

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA



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Vivian Gorla and George Gorla,

Complainant,

v.

San Diego Gas & Electric Company
(U902E),

Defendant.

Case No: C.16-05-005
(Filed May 9, 2016)

**DEFENDANT SAN DIEGO GAS & ELECTRIC COMPANY'S ANSWER TO
COMPLAINANT'S COMPLAINT**

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June 16, 2016

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Defendant, San Diego Gas & Electric Company (“SDG&E”), for itself and no others, hereby answers the Complaint of Complainants Vivian and George Gorla (“Complainants”) as follows:

I. STATEMENT OF FACTS

Contrary to Complainants’ assertion, this case is not about turning Vivian Gorla (“Vivian”) into a bill collector for SDG&E. Rather, this case is about Vivian, Lilian Gorla (“Lilian”), and Steve Gorla (“Steve”) repeatedly violating SDG&E’s tariffs, which resulted in a temporary discontinuance of service in August of 2012. Complainants now attempt to benefit from their family’s egregious violations of SDG&E’s tariffs by claiming that SDG&E somehow extorted Vivian. As the facts below demonstrate, SDG&E’s actions were consistent with its CPUC approved tariffs, and the service discontinuance resulted from the actions of Complainants and their family members.

In or around 2008, Vivian, her brother, Steve, and her sister, Lilian lived together in a residence located on Hidden Mesa Drive in El Cajon, California. Lilian had a room at the Hidden Mesa residence and paid rent to her sister. As such, Lilian was a sub-tenant of Vivian at the Hidden Mesa address.

On or about July 29, 2009, Vivian applied to transfer her electric service from the Hidden Mesa residence to her new home at 2489 Saint Anne Drive, El Cajon, CA (the “Saint Anne residence” or the “Saint Anne address”). During the call, Vivian informed SDG&E that Lilian would be living with her at the Saint Anne residence, and Steve would reside with them periodically. Based on this information, SDG&E identified and listed Lilian and Steve on the account for the Saint Anne residence (the “Saint Anne Account”).¹

Afterwards, Lilian moved into the Saint Anne residence, where she had her own room and continued to pay rent to Vivian. Over the next several years, she primarily resided at the Saint Anne address, and temporarily lived in Michigan in 2010. However, throughout this period, she continued to receive all of her mail at the Saint Anne residence, she maintained her room and personal property at the Saint Anne residence, and she listed the Saint Anne address as her address in all of her important paperwork (e.g. her DMV registration, marriage certificate, and employment records).

On or about February 1, 2010, Lilian applied to receive service at 1074 Eagle Ridge Place, El Cajon, CA (the “Eagle Ridge residence” or the “Eagle Ridge address”). Lilian never resided there, nor did she ever intend to reside there. She established an account for the Eagle Ridge residence (the “Eagle Ridge Account”) for the sole purpose of helping Steve to avoid paying SDG&E’s deposit.² Shortly thereafter, on April, 22, 2011, Lilian contacted SDG&E and instructed the company to send her billing statements for the Eagle Ridge residence to the Saint Anne residence. SDG&E complied.

In the summer of 2010, the FBI commenced an investigation of Steve, Lilian, and several other individuals. (*See* Attachment B, the Deposition of FBI Agent Gregory Houska (“Houska Depo.”), at p.

¹ SDG&E’s inclusion of Lilian and Steve on the Saint Anne Account is consistent with SDG&E Electric Rule 3.D, as Lilian and Steve were adults residing at the Saint Anne residence, and therefore would be jointly and severally liable for the electric bill at that address. (*See* Attachment A, SDG&E Electric Rule 3.A, B, and D.) Because of this, Lilian and Steve were identified on the account as co-applicants. This term has no definition in SDG&E’s tariffs as it is merely a term of art used to describe an individual who has been listed on the account for a particular residence, because he or she was identified as an adult residing at that residence.

² This practice constitutes intent to evade SDG&E’s credit practices, under SDG&E Electric Rule 11.D.

8, Ins. 11-15; p. 9, Ins. 7-12.) The investigation focused on their alleged involvement in drug distribution and illegal sports betting. (*Id.*, at p. 8, Ins. 20-23.) Through the use of informants, wiretaps, and other sources of information, the FBI investigation produced evidence that Steve was transporting marijuana interstate, selling it locally in San Diego, and growing it at his residence (i.e., the Eagle Ridge residence). (*Id.*, at p. 10, Ins. 5-10; p. 12, Ins. 4-6; 7-9; 22-24.)

On or about April 11, 2011, Steve was arrested for charges including conspiracy to commit sports bribery, conduct an illegal gambling business, and distribute marijuana. Lilian was also arrested and indicted in relation to the alleged gambling activities, but charges were dropped against her two years later, in 2013. (*Id.*, at p. 30, Ins. 13-24; p. 38, Ins. 6-12.)

On April 11, 2011, the FBI searched the Eagle Ridge residence. Officers discovered a safe containing a pound of marijuana and other items that were indicative of the sale of marijuana. (*Id.*, at p. 15, Ins. 13-19.) The officers also found what they believed to be evidence that energy theft had taken place at the Eagle Ridge residence. (*Id.*, at p. 17, Ins. 17-21.) They contacted SDG&E to request assistance in investigating the matter.

As part of the investigation, FBI agents also questioned Steve's electrician, who informed the agents that Steve had asked the electrician to bypass the electrical panel at the Eagle Ridge residence so that Steve could grow marijuana there. (*Id.*, at p. 20, Ins. 11-15.) The electrician claimed that although he did not agree to bypass Steve's electric panel, he did "[wire] up [Steve's] garage for marijuana growth." (*Id.*, at p. 20, Ins. 1-4.)

Upon responding to the officers' call, SDG&E representatives discovered tampering in the electric service lines, electric meter, electric panel, and facilities at the Eagle Ridge residence that created a bypass of the electric meter resulting in unmetered consumption at the premises. The energy theft that occurred at the Eagle Ridge residence was not only a violation of SDG&E's Electric Rule 18.D, which prohibits meter tampering and unauthorized connection or reconnections, it was also a

violation of California Penal Code Sections 498. Moreover, the bypass created an unsafe condition that had the potential to cause a fire, electrical shock, or even the risk of electrocution to SDG&E service technicians, law enforcement agents, firefighters, city or county officials, and occupants of the residence and/or community. Consequently, SDG&E determined that Lilian, Steve, and one of their co-conspirators made, or caused to be made, an electric meter bypass, resulting in energy theft. Pursuant to SDG&E Electric Rule 18, SDG&E estimated the value of the unauthorized energy use at \$4,111.76.

Agent Houska submitted a report to the District Attorney's Office in which he identified Steve, Lilian, Steve's electrician, and one of Steve's associates as being responsible for the energy theft that took place at the Eagle Ridge residence. (*Id.*, at p. 22, ln. 9 through p. 23, ln. 5.) The report also recommended that the District Attorney's Office prosecute the alleged energy theft. (*Id.*, at p. 22, lns. 5-8.) Unfortunately, the District Attorney's Office did not bring charges because the United States District Court sealed the wiretap investigation records. (*Id.*, at p. 23, lns. 6-15.) As a result, the FBI was not able to provide the District Attorney's Office with evidence, obtained via the wiretap investigation, relating to the alleged energy theft that took place at the Eagle Ridge residence. (*Id.*)

Initially, SDG&E waited for the criminal proceedings to provide restitution to SDG&E. However, when the District Attorney did not press charges, SDG&E followed its normal collection practices. As such, on or about March 6, 2012, SDG&E mailed a final bill of \$4,111.76, addressed to "Lilian Gorja," to the Saint Anne residence (the "Add-Bill" or "energy theft bill"). SDG&E properly did so because Lilian was identified as a co-applicant at that address in 2009, Lilian had requested that SDG&E send all bills for the Eagle Ridge residence to the Saint Anne residence, and a search for Lilian, via the credit reporting service Experian, identified the Saint Anne address as the "Best Address" for Lilian. (*See* Attachment C, the Declaration of Monica Freymiller ("Freymiller Decl."), at p. 2, ¶ 6.)

This bill was received by Vivian at the Saint Anne residence, and Lilian was made aware of it. Lilian had her then fiancé, Simon Bowles, contact SDG&E to discuss the bill. Simon Bowles was not listed on the account for Eagle Ridge and, therefore, SDG&E could not provide account information to him. Furthermore, during this time period, Lilian was under federal indictment. As such, she never directly spoke with an SDG&E representative to specifically authorize Simon Bowles to access her account information.

Having not received payment of the energy theft bill, on April 17, 2012, SDG&E transferred the bill from the Eagle Ridge Account to the Saint Anne Account, pursuant to SDG&E Electric Rule 11.A.9. This rule provides that “[a] customer's electric service may be discontinued for non-payment of a bill for service of the same class rendered to the customer at a previous location served by the Utility . . .” (See Attachment D, SDG&E Electric Rule 11.A.9.) SDG&E properly transferred the bill because all available evidence (e.g. the account records for the Saint Anne residence, the Experian search results, Lilian’s request that SDG&E send the bills for the Eagle Ride address to the Saint Anne address, etc.) indicated that Lilian resided at the Saint Anne residence. Further, the power service provided to the Eagle Ridge and Saint Anne addresses was of the same class (i.e., residential service).

Upon receiving the bill-transfer letter, Vivian called SDG&E to inquire about the transfer. SDG&E informed Vivian that its records reflected that Lilian was residing at that Saint Anne address when the account was established, and Lilian was never removed from the Saint Anne Account. Vivian denied that Lilian was living at the Saint Anne residence and further claimed that she had not added Lilian to the account. She claimed that only she and Steve were listed on the account. Vivian then stated that her attorney would be contacting SDG&E. The SDG&E representative provided Vivian with the number for the dispute resolution department. He also informed her that she was past due on the regular bill for the Saint Anne residence, in addition to the Add-Bill.

On May 24, 2012, Vivian called and spoke with an SDG&E representative regarding the Add-Bill. During this call, Vivian repeated her claim that she never added Lilian to the Saint Anne Account, and that she only added Steve to the account. When asked where Lilian lived, Vivian responded “somewhere in Rancho,” but did not know the address. The representative informed Vivian that SDG&E would require the current rental or lease agreement to where Lilian was living, to prove that Lilian was no longer living with Vivian at the Saint Anne residence. The SDG&E representative then told Vivian “I can give you the fax number if you just want to have her fax it over to us.” Vivian agreed, and the number was provided.

Having not received the requested information, on June 4, 2012, the system generated a Notice of Past Due on the account for both the regular electric bill for the Saint Anne address and for the Add-bill which resulted from the energy theft at the Eagle Ridge residence.

On June 14, 2012, Vivian called about the Notice of Past Due. She stated that she would pay her regular account bill. However, she added that she believed the \$4,000 would be taken off based on the prior call. The representative specifically asked Vivian if she knew whether Lilian had faxed over the current rent agreement. In response, Vivian stated “No. *Lilian never lived with me*. I don’t know how they put her name on the bill to begin with. And that’s what I was trying to explain to them.” In the civil case, the evidence showed that, contrary to this statement, Lilian did, in fact, live with Vivian at the Saint Anne residence, with the exception of a brief period of time in 2010 when Lilian lived in Michigan.

Vivian then claimed that Lilian had faxed over the lease, but an SDG&E customer representative informed Vivian that SDG&E’s records indicated that SDG&E had not received the lease. The representative informed Vivian that the SDG&E employee who was handling the Saint Anne Account was currently out of the office, and would follow up with Vivian when the employee returned. Vivian made payment arrangements on the outstanding bills in order to avoid disconnection.

On June 18, 2012, an SDG&E representative called Vivian and informed her that SDG&E had not received Lilian's lease. The representative then provided Vivian with fax information so that the lease could be sent to SDG&E. Vivian stated that Lilian and her fiancé, Simon Bowles, were out of town and would not return until June 29, 2012.

On or about July 2, 2012, Vivian faxed a lease agreement for 11412 #41 Via Rancho San Diego, El Cajon, CA 92019 to SDG&E. The lease was incomplete. It did not identify the tenants, nor did it include a signature page. (*See Freymiller Decl.*, at p. 3, ¶ 8; Attachment E, Incomplete Lease Agreement.)

On or about July 6, 2012, SDG&E left a voicemail for Vivian, informing her that the lease she had provided was incomplete, and therefore SDG&E would not accept it as evidence that Lilian no longer resided at the Saint Anne residence. On July 16, 2012, Vivian returned the call and claimed that there were signatures on the lease. The SDG&E representative told Vivian that SDG&E required a complete rental agreement which shows "who's renting to who, what day they moved in, how much they're renting for, the property address, and then signatures." Vivian claimed that the lease she saw had the required signatures. The SDG&E representative informed her that the lease that SDG&E received did not contain any signatures, and suggested that Vivian fax SDG&E the lease that she saw.

