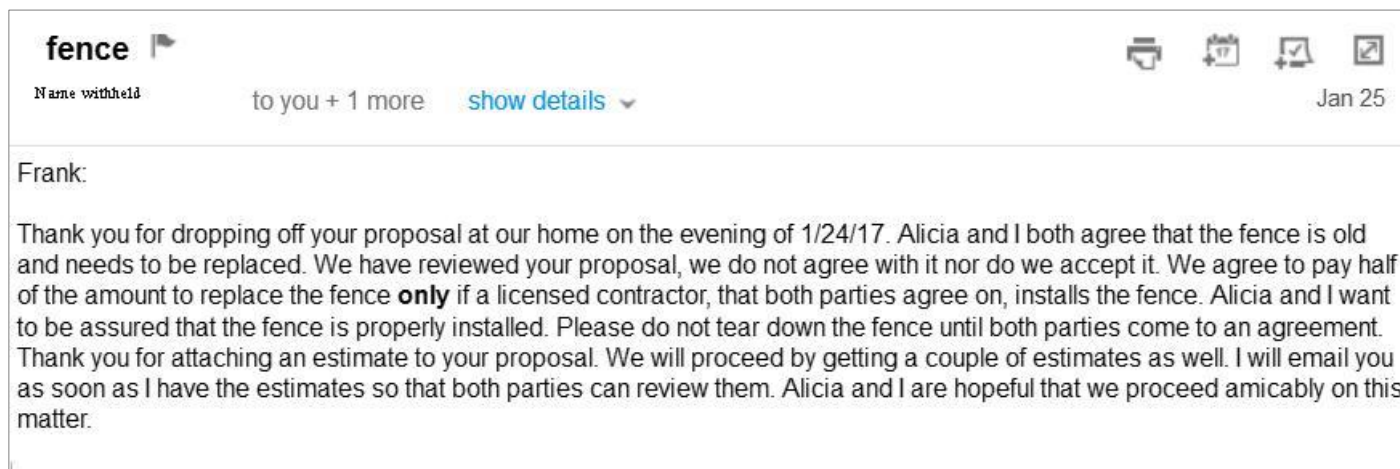


Correspondence re: fence






After delivery of my notification letter of January 24, 2017, the following series of strange correspondence passed between “Debra”, our adjoining landowner, and us regarding the fence between our properties. "Name withheld" is "Debra" (a pseudonym), and "you" and "fgroffie" in the email headings are we Groffies on our side of the fence. My comments, which include things I was tempted to say in response at the time but didn't, follow.




Comment Perfect: she acknowledges receipt of my 30-day notification letter and agrees that the fence needs replacing. She now can't claim the opposite in court. Unfortunately, what she doesn't realize is that (1) I was not going to agree to the use of a licensed contractor, which means that the rotten fence would sit on its side forever if we were to go with her plan to “come to an agreement” (that satisfies “**only**” her)—that insistence of hers would be a recurring theme; and (2) I was done waiting for years for her to get estimates; and (3) my letter was a notification rather than a proposal.



Comment We're trying to be responsive to questions and provide assurances, a recurring theme in our emails. But we're done travelling the road of coming to an agreement after years of inaction on our neighbor's part.

Re: fence     






Name withheld to you [show details](#)  Jan 26


Good morning:

Thank you for the invitation. Alicia and I wouldn't know what to look for in order to assess if the fences are properly installed. My sister is a pediatrician and I have a BA and MA in Education. As you can see, our areas of expertise are in completely different fields. Alicia and I both own another property in south San Jose. Several years ago, we shared the cost of installing a new fence with one of our neighbors. Both parties had estimates and we were able to agree on a licensed contractor. The company then gave us each a proposal and the payments were made directly to the company. The process ran smoothly, the work was guaranteed and most of all it avoided any misunderstandings. We remained on good terms throughout the whole process. Alicia and I feel it is very important to maintain on good terms with all of our neighbors. As stated in my last email, we will proceed by getting several estimates and I will share them with you. We can then discuss next steps.

Thank you,

Comment Who knows what these “misunderstandings” are that will be avoided by hiring a licensed contractor. Any misunderstandings here are on Debra’s part: she fails to understand what the law does and doesn’t require, and she’s going to get a quality fence without needing to lift a finger except to write a check.

