

PLAINTIFF'S TIMELINE

NOTE

*All attachments referred to below are part of the Memo to Small Claims Judge.
They are filed at the back of that tab in the binder.*

1971

- Developer of LARWIN MESA VIEW No. 12 subdivision builds Markab Drive homes (including plaintiff's residence, 11390 Markab Dr.) at west end of subdivision.
- All Markab Drive properties left unenclosed.

DECEMBER 1971

- Plaintiff's husband purchases the unenclosed 11390 Markab Dr. property (in the LARWIN MESA VIEW No. 12 subdivision).
- Within a couple of years after moving in, plaintiff's husband fully encloses his property with wood fencing.

1975

- Developer of MIRA MESA NORTH No. 2 subdivision builds Menkar Road homes (including defendant's residence, 8491 Menkar Rd.) at east end of subdivision. Properties are staggered such that 2 homes on Menkar (8485 Menkar Rd., to the south, and 8491 Menkar Rd., to the north) adjoin plaintiff's property.
See page 2 of Memo to Small Claims Judge, plus Attachment 1 and Attachment 4.
- Before building any new homes—including the defendant's—developer encloses the area with a run of subdivision boundary fencing, set back 21" from plaintiff's husband's wood fence (on the western boundary line of his property), thus establishing a 21-inch clearing between adjoining subdivisions, and preventing future residents of the new MIRA MESA NORTH No. 2 subdivision from having direct access to plaintiff's property.
- That 21-inch clearing between subdivisions still exists today, as documented in Attachment 2.

1981

- Plaintiff moves into 11390 Markab Dr. residence.

LATE 1990'S

- The 8485 Menkar Rd. property southwest of plaintiff is owned and occupied by Gerald A. Williams, who purchased the property around June 1996.
 - Gerry Williams later moved to Romona, and converted the 8485 Menkar Rd. property into a rental.
 - He maintained his subdivision boundary fencing until one of his tenants removed it in 2010.
 - See page 3 of Memo to Small Claims Judge, plus Attachment 1 and Attachment 4.
- The 8491 Menkar Rd. property northwest of plaintiff (defendant's residence) is owned and occupied by Barbara & Jeff Vasquez.
 - The Vasquezes did **not** maintain their subdivision boundary fencing, which fell down in the late 1990s, before we built our masonry wall. See page 2 of Memo to Small Claims Judge for details.

APRIL–MAY 1999

- Plaintiff replaces wood fencing enclosing the west end of our 11390 Markab Dr. property with a masonry wall, fully located on our private property (i.e., to the east of our LARWIN MESA VIEW No. 12 subdivision boundary line).
- The wall built in 1999 enclosed 3 sides of plaintiff's property (west, north, and east) and cost \$18,683.36—a real bargain, since other estimates we were given started at \$35,000.
- Even so, our wall was constructed by some of the best masons in San Diego (two of their better-known local projects include additions to the Salk Institute and, more recently, construction of the hospital for wounded warriors at Camp Pendleton).
 - We pay union-scale wages, and everyone worked their hearts out for us, doing a terrific job and giving us all sorts of extras free of charge.
 - So our wall has special meaning for us, well beyond the large financial investment in our property that it represents.

FEBRUARY 2010

- Qinghao Xu and Yaquin Yu purchase the 8491 Menkar Rd. property northwest of plaintiff (defendant's residence) on 2/25/2010 (recorded 3/30/2010).
- The property is listed as “partially” fenced, because of missing subdivision boundary fencing in back (see Memo to Small Claims Judge, Attachment 3 for documentation).

17 JANUARY 2011

- Plaintiff's dispute with tenants in the 8485 Menkar Rd. rental property to our southwest, owned by Gerry Williams, begins.
- First oral complaint lodged by plaintiff's husband on 1/17/2011 after tenants' illegal construction of a two-story children's play structure, which gave anyone using it direct access to the top of our wall, our back garden, and our swimming pool. See page 3 of Memo to Small Claims Judge for details.

APRIL–MAY 2011

- Scheduled upgrades to plaintiff's masonry wall (including construction along southern property line, to replace our last wood fence) commence.

18 JUNE 2011

- First written complaint sent by plaintiff to owner and tenants of 8485 Menkar Rd. property, raising the issues of subdivision boundary fencing, illegal enclosure, and wrongful encroachment on our private property (and even more of a trespass onto the private property of our LARWIN MESA VIEW No. 12 subdivision neighbors to the south).

