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9 ROBERT FRANKO, JR., and HUNG HA

10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF RIVERSIDE**

13 WEBER VALLEY HEIGHTS ASSOCIATION,)
14 an unincorporated association;)
15 DEBORAH ST. PIERRE, an individual;)
16 ROBERT FRANKO, JR., an individual;)
17 HUNG HA, an individual;)
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19 Plaintiffs,)
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21 vs.)
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23 GREGORY E. REED, an individual, et al.)

24 CASE NO.: MCC 1701320
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26 **DECLARATION OF DEBORAH ST. PIERRE IN SUPPORT OF
27 PLAINTIFFS' MOTION FOR
28 JUDGMENT PURSUANT TO CODE OF
CIVIL PROCEDURE SECTION 664.6,
OR IN THE ALTERNATIVE, FOR A
PRELIMINARY INJUNCTION**

Hearing
Date: February 26, 2020
Time: 8:30 am
Dept.: S302

[RESERVATION ID: RES98616]

LOBB & CLIFF, LLP
4160 TEMESCAL CANYON RD., SUITE 202
CORONA, CA 92883

DECLARATION OF DEBORAH ST. PIERRE

I, Deborah St. Pierre, declare as follows:

1. I am a plaintiff in this action, and am over the age of eighteen years old. If called as a witness, I could and would competently testify to the matters contained below as they are based on my own personal knowledge.

2. I live at 44135 Perryman Lane in unincorporated Riverside County, near Hemet, California. I live near to the properties owned by Defendants Greg and Sherry Reed and Lisa Wrench (“Defendants”). I executed the settlement agreement attached to the concurrently filed motion.

3. The photographs below are an accurate depiction of the roadway at the southwest portion of the property owned by Ms. Wrench at the time I executed the settlement agreement in this lawsuit. The photo on the left clearly shows the road. In the photo on the right, a portion of the road can be seen to the right. As shown in the photographs, running downward to the left of the road is a gully. Whenever there is rain, water flows down into this gully area, creating mud and slippery conditions. Not surprisingly, in the decades since I have lived at my property, I and all other residents have used the well-traveled road shown here.



1 4. After the agreement was signed, I observed that Ms. Wrench had graded a “new”
2 road, directly down in the gully area. The photograph below is an accurate depiction of the “road”
3 she created down below the road, in the gully. The road is to the left of the poles and bends to the
4 right in the background. The existing, compliant road is on the right, above the gully. I have
5 personally observed muddy and slippery conditions in this area after rains.



17 5. The photographs below and at the top of the following page are also accurate
18 depictions of the “new” road in the foreground, down in the gully area. The road that has been used
19 by all of the residents can be seen in the background.



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6. In addition to grading this “new” road, Ms. Wrench has erected poles—clearly in advance of putting up a gate or other obstacle—narrowing that roadway from the agreed-upon 20 feet to 15 feet. Below are accurate depictions of these poles.



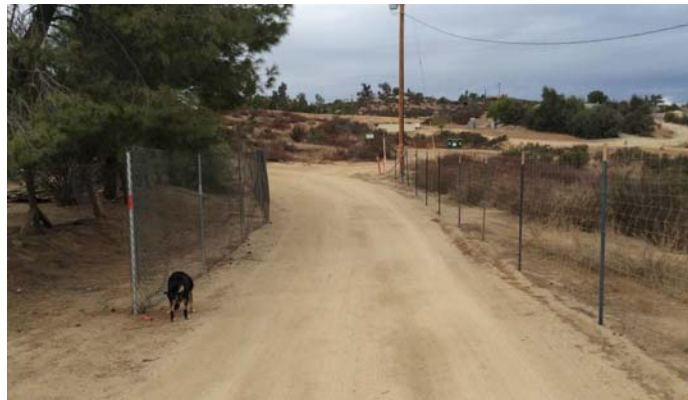
7. The photograph at the top of the following page is an accurate depiction of a measurement taken of the distance between the poles, showing a distance of 15 feet between them. I was present when the measurement was taken.



8. On January 26, 2020, I met with a code enforcement officer at the “new” road graded by Ms. Wrench. The officer informed me that the new road was not permitted, because it was in a natural waterway. The officer informed me that if a road would actually be put in the gully area (which is not permitted in the settlement agreement in any event), Ms. Wrench would have to obtain a permit, replace the dirt, create drainage flows for rainfall, and regrade and compact the dirt. The code enforcement officer gave me a case number, CV 1903110.

9. The photographs on the following page are accurate depictions of the roadway as one approaches the northern edge of the Reeds’ property.

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1 10. Since the Settlement Agreement was signed, the Reeds have erected a fence that
2 turns the sweeping curve into a blind, sharp turn. The photographs below are accurate depictions of
3 the fence as one approaches the curve at the northern edge of the Reeds' property.



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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 30, 2020, in Riverside County, California.


Deborah St. Pierre

LOBB & CLIFF, LLP
4160 TEMESCAL CANYON RD., SUITE 202
CORONA, CA 92883

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 4160 Temescal Canyon Rd., Suite 202, Corona, CA 92883.

On January 30, 2020, I served the foregoing documents by placing a true copy thereof enclosed in a sealed envelope and addressed as stated below:

DOCUMENTS SERVED: **DECLARATION OF DEBORAH ST. PIERRE IN SUPPORT OF PLAINTIFFS' MOTION FOR JUDGMENT PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 664.6, OR IN THE ALTERNATIVE, FOR A PRELIMINARY INJUNCTION**

SERVED UPON:	Mark L. Eisenhut Call & Jensen 610 Newport Center Dr., Suite 700 Newport Beach, CA 92660 Tel: (949)717-3000 meisenhut@calljensen.com <i>(Attorneys for Defs. Gregory and Sherry Reed)</i> *BY EMAIL & MAIL	Thomas S. Gruenbeck Attorney at Law 23120 Alicia Parkway, Suite 223 Mission Viejo, CA 92692 Tel: (949)453-1874 thomasgruenbeck@gmail.com <i>(Attorney for Def. Lisa Wrench)</i> **BY PERSONAL SERVICE
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X **(By Mail) *as indicated above** - I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Corona, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(By Facsimile) I served the above-described document on the interested parties in this action by sending a true copy thereof by facsimile transmission pursuant to *California Rules of Court*, Rule 2008, from facsimile machine number (951) 788-0766. The facsimile machine I used complied with *California Rules of Court*, Rule 2008, and no error was reported by the machine. Pursuant to Rule 2008(e)(3), I caused the machine to print a transmission record of the transmission.

X **(By E-mail or Electronic Transmission) *as indicated above** - Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(By Overnight Mail) I am "readily familiar" with the firm's practice of collection and processing correspondence for overnight delivery of documents. Under that practice it would be delivered to an authorized agent or driver of UPS/Federal Express with the fees paid or provided for on the date of service and delivered the next day.

X **(By Personal Service) **as indicated above** - I caused such envelope to be hand delivered to the offices(s) of the addressee(s).

X **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed January 30, 2020, at Corona, California.



JAN DIEBOLD

LOBB & CLIFF, LLP
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