Re: fence     

fgroffie to Name withheld [show details](#)  Jan 26

Good evening:

We really still wish you would take us up on our invitation. We're just a 3-minute walk away. Frank will be glad to point out then "what to look for in order to assess that the fences are properly installed." I can show how we (Maria, Ruben, Pat, Linda, and myself) have done better work than a contractor, strange as it may sound. Because it will be (half) our fence; we will care about the quality. You will be pleased with it!

By the way, the dates we provided were off. One is required to provide 30 days notice (see below). Thus the start date will be February 24th.

Sincerely,

Frank and Tricia

P.S. The law reads as follows.

CIVIL CODE - CIV

DIVISION 2. PROPERTY [654 - 1422] (*Heading of Division 2 amended by Stats. 1988, Ch. 160, Sec. 13.)*

PART 2. REAL OR IMMOVABLE PROPERTY [[755.] - 945.5] (*Part 2 enacted 1872.)*

TITLE 3. RIGHTS AND OBLIGATIONS OF OWNERS [818 - 855] (*Title 3 enacted 1872.)*

CHAPTER

2. Obligations of Owners [840 - 848] (*Chapter 2 enacted 1872.)*

841. (a) Adjoining landowners shall share equally in the responsibility for maintaining the boundaries and monuments between them.

(b) (1) Adjoining landowners are presumed to share an equal benefit from any fence dividing their properties and, unless

Continued on next page

Continued from previous page

otherwise agreed to by the parties in a written agreement, shall be presumed to be equally responsible for the reasonable costs of construction, maintenance, or necessary replacement of the fence.

(2) Where a landowner intends to incur costs for a fence described in paragraph (1), the landowner shall give 30 days' prior written notice to each affected adjoining landowner. The notice shall include notification of the presumption of equal responsibility for the reasonable costs of construction, maintenance, or necessary replacement of the fence. The notice shall include a description of the nature of the problem facing the shared fence, the proposed solution for addressing the problem, the estimated construction or maintenance costs involved to address the problem, the proposed cost sharing approach, and the proposed timeline for getting the problem addressed.

(3) The presumption in paragraph (1) may be overcome by a preponderance of the evidence demonstrating that imposing equal responsibility for the reasonable costs of construction, maintenance, or necessary replacement of the fence would be unjust. In determining whether equal responsibility for the reasonable costs would be unjust, the court shall consider all of the following:

(A) Whether the financial burden to one landowner is substantially disproportionate to the benefit conferred upon that landowner by the fence in question.

(B) Whether the cost of the fence would exceed the difference in the value of the real property before and after its installation.

(C) Whether the financial burden to one landowner would impose an undue financial hardship given that party's financial circumstances as demonstrated by reasonable proof.

(D) The reasonableness of a particular construction or maintenance project, including all of the following:

(i) The extent to which the costs of the project appear to be unnecessary or excessive.

(ii) The extent to which the costs of the project appear to be the result of the landowner's personal aesthetic, architectural, or other preferences.

(E) Any other equitable factors appropriate under the circumstances.

(4) Where a party rebuts the presumption in paragraph (1) by a preponderance of the evidence, the court shall, in its discretion, consistent with the party's circumstances, order either a contribution of less than an equal share for the costs of construction, maintenance, or necessary replacement of the fence, or order no contribution.


(c) For the purposes of this section, the following terms have the following meanings:


(1) "Landowner" means a private person or entity that lawfully holds any possessory interest in real property, and does not include a city, county, city and county, district, public corporation, or other political subdivision, public body, or public agency.





(2) "Adjoining" means contiguous to or in contact with.

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=841.&lawCode=CIV

Comment That's California fence law in its entirety. It takes only a few minutes to read. It's not hard to decipher. I was hoping Debra would actually read it and understand that it says nothing about using a contractor or licensed contractor or reaching an agreement. That understanding on her part would have to wait for much later.

