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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 08 2015

BY 
JESSICA JOANIS, DEPUTY

9 Attorney for Plaintiff, ARROWHEAD
10 WOODS ARCHITECTURAL COMMITTEE,
11 INC., a California corporation

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF SAN BERNARDINO CENTRAL DIVISION**

14 ARROWHEAD WOODS)
15 ARCHITECTURAL COMMITTEE)
16 INC., a California corporation,)
17 Plaintiff,)
18 vs.)
19 GEORGE D. HATT, DONNA R. HATT,)
20 and all persons unknown claiming any)
21 legal or equitable right, title, estate, lien)
22 or interest in the property described in)
23 the complaint, named as DOES 1 to 50,)
24 inclusive)
25 Defendants.)

Case No: CIVDS 1400240

DECLARATION OF STACEY LIPPERT

Date: November 10, 2015
Time: 8:30 a.m.
Dept: S-37

I, STACEY LIPPERT, declare as follows:

1. I am the Executive Director of Plaintiff herein. The matters declared to herein are with my own personal knowledge, and if called to, I could competently testify thereto.
2. Since I have been the Executive Director of the Plaintiff, over ten years, and prior to that, Plaintiff has been using the value of the tree as established by an arborist as a

1 measure of damages. From my review of the files of Plaintiff, there are at least 50 cases in
2 which Plaintiff has either litigated or made a non-litigation claim based upon the damages
3 based upon the value of the tree as established by the arborist. The Declaration of Restrictions,
4 in Article XII(b) allows the Plaintiff to recover damages for any violation of the Declaration of
5 Restrictions. The policy of Plaintiff has been to use the value of the tree which was either
6 removed or trimmed to establish the measure of damages. While there may be other methods
7 to establish a measure of damages, Plaintiff has always considered this to be a reasonable
8 method to establish the amount of damages for a tree removed by a property owner without
9 permission from Plaintiff.

10 3. This matter was initiated by a Complaint by an email sent to me by a
11 neighboring homeowner; Exhibit 63. After receiving the email, the Plaintiff's inspector was
12 sent. It was quickly apparent that the tree that was removed was living and was in the front
13 yard of the Plaintiff. Typically approval would not be given to remove such a tree, unless it
14 was in ill health or causing damage to a structure. Following the inspection, I instructed Mikael
15 Ottoson to prepare a report on the tree. The report showed that the tree had a health rating of
16 78%. There was no indication that the tree was causing damage to the structure. Based upon
17 the information available, there was no reason to believe that had Mr. Hatt applied for approval
18 to remove the tree prior to removing it, that approval would have been granted. Had Mr. Hatt
19 requested an inspection before removing the tree, it is possible that permission to remove it
20 would have been granted if there was evidence of problems. At the time the Complaint was
21 filed, there was no evidence available to Plaintiff that the tree was not in good health or was
22 causing any damage to the structure. Based upon AWAC's policies in place, which had been
23 continuous since before I was the Executive Director, AWAC proceeded to write the Hatts a
24 letter, have Mr. Wurm write letters and file the Complaint to recover damages and to stop Mr.
25 Hatt from cutting down more trees. Additionally, based upon Mr. Hatt's letter, it appeared that
26 he was not going to comply with Plaintiff's request that he not remove any further trees. His
27 reply letter (Exhibit 48) indicated that he did not accept Plaintiff's authority. He said "Please
28 take me to court – I will enjoy this defense".

1 4. My letter to Mr. Hatt, Exhibit 49, requested that if he had received approval for
2 trimming or removal from the County or utility agency, that he provide that information. My
3 letter requested that if he had any further information, that he provide that information to me. I
4 concluded by asking him, "Please do not trim or remove any trees without prior (Plaintiff's)
5 approval." He never agreed not to cut additional trees. It appeared necessary that in order to
6 stop him from cutting further trees, it was necessary to file for an injunction.

