

1 René La Forge  
P.O. Box 187  
2 Mi Wuk Village, CA 95346  
Telephone: (209) 532-5200  
3 e-mail: laforgerene76@gmail.com  
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5 SUPERIOR COURT OF CALIFORNIA, COUNTY OF TUOLUMNE

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7 Sierra Park Services, Inc., ) No: SC19410  
8 Plaintiff, )  
9 vs. ) TRIAL SYNOPSIS  
10 René La Forge, ) DATE: April 21, 2017  
11 Defendant. ) TIME: 10:30 a.m.  
 ) DEPT: 3  
 ) JUDGE: Kate Powell Segerstrom  
 )

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13 **I. INTRODUCTION.**

14 In 1946 Odd Fellows Sierra Recreation Association, Inc. (OFSRA) was formed to  
15 purchase a track of land in Tuolumne County, CA, subdivide the land in to a subdivision known  
16 as I.O.O.F. Odd Fellows Sierra Camp (the Subdivision) and sell the resulting lots. In 1950  
17 OFSRA placed CC&Rs against the Subdivision lots. OFSRA maintained the subdivision and  
18 assessed its membership via the CC&Rs. The CC&Rs contained a sunset clause that would  
19 expire the CC&Rs in twenty-five years unless renewed by the membership of OFSRA. The  
20 membership did not renew the CC&Rs and they expired in 1975. In 1975 100% of the  
21 subdivision lot owners were members of OFSRA. The vast majority of the subdivision lot  
22 owners continued paying the bills presented by OFSRA because OFSRA projects were selected  
23 and approved by the membership and OFSRA deliver the projects at reasonable prices.

24 Slowly over time and reaching an apex in 2011, the number of the subdivision lot owners  
25 that were also OFSRA members declined to well under 30%. Simultaneously OFSRA was

1 selecting projects of its own decision and OFSRA delivered the projects at un-reasonable prices.  
2 The subdivision lot owners were no longer satisfied with OFSRA. OFSRA being aware of the  
3 extreme dissatisfaction and fearing repercussions spun off the majority of its projects to Sierra  
4 Park Services, Inc. (Plaintiff) in 2013. The Plaintiff also selected projects of its own decision  
5 and the Plaintiff delivers the projects at un-reasonable prices. Having no contract or other  
6 agreement with the Plaintiff, certain subdivision lot owners have not paid the bills presented by  
7 the Plaintiff.

## 8 9 **II. THE CASE.**

10 In 2016 the Plaintiff sued parties that did not pay bills issued by the Plaintiff. The matter  
11 of Sierra Park Services, Inc. vs. René La Forge, was filed in the Superior Court of California in  
12 Tuolumne County as SC19410. SC19410 came to trial April 21, 2017 at 10:30 a.m., in  
13 department 3 with Judge Kate Powell Segerstrom presiding.

14 The Judge asked the Plaintiff to present its case. The plaintiff enumerated what it had  
15 billed for.

16 The Judge asked if there was a contract or other agreement in place with René La Forge  
17 (Defendant). The plaintiff answered no.

18 The judge asked what was the basis for the claim? The plaintiff responded it was based  
19 on Civil Code 845 through: 1) An easement it received via the purchase of a lot within the  
20 subdivision on March 9, 2017. 2) A “Memorandum of Understanding Concerning Sierra Park  
21 Operations and Maintenance” unilaterally signed by the Plaintiff only on March 1, 2017, stating  
22 it is acting as its OFSRA agent in all capacities including maintenance and billing and as such  
23 enjoys OFSRA’s easement to the roads.

24 The judge asked if any deed or other document granted an easement to the roads to the  
25 Plaintiff or OFSRA. The Plaintiff answered “No”, but the Plaintiff had obtained the opinion of a

1 Civil Engineer licensed in the State of California saying the roads are owned by Odd Fellows  
2 Sierra Park. The plaintiff presented a document labeled “Exhibit 3”. The statement and  
3 document beg the question: Who or what is Odd Fellows Sierra Park? This was not addressed.

4 The judge asked the name of the licensed Civil Engineer who provided the opinion. The  
5 plaintiff answered they were not willing to provide the name of the Civil Engineer.

6 The judge commented: “Well, there you have it.”

7 The Judge stated she had heard other cases related to and filed by the Plaintiff (SC19412,  
8 SC19414, SC19417 and SC19417) and she had reviewed and was familiar with the subdivision  
9 map and other documents.

10 The Judge then said:

- 11 1) The subdivision map does not dedicate the roads or any easement or right of way to  
12 the roads to anyone.
- 13 2) None of the grant deeds, Plaintiff, Defendant or OFSRA, contains an easement or  
14 right of way of any type.
- 15 3) The first twelve words of CV 845 say it all; “The owner of any easement in the  
16 nature of a private right-of-way...” The Plaintiff had not demonstrated ownership of  
17 any easement.
- 18 4) The plaintiff and the Defendant would need to be joined by a contract, other  
19 agreement or easement.
- 20 5) Since the neither the Plaintiff nor Defendant are the owner of any easement in the  
21 nature of a private right-of-way, there is no basis for the claim.

### 22 23 **III. THE OUTCOME.**

24 Since there was no basis for the claim, the case was dismissed.  
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1 **VII. VERIFICATION.**

2 I was present at the above trial; the statements in the foregoing document are true of my  
3 knowledge.

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6 DATED: August 1, 2017

Respectfully submitted,

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8 By: *Charles P. Varvayanis*  
9 Charles P. Varvayanis