Re: fence 

Name withheld to you [show details](#) 

Jan 27


Good morning:


The whole fence is old and needs to be replaced. I share my back fence with a total of 3 neighbors, your house being in the middle. It is a pretty long fence and it is important for the whole fence to be uniformed. As I stated before, we worked closely with a neighbor in the past and going through a licensed contractor made the process run smoothly. The proposals were very clear and we avoided any misunderstandings. The first proposal I received from you on 6/16/14 stated that you wanted to install the fence and you wanted me to pay for the cost of the materials. You had mentioned that you wanted to install it because you didn't have the money to cover your portion of the fence. You had attached a second page with the cost of materials purchased at Home Depot In Milpitas. You stated my portion would come out to \$1022.15 We didn't come to an agreement at that time because my brother unexpectedly passed away on 6/25/14. I remember a conversation I had with you on the phone, I had mentioned that I was in no position of dealing with the fence at the time because of my brother's death. You were very understanding on the phone. My father's health has since then deteriorated. My dad is 87 years old and is dealing with several health issues..... the last 2 1/2 years have been rough.





I received your 2nd proposal on 1/24/17 also it also states that you want to install the fence and this time you are stating that my share of the fence is \$961.00 to be paid to you a day after the completion of the fence. You attached an estimate of \$1922.00 from a company, Geronimo Cobian. If I am reading this correctly, my share comes out to \$961.00 -so you are charging the same amount as a licensed contractor? If so, it makes sense to go with a licensed contractor that can guarantee the work and for the same amount. Looking at the proposal #6 (breakdown of cost) is very confusing and not clear how you come up with those numbers. Again, we agree to paying half the cost of the fence but only if a licensed contractor installs the fence to avoid any misunderstanding. I will go ahead and schedule some appts for this weekend to hopefully obtain a couple of estimates I work in Hayward and I get home late on weekdays. Your previous email states the work would start 2/24-please do not tear down the fence or start work on the fence until we come to an agreement.

Sincerely,
Name withheld

Comment Some of that information was useful. I'd forgotten the details of our communications from a few years earlier. So, we had been waiting at least 2½ years for her to commit to any action on this project. My father, by the way, who was 85 and lived nearby and whom I was quite close to, died from a fall on February 16, 2017. I still managed to start the new fence construction on March 4, 2017, and finish a few days later.

Re: fence 

fgroffie to Name withheld [show details](#) 

Jan 27


Hi, Name withheld

We spotted a question in your email. The quote we attached to our recent letter was from an unlicensed contractor. We also obtained a quote from a licensed contractor, who gave an estimate of \$2,356. We decided to "work with" the lower number (\$1,922) because it would be fairer to you.

We look forward to talking to you more. Is there a certain time you'd like come over this weekend?

Sincerely
Frank and Tricia

Comment We're trying hard here to just respond to Debra's requests for information, stay on message, and avoid her off-topic, circular discussion of contractors and estimates.

Re: fence     






Name withheld to you [show details](#)  Jan 27


Hello:

We are willing to pay the extra cost for a company with a C13 license. I have already made a couple of appts for this weekend and a couple more in Feb. Many companies are busy, due to the storms, and the estimates will take longer than usual. As soon as I have the estimates, I will share them with you.

Name withheld

Comment Here we get more of Debra’s off-topic, circular discussion of contractors and estimates.

Re: fence     

fgroffie to Name withheld [show details](#)  Jan 28

Hi, Name withheld

Well, it's now essay time. I (Frank) want to cut through the fog and save you some effort. There are certain things we've been hesitant to say but trying to nudge you to understand. I sincerely hope nothing herein sounds too harsh to you; nothing personal. Just that California law regarding fences has changed. The new law, only 3 years old, is very brief. Please read it. It says nothing about multiple estimates, contractors, licensed contractors, parties coming to an agreement, sharing information, holding discussions, etc. It does say "... a landowner ... shall give 30 days' prior written notice ... reasonable costs of construction..." And that's about it. The gist of the law is that one party can take the bull by the horns, and assuming the cost is reasonable, obtain an equal share of the cost from the adjoining landowner. Again, please read the law.

Presumably, there were untold fences lying on their sides between properties all over California because previously, apparently, adjoining landowners couldn't come to an agreement. As a result, property values were lower, and judges got tired of property owners coming to them with their disputes without a clear law. Perhaps they asked the legislature to step in and correct the situation.

We don't hire people to do work that we can do ourselves. That's how we roll. This philosophy applies in our fence situation. When you say, "we do not agree", well, then, we're equally entitled to say "we don't agree". So, that would seem to leave us at an impasse. Except that the 2014 law cuts through that.