Instead of providing SDG&E with a complete lease, on August 2, 2012, Mr. Bowles, called SDG&E to establish service at the Saint Anne residence on his behalf. He falsely claimed that no one would be living with him at the Saint Anne residence. Given that the Saint Anne Account was subject to disconnection, an SDG&E representative informed Mr. Bowles that service could not be established in his name, but an SDG&E representative would call him to discuss his service request. The call was then assigned for further inquiry and verification. When an SDG&E representative called Mr. Bowles for further details about his service request, he claimed that he did not call SDG&E to request service.

However, during his deposition, when Mr. Bowles was confronted with a voice recording of the call, he acknowledged that he made the call.

On August 6, 2012, Complainants directed their attorney, Drew Dunk, to send SDG&E a letter. The letter contained the assertion that Lilian was not residing at the Saint Anne residence. In the letter, Attorney Dunk writes “[this letter] will further confirm that you have been provided with a copy of a residential lease for Lilian Gorla showing that she resides in Rancho San Diego and does not reside with Vivian Gorla.” (See Attachment F, Attorney Drew Dunk’s Letter to Lydia Bentley, dated August 6, 2012 (“Dunk Letter”), at p. 4, ¶ 2.) The Rancho San Diego lease was not included in the Dunk Letter. Instead, Vivian’s lease agreement for the Saint Anne residence was provided. Nevertheless, when the Dunk Letter was sent, Complainants were well aware that Lilian was living with them at the Saint Anne residence. (See Attachment G, the Deposition of Vivian Gorla (“Vivian Gorla Depo.”), at p. 66, lns. 12-22, p. 70, lns. 1-9.)

On August 7, 2012, Complainants filed an informal complaint with the Commission. SDG&E responded to the informal complaint by providing the Commission with details related to its actions. However, having not received credible proof that Lilian lived elsewhere, SDG&E discontinued power to the Saint Anne residence on August 17, 2012.

On or about August 21, 2012, after the Commission reviewed the informal complaint, the Commission mailed Vivian a letter in which it advised her that it was unable to take further action at the informal level, and if she wished to pursue her dispute further she would have to file a formal complaint to be heard by an Administrative Law Judge. (See Attachment H, CPUC Letter to Vivian Gorla, dated August 21, 2012, p. 2, ¶ 3.) The letter also included forms and instructions for filing a formal complaint with the Commission. (*Id.*)

On August 28, 2012, SDG&E restored electric service to the Saint Anne residence, after receiving a letter from Complainants’ attorney, to which a letter from a medical doctor was attached.

The doctor stated that Complainant George Gorla (“George”) had been hospitalized twice and it was “essential that he have electricity in the home in order to maintain his health and safety.” Given the nature of the doctor’s assertion, SDG&E temporarily restored service.

Late, during discussions between SDG&E’s attorney and Attorney Dunk, Attorney Dunk made representations to SDG&E’s attorney that Lilian did not reside at the Saint Anne residence. SDG&E’s attorney accepted these representations, and SDG&E ceased its collection efforts for the Add-Bill at the Saint Anne residence. However, SDG&E reserved the right to recommence its collection efforts at the Saint Anne residence, should Attorney Dunk’s representations prove to be incorrect. Through the civil case, SDG&E has learned that Attorney Dunk’s representations were, in fact, incorrect. Lilian was indeed living with Complainants at the Saint Anne residence when Attorney Dunk made representations to the contrary.

Two years later, on or about August 15, 2014, Complainants filed a superior court complaint against SDG&E for alleged damages, claiming that SDG&E wrongfully transferred the Add-Bill and terminated service at the Saint Anne residence. In their First Amended Complaint, Complainants alleged that SDG&E wrongfully disconnected electric service from the Saint Anne residence, resulting in the following causes of action: (1) Negligence; (2) Breach of Contract; (3) Intentional Infliction of Emotional Distress; (4) Negligent Infliction of Emotional Distress; and (5) Civil Extortion. (*See Dunk Letter*, at p. 4, ¶ 2.)

SDG&E denied all claims, asserted affirmative defenses and filed a Cross-Complaint against Lilian and Steve on March 26, 2015, alleging the following causes of action: (1) Total Indemnity; (2) Equitable Indemnity; (3) Damages (for Energy Theft); (4) Contribution; and (5) Implied Contractual Indemnity.

On April 22, 2016, however, the court granted SDG&E’s motion for summary judgment dismissing the case, as the Commission has sole jurisdiction to adjudicate disputes regarding transfers

of bills and interpretations of tariffs related to billing issues. Complainants filed their formal complaint before the Commission the day before SDG&E's motion was granted (i.e., April 21, 2016).

With respect to the bill transfer and service discontinuance, under SDG&E's tariff rules, SDG&E has two separate and independent grounds to support these actions. First, pursuant to SDG&E Electric Rule 11.A.9, the transfer of the Add-Bill was proper because the Add-Bill constitutes a debt incurred by Lilian at another property (i.e., the Eagle Ridge residence). Thus, SDG&E had the authority to discontinue power service to the Saint Anne address, where Lilian lived, because Lilian failed to pay the energy theft bill from her previous address.

Second, as discovered in the civil case, Complainants violated SDG&E Electric Rule 3.A by knowingly providing SDG&E with false, incomplete, misleading, and inaccurate information as described above. SDG&E Electric Rule 3.A provides that SDG&E may cease providing electric service to customers who knowingly provide SDG&E with "false, incomplete, misleading, or inaccurate" information. (See SDG&E Electric Rule 3.A.) It is clear that Complainants, through Lilian, Mr. Bowles, and Attorney Dunk, provided false, incomplete, misleading, and inaccurate information to SDG&E. Accordingly, pursuant to its tariff rules, SDG&E had the authority to transfer Lilian's Add-Bill from the Eagle Ridge Account to the Saint Anne Account, and discontinue power to the Saint Anne account.

II. PROCEDURAL MATTERS

- Category: This case is an adjudicatory matter.
- Hearings: Hearings may be avoided in this proceeding because the Commission can dispose of the Complaint as a matter of law on summary judgment.
- Proposed Schedule
 - SDG&E's Motion for Summary Judgment: SDG&E is planning to file this motion soon.

- Complainants' Response to SDG&E's Motion for Summary Judgment: Due 15 days following SDG&E's filing of its Motion for Summary Judgment, in accordance with Rule 11.1.
- SDG&E's Reply in Support of its Motion for Summary Judgment: Due 10 days following Complainants' response.
- ALJ Decisions on SDG&E's Motion for Summary Judgment: 30 to 60 days following SDG&E's reply.
- In the event that this case moves to hearings:
 - Complainants' Prepared Opening Testimony: 20 days following the ALJ decision on SDG&E's Motion for Summary Judgment.
 - SDG&E's Prepared Reply Testimony: 20 days following Complainant's Prepared Opening Testimony.
 - Hearings: 14 days following SDG&E's Prepared Reply Testimony.
 - Post-Hearing-Opening Briefs: 20 days after hearings.
 - Reply Briefs: 14 days following opening briefs.

The foregoing schedule would allow for a Commission decision within 12 months, as set forth in Rule 4.4.

III. SDG&E'S RESPONSES TO COMPLAINANTS' ALLEGATIONS

COMPLAINANTS' ALLEGATION NO. 1:

Complainants Vivian and George Gorla reside at 2489 Saint Anne Drive, El Cajon, CA 92019.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 1:

ADMIT in part. George currently lives at the Saint Anne residence. However, George was living elsewhere prior to February of 2012.

COMPLAINANTS' ALLEGATION NO. 2:

On July 29, 2009, Vivian Gorla had her SDG&E service transferred to her new residence at the Saint Anne address, via a recorded call.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 2:

ADMIT.

COMPLAINANTS’ ALLEGATION NO. 3:

During that recorded phone call, Vivian Gorja informed SDG&E that her sister, Lilian Gorja, would be living with her at the Saint Anne address, and her brother, Steve Gorja, would be “in and out” of the residence.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 3:

ADMIT.

COMPLAINANTS’ ALLEGATION NO. 4:

On August 3, 2009, Lilian Gorja moved from the Saint Anne address to Europe, and then to Michigan where she stayed with her uncle and got a Michigan driver’s license.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 4:

DENY in part. Deposition testimony indicates that Lilian vacationed in Europe for a short period of time; further, Lilian temporarily relocated to Michigan in 2010. However, while living in Michigan, Lilian did not rent an apartment or obtain employment. Instead, she stayed with an uncle, and continued to receive mail, maintain a room, and pay rent to Vivian at the Saint Anne residence. She returned to the Saint Anne residence in late 2010.

COMPLAINANTS’ ALLEGATION NO. 5:

Steve Gorja did not move into the Saint Anne address. He moved from his condo to a new residence at 1074 Eagle Ridge Place, Chula Vista, CA 91913.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 5:

DENY in part. It is true that Steve lived at 1074 Eagle Ridge Place, Chula Vista, CA 91913 prior to being incarcerated. However, he may have lived at the Saint Anne residence prior to moving

into the Eagle Ridge residence. More importantly, after he was released from prison, Steve moved into the Saint Anne residence and has resided there ever since.

COMPLAINANTS' ALLEGATION NO. 6:

Lilian Gorla helped her brother Steve Gorla by opening an account in her name with SDG&E for the Eagle Ridge address.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 6:

DENY in part. Lilian did not open the account at the Eagle Ridge residence simply to "help" her brother. She opened this account in her name so that her brother could avoid paying the deposit that SDG&E had requested. This practice constitutes intent to evade SDG&E's credit practices, under SDG&E Electric Rule 11.D.

COMPLAINANTS' ALLEGATION NO. 7:

The Saint Anne address is the Gorla family "hub."

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 7:

SDG&E is not aware of what Complainants mean by "hub." Therefore, SDG&E admits as follows: the evidence produced in the civil case makes it clear that Lilian has consistently maintained a presence at the Saint Anne residence. All records and testimony indicate that she was residing there in 2009, most of 2010, 2011, and in 2012; further, she continued to reside at the Saint Anne residence until 2015. With respect to Steve, he may have resided at the Saint Anne residence prior to being incarcerated, but he definitely resided at the Saint Anne residence upon being released.

COMPLAINANTS' ALLEGATION NO. 8:

During that recorded phone call, Vivian Gorla informed SDG&E that her sister, Lilian Gorla, would be living with her at Saint Anne, and her brother, Steve Gorla, would be "in and out" of the residence.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 8:

ADMIT. Because Lilian and Steve were identified as adults who would be residing with Vivian at the Saint Anne residence, and benefiting from the power service provided to that address, under SDG&E Electric Rule 3.D, Lilian and Steve were jointly and severally liable for the energy bills pertaining to the Saint Anne residence. (*See* SDG&E Electric Rule 3.D.) Accordingly, SDG&E listed them on the Saint Anne account. (*See* Attachment I, the Deposition of Beatrice Meadows (“Meadows Depo.”), at p. 17, lns. 11-18.)

COMPLAINANTS’ ALLEGATION NO. 9:

On April 11, 2011, Steve Gorla was arrested. The arresting officers saw what they believed to be a “power bypass” at the Eagle Ridge residence and contacted SDG&E. SDG&E began an investigation into the alleged power theft.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 9:

ADMIT. During their investigation of the Eagle Ridge residence, following Steve’s arrest, officers found evidence that energy theft had taken place at the residence. Upon investigating the power bypass, SDG&E determined that Lilian, Steve, and one of their co-conspirators made the bypass, or caused the bypass to be made, which resulted in energy theft.

COMPLAINANTS’ ALLEGATION NO. 10:

Steve Gorla pleaded guilty to conspiracy to commit sports bribery and conspiracy to commit a 211 robbery. He was incarcerated until June of 2013.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 10:

ADMIT as follows: Steve pleaded guilty to 18 U.S.C. Section 371, Conspiracy to Commit Sports Bribery, Conduct an Illegal Gambling Business, and Distribute Marijuana. He was sentenced to imprisonment for 30 months. Separately, Steve was indicted for allegedly violating California Penal Code Section 182(a)(1), Conspiracy to Commit a Crime, and California Penal Code Sections 211 and

213(a)(1)(A), Robbery, First Degree in Concert. However, he was only adjudged guilty of Conspiracy to Commit a Crime.

COMPLAINANTS' ALLEGATION NO. 11:

In the meantime, the Goria family helped move Steve Goria's stuff out of the Eagle Ridge home.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 11:

SDG&E has no knowledge regarding the veracity of this claim. However, during the civil case, deposition testimony was elicited that some members of the Goria family moved Steve's belongings, including a fish tank, to the Saint Anne residence.

COMPLAINANTS' ALLEGATION NO. 12:

Steve Goria's family did not know about the alleged power theft.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 12:

Unable to ADMIT or DENY, as SDG&E does not have knowledge regarding the private discussions among the members of the Goria family. However, Steve's energy bills were being sent to the Saint Anne residence, per Lilian's request, where Lilian was paying them for him. (*See Attachment J, the Deposition of Lilian Goria ("Lilian Goria Depo."), at p. 81, Ins. 17-23.*) Additionally, Vivian was aware that the bills for the Eagle Ridge residence were being sent to the Saint Anne residence.

