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5 SUPERIOR COURT OF CALIFORNIA, COUNTY OF TUOLUMNE

6
7 Sierra Park Services, Inc.,) No: SC19412
8 Plaintiff,)
9 vs.) DEFENDANTS' TRIAL BRIEF
10 Robbie and Denise Bettencourt,) DATE: December 27, 2016
11 Defendants.) TIME: 1:30 p.m.
) DEPT: 5
) COMMISSIONER: Philip A. Pimentel
)

12
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17 **I. INTRODUCTION.**

18 From 1950 to May 26, 2013, Odd Fellows Sierra Recreation Association, Inc. (OFSRA)

19 allowed all subdivision parcel owners and some nearby parcel owners to illegally participate in

20 OFSRA meetings and discuss and vote on all matters related to OFSRA construction,

21 maintenance and other things including but not limited to the roads but excluding the timber. On

22 May 26, 2013, the Plaintiff proclaimed it was the service company and discussion and voting

23 was now limited to only its shareholders.

24 The Plaintiff claims it has performed services, of its choice, on items it does not own,

25 have title, easement or contract to, including but not limited to road maintenance.

1 A portion of the Plaintiff's expenses are incurred from maintaining and operating
2 portions of Odd Fellow Sierra Recreation Association, Inc.'s properties, improvements and
3 facilities. The Plaintiff incorporates those expense in the payments demanded from the
4 Defendants.

5 The Plaintiff fraudulently and/or mistakenly claims it is the sole provider of services to
6 the Subdivision.

7 The Defendants have no say in the activities or decisions of the Plaintiff. The Plaintiff
8 did not inquire if the Defendants desired services or if the Defendants would authorize services.
9 The Defendants did not request or authorize services from the Plaintiff. The Defendants have no
10 contract or affiliation with the Plaintiff.

11 The Plaintiff realizes profits from receiving payments.

12 The Plaintiff fraudulently and/or mistakenly claims the Defendants owe payments to the
13 Plaintiff.

14 15 **II. STATEMENT OF THE FACTS.**

16 **History**

17 1948 – Alvin Fay of Sonora, CA, was a service station owner on Sonora-Mono State
18 Highway (Highway 108) in Tuolumne County and member of the International Order of Odd
19 Fellows (I.O.O.F.) Lodge 10 in Sonora, CA. Alvin became aware of a certain tract of land,
20 containing 740 acres, embracing what at one time was a portion of the old Wheeler Ranch,
21 together with adjoining parcel, on Sonora-Mono State Highway in Tuolumne County. Alvin
22 contacted I.O.O.F. lodges in Calaveras, Stanislaus, San Joaquin and Tuolumne Counties and
23 proposed the possibility of forming a committee to inaugurate an Odd Fellows Recreation area in
24 the Sierra.

1 November 28, 1948 – Delegates from the aforementioned lodges met at Sylvan Lodge on
2 Sonora-Mono State Highway in Tuolumne County to inspect the tract of land and discuss the
3 possibility of forming a committee to inaugurate an Odd Fellows Recreation area in the Sierra.
4 Election of officers of such an organization was completed and the committee was formed
5 (Exhibit A – Committee Minutes).

6 **OFSRA – Articles of Incorporation – January 19, 1949**

7 January 19, 1949 – OFSRA came into existence as a Section 501(c)(12) non-profit
8 California Corporation, Entity Number: C0233544, operating as a Home Owners’ Association
9 (Exhibit B – Articles of Incorporation Endorsed and Filed at the Office of the Secretary of State
10 of the State of California).

11 **Purchase**

12 February 11, 1949 – OFSRA purchased the said tract of land from Evelyn M. Hawley, a
13 single woman and recorded the transaction in Volume 37 at Page 420, Official Records of
14 Tuolumne County (Exhibit C).

15 **Subdivision Development**

16 June 15, 1949 – The I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 Subdivision
17 Map was approved by the Board of Supervisors of Tuolumne County, State of California
18 (Exhibit D – Subdivision Map).

19 June 26, 1949 – OFSRA began selling lots (parcels), illegally (Exhibit E – June 22, 1949
20 OFSRA Minutes, Item 6) in anticipation of the State of California, Division of Real Estate
21 issuing the Subdivision Public Report (Exhibit F – Letter from Attorney, July 13, 1949, Page 2).

22 March 3, 1950 – I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 Subdivision Map
23 was certified by OFSRA and the map was recorded in Volume 10 of Maps, at Page 44, Official
24 Records of Tuolumne County (Exhibit D).

25 **OFSRA CC&Rs – March 3, 1950**

1 March 3, 1950 – OFSRA drafted CC&Rs (Exhibit G) and with the cooperation of its
2 membership, recorded the CC&Rs in the chain of title for all of the properties in the proposed
3 subdivision in Volume 45 at Page 197, Official Records of Tuolumne County. The CC&Rs
4 incorporated a 25-year sunset clause, automatically terminating the CC&Rs in 1975 (Exhibit G,
5 Item 13).

6 **Subdivision Large Parcel Re-Subdivided to Create More Sellable Parcels**

7 March 31, 1950 – The State of California, Division of Real Estate issues the Subdivision
8 Public Report on I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 (Exhibit H)

9 April 15, 1950 – OFSRA certifies the State of California, Division of Real Estate
10 Subdivision Public Report on I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 (Exhibit H).
11 The Subdivision Report, Paragraph 6 (ROADS), clearly states “Roads in this subdivision are
12 private roads and are to be maintained by the lot purchasers. Present improvements are included
13 in the purchase price of the lots.” No easements, recorded or otherwise, are associated with the
14 roads within the subdivision. OFSRA did not to retain title to the land the roads are built on, as
15 evidenced by the Subdivision Map (Exhibit D) and the lack of their existence in the tax records
16 of Tuolumne County both past and present. There is no title to the roads, there is no APN
17 associated with the roads and the Tuolumne County GIS system lists the roads with an identifier
18 number only as a place holder (Exhibit I – I.O.O.F. Odd Fellows Sierra Camp Subdivision,
19 Tuolumne County GIS Database, October 16, 2012) and (Exhibit J – I.O.O.F. Odd Fellows
20 Sierra Camp Subdivision, Tuolumne County GIS Database – 20131002 – October 2, 2013). As a
21 result, Civil Code 831 (Exhibit K) prevails. The contrary is not shown in any valid document.
22 The roads are collectively owned by the subdivision lot owners.

23 April 1, 1959 – The I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 2 Subdivision
24 Map (Exhibit L) was approved by the Board of Supervisors of Tuolumne County, State of
25 California.

1 April 27, 1959 – The I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 2 Subdivision
2 Map was recorded in Volume 14 of Maps, at Page 99, Official Records of Tuolumne County
3 (Exhibit L).

4 May 21, 1959 – OFSRA added 8 additional lots to the subdivision (Exhibit M –
5 Amended Final Subdivision Report). The Amended Final Subdivision Report, Paragraph 8
6 (ROADS), clearly states “Roads in this subdivision are private roads and are to be maintained by
7 the lot purchasers. Present improvements are included in the purchase price of the lots.” The
8 subdivision was comprised of 365 parcels (lots) (Exhibit M, Amended Final Subdivision Report,
9 Paragraph 4 (LOCATION)), I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 Subdivision
10 Map (Exhibit D) and I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 2 Subdivision Map
11 (Exhibit L), the roads and one common property known as APN: 031-052-16, located South of
12 and adjacent to parcels Lot 001 in Block 3 and Lot 032 in Block 3 of I.O.O.F. Odd Fellows Sierra
13 Camp Subdivision No, 1, according to the Official Map thereof, filed in the Office of the County
14 Recorder, Tuolumne County, California on March 8, 1950 in Volume 10 of Maps, at Page 44
15 (Exhibit D). The existence and significance of the aforementioned common property is largely
16 misunderstood or unknown by the current Board of Directors (BOD) of the Plaintiff, OFSRA
17 Sierra Park Water Company, Inc. OFSRA failed to transfer the common property to Odd
18 Fellows Sierra Homeowners’ Association, Inc. (OFSHA) when it relinquished its homeowners’
19 association status and created OFSHA.

20 NOTE TO THE READER: Use care not to confuse OFSHA with OFSRA.

21 **The Defendants**

22 The Defendants’ parcel is APN: 031-081-04, 25298 Deborah Drive, Long Barn, CA
23 95335, Lot 093 in Block 13 of I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1, according to
24 the Official Map thereof, filed in the Office of the County Recorder, Tuolumne County,
25 California on March 8, 1950 in Volume 10 of Maps, at Page 44 (Exhibit D).

1 The Defendants are the un-disputed owners of the Defendants' parcel.

2 **OFSRA CC&Rs – 1975**

3 1975 – OFSRA drafted new CC&Rs (Exhibit N), however the CC&Rs were recorded to
4 none (zero) of the lots in the subdivision.

5 **OFSHA CC&Rs – December 31, 1984**

6 December 31, 1984 – OFSHA, at the time an un-incorporated organization, drafted
7 CC&Rs (Exhibit O).

8 CC&Rs can only be recorded against a parcel with the authorization of the current owner
9 of the parcel.

10 January 3, 1985 – OFSRA recorded the OFSHA CC&Rs in the chain of title of a non-
11 existent lot in Volume 771 at Page 659, Official Records of Tuolumne County (Exhibit O).

12 None of the 365 subdivision lots, including the Defendants' parcel, recorded the CC&Rs in their
13 chains of title at that time. The said CC&Rs were wrongfully recorded in the Defendants' parcel
14 chain of title having been recorded by OFSRA to the benefit of OFSHA while neither OFSRA
15 nor OFSHA held title to or possessed any power whatsoever over the Defendants' parcel and
16 authorization was not provided by the parcel owner. Had authorization been provided by the
17 parcel owner, it would have been in writing and attached to CC&Rs as one of the recorded
18 pages, which it was not.