Continued on next page

Continued from previous page

We are also extremely good at doing things. I could go into great detail (countertops, flooring, circuit breakers, automobile repairs and restoration [engine rebuilds, clutches, etc.]). Fences are included. I could go into great detail about fences for you – grades of lumber, embedment, concrete mixes and preparation, dimensions, clips vs. toenailing, clearances, chalklines, leveling scopes, etc. I could physically show you the mistakes **a contractor** (evidently) made constructing our existing falling-down fence and the quality measures that we, in contrast, applied when constructing our other fences, but I'm not sensing much interest from you. The offer still stands for you to see these things and enjoy a cup of coffee or tea and meet the neighbors. It is truly a good thing for neighbors to know one another. I could go into detail about how we over here have done better than merely remained on good terms – we take care of each others' pets, have keys to each others' houses, housesit, help out in emergencies, just get together and gab – and we sincerely invite you to enjoy that same sort of thing to the extent you wish.

We've actually felt as if *we can take care of you* through this process. It will be a more-durable fence, done at a demonstrably lower cost, and done sooner. We could give you *the assurance* that the new fence will be better than what a contractor would hastily put together unless you were to take 2 days off work, knew what to look for, and hovered over the workers directing them to build it to spec. You are still invited to receive that assurance by, well, simply walking around the block and saying hello.

So, to reiterate, I have explained the law (and we've complied with the law), have divulged why we're taking the DIY approach, and explained how we're willing to *take care of you* and provide *the assurances* that we know what we're doing. I even hereby extend you a guarantee: if a board, nail, or screw comes loose or similar, I'll repair it, for the next 20 years, just as I've done for Maria whenever she's asked and even at times when I spot a problem she doesn't know about. She's a single woman living alone, and I just take care of her in this way simply because it's the honorable, manly thing to do. Can I please extend the same care to you? Since you clearly are going through trying times, you could see the value in this. Redacted

Redacted

Sincerely,

Frank Groffie

Comment I thought that being fully transparent might be helpful. I was mistaken, as we'll see. The redacted portions presented very personal information concerning my family that was only peripherally concerned with the fence issue.

Picked up Tue. Feb. 21, 2017

To: Frank and Patricia

From: **Name withheld**

Re: fence

I received your fence proposal on 1/24/17. Alicia and I do not agree with the proposal nor do we accept it for the following reasons:

1. The breakdown of cost is not clear (#6 on the proposal)-How did you come up with these amounts?
2. You had attached to your proposal an estimate from Geronimo Cobian and our portion would come out to \$961.00 (which is the same amount you are charging)-How is it that you are charging the same amount as a company?
3. You never had a conversation with us to ask us if we are financially able to pay for the fence. Your proposal has an aggressive tone and you never included us in the initial conversation. I called you on 1/24/17 to get clarity on a couple of items on your proposal. I mentioned I would be getting a couple of estimates and you responded by saying, "Go ahead but I am still moving along with this".
4. I live in a cul de sac and I share the back fence with 3 neighbors (you are in the middle)-the entire back fence needs to be replaced and a licensed company should do the work to assure the quality of the work and to maintain uniformity.

Alicia and I are willing to pay for half the fence but only if a licensed company (license C13) does the installation. The whole fence is a big expense and we want to be assured it will be properly installed and also to avoid any future

misunderstandings. Please do not tear down the fence until both parties come to an agreement.

Name withheld

Comment Debra sent this letter to us by certified mail, which she might have believed lent her claim some sort of legal standing or intimidation factor. Note that the letter reiterates the same stance conveyed in her earlier emails and that everything in my previous (January 28, 2017) email was ignored. How is she still "not clear" about a clearly labeled table that contains nine entries (in original January 24, 2017, notification letter) and involves simple arithmetic? Maybe her B.A. and M.A. in education didn't cover simple addition and subtraction.

Your additional questions about the fence



fgroffie to Name withheld

[show details](#)

[show image slideshow](#)

Feb 21

[FSI price.jpg \(887 KB\)](#)

Hi, Name withheld

We received your recent letter (no date) . We understand all your concerns. We can address a couple of questions/concerns you have:

Items 1 and 2. The value of a new fence at this location is clearly on the order of some \$2,000, based on estimates we've obtained. We obtained two and are working with the lower one (\$1,922) to be fair to everyone. Your share, i.e., half, will clearly be \$961. Mr. Cobian's estimate did not include a materials vs. labor breakdown. However, the value of the materials will be \$1,124.50, based on an estimate from Fence Specialists, Inc. My contribution will be \$163.50, for a portion of the material, plus \$797.50, which represents all of the labor (my total share: \$961). The \$797.50 is the valuation of the labor (my) contribution; it is a market price and thus is simply an objective, fair valuation of the labor.