COMPLAINANTS' ALLEGATION NO. 13:

In approximately May of 2011, the Goria family paid all the outstanding bills regarding the Eagle Ridge address including the final SDG&E bill. The Goria family thought everything was paid and all accounts closed.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 13:

ADMIT as to the bills presented at that time. DENY as to the Add-Bill presented in March of 2012, which remains unpaid to this day. Moreover, SDG&E has no knowledge regarding the veracity

of Complainants' assertion that the Gorla family believed that "everything was paid and all accounts [were] closed" in approximately May of 2011.

COMPLAINANTS' ALLEGATION NO. 14:

On March 6, 2012, SDG&E sent a letter to Lilian Gorla at the Saint Anne address. The letter informed Lilian that SDG&E had discovered that an unauthorized modification of SDG&E's equipment had taken place at Eagle Ridge, which resulted in energy not registering properly on the meter. The letter informed Lilian, who established the Eagle Ridge account in her name, that due to the unmetered energy usage at Eagle Ridge, she owed SDG&E \$4,111.76. The letter also provided Lilian with a phone number and an email address that she could use to contact SDG&E with any questions that she had, or to discuss payment arrangements.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 14:

ADMIT as follows: SDG&E sent this letter to Lilian at the Saint Anne address because Lilian had established the Eagle Ridge account in her name and requested that SDG&E send all billing statements for the Eagle Ridge residence to the Saint Anne residence. Moreover, SDG&E sent this letter to Lilian at the Saint Anne address because she was identified as residing there when the Saint Anne Account was established, and was therefore considered a co-applicant on the account. Furthermore, an Experian search identified the Saint Anne residence as the "Best Address" for Lilian. (See Freymiller Decl., at p. 2, ¶¶ 2-3; 6.)

COMPLAINANTS' ALLEGATION NO. 15:

The Gorla family was shocked. They had no idea why SDG&E would be writing a letter about a meter not registering the correct usage and resulting in a bill for \$4,111.76.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 15:

Unable to ADMIT or DENY as this reflects a state of mind. SDG&E has no personal knowledge whether they were or were not shocked. SDG&E contends that they shouldn’t of been Shocked given the extenuating circumstances of Steve’s lifestyle.

COMPLAINANTS’ ALLEGATION NO. 16:

Lilian Gorla had her fiancé, Simon Bowles, call Mr. Whittle (i.e., the SDG&E representative who sent the letter to Lilian Gorla) to try to discuss the matter. Mr. Whittle required that Lilian Gorla give him permission to speak to Mr. Bowles. This was done and Mr. Bowles tried to determine what the \$4,111.76 bill was for. Mr. Whittle told Mr. Bowles that there had been a power bypass at the Eagle Ridge address, but he didn’t know much information about it.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 16:

ADMIT in part and DENY in part as follows: Simon Bowles was not listed on the Eagle Ridge Account. When he contacted SDG&E to discuss the Add-bill, an SDG&E representative informed him that he could not discuss the issue with Mr. Bowles, and therefore did not respond to Mr. Bowles’s questions.

Lilian never called SDG&E directly to authorize Mr. Bowles to speak on her behalf regarding the Eagle Ridge Account. Furthermore, during this time period, Lilian was under federal indictment. As such, Lilian never directly spoke with an SDG&E representative to specifically authorize Mr. Bowles to access her account information. For this reason, SDG&E did not provide Mr. Bowles with details regarding the Add-bill.

COMPLAINANTS’ ALLEGATION NO. 17:

Mr. Bowles then asked all the Gorla family members if any of them knew anything about the bypass and they did not. He did not speak to Steve Gorla who was still incarcerated. Everyone was concerned – especially since this issue was never raised until a year later.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 17:

Unable to ADMIT or DENY. SDG&E has no knowledge regarding the veracity of these claims or the discussions that took place among the members of the Gorla family.

COMPLAINANTS’ ALLEGATION NO. 18:

After not being able to collect the \$4,111.76 from Steve Gorla who was incarcerated or from Lilian Gorla who was in Michigan, SDG&E decided it would attempt to collect this debt from complainant Vivian Gorla – even though she had absolutely nothing to do with the Eagle Ridge residence and did not get any beneficial use of the power at Eagle Ridge.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 18:

DENY. Lilian did not reside in Michigan in 2011 or 2012, and SDG&E did not “decide to collect a debt from Vivian.” Instead, SDG&E transferred Lilian’s energy theft bill from the Eagle Ridge account, for which Lilian was responsible, to the Saint Anne account because: (1) SDG&E’s account records identified Lilian as a resident of the Saint Anne address prior to the creation of the energy theft bill; (2) Lilian directed SDG&E to send the bills for the Eagle Ridge residence to the Saint Anne residence, and (3) an Experian search listed the Saint Anne address as Lilian’s “Best Address.”

With respect to the statement that Vivian “had absolutely nothing to do with the Eagle Ridge residence,” Vivian was aware that the bills for the Eagle Ridge residence were being sent to Lilian at the Saint Anne residence, and allowed this to occur without objection.

COMPLAINANTS’ ALLEGATION NO. 19:

When Vivian Gorla said she did not have \$4,111.76 and that she should not be responsible for her sibling’s debt, SDG&E sent her a shut-off notice.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 19:

DENY. For the reasons set forth previously, this is a blatant mischaracterization of Vivian’s interactions with SDG&E.

COMPLAINANTS' ALLEGATION NO. 20:

Then, Vivian Gorla retained attorney Andrew P. P. Dunk III to represent her and get SDG&E to back down from their attempt to collect Steve and Lilian Gorla's disputed debt from Vivian Gorla.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 20:

Unable to ADMIT or DENY as this reflects discussions between Plaintiff and her attorney. However, it is clear that in August of 2012, Vivian knew that Lilian was living at the Saint Anne residence, but Attorney Dunk represented to SDG&E that Lilian did not live at the Saint Anne residence in August of 2012. Therefore, Vivian's true motives for retaining Attorney Dunk are unknown to SDG&E.

COMPLAINANTS' ALLEGATION NO. 21:

They also contacted UCAN and "Consumer Bob" Hanson at NBC Universal KNSD for assistance. Attorney Dunk contacted SDG&E on July 30, 2012 and was advised that unless payment was received by August 6, 2012, service would be shut off on August 7, 2012.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 21:

ADMIT.

COMPLAINANTS' ALLEGATION NO. 22:

Attorney Dunk spoke with Ms. Leslie Gallagos who was extremely rude and evasive to his questions.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 22:

DENY. SDG&E fully denies Complainants' characterization of this phone call.

COMPLAINANTS' ALLEGATION NO. 23:

He was finally transferred to a supervisor, Ms. Lydia Bentley. Attorney Dunk summarized his discussions as follows: During my conversations, I was basically advised that SDG&E's position is that the Tariff allows them to transfer the debt from one person to another person's account.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 23:

DENY. This is a blatant mischaracterization of SDG&E’s position regarding bill transfers. As discussed in its Response to Complainants’ Allegation No. 19, SDG&E sought to collect on the energy theft debt from *Lilian* at the Saint Anne address, pursuant to SDG&E Electric Rule 11.A.9.

COMPLAINANTS’ ALLEGATION NO. 24:

I was referred to Tariff Rule 3D as the basis for their position. SDG&E said that because *Lilian* was now living with *Vivian*, they were transferring the debt to *Vivian*’s account.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 24:

DENY. At the time that this phone call took place, SDG&E’s records reflected that *Lilian* had been a co-applicant on the Saint Anne account since the account was first opened in 2009. As discussed in its response to Complainants’ Allegation No. 19, SDG&E sought to collect on the energy theft debt from *Lilian* at the Saint Anne address, pursuant to SDG&E Electric Rule 11.A.9.

COMPLAINANTS’ ALLEGATION NO. 25:

We discussed that it was my understanding that *Lilian Gorla* did not live with *Vivian Gorla*, but SDG&E did not want to hear anything. They just wanted to be paid.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 25:

ADMIT as follows: At her deposition, *Vivian* testified that *Lilian* resided with Complainants at the Saint Anne residence when this phone conversation took place, and continued to live there until June of 2015. (*See Vivian Gorla Depo.*, at p. 66, Ins. 12-22, p. 70, Ins. 1-9.) Therefore, either Attorney Dunk provided Ms. Bentley with false information regarding *Lilian*’s whereabouts, or Complainants provided Attorney Dunk with false information regarding *Lilian*’s whereabouts. SDG&E requested that *Vivian* provide SDG&E with proof that *Lilian* no longer resided at the Saint Anne residence, but *Vivian* failed to provide any such evidence.

COMPLAINANTS' ALLEGATION NO. 26:

We discussed that my clients had provided a copy of Lilian's residential lease showing she was residing elsewhere, but they said it was not good enough evidence. I offered to provide Vivian's sworn statement under penalty of perjury, but they said that wasn't good enough either. I explained that a sworn statement was good enough for the California Superior Court, but they said it wasn't good enough for them.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 26:

DENY. First, SDG&E does not take the position that the lease agreement that Vivian provided was not "good enough." As previously referenced, the lease agreement was *incomplete*. It did not contain any names or signatures. Without this basic information, SDG&E had no basis to conclude that Lilian lived at an address other than the Saint Anne address.

Secondly, Lilian *did*, in fact, reside with Complainants at the Saint Anne residence when Attorney Dunk claimed that Vivian was willing to provide a sworn statement to the contrary. Attorney Dunk's representation indicates that Vivian was willing to lie under oath in order to convince SDG&E that Lilian did not live with her at the Saint Anne residence. Such conduct indicates that Vivian understood that if Lilian was residing with her at the Saint Anne residence, SDG&E would have the authority to transfer Lilian's Add-Bill to the account for the Saint Anne address, where Lilian resided.

Given this information, SDG&E's decision to not rely on an incomplete lease or sworn statement provided by Vivian was well founded.

COMPLAINANTS' ALLEGATION NO. 27:

Attorney Dunk spoke with Ms. Leslie Gallagos who was extremely rude and evasive to his questions.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 27:

DENY. SDG&E fully denies Complainants' characterization of this phone call.

COMPLAINANTS' ALLEGATION NO. 28:

On July 31, 2012, SDG&E sent a "FINAL NOTICE BEFORE DISCONNECT" to Vivian Gorla demanding \$3,790 to avoid a shut off of her power. Attorney Dunk called SDG&E and was advised that service would be shut off on August 7, 2012, unless payment was received by August 6, 2012.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 28:

ADMIT.

COMPLAINANTS' ALLEGATION NO. 29:

Mr. Dunk spoke with Ms. Collins who Mr. Dunk believed was unhelpful, rude and would not listen to any argument regarding the Tariff whatsoever.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 29:

DENY. SDG&E fully denies Complainants' characterization of this phone call.

COMPLAINANTS' ALLEGATION NO. 30:

She said that Vivian Gorla added Lilian Gorla as a co-applicant on July 29, 2009.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 30:

ADMIT as follows: SDG&E added Lilian to the Saint Anne Account when Vivian identified her as an adult that would be residing at the Saint Anne residence. According to SDG&E's tariff rules, regardless of whether individuals residing together file a joint application for service, adults who reside at a residence and benefit from the power service provided to that residence are jointly and severally liable for that power service while they reside at the residence. (*See* SDG&E Electric Rule 3.D.)

Accordingly, pursuant to SDG&E's tariff rules, Lilian was identified as a co-applicant on the Saint Anne Account when Vivian established service on July, 29, 2009, and informed SDG&E that Lilian was an adult who would be living with her at the Saint Anne residence. (*See* SDG&E Electric Rule 3.D); Meadows Depo., at p. 17, Ins. 11-18.)

COMPLAINANTS' ALLEGATION NO. 31:

Mr. Dunk advised SDG&E that Lilian Gorla was not a co-applicant of Vivian Gorla.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 31:

DENY. As discussed in SDG&E's Response to Complainants' Allegation No. 30, Lilian was listed as a co-applicant on the Saint Anne account, under SDG&E Electric Rule 3.D, because she resided there, and was therefore jointly and severally liable for the service provided to the Saint Anne address while she lived there.

COMPLAINANTS' ALLEGATION NO. 32:

This is a significant question we specifically ask the CPUC to rule on. Was Lilian Gorla a co-applicant on Vivian Gorla's account or was she simply an adult residing at the premises?

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 32:

No admission or denial is required, since this is Complainants' request; However, if one is required, then SDG&E DENIES as it believes that the pertinent issues in this case are as follows: (1) Was Lilian an adult when she was identified by Vivian as a person that would be residing at the Saint Anne residence; (2) Did Lilian reside at the Saint Anne residence as claimed by Vivian; (3) Did Lilian violate SDG&E's tariffs by establishing service at the Eagle Ridge residence, in her name, so that Steve could avoid paying a deposit to SDG&E; (4) did energy theft occur at the Eagle Ridge residence; (5) did SDG&E calculate Lilian's Add-Bill, pursuant to its tariffs; (6) did SDG&E mail the Add-Bill to the Saint Anne residence; (7) did SDG&E's records and public records reflect that Lilian lived at the Saint Anne address; (8) was the energy theft bill paid; (9) did Complainants, their attorney, Lilian, and/or Mr. Bowles make false, incomplete, inaccurate, or misleading representations to SDG&E regarding Lilian's address; (10) was Lilian living at the Saint Anne residence when the power service was discontinued to that address in August of 2012; and (11) did the Eagle Ridge and Saint Anne addresses receive the same class of power service (e.g. residential service)?

