inc.*, 86 Nev. 868, 478
16 P.2d. 166 (1970).

17 The standard of notice pleading does not mean the complaint can rest on conclusory
18 allegation and devoid of factual substance. *State v Sandler*, 21 Nev. 13, 23 P. 799, 800 (1890)
19 (“To raise an issue before a Court facts must be stated, showing that there are real questions
20 involved”); *Dixon v City of Reno*, 43 Nev 413, 187 P. 308, 309 (1920); *Guzman v Johnson*, 137
21 Nev. 126, 132, 483 P.3d 531, 537, n. 7 (2021).

22 The doctrine of the duty of fair representation is judicially created law.¹ Even though
23 there is no language within the agency’s enabling statute (NRS Chapter 288) that establishes the
24 duty of fair representation explicitly, this duty had been recognized by both the Supreme Court of
25 the United States and the Nevada Supreme Court.

26 In *Vaca v. Sipes*, the Supreme Court of the United States affirmed the doctrine of the duty
27

28 ¹ *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir. 1985).

1 of fair representation by deriving such duty from the National Labor Relations Act ("NLRA").²
2 The EMRB often looks to NLRB precedents. To this end, the Nevada Supreme Court has also
3 recognized the duty of fair representation owed by unions representing local government
4 employees from NRS 288.270(1), (2).³

5 A union is given broad discretion to make decisions and to act in what it perceives to be
6 the best interests of its members. However, it does not mean that a union can act freely and
7 without any limitation. Under the doctrine of the duty of fair representation, the law requires that
8 when a union represents or negotiates on behalf of the employees in its bargaining unit, it must
9 conduct itself in a manner that is not "arbitrary, discriminatory, or in bad faith."⁴

10 In *Air Line Pilots Association, International v. O'Neill*, the Supreme Court of the United
11 States held that arbitrary actions are ones which "can be fairly characterized as so far outside a
12 'wide range of reasonableness,' that it is wholly 'irrational' or 'arbitrary'." In that case, a union's
13 decision to settle an ongoing strike with the employer was within "a wide range of
14 reasonableness" even though not all employees' interests were maximized.⁵ Although the Court
15 recognized that the settlement was not the wisest choice, it held that the union did not breach its
16 duty of fair representation since it decided to settle with the employer after a reasonable
17 consideration of different factors, including costs associated with future litigation and job
18 security for some employees. Therefore, a bad judgment made in good faith generally does not
19 constitute as arbitrary conduct performed by the union.

20 In *Peterson v. Kennedy*, the Ninth Circuit also supported the notion that union conduct

22 ² *Vaca v. Sipes*, 386 U.S. 171, 181-183 (1967).

23 ³ *Cone v. Nevada Serv. Employees Union/SEIU Local 1107*, 116 Nev. 473, 479, 998 P.2d
24 1178, 1182 (2000).

25 ⁴ *Vaca v. Sipes*, 386 U.S. 171, 181-183 (1967).

26 ⁵ *Air Line Pilots Ass'n, Int'l v. O'Neill*, 499 U.S. 65, 78 (1991) (internal citation
27 omitted).
28

1 need not be perfect and mere negligent conduct does not constitute as a breach of the union's
2 duty of fair representation.⁶ The court held that a good faith and non-discriminatory judgmental
3 error on the part of the union in handling a grievance was not an arbitrary conduct. In that case,
4 the union did not breach its duty of fair representation even though its representative gave
5 erroneous advice to an employee in filing the appropriate type of grievance.⁷

6 On the other hand, the court follows a general principle that a conduct is deemed arbitrary
7 if a union fails to perform a procedural or ministerial act without any rational basis, and the act
8 itself does not require the exercise of judgement. Also, the act must prejudice a strong interest of
9 the employee.⁸

10 In *Galindo v. Stoodly*, the employee was laid off by the employer because his union
11 failed to notify the employer about the employee's steward status. Since notifying an employer
12 of someone's steward status was a ministerial act that required no judgement on the part of the
13 union, the court held that the union breached its duty of fair representation.⁹

14 Throughout the years, the Local Government Employee-Management Relations Board
15 has decided numerous cases with issues revolving around the duty of fair representation. In
16 *George v. Las Vegas Police Protective Association Metro, Inc.*, the union refused to proceed on a
17 grievance filed by one of its members, Ginger L. George, who was a Las Vegas City Corrections
18 Officer.¹⁰ She suffered a work-related injury and she felt that she was not properly placed in a
19 light-duty status position by the City of Las Vegas. Therefore, she contacted both the union
20
21

22 ⁶ *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir. 1985).

23 ⁷ *Id*

24 ⁸ *Galindo v. Stoodly Co.*, 793 F.2d 1502, 1514 (9th Cir. 1986).

25 ⁹ *Id.* at 1514-1515.

26
27 ¹⁰ *George v. Las Vegas Police Protective Ass'n Metro, Inc.*, Item No. 485A, EMRB Case
28 No. A1-045693 (2001).

1 representative and the union attorney for assistance, but her request was disregarded.¹¹ The
2 Board held that LVPPA breached its duty of fair representation because it failed to inform
3 George of the reasons why it could not represent her, failed to inform her of her right to file a
4 formal grievance, and failed to provide any investigation into her complaint.

5 In a recent case, the Board held that a union breached its duty of fair representation when
6 it refused to pursue a meritorious grievance absent any valid or compelling reasons. The union in
7 that case had determined that the employer's false statements charge against the complainant was
8 baseless.¹²

9 In short, unions are generally expected to conduct at least a minimal investigation on the
10 merits of the grievance in order to satisfy its duty of fair representation. Arbitrary conduct, such
11 as a failure to perform ministerial or procedural act, absent any valid justification may
12 accordingly be determined to be a violation of the duty of fair representation.

13 Pursuant to NRS 288.270(2), an employee organization is prohibited to discriminate
14 willfully because of "race, color, religion, sex, age, physical or visual handicap, national origin or
15 because of political or personal reasons or affiliations."

16 In general, a union is required by law to apply its policies and procedures in a fair and
17 consistent manner towards all members within the bargaining unit. In *Amalgamated Association*
18 *of Street, Electric Railway and Motor Coach Employees of America, etc. v. Lockridge*, the
19 Supreme Court of the United States held that a complainant must show "substantial evidence of
20 discrimination that is intentional, severe, and unrelated to legitimate union objectives" in order to
21 prove a certain union conduct to be discriminatory.¹³

22 In *Bisch v. Las Vegas Metropolitan Police Department*, the complainant, Laurie Bisch,
23 alleged that her union breached the duty of fair representation by refusing to provide

24 ¹¹ *Id*

25 ¹² *Simo v. City of Henderson*, Item No. 801, EMRB Case No. A1-046111 (2015).

26 ¹³ *Amalgamated Ass'n of St., Elec. Ry. and Motor Coach Emp. of Am. v. Lockridge*, 403
27 U.S. 274, 301 (1971).
28

1 representation after she retained her own attorney. The Board held that the union did not
2 discriminate against Bisch by withdrawing representation since it was a “straightforward
3 application of its previously enacted bylaws” for the union to defer representation to a
4 complainant’s private counsel.¹⁴ The withdrawal was not directed towards Bisch personally, but
5 instead, it was merely a union policy to withdraw representation after its member retained private
6 counsel. Therefore, the union did not breach its duty of fair representation in this case.

7 However, in *Fraley v. City of Henderson*, the union engaged in discriminatory conduct by
8 refusing to proceed on Officer Fraley’s grievances solely based on political reasons and
9 affiliations. Therefore, the Board found that the union breached its duty of fair representation.¹⁵

10 In *Humphrey v. Moore*, the Supreme Court of the United States established that a union’s
11 actions are in bad faith if the complainant presents “substantial evidence of fraud, deceitful action
12 or dishonest conduct by the union”. In that case, the Supreme Court of the United States held that
13 the union was not acting in bad faith since its false assurances of job security to the employees
14 were due solely to lack of information. Since there was no evidence to show that the union was
15 engaging in a conspiracy with the opposing party, its conduct was not performed in bad faith and
16 no breach of the duty of fair representation was found.¹⁶

17 18 III. ARGUMENT

19 The Complainant asserts that he filed a grievance with the HPOA, and that he did not
20 receive the adequate processing of that grievance (arbitration) that he desired. Complainant then
21 stated that not only did not he receive the desired representation, but then the Association,
22 particularly the Executive Board, went on a “head hunt” for him to discredit and finally remove
23 him from the Association based on his political affiliation, the fact that he is a Hispanic officer,

24 ¹⁴ *Bisch v. The Las Vegas Metro. Police Dept.*, Item No. 705B, EMRB Case No. 705B
25 (2010).

26 ¹⁵ *Fraley v. City of Henderson*, Item No. 547, EMRB Case No. A1-045756 (2004).

27 ¹⁶ *Humphrey v. Moore*, 375 U.S. 335, 347 (1964).

1 and the fact that he was openly critical of both the Association staff and the Executive Director.

2 The simple facts are: (1) He has no RIGHT to arbitration, regardless of the type of
3 grievance that is filed; (2) There is a code of conduct that regulates the behavior of all the HPOA
4 members and the Complainant's actions - in undermining, defaming and hindering the operation
5 of the Association violates such a code; and (3) That the Association bylaws, which the
6 Complainant agreed to be bound by when he joined the voluntary association, clearly gives the
7 Executive Board and Membership the right to expel members who violate the Code of Conduct.
8 *Therefore, the Association did its due diligence in processing the grievance for the Complainant,*
9 *the Association behaved in accordance with the CBA and bylaws in its actions with the*
10 *grievance and did not act in a capricious, arbitrary, and/or discriminatory manner and was*
11 *justified in expelling any voluntary member that works against the operation of the association,*
12 *after that member not only is aware of the code of conduct but willing chooses to violate it to*
13 *advocate their position against that of the Association.*

14 15 1. THE DUTY OF FAIR REPRESENTATION

16 Under the doctrine of the duty of fair representation, the law requires that when a union
17 represents or negotiates on behalf of the employees in its bargaining unit, it must conduct itself in
18 a manner that is not "arbitrary, discriminatory, or in bad faith." *However the Association is*
19 *granted wide leeway to handle the grievances in a manner that is in the best interests of its*
20 *members.*

21 Here, the Complaint was not selected for a position as a background investigator - a
22 voluntary assignment position that is determined by testing, established by the City and the
23 Police Command Staff. The position has testing standards, and selection is made by the Police
24 Command Staff itself, without input of the Association. Further, the determination of the
25 promotional position is one that is squarely within "management rights". Finally, and most
26 telling, the selection of Officer Meyers did not have a direct impact on the Complainant for two
27 reasons: (1) even if Meyers were disqualified, there is no requirement to go directly down the
28 selection list and the City/Department has the ability to pick other viable candidates; and (2) even

1 if Meyers were disqualified, the Complainant was not the #2 candidate, and was farther down
2 the selection list, which does not make him the immediate "next selection" for the position, as he
3 is alleging.

4 Next, when the Complainant formally grieved the selection of the position and expressed
5 discontent over not being selected, the Association processed the grievance in accordance with
6 the Association bylaws and the Collective Bargaining Agreement (CBA). *The grievance followed*
7 *the process and was reviewed by the Chief and City Management, before the Association*
8 *received a formal denial.* At that stage, according to the Association bylaws and the CBA, the
9 Association and the Executive Board has the final determination if that matter would be appealed
10 to arbitration or any other litigation. In essence, the Association, and not the member, controls
11 the grievance and the manner in which its final outcome is reached. The simple fact that the
12 Complainant does not agree with the way it is processed, does not give him the right to claim that
13 the actions of the Association are discriminatory. The Association made a determination - based
14 on the facts and circumstances, the CBA, and prior decisions in arbitration - not to take the
15 matter to arbitration *and that is within their sole purview and not subject to second guessing by*
16 *an individual member.*

17 Further, the Associations decision on the processing of the grievance and not taking it to
18 the costly step of arbitration is "not so far outside of the range of reasonableness" since the
19 Association has a duty to fiduciary duty to its members and to avoid costly litigation that has a
20 minimal chance of success. And while not benefitting that individual member, it protected the
21 membership as a whole.

22 Additionally, the Association completed the minstrel act of processing the grievance in
23 accordance with the CBA and Association bylaws, made the Complainant aware of his rights and
24 advised him of the process as it proceeded. The Association was not deceitful and did not lie to
25 the Complainant when it explained that any grievance must be processed for the benefit of the
26 entire membership and the manner in which is handled is at the sole control of the Association.

27 The idea that the Association officers' actions were discriminatory in nature, the
28 Complainant has not shown any "substantial evidence of discrimination that is intentional,

1 severe, and unrelated to legitimate union objectives” in order to prove a certain union conduct to
2 be discriminatory. *The Complainant has simply thrown out conclusory statements in his*
3 *Complainant without any proof and in the face of the Association having clear objectives*
4 *justifying their actions - undermines the Complainant’s claim and should sustain a dismissal.*
5

6 2. ASSOCIATION DISMISSAL OF COMPLAINANT

7 When officers join the Association, they are provided a Code of Conduct that requires
8 them to work with other members and the Association for the advancement of all members of the
9 Association. Specifically, within the Association bylaws, behavior which undermines or
10 advocates to undermine the Association is not tolerated nor supported by the remainder of the
11 members. If such a member is found in violation of these bylaws and Code of Conduct, he can be
12 expelled from the Association.

13 Complainant - after not being selected for the position and learning that the Association
14 would not take the matter to arbitration - engaged in a pattern of conduct to enrage other
15 members against the Association and state defamatory comments about the Executive Board to
16 embarrass, harass and force their decision on the arbitration in this matter.

17 The Association advised and warned the Complainant that his behavior was in violation
18 of the Code of Conduct and would not be tolerated. The Complainant did not cease his pattern of
19 behavior and was expelled from the Association.

21 3. DISMISSAL IS PROPER AND WARRANTED AT THIS STAGE

22 Dismissal is proper where the complaint is not founded upon a “cognizable legal theory.”
23 Yet, even of a complaint does manage to articulate a cognizable legal theory, dismissal is still
24 proper if the complaint fails to allege adequate and sufficient facts to support the claim.

25 Conclusory allegations alone are inadequate to state a viable claim and where the factual
26 allegations in the complaint fall short of alleging a viable claim, the Court should dismiss the
27 complaint.

28 *Here, the Complainant has not presented a cognizable legal theory. Their simple theory is*

1 that Complaint was discriminated against because he did not receive a premium position within
2 the Department that he applied for, and that the Association did not process his grievance to his
3 liking to achieve the result that he wanted.

4 The problem with that theory as advocated is that it is not based on law and/or legal
5 precedent.

6 As stated before, the Association has no control over the testing process, did not
7 participate in the process or the formulating of the test and did not assist in the selection of the
8 officer for the position. The Complainant was not selected and was not even in the range of
9 selection for the eligible candidates. But because he was not selected, he grieved. The
10 Association processed the grievance but made the rational decision not to go to arbitration with
11 it. This enraged the Complainant who then took to the membership to attempt to embarrass and
12 harass the Association officers, who then moved forward with expulsion for the Association.