Item 4. We understand that you share fences with five neighbors. We can appreciate your desire for uniformity of fences around your property, but unfortunately, we can address only the uniformity, attractiveness, and quality of the 62-ft fence that you and we share. The very poor condition of our existing shared fence means that we are working to remedy the problem rapidly rather than wait a great deal longer for you to coordinate with your multiple neighbors.

I'm not sure, with all the rain, that we can begin the work exactly on February 24th. It may instead begin a few days later. I can keep you informed if you wish.

If we can be of further factual assistance, as you know, we can be reached by phone, email, or in person.

Frank Groffie

Comment Let's see if we have this straight. It takes years for Debra to get stirred to feeble action on one rotting, falling-down fence with one neighbor. Yet she wants us to wait (years, decades, forever?) for her to coordinate with her *five* neighbors to rebuild *five* fences so that all her five fences can match? Because she cares so much about the appearance of her backyard that the decade of overgrowth and waist-high weeds could serve as a model for the jungle in a sequel to *Avatar*?

Re: Your additional questions about the fence



Name withheld

to you [show details](#) 

Feb 23

[Delamore fencing.pdf \(923 KB\)](#)

Good morning:

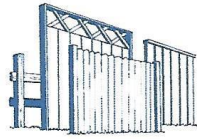
I have consulted with an attorney to get clarity since the fence law is rather ambiguous. The attorney said that it is our right if we (Alicia and myself) want a licensed contractor to install the fence to assure proper installation and a warranty. I am attaching an estimate from Delamore Fencing....our portion for our shared fence is \$961 (see D) and they are licensed and bonded. I still don't understand your amounts....I don't understand how you are charging the same amount as a licensed company? The proposal you submitted to us on 1/24/17 clearly benefits you and only you. Alicia and I feel your amount is not a fair amount given that you are not licensed. Alicia and I are willing to be patient and wait for you to save money to install a new fence. Please do not tear down the fence until we come to an agreement.

Sincerely,

Name withheld

Comment Ooo, an attorney: I'm trembling in my boots at the mention of it. We remained confident that a judge would back us up. Note that February 23, 2017, the date of this email, is Day 30 of the 30-day notice period. Time's up, neighbor. The attached estimate is shown below.

PROPOSAL & CONTRACT



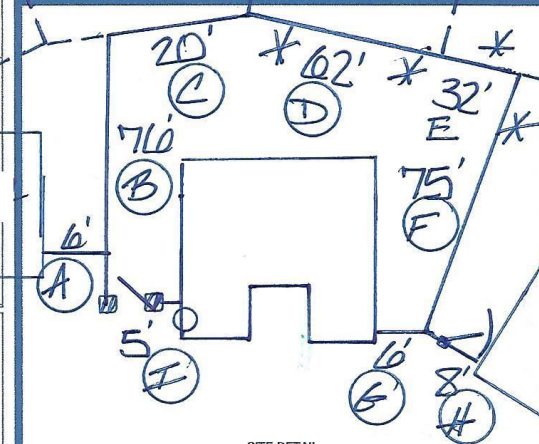
DELAMORE
FENCING

WWW.DELAMOREFENCE.COM
5 year conditional warranty on all materials and labor

1295 Hester Avenue
San Jose, CA 95126
Office: (408) 885-0670
Fax: (408) 885-0664
License# CA-C/13 977335
Bonded/Insured • Workers Comp.
Serving Santa Clara County Over 10 Years

