

# Information regarding alleged abuses of weed abatement regulations by Fire Prevention Services

## Fire district dumps weed removal company

North County Times

12/25/04

By: ANNE RILEY-KATZ - Staff Writer

FALLBROOK ---- Directors of the North County Fire Protection District pulled the district's weed abatement contract from a San Diego company Tuesday evening, leaving the district two months to come up with a new brush-clearing plan.

The board voted 3-0 to terminate the contract, opting to exercise a clause in the year-to-year contract allowing termination by either party with 60 days of written notice. Directors Gary Ungricht and Ed Williams were absent.

Fire Prevention Services Inc. has been under contract to provide property inspection and brush-clearing services to the 90-square-mile district since September 2002. Unless otherwise specified, the contract would have been automatically renewed every year for a period of five years. The San Diego-based firm handles property inspection and brush clearing for 14 San Diego County fire agencies, including Oceanside and San Marcos.

The firm was selected for the contract, previously handled by the district, in a move to minimize fire threat to the Fallbrook area after the 2002 Gavilan fire destroyed about 6,000 acres of land and 43 homes.

The move to end the contract was prompted by multiple resident complaints about the company in the past several months.

At Tuesday's meeting, with Fire Prevention Services officials in attendance, several residents spoke in favor of the board's action.

District resident Steve LeFevre, who co-owns 34 acres of property near Pala Mesa, addressed the board at length regarding a \$10,000 bill he said he received from Fire Prevention Services this month. LeFevre said he felt "financially violated" by the company's practice of conducting both property inspection and the prescribed brush clearing.

"I'd rather spend \$10,000 on an attorney than pay this bill," he said at the meeting.

Greg Davis, general manager of Fire Prevention Services, spoke at the meeting before the board's vote and agreed with district staff recommendations that the contract be ended.

"Unfortunately, it looks like this marriage is over," Davis said.

Davis noted that all weed abatement work was approved by North County Fire Marshal Steve

Abbott, who inspected properties before work was undertaken.

"Once the fire marshal authorizes the abatement, we are legally bound by our contract to do the work," Davis said after the meeting.

County requirements mandate that brush and weeds be cleared within 10 feet of roadways and 100 feet of structures.

Fire Prevention Services handles all inspection, notices and abatement, including mowing, debris removal and brush clearing along driveways, roads and structures in the district, but the company does not bill the district. Instead, the company makes its money by inspecting property and billing property owners whose land is deemed out of compliance.

Fire Chief Bill Metcalf described the district's history with the program as a "challenge," despite brush clearing results he called very successful.

"In the past, district residents had expressed a good deal of unhappiness (with Fire Prevention Services) largely related to customer service and not returning phone calls," Metcalf said before Tuesday's meeting. "We had a meeting with FPS representatives and they agreed they would make better efforts, and the past year has been relatively quiet until last meeting, when it became clear that we were back to the old situation.

"Basically, our position is that we need brush cleared, but in a way that treats our customers the way we want them to be treated," Metcalf said.

Kenny Osborn, president of Fire Prevention Services, said a lack of positive feedback from residents likely influenced the district's decision.

"By nature of the contract, the only people being noticed are those in violation (of brush-clearing requirements)," Osborn said. "Fallbrook lost a lot of homes in the fires, and the fuel loading and fire concerns are still there. Unfortunately, some boards make the mistake of listening to the 50 people who are unhappy rather than the 5,000 people who are quiet and happy."

Osborn also attributed some of the complaints to district-requested service modifications, including a request that all complaints be directed to the district, rather than allowing the company itself to address the issues.

The North County district does not yet have a substitute abatement plan, but Metcalf said he would present options to the board at the next meeting on Sept. 28, and that any plan would be likely to place more focus on education and use forced abatement as a last resort.

"This doesn't mean we will back off on reducing brush, it's the single biggest risk in this community," Metcalf said. "We can't afford not to take an aggressive approach to clearing brush in our community."

Contact staff writer Anne Riley-Katz at (760) 731-5799 or [ariley-katz@nctimes.com](mailto:ariley-katz@nctimes.com).

August 26, 2008

Mike Margot  
Fire Marshall  
City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054

RE: Dispute of Financial Charges from Fire Prevention Inc.