COMPLAINANTS' ALLEGATION NO. 33:

Tariff Rule 3 makes a clear distinction between the “name of the applicant(s)” and the “name of the applicant’s spouse or other adults residing at the premises.” Requesting the name of other adults residing at the premises would be appropriate because they could be jointly and severally liable for service rendered while such other adults resided at the premises and benefited from said services. Nowhere in the Tariff Rules is co-applicant defined.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 33:

DENY as follows: When Vivian called to establish service at the Saint Anne residence, Vivian was aware that Lilian would be moving to the Saint Anne residence with her. As such, Vivian called SDG&E to establish service on behalf of herself, and her entire household (including Lilian). Complainants’ focus on the irrelevant issue of whether Lilian should have been listed as a “co-applicant” on the Saint Anne Account is misguided. As discussed in SDG&E’s Response to Complainants’ Allegation No. 30, Lilian was listed as a co-applicant on the Saint Anne account, under SDG&E Electric Rule 3.D, because she identified as residing there, and was therefore jointly and severally liable for the service provided to the Saint Anne address while she lived there.

COMPLAINANTS' ALLEGATION NO. 34:

According to BusinessDictionary.com, a co-applicant is defined as, “A signatory on a credit application who assumes equal responsibility as the applicant.” Lilian Gorla was not a signatory on Vivian Gorla’s account. More importantly, Vivian Gorla was not a co-applicant of Lilian Gorla.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 34:

DENY. BusinessDictionary.com definitions are not relevant to the issues presented in this matter. The pertinent rules are the tariffs approved by the CPUC. SDG&E Electric Rule 3.D clearly provides that **regardless of whether individuals residing together file a joint application for service**, all adults residing in a residence and benefiting from the power service provided to that

residence are jointly and severally liable for that power service. As discussed in SDG&E's Response to Complainants' Allegation No. 30, Lilian was listed as a co-applicant on the Saint Anne account, under SDG&E Electric Rule 3.D, because she resided there, and was therefore jointly and severally liable for the service provided to the Saint Anne address while she lived there.

COMPLAINANTS' ALLEGATION NO. 35:

SDG&E has taken the position that because Lilian Gorla was an adult residing in Vivian Gorla's Saint Anne residence at the time Vivian Gorla transferred services to the Saint Anne residence, this made Lilian Gorla a "co-applicant" of Vivian Gorla's account.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 35:

ADMIT as follows: This statement misstates SDG&E's position and fails to acknowledge that Lilian was not just residing at the Saint Anne residence when service was established at that address:

Lilian Gorla resided at the Saint Anne residence when power service was disconnected from that address due to her failure to pay her Add-Bill. (See SDG&E Electric Rule 11.A.9.)

Moreover, Complainants' focus on the irrelevant issue of whether Lilian should have been listed as a "co-applicant" on the Saint Anne account is misguided. As discussed in SDG&E's Response to Complainants' Allegation No. 30, Lilian was listed on the Saint Anne account, under SDG&E Electric Rule 3.D, because she resided there, and was therefore jointly and severally liable for the service provided to the Saint Anne address while she lived there.

COMPLAINANTS' ALLEGATION NO. 36:

SDG&E next argues that when Lilian Gorla opened her own account at Eagle Ridge, SDG&E could transfer any debt from Eagle Ridge to Vivian Gorla's account at Saint Anne even though Vivian Gorla had nothing to do with the Eagle Ridge account.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 36:

DENY as follows: SDG&E Electric Rule 11.A.9, which was approved by the Commission, provides that, “[a] customer's electric service may be discontinued for non-payment of a bill for service of the same class rendered to the customer at a previous location served by the Utility . . .” Pursuant to this rule, SDG&E had the authority to discontinue power service to the Saint Anne residence in August of 2012 because the Saint Anne address was Lilian’s current address at the time, she had not paid the energy theft bill at her previous address (i.e., the Eagle Ridge address), the Saint Anne address received the same class of power service as the Eagle Ridge address (i.e., residential service), and both addresses are served by SDG&E.

COMPLAINANTS’ ALLEGATION NO. 37:

On August 6, 2012 Attorney Dunk sent a letter to Ms. Bentley at SDG&E stating the facts and law and advising SDG&E that turning off the power would affect Vivian Gorja’s “sick father, children, and a baby living in the home who cannot live without power.”

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 37:

DENY as follows. The letter made misplaced arguments regarding the facts and law which SDG&E did not accept. Further, in the letter, Complainant’s **Attorney made the false, incomplete, misleading, and inaccurate representation that Lilian did not reside at the Saint Anne residence as of August 6, 2012** (the day on which the letter was sent). Vivian later testified, at her deposition, that Lilian *did* live with her at the Saint Anne residence at that time, and continued to live there until June of 2015. (See Vivian Gorja Depo., at p. 66, lns. 12-22, p. 70, lns. 1-9.)

COMPLAINANTS’ ALLEGATION NO. 38:

On August 20, 2012, Attorney Dunk called Ms. Meadows at SDG&E and advised her that it was 100 degrees in El Cajon and the Gorias were very worried about George Gorja as he is 72 with a heart condition and dementia. He has difficulty walking. He has to urinate frequently and can’t see in

the middle of the night to go to the bathroom without any electricity. Ms. Meadows basically didn't want to hear anything and said "this is now at the attorney level so I can't help you."

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 38:

DENY. SDG&E fully denies these allegations as they are characterized and phrased.

COMPLAINANTS' ALLEGATION NO. 39:

Despite the best efforts of Attorney Dunk, UCAN, and "Consumer Bob" Hanson at NBC, SDG&E terminated Vivian Gorja's power because she would not pay this debt.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 39:

DENY. As discussed in SDG&E's Response To Complainants' Allegation No. 36, pursuant to SDG&E Electric Rule 11.A.9, SDG&E discontinued power service to the Saint Anne residence in August of 2012 because the Saint Anne address was Lilian's current address at the time, she had not paid the energy theft bill at her previous address (i.e., the Eagle Ridge address), the Saint Anne address received the same class of power service as the Eagle Ridge address (i.e., residential service), and both addresses are served by SDG&E.

SDG&E provided the Complainants with multiple opportunities to provide a valid, complete lease for Lilian to establish that Lilian no longer lived at the Saint Anne residence, but failed to do so. Moreover, Lilian was fully aware of SDG&E's efforts to contact her, regarding her energy theft bill, but she chose to sit back and allow power service to be disconnected from the Saint Anne residence, instead of taking responsibility for her energy theft debt by making payment arrangements with SDG&E.

COMPLAINANTS' ALLEGATION NO. 40:

The termination caused a number of problems including almost killing George Gorja who had to be admitted to Sharp Grossmont Hospital for dehydration and who was in critical condition for some of that time.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 40:

DENY as follows: These claims are exaggerated. In particular, the medical records do not indicate that the power service discontinuance threatened George’s life. However, the records do indicate that George had previously sought medical care for dehydration.

COMPLAINANTS’ ALLEGATION NO. 41:

Vivian Gorja had also filed an informal complaint with the CPUC (File 235744). On August 21, 2012, the CPUC wrote to Vivian Gorja and stated “we are unable to take further action at the informal level. If you wish to pursue your dispute further, you should file a formal complaint and have your issue heard by an Administrative Law Judge.”

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 41:

ADMIT.

COMPLAINANTS’ ALLEGATION NO. 42:

On August 27, 2012, Attorney Dunk had a telephone conference with Virginia Armstrong at the CPUC regarding Exhibit 4. She said that the CPUC made no determination that either Lilian Gorja or Steve Gorja were co-applicants as written in paragraph 2 of her letter. She said that information was provided to them by the utility.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 42:

Unable to ADMIT or DENY. SDG&E has no information regarding Attorney Dunk’s alleged phone conversation with Ms. Armstrong.

COMPLAINANTS’ ALLEGATION NO. 43:

On August 15, 2014, Vivian Gorja and George Gorja filed suit in San Diego Superior Court for damages with the following causes of action: 1. Negligence, 2. Breach of Contract, 3. Intentional Infliction of Emotional Distress, 4. Negligent Infliction of Emotional Distress, 5. Violation of the RFDCPA, and 6. Civil Extortion.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 43:

ADMIT on the following basis: SDG&E answered, denied, and filed a cross-complaint in response.

COMPLAINANTS’ ALLEGATION NO. 44:

During the litigation, SDG&E has taken the position that this matter must be resolved by the CPUC.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 44:

ADMIT as follows: (1) Complainants filed an informal complaint with the Commission. The Commission responded to this informal complaint by informing Complainants to file a formal complaint if they wished to pursue their dispute further; and (2) the Commission has exclusive jurisdiction over billing and bill transfer complaints and interpretation over tariffs.

COMPLAINANTS’ ALLEGATION NO. 45:

As such we are filing this formal complaint seeking a declaratory judgment that SDG&E had no legal justification for its collection efforts against Vivian Gorla for Lilian Gorla and Steve Gorla’s debt and thus suit in Superior Court for damages is appropriate.

DEFENDANT’S RESPONSE TO COMPLAINANTS’ ALLEGATION NO. 45:

DENY as follows: SDG&E’s actions were guided by its CPUC approved tariffs, which Complainants repeatedly violated.

1. *Listing Lilian as a Co-Applicant on the Saint Anne Account Was Consistent with Its Tariffs Because Vivian Identified Lilian as an Adult Who Would Be Residing at the Saint Anne Residence.* Electric Rule 3.A, B, and D.

At her deposition, Lilian testified that she is 43 years old. (*See Lilian Gorla Depo.* at p. 8, lns. 3-4.) Therefore, she was an adult at all times relevant to this case. Moreover, as Complainants indicate in their complaint, when Vivian called SDG&E to establish service at the Saint Anne residence in 2009,

she informed SDG&E that Lilian would be living with her. Given that Lilian was an adult who would be living with Vivian at the Saint Anne residence, under SDG&E Electric Rule 3.D, Lilian would be jointly and severally liable for the service provided to that address while Lilian lived there.

Accordingly, SDG&E listed her as a co-applicant on the Saint Anne account. This action was consistent with SDG&E's tariffs.

2. *SDG&E's Decision to Mail Lilian's Add-Bill to the Saint Anne Residence Was Consistent With its Tariffs, Because Lilian Requested That SDG&E Send Bills for the Eagle Ridge Account to the Saint Anne Residence.*

Shortly after Lilian established service at the Eagle Ridge residence, she requested that SDG&E send all bills for the Eagle Ridge residence to the Saint Anne residence. SDG&E complied with her request. Furthermore, in accordance with this practice, SDG&E sent Lilian's Add-Bill, which was addressed to Lilian, to the Saint Anne residence.

No SDG&E tariff rule prevents customers from changing the address at which they receive their bills. Moreover, it is in the best interest of SDG&E and its customers for SDG&E to send its customers' bills to its customers' preferred mailing addresses. SDG&E's decision to send Lilian's Add-Bill to the Saint-Anne residence was consistent with its tariffs.

3. *SDG&E Had the Authority to Discontinue Power Service to the Saint Anne Residence, in August of 2012, Because Complainants failed to provide SDG&E with a Valid, Complete Lease Agreement for Lilian, and Complainants Misled SDG&E Regarding Lilian's Whereabouts.*

As previously discussed, although SDG&E provided Vivian with multiple opportunities to produce a valid, complete lease agreement for Lilian, to show that Lilian no longer lived at the Saint Anne residence, Vivian failed to do so. Therefore, SDG&E had the authority to discontinue power service to the Saint Anne residence, in August of 2012, pursuant to SDG&E Electric Rule 11.A.9.D.

Furthermore, SDG&E had separate and independent authority to discontinue power service to the Saint

Anne residence in August of 2012, under SDG&E Electric Rule 3.A, because Complainants knowingly provided SDG&E with false, incomplete, misleading, and inaccurate information, regarding Lilian's whereabouts, in their August 6, 2012 letter to SDG&E.

Authority Under SDG&E Electric Rule 11.A.9

SDG&E Electric Rule 11.A.9, which was approved by the Commission, provides that, “[a] customer's electric service may be discontinued for non-payment of a bill for service of the same class rendered to the customer at a previous location served by the Utility . . .” Pursuant to this rule, SDG&E had the authority to discontinue power service to the Saint Anne address, in August of 2012, because the Saint Anne address was Lilian's current address at the time, she had not paid the Add-Bill for her previous address (i.e., the Eagle Ridge address), the Saint Anne address received the same class of power service as the Eagle Ridge address (i.e., residential service), and both addresses are served by SDG&E.

