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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Lucas D. Hernández, Martha Amezquita, Daniel González, Gabriel Carrera, Severo Rosa, Celia Ruiz, María Palma, Federico García, Martha Alvarado, and Luis Morales, Complainants, vs. Sunbird Mobile Home Park, Hawkeye Asset Management, James Martin, and Betty Martin, Defendants.	CASE NO.: C. 09-11-019 (Filed November 25, 2009)

JOINT MOTION FOR APPROVAL OF PARTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT

Megan Beaman, SBN 261539
Laura Massie, SBN 271023
California Rural Legal Assistance, Inc.
1460 6th Street/P.O. Box 35
Coachella, CA 92236
Telephone: (760) 398-7261
Email: Mbeaman@crla.org
Lmassie@crla.org

Ilene J. Jacobs, SBN 126812
California Rural Legal Assistance, Inc.
511 "D" Street
P.O. Box 2600
Marysville, CA 95901
Telephone: (530) 742-7235
Email: ijacobs@crla.org

Attorneys for Complainant Lucas D. Hernandez

Additional counsel listed on second page

Rose Francis, SBN 248521
Laurel Firestone, SBN 234236
Community Water Center
311 W. Murray Avenue
Visalia, CA 93291
Telephone: (559) 733-0219
Email: rose.francis@communitywatercenter.org

Attorneys for Complainants Martha Amezquita, Daniel González, Gabriel Carrera, Severo Rosa, Celia Ruiz, María Palma, Federico García, Martha Alvarado, and Luis Morales.

Julianna Strong, SBN 180552
Redwine and Sherrill
1950 Market Street
Riverside, CA 92501
Telephone: (951) 684-2520
Email: jstrong@redwineandsherrill.com

Attorneys for Defendants Sunbird Mobile Home Park, Hawkeye Asset Management, James Martin, and Betty Martin

Pursuant to Rule 12.1 of the Rules of Practice and Procedure of the California Public Utilities Commission, the Parties hereby jointly move that the Commission approve the Partial Settlement and Mutual Release Agreement ("Partial Settlement") executed in counterparts by all Parties; a true and correct copy of the Partial Settlement is attached hereto as Attachment A. As grounds for this Motion, the Parties jointly state the following:

1. James Martin and Betty Martin as Trustees of the Martin Family Trust dated July 12, 1972, own Sunbird Mobile Home Park ("Sunbird").

2. Hawkeye Asset Management has provided management services for Sunbird since April 2002.

3. Sunbird provides water and septic services to residents of the mobile home park.

4. The water Sunbird provides residents is pumped onsite from underlying groundwater.

5. On at least four occasions between June 30, 2006 and February 26, 2010, Hawkeye Asset Management sent written notice to Park residents stating that the levels of arsenic detected in water from the Park's pump exceeded the maximum contamination level; the levels ranged from .011 mg/L to .017 mg/L. Copies of four such notices are included in the official record of this matter as Complainants' Exhibits 37, 38, 39, and 40. The June 30, 2006 notice advised Park residents not to drink the Park's tap water. The subsequent notices incorporated language dictated by the County Department of Environmental Health advising that residents "do not need to use an alternative (e.g., bottled) water supply."

6. On or about November 25, 2009, Complainant Lucas Hernandez filed the complaint which initiated the current proceedings. Complainant Hernandez's complaint included, among other

issues, a request that the Commission consider the issue of whether he was entitled to damages due to Defendants' failure to provide water free of arsenic.

7. On February 17, 2010, Commission Administrative Law Judge Gary Weatherford ruled that the present matter would proceed under Section 2705.6 of the Public Utilities Code.

8. On June 1, 2010, all Parties, through counsel, appeared at a mediation session conducted by the Commission at the Indio Public Library in Indio, California. A principal purpose of the mediation session was to explore the possibility of resolving the present matter through settlement.

9. In May 2010, Sunbird purchased a Vitasalus Arsenic Master V6 (6 gpm), which was installed at the park's management office. Tests of the water filtered by the unit yielded favorable results.

10. At the June 1, 2010 mediation session, the Parties entered into negotiations regarding the possibility of settling all claims in the present matter that allege that the quality of the Park's water service to tenants is inadequate. These negotiations continued throughout the following months with notice to all Parties, through counsel.

11. On July 31, 2010, Sunbird's application for a permit to operate the Vitasalus Arsenic Master V6 unit as a point-of-use ("POU") water station was submitted to California Department of Public Health ("CDPH"), through the Riverside County Department of Environmental Health ("CDEH").

12. In February 2011, Sunbird's POU application was approved as a Pilot Project and CDEH issued a Domestic Water Supply Permit allowing Sunbird to operate the system. The Permit remains in effect. Attached as Attachment B is a true and correct copy of the permit.

13. After receiving the POU permit, Defendants notified residents of the availability of the filtered water.

14. From February 2011 to the present, residents have been able to access the filtered water every day. The filtered water was initially accessible from 8:00 AM to 8:00 PM; these hours have since been extended to allow access from 8:00 AM to 10:00 PM.

15. On or about June 20, 2011, Sunbird distributed to all residents a notice stating that bacteria had been detected in Sunbird's water system and that residents should boil all water before consuming it or using it to brush teeth or wash dishes. This notice applied to water from the POU system as well as to tap water in residents' mobilehomes. On or about June 27, 2011, Sunbird distributed another notice stating that there was no longer a need for residents to boil their tap water or the water from the POU system. Since this incident, all tests of the POU system have shown that water from the POU system meets Federal and State drinking water standards.