Dear Mr. Margot

The Center for Natural Lands Management owns a dedicated nature preserve in Oceanside (APN 157-021-055) which it has managed for over 10 years. As part of our management, and as part of our fuel abatement requirements, we are required to clear up to 50 feet along our southwest property line along some existing homes. There is an additional 50-80 feet from our property line to the existing homes that is owned by these homeowners.

For the last 10 years, we have always mowed the dry weeds and grasses from our fence line out into the preserve. We have received notices from Fire Prevention, Inc. (FPI) in the past, and have discussed our requirements with them and have agreed that this is our requirement to be in compliance with the City of Oceanside.

On or about June 18, 2008, we received an abatement notice from FPI. We subsequently mowed and cleared our brush as agreed upon with FPI years ago. We then received a second notice from FPI on or about August 14, 2008 that we had not abated the fuel and that we had 10 days to clear or we would be charged an administrative fee and the area would be forcibly abated by a City contractor.

On August 19, 2008 (the following Monday when my staff member received the notice from our front office), we called Michael Varner of FPI and left a message with him to let him know that we completed our clearing in June. He called back a few days later and left a message that it had not been done. The abatement notice was not clear exactly as to what needed to be cleared. My staff member and Michael then played phone tag until they finally were able to talk to one another on August 22. On August 24, they met in the field and FPI explained that a small amount of weeds along a culvert needed to be cleared in addition to the area we already cleared. We have never had to clear this area, and we are not certain that it is even on our property. But by that time, according to FPI, we were already in violation of the abatement notice and we were told we would be charged the \$350 administrative fee.

We would like to dispute this charge. First, the area that we have been clearing has been the same for 10 years and the precedent has already been set for this area via our previous agreement with the FPI. Second, we never cleared the small amount along the culvert, which also doesn't pose a threat to neighboring homes as it is about 60-80 feet from any structure and separated from other stands of vegetation by a 30 foot cement culvert. Last, we made all attempts in the

short 10 day period to call FPI and determine what FPI wanted us to do, which wasn't clear in the notice.

FPI could have just called us and told us what they wanted us to do, but they just claimed we were in violation and did not provide sufficient documentation of what was actually needed. We are willing to abate this area in the future and will clear this area in the next week or so, but we feel that no administrative fee should be charged to the Center.

Please advise us of how this situation should be remedied. We will not pay any fee until we receive information from you. If you have questions, please call me.

Sincerely,

Markus Spiegelberg  
San Diego Area Manager  
Center for Natural Lands Management  
215 West Ash Street  
Fallbrook, CA 92028  
(619) 295-4953

CC: Ken Osborn, Fire Prevention Inc.

On Behalf of the Entire  
Community of Idyllwild

P O Box 3475  
Idyllwild CA 92549-3475

December 10, 2008

**Attn: Mr. Alvarado, Investigator**  
**Contractors State License Board**  
**San Bernardino Investigative Center**  
1845 Business Center Drive, Suite 206  
San Bernardino CA 92408-3467

**In Re: Fire Prevention Services, Inc.**  
**Ken Osborn - President**  
**Roger Christianson, Esq. - VP/LC**  
**Dave Biber - Vice President**  
**Jessica Morgan - Administrator**  
**Dennis Aberth - Estimator**  
**Ron Osborn - Field Operations**

**Case #: Complaint Number NA 2008 2073**

Dear Mr. Alvarado,

On August 4, 2008, on behalf of the entire community of Idyllwild, we filed a complaint against FPSI with the Contractors State License Board. The items of complaint were;

- Unlicensed Contractor
- Unlicensed Contractor Advertising Services
- Corporate Officer Engaging in the Business of a Contractor
- Corporate Officer and Unlicensed Contractor signing Contract with a Public Agency
- Corporate Officer and Unlicensed Contractor taking Security Interest to secure Payment in the form of Tax Liens.

On approximately August 14, 2008 we sent a follow-up letter to the Contractors State License Board regarding Fire Prevention Services, Inc. We outlined in this letter the California Codes 7026, CC7026.1, CC7026.1(d), CC7028.5, CC7028.6, CC7028(a), CC7028.2, CC7027.1(a), CC7027.1(b), CC7027.1(d), CC7028.15(a), CC7028.15(e), CC7028.7 and CC7028.15 that applied to the complaint filed with the Contractors Board. We also included a copy of the Contract.