Authority Under SDG&E Electric Rule 3.A

SDG&E Electric Rule 3.A, which was approved by the Commission, provides that “[i]f an applicant knowingly furnishes false, incomplete, misleading or inaccurate information” to SDG&E, SDG&E has the authority to disconnect power service to the applicant's address. Therefore, SDG&E had the authority to disconnect power service from the Saint Anne residence as of August 6, 2012, when Complainants directed Attorney Dunk to send SDG&E a letter in which they knowingly made the false, incomplete, misleading, and inaccurate claim that Lilian did not reside with Complainants at the Saint Anne residence at that time.

For these reasons, SDG&E had two separate and independent bases of authority to discontinue power service to the Saint Anne address in August of 2012.

COMPLAINANTS' ALLEGATION NO. 46:

We request that this complaint be handled under the regular formal complaint procedure. Although there are some disputed facts, complainants believe that this matter can be adjudicated without need for a hearing because when taking the facts as alleged by SDG&E, there is no legal justification for SDG&E's actions. If, however, the CPUC determines that a hearing or hearings are necessary, we request that all hearings be held in a location in San Diego. This will also accommodate George Gorla who has difficulty travelling.

DEFENDANT'S RESPONSE TO COMPLAINANTS' ALLEGATION NO. 46:

Not an allegation that can be admitted or denied. This is Complainants' prayer for relief and venue.

IV. AFFIRMATIVE DEFENSES

**FIRST AFFIRMATIVE DEFENSE
(Breach of Obligation by Complainants)**

As an affirmative defense to Complainants' Complaint, SDG&E alleges that the Complaint is barred due to Complainants' breach of their obligations to SDG&E, pursuant to SDG&E's Electric Rules, which have the force and effect of law.

**SECOND AFFIRMATIVE DEFENSE
(Unclean Hands)**

As an affirmative defense to Complainants' Complaint, SDG&E alleges that as a result of Complainants' acts and omissions in the matters relevant to this Complaint, Complainants have unclean hands and are barred from asserting any claims against SDG&E.

**THIRD AFFIRMATIVE DEFENSE
(CPUC Rule of Practice and Procedure 1.1 Violation)**

As an affirmative defense to Complainants' Complaint, SDG&E alleges that, in their complaint before the Commission, Complainants have attempted to mislead the Commission by making a false statement of fact, in violation of Rule 1.1 of the Commission's Rules of Practice and Procedure. The

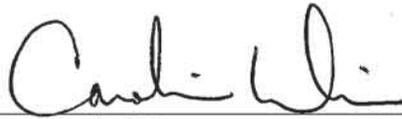
VERIFICATION

I, Caroline A. Winn, declare the following:

I am an officer of San Diego Gas & Electric Company and am authorized to make this Verification on its behalf. I am informed and believe that the matters stated in the foregoing **ANSWER OF SAN DIEGO GAS & ELECTRIC COMPANY (U902E) TO THE COMPLAINT OF VIVIAN AND GEORGE GORIA** are true to my own knowledge, except as to matters which are therein stated on information and belief. As to those matters, I believe them to be true. However, Vivian, Steve, and Lilian Goria's Hidden Mesa address (referenced on page 1 of the Answer) is located on Hidden Mesa Road, in El Cajon, California. Moreover, Lilian and Steve Goria's Eagle Ridge address (referenced on page 2 of the Answer) is located on Eagle Ridge Place, in Chula Vista, California. Due to an administrative error, these addresses were listed differently on pages 1 and 2, respectively.

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

Executed this 29th day of June, 2016, in San Diego, California.

By: 

Caroline A. Winn
Chief Energy Delivery Officer

SAN DIEGO GAS & ELECTRIC COMPANY

Attachment A

Attachment B

1 And I'll do the same.

2 Also, I may at times ask you "Is that a yes
3 or is that a no" because "uh-huhs" and "huh-uhs"
4 don't translate on the record. Okay?

5 A Yes.

6 Q Are you familiar with an individual called
7 Steve Goria?

8 A Yes, I am.

9 Q And is he here today?

10 A Yes, he is.

11 Q Okay. At some point in time, did the FBI
12 commence an investigation of Steve Goria?

13 A Yes.

14 Q Do you know when that happened?

15 A Approximately the summer of 2010.

16 Q Okay. And why was he the subject of an FBI
17 investigation?

18 A My information, Mr. Goria was involved in
19 some illegal activities.

20 Q What were the illegal activities that the
21 FBI was investigating at that time?

22 A Drug distribution, marijuana, specifically,
23 and illegal sports betting.

24 Q Did that investigation ever come to an end?

25 A Yes, it did.

1 Q And approximately when did it come to an
2 end?

3 A April 2011.

4 Q And I understand that on April 11, 2011 is
5 when Mr. Gorla was arrested.

6 A Correct.

7 Q I also understand that there were other
8 individuals involved as part of that investigation.

9 A Yes.

10 Q And one of those individuals was also a
11 woman by the name of Lilian Gorla?

12 A Yes.

13 Q What was your role in the investigation?

14 A I was one of two primary case agents. I
15 directed the investigation.

16 Q And as a case agent -- well, was it part of
17 a team that was part of the investigation?

18 A Yes.

19 Q And as a case agent, were you sort of one of
20 the heads of the team?

21 A Yes.

22 Q And were there any other agencies that were
23 involved as part of the investigation?

24 A At various times there were. It's primarily
25 the FBI, but the Sheriff's Department was also

1 involved in this particular investigation. I don't
2 remember if the DEA was involved at that time. They
3 were involved in a prior investigation. But I don't
4 think they were directly involved in this case.

5 Q In terms of the investigation, what were
6 some of the investigative tools that you were using?

7 A Surveillance using confidential human
8 sources, you know, informants if you will, wiretap
9 investigations, electronic intercepts, review of
10 public databases.

11 Q As part of this deposition, I'll not be
12 asking any information that would reveal any sources
13 of information that the FBI would deem confidential,
14 so when I ask any questions, I'm not -- my scope of
15 investigation does not include any of that type of
16 information.

17 A Okay.

18 Q During the investigation, did you find that
19 marijuana played a role in the activities that were
20 being investigated?

21 A Yes.

22 Q And what role did marijuana play?

23 MR. DUNK: Objection. Vague.

24 Can I explain what an objection is, or do
25 you want to let him know how that works?

1 you just describe the drug distribution activities
2 that you -- that the FBI team found with respect to
3 the investigation?

4 A We determined that Mr. Gorja was
5 transporting marijuana interstate. He was selling
6 marijuana locally in San Diego.

7 Further during the investigation, we
8 discovered evidence that he had actually been growing
9 marijuana at his residence.

10 Q Okay. Now, again, as part of this
11 deposition, we get to ask questions that are relevant
12 to the issues in this case. And Mr. Gorja's
13 deposition was taken where he testified that during
14 the time period between 2010 and 2011, actually a
15 little bit sooner than that, that he was involved in
16 a car detailing business.

17 So during the time that your team was
18 investigating Mr. Gorja, was there any evidence that
19 Mr. Gorja -- Steve Gorja was engaged in any car
20 detailing business?

21 A In my opinion, no.

22 Q During your investigation, where was
23 Mr. Gorja residing?

24 A At the Eagle Ridge address in Chula Vista.

25 Q During that time period, did you observe

1 detailing equipment?

2 A I'm sorry. Did we seize any? Was that your
3 question? Did we seize any?

4 Q Yes. Let's start with this: Did you seize
5 any evidence?

6 A No.

7 Q Did you observe any evidence at Eagle Ridge
8 that would be consistent with car detailing
9 equipment?

10 A Again, it's not my recollection that we did,
11 so that was not the primary purpose of a search
12 warrant, executing the search warrant.

13 Q Did the FBI locate a safe inside the Eagle
14 Ridge home?

15 A Yes.

16 Q What were the contents inside of the safe?

17 A There was approximately a pound of
18 marijuana, I believe, and cash and other items that
19 were indicative of sales of marijuana.

20 Q I'm going to show you some photographs here.
21 And I'll represent to you that these photographs were
22 taken by a woman called Lydia Bentley who works for
23 San Diego Gas & Electric.

24 MR. SMITH: I'll mark as Exhibit 1 to your
25 deposition SDG&E 000037.

1 my opinion of working drug investigations, it was for
2 growing marijuana.

3 Q And I've marked as Exhibit 2 the photograph
4 from that address. Do you recognize any potting soil
5 in Exhibit 2?

6 A Yes.

7 (Exhibit 2 was marked by the CSR for
8 identification and is attached hereto.)

9 BY MR. SMITH:

10 Q All right. Did the FBI call SDG&E to
11 investigate whether there was any type of energy
12 theft that occurred at Eagle Ridge?

13 A Yes.

14 Q Do you recall who the person was that called
15 SDG&E -- let me strike that question. Let me move
16 on.

17 As part of the search of Eagle Ridge, were
18 there conditions that were found that indicated to
19 the FBI that potentially there could be some energy
20 theft occurring there?

21 A Yes.

22 Q Did SDG&E report to the FBI that it
23 investigated some of the conditions in the house and
24 it concluded that energy theft had occurred?

25 A Yes.

1 A He denied doing any bypassing of the
2 electrical panel. He did admit to helping -- not
3 helping but wiring up the garage for marijuana
4 growth.

5 Q And as part of that, did he make any
6 statements about any requests that Mr. Steve Gorla
7 had made to him?

8 A Yes.

9 Q And what statements did Mr. Gorla make to
10 Mike Scerbo that he told you about?

11 A He asked Mr. Scerbo if he could bypass the
12 electrical panel for him for his marijuana growth.

13 Q When you say "he asked," it would be Steve
14 asked Mr. Scerbo?

15 A Correct.

16 Q When you indicated that -- Mr. Scerbo
17 indicated that he did make an electrical connection
18 to a garage. Do you recall -- I'm going to show you
19 a photograph. Do you recall what garage it was?

20 A It was -- it was a garage -- as you enter
21 the residence, it was the garage to the left. I
22 believe it was a single-car garage. It could have
23 been a double-car garage. It certainly was the
24 garage to -- you know, I won't be specific on which
25 garage it was at this point. I do remember the left

1 from any portion of the house to another portion,
2 would you defer to the SDG&E representative to
3 identify those connections?

4 A Yes.

5 Q Okay. Did you submit any reports or
6 recommendations to prosecute energy theft at Eagle
7 Ridge?

8 A Yes, I did.

9 Q And do you know who you identified in your
10 report as the person that caused the energy theft?

11 A Yes, I did.

12 Q Who is that person?

13 A There are several individuals: The
14 electrician, Scerbo, Mr. Gorla here today, Vivian
15 Gorla, Paul Thweni Sweeney. And I believe those are
16 the names.

17 Q It may have been a mistake on your part, but
18 you indicated Vivian Gorla.

19 A I'm sorry.

20 Q Would it be Lilian Gorla?

21 A Thank you. Lilian Gorla. I'm sorry. That
22 was -- I misspoke.

23 Q After you submit a report, that goes to a
24 district attorney or a United States attorney?

25 A In this case, the primary investigation of

1 the marijuana distribution and the sports bribery,
2 that was being prosecuted by the district attorney's
3 office. This instance of the theft of electricity, I
4 submitted a report to the San Diego District
5 Attorney's Office.

6 Q Do you know why the San Diego District
7 Attorney's Office never prosecuted the energy theft?

8 A Yes.

9 Q And why is that?

10 A The affidavit related to the Title 3,
11 wiretap inception, was sealed by the court, the U.S.
12 District Court, so we weren't able to provide the
13 actual evidence of phone calls and other assistance
14 that would have been -- evidence that would have been
15 needed for the investigation.

16 Q Okay. During the time period that you were
17 involved in your investigation, was there an instance
18 where you were looking as to whether insurance fraud
19 occurred with respect to a boat?

20 A Yes.

21 MR. DUNK: With respect to what?

22 MR. SMITH: A boat.

23 MR. DUNK: A boat. Thank you.

24 BY MR. SMITH:

25 Q And did you -- what was the boat that you

1 A I recognize it as Mr. Gorla's landlord from
2 the Eagle Ridge address.

3 Q Right.

4 He said that there was some damage that was
5 done to his home that was paid for by the FBI.

6 Do you know what he is talking about there?

7 A As I mentioned earlier, we executed a search
8 warrant. And part of that search warrant is making
9 entry into the house. I would assume the door was
10 slightly damaged.

11 Q All right. It was the door. All right.
12 Fair enough.

13 Now, Lilian Gorla, she got arrested in this
14 matter as well; right?

15 A Yes.

16 Q And did you have any evidence that Lilian
17 Gorla was involved in any way with either the
18 marijuana or the theft of power or any of the
19 allegations contained in the indictment that's been
20 marked as Exhibit 5?

21 A There was information that she was involved
22 in the gambling side. And just at this point, I
23 don't remember the specifics. But she was indicted
24 for the gambling portion primarily.

25 Q She was ultimately completely dismissed out

1 A Correct.

2 MR. DUNK: I have no further questions.

3

4 FURTHER EXAMINATION

5 BY MR. SMITH:

6 Q So going to Exhibit 8. There is a date on
7 the Judgment of Dismissal for Lilian Gorla. Can you
8 identify that date?