13 The fact that he was expelled does not present a legal claim for this Board to hear, and is
14 not an actionable one.

15 In short, the Association made rational decisions that were based on good faith and were
16 not arbitrary and capricious. The fact that the Complainant did not agree with the decision does
17 not give him the right to claim a prohibited labor practice when none of the basis for one is
18 present.

19 Dismissal is the correct and mandated option in this manner.
20

21 IV. CONCLUSION

22 Based on the foregoing, the Association prays for the following relief:
23

24 (1) Dismissal of the Complaint

25 (2) Award of reasonable attorney fees and costs

26 (3) Any other relief that the Board would grant
27
28

1 DATED this 7th of August, 2025

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Response to Motion to Dismiss

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**STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD**

HECTOR VILLA,

Case No.: 2025-013

Complainant

**RESPONSE TO MOTION TO
DISMISS**

vs.

HENDERSON POLICE OFFICERS'
ASSOCIATION (HPOA)

Date of Hearing:
Time of Hearing:

Respondent

HECTOR VILLA, by and through the undersigned counsel, hereby responds to the motion to dismiss (the "Motion" or "Mot.") filed by Respondent the HENDERSON POLICE OFFICER's ASSOCIATION ("HPOA"). This Response is based on the memorandum of points and authority below, all declarations and exhibits attached thereto, and any oral argument the court may entertain at hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Organizations like the Henderson Police Officers' Association ("HPOA") owe all its members a duty of fair representation; likewise, they are forbidden from ejecting members for impermissible reasons. Illegal discrimination or retaliation cannot justify decisions about representation or proceedings about ejection of union members. Officer Hector Villa's Complaint against the HPOA sufficiently alleges—in detail—that the HPOA both breached the duty of fair representation it owed him and ejected him from the HPOA for illegal reasons.

1 The HPOA's effort to dismiss the Complaint thus fails. The HPOA ignores that, when
2 considering a motion to dismiss, the complainant's allegations must be taken as true and the
3 complainant does not need to provide evidence.¹ This is not summary judgment and even it
4 was, the HPOA also ignores that it cannot rely on unsupported, conclusory factual
5 allegations (and denials) to obtain dismissal.

6 The HPOA's own cases show that what officer Villa has alleged is actionable. The
7 HPOA's unsupported factual claims that the allegations are false are not even before the
8 Board and should be ignored.

9 II. ARGUMENT

10 A. The Motion to Dismiss Must Be Denied Because It Is Predicated on 11 Irrelevant and Unsupported Factual Allegations.

12 In evaluating a motion to dismiss, the Board must consider "all factual allegations in
13 [the plaintiff's] complaint as true and draw all inferences in [the plaintiff's] favor."
14 *Limprasert v. PAM Specialty Hosp. of Las Vegas LLC*, 140 Nev. Adv. Op. 45, 550 P.3d
15 825, 829 (2024) (citing *Buzz Stew, LLC v. City of North Las Vegas*, 124 Nev. 244, 228, 181
16 P.3d 630, 672 (2008)).² The Board cannot consider facts outside of the complaint.³ Instead,
17 a motion to dismiss tests the sufficiency of the pleadings. *See Breliant v. Preferred Equities*
18 *Corp.*, 109 Nev. 842, 846, 858 P.2d 1258, 1260 (1993) ("This court's task is to determine
19 whether ... the challenged pleading sets forth allegations sufficient to make out the elements
20 of a right to relief.")

21 In contravention of these rules of law governing motions to dismiss, the HPOA's
22 response is rife with factual allegations that attempt to undermine Complainant Hector
23 Villa's claims. The HPOA even blatantly argues that the Complaint should be dismissed
24

25 ¹ Indeed, it is impermissible to include exhibits. NAC 288.200(3).

26 ² Even if the law governing motions to dismiss did not apply here, it would of course be
27 impermissible and inequitable to dismiss an EMBR Complaint based on the HPOA's
28 unsupported and disputed claims.

³ When ruling on a motion to dismiss, a court generally may not consider matters outside
the pleading being attacked. *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 847, 858
P.2d 1258, 1261 (1993).

1 because Officer Villa has not come forward with evidence. (Mot, p. 13:27 – 14:2.) Worse
2 yet, the HPOA’s factual claims are unsupported by any citation to any declarations,
3 affidavits, or exhibits. Thus, the HPOA is essentially endeavoring to convert their motion
4 to dismiss into a motion for summary judgment⁴ without even attempting to follow the
5 procedural requirements for doing so or presenting facts that could meet their evidentiary
6 burden⁵ on a motion for summary judgment.

7 For example, the HPOA’s Motion relies on the claim that the HPOA “made rational
8 decisions that were based on good faith and were not arbitrary and capricious.” Officer Villa
9 has alleged the opposite—and his allegations are far from conclusory. The Complaint details
10 specific factual allegations that, if true, support his claims. In 2022 and 2023, Officer Villas
11 poke publicly about fellow officer Kevin LaPeer’s repeated misconduct on the job, which
12 was widely reported in the local media. (Complaint, ¶¶ 3-11.) The Complaint also alleges
13 that “HPOA leadership and members are aware of Officer Villa’s decisions to speak out
14 against Officer LaPeer, which is a matter of public record, and have expressed (and
15 continued to express) hostility towards Officer Villa for speaking out.” (*Id.*, ¶ 12.)

16 Then, in 2024, Officer Villa was passed over for the specialized position of
17 Backgrounds Investigator in favor of Officer Meyers who was unqualified to hold that
18 position by virtue of her being on probation and being sustained on multiple policy
19 violations. (*Id.*, ¶¶ 13-16.) Rather than respond to Officer Villa’s complaints, union
20 leadership lied about Officer Meyers’ probation status, denying his grievance on the basis
21 that Officer Villa could not provide evidence that Officer Meyers was on probation, even
22 though such evidence was in readily available public records. (*Id.*, ¶¶ 17-22.) While the
23 HPOA approved Officer Villa’s grievance after he provided that evidence (which HPOA
24 had all along), it refused to proceed on the grievance because Officer Villa had exposed
25 LaPeer’s misconduct. (*Id.*, ¶¶ 23-26.) Ultimately, after being told by Andrew Regenbaum,

26
27 ⁴ See NRCP 12(d).

28 ⁵ See NRCP 56(c)(1); *see also Nev. Ass’n Servs., Inc. v. Eighth Judicial Dist. Court*, 130
Nev. 949, 957, 338 P.3d 1250, 1255 (2014) (“Arguments of counsel are not evidence and
do not establish the facts of the case.”)

1 HPOA's Executive Director and Chief Negotiator that the union was refusing to proceed
2 with his grievance *because of what Officer Villa said about LaPeer*, the HPOA launched
3 a pretextual investigation against Officer Villa and terminated his HPOA membership. (*Id.*,
4 ¶¶ 27-32.)

5 The HPOA is not entitled to dismissal just because it denies Officer Villa's allegations,
6 as factual issues cannot be resolved on a motion to dismiss. Yet the HPOA contends that
7 "[t]he Complainant has simply thrown out conclusory statements in his Complainant
8 without any proof and in the face of the Association having clear objectives justifying their
9 actions - undermines the Complainant's claim and should sustain a dismissal." (Mot., p.
10 14:2-4 (emphasis in original).)

11 HPOA's failure to recognize that on a motion to dismiss, Officer Villa's allegations
12 do not require proof and must be taken as true, and HPOA's bizarre effort to rely on
13 unsupported factual claims to obtain dismissal are fatal to its Motion, which should be
14 denied without further consideration. Even if that were not the case, Officer Villa's claims
15 are cognizable, as detailed below and as the HPOA's own case law shows.

16 **B. Officer Villa Adequately Pled a Claim for Breach of the Duty of Fair**
17 **Representation.**

18 Although Officer Villa acknowledges that "a union's conduct generally is not arbitrary
19 when the union exercises its judgment," such conduct can "still violate the duty of fair
20 representation if we find it discriminatory or done in bad faith." *Demetris v. Transp.*
21 *Workers Union of Am., AFL-CIO*, 862 F.3d 799, 805-806 (9th Cir. 2017), as the HPOA
22 concedes. "The duty [of fair representation] is designed to ensure that unions represent fairly
23 the interests of all of their members without exercising hostility or bad faith toward any."
24 *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir.1985).

25 It is not Officer Villa's position, as the HPOA claims, that the HPOA "did not process
26 his grievance to his liking to achieve the result that he wanted." (Mot., p. 15:2-3.) Instead,
27 Officer Villa alleged that the HPOA made its decision not to continue to pursue his
28 grievance and took other actions for impermissible reasons. *See. e.g.*, Compl. ¶ 27 ("Ever

1 since Officer Villa spoke out against a racist fellow officer, the HPOA has engaged in a
2 campaign of harassment against him.”) he also Officer Villa also alleged that the HPOA
3 misrepresented facts about the grievance to him. *See. e.g.*, Compl. ¶ 18 (“Initially, union
4 leadership and supervisors advised him that Officer Meyers was not on probation, which
5 was contrary to the news stories and released public records showing she was in fact placed
6 on probation.”) The HPOA cannot make decisions based on Officer Villa speaking out about
7 a racist officer; such conduct is definitionally arbitrary, capricious and bad faith and would
8 violate NRS 288.270(2) as well as other law. *Cf.* 29 U.S.C.A. § 411 (providing in part:
9 “Every member of any labor organization shall have the right to meet and assemble freely
10 with other members; and to express any views, arguments, or opinions; and to express at
11 meetings of the labor organization his views, upon candidates in an election of the labor
12 organization or upon any business properly before the meeting, subject to the organization’s
13 established and reasonable rules pertaining to the conduct of meeting.”)

14 A case cited in HPOA’s Motion is directly on point. In *Fraley v. City of Henderson*,
15 Item No. 547, EMRB Case No. A1-045756, 2004 WL 6247597 (2004), the Board heard
16 testimony that the HPOA “treated members differently based on who the officer was” and
17 that Fraley “was not a favored officer.” 2004 WL 6247597, *16. The HPOA refused to take
18 action concerning the several IAB investigations launched by the HPD into Fraley, any one
19 of which could have resulted in his termination. *Id.* at *17. The Board concluded that the
20 HPOA “acted arbitrarily; without a reasonable, rational basis; and in an unfair or
21 inconsistent manner towards the various members” and that the HPOA “breached its duty
22 of fair representation in this case as evidenced by its continued refusal to grieve Fraley’s
23 complaint.” *Id.* at *18.

24 Here, as noted above, Officer Villa has more than adequately pleaded that HPOA
25 leadership refused to pursue his grievances as punishment for impermissible reasons,
26 including speaking up about Officer LaPeer’s racist remarks—indeed, an HPOA executive
27 literally told Officer Villa so. (*See* Compl., ¶ 29.) Consistent with the applicable Rules of
28 Practice before this Board, Officer Villa also included the legal bases for his claims.

1 At the motion to dismiss stage, this is more than enough and HPOA does not establish
2 any basis for depriving Officer Villa of his right to have his Complaint considered by this
3 Board.

4 **C. Officer Villa Adequately Pleaded that HPOA Impermissibly Ejected**
5 **Him.**

6 The HPOA further argues that “[t]he fact that [Officer Villa] was expelled does not
7 present a legal claim for this Board to hear, and is not an actionable one.” (Mot., p. 15:13-
8 14.) This contention incorrectly assumes that the HPOA is above the law and what the
9 HPOA ignores is that Officer Villa alleges that the HPOA ejected him for impermissible
10 reasons, specifically that HPOA discriminated against him based on “personal reasons or
11 affiliations,” which are specifically prohibited by NRS 288.270(2)(c).

12 For example, Officer Villa alleges that “Regenbaum told Officer Villa that
13 Regenbaum refused to help Officer Villa with his grievances *because of what Officer Villa*
14 *said about Officer LaPeer.*” (Compl., ¶ 29.) It is certainly fair to infer that—in light of
15 Regenbaum’s unambiguous statement to Officer Villa regarding the reasoning behind not
16 helping him with his grievances—the same “personal reasons or affiliations” impermissibly
17 animated Officer Villa’s expulsion from HPOA.

18 Likewise, while the HPOA claims that Officer Villa was ejected for a “pattern of
19 conduct to enrage other members” and defamed HPOA leaders, like all the other factual
20 assertions the HPOA makes, it is not supported. But what HPOA claims is telling and
21 appears to concede that the reason Officer Villa was ejected was based on the fact that
22 “...Officer Villa raised concerns about the HPOA’ refusal to proceed to arbitration and
23 shared information with other HPOA members to promote transparency about the
24 promotion process as well as the union’s handling of the grievance.” (Compl., ¶ 26.) Just
25 because the HPOA does not like what Officer Villa expressed does not justify ejecting him
26 and, in fact, the HPOA is also prohibited from punishing members from speaking out on
27 matters of public concern. *See* NRS 288.270(2)(c); *see also* *Madison School Dist. v. WERC*,
28 429 U.S. 167 (1976).

1 As federal law makes clear:

2 Every member of any labor organization shall have the right to meet and
3 assemble freely with other members; and to express any views, arguments,
or opinions; and to express at meetings of the labor organization his views.

4 29 U.S.C.A. § 411. Officer Villa has protected rights to criticize a racist fellow officer and
5 to criticize the HPOA and its leadership. Moreover, union members have due process rights
6 that preclude being impermissibly ejected and, again, unions cannot interfere with union
7 members' rights to engage in free debate. *See, e.g., Mitchell v. International Association of*
8 *Machinists*, 196 Cal. App. 2d 903, 16 Cal. Rptr. 813 (1961), petition for hearing denied, No.
9 24913, Cal. Sup. Ct. (1962).

10 The HPOA relies on its bylaws to claim dismissal is warranted. This ignores that
11 whether the HPOA permissibly sought to expel and expelled Officer Villa for valid reasons
12 or for impermissible, illegal reasons is a factual matter that the HPOA not support with
13 anything other than argument, and is also not properly raised in a motion to dismiss.

14 For these reasons, as with Officer Villa's claim regarding breach of the duty of fair
15 representation, Officer Villa's claim stemming from the HPOA decision to eject him is
16 sufficiently alleged.

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1 **III. CONCLUSION**

2 The Board should deny the Motion and should after consideration of HPOA's
3 Answer⁶—order a preliminary investigation and proceed with this matter in accordance with
4 NAC 288.211.

5
6 DATED this the 9th day of September, 2025.

7
8 /s/ Margaret A. McLetchie
9 MARGARET A. MCLETSCHIE, Nevada Bar No. 10931
10 **MCLETSCHIE LAW**
11 602 S. 10th St.
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15 *Counsel for Complainant Officer Hector Villa*

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⁶ Officer Villa served his Complaint on July 16, 2025, as reflected by the certified mail
27 receipt of copy. (Ex. 1.) Thus, pursuant to NAC 288.220(1), HPOA had 21 days—until
28 August 6, 2025—to file its answer. However, both HPOA's Motion to Dismiss and its
answer were filed on August 8, 2025. Thus, the Board should preclude HPOA from
asserting any affirmative defenses in this proceeding. NAC 288.220(3).