19 February 12, 1985 – OFSRA re-recorded the OFSHA CC&Rs in the chain of title of one
20 of the lots it owned in the subdivision, recorded in Volume 775 at Page 79, Official Records of
21 Tuolumne County (Exhibit P). None of the other 364 subdivision lots, including the Defendants'
22 parcel, recorded the CC&Rs in their chains of title at that time. The said CC&Rs was wrongfully
23 recorded in Defendants' parcel chain of title having been recorded by OFSRA to the benefit of
24 OFSHA while neither OFSRA nor OFSHA held title to or possessed any power whatsoever over
25 the Defendants' parcel and authorization was not provided by the parcel owner. Had

1 authorization been provided by the parcel owner, it would have been in writing and attached to
2 CC&Rs as one of the recorded pages, which it was not.

3 **OFSRA re-stated Articles of Incorporation – October 10, 1986**

4 October 10, 1986 – OFSRA re-stated its Articles of Incorporation and converted from a
5 non-profit California Corporation to a for-profit California Corporation, relinquishing its Home
6 Owners’ Association status (Exhibit Q – Articles of Incorporation Endorsed and Filed at the
7 Office of the Secretary of State of the State of California).

8 **OFSHA Articles of Incorporation – October 10, 1986**

9 October 10, 1986 – Odd Fellow Sierra Homeowners’ Association, Inc. (OFSHA) came
10 into existence as a Section 501(c)(12) Non-profit Mutual Benefit California Corporation, Entity
11 Number: C1544100, operating as a Home Owners’ Association (Exhibit R – Articles of
12 Incorporation Endorsed and Filed at the Office of the Secretary of State of the State of
13 California).

14 OFSHA was a sham, holding only a dozen or so BOD meetings between 1986 and 2007
15 (see www.varvayanis.com/sp/newsletters) with OFSRA appointing the OFSRA BOD as the
16 OFSHA BOD members and having filed no tax returns since 1992 (see
17 www.varvayanis.com/sp/finance scroll to Taxes).

18 **OFSRA Declaration Relating to the Roads and Streets - May 5, 1996**

19 May 5, 1996 – In an effort to resolve a perceived access problem identified during a
20 failed attempt to add seven lots to the subdivision, OFRSA drafted the “Declaration Relating to
21 the Roads and Streets” (the Declaration), recorded in Book 1391 at Page 0719, Official Records
22 of Tuolumne County (Exhibit S). The Declaration is defective where OFSRA was not a “non-
23 profit Mutual benefit corporation” as it claimed and OFSRA was not “the owner of the streets
24 and roadways...” as it claimed. The Declaration was wrongfully recorded in the Defendants’
25 parcel chain of title having been recorded by OFSRA to the benefit of OFSRA while OFSRA did

1 not hold title to or possess any power whatsoever over the Defendants' parcel and authorization
2 was not provided by the parcel owner. Had authorization been provided by the parcel owner, it
3 would have been in writing and attached to CC&Rs as one of the recorded pages, which it was
4 not. The Declaration is not a CC&R even though it may be categorized as one in the Tuolumne
5 County Recorder Electronic Information Systems due to the lack of a more appropriate category
6 only.

7 **OFSHA CC&Rs Recorded on Additional Properties**

8 2011 – Five additional properties recorded the OFSHA December 31, 1984 version of the
9 CC&Rs against their parcels. The Defendants' parcel was not one of them.

10 **OFSHA Attempts to Become Active – May 29, 2011**

11 May 29, 2011 – For the first time, OFSRA allowed an election for OFSHA BOD
12 members. Previously, OFSRA ran the OFSHA annual meetings and disallowed all attempts to
13 hold the election for OFSHA BOD stating the OFSRA BOD is the OFSHA BOD. The newly
14 formed OFSHA Board of Directors included Bill Ordwein. Bill Ordwein was an existing
15 member of the OFSRA Board of Directors at that time. Bill Ordwein made attempts to
16 sabotaging OFSHA business and disclosed confidential OFSHA information to OFSRA
17 including the details of confidential meetings with OFSHA's attorney regarding OFSRA. Note:
18 Bill Ordwein is currently a member of the Plaintiff's BOD. OFSHA faced fierce opposition to
19 operating as a stand-alone entity from OFSRA with OFSRA constantly interfering with OFSHA
20 business and filing a lawsuit against OFSHA and 500 Does in Superior Court of California,
21 Tuolumne County, CV57297 on February 23, 2012.

22 May 27, 2012 – OFSHA became defunct (Exhibit T – Secretary of State of the State of
23 California Business Entity Detail) due to the inability of OFSHA to conduct its business as result
24 of OFSRA tampering. OFSHA became defunct without a named successor when the last of its
25 active BOD member's resigned (Exhibit U - Resignation letters). No subsequent meetings

1 occurred. The one inactive BOD member resigned on September 11, 2012 (Exhibit V –
2 Resignation letter) with no OFSHA initiated activity occurring thereafter.

3 Since OFSHA was defunct, OFSHA did not appear to defend itself in CV57297. One of
4 the Doe’s attempted to defend himself and OFSHA, however OFSRA subsequently dismissed
5 the Doe and the Doe could not testify. As a result of no defense, OFSHA lost by default.

6 In an effort to discourage OFSHA from reforming at the upcoming annual meetings,
7 Yvonne Peter, then a member of the Plaintiff’s BOD, and Gloria Harvey, then the president of
8 the OFSRA BOD that initiated the OFSHA BOD election, filed a class action lawsuit against
9 OFSHA and its Board Members except Bill Ordwein. 75% of the Boards of Directors members
10 of OFSRA, the Plaintiff and Sierra Park Water company plus some regular members of OFSRA,
11 the Plaintiff. and Sierra Park Water, Inc. joined the suit, totaling 54 participants out of about 300
12 eligible to participate (Exhibit W– Preliminary Statement of Interest in Class Certification –
13 Note: Two parties are counted twice each). The lawsuit was filed against OFSHA and its prior
14 BOD except Bill Ordwein in Superior Court of California, Tuolumne County, CV58108 on
15 March 27, 2013.

16 CV58108 ended with a Judgement and order on motions to strike and demurrers to
17 second amended complaint in favor of the Defendant (Exhibit X) on July 31, 2014. **Please**
18 **review Exhibit X.**

19 **Previous Assessments Were Voluntary**

20 Assessments were voluntary according to the CV58108 order on motions to strike and
21 demurrers to second amended complaint issued by Honorable Donald Segerstrom on August 14,
22 2014. (Exhibit X, Pages 7, 15, 16, 18 & 19). **Please review Exhibit X.**

23 **Plaintiff Incorporates – March 25, 2013**

24 March 25, 2013 – The Plaintiff came into existence (Exhibit Y – Secretary of State of the
25 State of California Business Entity Detail) as an investor owned, for-profit California

1 Corporation, Entity Number: C3556146, operating as a self-proclaimed service company. The
2 Plaintiff is NOT a non-profit California Corporation. The Plaintiff's Rules and Regulation apply
3 only to its Shareholders and those it holds contracts with. The Plaintiff claims there are currently
4 about 180 Shareholders and zero contract holders.

5 The Defendants are not shareholders or members of the Plaintiff.

6 The Defendants do not have any contract with the Plaintiff.

7 The Defendants have not requested any services from the Plaintiff.

8 The Defendants have no say in the activities or decisions of the Plaintiff.

9 The Plaintiff has no affiliation with the subdivision.

10 The Plaintiff is a 501(c) for-profit corporation.

11 The Plaintiff is not a Home Owners' Association. (Exhibit Z – e-mail from the Plaintiff's
12 Secretary, Wanda Lenhardt (1212panhead@prodigy.net) sent to Realtor Suzanne Simpson,
13 license # 01012112 at Coldwell Banker Twain Harte Realty (209) 586-5200 ext. 888 (Phone)
14 (209) 606-4729 (Cell), Suzanne@SuzanneSimpson.com – June 10, 2015).

15 The Plaintiff can levy assessments or dues only against its members and shareholders.

16 The Plaintiff owns no real property.

17 The Plaintiff owns no easements to real property.

18 The Plaintiff owns no facilities.

19 At its October 8, 2016 OFSRA Shareholders' meeting, OFSRA claimed it has no
20 Contracts with the Plaintiff (available in the form of an audio recording upon request).

21 **The Subdivision Does Not Include the Meadows**

22 The subdivision is approximately 102 acres (Exhibit M, Amended Final Subdivision
23 Report, Paragraph 4 (LOCATION)) and clarified in (Exhibit F – Letter from Attorney, July 13,
24 1949, Page 1, Paragraph 3 & Page 4, Paragraph 1). The subdivision does not include the
25 meadows.