Further, we sent you an outline of 31 Fire Districts and/or Cities that are listed on FPSI's Website as being contracted to FPSI. We highlighted in this outline the Districts and/or Cities that we could trace back to the District and/or Cities via their Websites.

Additionally, we sent a complete copy of FPSI's Website. We followed this up with further information regarding the fact that FPSI is also known as E & J Weeds, E & J Weed Abatement, Got-Weeds and The Clearing Head. All of the above-mentioned have the same address P O BOX 1720 El Cajon CA 92022-1720. FPSI uses the following phone numbers 866-779-3774, 619-562-1058, 951-665-3148 Fax 619-445-6336. E & J Weeds uses the following phone numbers 619-697-0696, Fax 619-562-0227. The contact person at all numbers is Dennis Aberth.

On August 26, 2008 this complaint was assigned to investigator, Mr. John L. Anderson, in the San Bernardino office of the Contractors State License Board. On approximately September 27, 2008 the investigator called and stated that he would investigate FPSI and that he would not drop the ball. He stated that he understood the magnitude of this situation. We have had no contact with the investigator since this conversation.

We sent another follow-up letter on October 28, 2008. We outlined in this detailed letter that it is not just a "conflict of interest" FPSI creates with its illegal contracts.

On approximately November 23, 2008 we requested that our Complaint NA 2008002073 be amended to include all of the following names for Fire Prevention Services, Inc., E & J Weed Abatement, E & J Weeds, Got-Weeds and The Clearing Head. As far as we can determine by the State Contractors Board Website none of these businesses have a Contractor's License. We are also requesting an expedited review of our complaint, as the contract between FPSI and IFPD is about to automatically renew.

We would like to outline for you why this investigation has such a great magnitude. The above-mentioned companies/corporation have been doing business with numerous southern California cities/districts from San Diego to Fresno for over 26 years without a Contractor's License. During this time they have amassed great ill-gotten wealth.

The citizens of Idyllwild are astute to the fact that Idyllwild Fire Protection District (hereafter IFPD) board authorized the department to enter into an illegal contract with Fire Prevention Services, Inc. (hereafter FPSI). In fact, California Code 7028.15(a) states, in part, "It is a misdemeanor for any person to submit a bid to a Public Agency in order to engage in the business or act in the capacity of a Contractor within the State without having a license. Additionally, CC7028.15(e) states, in part, "A bid submitted to a Public Agency by a Contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the Public Agency .... Any Contract awarded to .... A Contractor who is not licensed pursuant to this chapter is Void.

Therefore, FPSI and IFPD are separate entities that joined together in an illegal Contract for the express purpose of charging and collecting Forced Abatement Fees without performing the services in a legal manner and to defraud the citizens of Idyllwild.

Further, FPSI acted in violation of Federal Mail and Wire Fraud Statutes, 18 USC 1341, including the use of the Mail on April 17, 2008, to transmit false representations claiming that all of the citizens of Idyllwild were in violation of Fire Ordinance 2007-001.

In addition, FPSI indicated that they represented IFPD and Inspector, respectively, when they were not, with the expressed intention of defrauding the citizens of Idyllwild by charging fees for Forced Abatement that were not due and owing. California Code 13871(c) states, "Every person who falsely personates a member of a district board, officer or employee of a district is guilty of a misdemeanor."

The citizens of Idyllwild are informed, and allege, that FPSI, an unlicensed Contractor, under the color of authority, threatened Forced Abatement and in fact extorted money for the citizens of Idyllwild by;

- Submitting fraudulent abatement notices that were approved by IFPD.
- Charging excessive forced abatement fees totally awry with industry & community standards.
- Placing tax assessments against the citizens of Idyllwild's properties and
- Recording the tax liens with the County of Riverside Tax Assessors Office.