9 A April 11th, 2013.

10 Q So that is almost two years after the
11 arrest?

12 A Yes, sir.

13 Q So it took sometime for the charges to be
14 dropped; correct?

15 A Yes.

16 Q All right. You were asked about Vivian
17 Gorla and evidence as to whether she had anything to
18 do with the power theft. Were you aware that Steve
19 Gorla was receiving mail at Vivian Gorla's home
20 address?

21 A I'd have to refresh my recollection with the
22 records.

23 MR. SMITH: So with that, I don't think I
24 have any further questions.

25 THE WITNESS: That was a no.

Attachment C

1 OFFICE OF THE GENERAL COUNSEL
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4 rasmith@semprautilities.com
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6 San Diego, CA 92123-1530
7 Telephone: (858) 654-1625
8 Facsimile: (619) 696-4838

9 Attorneys for Defendant,
10 SAN DIEGO GAS & ELECTRIC COMPANY

11 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**
12 **CENTRAL DIVISION**

13 VIVIAN GORIA and GEORGE GORIA,

14 Plaintiffs,

15 v.

16 SAN DIEGO GAS & ELECTRIC COMPANY, a
17 California Corporation, and DOES 1 through 25,
18 inclusive,

19 Defendants.

Case No: 37-2014-00027445-CU-PO-CTL

**DECLARATION OF MONICA FREYMILLER IN
SUPPORT OF DEFENDANT SAN DIEGO GAS &
ELECTRIC COMPANY'S MOTION FOR
SUMMARY JUDGMENT**

Dept.: C-61

Judge: Hon. John S. Meyer

Complaint Filed: August 15, 2014

Trial Date: October 2, 2015

20 I, MONICA FREYMILLER, hereby declare:

21 1. I am the Complaint Resolution Supervisor for Defendant San Diego Gas & Electric
22 Company, party to the above-captioned action. I have served in this position for past ten years. In
23 the course of my duties, I have become familiar with SDG&E's records related to customer
24 accounts and records. SDG&E's records are maintained in the ordinary course of business by
25 employees that input the information at or near the time that the record is created and the record is
26 relied upon by SDG&E to conduct its business affairs. If called upon to testify, I could testify
27 based on SDG&E's business records that are maintained in the normal course of SDG&E's
28 business.

1 2. SDG&E's records reflect that on or about July 29, 2009, Plaintiff Vivian Gorla called
2 SDG&E to transfer her service from the Hidden Mesa property to 2489 St. Anne Drive, El Cajon, CA.
3 During that call, SDG&E inquired whether Lilian Gorla would be living at the St.
4 Anne Property as well. Plaintiff Vivian Gorla advised SDG&E that Lilian Gorla would be residing at
5 the St. Anne Property, and that Steve Gorla would reside with them periodically. Since Lilian Gorla
6 was an adult identified as residing at the St. Anne Property, SDG&E deemed Lilian Gorla a co-
7 applicant on the account for that address, pursuant to its practices and applicable tariffs that establish all
8 adults residing at the premises as responsible for the bills.

9 3. On or about February 1, 2010, Lilian Gorla applied to receive electrical service at 1074
10 Eagle Ridge Court, Chula Vista, CA, and on April 22, 2011, Lilian Gorla contacted SDG&E to request
11 that SDG&E send her billing statements to the St. Anne Property, as opposed to the Eagle Road
12 Property.

13 4. On or about April 11, 2011, SDG&E discovered tampering in the electric service
14 lines, electric panel meter, and facilities at the Eagle Ridge Property that created a bypass of the
15 electric meter resulting in unmetered consumption at the premises.

16 5. Based on the information available to SDG&E, it estimated that the amount of
17 energy consumed, but not metered, at the Eagle Ridge Property ranged from \$3,032 to \$23,396.
18 Therefore, SDG&E generated an add-bill for the unmetered energy at the lower range of the
19 estimate. As such, on or about March 6, 2012 SDG&E billed Lilian Gorla in the amount of
20 \$4,111.76, pursuant to SDG&E's Tariff Rule 18.

21 6. Because Lilian Gorla was a co-applicant on the account for the St. Anne Property,
22 she requested that her bills for the Eagle Ridge Property be sent to the St. Anne Property, and the
23 Experian Search indicated that the St. Anne Property was the "Best Address" for Lilian Gorla,
24 SDG&E concluded that Lilian Gorla lived at the St. Anne Property, and sent the add bill to the St.
25 Anne Property for payment.

1 7. Upon receipt of the transferred energy bill, Plaintiff Vivian Gorla called SDG&E
2 and claimed that Lilian Gorla no longer resided at the premises. Pursuant to SDG&E's tariffs that
3 allow SDG&E to request additional information from customers, SDG&E requested Plaintiff
4 Vivian Gorla to provide a copy of Lilian Gorla's current lease agreement to prove that Lilian Gorla
5 did not live at the St. Anne Property as Plaintiff Vivian Gorla claimed.

6 8. On or about July 6, 2012, Plaintiff Vivian Gorla provided a lease to SDG&E to
7 demonstrate that Lilian Gorla did not live at the St. Anne Property. However, the lease was
8 incomplete and did not include vital components such as names or signatures. (A true and correct
9 copy of the Lease provided by Plaintiff is attached at Exhibit A.) Subsequent follow up by
10 SDG&E with the landlord established that Lilian Gorla was not a tenant.

11 9. After providing Plaintiff with multiple opportunities to provide the information to
12 confirm her claim that Lilian Gorla no longer resided at the St. Anne Property, SDG&E proceeded
13 to disconnect service to the St. Anne Property on August 17, 2012, as a result of the unpaid energy
14 theft add bill. However, SDG&E restored power to the residence on August 28, 2012, after
15 receiving a letter from a medical doctor, stating that Plaintiff Vivian Gorla's father, Plaintiff
16 George Gorla, who lived with Plaintiff Vivian Gorla, was experiencing medical difficulties as a
17 result of the service disconnection.

18 10. Under SDG&E's Electronic Tariff Book Rule 10(A)(1), where a customer and a
19 utility company have a dispute over a bill, Rule 10 of the SDG&E Electric Tariff Book provides
20 that the customer shall pay money into the California Public Utilities Commission ("CPUC")
21 during the pendency of the dispute and the utility will continue service. (A true and correct copy of
22 Electronic Tariff Book Rule 10(A)(1) is attached as Exhibit B.) Moreover, pursuant to SDG&E
23 Electronic Tariff Book Rule 10(A)(2), "Failure on the part of a customer to make such payment
24 within 15 days of the 'past due' date for residential customers, or seven days for nonresidential
25 customers, will warrant discontinuance of service in accordance with Rule 11." (A true and
26 correct copy of SDG&E Electronic Tariff Book Rule 10(A)(2) is attached as Exhibit C.)
27
28

1 11. Alternatively, under SDG&E Electronic Tariff Book Rule 5(B)(1), a customer may
2 enter into a payment arrangement with SDG&E and file a complaint with the CPUC. Pursuant to
3 Rule 5, “[f]ailure to make the deposit with the CPUC or payment arrangements with SDG&E by
4 the expiration date of a past due notice, may result in the disconnection of our SDG&E service.”
5 (A true and correct copy of SDG&E Electronic Tariff Book Rule 5(B)(1) is attached at Exhibit D.)

6 12. The CPUC regulates electric utilities such as SDG&E. Moreover, the CPUC is
7 actively engaged in adjudicating disputes between SDG&E and its customers related to billing and
8 termination of service.

9 13. Prior to disconnection, Plaintiff filed an informal complaint with the CPUC
10 challenging SDG&E’s attempt to discontinue service for the non-payment of the energy theft add
11 bill. (Attached as Exhibit E is a true and correct copy of the informal complaint filed by Plaintiff.)

12 14. SDG&E responded to Plaintiff’s informal complaint by writing a letter to the
13 CPUC in which it set forth Plaintiff Vivian Gorja’s account history. (A true and correct copy of
14 SDG&E’s response is attached at Exhibit F).

15 15. On August 21, 2012 date, the CPUC responded to Plaintiff’s informal complaint by
16 advising Plaintiff to file a formal complaint before the CPUC. The letter also included forms and
17 instructions for filing a formal complaint with the commission.

18 16. Under a formal complaint proceeding before the CPUC, an Administrative Law
19 Judge is assigned, discovery is permitted, a hearing takes place, and a formal decision is rendered
20 by the ALJ.

21 17. Plaintiff never filed a formal complaint before the CPUC challenging SDG&E’s
22 transfer of the energy theft add bill.

23 ///

24 ///

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed this 29th day of June, 2015, in San Diego, California.

4
5 DATED: June 29, 2015

6 By:  _____
7 MONICA FREYMILLER
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Attachment D



RULE 11

Sheet 1

DISCONTINUANCE OF SERVICE

A. Non-Payment of Bills

1. **Past Due Date.** Bills for residential electric service are due and payable upon presentation. Such bills are the first notice to the customer that the amount shown is due and payable. Residential bills will become past due if not paid within 19 days of the date mailed; non-residential bills will become past due if not paid within 15 days from the date mailed. Payment shall be received at the office of the Utility, or by an authorized agent of the Utility.

2. **Past Due Notice**

a. **Residential.** The Utility may mail to any residential customer a notice that a bill is past due after the expiration of the applicable period specified in paragraph A.1. The notice that a bill is past due shall state that if the customer is unable to pay the bill by the final date (15 calendar days after the date of mailing of said notice), the customer should contact the Utility to discuss payment arrangements to avoid discontinuance of service. If the bill is not paid, or payment arrangements have not been made by the final date, service may be discontinued for non-payment. A customer's deposit to establish credit will not be used as payment to avoid discontinuance of service. A minimum of 34 days shall elapse between the date of billing and the date of discontinuance.

b. **Non-Residential.** A non-residential customer's electric service may be discontinued for non-payment of a past due bill provided that a written notice of discontinuance has been issued and the past due amount has not been paid within seven calendar days of the issuance of the past due notice.

3. **Reasonable Attempt to Contact Customers.** For residential service, the Utility shall make a reasonable attempt to contact an adult person residing at the customer's residence either by telephone or by personal contact at least 24 hours prior to termination of service, except that, whenever telephone or personal contact cannot be accomplished, the Utility shall give, either by mail or in person, a notice of termination of service at least 48 hours prior to termination.

For elderly (age 62 and over) and handicapped* residential customers, the Utility shall provide at least 48 hour notice by telephone or visit; however, if personal contact cannot be made by telephone or visit, notice shall be posted in a conspicuous location at the service address at least 48 hours prior to termination.

a. Pursuant to D.14-06-036 effective until December 31, 2016, for vulnerable customers**, the Utility shall provide in-person visits within five business days prior to disconnection; however, if personal contact cannot be made, notice shall be posted in a conspicuous location at the service address. The utility shall not require any vulnerable customer who receives a field visit pursuant to Rule 11.A.3.a to pay a fee associated with that field visit.

Utility field workers shall be trained to communicate with people having language disabilities about the availability of relay services for required communications between the aforementioned customers and the Utility.

* Certification from a licensed physician, public health nurse, or a social worker may be required by the Utility.

** Vulnerable customers include elderly (age 62 and over), handicapped, and special needs profiled residential customers, including Medical Baseline, Life Support, and customers who self-certify that they have a serious illness.

(Continued)

1C16

Advice Ltr. No. 2616-E

Decision No. D.14-06-036

Issued by

Lee Schavrien

Senior Vice President
Regulatory Affairs

Date Filed

Jul 3, 2014

Effective

Jul 3, 2014

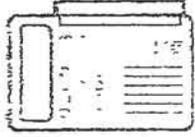
Resolution No. _____

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Attachment E

Samped
7/2/12

F A X



To: LESLIE
Fax number: 858 654-8338
From: VIVIAN GORIA
Fax number: 619 446-6916
Date: [Click to select date] 6-5-12
Regarding: Account # 2142673070
Phone number for follow-up: (619) 742-9212

Comments: PLEASE LET ME KNOW THAT
YOU'VE RECEIVED THIS

THANK YOU,
VIVIAN GORIA

* 7/31 - Spoke with owner ED ~ Legal Tenant here
is Rami + Sundus Potrus effective 7/24/12

7/6/12

LEASE AGREEMENT

This Lease is entered into by and between Mike Dallo, an individual with an address of 5075 Federal Blvd., San Diego, CA, 92102 and _____, with an address of 11412 # 41 Via Rancho San Diego, El Cajon, CA 92019.

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

1. PREMISES Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following premises: 11412 #41 Via Rancho San Diego Tenant shall have the right to use the common areas which are provided for the common use of all tenants.

2. TERM. The term of this Lease will commence FOR ONE YEAR on 3/15/2012 and will continue to 3/14/2013.

3. RENT. Tenant agrees to pay to Landlord, without any deduction or set off, rental payments in the amount of \$1,500 per month, payable in advance on the first day of each month during the term of this Lease. Rent shall be made payable to MLCDJ Properties, LLC, 5075 Federal Blvd., San Diego, CA, 92102. Or at such other address as Landlord may specify in writing to Tenant. Time is of the essence in this Lease.