1 **Plaintiff's Expenses from Maintaining and Operating OFSRA's Properties**

2 A large portion of the Plaintiff's expenses are incurred maintaining and operating
3 OFSRA's properties, improvements, facilities and equipment that are not a portion of the
4 subdivision, including but not limited to:

- 5 • APN 031-010-02 (51.02 Acre Lower Meadow)
 - 6 ○ Shop (Converted Fire House)
 - 7 ■ Propane heater
 - 8 ○ Shop Concrete Parking Lot
 - 9 ■ 24" x 80' Culvert Pipe
 - 10 ○ Fuel Tanks
 - 11 ○ Fuel Pumps
 - 12 ○ Apple Orchard
 - 13 ■ Apple trees
 - 14 ■ Irrigation system
 - 15 ■ Etc.
 - 16 ○ Pond
 - 17 ■ Levees
 - 18 ■ Dam
 - 19 ■ Valves
 - 20 ■ Piping
 - 21 ■ Valve house
 - 22 ■ Beach and sand
 - 23 ■ Docks
 - 24 ■ Pond side Bridge
 - 25 ■ Sunshade
 - Picnic Tables
 - Benches
 - Trash Bins
 - Signage
 - Bar-b-que
 - Etc.
 - 2 Manually operated gates
 - 3 Chain gates
 - Pond Parking Lot
 - Lighting - Pond Parking Lot
 - Fence
 - East Pedestrian Bridge
 - West Pedestrian Bridge
 - Pine Needle Dump
 - Pine Needle storage area
 - Signage
 - Chain gate
 - Truck loading ramp
 - Etc.
 - Signage
 - Etc.
- APN 031-010-11 (20.00 Acer Upper Meadow)

- Playground
 - Benches
 - Swing set
 - Slides
 - Basketball court and equipment
 - Baseball field and Backstop
 - Horse shoe pit
 - Bar-b-que
 - Sink
 - Serving table
 - Picnic tables
 - Water fountain
 - Flag pole
 - Lighting
 - Storage building
 - Irrigation system
 - Etc.
- Playground Parking Lot
- Lodge
 - Kitchen
 - Stove
 - Refrigerator
 - Sink
 - Cabinets
 - Serving Stations
 - Pots
 - Pans
 - Etc.
 - Office
 - Desk
 - Chairs
 - File cabinets
 - Etc.
 - Meeting hall
 - Tables
 - Chairs
 - Flags
 - Propane heater
 - Etc.
 - Board Room
 - Tables
 - Chairs
 - Safe
 - Other office equipment
 - Propane heater
 - Etc.
 - Deck
 - Furniture
 - Ramp
 - Etc.
 - Bathrooms

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- Etc.
- Lodge Parking Lot
- Dog Park
- Corporation Yard
 - Large building
 - Fence
 - 2 Manually operated gates
 - Paved driveway
 - Etc.
- Sand Shed
- Road (Lower portion of Ruth)
- Material Storage Yard
- Refuge Collection Structure
- Refuge collection structure parking lot
- 1 Manually operated gate
- Lighting
 - Lodge Parking Lot
 - Sand Shed
 - Refuge Collection Structure Area
- Etc.
- APN 027-010-39 (30.26 Acers – North of Subdivision)
 - Mechanized Gate
 - 2 Gates
 - 2 Gate operators
 - 4 in-pavement loops (for loop detectors)
 - Gate house
 - Access system
 - Key pad/controller
 - Card key reader
 - Emergency service access device
 - TUD access device
 - Remote control receiver and antenna
 - Wiring for telephone line and telephone line
 - Etc.
 - Surveillance system
 - 4 Cameras
 - DVR
 - Pole and Mounts
 - Etc.
 - Fence pole line
 - Free standing electrical entrance structure
 - Underground conduit
 - Electrical Systems
 - Lighting
 - Signage
 - Etc.
 - Road
 - Wheeler Road
 - Etc.
- APN 031-010-20 (101.80 Acers – East of Subdivision)
 - 5 Manually operated gates

- Road
 - North/East end of David/Goliath
- Etc.
- APN 031-010-26 (73.13 Acers – South West of Subdivision)
 - 2 Manually operated gates
 - Etc.
- Miscellaneous
 - Signage
 - Dump truck
 - Snow Plow for dump truck
 - Tire Chains for dump truck
 - Sander for dump truck
 - 48 KVA 3-Phase Diesel Generator
 - 4 KW 120/240 V Gasoline Portable Honda Generator
 - Gasoline driven water pump, intake and discharge hoses
 - Electric Jack Hammer
 - Cutting/Welding Torches
 - Arc Welder
 - Drill Press
 - Chop Saw
 - Work Benches
 - 3 Chain tongs (Wrenches)
 - Backhoe
 - Tire for Backhoe
 - Tractor (for mowing)
 - Mower attachment for tractor
 - Etc.

Plaintiff Profits

The plaintiff claims profits are integrated into its budgets (Exhibit AA – Plaintiff’s Budgets 2013-2014, 2014-2015 & 2015-2016, Page1, Line 21 – Note: The plaintiff failed to supply the first page of 2014/2015) and realizes those profits by collecting payments.

Service Providers

A very large number of service providers other than the Plaintiff are continuously used throughout the subdivision.

Sierra Park Water Company Incorporates – March 25, 2013

March 25, 2013 – Sierra Park Water Company, Inc. came into existence (Exhibit AB – Secretary of State of the State of California Business Entity Detail) as an investor owned, for-profit California Corporation, Entity Number: C3556147, operating as a self-proclaimed water company. Sierra Park Water Company, Inc. is NOT a non-profit California Corporation. Sierra

1 Park Water Company, Inc. claims there are currently about 180 Shareholders and zero contract
2 holders.

3 **Sierra Park Water Company re-stated Articles of Incorporation – May 28, 2013**

4 May 28, 2013 – Sierra Park Water Company, Inc. re-stated its Articles of Incorporation
5 filed then at the Office of the Secretary of State of the State of California (Exhibit AC).

6 Sierra Park Water Company, Inc. has no affiliation with the subdivision.

7 The Defendants are not shareholders or members of Sierra Park Water Company, Inc.

8 The Defendants do not have any contract with Sierra Park Water Company, Inc.

9 **California Public Utilities Commission (CPUC)**

10 Sierra Park Water Company, Inc. passed its first major hurdle to becoming a California
11 Public Utilities Commission (CPUC) Regulated Utility on January 28, 2016 in CPUC Decision
12 16-01-047 (Exhibit AD).

13 April 4, 2016 – Sierra Park Water Company, Inc. submitted its Tier 1 letter to the CPUC
14 (Exhibit AE). After modifications in response to protests filed with the CPUC, the Sierra Park
15 Water Company, Inc. Tier 1 letter was approved on June 1, 2016 (Exhibit AF) and the WTD 440
16 Tariff Book was created (Exhibit AG), retroactive to April 4, 2016.

17 Sierra Park Water Company, Inc. will become a fully authorized CPUC Regulated Utility
18 when it meets the requirements put forth in CPUC Decision 16-01-047 (Exhibit AD) and Tier 1
19 letter (Exhibit AF) and Sierra Park Water Company, Inc. and Odd Fellows Recreation
20 Association, Inc. submits its Tier 2 letter and the CPUC subsequently approves it.

21 The Sierra Park Water Company, Inc. Rules and Regulations including Rates and Fees
22 are defined in the WTD 440 Tariff Book (Exhibit AG), also published on Sierra Park Water
23 Company, Inc.'s website at www.sierraparkwater.com

24 **Common Board Members – Plaintiff and Sierra Park Water Company, Inc.**

1 Three of the five members of the Plaintiff's BOD simultaneously serve on the Sierra Park
2 Water Company, Inc. BOD (Exhibit AI – Plaintiff's Newsletter, August 2016, Top of Page 1)
3 and (Exhibit AJ – Sierra Park Water Company, Inc. Newsletter, August 2016, Top of Page 1).

4 **Dishonesty and Rate Gouging – Sierra Park Water Company, Inc. and OFSRA**

5 Sierra Park Water Company, Inc. and OFSRA have a history of dishonesty by providing
6 misleading, inaccurate and unfounded information as documented by the CPUC (Exhibit AD,
7 page 32, (page 31 of Decision)) and of inappropriate and unfounded rates and fees causing the
8 CPUC to order substantial refunds from both corporations (Exhibit AD, page 37, (page 36 of
9 Decision), Ordering Paragraph 3).

10 **Dishonesty and Illegal Activity – Plaintiff**

11 Beyond the causes of dishonesty and illegal operation brought forth throughout this brief,
12 other causes exist:

13 Cause 1 – Conflict of Interest – The plaintiff is in violation of its own bylaws, Section 13,
14 Conflict of Interest Policy (Exhibit AH, Page 5, Section 13, Conflict of Interest Policy), having
15 three of its BOD members (Exhibit AI – Plaintiff's Newsletter, August 2016, Top of Page 1) also
16 sitting on the Sierra Park Water Company, Inc. BOD (Exhibit AJ – Sierra Park Water Company,
17 Inc. Newsletter, August 2016, Top of Page 1) and not abstaining from conflicting matters.

18 Example: The allocation of the caretaker's hours split between the Plaintiff and Sierra Park
19 Water Company has been in question in CUPC Case 12-03-017, however the three BOD
20 members' serving on both BODs have not abstained from ongoing matters involving the
21 documentation of the distribution and allocation of the caretaker's hours past and present.

22 Cause 2 – T. M. Lechner departed the Plaintiff's BOD on May 29, 2016 (Exhibit AK -
23 Plaintiff's Annual Meeting Minutes – May 29, 2016, Page 3, Election of Board of Directors).

24 The Plaintiff's Claim and ORDER to Go to Small Claims Court, SC-100, contains an
25 evidence page (Exhibit AL, Page 7) that absolutely identifies T. M. Lechner's position as the

1 “Small Claims Court Advisory Director”. The Plaintiff’s Bylaws define Advisory Directors:
2 “The Board of Directors from time to time may elect one (1) or more persons to be advisory
3 directors, who shall not by such appointment be members of the Board of Directors.” (Exhibit
4 AH, Page 6, Section 18, Advisory Directors.). On August 6, 2016 the Plaintiff’s BOD appointed
5 Michael Lechner to the BOD. The minutes published in the Plaintiff’s August 2016 Newsletter
6 state: “Vice President of Assessments – Michael Lechner – The Board requested that Michael
7 serve in a limited role for one transition year, and he accepted. His efforts will focus on
8 collection of past-due accounts” (Exhibit AI, Page 4., Directors’ Reports, Vice President of
9 Assessments (second paragraph from the bottom)). In that “limited roll”, Michael Lechner’s
10 activities have been limited to; appearing in Small Claims Court representing the Plaintiff for
11 SC19415, SC19417, SC19407, SC19411, SC19409, SC19410, SC19418, filing Requests for
12 Dismissal for SC19416, SC19419 and writing a demand letter related to SC19419 (Exhibit AL-
13 2). T. M. Lechner (Michael Lechner) filing and/or representing the plaintiff in this small claims
14 action is in violation of Code of Civil procedure, Section 116.540 (a) and 116.540 (b) (Exhibit
15 AM, Page 1).