EXHIBIT 1

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Henderson Police Officers'
Association
ATTN: Gary Hargis or Registered
145 Panam St. Agent
Henderson, NV 89015-7372



9590 9402 8132 2349 1916 87

2. Article

1589

PS Form 3811, July 2020 PSN 7530-02-000-9053

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X *[Signature]*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

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C. Date of Delivery

7/16

D. Is delivery address different from item 1? ☐ Yes
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MCLECHIE LAW

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Henderson Police Officers Association (Respondent)

Reply to Opposition to Motion to Dismiss

FILED
September 15, 2025
State of Nevada
E.M.R.B.
4:33 p.m.

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11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**
12 **STATE OF NEVADA**

13 HECTOR VILLA

14 Complainants

15 vs

16 HENDERSON POLICE OFFICERS
17 ASSOCIATION (HPOA)

18 Respondents

CASE NO: 2025-013

REPLY TO OPPOSITION TO
MOTION TO DISMISS

19 COMES NOW, Complainants, HENDERSON POLICE OFFICERS ASSOCIATION
20 (hereby "THE ASSOCIATION"), a local government employee organization, and the
21 Associations' named and unnamed affected members, by and through their undersigned counsel,
22 CHRISTOPHER CANNON, ESQ., of the NEVADA ASSOCIATION OF PUBLIC SAFETY
23 OFFICERS (hereby "NAPSO"), and hereby file this REPLY TO OPPOSITION TO MOTION TO
24 DISMISS THE PROHIBITED LABOR PRACTICES COMPLAINT brought by the Complaint.

25 This Motion is brought in good faith, pursuant to NRCP, based on pleadings and papers
26 on file herein, based upon the facts alleged therein, the following Points and Authorities,
27 Declaration of Plaintiff attached hereto, and upon an oral argument the Court shall deem proper
28 at the time of the hearing.

1 DATED this ____15th____ day of August, 2025

2
3 LAW OFFICE OF CHRISTOPHER
4 CANNON, ESQ

5 /Christopher Cannon/____

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1 **I. STATEMENT OF FACTS**

2 The Complainant, HECTOR VILLA, is a police officer for the City of Henderson Police
3 Department and has served the Department and the City for approximately sixteen (16) years.
4 During that period of time, Villa, was a member of the Henderson Police Officers Association
5 (HPOA), and the HPOA was the exclusive bargaining unit for the pay and benefits for the non-
6 supervisory officers under the Collective Bargaining Agreement (CBA) with the City of
7 Henderson ("The City").

8 Additionally, under the CBA, the HPOA also is contractually able to receive and process
9 grievances for their members (non-supervisory officers) against the City. The HPOA processes
10 the grievances for their members, which can including informal meetings, formal meetings with
11 police administration and city leaders, mediation and arbitration (if necessary). However, the
12 actions of the HPOA is guided by their elected executive staff which reviews, processes and
13 makes decisions on how each grievance in handled, and to what extend the grievance will be
14 financed (as both mediation and arbitration will have a financial impact to the HPOA). All
15 members of the HPOA have the right to be elected to the executive staff, and all members have
16 the right to be heard at all meetings about the operation and leadership of the HPOA.

17 Complainant, during his tenure with the Henderson Police Department, in January 2024,
18 applied for the position of BACKGROUND INVESTIGATOR with the Police Department.
19 When he applied, by his own admission, he was competing against twenty (20) other officers
20 with differing backgrounds and experience with the police department.

21 Following Department interviews (conducted by police department personnel), and of
22 which no members of HPOA Staff participated, another officer was selected for the position.
23 This officer (Officer Meyers) was selected **solely** by police department officials (who are non
24 members of the HPOA) and the HPOA did not assist in the preparation, selection and/or
25 administration of the testing process.

26 After the selection of Officer Meyers, the Complainant complained to the HPOA that the
27 person selected was ineligible for selection due to a prior disciplinary action against her and that
28 the Department then placed her on a "probationary period" for review. *However, the HPOA did*

1 not have knowledge of such disciplinary action, and further even if Officer Meyers was not
2 eligible for the selection for the position, the Complainant was not guaranteed the position. The
3 Department has the ability to select any person of their choosing from an eligibility list (as it is a
4 granted management right). **Further, even if the Complainant was to successfully argue that**
5 **the list was to the rank ordered, the Complainant was not the next person on the list to be**
6 **selected, undermining his claims.** Finally, the Association did not have any part in the process
7 of the selection of the candidate that was to be placed in the position of Background Investigator,
8 and was solely made aware of the choice that was made by Police Command Staff.

9 The HPOA received the filed grievance by the Complainant, and began to process it, in
10 accordance with the HPOA bylaws. When the Complainant took issue with how the grievance
11 was being processed and handled with the Department, demanding that more be done, the HPOA
12 explained that per their bylaws, they are entitled to handle the grievance in a manner that was
13 for good of all the members and not solely the grieving member. Further, the Association
14 explained that any and all processing would be handled consistent with prior grievances, the
15 guidance of the Executive Staff and consistent with bylaws and Nevada law.

16 Unhappy with the outcome of the internal review and processing of the grievance, the
17 Complainant demanded that the matter be taken to arbitration for a full legal review. When the
18 Association explained the reasons that they did not desire to take that course of action,
19 Complainant began to use email listserves to create disharmony between members and
20 undermine the operation of the Association itself.

21 The Association requested that the Complainant understand that the handling of the
22 grievance was within the purview of the Association itself, and undermining and attacking the
23 operation of the Association was not assisting in achieving the outcome that he desired. The
24 Association explained to the Officer Villa that under the terms of the CBA and recent court
25 decisions - City of Henderson Police Department and City policies cannot be taken to arbitration.
26 So, in short, the Association processed the grievance as far as it legally could.

27 The Complainant continued his erratic behavior and began to make defamatory
28 statements against the Association, its members and the Executive Director. This behavior

1 violated the HPOA member bylaws and continued to undermine the operation of the Association
2 on a day to day basis. The Association called on the Complainant to cease his behavior, not as a
3 halt on his free speech, but because it was hindering the fair and equal operation of the
4 Association. In short, the Complainant was requesting a resolution to his grievance that no other
5 member would receive (under similar facts and circumstances) and when he did not receive it, he
6 resorted to underlining the Association, defaming its staff and attempting to cause the
7 Association to be viewed as one that affords protection to racist officers, covers for corrupt
8 police administration, and fails to advance the rights of its members. *These allegations were all*
9 *advanced without proof to the Association membership and/or the Executive Director, and done*
10 *to advance the career of the Complainant solely.*

11 Based on his actions, the HPOA revoked Officer Villa's membership on January 11,
12 2025.

13 The Complainant now stands before the EMRB arguing that his right to the duty of fair
14 representation was violated, and that he was harassed, berated and expelled for no reason.
15 However, his Complaint reflects no basis for the EMRB to act, is simply crafted in such a
16 manner that it barely even reaches the jurisdiction of the EMRB and, without such proof, the
17 Complaint should be dismissed at this juncture.

18 19 **II. LEGAL STANDARD**

20 **A. FAILURE TO STATE A CLAIM**

21 The standard of review for a dismissal under NRCP 12(b)(5) is rigorous as this court
22 "must construe the pleading liberally and draw every fair intendment in favor of the [non-moving
23 party]." *Squires v. Sierra Nev. Educational Found.*, 107 Nev. 902, 905, 823 P.2d 256, 257 (1991)
24 (citations omitted). All factual allegations of the complaint must be accepted as true. *Capital*
25 *Mort. Holding v. Hahn*, 101 Nev. 314, 315, 705 P.2d 126, 126 (1985). A complaint will not be
26 dismissed for failure to state a claim "unless it appears beyond a doubt that the plaintiff could
27 prove no set of facts which, if accepted by the trier of fact, would entitle him [or her] to relief."
28 *Edgar v. Wagner*, 101 Nev. 226, 228, 699 P.2d 110, 112 (1985) (citing *Conley v. Gibson*, 355

1 U.S. 41, 45-46, 78 S. Ct. 99, 102, 2 L. Ed. 2d 80 (1957)).

2 The test for determining whether the allegations of a complaint are sufficient to assert a
3 claim for relief is whether the allegations give fair notice of the nature and basis of a legally
4 sufficient claim and the relief requested. *Ravera v. City of Reno*, 100 Nev. 68, 70, 675 P.2d 407,
5 408 (1984); see also *Western States Constr. v. Michoff*, 108 Nev. 931, 840 P.2d 1220, 1223
6 (1992).

7 B. DUTY OF FAIR REPRESENTATION

8 In *Vaca v. Sipes*, the Supreme Court of the United States affirmed the doctrine of the duty
9 of fair representation by deriving such duty from the National Labor Relations Act ("NLRA").¹
10 The EMRB often looks to NLRB precedents. To this end, the Nevada Supreme Court has also
11 recognized the duty of fair representation owed by unions representing local government
12 employees from NRS 288.270(1), (2).²

13 A union is given broad discretion to make decisions and to act in what it perceives to be
14 the best interests of its members. However, it does not mean that a union can act freely and
15 without any limitation. Under the doctrine of the duty of fair representation, the law requires that
16 when a union represents or negotiates on behalf of the employees in its bargaining unit, it must
17 conduct itself in a manner that is not "arbitrary, discriminatory, or in bad faith."³

18 A union breaches its duty of fair representation "when its conduct toward a member of
19 the bargaining unit is arbitrary, discriminatory, or in bad faith." *Marquez v. Screen Actors*
20 *Guild, Inc.*, 525 U.S. 33, 44 (1998). Plaintiffs bear the burden of proving that a union breached
21 such duty. *Beck v. United Food & Commercial Workers Union*, 506 F.3d 874, 879 (9th
22 Cir. 2007).

23 In *Air Line Pilots Association, International v. O'Neill*, the Supreme Court of the United

24 ¹ *Vaca v. Sipes*, 386 U.S. 171, 181-183 (1967).

25 ² *Cone v. Nevada Serv. Employees Union/SEIU Local 1107*, 116 Nev. 473, 479, 998 P.2d
26 1178, 1182 (2000).

27 ³ *Vaca v. Sipes*, 386 U.S. 171, 181-183 (1967).

1 States held that arbitrary actions are ones which “can be fairly characterized as so far outside a
2 ‘wide range of reasonableness,’ that it is wholly ‘irrational’ or ‘arbitrary.’” In that case, a union’s
3 decision to settle an ongoing strike with the employer was within “a wide range of
4 reasonableness” even though not all employees’ interests were maximized.⁴ Although the Court
5 recognized that the settlement was not the wisest choice, it held that the union did not breach its
6 duty of fair representation since it decided to settle with the employer after a reasonable
7 consideration of different factors, including costs associated with future litigation and job
8 security for some employees. **Therefore, a bad judgment made in good faith generally does**
9 **not constitute as arbitrary conduct performed by the union.**

10 When a union exercises its judgment, its action “can be classified as arbitrary ‘only
11 when it is irrational, when it is without a rational basis or explanation.’” *Beck*, 506 F.3d at
12 879 (quoting *Marquez*, 525 U.S. at 46). See also *Addington*, 791 F.3d at 983–84. Indeed, under
13 this “highly deferential” standard, union conduct will only be deemed arbitrary if it is
14 “so far outside [the] ‘wide range of reasonableness.’ *Ford Motor Co. v. Huffman*, 345 U.S.
15 [330.] 338 [(1953)], that it is wholly ‘irrational.’” *Air Line Pilots Ass’n, Int’l v. O’Neill*,
16 499 U.S. 65, 78 (1991) (partial citation omitted). Typically, if the challenged conduct involves
17 “the union’s judgment, then ‘the plaintiff[s] may prevail only if the union’s conduct
18 was discriminatory or in bad faith.” *Burkevich*, 894 F.2d at 349 (quoting *Moore v. Bechtel*
19 *Power Corp.*, 840 F.2d 634, 636 (9th Cir. 1988))

20 Unions have a duty not to discriminate impermissibly among their members, but there is
21 certainly “no requirement that unions treat their members identically as long as their
22 actions are related to legitimate union objectives.” *Vaughn v. Air Line Pilots Ass’n, Int’l*, 604
23 F.3d 703, 712 (2d Cir. 2010). A union’s decision to discriminate against its members on an
24 impermissible basis will violate the duty of fair representation **only where the aggrieved**
25 **members set forth “substantial evidence of discrimination that is intentional, severe, and**

26
27 ⁴ *Air Line Pilots Ass’n, Int’l v. O’Neill*, 499 U.S. 65, 78 (1991) (internal citation
28 omitted).

1 *unrelated to legitimate union objectives.” Amalgamated Ass’n of St., Elec. Ry. & Motor Coach*
2 *Emps. of Am. v. Lockridge*, 403 U.S. 274, 301 (1971).

3 We have previously held that unions cannot discriminate against their members based on
4 political animus or even political expediency. *Addington*, 791 F.3d at 984–85.

5 In *Peterson v. Kennedy*, the Ninth Circuit also supported the notion that union conduct
6 need not be perfect and mere negligent conduct does not constitute as a breach of the union’s
7 duty of fair representation.⁵ The court held that a good faith and non-discriminatory judgmental
8 error on the part of the union in handling a grievance was not an arbitrary conduct. In that case,
9 the union did not breach its duty of fair representation even though its representative gave
10 erroneous advice to an employee in filing the appropriate type of grievance.⁶

11 On the other hand, the court follows a general principle that a conduct is deemed arbitrary
12 if a union fails to perform a procedural or ministerial act without any rational basis, and the act
13 itself does not require the exercise of judgement. Also, the act must prejudice a strong interest of
14 the employee.⁷

15 In short, unions are generally expected to conduct at least a minimal investigation on the
16 merits of the grievance in order to satisfy its duty of fair representation. Arbitrary conduct, such
17 as a failure to perform ministerial or procedural act, absent any valid justification may
18 accordingly be determined to be a violation of the duty of fair representation.

19 Pursuant to NRS 288.270(2), an employee organization is prohibited to discriminate
20 willfully because of “race, color, religion, sex, age, physical or visual handicap, national origin or
21 because of political or personal reasons or affiliations.”

22 In general, a union is required by law to apply its policies and procedures in a fair and
23 consistent manner towards all members within the bargaining unit. In *Amalgamated Association*
24 *of Street, Electric Railway and Motor Coach Employees of America, etc. v. Lockridge*, the

25
26 ⁵ *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir. 1985).

27 ⁶ *Id*

28 ⁷ *Galindo v. Stooddy Co.*, 793 F.2d 1502, 1514 (9th Cir. 1986).

1 Supreme Court of the United States held that a complainant must show "substantial evidence of
2 discrimination that is intentional, severe, and unrelated to legitimate union objectives" in order to
3 prove a certain union conduct to be discriminatory.⁸

4 **III. REPLY**

5 **A. THE COMPLAINANT DID STATE FACTS, EVEN IN THE MOST**
6 **POSITIVE LIGHT AND ACCEPTED AS TRUE, WOULD NOT BE A**
7 **RECOGNIZABLE CLAIM AGAINST THE HPOA.**

8 Even giving credence to any of the Complainant's claims or looking at these in the most
9 favorable light, the Association is still permitted to process the grievance as long as its actions
10 (and judgment) is not arbitrary and capricious.