4 SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of \$1,500 to be held as security for the payment of rent and the faithful performance by Tenant of all of its obligations in this Lease. Landlord may use the security deposit to repair any damage to the Premises caused by Tenant or its guests, and to clean the Premises upon termination of this Lease. The security deposit shall be held and applied as provided by the laws of California. The security deposit may not be applied by Tenant to the payment of rent. If Tenant fully performs its obligations hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease.

5. LATE CHARGES. If Tenant fails to pay any installment of rent or any other amount within 5 days of the date the same is due, Tenant shall pay Landlord a late payment charge equal to \$[25.00 PER DAY LATE].

6 USE. The Premises shall be used solely as a private residence by Tenant and occupancy shall be limited to 2 occupants. Tenant agrees to comply with all present and future laws, ordinances and regulations of any public authority relating to the use of the Premises. Tenant shall not make or permit any noisy or offensive use of the Premises, or allow any nuisance or use which might interfere with the enjoyment of other tenants or neighbors. Tenant will not permit any hazardous act or use of the Premises which might increase the cost of fire insurance or cause the cancellation of such insurance. Tenant will not make or permit any waste on the Premises. Tenant will not permit any lien or encumbrance to be placed on the Premises or building in which the Premises are located.

7. UTILITIES. Tenant will pay for the following utilities and services furnished to the Premises: [ELECTRIC/WATER/SEWER/TELEPHONE and or CABLE]. Landlord shall not be liable for the interruption or failure of any utility or service if due to any cause beyond Landlord's control.

8. MAINTENANCE AND CONDITION. Tenant acknowledges that it has examined the Premises and furnishings and personal property and that they are in a good and habitable condition. Tenant shall keep the Premises and furnishings and personal property in a clean and sanitary condition and in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear excepted. Tenant shall use all fixtures,

appliances, and facilities in a reasonable manner. Tenant shall dispose of all garbage in designated disposal facilities. Tenant will pay for all damage to the Premises and repairs required due to the misuse or negligence of Tenant or Tenant's guests. Landlord will maintain the Premises and common areas in a habitable condition. Landlord and Tenant each agree to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable to them. Tenant agrees to promptly give notice to Landlord of any required repairs or unsafe conditions and Landlord will be afforded a reasonable period of time to complete the same.

9 ALTERATIONS Tenant shall not paint or deface the Premises, or make any alterations, additions or improvements without on each occasion obtaining the prior written consent of Landlord. Unless otherwise agreed in writing, all alterations, additions and improvements shall become the property of Landlord and shall remain on the Premises at the expiration or termination of this Lease, provided, however, that Landlord, at its option, may require Tenant to remove any such alterations, additions or improvements and restore the Premises to its former condition.

10. DELIVERY OF POSSESSION. If Landlord is unable through no fault on its part to deliver possession of the Premises to Tenant on the commencement date, this Lease will continue in effect, but rent will be prorated according to when possession is given to Tenant. If Landlord is unable to deliver possession within 30 days of the commencement date, either Landlord or Tenant may terminate this Lease and all payments made will be returned to Tenant and all obligations of the parties will cease. Landlord will not be liable for any damages for any delay or failure to deliver.

11. PETS. Tenant shall be allowed to keep [NO ANIMALS] or pets of any kind in or about the Premises without Landlord's prior written permission.

12 QUIET ENJOYMENT By paying the rent and observing all the terms and conditions herein, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease.

13. ACCESS. Landlord and its agents may enter the Premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers or lenders. Landlord may also enter the Premises when the same appear to be abandoned and for the purpose of placing signs offering the Premises for sale or rent. In an emergency, and as permitted by law, Landlord may enter the Premises without prior notice to Tenant.

14. TERMINATION IN EVENT OF SALE. It is expressly agreed that Landlord, at its option, may terminate this Lease upon [60] days prior written notice to Tenant in the event of a sale of the building containing the Premises.

15 ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet all or any portion of the Premises without on each occasion obtaining the prior written consent of Landlord, which consent will not be unreasonably withheld. Notwithstanding any assignment or subletting, Tenant will remain liable for the payment of rent and the performance of all terms and conditions of this Lease. Any attempt to assign or sublet without Landlord's consent shall be void and shall entitle Landlord to terminate this Lease.

16. FIRE AND CASUALTY This Lease will terminate upon a total destruction of the Premises or building containing the Premises due to fire or other casualty and rent will be apportioned as of such date. In the event the Premises or the building containing the Premises are damaged by fire or other casualty so as to render the Premises un-tenantable, rent will be abated until Landlord shall have restored the same to substantially their former condition. Provided, however, that if Landlord elects not to repair such damage, or if such repairs shall not have been completed within 60 days, either party may terminate this Lease and rent will be apportioned as of the date of termination.

17. CONDEMNATION If the Premises or any part thereof, or any part of the building containing the Premises is acquired or condemned by the power of eminent domain by any public or other authority so as to render the Premises unsuitable for residential purposes, then this Lease may be terminated at the option of either Landlord or Tenant. Rent will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent will be abated according to the nature and extent of the area taken. The entire condemnation award, if any, shall belong exclusively to Landlord. Tenant agrees to sign any assignments or other instruments that Landlord may reasonably request to accomplish the foregoing.

18. LOSS OR DAMAGE Unless caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own possessions.

19. INDEMNIFICATION Unless caused by the negligence of Landlord, Landlord will not be liable for any loss or damage of any property or injury or death to Tenant or any person occurring on or about the Premises. Tenant agrees to indemnify and hold Landlord harmless from all claims, expenses, damages and liabilities of whatever nature, including attorney's fees, relating to the foregoing.

20. DEFAULT Tenant will be in default of this Lease upon the occurrence of any one of the following events:

- (a) failure to pay any installment of rent or any other amount hereunder on the date the same is due;
- (b) failure to perform or comply with any other agreement, term or condition of this Lease;
- (c) abandonment of the Premises;
- (d) any misrepresentation or omission of Tenant or any guarantor made to Landlord in connection with this Lease; or
- (e) assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against Tenant or any guarantor.

21. REMEDIES OF LANDLORD. Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceedings in accordance with the laws of [CALIFORNIA]. Tenant agrees to pay all costs and expenses incurred by Landlord by reason of Tenant's default including, without limitation, loss of rents, attorney's fees, costs of regaining possession and re-renting the Premises, storage fees and repairing and cleaning costs. The rights and remedies in this Lease are cumulative, not exclusive, and are in addition to any other rights and remedies available to Landlord at law or equity.

22. NO WAIVER. The failure of Landlord to require strict performance by Tenant of any provision of this Lease is not a waiver for the future of any breach of the same or any other provision herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.

23. SUBORDINATION OF LEASE. This Lease is subject and subordinate to all present and future mortgages, trust deeds and other security instruments that may be placed on the building in which the Premises are located. Although no further act by Tenant is necessary to accomplish the above, Tenant agrees to sign any other instruments subordinating this Lease as Landlord may reasonably request.

24. SURRENDER AND HOLDING OVER. At the expiration or sooner termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any personal property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to applicable law. If Tenant holds over beyond the expiration of this Lease and rent is accepted by Landlord, a month to month tenancy only shall be created which will otherwise be governed by the terms and conditions of this Lease.

Attachment F

DUNK LAW FIRM

ATTORNEYS AT LAW

235744

MEMBER
AMERICAN ASSOCIATION FOR JUSTICE
CONSUMER ATTORNEYS OF CALIFORNIA
CONSUMER ATTORNEYS OF SAN DIEGO
PEER VOTED "TOP ATTORNEYS" AND "SUPER LAWYERS"

Insurance Bad Faith • Personal Injury • Product Liability • Employment Litigation • Civil Litigation

August 6, 2012

Attn: Ms. Lidia Bentley
SDG&E
8326 Century Park Court, Suite 61D
San Diego, CA 92123

Re: My Client: Vivian Gorla
Client Address: 2489 Saint Anne Drive, El Cajon, CA 92019-4402
Client's Account: 2142673070 3
Debtor Customer: Lilian W. Gorla
Debtor Account Address: 1074 Eagle Ridge Place, Chula Vista, CA 91913
Debtor Account Number: 1118684808

Dear Ms. Bentley:

This will confirm our telephone conversation of July 30 regarding this matter. As we discussed, I have been retained by Vivian Gorla regarding your collection efforts against her for a disputed amount possibly due from her sister, Lilian Gorla. Before summarizing the facts you provided regarding your policies and tariff, let me briefly explain the facts as I understand them:

FACTS

Lilian Gorla opened an account with SDG&E for the address of 18074 Eagle Ridge Place, Chula Vista, CA 91913. It was opened under account number 1118684808. Lilian's sister Vivian Gorla and her husband have had a SDG&E account since 2001. They live at 2489 Saint Anne Drive, El Cajon CA 92019-4402. Vivian Gorla has never been a co-applicant or on any account with her sister Lilian Gorla. Lilian Gorla has never been a co-applicant or on any account of Vivian Gorla.

You represented that on July 29, 2009, Vivian Gorla and her husband added Lilian Gorla as a co-applicant to their existing account. Vivian Gorla and her husband dispute that representation. This will confirm that when I asked you what evidence you had to support this statement, you said you had no written documentation or anything to support your assertion that Vivian added Lilian to her account other than your records reflecting that some oral statement or otherwise was made by Vivian to add Lilian to her account. This begs the question, "Why would Vivian and her husband who have had an account with SDG&E since 2001 add Lilian to their account?"

You will note that the bills that were in Lilian Gorla's name for the Eagle Ridge address were sent to her sister's address at the Saint Anne Drive residence. Lilian Gorla has received mail at her sister's residence for a number of years.

Attn: Ms. Lidia Bentley
SDG&E
August 1, 2012
Page 2 of 2

Apparently, there is some dispute over the energy used at Lilian Gorian's Eagle Ridge Place account and allegations have been made that it was not properly measured on the meter so an adjustment was made resulting in an additional billing of over \$4,000. You have undertaken collection efforts to get this \$4,000 back from Lilian Gorian as the account applicant. Having evidently been unsuccessful, you have undertaken efforts to collect this disputed debt from Vivian Gorian *who had absolutely nothing to do with the account at 1074 Eagle Ridge Place.*

Obviously, if Vivian Gorian had been a co-applicant on the Eagle Ridge account, she would be jointly liable accordingly to your tariff and rules, but you assert that Vivian Gorian is somehow jointly liable for Lilian Gorian's unrelated account liability simply because you believe (incorrectly I might add) that Lilian Gorian is now residing with her sister Vivian Gorian. You assert that you can do this because your tariff allows you to do this and that "it is your policy."

You said that your authority to transfer Lilian Gorian's disputed debt to Vivian Gorian's account was based upon Tariff Rule 3(D) which states as follows:

D. Joint and Several Liability for Service/Beneficial Use

Where two or more applicants join in one application or contract for Utility service, they shall be jointly and severally liable under the terms of the application/contract and shall be billed by means of a single periodic bill mailed to the customer designated to receive the bill.

Whether or not the Utility obtained a joint application or contract for residential service, where there is evidence that an adult(s) other than the applicant resided at the premises and benefitted from Utility service, the other adult(s) and the applicant shall be jointly and severally liable for service rendered while such other adults resided at the premises. (Emphasis added)

We also discussed Tariff Rule 18(D) which states:

D. Adjustment of Bills for Unauthorized Use

Unauthorized use is the use of energy in noncompliance with the Utility's tariffs or applicable law. It includes, but is not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of electricity whereby the

Attn: Ms. Lidia Bentley
SDG&E
August 1, 2012
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Utility is denied full compensation for service provided.

Where the Utility determines that there has been unauthorized use of electricity, the Utility may bill the person or entity who benefitted from such unauthorized use for the Utility's estimate of such unauthorized use. Such estimated billing shall indicate unauthorized use for the most recent three years and, separately, unauthorized use beyond the three year period for collection as provided by law. However, nothing in this rule shall be interpreted as limiting the Utility's rights and/or remedies in any provisions of any applicable law.

Utility shall bill and collect interest at a rate of ten percent (10%) per annum on unauthorized use billings from the date the unauthorized use commenced, and/or Utility shall bill and collect at a rate of ten percent (10%) per annum on amortized repayment agreements.

Utility shall bill and collect the associated costs resulting from the unauthorized use including, but not limited to, investigative, repair and equipment damage costs. (Emphasis added)

I bolded the language which I believe is pertinent to this situation. How is it that you contend that Vivian Gorla benefitted from the utility service at the Eagle Ridge location? She never lived there and was not on the account. Your tariff rule states that where there is evidence that "an adult(s) [Vivian Gorla] other than the applicant [Lilian Gorla] resided at the premises and benefitted from the Utility service, the other adult(s) and the applicant shall be jointly and severally liable for service rendered while such other adults [i.e. Vivian Gorla] resided at the premises [the Eagle Ridge location]." It doesn't take a lawyer to realize your collection efforts against Vivian Gorla are without merit and violate the law. I am sure you cannot answer either of these pivotal question in the affirmative:

1. Do you have any evidence whatsoever that Vivian Gorla ever resided at the Eagle Ridge location?
2. Do you have any evidence whatsoever that Vivian Gorla in any way benefitted from the power at the Eagle Ridge location?