16 **Subdivision and Surrounding Parcel Counts and Subdivision Road Usage**

17 Between May 21, 1959 and present, 15 subdivision lots were merged with adjacent lots,
18 reducing the total subdivision lot count to 350. All 350 subdivision lots use the subdivision
19 roads for ingress and egress.

20 OFSRA owns one lot in the subdivision, APN: 031-064-10, 25418 Wheeler Road, Long
21 Barn, CA 95335, Lot 067 in Block 21 of I.O.O.F. Odd Fellows Sierra Camp Subdivision No, 1,
22 according to the Official Map thereof, filed in the Office of the County Recorder, Tuolumne
23 County, California on March 8, 1950 in Volume 10 of Maps, at Page 44 (Exhibit D).

24 OFSRA owns parcels that are not part of the subdivision; APN: 027-010-35, 027-010-
25 39, 027-050-12, 031-010-02, 031-010-11, 031-010-20, 031-010-26 and 031-050-16. All of

1 OFSRA's parcels use the subdivision roads for ingress and egress. The subdivision roads are
2 light duty being particularly thin as opposed to county roads. Starting since the Plaintiff
3 proclaimed it was in charge of road maintenance, OFSRA began using the subdivision roads for
4 heavy logging operations, exposing the roads to a disproportionately high level of load and
5 associated wear as compared the other subdivision roads users. Prior to the Plaintiff proclaiming
6 it was in charge of road maintenance, OFSRA mandated all logging operations use the logging
7 roads available around the entire perimeter of the subdivision.

8 Two private parties own parcels that are not part of the subdivision; APN: 031-010-25
9 and 031-091-23. Both private party parcels use the subdivision roads for ingress and egress.

10 While the ownership of the subdivision common property APN: 031-052-16 may be
11 debatable, the subdivision common property uses the subdivision roads for ingress and egress.

12 Tuolumne Utility District (TUD) owns a parcel that is not part of the subdivision; APN:
13 027-050-06. TUD's parcel use the subdivision roads for ingress and egress.

14 **Plaintiff Demanded Payments**

15 According to the Plaintiff, the Plaintiff has demanded payments from OFSRA for only
16 one lot in the subdivision, APN: 031-064-10, 25418 Wheeler Road, Long Barn, CA 95335, Lot
17 067 in Block 21 of I.O.O.F. Odd Fellows Sierra Camp Subdivision No, 1, according to the
18 Official Map thereof, filed in the Office of the County Recorder, Tuolumne County, California
19 on March 8, 1950 in Volume 10 of Maps, at Page 44 (Exhibit D).

20 The Plaintiff claims it has not demanded payments for OFSRA's parcels that are not part of
21 the subdivision but use subdivision roads; APN: 027-010-35, 027-010-39, 027-050-12, 031-010-
22 02, 031-010-11, 031-010-20, 031-010-26 and 031-050-16.

23 The Plaintiff claims it has demanded payments from the two private party owned parcels
24 that are not part of the subdivision; APN: 031-010-25 and 031-091-23.

1 It is not known if the Plaintiff has demanded payments from Tuolumne Utility District
2 (TUD) owned parcel that is not part of the subdivision; APN: 027-050-06.

3 **Plaintiff Budget**

4 The plaintiff budgets (Exhibit AA – Plaintiff’s Budgets 2013-2014, 2014-2015 & 2015-
5 2016, Page1, Line 22 divided by Line 24) indicate the Plaintiff budgets were calculated intending
6 to demand payments from a certain number of parcels; 360 for 2013-2014, 359 for 2014-2015
7 and 359 for 2015-2016.

8 Correlation cannot be achieved between number of parcels using the subdivision roads
9 for ingress and egress and the Plaintiff’s budgeted number of parcels to demand payments from.

10 The number of parcels the Plaintiff actually demanded payment from is not known,
11 however the Plaintiff claims it is in excess of 350.

12 **Construction and Maintenance and Other Things Prior to the Plaintiff**

13 Up to May 26, 2013, OFSRA, in violation of its own bylaws, allowed all subdivision
14 parcel owners and some nearby parcel owners to illegally participate in OFSRA meetings and
15 discuss and vote on all matters related to OFSRA construction, maintenance and other things
16 including but not limited to the roads but excluding the timber (Exhibit AO – Bylaws of OFSRA
17 – December 1, 1984, page 5, Section 9., Voting.) and (Exhibit AP – OFSRA and OFSHA Annual
18 Meeting Notice and Proxy Statement – May 2007).

19 On May 26, 2013, at the Plaintiff’s first Annual meeting, the Plaintiff proclaimed it was
20 the service provider for the subdivision, including but not limited to the roads. It also announced
21 it had limited voting to only its shareholders.

22 **Plaintiff’s Actions to Exert its Will Over Non-Shareholders**

23 The number of parcels owners that are subdivision road users and Plaintiff non-
24 shareholders exceeds 180.

1 The Plaintiff limits voting, on all matters, to its shareholders (Exhibit AH - Bylaws of the
2 Plaintiff – May 26, 2013, page 12, Section 11. Voting Rights; Cumulative Voting.).

3 The Plaintiff has proclaimed the results of its elections including assessments and rules
4 and regulations are binding to both shareholders and non-shareholders.

5 The election results for road maintenance (the entire budget) were: 2013/2014: No
6 election was held (Exhibit AR-1 – Plaintiff’s May 2013 Newsletter (June 2013) – Page 2, Org.
7 Meeting Questions from Floor), 2014/2015: 102 votes for and 1 vote against (Exhibit AQ -
8 Plaintiff’s Annual Meeting Minutes – May 25, 2014, Page 4) and 2015/2016: 91 in favor 2
9 against (Exhibit AR - Plaintiff’s Annual Meeting Minutes – May 24, 2015, Page 3, Election of
10 BOD)

11 **Plaintiff Claims the Payments Demanded are Assessments**

12 The budget documentation presented by the Plaintiff indicate the payments demanded are
13 assessments (Exhibit AA – Plaintiff’s Budgets 2013-2014, 2014-2015 & 2015-2016, Page1,
14 Lines 1, 24, 30 and 37).

15 **Plaintiff Demands Payments in Violation of its Bylaws**

16 The Plaintiff demands assessments/payments in violation of its Bylaws. The Plaintiff’s
17 bylaws only specify levying assessments upon the outstanding shares of the corporation (Exhibit
18 AH - Bylaws of the Plaintiff – May 26, 2013, page 14, Section 16. Assessability of Shares.)

19 **Plaintiff Maintaining OFSRA Owned Roads Not Part of the Subdivision**

20 The Plaintiff has been maintaining two axillary paved road segments not part of the
21 subdivision and on parcels owned by OFSRA that interconnect subdivision roads. These roads
22 segments are not integral to the subdivision and not required for ingress or egress by any of the
23 subdivision lot owners, except for OFSRA’s logging operations. These roads are not part of the
24 subdivision and do not appear on the Subdivision Maps. These roads are best described as the
25

1 end of David Drive interconnecting with Goliath and the lower portion of Ruth Lane, about a
2 half mile of road combined.

3 Reiterating: At its October 8, 2016 OFSRA Shareholders' meeting, OFSRA claimed it
4 has no Contracts with the Plaintiff (available in the form of an audio recording upon request).

5 **Plaintiff Maintaining Additional Road Not Part of the Subdivision**

6 The Plaintiff has been maintaining an additional road, Wheeler Road, portions of which
7 cross land owned by Caltrans (About 1/32 mile), USDA U.S. Forest Service (about 1/4 mile),
8 Joseph Freitas and Gladys E. Freitas (about 1/16 mile), Floellen W. Smith (about 1/16 mile) and
9 OFSRA (about 1/16 Mile). Wheeler Road is best described as the ingress and egress from the
10 subdivision to Highway 108 and is used for ingress and egress by OFSRA's logging operations,
11 the parcels not part of the subdivision using the subdivision roads, Joseph Freitas and Gladys E.
12 Freitas, Floellen W. Smith, TUD, Sierra Park Water Company, Inc., the Plaintiff and the
13 subdivision parcels owners. Wheeler road is not part of the subdivision and does not appear on
14 the Subdivision Maps.

15 **Civil Code 845 Does Not Apply**

16 It was never indicated, since the Plaintiff's inception in 2013 that the Plaintiff would be
17 billing for services based on Civil Code 845.

18 Only after filing this Small Claims case has the Plaintiff begun claiming that they could
19 demand payments from non-shareholder parcel owners based on Civil Code 845 (Exhibit AN).
20 However, prior to this Small Claims case, the Plaintiff did not notify the Defendant nor did they
21 indicate in anyway, including any of the prior meetings, publications or communications that
22 they would be demanding payments based on Civil Code 845. (See
23 www.varvayanis.com/sp/newsletters and www.varvayanis.com/sp/Annual_Meetings).