11 Officer Villa is aware of these facts and the standard, therefore in his complaint, he
12 fabricates facts (such as an alleged hostility towards him) and then shapes it to fit a statutory
13 narrative in an attempt to not only permit this Board from asserting jurisdiction over the alleged
14 claim but also to avoid dismissal under State and Federal precedent.

15 This Board only has to look at the Complainant's claims in regards to his quest for the
16 position of background investigator to see the lack of validity of his claims. Complainant was not
17 qualified for his position, did not score high enough of the exam to qualify for the promotion -
18 *even behind Officer Meyers - and then attempted to place fault with the Association when he was*
19 *not selected.* But instead of accepting that reality, which was based on independent facts, he
20 advanced that not on the Department, but also the Association, campaigned against him for
21 speaking out against another officer.

22 The simple facts are: (1) He has no RIGHT to arbitration, regardless of the type of
23 grievance that is filed; (2) There is a code of conduct that regulates the behavior of all the HPOA
24 members and the Complainant's actions - in undermining, defaming and hindering the operation
25 of the Association violates such a code; and (3) That the Association bylaws, which the

26
27 ⁸ *Amalgamated Ass'n of St., Elec. Ry. and Motor Coach Emp. of Am. v. Lockridge*, 403
28 U.S. 274, 301 (1971).

1 Complainant agreed to be bound by when he joined the voluntary association, clearly gives the
2 Executive Board and Membership the right to expel members who violate the Code of Conduct.

3 *The Association should still ne entitled to dismissal, as even if accepting all the claims as*
4 *true, the Association was limited in being able to process that grievance to arbitration under the*
5 *current Collective Bargaining Agreement (CBA) and under State and Federal law.*

7 1. THE DUTY OF FAIR REPRESENTATION

8 Under the doctrine of the duty of fair representation, the law requires that when a union
9 represents or negotiates on behalf of the employees in its bargaining unit, it must conduct itself in
10 a manner that is not “arbitrary, discriminatory, or in bad faith.” *However the Association is*
11 *granted wide leeway to handle the grievances in a manner that is in the best interests of its*
12 *members.*

13 Here, the Complaint was not selected for a position as a background investigator - a
14 voluntary assignment position that is determined by testing, established by the City and the
15 Police Command Staff. The position has testing standards, and selection is made by the Police
16 Command Staff itself, without input of the Association. Further, the determination of the
17 promotional position is one that is squarely within “management rights”. Finally, and most
18 telling, the selection of Officer Meyers did not have a direct impact on the Complainant for two
19 reasons: (1) even if Meyers were disqualified, there is no requirement to go directly down the
20 selection list and the City/Department has the ability to pick other viable candidates; and (2) even
21 if Meyers were disqualified, the Complainant was not the #2 candidate, and was farther down the
22 selection list, which does not make him the immediate “next selection” for the position, as he is
23 alleging.

24 Next, when the Complainant formally grieved the selection of the position and expressed
25 discontent over not being selected, the Association processed the grievance in accordance with
26 the Association bylaws and the Collective Bargaining Agreement (CBA). *The grievance followed*
27 *the process and was reviewed by the Chief and City Management, before the Association*
28 *received a formal denial.* At that stage, according to the Association bylaws and the CBA, the

1 Association and the Executive Board has the final determination if that matter would be appealed
2 to arbitration or any other litigation. In essence, the Association, and not the member, controls
3 the grievance and the manner in which its final outcome is reached. The simple fact that the
4 Complainant does not agree with the way it is processed, does not give him the right to claim that
5 the actions of the Association are discriminatory. The Association made a determination - based
6 on the facts and circumstances, the CBA, and prior decisions in arbitration - not to take the
7 matter to arbitration *and that is within their sole purview and not subject to second guessing by*
8 *an individual member.*

9 **Finally and MOST TELLING**, under the current Collective Bargaining Agreement, and
10 based on prior Nevada Supreme Court decisions, **EVEN IF THE ASSOCIATION REQUESTED**
11 **ARBITRATION**, they would not be entitled to it. The reason is simple: Complainant was
12 grieving a Departmental policy for the selection for a specialized unit position. When he was not
13 selected, he grieved the selection process and the policy itself. **POLICIES** of the Department
14 and/or the City cannot currently be grieved to arbitration, under the terms of the CBA.

15 The Association processed the grievance through the informal and formal process, up to
16 the level of arbitration. The Association could not advance the grievance any further and there
17 was no independent manner for that policy to be reviewed under the CBA or other means. In
18 short, the Association processed the grievance as far as the CBA would permit and when those
19 avenues failed, the Association expressed that to the Complainant, who then made the irrational
20 determination that it must have been for other reasons.

21 However, the Association processed the grievance as far as it could be prosecuted,
22 regardless of Officer Villa's personal beliefs. Therefore, the Association acted in accordance with
23 the requirements of Fair Representation, and there were no other avenues to exhaust. **In short, he**
24 **is making a claim of a breach that did not exist and for there is no remedy.**

25 For those reasons alone, the Complaint should be dismissed.
26
27
28

1 2. ASSOCIATION DISMISSAL OF COMPLAINANT

2 When officers join the Association, they are provided a Code of Conduct that requires
3 them to work with other members and the Association for the advancement of all members of the
4 Association. Specifically, within the Association bylaws, behavior which undermines or
5 advocates to undermine the Association is not tolerated nor supported by the remainder of the
6 members. If such a member is found in violation of these bylaws and Code of Conduct, he can be
7 expelled from the Association.

8 Complainant - after not being selected for the position and learning that the Association
9 would not take the matter to arbitration - engaged in a pattern of conduct to enrage other
10 members against Officer Meyers, another member of the Association. The Association attempted
11 to play mediator and calm the discord between the two members, but Officer Villa continued
12 with his behavior. **To be clear, this was not based on Officer Villa's personal or political**
13 **beliefs about Officer LaPeer, but solely due to the disharmony he was causing between**
14 **other members of the Association.**

15 When the Association could not mediate the differences, Officer Meyer filed a complaint
16 against Officer Villa with the HPOA and their Board of Directors. As required of them, they
17 processed the complaint and following an independent investigation and review - determined that
18 he was actively undermining the Association, and its members (effectively validating the
19 Complaint of Officer Meyers) and expelled him from the Association.

20 Therefore, it was not Villa's personal beliefs or political stances that resulted in his
21 expelling from the Association, it was his disruptive actions that was complained on by another
22 member that caused the Association to take action. For if the Association did not take action,
23 they would have breached their duty of representation to the other members of the Union.

24 While no member has a RIGHT to be a member of an Association, the Association has a
25 duty to represent all members within their collective bargaining fairly in collective bargaining
26 agreements, before administrative boards/IA hearings and in regards to grievances. The HPOA
27 has acted within those guidelines and being so, the Complainant can show no actions that
28 violated those duties.

1 IV. CONCLUSION

2 Based on the foregoing, the Association prays for the following relief:

3
4 (1) Dismissal of the Complaint

5 (2) Award of reasonable attorney fees and costs

6 (3) Any other relief that the Board would grant

7
8
9
10 DATED this 15th of August, 2025

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Hector Villa (Complainant)

Prehearing Statement

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STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

HECTOR VILLA,

Case No.: 2025-013

Complainant

HECTOR VILLA'S PREHEARING
STATEMENT

vs.

HENDERSON POLICE OFFICERS'
ASSOCIATION (HPOA)

Date of Hearing: n/a
Time of Hearing: n/a

Respondent

HECTOR VILLA, by and through the undersigned counsel, hereby submits the following Prehearing Statement pursuant to NAC 288.250 and the Board's September 26, 2025, Order Denying Respondent Henderson Police Officers' Association's ("HPOA") Motion to Dismiss.

MEMORANDUM OF POINTS AND AUTHORITIES

I. ISSUES OF FACT AND LAW TO BE DETERMINED BY THE BOARD.

Whether the HPOA breached the duties it owed to Officer Villa and/or violated the law by:

1. Refusing to assist Officer Villa with his grievance process and proceed to arbitration without legitimate reasons to do so.
2. Ejecting Officer Villa from the HPOA without legitimate reasons to do so.
3. Retaliating against Officer Villa for speaking out against racism and misconduct within HPOA and reporting Officer LaPeer's racist conduct.

///

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II. FACTUAL BACKGROUND

A. Officer Villa Complained About a Racist Fellow Officer.

Complaint Officer Hector Villa, a Mexican-American man, has been a dedicated police officer at the Henderson Police Department (“HPD”) since 2009. In the course of his duties as an HPD officer, Villa repeatedly observed his fellow HPD officer Kevin LaPeer use racist language on the job, break department policies, and engage in workplace misconduct. Villa was scared to raise concerns about LaPeer because he anticipated that fellow officers would label him a “snitch” and not have his back in dangerous situations. However, after taking “ABLE” training at HPD that emphasized the importance of taking personal responsibility, in or about October of 2021, Villa reported several instances of LaPeer’s misbehavior—including using racist language such as referring to black people as “savages,” Mexican-Americans as “dirty,” “garbage,” or “fucking Mexicans,” and using the slurs “faggots” and “trannies” to refer to members of the LGBTQ community.

Villa reported these issues to his then captain, who directed him to the City of Henderson Human Resources Department (“COH-HR”). After that, Villa was interviewed by COH-HR and Henderson Police Department Internal Affairs Bureau (“HPD IA”) (Complaint, ¶¶ 3-6.) HPD then had a thorough external investigation regarding Officer Villa’s allegations conducted by Robertt Freeman, Esq. of Lewis Brisbois Bisgaard & Smith LLP,¹ (the “Outside Investigation”). The Report on the Outside Investigation (the “Freeman Report”) reflects that, while LaPeer and his allies denied it, several other officers were brave enough to admit they had witnessed LaPeer using the same (or similar) hateful and inappropriate language that Villa reported. For example, Detective Nikolas Stier said LaPeer used the term “savages” to describe African Americans and the term “faggots” to describe homosexuals.

¹ Even though Mr. Freeman often defends police agencies and their officers and his approach to the allegations was conservative, Mr. Freeman still concluded that LaPeer engaged in misconduct.

Detective Michael Queen recalled the use of the term "savages" by LaPeer. Civilian Paula Moore recalled LaPeer saying "faggot." Former HPD Detective Bridget Ward told the investigator that not only did LaPeer often use offensive language but also that the HPOA was tied to the use of offensive language. Specifically, she stated:

... Kevin LaPeer is been one of the bigger offenders of using offensive speech in language, in tones and undertones, along with, say, also Detective Mike Dye, who was one of our union people. If you guys have access to the HPL e-mails, you can see his undertone of derogatory comments towards people - I'm sure you've seen - towards people of different political views. And a lot of language that's used in there is very charged.

Det. Ward also reported an example from November 17, 2020, of LaPeer's hateful language:

Kevin LaPeer started making a number of statements that were sexist, misogynist.... to be more specific; racial; transphobic or homophobic... Some of the specifics being he was venting about how he was very upset with BLM activists and the protests going on. And made the comment, which really concerned me that....what I recall him saying -- something to along the lines of, if I wasn't married and didn't have children, I would be dressed in all black, wearing a ski mask, and I would go out, and I would murder these protesters and activists.

Det. David Clarke said that he "did not believe he remembered" Det. LaPeer using the "N" word, but admitted was "possible" that LaPeer used the word "faggot." Det. Christopher Gutierrez admitted he heard admitted some derogatory or offensive words used to describe Hispanic people may have been used by LaPeer (and others), although he claimed it was in a "joking way."

The Outside Investigation specifically found that "Det. LaPeer most likely has used offensive and pejorative language to describe members of racial minorities and members of the LGBTQ community while on the job." It also found LaPeer broke multiple other department policies, including policies regarding truthfulness, aiding suspects, involving himself in neighborhood disputes while off duty, workplace professionalism, harassment, and manifestation of prejudice. In short, the Freeman Report reflects that LaPeer is not fit to serve as a police officer. The investigation was eventually reported on in the Las Vegas Review-Journal.

Chief Itzhak Henn found that LaPeer violated department policies a dozen times during 2020 and 2022 but then reversed course.

B. HPOA Has Been Out to Get Villa Since He Reported LaPeer.

Even though LaPeer's conduct disgraced the HPD, only Officer Villa was brave enough to come forward before the Outside Investigation. As noted in the Freeman Report, Officer Villa was afraid to come forward because of fear of retribution and ostracization. Officer Villa's fears were vindicated: HPOA has been out to get him since he did the right thing by reporting LaPeer. HPOA leadership and members supported LaPeer and expressed (and continued to express) hostility towards Villa for speaking out against LaPeer. (Complaint, ¶ 12.)

HPOA's position has been no secret. For example, despite the extensive evidence against LaPeer, the HPOA took his side over Villa's. Andrew Regenbaum, heavily involved in the HPOA's decision-making, publicly characterized the LaPeer investigation as a "sham"—despite providing no evidence to substantiate this claim—while noting that LaPeer "has a good reputation and that the claims against him were just hearsay."² Regenbaum served and serves as executive director and chief negotiator for both the HPOA and the Henderson Police Supervisors' Association. HPOA leadership and members advocated aggressively against discipline for LaPeer. Thus, HPOA's claim in its Motion to Dismiss that there was no proof for Officer Villa's allegations that the HPOA covered up for a racist officer is false.

Indeed, in March of 2023, LaPeer was reinstated to the HPD after pressure from members of the HPOA. (Complaint, ¶ 8.) Subsequently, HPD Lt. Jeb Bozarth sent an HPD-wide email praising LaPeer and complaining about the investigation against him as "unbelievably cruel and unusual punishment." The email was clearly directed at Villa and the officers who reported similar claims: referring to the officers who participated in the

² See <https://www.reviewjournal.com/investigations/fellow-detectives-accused-him-of-racism-hendersons-new-police-chief-cleared-him-of-discipline-2959041/> ; see also <https://www.reviewjournal.com/investigations/henderson-police-covered-up-colleagues-internal-probe-claims-3001428/>

1 investigation, it stated that “[t]heir selfish, unjust and moronic careers will fade into the
2 cesspool of failure.”

3 Officer Villa sent emails to HPD officers and Henderson City officials regarding
4 Officer LaPeer’s continued racist conduct and minority officers’ hesitance to speak out
5 against it, including a response to Bozarth’s email attacking him (*Id.*, ¶ 9.)

6 In April 2023, Officer Villa filed an Employee Complaint Form referencing *inter alia*
7 Officer LaPeer’s discriminatory and racist conduct at HPD; in response, Officer Villa was
8 then removed from his specialized assignment and demoted. (*Id.*, ¶ 10.) As a result, Officer
9 Villa has filed a complaint regarding related Title VII and other issues with the Nevada Equal
10 Rights Commission.