The facts are, FPSI's purpose was to compel the citizens of Idyllwild into paying the forced abatement charges. The acts of FPSI were done with a conscious disregard of the citizens of Idyllwild's rights and with the specific intent to defraud the citizens of Idyllwild. This conduct by FPSI constitutes a pattern of racketeering activity, carried out by an ordinary occupation, and violates the Federal Racketeering Influenced Corrupt Organizations Act, 18 USC 1961. As a direct result, FPSI has obtained money from the citizens of Idyllwild to which FPSI is not entitled, and which they would not have obtained had the citizens of Idyllwild known the true facts.

Now, as you can ascertain, the above acts need only to be multiplied by the number of cities/districts FPSI has written illegal contracts with and the number of years (over 26) they have been involved in scheming Southern California. Whatever the result, it has been an enormous amount of time and

restitution from this illegal Contractor and his partners is long overdue.

In closing, we would like to thank you for your prompt assistance to resolve the above-mentioned matter.

Sincerely,

Colleen McDonald  
On Behalf of the Community of Idyllwild  
P O Box 3475  
Idyllwild CA 92549-3475

## Public to pay \$13,943 of \$16,943 weed clearing bill

**Ramona Sentinel**  
**2/9/09**

Chuck Preble  
Email:news@ramonasentinel.com

"This is a good example of how we should learn to do something right that was done wrong," Ramona Municipal Water District (RMWD) Board member Darrell Beck said during the Jan. 27 board meeting.

Beck was referring to an issue that had been presented to the board in November 2008 by Kevin and Carolina Leap, who had a \$16,943 tax lien placed on their Ramona property for not paying for weed abatement performed by Fire Prevention Services (FPS), a firm contracted by RMWD for weed and brush abatement. The board had agreed to temporarily release the lien on the Leap property until further investigation was conducted by a RMWD Ad Hoc committee made up of board members Doug Wilsman and Jim Robinson. Wilsman resigned from the water board in December 2008 for health reasons and was replaced on this ad hoc committee by RMWD General Manager Ralph McIntosh.

Fire Prevention Services charged for clearing 370 cubic yards of the Leap property. According to the property owners, FPS did not have accurate records available, nor was the family given sufficient notice that the services would be conducted. A report presented to the RMWD states that FPS sent four notices to Leap but all were returned as "unable to forward."

Fire Prevention Services was incorporated in 1995 and receives revenues through weed abatement and brush management. The firm is under contract with 40 different agencies and has an in-house goal of a fire/safety violation free California. According to the firm's Web site, individuals can request "information regarding a bill you received or request an estimate to have your property cleared."

The ad hoc committee's recommendation to the RMWD Board was to reduce the amount owed FPS by the Leaps to \$3,000 and pay the remaining \$13,943.46 with monies from the Fire Department's current 2008-09 budget.

The committee found that Leap had not been aware that his property was not in compliance with current fire regulations. According to Leap, and verified by the committee, the property owner did not receive proper notification of a violation.

"Letters and notices came back to FPS as undeliverable, unclaimed and unsigned," said Leap. This was because FPS was sending the notices to the wrong address.

"My question to you now is, if I was not notified appropriately, why should I be responsible for any charges?" asked Leap. "I was not given the opportunity to correct the violation myself, if I was even in violation at all."

During their investigation, the committee members determined that phone calls and registered letters sent by Leap to the fire marshal went unanswered. Representatives of Cal Fire told the Ad Hoc committee that the fire marshal took full blame for the lack of response to the letter, phone calls and oversight into the issue.

"It clearly states in your own ordinance that only 50 percent clearance is recommended," Leap said. "That clearance was already done by myself. Had it not been, I never would have been approved for permits to build an additional structure on the property. FPS came in and cleared 100 percent of my property and butchered it in the process."

"I have a consistent record of compliance, as you will see in the building permits filed by the fire district, and the six on-site building inspections from 2003 to 2008. Not once was I found to be in violation of weeds. In fact, when asked to put in a 2,500-gallon reserve water tank, I put in a 5,000-gallon tank."

The committee concluded that there was inadequate notification, and inadequate communication between the Leaps and FPS, Cal Fire and the district. It also found a lack of will to respond to the Leaps by FPS and Cal Fire.

"I think this whole thing is a screwy deal and should never have happened," said board member Red Hager. "The water district has some responsibility in this and whether the fee of \$3,000 is fair or not, I don't know. But I do have a problem that money is going to be taken from the funds for the fire department."