24 On October 28, 2016, in a related case (SC19417) in the presence of Commissioner
25 Phillip A. Pimentel, the plaintiff stated they could demand payments from non-shareholder

1 parcel owners for *road maintenance* based on Civil Code 845 (Italics used for emphasis). Note:
2 The Defendants’ Trial Brief for another related case (SC19409) was served to the Plaintiff on
3 October 25, 2016.

4 The Plaintiff is not the owner of any easement in the nature of a private right-of-way or
5 of any land to which any such easement is attached.

6 The easement, if any, is owned by more than one person and is attached to parcels of land
7 under different ownership or, more specifically, the parcel owners.

8 No agreement exists between the Plaintiff and the non-shareholder parcel owners. The
9 Plaintiff has not generated or published any schedule of how the Plaintiff proposes costs shall be
10 shared proportionately by each non-shareholder parcel owner.

11 There are 363 parcel owners that use the roads as broken down and documented in the
12 sections titled “Subdivision and Surrounding Parcel Counts and Subdivision Road Usage” and
13 “Plaintiff Maintaining Additional Road Not Part of the Subdivision”. From the 363 parcels,
14 there are 350 Subdivision Lot Owners, 8 parcels owned by OFSRA that are not part of the
15 subdivision, two that are private party owned parcels and not part of the subdivision, One owned
16 by Tuolumne Utility District (TUD), and two additional private party parcels owned by Joseph
17 Freitas and Gladys E. Freitas and Floellen W. Smith.

18 For the Plaintiff to consider using Civil Code 845 for road maintenance, all 363 parcel
19 owners should have equal access of all types, including but not limited to, information, voting
20 rights, voting weight, selection of representatives, managers, projects, vendors, etc. regarding
21 road maintenance and road maintenance decisions.

22 For any election or decision were the outcome may affect all of the 363 parcel owners, all
23 of 363 parcel owners should be included in the election or decision. Since the Plaintiff’s by-laws
24 limit voting on all matters to only it’s shareholders (Exhibit AH - Bylaws of the Plaintiff – May
25 26, 2013, page 12, Section 11. Voting Rights; Cumulative Voting.) and since the Plaintiff seeks

1 payment for road maintenance from non-shareholder parcel owners for 2013/2014, 2014/2015
2 and 2015/2016 and since the plaintiff did not provide the non-shareholder parcel owners equal
3 access, including information, voting rights, voting weight, selection of representatives,
4 managers, projects, vendors regarding road maintenance and road maintenance decisions, then
5 for any election or decision were the outcome may affect all of the 363 parcel owners, a vote
6 declining the matter should be automatically counted for each and every non-shareholder parcel
7 owner yielding effective election results, otherwise only the shareholders alone should bear any
8 and all costs.

9 The number of shareholders, election results and effective election results (shareholder
10 plus non-shareholders) for road maintenance (voted on as the entire budget including non-road
11 maintenance items) were:

12 ○ 2013/2014

- 13 ■ The Plaintiff claims there were 51 Shareholders (Exhibit AR-1 –
14 Plaintiff's May 2013 Newsletter (June 2013) – Page 2, Paragraph 2).
- 15 ■ 51 Shareholders represents less than a simple majority of the 363 parcel
16 owners.
- 17 ■ Shareholder election results for Roads Maintenance and budget = 0 (zero)
18 votes for and 0 (zero) vote against because no election was held (Exhibit
19 AR-1 – Plaintiff's May 2013 Newsletter (June 2013) – Page 2, Org.
20 Meeting Questions from Floor). The Plaintiff's Annual Meeting Minutes
21 were not distributed – May 26, 2013.
- 22 ■ Since no election was held, the non-shareholder parcel owners were not
23 represented.
- 24 ■ Effective election results for Roads Maintenance and budget = 0 (zero)
25 votes for and 312 (0 + 363 - 51) votes against.

1 ○ 2014/2015

- 2 ▪ The Plaintiff claims there were 179 Shareholders (Exhibit AQ - Plaintiff's
- 3 Annual Meeting Minutes – May 25, 2014, Page 2, Paragraph 3).
- 4 ▪ 179 represents less than a simple majority of the 363 parcel owners.
- 5 ▪ Shareholder election results for Roads Maintenance and budget = 102
- 6 votes for and 1 vote against (Exhibit AQ - Plaintiff's Annual Meeting
- 7 Minutes – May 25, 2014, Page 4).
- 8 ▪ 102 for (yes) votes represents less than a simple majority of the 363 parcel
- 9 owners.
- 10 ▪ Effective election results for Roads Maintenance and budget = 102 votes
- 11 for and 185 (1 + 363 - 181) votes against.

12 ○ 2015/2016

- 13 ▪ The Plaintiff claims there were 187 Shareholders (Exhibit AR - Plaintiff's
- 14 Annual Meeting Minutes – May 24, 2015, Page 3, Paragraph 1).
- 15 ▪ 187 represents greater than a simple majority of the 363 parcel owners.
- 16 ▪ Shareholder election results for Roads Maintenance and budget = 91 in
- 17 favor 2 against (Exhibit AR - Plaintiff's Annual Meeting Minutes – May
- 18 24, 2015, Page 3, Election of BOD).
- 19 ▪ 91 for (yes) votes represents less than a simple majority of the 363 parcel
- 20 owners.
- 21 ▪ Effective election results for Maintenance and budget = 91 votes for and
- 22 177 (2 + 363 - 187) votes against.

23 Even if the Plaintiff had desired to demand payments using Civil Code 845, the Plaintiff

24 does not qualify, has failed to perform the steps necessary and has not conformed with the

25 provisions of Civil Code 845 to demand payments using Civil Code 845:

- 1 ○ The Plaintiff never indicated or notified the non-shareholder parcel owners it was
2 or would be demanding payments using Civil Code 845.
- 3 ○ The Plaintiff is not the owner of any easement in the nature of a private right-of-
4 way, or of any land to which any such easement is attached.
- 5 ○ No agreement exists between the Plaintiff and the non-shareholder parcel owners.
- 6 ○ The Plaintiff has not generated or published any schedule of how the Plaintiff
7 proposes cost shall be shared proportionately to the use made by each non-
8 shareholder parcel owner.
- 9 ○ The Plaintiff has demanded payments for late fees at a rate of \$25 per month that
10 are not provided by Civil Code 845. In addition, these so called late fees are at a
11 rate so high that they are usury.
- 12 ○ The Plaintiff has included profit for maintaining any easement in the nature of a
13 private right-of-way, or of any land to which any such easement is attached. Civil
14 Code 845 provides only for costs.
- 15 ○ At the first court appearance, the Plaintiff supplied a copy of its budgets to the
16 Defendants for 2013/2014, 2014/2015 and 2015/2016 (Exhibit AA). Each annual
17 period includes line item category level costs not associated with maintaining any
18 easement in the nature of a private right-of-way, or of any land to which any such
19 easement is attached, including but not limited to: Refuse Collection and
20 Disposal, Pine Needle Collection, Maintain Common Areas and General
21 Administration and must be disqualified as a result. Demanding Payments for
22 these costs are not provided by Civil Code 845. Note: The Plaintiff does not hold
23 a Franchise Agreement with Tuolumne County for providing Refuse Collection
24 and Disposal service but claims it provides such services. The Plaintiff may be
25 operating illegally as a result.

- 1 ○ The Plaintiff’s budget for 2013/2014 (Exhibit AA – Pages 2 and 3). Section “1 -
2 Maintain and Repair Roads” include costs not associated with maintaining any
3 easement in the nature of a private right-of-way, or of any land to which any such
4 easement is attached, including but not limited to:
- 5 ▪ 1.11 “Insurance” – The Plaintiff has placed the entire insurance burden on
6 the roads while a great portion if not all of the cost may be attributed to the
7 pond and other operations and operating expenses not related to the roads
8 including but not limited to Refuse Collection and Disposal, Pine Needle
9 Collection, Maintain Common Areas, General Administration and
10 Directors and Officers Insurance.
 - 11 ▪ 1.15 “Franchise Tax” – The Plaintiff has placed the entire Franchise Tax
12 burden on the roads and not shared the cost with Refuse Collection and
13 Disposal, Pine Needle Collection and Maintain Common Areas and
14 General Administration.
 - 15 ▪ 1.16 “Property Taxes” – The roads are not taxed by Tuolumne County or
16 any other agency.
 - 17 ▪ 1.17 “Taxes and Licenses” – These costs are undefined and must be
18 disqualified as a result.
 - 19 ▪ 1.18 “Accounting” – The Plaintiff has placed the entire Accounting
20 burden on the roads and not shared the cost with Refuse Collection and
21 Disposal, Pine Needle Collection and Maintain Common Areas and
22 General Administration.
 - 23 ▪ 1.19 “Credit Card Charges” – These costs are undefined and must be
24 disqualified as a result.
- 25

- 1 ▪ 1.20 “Professional Services Consulting” – These costs are undefined and
2 must be disqualified as a result.
- 3 ▪ 1.21 “Legal Consulting” – These costs are undefined and must be
4 disqualified as a result.
- 5 ▪ 1.22 “Health & Safety (Porta-Poties)” – These are related to the so called
6 “Common Areas” and more specifically the Pond and Playground for
7 recreational purposes and must be disqualified as a result.
- 8 ▪ 1.23 “Contingency (Merge lots, etc.)” – The Plaintiff has placed the entire
9 Contingency burden on the roads and not shared the cost with Refuse
10 Collection and Disposal, Pine Needle Collection and Maintain Common
11 Areas and General Administration.
- 12 ▪ 1.24 “One time setup new org. (actg, bank, utilities, etc.)” – This cost
13 belongs exclusively to the shareholders and must be disqualified as a
14 result).
- 15 ▪ 1.25 “Member Communications” – Only shareholders receive
16 communications. This cost belongs exclusively to the shareholders and
17 must be disqualified as a result.
- 18 ▪ 1.23 (This item number is used twice in the Plaintiff’s Budget) – “Road
19 Equipment Maintenance” – The Plaintiff has placed the entire Road
20 Equipment Maintenance burden on the roads and not shared the cost with
21 Refuse Collection and Disposal, Pine Needle Collection and Maintain
22 Common Areas where the Plaintiff uses the same equipment as much or
23 more than Maintaining Roads and Snow Removal.
- 24 ▪ 1.24 (This item number is used twice in the Plaintiff’s Budget) “Road
25 Equipment Reserves” – The Plaintiff has placed the entire Road

1 Equipment Reserves burden on the roads and not shared the cost with
2 Refuse Collection and Disposal, Pine Needle Collection and Maintain
3 Common Areas where the Plaintiff uses the same equipment as much or
4 more than Maintaining Roads and Snow Removal.

