RICHARD B. ANDRADE, ESQ., CSB NO. 075702
SCOTT A. KRON, ESQ., CSB NO. 237769
ANDRADE & ASSOCIATES
A Professional Law Corporation
27101 Puerta Real, Suite 120
Mission Viejo, CA 92691-8518
Telephone: (949) 553-1951
Facsimile: (949) 553-0655
Attorneys for ANDRADE & ASSOCIATES

MICHAEL D. MONTOYA, ESQ., CSB NO. 130381
WALKER A. MATHEWS, III, ESQ., CSB NO. 204745
Southern California Edison Company Law Department
Post Office Box 800
Rosemead, California 91770
Telephone: (626) 302-6879
Facsimile: (626) 302-3990
Attorneys for SOUTHERN CALIFORNIA EDISON COMPANY

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE
STATE OF CALIFORNIA

ANDRADE & ASSOCIATES, a Professional Law Corporation, Complainant, vs. SOUTHERN CALIFORNIA EDISON COMPANY, a California Corporation, Defendants.	CASE: 07-05-014 Assigned for All Purposes To: Administrative Law Judge: Sarah R. Thomas **JOINT LIST OF STIPULATED FACTS** Complaint Filed: April 24, 2007 Hearing Date: October 17, 2007

Complainant ANDRADE & ASSOCIATES ("A&A") and Defendant SOUTHERN CALIFORNIA EDISON COMPANY ("EDISON") hereby submit the following Joint List of Stipulated Facts:

////

////

////

1. In or around November 2000, D-5510 Trabuco Partners LLC, purchased a commercial building in the commercial real estate development called the Jeffrey Corporate Plaza, located at 5510 Trabuco Road, Irvine, CA 92620 ("Subject Property") and owned the building until June 2006;

2. The Subject Property was a new building;

3. A&A leased the premises from D-5510. The lease provided that A&A was to pay all electrical invoices for the building;

4. On or about June 1, 2000, Jeffrey Corporate Centre, LLC ("Developer") and EDISON entered into a written contract, whereby, pursuant to EDISON'S Rule 15, EDISON agreed to install an electric Distribution Line Extension to the Subject Property. Pursuant to the contract, the Developer elected to have EDISON perform the installation of the Distribution Line Extension;

5. A third-party electrical sub-contractor constructed all the electrical work installed at the Subject Property, except for installation of an electric Distribution Line Extension and installation of the electric meters;

6. The electrical work performed by the electrical sub-contractor at the Subject Property included the installation of multiple electrical panels to serve individual office units at the Subject Property and common areas;

7. Electrical work performed by the third-party electrical sub-contractor, including the installation of the electrical panels, was inspected and approved by appropriate governing agencies prior to installation of the electric meters;

8. In or around May 2001, based upon the marking provided on the panel by the third-party electrical contractor, EDISON installed EDISON Meter No. 849-000109, intended to measure the electrical usage of the common area parking lot lights, in the electrical panel serving the electric load connected to A&A's leased office space at the Subject Property;

9. In or around June 2001, based upon the marking provided on the panel by the third-party electrical contractor, EDISON installed EDISON Meter No. 8416-000964, intended to

measure A&A's electrical usage in the leased property, in the electrical panel serving the common area parking lot lights at the Subject Property;

10. Upon completion of the installation of EDISON Meter Nos. 849-000109 and 8416-000694, EDISON did not complete an inspection to determine whether EDISON Meter Nos. 849-000109 and 8416-000694 were crossed with one another;

11. On or about May 16, 2001, EDISON began providing electrical power to EDISON Meter No. 849-000109. EDISON billed Jeffrey Corporate Plaza from May 16, 2001 to October 31, 2001, and billed WILLIAM REAL ESTATE MANAGEMENT, INC. ("WILLIAMS") from October 23, 2001 to at least August 2005, based on EDISON'S monthly readings of EDISON Meter No. 849-000109. Jeffrey Corporate Plaza and WILLIAMS timely paid all billing invoices submitted by EDISON during this period.

12. On or about June 11, 2001, EDISON began providing electrical power to EDISON Meter No. 8416-000694. EDISON billed A&A from June 11, 2001 to at least August 2005, based on EDISON's monthly readings of EDISON Meter No. 8416-000694. A&A timely paid all billing invoices submitted by EDISON during this period;

13. On or about September 8, 2005, EDISON conducted a field investigation and discovered that EDISON Meter Nos. 8416-000694 and 849-000109 were crossed, such that A&A had been receiving and paying electric bills based upon the electric usage of the common area parking lot lights for the Subject Property, and WILLIAMS had been receiving and paying electric bills based upon the electric usage in A&A's leased office space;

14. From approximately May/June 2001 to August 2005, EDISON had sent and A&A had paid billing invoices for electricity usage that in fact had been used by WILLIAMS, and EDISON had sent and WILLIAMS had paid for electricity usage that in fact had been used by A&A;

15. In or around October 2005, EDISON recalculated a corrected bill under the applicable GS-2 rate schedule and re-billed A&A for the actual electricity used by A&A from September 18, 2002 to September 19, 2005, as measured by EDISON Meter No. 849-000109, net the $11,388.11 in charges A&A had already paid to that date;

16. The total recalculated charge for the actual electricity used by A&A from September 18, 2002 to September 19, 2005 was $47,134.10;

17. EDISON re-billed A&A $35,745.99;

18. At the time of EDISON's re-bill, A&A already had an existing balance of $317.28, resulting in a total balance of $36,063.27 as of October 3, 2005.

19. In or around October 2005, EDISON recalculated a corrected bill under the applicable AL-2 rate schedule, and re-billed WILLIAMS for the actual electricity used by WILLIAMS from September 18, 2002 to September 2005, as measured by EDISON Meter No. 8416-000694, net the $21,906 in charges WILLIAMS had already paid to that date;

20. The total recalculated charge for the actual electricity used by WILLIAMS from September 18, 2002 to September 19, 2005 was $5,197.89;

21. EDISON re-calculated a corrected bill for WILLIAMS that provided WILLIAMS a negative net balance of $16,166.23.

22. As of January 25, 2007, A&A has a remaining balance of $22,144.14;

23. On October 24, 2006, A&A filed suit in Orange County Superior Court against EDISON and WILLIAM REAL ESTATE MANAGEMENT, INC. ("WILLIAMS") for Negligence, Indemnity, Accounting, and Declaratory Relief;

24. WILLIAMS offered to settle for a proportional share (1/3) of the amount in controversy. A&A accepted WILLIAMS' offer and settled the matter with WILLIAMS for $11,095.00;

25. EDISON brought a Motion for Judgment on the Pleadings ("Motion"), which was heard on March 16, 2007 by the Honorable Steven L. Perk, Judge Presiding;

26. The Court granted EDISON'S Motion, finding that the *California Public Utilities Commission* held exclusive jurisdiction over the dispute.

DATED: 9/26/07

ANDRADE & ASSOCIATES

By: _____
RICHARD B. ANDRADE,
SCOTT A. KRON,
Attorneys for Complainant ANDRADE & ASSOCIATES

DATED: 26 September 2007

SOUTHERN CALIFORNIA EDISON COMPANY LAW DEPARTMENT

By: W.a. Mathews III
MICHAEL D. MONTOYA,
WALKER A. MATHEWS, III,
Attorney for SOUTHERN CALIFORNIA EDISON COMPANY