The committee agreed that the nearly \$17,000 charged to Leap by FPS was exorbitant. McIntosh contacted two independent contractors for bids on similar weed abatement assignments.

"One company came back with a \$3,000 estimate and the other with a \$2,000 to \$3,000 estimate," McIntosh said.

McIntosh also reviewed 18 other abated properties placed on the tax rolls along with the Leaps. He found some parcels with the same square footage or more than the Leaps that were charged far less than the Leaps. Some properties that were nearly two times the square footage were charged \$2,000 to \$3,000.

When asked what he (Leap) thought would be a fair figure, Leap replied, "I would say \$1,000 would be reasonable. The estimates you have received for \$2,000 to \$3,000 is for that entire amount of abatement rather than the 50 percent you stress in your ordinance."

The ad hoc committee conclusions to the district were that there is enough blame in the entire process to go around — the district, Cal Fire, FPS and even the property owner. Control was lost between the district and the contractor, FPS, the committee concluded. According to the report the committee filed, there was inadequate notification and inadequate communication between the Leaps and FPS, Cal Fire and the district, and that charges rendered to the Leaps are inappropriate.

"There has to be a fair settlement," said Beck. "The work performed by FPS was approved by the fire marshal without the marshal even going out and looking at the job. I don't believe this company (FPS) removed what they said they did, and I would question if we want to continue doing business with them." (note: the contract with RMWD and FPS expired on Dec. 31, 2008, and was not renewed.) Beck then proposed a counteroffer to Leap. "This outfit did a certain amount of work and accrued some administrative costs and we must consider that. I would like to make a motion that we reduce the fee to Mr. Leap to \$1,300."

Hager said that was not even 10 percent of the total amount.

"I really don't think \$3,000 is out of line. You're getting a good deal here," said Hager to Leap.

"I agree, and fully understand the need to use a contractor to do this sort of work," said Leap.

"However, my issue is that everything that was set up to run this program smoothly went wrong. Unfortunately I am the victim of the ordinance being abused, and the fire marshal not doing any follow ups. No matter how you look at it, this thing fell apart from the beginning to the end."

As a member of the ad hoc committee, Robinson told the board: "The measurements of the work done by FPS were way out of line. The first year we had FPS come in, we had no problems with them.

Until this year, we thought everything was going through the correct channels. Until now, we never knew there were some things wrong. I was one of those who voted to hire FPS and I apologize for that."

"You have gone many years without hearing of a problem with FPS," said Leap. "I don't know if there were people stepped on along the way or not. Some of the bills sent by FPS to these people may have been for \$2,000 or \$3,000 and most of the people paid them. Something definitely went wrong in my case and there is no reason, considering your findings, that I should take the hit for this. I have done nothing wrong."

Hager agreed with the ad hoc committee's findings, but said, "The district has removed this \$16,943 lien on your property and tonight there is a motion on the floor that if you come up with \$3,000 then everything is fine. To me, this is a good deal."

According to Robinson, it was not a good deal. "I disagree. You're comparing a \$3,000 bill to a \$16,000 bill that was totally wrong to start with. There is no comparison. These people (FPS) worked under our direction, and we thought the work was being done correctly. We did not know it was going wrong until this issue came to light. This is something that has got to be fixed. If we don't do anything else, we are going to fix this."

In a 3-1 vote, with Robinson casting the dissenting vote, the board reduced the fees charged to the Leaps to \$3,000.

"I am not giving up," said Leap after the meeting, explaining that he plans to contact his lawyer for advisement as to further options.

"I feel like I have been accused of a crime, sentenced to a year in prison, found to be innocent, but told I still must serve out my sentence," he said. "I only ask that the board undo the wrongdoing by finding that we have fallen victim to this whole mess and that they hold Cal Fire and FPS responsible for their wrongdoings."

In a related issue, members of the RMWD have plans to form a new ad hoc committee to rework the district's abatement ordinances and service agreement between RMWD and future abatement contractors. The opinion of the ad hoc committee involved in the Leap case was that there are articles in the current ordinance that must be changed.

A report presented to the RMWD Board states that "just about every aspect of the current service agreement between RMWD and FPS needs to be cleaned up." The current ordinance gives complete control to the contractor, when the control should be the responsibility of the district, the committee reported.