- 5 ▪ 1.25 (This item number is used twice in the Plaintiff's Budget) "Roads
6 Fuel" – The Plaintiff has placed the entire Roads Fuel burden on the roads
7 and not shared the cost with Refuse Collection and Disposal, Pine Needle
8 Collection and Maintain Common Areas where the Plaintiff uses the same
9 equipment as much or more than Maintaining Roads and Snow Removal.
- 10 ▪ 1.26 "Road Supplies" – These costs are undefined and must be
11 disqualified as a result.
- 12 ○ The Plaintiff's budget for 2014/2015 (Exhibit AA – Page 4). Section "2 -
13 Maintain and Repair Roads" include costs not associated with maintaining any
14 easement in the nature of a private right-of-way, or of any land to which any such
15 easement is attached, including but not limited to:
 - 16 ▪ 2.11 "Insurance" – The Plaintiff has placed the entire insurance burden on
17 the roads while a great portion if not all of the cost may be attributed to the
18 pond and other operations and operating expenses not related to the roads
19 including but not limited to Refuse Collection and Disposal, Pine Needle
20 Collection, Maintain Common Areas, General Administration and
21 Directors and Officers Insurance.
 - 22 ▪ 2.13 "Property Taxes" – The roads are not taxed by Tuolumne County or
23 any other agency.
 - 24 ▪ 2.14 "Taxes and Licenses" – These costs are undefined and must be
25 disqualified as a result).

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- 2.14 “Accounting” – The Plaintiff has placed the entire Accounting burden on the roads and not shared the cost with Refuse Collection and Disposal, Pine Needle Collection and Maintain Common Areas and General Administration.
- 2.16 “Credit Card Charges” – These costs are undefined and must be disqualified as a result.
- 2.17 “Professional Services Consulting” – These costs are undefined and must be disqualified as a result.
- 2.18 “Legal Consulting” – These costs are undefined and must be disqualified as a result.
- 2.19 “Health & Safety (Porta-Poties)” – These are related to the so called “Common Areas” and more specifically the Pond and Playground for recreational purposes and must be disqualified as a result.
- 2.20 “Contingency (Merge lots, etc.)” – The Plaintiff has placed the entire Contingency burden on the roads and not shared the cost with Refuse Collection and Disposal, Pine Needle Collection and Maintain Common Areas and General Administration.
- 2.22 “Member Communications” – Only shareholders receive communications. This cost belongs exclusively to the shareholders and must be disqualified as a result.
- 2.24 (This item number is used twice in the Plaintiff’s Budget) “Road Equipment Reserves” – The Plaintiff has placed the entire Road Equipment Reserves burden on the roads and not shared the cost with Refuse Collection and Disposal, Pine Needle Collection and Maintain

1 Common Areas where the Plaintiff uses the same equipment as much or
2 more than Maintaining Roads and Snow Removal.

- 3 ■ 2.25 (This item number is used twice in the Plaintiff's Budget) "Roads
4 Fuel" – The Plaintiff has placed the entire Roads Fuel burden on the roads
5 and not shared the cost with Refuse Collection and Disposal, Pine Needle
6 Collection and Maintain Common Areas where the Plaintiff uses the same
7 equipment as much or more than Maintaining Roads and Snow Removal.
- 8 ■ 2.26 "Road Supplies" – These costs are undefined and must be
9 disqualified as a result.

10 ○ The Plaintiff's budget for 2015/2016 (Exhibit AA – Pages 5 and 6). Section "1 -
11 Maintain and Repair Roads" include costs not associated with maintaining any
12 easement in the nature of a private right-of-way, or of any land to which any such
13 easement is attached, including but not limited to:

- 14 ■ 1.11 "Insurance" – The Plaintiff has placed the entire insurance burden on
15 the roads while a great portion if not all of the cost may be attributed to the
16 pond and other operations and operating expenses not related to the roads
17 including but not limited to Refuse Collection and Disposal, Pine Needle
18 Collection, Maintain Common Areas, General Administration and
19 Directors and Officers Insurance.
- 20 ■ 1.12 "Property Taxes" – The roads are not taxed by Tuolumne County or
21 any other agency.
- 22 ■ 1.13 "Taxes and Licenses" – These costs are undefined and must be
23 disqualified as a result.
- 24 ■ 1.14 "Accounting" – The Plaintiff has placed the entire Accounting
25 burden on the roads and not shared the cost with Refuse Collection and

1 Disposal, Pine Needle Collection and Maintain Common Areas and
2 General Administration.

- 3 ■ 1.15 “Credit Card Charges” – These costs are undefined and must be
4 disqualified as a result.
- 5 ■ 1.16 “Professional Services Consulting” – These costs are undefined and
6 must be disqualified as a result.
- 7 ■ 1.17 “Legal Consulting” – These costs are undefined and must be
8 disqualified as a result.
- 9 ■ 1.18 “Member Communications” – Only shareholders receive
10 communications. This cost belongs exclusively to the shareholders and
11 must be disqualified as a result.
- 12 ■ 2.24 “Road Equipment Maintenance” – The Plaintiff has placed the entire
13 Road Equipment Maintenance burden on the roads and not shared the cost
14 with Refuse Collection and Disposal, Pine Needle Collection and Maintain
15 Common Areas where the Plaintiff uses the same equipment as much or
16 more than Maintaining Roads and Snow Removal.
- 17 ■ 2.25 “Road Equipment Reserves” – The Plaintiff has placed the entire
18 Road Equipment Reserves burden on the roads and not shared the cost
19 with Refuse Collection and Disposal, Pine Needle Collection and Maintain
20 Common Areas where the Plaintiff uses the same equipment as much or
21 more than Maintaining Roads and Snow Removal.
- 22 ■ 2.26 “Roads Fuel” – The Plaintiff has placed the entire Roads Fuel burden
23 on the roads and not shared the cost with Refuse Collection and Disposal
24 and Pine Needle Collection where the Plaintiff uses the same equipment as
25 much or more than Maintaining Roads and Snow Removal.

- 1 ▪ 2.27 “Road Supplies” – These costs are undefined and must be
2 disqualified as a result.
- 3 ○ The Plaintiff’s budget for 2014/2015 and 2015/2016 (Exhibit AA – Pages 4
4 through 6). Include additional costs not associated with maintaining any
5 easement in the nature of a private right-of-way, or of any land to which any such
6 easement is attached, including but not limited to:
- 7 ▪ 2014/2015 “Special Reserves to replace Bridge” (Exhibit AA – Page 4,
8 Bottom of page). Note: This is a pedestrian bridge not associated with or
9 near any easement in the nature of a private right-of-way, or of any land to
10 which any such easement is attached.
- 11 ▪ 2015/2016 “BRIDGE REPLACEMENT PROJECT” (Exhibit AA – Page
12 6, Bottom of page). The Plaintiff’s 2015/2016 budget shows \$50 for this
13 line item with a total billing of \$640, however the Plaintiff billed \$160 for
14 the BRIDGE REPLACEMENT PROJECT with a total billing of \$750
15 (Exhibit AR - Plaintiff’s Annual Meeting Minutes – May 24, 2015, Page
16 3, Election of Board of Directors). Note: This is a pedestrian bridge not
17 associated with or near any easement in the nature of a private right-of-
18 way, or of any land to which any such easement is attached.
- 19 ○ In addition to the points above, a notable portion of the Plaintiff’s demand for
20 payments from non-shareholder parcel owners include costs for snow plowing.
21 The Plaintiff presented costs for snow plowing are magnitudes higher than what
22 outside contractors’ charge for similar snowplowing. Not charging competitive
23 pricing for snow plowing or not putting snow plowing out for competitive bid
24 places an unfair burden on non-shareholder parcel owners and provides unjust
25 enrichment to the Plaintiff and its shareholders.

1 **Plaintiff Provides Enrichment to OFSRA Without Contact**

2 On November 6, 2016 OFSRA distributed its Compiled Financial Statements dated May
3 31, 2016 (Exhibit AR-2). The Compiled Financial Statements report “*The Association consists*
4 *of approximately 400 acres of timberlands located in Long Barn, California. Within the*
5 *boundaries of the Association exists a gated 365 lot subdivision and various park amenities. The*
6 *purpose of the Association is to operate and maintain the common property of the Association,*
7 *specifically the water system, garbage, and roads” (Exhibit AR-2, Page 6, NOTE 1 - NATURE*
8 *OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, A. NATURE OF*
9 *ACTIVITIES, Paragraph 2).*

10 At its October 8, 2016 OFSRA Shareholders’ meeting, OFSRA claimed it has no
11 Contracts with the Plaintiff (available in the form of an audio recording upon request).