Wood • Vinyl • Metal

PROPOSAL SUBMITTED TO: Identifying information withheld STREET: _____ CITY, STATE, ZIP: SJ 95132 JOB LOCATION: _____ WORK PHONE: _____ HOME PHONE: _____ Identifying information withheld	PROPOSAL SUBMITTED TO: _____ STREET: _____ CITY, STATE, ZIP: _____ JOB LOCATION: _____ WORK PHONE: _____ HOME PHONE: _____ DATE: 2-22-17
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MATERIAL Posts: <input checked="" type="checkbox"/> 4X4X8 PT CT Set 2' deep <input type="checkbox"/> 4X4X10 PT CT Set 3' deep <input type="checkbox"/> 4X6X10 PT CT Set 3' deep <input type="checkbox"/> 4X6X12 PT CT Set 3' deep <input type="checkbox"/> Other _____ Rails: <input checked="" type="checkbox"/> 2X4X8 Con Common Rwd-Solid Frame w/1X1 <input type="checkbox"/> 2X4X8 Con Common Rwd-Channel Rail <input type="checkbox"/> 2X6X8 Con Common Rwd <input type="checkbox"/> Other _____ Fence Boards: <input type="checkbox"/> 1X8X5 Con Common Rwd <input type="checkbox"/> 1X8X6 Con Common Rwd <input checked="" type="checkbox"/> 1X8X5 Select Common Rwd <input checked="" type="checkbox"/> 1X8X6 Select Common Rwd <input type="checkbox"/> Clear Grade <input type="checkbox"/> Other _____ Kick Boards: <input checked="" type="checkbox"/> 2X8X8 PT CT <input type="checkbox"/> 2X12X8 PT CT Lattice: <input type="checkbox"/> 12" or 24" <input type="checkbox"/> Standard <input type="checkbox"/> Triple <input type="checkbox"/> Square <input type="checkbox"/> Piano Key <input type="checkbox"/> Other _____	SITE DETAIL 
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SECTION:	REQUIRES BUSH REMOVAL BY OWNER. OF LEFT TAIL BED-BED FENCE	SHARED	TOTAL
A	6'		180
B	70'		2350
C	20'		600
D	60'		1800
E	32'		900
F	75'		2375
G	6'		180
H	8'		350
I	5'		150
		w/42" gate	350
			200
			200
		TOTAL \$	


Old Materials Removed and Hauled Yes No
 All Redwood Material (except where noted)





Acceptance Signatures
 X _____ Date _____
 X _____ Date _____

PAYMENT TERMS: (Sorry we do not accept credit cards).
 Payment in full upon completion payable to Delamore Fencing. Interest will be charged at 1.5% monthly for payments delinquent after completion. Please read and fully understand the Terms and Conditions on the reverse side of this contract before signing. Delamore Fencing shall not be held responsible for damaged underground improvements. (Please refer to section 3 on the back). Please note that additional changes for certain items encountered will be charged at \$100.00 an hour. (Please refer to section 4 on the back). Estimate price is only valid for a term not to exceed 20 days from the date estimate is received, beyond that time prices may change without notice. **TOTAL \$ INCLUDES MATERIAL, TAX & LABOR.**

Comment This is Debra's estimate for rebuilding her five fences with her five adjoining properties. I'm "D". A large package deal like this will be based on a lower unit cost, i.e., price per lineal foot, than will an estimate for any individual section. Thus, her estimate and mine represent an apples-to-oranges comparison. One strange aspect of this estimate is that it also includes rebuilding a fence "A" and a gate "H" that belong solely to her neighbors.

Re: Your additional questions about the fence 

fgroffie to Name withheld [show details](#) 

    Feb 23

Good morning:

We're glad that you consulted with an attorney. Your attorney is correct, in a very limited sense. The explanation, however, is incomplete. It is also *our* right to install a fence ourselves to assure proper installation, and, simply, because it's one's right to build things oneself. The law is very clear on what is required and what is not. Essentially, a 30-day notice is required, and we are complying fully with the law.

We are unclear regarding your claim, "... clearly benefits you and only you". If you could provide a clear explanation of what that means, then we could address that concern for you, if you wish. We are willing, as always, to address any concerns and questions you have to the extent possible.


Please understand that the fence is already down. A new one, better than one a contractor would likely install*, will be in its place very soon.

Sincerely,


Frank and Patricia Groffie

* Unless you are willing to prepare plans and specifications that display certain important quality-control elements (excavation dimensions, concrete preparation, connectors, etc.), provide the plans and specifications to the contractor to base his estimate on, and then perform part- to full-time inspection of the work.

Comment You think you have rights? Well, guess what: so do we. And, I happen to know how construction contracting works because I've worked in the construction industry in various roles since I was 17. I sent this reply 68 minutes after she sent her previous message.

Re: Your additional questions about the fence 

Name withheld to you [show details](#) 

    Feb 23

Hello:

Please I reiterate, do not tear down the fence or you will be trespassing.