AUGUST 2011

- Plaintiff first contacts Qinghao, previous owner-occupant of 8491 Menkar Rd. (defendant's residence), regarding ongoing property dispute with the tenants and owner of the 8485 Menkar Rd. rental property next door.
Qinghao responds with courtesy, and a willingness to take immediate remedial action, earning plaintiff's good will.
- Planned upgrades to plaintiff's masonry wall completed, at a cost of \$23,872.19.
As of July 2015, plaintiff has invested a total of \$42,555.45 in the masonry wall enclosing our property, not including the costs of 2 oversized gates that complete the enclosure.

DECEMBER 2011

- After a lengthy and increasingly acrimonious dispute, the tenants of the 8485 Menkar Rd. rental property behind plaintiff finally replace the subdivision boundary fencing which they had torn down over a year before.
- To retaliate, they locate the new fence as close as they can get it to plaintiff's wall, well within the 21-inch clearing that had previously separated the (plaintiff's) LARWIN MESA VIEW No. 12 and (defendant's) MIRA MESA NORTH No. 2 subdivisions.

APRIL 2012

- Tenants in the 8485 Menkar Rd. rental property behind plaintiff move out.

JULY 2012

- New tenants move into the 8485 Menkar Rd. property behind plaintiff on 7/15/2012.

OCTOBER 2012

- Linda Lee Lewis (defendant) purchases the 8491 Menkar Rd. property from Xu Qinghao and Yu Yaquin on 10/26/2012 (recorded 11/8/2012).
See the back of this tab (directly following this Timeline) for copies of both 8491 Menkar Rd. grant deeds involving defendant.

DECEMBER 2012

- Defendant already making aggressive use of plaintiff's wall for illegal enclosure, as documented in photo taken on 12/2/2012 (see Memo to Small Claims Judge, Attachment 5).

MAY 2013

- Linda Lee Lewis (defendant) transfers the 8491 Menkar Rd. property to Linda L. Lewis, Trustee of the Linda L. Lewis Trust on 5/19/2013.
Copies of both 8491 Menkar Rd. grant deeds involving defendant are filed at the back of this tab (directly following this Timeline).

APRIL 2014

- Defendant has small house-like structure built at the rear of her back garden (see Attachment 6, pale blue roofline to the left of the red circle), after removing a large, mature palm tree to make room.

27 MAY 2014

- At 7:22 PM, plaintiff (and a neighbor) see an adolescent boy standing atop the northwest corner of plaintiff's wall, which he had accessed from the defendant's back garden during a birthday party.
See Memo to Small Claims Judge, Attachment 6 (area of trespass is marked by red circle).

28 MAY 2014

- Date of plaintiff's Demand Letter 1, informing defendant that all informal arrangements with previous owner-occupants of 8491 Menkar Rd. were rescinded; that defendant needed to stop using plaintiff's private property for enclosure; and that defendant needed to put up proper subdivision boundary fencing.
- Letter sent certified mail, with return receipt; signed for by defendant on 5/31/2014 (see binder for copies).
- Defendant did **not** contest or otherwise respond to Demand Letter 1. Defendant did not stop using plaintiff's private property, nor did she replace her subdivision boundary fencing.
- Defendant did, however, continue with her other home improvements. And she hosted 2 more boisterous parties in her back garden on 6/8/2014 and 6/22/2014.

3 AUGUST 2014

- Date of plaintiff's Demand Letter 2, informing defendant that if she didn't replace her MIRA MESA NORTH No. 2 subdivision boundary fencing within 2 months, I would charge her a monthly rental fee of \$55 for continuing use of our private property; that her first bill (in the amount of \$220, to cover the period June–September 2014) would be due in October 2014; but that I would waive all rental fees if proper subdivision boundary fencing was in place by the end of September 2014.
- Letter sent certified mail, with return receipt; signed for by defendant on 8/7/2014 (see binder for copies).
- Again, defendant did **not** contest Demand Letter 2 or otherwise respond to plaintiff; did not put up subdivision boundary fencing; continued using plaintiff's masonry wall for illegal enclosure; continued to make other improvements to her property; and hosted 2 more back-garden parties on 8/31/2014 and 9/3/2014.