7 5. Plaintiff is a community organization, dedicated to preserving the forest in
8 Arrowhead Woods, protecting neighborhoods and property values in Arrowhead Woods. This
9 was the first litigation filed since the extension of Declaration of Restrictions. Because
10 Defendants challenged the authority of Plaintiff to enforce the Declaration of Restrictions, there
11 was no choice but to prosecute this action to establish Plaintiff's authority. From my records,
12 this is only the second matter in Plaintiff's history that has gone to trial. There was one other
13 matter in the 1990's that went to trial and was appealed, which was resolved in Plaintiff's
14 favor. In that case, the Court upheld monetary damages to Plaintiff based upon an arborist's
15 opinion of the value of the tree. Based on that result, Plaintiff has used an arborist's value of
16 the tree as a reasonable measure of damages. Plaintiff paid Mikael Ottoson \$1,230 for his
17 testimony. In addition to this case and the prior case that Plaintiff won at an appeal, there has
18 been at about 10-15 other litigation cases involving values of trees and unauthorized and
19 unapproved tree trimming and tree cutting. Those cases were resolved based upon the value of
20 the tree supplied by the arborist. There has been about 35-50 other cases that have not gone
21 into litigation in which property owners have either trimmed or removed trees without prior
22 approval from Plaintiff and have settled by payment to Plaintiff for damages based upon the
23 value of the tree established by arborists. AWAC, as a community organization, has always
24 tried to compromise claims when possible and has accepted payments from property owners. If
25 Mr. Hatt had presented photographs of the tree before it was cut and measurements of its
26 diameter, there is no doubt, this dispute would have been compromised. Instead, he tried to

1 destroy Plaintiff. That would have been disastrous to the Arrowhead Woods community.

2 I declare under penalty of perjury under the laws of the State of California the foregoing
3 to be true and correct, executed on 9/29, 2015 at Lake Arrowhead, California.

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5 STACEY LIPPERT
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1 **PROOF OF SERVICE**

2 I am employed in the County of San Bernardino, State of California. I am over the age
3 of 18 and not a party to the within action. My business address is Post Office Box 1875, Lake
4 Arrowhead, California, 92352.

5 On October 6, 2015, I caused to be served the document(s) described as
6 **DECLARATION OF STACEY LIPPERT** on the interested party(ies) in this action by
7 placing a true copy thereof enclosed in a sealed envelope and addressed as follows:

8 Timothy W. Brown
9 Bullard, Brown & Beal, LLP
3890 11th St. Suite 111
Riverside, CA 92501

10 **BY FACSIMILE:** I transmitted by facsimile machine, to the fax number indicated
11 below, a true and correct copy of the document described above to counsel indicated below.
12 The foregoing document was transmitted by facsimile transmission and the transmission was
reported as completed and without error.

13 **BY U.S. MAIL:** I caused such envelope(s) to be deposited in the mail at Lake
14 Arrowhead, California, with the postage thereon fully prepaid. I am "readily familiar" with the
15 firm's practice of collection and processing correspondence for mailing. It is deposited with
16 U.S. Postal Service on that same day in the ordinary course of business. I am aware that on
motion of the party(ies) served, service is presumed invalid if postal cancellation date or
postage meter date is more than one day after the date of deposit for mailing in affidavit.

17 **BY PERSONAL SERVICE:** I caused a true copy of said document(s) to be hand-
18 delivered to the addressee(s) via a person who is not a party to this action or a California
19 registered process server. If required, said registered process server's original proof of personal
service will be filed with the court immediately upon its receipt.

20 **BY ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of
21 the parties to accept service by electronic transmission, I caused the documents to be sent to the
22 persons at the electronic notification addresses listed.

23 **STATE:** I declare under penalty of perjury that the foregoing is true and correct and
24 this document was executed on October 6, 2015, at Lake Arrowhead, California.

25 **FEDERAL:** I declare that I am employed in the office of a member of the bar of the
26 Court at whose direction the service was made.

27 
Suzanne DeSalle