Name withheld

Comment This email with the "trespassing" threat is my favorite. It came 58 minutes after my previous message, which evidently sent her into a snit.

Re: Your additional questions about the fence 


fgroffie to Name withheld [show details](#) 


   





Feb 23

It's very difficult for one to trespass on one's own property.

Comment I sent this reply 4 minutes after receiving her “trespassing” email. My unexpectedly rapid and bland responses to her “attorney” and “trespassing” threats must have caused her to work her panties into such a bunch that I didn’t hear further from her until 4 days later, on February 27th. The “trespassing” threat got me thinking, however. What if I were to start the fence construction and she were to call the cops that morning? So, I called a brother-in-law, Brad, who’s with the San Jose Police Department and was familiar with the saga, and I filled him in on this latest development. He said he’d be glad to lend a hand the morning we tear down the old fence and begin the new one. I figured then would be the time Debra would most likely emerge from seclusion and throw a fit and exert some misdirected energy toward the fence situation. “Should I pack heat?” asked Brad. “Naw,” I replied. “But bring your badge along with some gloves.” That way, if she did threaten to call the cops, I could just say, “No need, ma’am. We got a cop right here. Meet Officer [name withheld].”

Fwd: Your additional questions about the fence 

fgroffie to Name withheld [show details](#) 


Feb 24


Good morning:




I paid for the materials this morning. Unfortunately, FSI's schedule is pretty full, and it will be a week before they can deliver. Specifically, they will deliver on Saturday, March 4, between 11 and 1. Thus, we plan to start the actual work at about 1 p.m. that day.

Frank and Patricia Groffie

Comment We’re still trying to be helpful while faced with all the weird behavior. I made sure to make my purchase of materials—and thus incur my costs—31 days after sending my 30-day notice letter and thereby stay in compliance with the law.

Re: Your additional questions about the fence 

Name withheld to you [show details](#) 


Feb 27


Good morning:





Thank you for the update but we continue to not agree with your proposal. Again, do not start the fence until we come up with an agreement.

Thank you,
Name withheld

Comment I saw nothing new nor any question here, and thus I offered no specific response.

Re: Your additional questions about the fence 

fgroffie to Name withheld [show details](#) 

   
Mar 2


Good afternoon:


This should be our last update. Good news: the lumber arrived early, and thus we will begin at 8 a.m. on Saturday. Please note that what we sent you in January was a notification, not a proposal or request for proposal. And, again, there is no legal requirement that there be an agreement, only that there be a notification and a split of the costs.





Thank you for understanding.

-- Frank and Patricia Groffie

Comment We did in fact begin the work at 8 a.m. on Saturday, March 4, 2017. Although my brother-in-law the cop had a bad cold, he helped dig the holes and set the posts for several hours. His SJPD badge (along with any pistol he might have carried) stayed in his pocket.

Re: Your additional questions about the fence 

Name withheld to you [show details](#) 


   
Mar 3


Hello:




We continue to disagree with you installing the fence and we feel the amount of \$961 is not a fair amount. We strongly feel that you should not start the fence until we come to an agreement. This may not be stated in the law but it is just common sense between neighbors.

Name withheld

Comment Finally, at long last, Debra acknowledges the law. Yet, in her mind, it's somehow "common sense" that "we come to an agreement", meaning that we do it her way or not at all. You know what's common sense? You don't let your fences rot for a decade and lie flat in your yard for months and expect your neighbor to wait however many more years for you to entertain a fantasy of coordinating with your multiple neighbors so you can have matching fences all around your jungle of a backyard. This email was the last we heard from her until she showed up in court (surprisingly), 10 weeks later, on May 10, 2017.

Re: Your additional questions about the fence 

fgroffie to Name withheld [show details](#) 

   
Mar 9

Hello, Name withheld

The new fence is now up. Won't you please now pay us the \$961 that we requested? You may make your check payable to either of us. Our address again is withheld

Frank and Patricia Groffie

Comment We received no response to this request. I initiated the legal claim 4 days later, on March 13, 2017. Perhaps the first inkling that Debra had that something was up was when an unfamiliar woman (my process server) knocked on her door numerous times between March 18 and March 28. She probably got a big shock when she finally did get served with court papers at workplace on April 7, 2017. More shocks would follow.