11 Notably, in 2023, before Michael Goodwin was President and Vice President of the
12 HPOA, he was in charge of the HPOA Grievance Committee. Officers had to meet with him
13 to bring forward the facts of a grievance they wanted to file, then Goodwin and his committee
14 would make the decision on whether to move forward with the grievance or deny it. In April
15 and again in September 2023, Officer Villa attempted to file grievances for related issues
16 regarding his removal from Internal Affairs Bureau (April) and his trespass from the East
17 Station (September), which HPD effectuated after LaPeer’s return and in retaliation against
18 Villa. These grievances alleged discrimination and unequal and unfair treatment. Goodwin
19 diminished the facts and subsequently denied both grievance requests. Andrew Regenbaum
20 also sat in at one of the committee meetings when Villa’s grievance was being discussed,
21 frequently interjecting and verbally directing Villa not to. Regenbaum told Villa that if he
22 tried to be placed back in Internal Affairs, he had heard it from the “highest authority” (Chief
23 Hollie Chadwick) that they would eliminate the position and send Villa back to a patrol
24 officer assignment.

25 **C. Officer Villa then Speaks Out and Tries to Address Issues Regarding HPD’s**
26 **Promotion of Officers Who Engaged in Corruption.**

27 In 2024, Officer Villa tried to get placed in the specialized position of Backgrounds
28 Investigator; HPD passed him over in favor of Officer Myers, who was unqualified to hold

1 that position by virtue of her being on probation and being sustained on multiple policy
2 violations. (*Id.*, ¶¶ 13-16.)

3 On April 18, 2021, HPD officer Katherine Cochran was involved in an automobile
4 accident where she was suspected of driving under the influence. A subsequent HPD
5 investigation revealed that, in responding to this accident, Cochran's good friend—HPD
6 officer Marissa Myers—conspired to cover up the accident on Cochran's behalf. This
7 became a matter of public record in February of 2024.³ As reported by the Review-Journal⁴:

8 Henderson police officers conspired to cover up a car wreck involving an off-
9 duty co-worker, but police Chief Hollie Chadwick ignored recommendations
10 to fire them and reinstated them after a long, expensive leave, findings in city
11 records claim.

12 The previous police administration, under Chief Thedrick Andres,
13 recommended that Sgt. John Bellow, officer Marissa Myers and officer
14 Katherine Cochran, who was suspected of driving intoxicated, be fired for
15 lying and falsifying a police report, records in the monthslong internal
16 investigation showed.

17 It appears Officer Myers (along with Sgt. John Bellow) conspired to cover up Cochran's DUI
18 and committed acts that not only posed serious ethical issues and policy violations, but
19 should have subjected them to criminal liability.

20 Yet—just as with LaPeer— after HPOA pressure, the then-Chief caved:

21 Instead [of firing the wrongdoers]. Chadwick, who previously served as
22 Cochran's captain in the problem-solving unit, reversed the termination
23 recommendations, internal affairs records obtained by the Las Vegas Review-
24 Journal show. She issued minor discipline in the case.

25 (Myers Article). Thus, after an extended leave, Officer Myers' discipline was reduced to
26 three sustained Class 2 violations, resulting in disciplinary probation.

27 Perhaps even worse than rehiring her, while she was still on disciplinary probation for
28 her egregious and unlawful conduct, HPD then promoted Officer Myers over Officer Villa

29 ³ See <https://www.reviewjournal.com/investigations/henderson-police-covered-up-colleagues-dui-internal-probe-claims-3001428/>; *see also*
30 <https://apnews.com/article/henderson-nevada-police-dui-coverup-investigation-5aeb08fb7386cf16bd66ab5e8dd9ed57>

31 ⁴ <https://www.reviewjournal.com/investigations/henderson-police-covered-up-colleagues-dui-internal-probe-claims-3001428/> ("Myers Article").

1 and other officers for the position in Backgrounds. While he would not have been the next
2 in line, Officer Villa pursued a grievance on this issue to address the obvious issues with
3 promoting a person on disciplinary probation.

4 In response, HPOA leadership lied about Officer Myers' probationary status⁵, denying
5 his grievance on the basis that Officer Villa could not provide evidence that Officer Myers
6 was on probation, even though such evidence was in readily available in public records.
7 (Complaint, ¶¶ 17-22.) While the HPOA approved Officer Villa's grievance after he
8 provided that evidence (which HPOA had all along), it refused to proceed on the grievance
9 because Officer Villa had exposed LaPeer's misconduct. (*Id.*, ¶¶ 23-26.)

10 Ultimately, Andrew Regenbaum—the very same person who publicly lambasted the
11 investigation of Officer Villa's allegations against LaPeer as a “sham” and pressured him not
12 to try to get reinstated to a position he lost for wrongful reasons relating to LaPeer's
13 reinstatement—told Villa that the union was refusing to proceed with his grievance *because*
14 *of what Officer Villa said about LaPeer.* (*Id.*, ¶¶ 27.)

15 These facts show that the HPOA agreed with and supported Villa superficially at the
16 initial stages, but refused to help Officer Villa further because he had spoken out against
17 officers, such as LaPeer and Myers, who had disgraced the badge.

18 In response to all this, as he was entitled to do, largely on the HPOA email list serve⁶,
19 Officer Villa (without naming Myers) spoke out on, *inter alia*, his concerns about the policy
20 violations inherent in promoting Officer Myers, as well as his concerns about the HPOA
21 withholding information relevant to the grievance and failing to help him hold HPD
22 accountable. For example, Officer Villa sent an email to the HPOA list serve stating in part:

23 In the spirit of transparency, I would like to provide an update for all those
24 who recently interviewed for the Backgrounds and Property positions from a

25 ⁵ As this reflects, it is not false that HPOA covers for corrupt officers. Deppite the fact that
26 HPD got a new Chief and reversed course on discipline—in no small part due to pressure
27 from the HPOA—there is ample evidence showing Myers is corrupt, *i.e.*, engaged in efforts
28 to cover up a fellow officer's crime, just as there is ample evidence showing LaPeer is,
among other things, racist and unfit to be an officer.

⁶ The list serve was used for a wide array of communications.

1 few months ago and questioned the process. I have provided our Union
2 leaders with the copies of the disposition notice which we all now agree show
that policies were violated in the awarding and testing of these positions.

3 I filed a grievance at the time the position was awarded, and I was fed
4 inaccurate facts like others who also questioned the process, and my
5 grievance was denied. I presented the new evidence recently and after heavily
insisting the wrong needed to be corrected, it was accepted, and a grievance
meeting was scheduled for me with the chief for 9/16/24.

6 If anyone on the list has questions or just would like info on the process going
7 forward, Like if they should have gotten the position, please contact our union
8 I am sure they can provide a copy of the notice or at least confirm the contents
of the notice and maybe provide clarifying information.

9 In addition to emails on the HPOA list serve, Officer Villa debated the issues
10 surrounding his grievance with HPOA leadership and tried to advocate for himself via emails
11 among smaller groups, including with Shawn Thibeault who sent aggressive and
12 unprofessional emails to Officer Villa stating things like "I have read your email and find it,
13 at best, to be disingenuous and at worst, it is an intentional attempt to cause discord." That
14 email was sent in response to an email from Officer Villa, in which Officer Villa requested
15 that Andrew Regenbaum recuse himself from the grievance hearing:

16 I would like to respectfully request that Andrew not be in this step-3 grievance
17 hearing. He has repeatedly slandered me in the media attempting to discredit
18 me making untruthful statements, as well as providing false facts in this case
19 as was reported at the time of the grievance. I question his integrity and ability
to be impartial and do not feel he has my best interest in mind, or the interest
of the officers affected by this wrongdoing.

20 Considering Andrew Regenbaum's publicly and privately expressed hostility regarding the
21 allegations made by Officer Villa, this request was very reasonable, and not at all an
22 "intentional attempt to cause discord." Understandably, Officer Villa shared the
23 communications with leadership and raised questions on the HPOA list serve "[f]or those of
24 you who are concerned or question if our union leadership backs [all of] us." As one officer
25 who responded explained, via an email response "You have me on the edge of my seat,
26 probably like many others that won't speak up."

27 In these emails, Officer Villa did nothing more than try to get help from the HPOA, try
28 to advocate for himself and against an HPD practice of promoting officers while on

1 disciplinary probation, and express his views of how HPOA leadership handled the issues he
2 presented to them. Yet, as discussed below, HPOA improperly weaponized Officer Villa's
3 advocacy and expressions of dissent from HPOA leadership's decisions.

4 **D. The HPOA Seeks Discipline Against Villa and Ejects Him.**

5 Contrary to HPOA's unsupported allegations, Officer Villa did not "make defamatory
6 statements against the Association, its members, and the Executive Director."⁷ Instead, as
7 discussed and shown above, Officer Villa expressed concerns about the HPOA's decision
8 not to pursue his grievance further on the HPOA list serve. Officer Villa also tried to bring
9 light to the process that HPD follows in promotions. These are all matters of public interest,
10 both within HPD and to the broader community.

11 Even worse than not supporting his grievance, the HPOA actively worked with Officer
12 Myers to subject Officer Villa to unwarranted discipline by the HPD, largely relying on
13 emails Officer Villa had posted. An unwarranted internal investigation against Officer Villa
14 to punish him for speaking out was launched. (Complaint, ¶ 27; Case No. IA2025-013.) The
15 HPOA actively participated.

16 Importantly, the conduct that the HPOA based the ejection of Villa was the same
17 conduct that underlies the investigation. The HPOA and Officer Myers sought discipline in
18 part because they did not like attention on the facts regarding Officer Myers's bad conduct
19 that led to her discipline. To support discipline, Myers pointed to Villa's prior statements
20 about LaPeer to support the claim he was unprofessional. In short, the HPOA and Officer
21 Myers sought discipline against Villa because he criticized them and LaPeer.

22 Ultimately, the HPD did not discipline Officer Villa. However, by then, the HPOA had
23 also taken steps to eject Officer Villa from the union, claiming that the very same speech that
24 HPD found did not warrant discipline as the basis. (Complaint, ¶¶ 27-32.)

25
26 ⁷ By making these arguments to justify its actions, the HPOA had admitted it made the
27 decisions it did regarding Officer Villa because of his speech. Moreover, HPOA's argument
28 that Villa expressed the concerns he did to advance his career is without merit—as the
HPOA has pointed out, Officer Villa was not even close to the next person on the list after
Myers.

1 As discussed below, what the HPOA claimed was defamation by Officer Villa was him
2 simply speaking out for what was right and sharing information about HPD policy and
3 HPOA's decision-making with other officers. Such speech is protected by the First
4 Amendment and punishing it is quintessential bad faith which violates the duty of fair
5 representation as a matter of law. Far from justifying dismissal, the arguments made by the
6 HPOA in its Motion to Dismiss evidence that the HPOA's actions were taken to punish
7 Officer Villa for criticizing it. The facts above show that Officer Villa's statements were well
8 supported. In short, a police union cannot punish a member who is brave enough to speak
9 out against officers who disgrace the badge, to raise policy concerns, and to shed light on the
10 union's conduct.

11 III. LEGAL ARGUMENT

12 The evidence reflects that HPOA violated its duties to Officer Villa in multiple regards.
13 Simply put, HPOA cannot demonstrate that its decision not to assist Officer Villa with his
14 grievance process, or its decision to eject Officer Villa, were supported by legitimate
15 reasons.⁸ Thus, the Board should grant Officer Villa his requested relief.

16 A. Legal Standard.

17 As the exclusive bargaining agent for officers working at the HPD, the HPOA has a
18 duty to fairly represent its members. *See Rosequist v. Int'l Ass'n of Firefighters Local 1908*,
19 118 Nev. 444, 449, 49 P.3d 651, 654 (2002), overruled on other grounds by *Allstate Ins. Co.*
20 *v. Thorpe*, 123 Nev. 565, 170 P.3d 989 (2007); *see also Weiner v. Beatty*, 121 Nev. 243, 249,
21 116 P.3d 829, 832 (2005); *Cone v. Nevada Serv. Employees Union/SEIU Local 1107*, 116
22 Nev. 473, 478-79, 998 P.2d 1178, 1182 (2000). While "a union's conduct generally is not
23 arbitrary when the union exercises its judgment," such conduct can "still violate the duty of
24 fair representation if we find it discriminatory or done in bad faith." *Demetris v. Transp.*

25
26 ⁸ As noted in Officer Villa's Opposition to HPOA's Motion to Dismiss, Officer Villa served
27 his Complaint on July 16, 2025. Thus, pursuant to NAC 288.220(1), HPOA had 21 days—
28 until August 6, 2025—to file its answer. However, both HPOA's Motion to Dismiss and its
answer were filed on August 8, 2025. Thus, the Board should preclude HPOA from
asserting any affirmative defenses in this proceeding. NAC 288.220(3).

1 *Workers Union of Am., AFL-CIO*, 862 F.3d 799, 805-806 (9th Cir. 2017); *see also Weiner*,
2 121 Nev. at 250. “The duty [of fair representation] is designed to ensure that unions represent
3 fairly the interests of all of their members without exercising hostility or bad faith toward
4 any.” *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir.1985).

5 “The standard for assessing a breach of the duty of fair representation is whether the
6 employee organization has acted in a manner that is arbitrary, discriminatory or in bad faith.”
7 *Desouza v. Clark County Education Association*, Case No. 2024-035, Item No. 906A 2024
8 WL 5379473, at *1 (EMRB, Jan. 28, 2024) (citing *Weiner*, 121 Nev. at 249). An “employee
9 organization’s conduct is arbitrary if it is without rational basis, is egregious, unfair or
10 unrelated to legitimate union interests.” *Desouza*, 2024 WL 5379473, at *1 (citing *Jason*
11 *Woodard v. Sparks Police Protective Association*, Case No. 2018-026, Item No. 853-A, 2020
12 WL 12674167, at *2 (EMRB, Dec. 17, 2020)).

13 “An employee organization’s actions are arbitrary only if the employee organization’s
14 conduct can be fairly characterized as so far outside a ‘wide range of reasonableness that it
15 is wholly ‘irrational’ or ‘arbitrary.’” *Desouza*, 2024 WL 5379473, at *1 (citing *Brian*
16 *Heitzinger v. Las Vegas-Clark County Library District*, Case No. A1-045977, Item No.
17 728C, 11 (EMRB, Jan. 30, 2012)).

18 “To prove discriminatory conduct relating to a breach of the duty of fair representation,
19 the Complainant must produce substantial evidence that the discrimination was intentional,
20 severe, and unrelated to legitimate employee organization objectives.” *Desouza*, 2024 WL
21 5379473, at *2 (citing *Bybee & Gingell v. White Pine County Sch. Dist.*, Case No. A1-
22 045972, Item No. 724B, 2011 WL 461643, at *5 (EMRB, Feb. 9, 2011)).

23 “In order to show ‘bad faith,’ a complainant must present substantial evidence of fraud,
24 deceitful action or dishonest conduct.” *Desouza*, 2024 WL 5379473, at *2 (citing *Bybee &*
25 *Gingell*, 2011 WL 461643, at *5).