30 SEPTEMBER 2014

- Cut-off date for defendant's rent-free use of plaintiff's wall, and date of Invoice No. 1, charging defendant \$220 for rent (as stipulated in Demand Letter 2). See binder for copy.
- Invoice No. 1 sent certified mail, with return receipt; delivery attempted, but **not** accepted by defendant.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

30 OCTOBER 2014

- Date of Invoice No. 2 (see binder for copy).
- Invoice No. 2 sent certified mail, with return receipt; delivery attempted, but **not** accepted by defendant.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not put up subdivision boundary fencing; continued using plaintiff's private property for illegal enclosure; and hosted another back-garden party on 11/6/2014.

7 NOVEMBER 2014

- Date of Invoice No. 3 (see binder for copy).
- Invoice No. 3 sent certified mail, with return receipt; delivery attempted, but **not** accepted by defendant.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

28 NOVEMBER 2014

- Date of Invoice No. 4 (see binder for copy).
- Invoice No. 4 sent FedEx 2Day, with Direct Signature required; delivery attempted, but **not** accepted by defendant.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

5 DECEMBER 2014

- Date of Invoice No. 5 (see binder for copy).
- Invoice No. 5 sent FedEx Standard Overnight, with Direct Signature required; delivery attempted, but "Refused by recipient" on 12/8/2014 at 11:15 AM (see Invoices tab of binder for documentation).
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not put up subdivision boundary fencing; continued using plaintiff's private property for illegal enclosure; and hosted another back-garden party on 12/7/2014.

15 DECEMBER 2014

- Date of Invoice No. 6 (see binder for copy).
- Invoice No. 6 sent UPS Ground, with Adult Signature required; delivery attempted, but **not** accepted by defendant.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not put up subdivision boundary fencing; continued using plaintiff's private property for illegal enclosure; and hosted another back-garden party on 12/20/2014.

22 DECEMBER 2014

- Plaintiff files suit in Small Claims Court. Hearing is scheduled for 4/22/2015, at 2:15 PM.

5 JANUARY 2015

- Date of Invoice No. 7 (see binder for copy) which was included — along with copies of outstanding Invoice Nos. 1-6, all marked "Copy of Unpaid Bill" — with service of "Plaintiff's Claim and Order to Go to Small Claims Court." Contractual language of Invoice No. 7 amended to read: "Your ongoing use of my private property constitutes your consent to the changed terms."
- Defendant served with court papers (form sc-100), and 7 invoices on 1/5/2015 at 7:10 PM.
- Again, defendant did **not** contest these contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

10 FEBRUARY 2015

- Date of Invoice No. 8 (see binder for copy). Sent regular mail.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

11 MARCH 2015

- Date of Invoice No. 9 (see binder for copy). Sent regular mail.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; continued using plaintiff's private property for illegal enclosure; and hosted another back-garden party on 3/29/2015.

2 APRIL 2015

- Date of Invoice No. 10 (see binder for copy). Sent regular mail.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

7 APRIL 2015

- Plaintiff receives "Notice of Rescheduled Hearing," delayed until: 7/15/2015.

15 APRIL 2015

- Date of Invoice No. 11 (see binder for copy). Sent regular mail.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

22 APRIL 2015

- Date of original scheduled hearing.
- Defendant spent this entire week, and the rest of the month of April, engaged in major home improvement projects.
- All the while, she continued using plaintiff's private property for illegal enclosure, choosing to incur more bad debt rather than rebuild her subdivision boundary fencing.

1 MAY 2015

- Date of Invoice No. 12 (see binder for copy). Sent regular mail.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

15 MAY 2015

- Date of Invoice No. 13 (see binder for copy). Sent regular mail.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

1 JUNE 2015

- Date of Invoice No. 14 (see binder for copy). Sent regular mail.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

15 JUNE 2015

- Date of Invoice No. 15 (see binder for copy). Sent regular mail.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; continued using plaintiff's private property for illegal enclosure; and hosted another back-garden party on 6/16/2015 (the very same day she received her 15th invoice).

1 JULY 2015

- Date of Invoice No. 16 (see binder for copy). Sent regular mail.
- Again, defendant did **not** contest prior contractual communications or otherwise respond to plaintiff; did not pay the rent owed; did not put up subdivision boundary fencing; and continued using plaintiff's private property for illegal enclosure.

15 JULY 2015

- Date of rescheduled hearing.