A new ordinance shall state that, as with other district contractors, a future abatement contractor will need to follow RMWD guidelines and regulations and be monitored by the district. If the contractor is out of compliance, the contractor may be terminated immediately.

[http://ramonasentinel.com/article/News/News/Public\\_to\\_pay\\_13943\\_of\\_16943\\_weed\\_clearing\\_bill/18547](http://ramonasentinel.com/article/News/News/Public_to_pay_13943_of_16943_weed_clearing_bill/18547)

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**From:** cnpssd-l-bounces@mailman.ucsd.edu **On Behalf Of** Brian M. Godfrey  
**Sent:** Monday, February 09, 2009 6:33 PM  
**To:** cnpssd-l@mailman.ucsd.edu  
**Cc:** 'California Native Plants'  
**Subject:** [Cnpssd-L] Re: Personal costs to SD County's slash and burn

> 2. A couple years ago two California Native Plant Society members were accosted by Fire Prevention Services Inc. (FPSI) to unnecessarily "clear" their well maintained native plant community near their home in north San Diego County. Due to their diligence and the support of many others, FPSI was warned off.

That would be us. We successfully fought off FPS in 2006 but it was not pleasant. They made lots of illegal demands and threatened us with very expensive forced abatement. And you know what? It turns out that they served the abatement notice on a violation that was not even on our property!

We are in the Rincon fire district and after our fire-breathing backlash they apparently fired FPS (yay!) and took the inspections back in-house. But a year ago we received another abatement notice, this time from a fire district employee. Same problem: he had seen a violation, our house was nearby, so without checking property lines or anything he sent us the notice. Rather than comply we dragged him out to show us the violation. He quickly and courteously retracted it and apologized. So at least it wasn't as unpleasant as the first incident with FPS.

My advice (and I am NOT a lawyer): if you get an abatement notice and do not believe you are in violation, do not roll over. Immediately call and demand that they come out and show you the violation. And if it is FPS, have the Fire Marshal present. Do your homework so you know the rules. That's the only way to defend yourself. If you are right you will win. If you roll over you will spend a lot of money and do a lot of damage to the land, probably for no good reason. A neighbor of ours was served notice at the same time as we were. We tried hard to convince her to fight it, but she just hired a brush clearing company to come in and masticate it. Here's that story:

<http://cblog.savethechaparral.org/index.php?/categories/1-Abatements>

(Note that they are in reverse order with the most recent entry at the top. Go down at least three entries and work your way up from there.)

Now her property is growing back in mustard and tree tobacco. Ick.

--Brian M. Godfrey

**From:** cnpssd-l-bounces@mailman.ucsd.edu **On Behalf Of** Jessica Vinje  
**Sent:** Tuesday, February 10, 2009 7:57 AM  
**To:** cnpssd-l@mailman.ucsd.edu  
**Subject:** [Cnpssd-L] Re: Personal costs to SD County's slash and burn

Hi Everyone,

We (The Center for Natural Lands Management) have had a similar experience with Fire Prevention Services Inc. (is it possible that this is the same group that is mentioned below?). They have given us notices to clear areas that are not ours (or that we are not responsible for clearing based on pre-existing CCR's) and threatened us with fines as well. We fought them long and hard last year and apparently won. Dealing with these folks is not pleasant and I am finding that they don't know that much about property boundaries. They also change their opinion on what needs to be cleared, how it should be cleared and if it should be cleared at all based on the individual in charge that year. It's very frustrating.

Jessie

The following court documents describe the placing of a false lien by Fire Protection Services (FPSI) on a property in Perris, California. When sold there was more than \$30,000 paid to FPSI and City of Perris for no work done. This case has been settled by County and City of Perris over objection of FPSI.

REID & HELLYER APC  
3880 LEMON STREET, FIFTH FLOOR  
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1 **REID & HELLYER**  
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6 Attorneys for Plaintiff, Richard Carroll

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
FEB 09 2006  
*[Signature]*

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF RIVERSIDE, CENTRAL

11 RICHARD CARROLL, an individual,  
12 Plaintiff,

13 v.