26 **B. HPOA’s Actions Were Arbitrary, Discriminatory, and/or Bad Faith.**

27 Rather than related to legitimate HPOA objectives, both refusing to proceed with
28 Villa’s grievance and ejecting him from the union were punishment for Villa doing the

1 following: (1) speaking out against LaPeer; (2) speaking out about HPD promoting an officer
2 who was promoted when on disciplinary probation; and (3) expressing his concerns about
3 HPOA practices and urging transparency. As punishing a union member for taking these
4 laudable actions is not only unrelated to—but detrimental to—legitimate union objectives,
5 HPOA's arbitrary, discriminatory, and bad faith actions violated the duty of fair
6 representation and Officer Villa's rights.

7 **1. The HPOA's Failure to Pursue Officer Villa's Grievance.**

8 The Board has found other police unions violated their duty of fair representation via
9 discriminatory actions in similar circumstances. For instance, in *Woodard v. Sparks Police*
10 *Protective Association*, Case No. 2018-026, Item 853-A, 2020 WL 12674167 (EMRB, Dec.
11 17, 2020), the complainant was subject of a Sparks Police Department ("SPD") Internal
12 Affairs investigation resulting in a proposed demotion from sergeant to patrol officer. *Id.* at
13 *1. When the Sparks Police Protective Association ("SPPA") ceased providing Woodard
14 representation in his demotion grievance and denied him assistance with attorney's fees and
15 costs for arbitration, he obtained private representation and, at arbitration, his discipline was
16 lessened to a temporary, 120-day demotion. *Id.* When Woodard repeatedly asked for
17 financial support to defend his success at arbitration—particularly to defend against
18 Sparks' motion to vacate the arbitrator's award—SPPA officials denied him. *Id.*

19 Shortly thereafter, a different SPD officer, probationary Lieutenant Mike McCreary,
20 was subjected to an SPD Internal Affairs Investigation for conduct similar to that of
21 complainant Woodard. Unlike with Woodard, the SPPA held a general meeting wherein it
22 "allowed Lt. McCreary's personal attorney to address the membership" and the SPPA
23 membership subsequently "voted to pay Lt. McCreary's attorney's fees for arbitration." *Id.*
24 Shortly thereafter, Woodard met with SPPA President Brian Sullivan, conveying to Sullivan
25 that his case and Lt. McCreary's were very similar, and requesting that SPPA "consider
26 reimbursing him for the legal costs stemming from the arbitration, stating that 'he was asking
27 to be considered fairly as a paying member of the union like ... Lieutenant McCreary.'" *Id.*
28 at *7. In response, Sullivan refused, providing several pretextual excuses to Woodard. *Id.*

1 Although the Board found that the SPPA's cessation of representation during the
2 grievance process and denial of assistance with fees and costs during arbitration were at most
3 negligent and therefore did not violate the duty of fair representation, the Board held that
4 SPPA's refusal to consider Woodard's final request for reimbursement, in light of SPPA
5 paying for Lt. McCreary's defense against similar allegations, was "made arbitrarily, in bad
6 faith, and discriminatory." *Id.* The Board found that instead of "considering the merits of his
7 request in a manner that was not in bad faith, arbitrary or discriminatory, SPPA sought out a
8 reason to justify funding Lt. McCreary" which was based on "'non-merit-or-fitness facts',
9 ones that included *dislike of or bias against Complainant*, and instead favoritism of Lt.
10 McCreary." *Id.* at *8 (emphasis added). Indeed, the evidence in that matter reflected that "it
11 was known that Lt. McCreary was generally liked, and Complainant was not." *Id.* at *8, n.9.

12 In *Strahan v. Washoe County Sheriffs' Supervisory Deputies Association*, Case No. A1-
13 045767, Item No. 554D, 2006 WL 7137871 (EMRB Feb. 1, 2006), the complainant was
14 demoted and reassigned as a result of a Washoe County Sheriff's Office ("WCSO")
15 investigation. *Id.* at *7. When the WCSO refused to arbitrate Strahan's grievance, the
16 Washoe County Sheriffs' Supervisory Deputies Association ("WCSSDA") did not bring an
17 action in district court to compel the WCSO to arbitrate the grievance—not because the
18 grievance lacked merit, but because the Sheriff threatened the WCSSDA's "board members
19 that they would 'have to answer for it' were they to follow through on the grievance." *Id.*
20 The Board found that this failure to bring an action to compel arbitration was "arbitrary and
21 in bad faith, based on [WCSSDA's] fear of incurring the wrath of the Sheriff" and thus that
22 the WCSSDA breached its duty of fair representation. *Id.* at *9.

23 In *George v. Las Vegas Police Protective Association Metro, Inc.*, Case No. A1-
24 045693, Item No. 485A, 2001 WL 36525437 (EMRB Aug. 1, 2001), the union refused to
25 proceed on a grievance filed by one of its members, Ginger L. George, a Las Vegas City
26 Corrections Officer who was denied reasonable accommodations for her workplace injuries.
27 The EMRB concluded that the LVPPA violated its duty of fair representation and awarded
28 her back pay and attorney's fees and costs.

Here, the facts are even worse because they show that HPOA did not pursue Officer Villa's grievance because he spoke out against LaPeer. HPOA's actions of failing to further pursue Officer Villa's grievance and ejecting him from the union (and trying to get him disciplined by HPD) were discriminatory, *i.e.*, intentional, severe, and unrelated to legitimate employee organization objectives. Just as in *Woodard*, for example, HPOA ceased representation of Officer Villa not for legitimate reasons, but due to animus against him for revealing the embarrassing, racist conduct of the popular Officer LaPeer and the problematic promotion of persons on probation (and who had engaged in corrupt practices). Just as in *Strahan*, HPOA ceased representation of Officer Villa and ejected him from the union not for legitimate reasons, but due to fear of "ruffling feathers"—here the desire to placate and accommodate officers who are unfit to serve and whose misconduct Officer Villa fairly criticized.

2. The Wrongful Ejection.

NRS 288.270(2)(c) unambiguously prohibits HPOA from discriminating "because of race, color, religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin or because of *political or personal reasons or affiliations*." (emphasis added). Indeed, subject to very narrow exceptions, unions cannot interfere with union members' rights to engage in free debate—including by ejecting them from the union. *See Mitchell v. Internat. Assn. of Machinists*, 196 Cal. App. 2d 796, 807, 16 Cal. Rptr. 813, 819–20 (Ct. App. 1961) (it is "clear that, at least where the political activity of the member is not patently in conflict with the union's best interests, the union should not be permitted to use its power over the individual to curb the advocacy of his political views"); *cf. Price v. N.L.R.B.*, 373 F.2d 443, 447 (9th Cir. 1967) (upholding 5-year suspension of complainant where complainant "did not accuse the union of violating any provision of law" but rather "sought to attack the union's position as bargaining agent, which is ... in a very real sense an attack on the very existence of the union").

In *Mitchell*, the petitioner sought reinstatement after—much like HPOA did here—the union expelled him for "conduct unbecoming a member." 196 Cal. App. at 797. There, the

1 complainant had vigorously supported Proposition 18, the “right-to-work” law, in
2 contravention of the expressed official policy of the union. *Id.* That court rejected that his
3 disagreement with the union, even if vitriolic, could be punished with ejection. Rather, the
4 court emphasized that the individual right to dissent was paramount and explained that there
5 would be an excessive loss of freedom if unions were permitted to make political conformity
6 the price of membership—even if the decisions to enforce conformity are made by majority
7 rule. *Id.* at 806-07.

8 Moreover, the court rejected the contention that concerns about causing dissention
9 among the ranks, like those that HPOA makes about Officer Villa, warranted ejection:

10 As to the union’s interest in excluding obnoxious members, it would be
11 completely unrealistic to assume that unions are composed of like-thinking
12 individuals. It is only when dissident views are expressed in a forum where
13 they have a chance of acceptance that the member becomes “undesirable.”
But expulsion cannot serve to quiet the individual. It can only serve to
intimidate those who remain.

14 *Id.* at 804-05. Here, the evidence reflects that HPOA expelled Officer Villa for little more
15 than engaging in his First Amendment rights to speak on his unfair treatment and his fellow
16 officers’ misconduct. Far from being an “existential threat” to the HPOA (such as forming a
17 rival union or interfering with HPOA’s position as bargaining agent), Officer Villa’s speech
18 brought to light important issues within the HPD. That these issues caused personal animus
19 between Officer Villa and Officer LaPeer (and LaPeer’s supporters within the HPOA) is
20 practically the definition of “personal reasons” which are unlawful to discriminate based on.

21 **3. Both Wrongful Actions by the HPOA Violated Policy and Were**
22 **Pretextual Efforts to Punish Legally Protected Conduct.**

23 HPOA’s retaliation against Officer Villa for protected speech in the public interest is,
24 by definition, discriminatory, arbitrary, and bad faith, and thus violates the duty of fair
25 representation. Just as a police department may not punish any and all officer speech, a union
26 may not do so either. Indeed, the HPOA is also prohibited from punishing members from
27 speaking out on matters of public concern. As noted above, NRS 288.270(2)(c) includes in
28 the definition of prohibited labor practice to “[d]iscriminate because of race, color, religion,

1 sex, sexual orientation, gender identity or expression, age, physical or visual handicap,
2 national origin or because of political or personal reasons or affiliations.” Discriminating
3 against Officer Villa, a Mexican-American, for complaining about racist comments,
4 including against Mexicans is race discrimination. And punishing Officer Villa for speaking
5 out against racism and corruption is discrimination for “personal or political reasons.”

6 Federal statutory law—which the EMBR looks to—also forbids the free speech
7 retaliation the HPOA engaged in against Officer Villa. 29 U.S.C. § 411 provides in pertinent
8 part:

9 Every member of any labor organization shall have the right to meet and
10 assemble freely with other members; and to express any views, arguments, or
11 opinions; and to express at meetings of the labor organization his views, upon
12 candidates in an election of the labor organization or upon any business
properly before the meeting, subject to the organization’s established and
reasonable rules pertaining to the conduct of meeting.

13 Here, the HPOA list serve is a general forum for conversation among union members; Officer
14 Villa broke no rules by expressing his views on HPOA business—specifically, his grievance.
15 Courts have held that unions can be found to violate freedom of members (even if also union
16 officers, which Villa was not) to speak out where a purposeful and deliberate attempt is made
17 by union officials to suppress dissent within union. *See. e.g., Schermerhorn v. Local 100,*
18 *Transport Workers Union of America, AFL-CIO, C.A.2 (N.Y.) 1996, 91 F.3d 316.* Both
19 direct suppression of and chilling of free speech are impermissible. *See, e.g., Guzman v.*
20 *Bevona, C.A.2 (N.Y.) 1996, 90 F.3d 641* (union leaders’ authorization of surveillance on a
21 member after the member made comments critical of the union actionable where jury found
22 they had the effect of infringing member’s right to free speech).

23 Here, the actions against Officer Villa are an effort to punish dissent not only as to the
24 HPOA’s handling of Villa’s grievance but the actions of LaPeer and Myers. Not only did the
25 HPOA punish Villa, it sent a clear message that dissent and crossing the “thin blue line” will
26 be swiftly punished. This poses broad issues: like Nevada did in protecting against
27 discrimination, including political discrimination in enacting NRS 288.270(2)(c), 29 U.S.C.
28 § 411(a)(2) reflects Congress’s recognition “that democracy would be assured only if union

1 members are free to discuss union policies and criticize the leadership without fear of
2 reprisal.” *Sheet Metal Workers’ Int’l Ass’n v. Lynn*, 488 U.S. 347, 355 (1989).

3 While the HPOA has miscast Officer Villa’s speech as defamatory, not only was it not
4 defamatory, his speech constituted speech on (multiple) matters of public concern. In the
5 context of the test applicable to government employers, an officer’s “speech on matters of
6 public concern” may be restricted only if “the interest of the state, as an employer, in
7 promoting the efficiency of the public services it performs through its employees” outweighs
8 “the interests of the [employee], as a citizen, in commenting upon matters of public
9 concern.” *Harris v. Quinn*, 573 U.S. 616, 653, 134 S. Ct. 2618, 2642, 189 L. Ed. 2d 620
10 (2014) (citing and quoting from *Pickering v. Board of Ed. of Township High School Dist.*
11 *205, Will Cty.*, 391 U.S. 563, 88 S.Ct. 1731, 20 L.Ed.2d 811 (1968)) (additional citations
12 omitted).

13 The HPOA did not have a permissible basis to punish Officer Villa’s speech and its
14 claims that Officer Villa’s speech was disruptive or defamatory cannot justify its actions. In
15 the analogous government employer context, to determine whether a government employer
16 has engaged in impermissible First Amendment retaliation the key question is whether the
17 speech is on “a matter of public concern.” The speech at issue here pertained to critical issues
18 that both the public and other officers have an interest in: (1) whether officers who are on
19 disciplinary probation for conduct that disgraces the badge should be able to apply for
20 specialized positions; (2) whether Officer LaPeer’s racism and misconduct should be
21 tolerated—and protected by the HPOA; and (3) whether the HPOA was acting fairly. There
22 is no question that the this speech by officer Villa—which the HPOA punished him for (both
23 by failing to provide fair representation and by ejecting him— is a matter of public concern.

24 As the Ninth Circuit has explained:

25 At the apex of the First Amendment rests speech addressing problems at the
26 government agency where the employee works. *See, e.g., McKinley v. City of*
27 *Eloy*, 705 F.2d 1110, 1114 (9th Cir. 1983) (holding that speech criticizing
28 police officer pay “substantially involved matters of public concern and was
thus entitled to the highest level of protection”); *Robinson v. York*, 566 F.3d
817, 824 (9th Cir. 2009) (recognizing plaintiff’s strong First Amendment

1 interest in speaking out about illegal conduct by public officials); *Kinney v.*
2 *Weaver*, 367 F.3d 337, 361–62 (5th Cir. 2004) (holding that law enforcement
3 trainers had a “particularly weighty” and “extremely strong” First
Amendment interest in testifying about excessive force in a police shooting
case).

4 *Moser v. Las Vegas Metro. Police Dep’t*, 984 F.3d 900, 906 (9th Cir. 2021). Here, Officer
5 Villa spoke about LaPeer—and about HPOA’s failures to address the policy violation that
6 occurred when Officer Myers was promoted.

7 Stifling Officer Villa’s speech impermissibly encourages union and government
8 corruption. As the Ninth Circuit explained in another case:

9 “It is well settled that the state may not abuse its position as employer to stifle
10 ‘the First Amendment rights [its employees] would otherwise enjoy as
11 citizens to comment on matters of public interest.’” *Eng v. Cooley*, 552 F.3d
12 1062, 1070 (9th Cir.2009) (alteration in original) (quoting *Pickering v. Bd. of*
13 *Educ.*, 391 U.S. 563, 568, 88 S.Ct. 1731, 20 L.Ed.2d 811 (1968)). Moreover,
14 the public has a strong interest in hearing from public employees, especially
15 because “[g]overnment employees are often in the best position to know what
ails the agencies for which they work.” *Waters v. Churchill*, 511 U.S. 661,
674, 114 S.Ct. 1878, 128 L.Ed.2d 686 (1994). It may often be the case that,
unless public employees are willing to blow the whistle, government
corruption and abuse would persist undetected and undeterred.

16 *Dahlia v. Rodriguez*, 735 F.3d 1060, 1066–67 (9th Cir. 2013) (officer’s report to
17 his police union constituted protected speech).