12 The Plaintiff without contact with OFSRA has maintained OFSRA property as
13 documented in the sections titled “Plaintiff’s Expenses from Maintaining and Operating
14 OFSRA’s Properties” and “Plaintiff Maintaining OFSRA Owned Roads Not Part of the
15 Subdivision” and has replaced an OFSRA owned pedestrian bridge that failed prior to the
16 Plaintiff proclaiming it was the service provider for the subdivision. The pedestrian bridge was
17 voted on by the Plaintiff’s shareholders and payments have been demanded from all parcel
18 owners specifically for the pedestrian bridge repair over two years; \$50 per parcel for 2014/2015
19 and \$160 per parcel for 2015/2016. The election results for the pedestrian bridge replacement
20 were: The election result was not published for 2014/2015 (Exhibit AQ - Plaintiff’s Annual
21 Meeting Minutes – May 25, 2014, Page 4, paragraphs 2 and 3) and 80 in favor and 13 against for
22 2015/2016 (Exhibit AR - Plaintiff’s Annual Meeting Minutes – May 24, 2015, Page 3, Election
23 of Board of Directors).

24 **Ownership of the Roads in Odd Fellows Sierra Camp Subdivision**

1 A question has arisen concerning who actually owns the roads in the subdivision. For
2 years it had been assumed by the lot owners that the developer of the subdivision, OFSRA,
3 owned the roads. That is what the OFSRA told everyone and they conducted themselves as the
4 owners. Now, the OFSRA is continuing to act as though they own the roads and have the right
5 to turn them over to the Plaintiff. Based on the information recently acquired about road
6 ownership and state law, the legal owners of the roads in the subdivision appears to be the lot
7 owners. Below, you will find information from the Subdivision Public Report on I.O.O.F. Odd
8 Fellows Sierra Camp Subdivision No. 1, two California court cases, an opinion by Attorney
9 General Bill Lockyer, and a forum by the California Land Surveyors Association that indicates
10 that the lot owners own the roads in the subdivision, not OFSRA as they have maintained for
11 years.

12 **State of California Division of Real Estate**

13 In the Subdivision Public Report on I.O.O.F. Odd Fellows Sierra Camp Subdivision No.
14 1, issued by the State of California Division of Real Estate in 1950, it states: "Roads in the
15 subdivision are private roads and are to be maintained by the lot purchasers. Present
16 improvements are included in the purchase price of the lots." (Exhibit H, Page 1, Roads).

17 **Pierson v. Bradfield, 43 Cal. App. 2d 519**

18 In the California case Pierson v. Bradfield, March 18, 1941 (Exhibit AS), the Court took
19 a look at the size of the parcel in question to help determine if the lot in question went to the
20 center of the roadway or not. The court found that based on the acreage of the property in
21 question in order to arrive at the correct size, as stated in the deed for the property, the property
22 boundary had to extend to the center of the roadway. In the report to the Division of Real Estate
23 mentioned above, the size of the subdivision is listed as approximately 102.24 acres (Exhibit H,
24 Page 1, Size). In doing the math, the only way the current subdivision with 365 lots averaging
25 75 feet by 100 feet (Exhibit H, Page 1, Size) will reach over 100 acres is if the six miles of roads

1 are added in. Just based on the total acreage of the lots and roads in the subdivision, it is obvious
2 that the roads are owned by the lot owners. The court case discussed below makes this
3 ownership clear.

4 **Safwenberg v. Marquez, 50 Cal. App. 3d 302**

5 The decision in Safwenberg v. Marquez, July 31, 1975 (Exhibit AT), addresses
6 ownership of roads. The case involved ownership of the property in an abandoned road. In a
7 previous trial concerning this matter the trial court admitted extrinsic evidence tending to show
8 an intention of the parties that the deeds not include the street area adjacent to the lots. The
9 Court of Appeal reversed the decision, holding that, in view of the provision of Civ. Code 1112,
10 a transfer of land adjacent to a highway passes title “to soil of the highway in front to the center
11 thereof, unless a different intent appears from the grant.

12 In this case the Appeal Court said that the trial court erred in admitting extrinsic evidence
13 on the intent of the parties to the conveyances, where the deeds described the property only by
14 lot and block number according to a recorded map, and where there were no ambiguities in the
15 deeds or in the map. Once again the court cited Civ. Code, 1112, title to the center of a highway
16 adjacent to property transferred passes to the grantee “unless a different intent appears from the
17 grant.”

18 The Court continued with its decision in the case. It said that the purchaser of a lot
19 abutting on a street owns one-half of the adjacent street in fee in addition to the lot measurement
20 as a matter of law unless the grant manifests a different intent, and where there is nothing
21 ambiguous or uncertain in the terms of the deed, extrinsic evidence cannot be admitted to add to,
22 detract from or vary its terms.

23 The Appeal Court cited the case Anderson v. Citizens Sav. etc. Co. (1921) 185 Cal. 386,
24 393-396 in that the court held in Anderson that the purchaser received a fee interest in one-half
25 the street as part of the lot. (Fee Interest is defined as the absolute, legal possession and

1 ownership of land, property, or rights, including mineral rights. A fee interest can be sold {in its
2 entirety or in part} or passed on to heirs or successors.)

3 In Anderson the court also held that the rule should be the same even if there is no public
4 street, provided the conveyance describes the lot as bounded by a street. A street is then created
5 between the grantor and grantee.

6 The policy behind the law is to avoid ownership in land in strips and gores attaching
7 underlying fees of streets, both active and abandoned, to the adjoining lots.

8 In this case, Safwenberg v. Marquez (Exhibit AT), the Appeal Court ruled that the lot on
9 the map does not mean that it is the measurement of the lot conveyed. This points out that the lot
10 shown on the map is one thing but under the law the boundaries of the lot extend to the center of
11 the road or street.

12 **Opinion – Attorney General Bill Lockyer July 14, 2005 (AG 04-809)**

13 In an opinion AG 04-809 given by Bill Lockyer, Attorney General for the State of
14 California on July 14, 2005 (Exhibit AU), he says that Civil Code 831 enacted in 1872 provides:
15 “An owner of land bounded by a road or street is presumed to own to the center of the way, but
16 the contrary may be shown.” Civil Code section 1112, enacted in 1872 states: “A transfer of
17 land, bounded by a highway, passes the title of the person whose estate is transferred to the soil
18 of the highway in front to the center thereof, unless a different intent appears from the grant.”

19 The Opinion of the Attorney General also says, “the primary rule to be applied in
20 California continues to be that the intention of the parties governs as to whether the conveyance
21 is of an easement or fee title. No presumption is to be applied if the words of the deed are clear.
22 It is when the language is ambiguous that a statutory presumption controls.” Since the deeds for
23 the lots in Sierra Park do not address the question of street ownership, the statutes granting
24 ownership to the center of the street must apply.

25 **California Land Surveyors Association**

1 In a forum by the California Land Surveyors Association discussing the topic, “Who
2 owns the land under the roads in a California subdivision” (Exhibit AV), items were discussed
3 that apply to Sierra Camp. For example, it was pointed out that unless there are specific words
4 on the map conveying full fee title to the local agency (OFSRA) no fee interest is transferred.
5 Another point brought up points out that it must be assumed that the original owner of the
6 subdivision (OFSRA) did not intend to keep fee ownership of the strips of land running through
7 the subdivision unless they intended to create toll roads throughout the subdivision. It is pointed
8 out that the fee ownership must remain with the owner of the land abutting the street. The
9 ownership lines would run along the extensions of the sidelines to the centerline of the street or
10 radially on curves. For the original owner (OFSRA) to retain fee interest in the roadbed doesn’t
11 make sense (Exhibit AV, Pages 1 and 2).

12 One item discussed really seems to apply to Sierra Park. It was brought out that there are
13 a number of old maps from ‘10’s, ‘20’s, and ‘30’s that show the Lots and Blocks as being
14 distinct from the street. There is often very little language on the face of the map as to the
15 interest in the streets. It was really a question concerning the status of these streets that was put
16 to the Attorney General (Bill Lockyer July 14, 2005). However, AG 04-809 (the Opinion by
17 Attorney General Lockyer mentioned earlier) extends to all roadways, regardless of map date
18 (Exhibit AU, Page 4).

19 Another person in the forum points out that the courts have affirmed that the adjacent
20 owners do in fact own to the centerline of the street. The California Civil Code is the authority
21 relied upon in most of the cases such as Sections 831 and 1112. In addition, the Code of Civil
22 Procedure, Section 2077, subdivision 4 states “The following are the rules for construing the
23 descriptive part of a conveyance of real property, when the construction is doubtful and there are
24 no other sufficient circumstances to determine it: ...4. When a road, or a stream of water not
25 navigable, is the boundary, the rights of the grantor to the middle of the road or the thread of the

1 stream are included in the conveyance, except where the road or thread of the stream is held
2 under another title.” These presumptions of law are not recent statutes; they have been cited in
3 statutes since the late 1800’s.

4 Often there is not a clear intention for grantors to retain an interest in the right of way.
5 Most deeds are silent. In *Darling v. Devere*, 124 Cal. App. 259 the court states: “...had it been
6 the intention of the grantor herein...it would have been so easy to have so stated in plain and
7 simple language that it must be inferred from the terms actually employed that such was not the
8 intent of the grantor...”.

9 Additionally, in *Neff v. Ernst*, 48 Cal 2d 628, May 31, 1957 (Exhibit AW), the court
10 states “It is the general rule that it will be presumed that where property is sold by reference to a
11 recorded map the grantee takes to the center of the street or streets shown on the map as
12 bounding the property...” (Exhibit AW, Page 4).

13 **Road Ownership Conclusion**

14 Now we seem to have a dilemma. The law and court decisions clearly indicates that the
15 roads in the subdivision belong to the lot owners. The property line is actually out to the center
16 of the road in front of the lots. The OFSRA has claimed ownership for years. OFSRA cannot
17 give away something that it does not legally own.