14 COUNTY OF RIVERSIDE; and DOES 1  
15 through 30, inclusive,  
16 Defendant.

CASE NO. **444623**  
**COMPLAINT FOR REFUND OF TAXES**

17 Plaintiff, Richard Carroll ("Plaintiff") hereby alleges as follows:

18 **GENERAL ALLEGATIONS**

- 19 1. Plaintiff is, and at all times herein mentioned is an individual residing in the County
- 20 of Riverside, State of California.
- 21 2. Defendant, Riverside County is, and at all times herein mentioned was, a political
- 22 subdivision of the State of California.
- 23 3. The assessor of defendant county, placed a tax default for the fiscal year of 1999-
- 24 2000 on a vacant lot located at 23111 Lopez Road, Perris, California, Assessors Parcel Number 326-
- 25 150-005 for abatement of trash on the property for hazards and public nuisances.
- 26 4. On October 15, 1998, the City of Perris, located in defendant's county, issued a
- 27 Notice of Clean Premises of all trash, rubbish and debris on Plaintiff's vacant lot.

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1           5.       Thereafter, the City of Perris, contracted Fire Prevention Services to preform the  
2 abatement pursuant to Notice to Clean Premises Order.

3           6.       On or about November 10, 1998, City of Perris signed a work order authorization  
4 totaling \$5,144.15 for costs incurred of the abatement of trash.

5           7.       On July 22, 1999, the City of Perris, located in defendants county, issued a Notice of  
6 Clean Premises of all weeds, trash and debris on Plaintiff's vacant lot.

7           8.       Once again, the City of Perris contracted Fire Protection Services, Inc. to perform  
8 the abatement.

9           9.       On or about October 13, 1999, the City of Perris signed a work order authorization  
10 totaling \$4,284.75 for costs incurred of the abatement of weeds, trash and debris.

11          10.       Fire Protection Services, Inc. never provided any abatement services to plaintiff or  
12 for the City of Perris. However, Fire Protection Services received payment for the abatement.

13          11.       On or about January 2005, plaintiff sold the subject property, during which he paid  
14 \$30,541.60 for a tax default on the abatement issues. At which time, the trash was still located on  
15 the property.

16          12.       On or about February 25, 2005, plaintiff filed with the board of supervisors of  
17 defendant county its written and verified claim for refund of said taxes, a copy of which is attached  
18 hereto as Exhibit "A". A six month period has passed and the Board of Supervisors of the County  
19 of Riverside has failed to provide plaintiff with any response whatsoever. Revenue and Taxation  
20 Code section 5141(b) states that if the board of supervisors or city counsel fails to mail notice of its  
21 action on a claim for refund within six months after the claim is filed, the claimant may, prior to  
22 mailing of notice by the board of supervisors or city counsel of its action on the claim, consider the  
23 claim rejected and bring an action under this article.

24          13.       No refund of said taxes, or any part thereof, has been made to plaintiff or to anyone  
25 acting on his behalf.

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**WHEREFORE**, plaintiff prays that defendant county be required to refund to plaintiff the sum of \$30,541.60, together with interest and costs according to law, and such other and further relief as the court deems proper.

DATED: February 7, 2006

REID & HELLYER  
A PROFESSIONAL CORPORATION

By:   
DAN G. MCKINNEY  
CHRISTOPHER L. PETERSON  
Attorneys for Plaintiff, Richard Carroll

**REID & HELLYER APC**  
3880 LEMON STREET, FIFTH FLOOR  
RIVERSIDE, CALIFORNIA 92502-1300  
TELEPHONE (951) 682-1771

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LAW OFFICES OF  
**REID & HELLYER**

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OUR FILE NUMBER

STEVEN A. ALDACO  
SALDACO@RHLAW.COM

February 25, 2005

Board of Supervisors, County of Riverside, California  
County Administrative Center  
4080 Lemon Street, 5th Floor  
Riverside, California 92501

Re: Tax Refund Claim

Dear Board of Supervisors Members:

Please find attached a claim for tax refund on behalf of Richard D. Carroll for the levies erroneously and illegally collected regarding his property identified as APN# 326-150-005.

Please send any correspondence regarding the attached to Reid & Hellyer, 3880 Lemon Street, Fifth Floor, Riverside, California 92501, attention Dan McKinney.