18 It is clear—even from the HPOA’s own Motion to Dismiss—that Officer Villa’s
19 protected speech was the reason for the HPOA’s action. The HPOA would not have failed to
20 assist Officer Villa and then ejected him even absent the protected speech. Officer Villa is
21 also being treated differently from other members of the public, who generally do not face
22 any repercussions for speaking out.

23 Actions designed to punish speech that cannot be punished under the First Amendment
24 cannot possibly be good faith by the HPOA. In addition to free speech protections, there are
25 also public policy reasons that the HPOA cannot claim good faith here. If the HPOA could
26 refuse to provide representation and eject a member based on the speech by Officer Villa
27 made to bring light to officer misconduct and speech made in connection with a Title VII
28

1 complaint, that would not only undermine the First Amendment, it would undermine other
2 workplace protections.

3 It would also make it even harder than it already is for officers to speak out against
4 other officers who violate the law and are unfit to serve the public. The HPOA cannot be
5 permitted to refuse Officer Villa fair representation or to eject him because of his speech.
6 HPOA has admitted it took the actions it did because of Officer Villa's speech and tries to
7 justify its actions by casting Officer Villa's speech as defamatory. However, Officer Villa
8 was entitled to express his opinions and to state facts about the HPOA's practices and its
9 leadership and bad apple members—and the HPOA cannot punish him for it.

10 **IV. PENDING OR ANTICIPATED PROCEEDINGS RELATED TO MATTER.**

11 **A. LaPeer v. City of Henderson and Hector Villa, Case No. A-23-882960-C.⁹**

12 In December 2023, Officer Kevin LaPeer and his wife Lauren sued the City of
13 Henderson and Officer Villa in the Eighth Judicial District of Nevada, alleging claims of
14 defamation, intentional infliction of emotional distress (IIED), and Loss of Consortium
15 against Officer Villa. These claims arose from six statements Officer Villa made in reporting
16 Officer LaPeer's racism and workplace misconduct to other officers and their mutual
17 employer, the Henderson Police Department.

18 On March 18, 2025, the court granted Officer Villa's Special Motion to Dismiss
19 pursuant to Nevada's anti-SLAPP Statute, NRS 41.635 *et. seq.* The court held that Officer
20 Villa demonstrated by a preponderance of the evidence that his statements were good faith
21 communications in furtherance of the right to petition or the right to free speech in direct
22 connection with an issue of public concern, as defined in NRS 41.637. The court further held
23 that the LaPeers failed to demonstrate with *prima facie* evidence a probability of prevailing
24 on their claims. The court dismissed the LaPeers' claims in their entirety under NRS
25 41.660(3), which operates as an adjudication on the merits under NRS 41.660(5). The court
26

27 ⁹ This matter was filed in the Eighth Judicial District but briefly removed to federal court
28 (Case No. 2:24-cv-00332-GMN-EJY); thereafter, the parties stipulated to remand after the
LaPeers dropped the federal claim from their amended complaint.

1 also awarded fees, costs, and a statutory award to Officer Villa under NRS 41.670(1). The
2 LaPeers' appeals of these orders to the Nevada Supreme Court are pending.¹⁰

3 **B. EEOC / NERC Matter, EEOC No. 487-2023-01269.**

4 On October 2, 2023, Officer Villa submitted a charge of discrimination to the Nevada
5 Equal Rights Commission ("NERC") and federal Equal Opportunity Commission
6 ("EEOC"). This charge pertains to Officer Villa's January 2023, demotion and subsequent
7 subjection to unequal terms and conditions of employment (including, but not limited to, a
8 forced transfer from IAB to the Community Relations Bureau ("CRU")). The charge alleges
9 that these adverse employment actions were caused by Officer Villa's reporting Officer
10 LaPeer's workplace misconduct and/or by racial animus. This charge is currently under
11 investigation by the NERC. Villa intends to also seek relief against the HPOA.

12 **V. LIST OF WITNESSES**

- 13 1. Officer Hector Villa. Officer Villa is the Complainant in this matter.
- 14 2. Michael Goodwin. Michael Goodwin is the current President and former Vice
15 President of the HPOA, including at the time of the incidents underlying Officer
16 Villa's complaint.
- 17 3. Andrew Regenbaum. Andrew Regenbaum is the executive director of the HPOA
18 and was at the time of the incidents underlying Officer Villa's complaint; as
19 reflected above, *inter alia*, Mr. Regenbaum told Officer Villa that the union was
20 declining to proceed with his grievance because of Officer Villa's reports against
21 Officer LaPeer.
- 22 4. Sergeant Shawn Thibeault. Sergeant Thibeault was President of HPOA at the time
23 of the incidents underlying Officer Villa's complaint, specifically when Officer
24 Villa was removed from the HPOA.
- 25 5. Officer Marissa Myers. Officer Myers emailed Michael Openshaw and Andrew
26 Regenbaum on or about December 4, 2024, requesting Officer Villa's removal
27 from HPOA.

28 ¹⁰ See Nevada Supreme Court Case Nos. 90503 and 91451.

6. Officer Michael Openshaw. Michael Openshaw was the HPOA's Secretary at the time of the incidents underlying Officer Villa's complaint.
7. Officer Dennis Roos. Officer Roos received and responded to emails at issue that Officer Villa sent.
8. Lieutenant Jeb Bozarth. Lt. Bozarth sent an HPD-wide email praising LaPeer and criticizing Officer Villa for reporting on LaPeer.
9. Officer Kevin LaPeer. Officer LaPeer committed various forms of misconduct which Officer Villa spoke out about, ultimately resulting in HPOA's breaches of its duty of fair representation.
10. Sergeant Nathan Calvano. Sergeant Calvano witnessed Officer LaPeer's misconduct, as reflected in the Freeman Report. Sergeant Calvano was also in charge of the IA investigation of Officer Villa, Case No. IA2025-013.
11. Investigator Rudy Viscaino. Investigator Viscaino was present at a June 24, 2025, IAB interview in Case No. IA2025-013.
12. Detective Nikolas Stier. Detective Stier witnessed Officer LaPeer's misconduct, as reflected in the Freeman Report.
13. Detective Michael Queen. Detective Queen witnessed Officer LaPeer's misconduct, as reflected in the Freeman Report.
14. (Former) Detective Bridget Ward. Former Detective Ward witnessed Officer LaPeer's misconduct, as reflected in the Freeman Report.
15. Detective David Clarke. Detective Clarke witnessed Officer LaPeer's misconduct, as reflected in the Freeman Report.
16. Detective Christopher Gutierrez. Detective Gutierrez witnessed Officer LaPeer's misconduct, as reflected in the Freeman Report.
17. Paula Moore. Ms. Moore witnessed Officer LaPeer's misconduct, as reflected in the Freeman Report.

1 18. (Former) Chief Itzhak Henn. Former Chief Henn found that LaPeer violated
2 department policies a dozen times during 2020 and 2022 but reversed course on
3 disciplining LaPeer.

4 19. Chief Reggie Rader. Chief Rader is the current Chief of the HPD, and was Chief
5 during the 2025 IA investigation into Officer Villa.

6 20. Bret Hyde. Mr. Hyde was HPOA Grievance Committee Chairman at the time of
7 the incidents underlying Officer Villa's complaint

8 21. Officer Katherine Cochran. Officer Cochran was involved in the DUI covered up
9 by Officer Myers, which Officer Villa criticized.

10 22. Sgt. John Bellow. Sgt. Bellow was involved in covering up the Officer Cochran
11 DUI along with Officer Myers.

12 23. Lieutenant Kevin Perkins. Lieutenant Perkins was involved in the IA investigation
13 of Officer Villa, Case No. IA2025-013. He also received an email from Officer
14 Myers initiating the investigation into Officer Villa.

15 24. (Former) Chief Hollie Chadwick. Former Chief Chadwick allegedly told Andrew
16 Regenbaum that HPD would eliminate the IA position Officer Villa sought if he
17 tried to seek it. Former Chief Chadwick also reinstated the officers involved in the
18 Katherine Cochran DUI cover-up.

19 25. Robert Freeman. Mr. Freeman authored a report regarding LaPeer's policy
20 violations and Officer Villa's allegations thereof.

21 Officer Villa reserves the right to supplement his witness list and reserves the right to
22 cross-examine all witnesses called by Respondent.

23 Officer Villa reserves the right to call rebuttal witnesses as necessary.

24 ///

25 ///

26 ///

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1 **VI. ESTIMATE OF TIME NEEDED TO PRESENT POSITION.**

2 Officer Villa estimates it will require approximately twenty (20) hours to present
3 testimony supporting his position. This does not include cross-examination of Respondent's
4 witnesses or rebuttal witnesses, nor the amount of time required for Respondent to present
5 its case in chief.

6 DATED this the 24th day of October, 2025.

7
8 /s/ Margaret A. McLetchie

9 MARGARET A. MCLEATCHIE, Nevada Bar No. 10931

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15 *Counsel for Complainant Officer Hector Villa*

Henderson Police Officers Association (Respondent)

Prehearing Statement

FILED
October 24, 2025
State of Nevada
E.M.R.B.
10:06 a.m.

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GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD
STATE OF NEVADA

HECTOR VILLA

Complainants

vs

HENDERSON POLICE OFFICER'S
ASSOCIATION (HPOA)

Respondents

CASE NO: 2025-013

RESPONDENT'S PRE-HEARING
STATEMENT

DATE OF HEARING:
TIME OF HEARING:
ORAL ARGUMENT:

COMES NOW, Complainants, HENDERSON POLICE OFFICER'S ASSOCIATION (hereby "THE ASSOCIATION"), a local government employee organization, and the Associations' named and unnamed affected members, by and through their undersigned counsel, CHRISTOPHER CANNON, ESQ., of the NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS (hereby "NAPSO"), and hereby file this RESPONDENT'S PRE-HEARING STATEMENT, as requested by the Board. .

This Statement is brought in good faith, pursuant to NRCP, based on pleadings and papers on file herein, based upon the facts alleged therein, the following Points and Authorities, Declaration of Plaintiff attached hereto, and upon an oral argument the Court shall deem proper at the time of the hearing.

1 DATED this ____24th____ day of October, 2025

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3

LAW OFFICE OF CHRISTOPHER
CANNON, ESQ

4

5

/Christopher Cannon/____

6

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1 **I. ISSUES PRESENTED**

2 **(1)** Did the Henderson Police Officers Association violate 288.270(2), by processing
3 Hector's Villa's grievance in a manner prescribed by the HPOA's bylaws, and in doing so violate
4 their Duty of Fair Representation to Officer Villa as a member of the HPOA?

5 **(2)** Did the Henderson Police Officers Association violate 288.270(2) by expelling Hector
6 Villa from the HPOA for violating the bylaws of the Association, following the HPOA
7 processing complaints from other members about Hector Villa's disruptive and corrupt behavior
8 within the Association?
9

10 **II. STATEMENT OF FACTS**

11 The Complainant, HECTOR VILLA, is a police officer for the City of Henderson Police
12 Department and has served the Department and the City for approximately sixteen (16) years.
13 During that period of time, Villa, was a member of the Henderson Police Officers Association
14 (HPOA), and the HPOA was the exclusive bargaining unit for the pay and benefits for the non-
15 supervisory officers under the Collective Bargaining Agreement (CBA) with the City of
16 Henderson ("The City").

17 Additionally, under the CBA, the HPOA also is contractually able to receive and process
18 grievances for their members (non-supervisory officers) against the City. The HPOA processes
19 the grievances for their members, which can including informal meetings, formal meetings with
20 police administration and city leaders, mediation and arbitration (if necessary). However, the
21 actions of the HPOA is guided by their elected executive staff which reviews, processes and
22 makes decisions on how each grievance in handled, and to what extend the grievance will be
23 financed (as both mediation and arbitration will have a financial impact to the HPOA). All
24 members of the HPOA have the right to be elected to the executive staff, and all members have
25 the right to be heard at all meetings about the operation and leadership of the HPOA.

26 Complainant, during his tenure with the Henderson Police Department, in January 2024,
27 applied for the position of BACKGROUND INVESTIGATOR with the Police Department.
28 When he applied, by his own admission, he was competing against twenty (20) other officers

1 with differing backgrounds and experience with the police department.

2 Following Department interviews (conducted by police department personnel), and of
3 which no members of HPOA Staff participated, another officer was selected for the position.
4 This officer (Officer Meyers) was selected **solely** by police department officials (who are non
5 members of the HPOA) and the HPOA did not assist in the preparation, selection and/or
6 administration of the testing process.

7 After the selection of Officer Meyers, the Complainant complained to the HPOA that the
8 person selected was ineligible for selection due to a prior disciplinary action against her and that
9 the Department then placed her on a "probationary period" for review. *However, the HPOA did*
10 *not have knowledge of such disciplinary action, and further even if Officer Meyers was not*
11 *eligible for the selection for the position, the Complainant was not guaranteed the position.* The
12 Department has the ability to select any person of their choosing from an eligibility list (as it is a
13 granted management right). **Further, even if the Complainant was to successfully argue that**
14 **the list was to the rank ordered, the Complainant was not the next person on the list to be**
15 **selected, undermining his claims.** Finally, the Association did not have any part in the process
16 of the selection of the candidate that was to be placed in the position of Background Investigator,
17 and was solely made aware of the choice that was made by Police Command Staff.

18 The HPOA received the filed grievance by the Complainant, and began to process it, in
19 accordance with the HPOA bylaws. When the Complainant took issue with how the grievance
20 was being processed and handled with the Department, demanding that more be done, the HPOA
21 explained that per their bylaws, they are entitled to handle the grievance in a manner that was
22 for good of all the members and not solely the grieving member. Further, the Association
23 explained that any and all processing would be handled consistent with prior grievances, the
24 guidance of the Executive Staff and consistent with bylaws and Nevada law.

25 Unhappy with the outcome of the internal review and processing of the grievance, the
26 Complainant demanded that the matter be taken to arbitration for a full legal review. When the
27 Association explained the reasons that they did not desire to take that course of action,
28 Complainant began to use email listserves to create disharmony between members and

1 undermine the operation of the Association itself.

2 The Association requested that the Complainant understand that the handling of the
3 grievance was within the purview of the Association itself, and undermining and attacking the
4 operation of the Association was not assisting in achieving the outcome that he desired. The
5 Association and the Executive Director weighed the legal basis, the legal precedent and the cost
6 of arbitration when making the decision not to take the grievance to arbitration against The City.

7 The Complainant continued his erratic behavior and began to make defamatory
8 statements against the Association, its members and the Executive Director. This behavior
9 violated the HPOA member bylaws and continued to undermine the operation of the Association
10 on a day to day basis. The Association called on the Complainant to cease his behavior, not as a
11 halt on his free speech, but because it was hindering the fair and equal operation of the
12 Association. In short, the Complainant was requesting a resolution to his grievance that no other
13 member would receive (under similar facts and circumstances) and when he did not receive it, he
14 resorted to underlining the Association, defaming its staff and attempting to cause the
15 Association to be viewed as one that affords protection to racist officers, covers for corrupt
16 police administration, and fails to advance the rights of its members. *These allegations were all*
17 *advanced without proof to the Association membership and/or the Executive Director, and done*
18 *to advance the career of the Complainant solely.*

19 Based on his actions, the HPOA revoked Officer Villa's membership on January 11,
20 2025.

21 22 23 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

24 **A. DOCTRINE OF FAIR REPRESENTATION**

25 The doctrine of the duty of fair representation is judicially created law.¹ Even though
26 there is no language within the agency's enabling statute (NRS Chapter 288) that establishes the
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28 ¹ *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir. 1985).