Despite not being able to answer either of these questions with a "yes" to satisfy your own tariff rule requirement, you simply say, "it's our policy" to pursue someone like Vivian Gorla. That's

Attn: Ms. Lidia Bentley
SDG&E
August 1, 2012
Page 2 of 2

despicable.

As you know, I had a very lengthy discussions with Leslie Gallegos as well as you wherein I was told that it is SDG&E's "policy" to pursue not only the account applicant Lilian Gorla but also anyone Lilian Gorla lives with. Your logic was that by living with Vivian, Lilian incidentally benefits from the Vivian's SDG&E services at her home and that somehow obligates Vivian to pay for Lilian's disputed debt from another account at a different location and that in no way provided any benefit to Vivian whatsoever. Your argument was that your records show that Lilian resides with Vivian (which is probably based only upon the fact that Lilian had her mail going to Vivian's residence) and that your records show that Vivian added Lilian as a co-applicant on Vivian's account at the Saint Anne residence address for some reason in 2009. Again, this is disputed by Vivian.

This will further confirm that you have been provided with a copy of a residential lease for Lilian Gorla showing that she resides in Rancho San Diego and does not reside with Vivian Gorla. You stated this was not good enough evidence to prove that Lilian Gorla doesn't live with Vivian Gorla. When I offered to provide you with a sworn declaration under penalty of perjury from Vivian Gorla that Lilian Gorla does not live with her, you said, "that's not good enough either." I asked you what you would need to prove Lilian Gorla does not live with Vivian Gorla and you basically said Vivian Gorla would have to get Lilian Gorla to come to you and agree to pay the disputed debt or your would continue with your illegal collection efforts against Vivian Gorla. As an aside, it should make no difference whether Lilian Gorla is staying at her sister Vivian's home as Vivian is not responsible for Lilian's debt from a different location and different account which Vivian was neither a co-applicant nor a party to the contract!

This will further confirm that you have threatened Vivian Gorla with the immediate termination of her electricity if she does not agree to make monthly payments for this debt that she does not owe. You have told Vivian that in order to prevent you from shutting off her power, she must agree to pay you an additional \$600 per month. Vivian does not agree to this, but has her sick father, children, and a baby living in the home who cannot live without power. Any agreement by Vivian to enter into your payment plan is solely as a result duress and your extortion. There is no valid agreement by Vivian to pay this disputed debt but you now assert that because she agreed to make the payment, her failure to make the payment justifies you in terminating her services. Again this is further evidence of your duress and coercion to try to collect a disputed debt from someone other then the responsible person. It is despicable conduct and you should be ashamed of your actions.

Vivian Gorla will continue to make her monthly SDG&E payments for the actual usage incurred during each month, but will not agree to pay any additional amount of this disputed debt of Lilian Gorla for which she has no legal liability whatsoever. Be advised that we are making a formal complaint to the California Public Utilities Commission, and will contact UCAN and the press to

Attn: Ms. Lidia Bentley
SDG&E
August 1, 2012
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bring SDG&E'S extreme and outrageous conduct to the attention of the public.

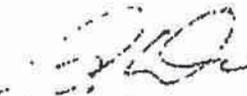
Be further advised that should you terminate Vivian Gorja's services for non-payment of the disputed debt of Lilian Gorja, this will result in damages to Vivian Gorja and her family. In addition to her family, she has pets and a fish aquarium with thousands of dollars of sea life which depend on the electricity.

You have demanded that Vivian Gorja basically collect your debt for you. Just because your collection department has not been successful in pursuing the persons responsible for the this disputed debt does not make it okay for you to extort money out of family members who have not involvement whatsoever with the debt.

Lastly, this will further confirm that you stated you would contact your in-house attorney Larry Davis to advise him as well. I have dealt with Mr. Davis on other matters and would more than happy to discuss this with him. I look forward to further discussing this matter with you and attorney Davis. If you have any questions in the meantime, please feel free to give me a call.

Sincerely,

Dunk Law Firm



Andrew P.P. Dunk III

APPD/amg

CC: Ms. Vivian Gorja
Mr. Bob Hanson, NBCUniversal, KNSD, via email only [Bob.Hanson@nbcuniversal.com]
Ms. Patricia Anderson, UCAN, via email only [patricia@ucan.org]

Attachment G

1 really close to my kids. 11:21:06

2 Q And what else?

3 A Yeah, watch TV, talk.

4 Q Would they have dinner with the family?

5 A Yeah. 11:21:13

6 Q Okay. Watch movies with the family?

7 A Yeah.

8 Q Okay. And during this time period, do you

9 know if Lilian or Simon had any personal property

10 that they kept at St. Anne? 11:21:22

11 A I don't think so.

12 Q Okay. So at the end of July, Lilian and

13 Simon stopped living at Via Rancho San Diego; is

14 that correct?

15 A Yes. 11:21:45

16 Q All right. Where did they move to?

17 MR. DUNK: Objection. Speculation.

18 BY MR. OLAMENDI SMITH:

19 Q As far as you know.

20 A Well, they came and stayed with me. 11:21:50

21 Q And that would be at St. Anne?

22 A Correct.

23 Q All right. So when they came to stay with

24 you at St. Anne, what was the discussion that you

25 had with them related to them staying with you at 11:22:00

1 Q Okay. All right. And so how long did 11:25:22

2 Lillian and Simon stay at St. Anne after they moved

3 in at the end of July of 2012?

4 MR. DUNK: I'm sorry. Can I have that read

5 back? 11:25:41

6 (Last question read.)

7 MR. DUNK: Okay. Thank you.

8 THE WITNESS: They stayed there, well,

9 until today. Well, till June of 2015.

10 BY MR. OLAMENDI SMITH: 11:26:05

11 Q Okay. And during that time period, have

12 they have been staying in the sunroom?

13 A Yes.

14 Q Okay. All right. And at some point in

15 time, you said it could have been a month and a half 11:26:22

16 to two months or three months, you started charging

17 them rent; correct?

18 A Correct.

19 Q Would it be fair to say that once you

20 started charging them rent, they were paying rent at 11:26:32

21 St. Anne all through at least June of 2015?

22 A Yes.

23 Q Okay. So at the end of 2012, is it fair to

24 say that your father lived at St. Anne?

25 A End of 2012? 11:26:53

Attachment H

PUBLIC UTILITIES COMMISSION

330 W. 4th STREET, SUITE 520
LOS ANGELES, CA 90013

August 21, 2012

File No:235744

Vivian Gorla
2489 Saint Anne Dr
El Cajon CA 92019

Dear Vivian Gorla:

The California Public Utilities Commission (CPUC) has completed its review of your complaint against San Diego Gas & Electric (SDG&E). You're disputing the final bill of \$4,411.76 which was transferred to your account. Your complaint was forwarded to the executive management office of the SDG&E for their review and response.

According to SDG&E, you contacted their office to establish residential service in your name on July 29, 2009. You were asked if anyone would be residing with her. According to the utility, you stated that Lillian Gorla would reside with you and your brother, Steve Gorla, would be in and out. An order was issued to establish service in your name with Lillian Gorla and Steve Gorla as co-applicants.

The report further states that on February 1, 2010, Lillian contacted their office and requested that service be established in her name at 1074 Eagle Ridge Pl., Chula Vista, CA. The service was disconnected on April 11, 2011 due to a bypass in the electric meter. On April 22, 2011 Lillian provided a forwarding address for her bill. The address provided was 2489 Saint Anne Dr., El Cajon, CA.

On March 6, 2012, SDG&E rebilled Lillian a total of \$4,116.76 for unauthorized use for the electric bypass. A letter was mailed to Lillian at 2489 Saint Anne Dr., El Cajon, CA explaining the reason for the rebill and the amount. On April 17, 2012, this bill was transferred to the address where Lillian Gorla is listed as a co-applicant and the address she provided as her forwarding address.

A letter was mailed to you on April 18, 2012 regarding the transfer bill of \$4,111.76. The utility states that this bill was transferred to your account because Lillian is listed as the co-applicant. SDG&E states that you contacted their office and stated that your sister does not live with you. You were requested to have Lillian fax over a current lease agreement. The utility states that the lease agreement which was provided was incomplete with no names or signatures.

The report further states that you provided authorization for the utility to speak to your attorney, Drew Dunk. Mr. Dunk was advised that they would need documents such as a rental agreement, bills, or income tax papers showing legal address for Lillian. If the documents were not provided the transfer amount would remain on the account; however, a payment arrangement could be established to prevent the disconnection of your service.

SDG&E states that they spoke with UCAN regarding your dispute. In response to UCAN's inquiry, they were advised that documents were needed proving residence for Lillian. SDG&E was provided the address of 2710 Alpina Blvd. 0-205 Alpina, CA for Lillian. According to SDG&E, this is a business address which rents out post office boxes.

The utility states that the conversation was recorded when service was established at your address. The conversation was also recorded when Lillian requested that her bill be forwarded to 2489 Saint Anne Dr., El Cajon, CA. SDG&E states that they also ran an Experian search for Lillian and 2489 Saint Anne Dr., El Cajon,

PUBLIC UTILITIES COMMISSION
320 W. 4th STREET, SUITE 520
LOS ANGELES, CA 90013



CA is listed as her "Best Address".

SDG&E states that the final bill will be removed from your account if they receive reliable proof that Lillian is residing at an address other than the San Anns address.

When complaints are reviewed by the Consumer Affairs Branch, we ultimately base our informal opinion on the evidence presented by the consumer and the utility. It is important to point out that the utility is expected to give factual information. Occasionally, an informal resolution is not possible, and we regret that this appears to be the situation in your case.

Based on the above, we are unable to take further action at the informal level. If you wish to pursue your dispute further, you should file a formal complaint and have your issue heard by an Administrative Law Judge. We are enclosing the forms and instructions for filing a formal complaint. If you have questions regarding the formal process, you may contact our Public Advisor as noted on the instructions.

Sincerely,

A handwritten signature in black ink, appearing to be "VA" or similar initials, written over a horizontal line.

Virginia Armstrong, Consultant
Consumer Affairs Branch
1-800-849-7570

Enclosure: Formal Papers and Instructions

Attachment I

1 authority it was that said that an applicant who makes
2 a call, like Vivian Gorja did regarding Saint Anne, is
3 the same thing as every single adult who resides in the
4 home is also an applicant; is that correct?

5 MR. SMITH: I'm going to object. Misstates
6 testimony.

7 You can go ahead and answer.

8 BY MR. DUNK:

9 Q. Did I misstate your testimony?

10 A. All adults residing in the home, yes.

11 Q. I want to make sure I get it accurate. Your
12 testimony is that all adults who reside in the home
13 when an applicant applies for an account are also
14 applicants?

15 A. Yes.

16 Q. And there's no difference between an
17 applicant or a co-applicant, correct?

18 A. Correct.

19 Q. And when I asked you what that was based on,
20 you said it was based on Tariff Rule 3(b), right?

21 A. Yes.

22 Q. Can you show me where in Tariff Rule 3(b) it
23 says that.

24 A. It states, "In addition to the information
25 the utility may require from applicants in order to

Attachment J

1 A Well, July 8, 2012, I changed my name to 10:09:51
2 Lilian Bowles.

3 Q All right. What's your date of birth?
4 A 1/15/73.

5 Q All right. Before we start, I just want to 10:10:06
6 make sure you understand why we are here and what we
7 are doing here today. This is a deposition. Do you
8 understand that?

9 A Yes.

10 Q Have you ever had your deposition taken 10:10:16
11 before?

12 A No.

13 Q Even though we are in your attorney's
14 office, you gave an oath today. Do you understand
15 that? 10:10:23

16 A Yes.

17 Q All right. And the oath is the same as and
18 has the same force and effect that it would have in
19 front of a judge and a jury. Do you understand
20 that? 10:10:31

21 A Yes.

22 Q All right. Do you understand that you have
23 a duty to tell the truth?

24 A Yes.

25 Q Nothing but the truth? 10:10:34

1 Q How is it that you were asked to open up an 11:33:48
2 account?

3 A How was I asked?

4 Q Yes. So did Steve approach you? Did you
5 approach Steve? Did somebody else approach you? 11:33:57

6 A No, Steve did.

7 Q And when did Steve approach you?

8 A Right I believe when they had found the
9 place or signed the lease. I don't remember exactly
10 what happened first, but he asked me. 11:34:09

11 Q And what did he tell you?

12 A That they found a place they were going to
13 move into and to get electricity. And I believe he
14 had called first, and they wanted a deposit or
15 something, so -- and plus I used to pay the bills 11:34:23
16 for Steve. So...

17 Q When were you paying bills for Steve?

18 A Well, everything that Steve had bills for
19 was getting mailed to St. Anne.

20 Q And so when you say everything that Steve 11:34:39
21 had bills for --

22 A Credit card bills, gas card bills, whatever
23 his bills were getting sent to St. Anne.

24 Q And what was the time period that you were
25 receiving bills for Steve? 11:34:52