18

19 **III. CONCLUSION.**

20 The Plaintiff does not own, have title, easement or contract to the roads in the
21 subdivision.

22 The Plaintiff is not the sole provider of services to the subdivision.

23 The Defendants are not shareholders of the Plaintiff.

24 The Plaintiff is not a Homeowners’ Association.

1 No valid or influencing CC&Rs are recorded in the chain of title of the Defendants'
2 parcel.

3 No contract or other affiliation exists between the Defendants' parcel nor the Defendants
4 and the Plaintiff.

5 A portion of the Plaintiff's expenses are incurred from maintaining and operating
6 portions of OFSRA properties, improvements and facilities. The Plaintiff incorporates those
7 expenses in the payments demanded from the Defendants.

8 The Plaintiff profits from claiming it has performed services, of its choice, on items it
9 does own, not have title, easement or contract to, including but not limited to road maintenance.

10 The Plaintiff cannot collect payments based on Civil Code 845.

11 The Plaintiff fraudulently and/or mistakenly claims the Defendants owe payments to the
12 Plaintiff.

13
14 **IV. PRAYER FOR RELIEF.**

15 WHEREFORE, Defendants pray for judgment against Plaintiff as follows:

- 16 1. The Plaintiff's demand for payments from the Defendants be denied.
17 2. For all court costs of suit incurred by Defendants including copy costs; and
18 3. For such other and further relief as this court may deem just and proper.
19

20 **V. INDEX OF EXHIBITS.**

21 Exhibit A – OFSRA minutes – November 28, 1948

22 Exhibit B – Odd Fellows Sierra Recreation Association, Inc. - Articles of Incorporation –
23 January 19, 1949

24 Exhibit C – OFSRA indenture to Evelyn M. Hawley – February 11, 1949
25

1 Exhibit D – Subdivision Map - I.O.O.F. Odd Fellow Sierra Camp Subdivision 1 – March
2 8, 1950

3 Exhibit E – OFSRA minutes – July 13, 1949

4 Exhibit F – Letter from Attorney George H. Ackley – July, 13, 1949

5 Exhibit G – Declaration of Restrictions I.O.O.F. Odd Fellow Sierra Camp Subdivision 1
6 – February 17, 1950

7 Exhibit H – Division of Real Estate – Subdivision Public Report on I.O.O.F. Odd Fellows
8 Sierra Camp Subdivision No. 1 – March 31, 1950

9 Exhibit I – Tuolumne County GIS MAP – Odd Fellow Sierra Camp Subdivision –
10 October 12, 2012

11 Exhibit J – I.O.O.F. Odd Fellows Sierra Camp Subdivision, Tuolumne County GIS
12 Database – 20131002 – October 2, 2013 (Note: This Exhibit is also available
13 at www.varvayanis.com)

14 Exhibit K – California Civil Code (CIV) 831 (Enacted 1872.) – as of October 9, 2016

15 Exhibit L – Subdivision Map - I.O.O.F. Odd Fellow Sierra Camp Subdivision 1 – April 7,
16 1959

17 Exhibit M – Division of Real Estate – Amended Final Subdivision Public Report on
18 I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 – May 21, 1959

19 Exhibit N – Declaration of Covenants, Conditions and Restrictions Effecting that
20 Property Known as I.O.O.F. Odd Fellow Sierra Camp Subdivisions 1 & 2" –
21 1975

22 Exhibit O – Declaration of Covenants, Conditions and Restrictions (in favor of Odd
23 Fellows Sierra Homeowners' Association, Inc.) – Recorded by Odd Fellows
24 Sierra Recreation Association, Inc. – January 3, 1985
25

1 Exhibit P – Declaration of Covenants, Conditions and Restrictions (in favor of Odd
2 Fellows Sierra Homeowners’ Association, Inc.) – Re-recorded by Odd
3 Fellows Sierra Recreation Association, Inc. – February 12, 1985

4 Exhibit Q – Odd Fellows Sierra Recreation Association, Inc. – Restated Articles of
5 Incorporation – October 10, 1986

6 Exhibit R – Odd Fellows Sierra Homeowners’ Association, Inc. – Articles of
7 Incorporation – October 10, 1986

8 Exhibit S – Declaration Relating to the Roads and Streets Located in and Appurtenant to
9 the I.O.O.F Odd Fellows Sierra Camp Subdivision #1, and Subdivision #2 –
10 May 9, 1996

11 Exhibit T – California Secretary of State – Business Entity Detail – Odd Fellows Sierra
12 Homeowners’ Association, Inc. – September 27, 2016

13 Exhibit U – Odd Fellows Sierra Homeowners’ Association, Inc. – BOD Resignations –
14 May 2016

15 Exhibit V – Odd Fellows Sierra Homeowners’ Association, Inc. – BOD Member Jesse R.
16 Worsham Resignation – September 10, 2016

17 Exhibit W– Preliminary Statement of Interest in Class Certification for Superior Court of
18 California, Tuolumne County, CV58108 (Note: Two parties are listed twice
19 each) – March 2013

20 Exhibit X – CV58108 – Judgement and Order on motions to strike and demurrers to
21 second amended complaint – August 20, 2014

22 Exhibit Y – California Secretary of State – Business Entity Detail – Plaintiff – April 30,
23 2015

24 Exhibit Z – e-mail, Plaintiff is not a Home, Owners’ Association – From the Plaintiff’s
25 Secretary, Wanda Lenhardt (1212panhead@prodigy.net) sent to Realtor

1 Suzanne Simpson, license # 01012112 at Coldwell Banker Twain Harte
2 Realty (209) 586-5200 ext. 888 (Phone) (209) 606-4729 (Cell),
3 Suzanne@SuzanneSimpson.com – June 10, 2015

4 Exhibit AA – Plaintiff’s Budgets 2013-2014, 2014, 2016 & 2015-2016

5 Exhibit AB – California Secretary of State – Business Entity Detail – Sierra Park Water
6 Company, Inc. – April 30, 2015

7 Exhibit AC – Certificate of Restatement of the Articles of Incorporation of Sierra Park
8 Water Company, Inc. – May 28, 2013

9 Exhibit AD – California Public Utilities Commission – Decision Resolving a Complaint
10 and Authorizing a Certificate of Public Convenience and Necessity as
11 Modified – Decision 16-01-047 – January 28, 2016

12 Exhibit AE – Sierra Park Water Company, Inc. - Tier 1 letter to the California Public
13 Utilities Commission – April 4, 2016

14 Exhibit AF – California Public Utilities Commission – Disposition of Sierra Park Water
15 Company Advice Letter Number 1 – June 1, 2016

16 Exhibit AG – Sierra Park Water Company, Inc. – WTD 400 – Tariff Book – April 4,
17 2016

18 Exhibit AH – Bylaws of the Plaintiff – May 26, 2013

19 Exhibit AI – Plaintiff Newsletter – Volume 4.1 – August 2016

20 Exhibit AJ – Sierra Park Water Company, Inc. Newsletter – Volume 4.1 – August 2016

21 Exhibit AK – Plaintiff’s Annual Meeting Minutes – May 29, 2016

22 Exhibit AL – Plaintiff’s Claim and ORDER to Go to Small Claims Court – SC-100 – July
23 6, 2016

24 Exhibit AL-2 – Plaintiff’s Demand Letter related to SC19419 – October 27, 2016
25

1 Exhibit AM – CODE OF CIVIL PROCEDURE - SECTION 116.510-116.570 as of
2 October 13, 2016

3 Exhibit AN – California Civil Code (CIV) 845 (Enacted 1872.) – as of October 9, 2016

4 Exhibit AO – Bylaws of OFSRA – December 1, 1984

5 Exhibit AP – OFSRA and OFSHA Annual Meeting Notice and Proxy Statement – May
6 2007

7 Exhibit AQ – Plaintiff’s Annual Meeting Minutes – May 25, 2014

8 Exhibit AR – Plaintiff’s Annual Meeting Minutes – May, 24, 2015

9 Exhibit AR-1 – Plaintiff’s May 2013 Newsletter – June 2013

10 Exhibit AR-2 – OFSRA Compiled Financial Statements – May 31, 2016

11 Exhibit AS – Pierson v. Bradfield, 43 Cal. App. 2d 519 – March 18, 1941

12 Exhibit AT – Safwenberg v. Marquez, 50 Cal. App. 3d 302 – July 31, 1975

13 Exhibit AU – Opinion AG 04-809– Attorney General Bill Lockyer – July 14, 2005

14 Exhibit AV – California Land Surveyors Association – Discussion – Who owns the land
15 under the roads in a California subdivision – July 14, 2005

16 Exhibit AW – Neff v. Ernst, 48 Cal 2d 628 – May 31, 1957

17
18 **VI. ACKNOWLEDGEMENT.**

19 This Brief is the result of a collaborative effort between parties currently being sued by
20 the Plaintiff in Small Claims Court, two past OFSRA Presidents (Charles Varvayanis and Fred
21 Coleman), one past OFSRA Vice President (Steve Wallace), one past OFSHA BOD member
22 Larry Vaughn) and an external party familiar with the Plaintiff and the subdivision. A portion of
23 the information used in the Brief was learned from two additional past OFSRA Presidents,
24 several additional past OFSRA and OFSHA BOD members and greater than twenty past and
25 present parcel owners in the subdivision.

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VII. VERIFICATION.

We are the Defendants in the above matter; the statements in the foregoing document are true of our knowledge.

DATED: November 13, 2016

Respectfully submitted,

By: _____
Denise Bettencourt
Robbie Bettencourt