1 duty of fair representation explicitly, this duty had been recognized by both the Supreme Court of
2 the United States and the Nevada Supreme Court.

3 In *Vaca v. Sipes*, the Supreme Court of the United States affirmed the doctrine of the duty
4 of fair representation by deriving such duty from the National Labor Relations Act (“NLRA”).²
5 The EMRB often looks to NLRB precedents. To this end, the Nevada Supreme Court has also
6 recognized the duty of fair representation owed by unions representing local government
7 employees from NRS 288.270(1), (2).³

8 A union is given broad discretion to make decisions and to act in what it perceives to be
9 the best interests of its members. However, it does not mean that a union can act freely and
10 without any limitation. Under the doctrine of the duty of fair representation, the law requires that
11 when a union represents or negotiates on behalf of the employees in its bargaining unit, it must
12 conduct itself in a manner that is not “arbitrary, discriminatory, or in bad faith.”⁴

13 In *Air Line Pilots Association, International v. O’Neill*, the Supreme Court of the United
14 States held that arbitrary actions are ones which “can be fairly characterized as so far outside a
15 ‘wide range of reasonableness,’ that it is wholly ‘irrational’ or ‘arbitrary’.” In that case, a union’s
16 decision to settle an ongoing strike with the employer was within “a wide range of
17 reasonableness” even though not all employees’ interests were maximized.⁵ Although the Court
18 recognized that the settlement was not the wisest choice, it held that the union did not breach its
19 duty of fair representation since it decided to settle with the employer after a reasonable
20 consideration of different factors, including costs associated with future litigation and job
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22 ² *Vaca v. Sipes*, 386 U.S. 171, 181-183 (1967).

23 ³ *Cone v. Nevada Serv. Employees Union/SEIU Local 1107*, 116 Nev. 473, 479, 998 P.2d
24 1178, 1182 (2000).

25 ⁴ *Vaca v. Sipes*, 386 U.S. 171, 181-183 (1967).

26 ⁵ *Air Line Pilots Ass’n, Int’l v. O’Neill*, 499 U.S. 65, 78 (1991) (internal citation
27 omitted).
28

1 security for some employees. Therefore, a bad judgment made in good faith generally does not
2 constitute as arbitrary conduct performed by the union.

3 In *Peterson v. Kennedy*, the Ninth Circuit also supported the notion that union conduct
4 need not be perfect and mere negligent conduct does not constitute as a breach of the union's
5 duty of fair representation.⁶ The court held that a good faith and non-discriminatory judgmental
6 error on the part of the union in handling a grievance was not an arbitrary conduct. In that case,
7 the union did not breach its duty of fair representation even though its representative gave
8 erroneous advice to an employee in filing the appropriate type of grievance.⁷

9 On the other hand, the court follows a general principle that a conduct is deemed arbitrary
10 if a union fails to perform a procedural or ministerial act without any rational basis, and the act
11 itself does not require the exercise of judgement. Also, the act must prejudice a strong interest of
12 the employee.⁸

13 In *Galindo v. Stooddy*, the employee was laid off by the employer because his union
14 failed to notify the employer about the employee's steward status. Since notifying an employer
15 of someone's steward status was a ministerial act that required no judgement on the part of the
16 union, the court held that the union breached its duty of fair representation.⁹

17 Throughout the years, the Local Government Employee-Management Relations Board
18 has decided numerous cases with issues revolving around the duty of fair representation. In
19 *George v. Las Vegas Police Protective Association Metro, Inc.*, the union refused to proceed on a
20 grievance filed by one of its members, Ginger L. George, who was a Las Vegas City Corrections
21 Officer.¹⁰ She suffered a work-related injury and she felt that she was not properly placed in a
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23 ⁶ *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir. 1985).

24 ⁷ *Id*

25 ⁸ *Galindo v. Stooddy Co.*, 793 F.2d 1502, 1514 (9th Cir. 1986).

26 ⁹ *Id.* at 1514-1515.

27 ¹⁰ *George v. Las Vegas Police Protective Ass'n Metro, Inc.*, Item No. 485A, EMRB Case
28

1 light-duty status position by the City of Las Vegas. Therefore, she contacted both the union
2 representative and the union attorney for assistance, but her request was disregarded.¹¹ The
3 Board held that LVPPA breached its duty of fair representation because it failed to inform
4 George of the reasons why it could not represent her, failed to inform her of her right to file a
5 formal grievance, and failed to provide any investigation into her complaint.

6 In a recent case, the Board held that a union breached its duty of fair representation when
7 it refused to pursue a meritorious grievance absent any valid or compelling reasons. The union in
8 that case had determined that the employer's false statements charge against the complainant was
9 baseless.¹²

10 In short, unions are generally expected to conduct at least a minimal investigation on the
11 merits of the grievance in order to satisfy its duty of fair representation. Arbitrary conduct, such
12 as a failure to perform ministerial or procedural act, absent any valid justification may
13 accordingly be determined to be a violation of the duty of fair representation.

14 15 **B. ASSOCIATION TREATMENT OF ITS MEMBERS**

16 Pursuant to NRS 288.270(2), an employee organization is prohibited to discriminate
17 willfully because of "race, color, religion, sex, age, physical or visual handicap, national origin or
18 because of political or personal reasons or affiliations."

19 In general, a union is required by law to apply its policies and procedures in a fair and
20 consistent manner towards all members within the bargaining unit. In *Amalgamated Association*
21 *of Street, Electric Railway and Motor Coach Employees of America, etc. v. Lockridge*, the
22 Supreme Court of the United States held that a complainant must show "substantial evidence of
23 discrimination that is intentional, severe, and unrelated to legitimate union objectives" in order to

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25
26 No. A1-045693 (2001).

27 ¹¹ *Id*

28 ¹² *Simo v. City of Henderson*, Item No. 801, EMRB Case No. A1-046111 (2015).

1 prove a certain union conduct to be discriminatory.¹³

2 In *Bisch v. Las Vegas Metropolitan Police Department*, the complainant, Laurie Bisch,
3 alleged that her union breached the duty of fair representation by refusing to provide
4 representation after she retained her own attorney. The Board held that the union did not
5 discriminate against Bisch by withdrawing representation since it was a “straightforward
6 application of its previously enacted bylaws” for the union to defer representation to a
7 complainant’s private counsel.¹⁴ The withdrawal was not directed towards Bisch personally, but
8 instead, it was merely a union policy to withdraw representation after its member retained private
9 counsel. Therefore, the union did not breach its duty of fair representation in this case.

10 However, in *Fraley v. City of Henderson*, the union engaged in discriminatory conduct by
11 refusing to proceed on Officer Fraley’s grievances solely based on political reasons and
12 affiliations. Therefore, the Board found that the union breached its duty of fair representation.¹⁵

13 In *Humphrey v. Moore*, the Supreme Court of the United States established that a union’s
14 actions are in bad faith if the complainant presents “substantial evidence of fraud, deceitful action
15 or dishonest conduct by the union”. In that case, the Supreme Court of the United States held that
16 the union was not acting in bad faith since its false assurances of job security to the employees
17 were due solely to lack of information. Since there was no evidence to show that the union was
18 engaging in a conspiracy with the opposing party, its conduct was not performed in bad faith and
19 no breach of the duty of fair representation was found.¹⁶

22 ¹³ *Amalgamated Ass’n of St., Elec. Ry. and Motor Coach Emp. of Am. v. Lockridge*, 403
23 U.S. 274, 301 (1971).

24 ¹⁴ *Bisch v. The Las Vegas Metro. Police Dept.*, Item No. 705B, EMRB Case No. 705B
25 (2010).

26 ¹⁵ *Fraley v. City of Henderson*, Item No. 547, EMRB Case No. A1-045756 (2004).

27 ¹⁶ *Humphrey v. Moore*, 375 U.S. 335, 347 (1964).

1 **III. APPLICATION OF THE LEGAL STANDARDS TO THE INSTANT CASE**

2 The Complainant asserts that he filed a grievance with the HPOA, and that he did not
3 receive the adequate processing of that grievance (arbitration) that he desired. Complainant then
4 stated that not only did not he receive the desired representation, but then the Association,
5 particularly the Executive Board, went on a "head hunt" for him to discredit and finally remove
6 him from the Association based on his political affiliation, the fact that he is a Hispanic officer,
7 and the fact that he was openly critical of both the Association staff and the Executive Director.

8 The simple facts are: (1) He has no RIGHT to arbitration, regardless of the type of
9 grievance that is filed; (2) There is a code of conduct that regulates the behavior of all the HPOA
10 members and the Complainant's actions - in undermining, defaming and hindering the operation
11 of the Association violates such a code; and (3) That the Association bylaws, which the
12 Complainant agreed to be bound by when he joined the voluntary association, clearly gives the
13 Executive Board and Membership the right to expel members who violate the Code of Conduct.
14 *Therefore, the Association did its due diligence in processing the grievance for the Complainant,*
15 *the Association behaved in accordance with the CBA and bylaws in its actions with the*
16 *grievance and did not act in a capricious, arbitrary, and/or discriminatory manner and was*
17 *justified in expelling any voluntary member that works against the operation of the association,*
18 *after that member not only is aware of the code of conduct but willing chooses to violate it to*
19 *advocate their position against that of the Association.*

20
21 **1. THE DUTY OF FAIR REPRESENTATION**

22 Under the doctrine of the duty of fair representation, the law requires that when a union
23 represents or negotiates on behalf of the employees in its bargaining unit, it must conduct itself in
24 a manner that is not "arbitrary, discriminatory, or in bad faith." *However the Association is*
25 *granted wide leeway to handle the grievances in a manner that is in the best interests of its*
26 *members.*

27 Here, the Complaint was not selected for a position as a background investigator - a
28 voluntary assignment position that is determined by testing, established by the City and the

1 Police Command Staff. The position has testing standards, and selection is made by the Police
2 Command Staff itself, without input of the Association. Further, the determination of the
3 promotional position is one that is squarely within "management rights". Finally, and most
4 telling, the selection of Officer Meyers did not have a direct impact on the Complainant for two
5 reasons: (1) even if Meyers were disqualified, there is no requirement to go directly down the
6 selection list and the City/Department has the ability to pick other viable candidates; and (2) even
7 if Meyers were disqualified, the Complainant was not the #2 candidate, and was farther down
8 the selection list, which does not make him the immediate "next selection" for the position, as he
9 is alleging.

10 Next, when the Complainant formally grieved the selection of the position and expressed
11 discontent over not being selected, the Association processed the grievance in accordance with
12 the Association bylaws and the Collective Bargaining Agreement (CBA). *The grievance followed*
13 *the process and was reviewed by the Chief and City Management, before the Association*
14 *received a formal denial.* At that stage, according to the Association bylaws and the CBA, the
15 Association and the Executive Board has the final determination if that matter would be appealed
16 to arbitration or any other litigation. In essence, the Association, and not the member, controls
17 the grievance and the manner in which its final outcome is reached. The simple fact that the
18 Complainant does not agree with the way it is processed, does not give him the right to claim that
19 the actions of the Association are discriminatory. The Association made a determination - based
20 on the facts and circumstances, the CBA, and prior decisions in arbitration - not to take the
21 matter to arbitration *and that is within their sole purview and not subject to second guessing by*
22 *an individual member.*

23 Further, the Associations decision on the processing of the grievance and not taking it to
24 the costly step of arbitration is "not so far outside of the range of reasonableness" since the
25 Association has a duty to fiduciary duty to its members and to avoid costly litigation that has a
26 minimal chance of success. And while not benefitting that individual member, it protected the
27 membership as a whole.

28 Additionally, the Association completed the minstrel act of processing the grievance in

1 accordance with the CBA and Association bylaws, made the Complainant aware of his rights and
2 advised him of the process as it proceeded. The Association was not deceitful and did not lie to
3 the Complainant when it explained that any grievance must be processed for the benefit of the
4 entire membership and the manner in which is handled is at the sole control of the Association.

6 **2. ASSOCIATION DISMISSAL OF COMPLAINANT**

7 When officers join the Association, they are provided a Code of Conduct that requires
8 them to work with other members and the Association for the advancement of all members of the
9 Association. Specifically, within the Association bylaws, behavior which undermines or
10 advocates to undermine the Association is not tolerated nor supported by the remainder of the
11 members. If such a member is found in violation of these bylaws and Code of Conduct, he can be
12 expelled from the Association.

13 Complainant - after not being selected for the position and learning that the Association
14 would not take the matter to arbitration - engaged in a pattern of conduct to enrage other
15 members against the Association and state defamatory comments about the Executive Board to
16 embarrass, harass and force their decision on the arbitration in this matter.

17 The Association advised and warned the Complainant that his behavior was in violation
18 of the Code of Conduct and would not be tolerated. The Complainant did not cease his pattern of
19 behavior and was expelled from the Association, consistent with the bylaws of the Association.

21 **IV. NRS 288.250(1)(c) STATEMENT**

22 The Association (Respondent) is not aware of any pending or anticipated administrative,
23 judicial or other proceedings related to the subject of the hearing in this matter.

1 **V. LIST OF WITNESSES**

2 1. Michael Goodwin - President of the HPOA

3 Officer Goodwin is the President of the HPOA, is knowledgeable about the day to day to
4 works and will testify about Hector Villa's grievance and the processing of the grievance -
5 consistent with the Association bylaws.

6 2. Shawn Thibeault - Former President of the HPOA

7 Officer Thibeault is a former officer with the HPOA (now retired), and served over the
8 HPOA prior to Officer Goodwin's tenure. He is aware of the grievance by Officer Villa and can
9 testify to the processing and arbitration request.

10 3. Michael Page

11 Officer Page is a board member for the HPOA, and head of the grievance committee. He
12 is aware of the processing requirements and what grievances can be processed to arbitration.

13 4. Marissa Meyers

14 Officer Meyers is a police officer with the Henderson Police Department and the person
15 selected (as outlined in Officer Villa's complaint) for the background position. She can testify to
16 the testing process and her selection of the position.

17 5. Katie Cochrane

18 Officer Cochrane is a police officers with the Henderson Police Department and was
19 present when Hector Villa confronted officers in the Association, in an attempt to cause
20 disruption with the HPOA. She will testify to the behavior of Officer Villa and his treatment by
21 the HPOA.

22 6. Respondent reserves right to call any Complainant's witnesses for cross and
23 rebuttal.

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1 **VI. TIME FRAME NEEDED**

2 Based on the evidence to be presented and witnesses which will be called, the
3 Association believes that it will need one (1) full day to present its case to the EMRB.

4
5 DATED this 24th of October, 2025

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