Should you have any questions or comments, feel free to contact the undersigned at your earliest convenience.

Very truly yours,

REID & HELLYER  
A PROFESSIONAL CORPORATION



Steven A. Aldaco

### Form for Refund of Claim

To: Board of Supervisors, County of Riverside, California.

The undersigned, Richard Daniel Carroll, the claimant herein, hereby makes this claim for refund of taxes pursuant to Revenue and Taxation Code §5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$30,551.55 in taxes levied for the fiscal year 2005. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was an individual residing at 31760 Briggs Rd., Menifee, California 92584.
2. For the fiscal year 2005, the assessor of Riverside County assessed to claimant certain property located in said County and described as follows: APN# 326-150-005. On the basis of said assessment, taxes were levied on said property for said fiscal year in the sum of \$30,551.55 and paid by claimant in full on or about January 27, 2005. Claimant is entitled to a refund of said taxes on the ground that said taxes were erroneously or illegally collected.
3. No refund of said taxes, or any part thereof, has previously been made.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 25, 2005 at Menifee, California

  
Richard D. Carroll, Declarant

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address): Christopher L. Peterson, Esq. SBN 215069 REID & HELLYER APC 3880 Lemon Street, Fifth Floor P.O. Box 1300 Riverside, CA 92502-1300 TELEPHONE NO.: (951) 682-1771 FAX NO.: (951) 686-2415	FOR COURT USE ONLY
ATTORNEY FOR (Name): <u>Richard Carroll</u> SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92501 BRANCH NAME: Riverside Main	
CASE NAME: CARROLL v. COUNTY OF RIVERSIDE	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)
	CASE NUMBER: <b>VC 444623</b> JUDGE: DEPT:

*Items 1-5 below must be completed (see instructions on page 2).*

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input checked="" type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Type of remedies sought (check all that apply):  
 a.  monetary     b.  nonmonetary; declaratory or injunctive relief     c.  punitive
4. Number of causes of action (specify): ONE
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015).

Date: February 8, 2006  
 Christopher L. Peterson, Esq. SBN 2150  
(TYPE OR PRINT NAME)       
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
4050 Main Street  
Riverside, CA 92501

NOTICE OF TRIAL DEPARTMENT ASSIGNMENT AND CASE MANAGEMENT CONFERENCE

CARROLL VS COUNTY OF RIVERSIDE  
CASE NO. RIC444623

The above entitled case is ASSIGNED to the HONORABLE  
JUDGE DALLAS SCOTT HOLMES in Department 02 for ALL PURPOSES.

The Case Management Conference described in Rules of Court 212 is  
scheduled for 10/04/06 at 8:30 am/pm in Department 02.

The plaintiff/cross-complainant shall serve a copy of the Notice of  
Trial Department Assignment and Case Management Conference on all  
defendants/cross-defendants named or added to the complaint and file  
proof of service thereof.

Any challenge pursuant to Section 170.6 of the Civil Code of Procedure  
shall be made within twenty (20) days (15 days pursuant to 68616(I) GC  
plus 5 days pursuant to 1013(a) CCP) from the date of this notice of  
assignment, or if the party has not yet appeared, then within fifteen  
(15) days after the party's first appearance.

If this case has been assigned to a Judge Pro Tempore, whose  
appointment as Commissioner is in accordance with Article Six, Section  
Twenty-two of the Constitution of this State and who has been  
appointed as a Temporary Judge pursuant to an order of the Court  
under the authority of Article Six, Section Twenty-one of the  
Constitution and Section 259 of the Civil Code of Procedure; within  
ten (10) days of the date of this notice, the parties MUST file a  
Notice of Non-Stipulation if they do not stipulate to the hearing of  
pre-trial, trial and all subsequent post-trial law and motion matters  
before the Commissioner.

Failure to file such notice within (10) days shall be deemed  
acceptance of the assignment.

DATE OF NOTICE: 02/09/06

CLERK'S CERTIFICATE

I, Clerk of the above entitled Court, do hereby certify that on this  
date, I provided the plaintiff(s) or plaintiffs' attorney of record  
with a copy of the foregoing NOTICE.

CLERK OF THE COURT

Date: 02/09/06

by:   
DOREEN SOUTHWORTH