16. On August 2, 2011, the Parties submitted to Commission Administrative Law Judge Gary Weatherford a proposed Partial Settlement and Mutual Release Agreement ("Partial Settlement") signed by all Parties (Attachment A). Under the terms of the Partial Settlement, Sunbird is to make available to Park residents water from the filtered POU system. The water is to be available at no additional charge and is to meet Federal and State standards for drinking and cooking. Pursuant to the Partial Settlement, Complainants and Defendants release and discharge one another from all claims arising from the portion of the Complaint in the present matter that alleges that the quality of the Park's water service to tenants is inadequate.

17. To date, all tests of the POU filtration unit have shown that the levels of arsenic in the filtered water are below the maximum contaminant levels identified in Federal and State drinking water standards.

18. California law allows for the use of point-of-use treatment systems for water systems that have fewer than 200 service connections, provided that centralized treatment is not economically feasible. Cal. Health & Safety Code § 116380; Cal. Code Regs. tit. 22, §§ 64417 et seq. The POU filtration unit in use at the Park satisfies these conditions, has been permitted by the California Department of Public Health through the Riverside County Department of Environmental Health, and currently constitutes residents' only source of drinking water that meets Federal and State drinking water standards for arsenic levels without incurring the additional cost of purchasing bottled water.

19. Approval of the proposed Partial Settlement will ensure that filtered water from the POU filtration until will remain available to Park residents unless and until the Park is connected to the Coachella Valley Water District ("CVWD"), as is contemplated by the agreement between Sunbird and CVWD for such connection, or some other long-term solution brings the water provided to Park residents into compliance with State and Federal drinking water standards. A true and correct copy of the March 16, 2011 agreement between Sunbird and CVWD is attached hereto as Attachment C.

20. For the reasons stated above, the proposed Partial Settlement is reasonable in light of the whole record, consistent with law, and in the public interest, as required by the Commission's Rules of Practice and Procedure. CPUC Rules of Practice and Procedure, Rule 12.1(d).

For the foregoing reasons, all Parties jointly move that the Commission APPROVE the proposed Partial Settlement and Mutual Release Agreement submitted to the Commission on August 2, 2011.

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Respectfully Submitted,

DATED: August 26, 2011

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

By: Laura Massie
Attorneys for Lucas D. Hernandez

COMMUNITY WATER CENTER

By: Rose Francis
Attorneys for Martha Amezquita, Daniel González, Gabriel Carrera, Severo Rosa, Celia Ruiz, María Palma, Federico García, Martha Alvarado, and Luis Morales

REDWINE AND SHERRILL

By: Julianna Strong
Attorneys for Sunbird Mobile Home Park, Hawkeye Asset Management, James Martin and Betty Martin

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OF THE STATE OF CALIFORNIA

Lucas D. Hernández, Martha Amezquita, Daniel González, Gabriel Carrera, Severo Rosa, Celia Ruiz, María Palma, Federico García, Martha Alvarado, and Luis Morales, Complainants, vs. Sunbird Mobile Home Park, Hawkeye Asset Management, James Martin, and Betty Martin, Defendants.	CASE NO.: C. 09-11-019 (Filed November 25, 2009)

ATTACHMENT A TO JOINT MOTION FOR APPROVAL OF PARTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT:

PARTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT EXECUTED IN COUNTERPARTS BY ALL PARTIES

Megan Beaman, SBN 261539
Laura Massie, SBN 271023
California Rural Legal Assistance, Inc.
1460 6th Street/P.O. Box 35
Coachella, CA 92236
Telephone: (760) 398-7261
Email: Mbeaman@crla.org
Lmassie@crla.org

Ilene J. Jacobs, SBN 126812
California Rural Legal Assistance, Inc.
511 "D" Street
P.O. Box 2600
Marysville, CA 95901
Telephone: (530) 742-7235
Email: ijacobs@crla.org

Attorneys for Complainant Lucas D. Hernandez

Additional counsel listed on second page

Rose Francis, SBN 248521
Laurel Firestone, SBN 234236
Community Water Center
311 W. Murray Avenue
Visalia, CA 93291
Telephone: (559) 733-0219
Email: rose.francis@communitywatercenter.org

Attorneys for Complainants Martha Amezquita, Daniel González, Gabriel Carrera, Severo Rosa, Celia Ruiz, María Palma, Federico García, Martha Alvarado, and Luis Morales.

Julianna Strong, SBN 180552
Redwine and Sherrill
1950 Market Street
Riverside, CA 92501
Telephone: (951) 684-2520
Email: jstrong@redwineandsherrill.com

Attorneys for Defendants Sunbird Mobile Home Park, Hawkeye Asset Management, James Martin, and Betty Martin

PARTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Partial Settlement and Mutual Release Agreement (the "Agreement") is made and entered into as of this 5th day of January, 2010, by and between Complainants Lucas Hernandez, Martha Alvarado, Gabriel Carrera, Martha Amezquita, Severo Rosa, Celia Ruiz, Luis Morales, Maria Palma, Federico Garcia and Daniel Gonzalez ("Complainants") and Defendants Sunbird Mobile Home Park, Hawkeye Asset Management, James M. Martin and Betty A. Martin, individually and as Co-Trustees of the Martin Family Trust dated July 12, 1972, DBA Sunbird Mobile Home Park ("Defendants") with reference to the, following facts and circumstances:

RECITALS

A. On or about November 25, 2008, Complainants filed a Complaint with the Public Utilities Commission ("Commission"), designated as Case No. C.09-11-019 (the "Case"). The Complaint alleges that the rates charged by Defendant Sunbird Mobile Home Park for water service unjustly and unconscionably high and that the water provided contains impermissible level of arsenic. The Complaint seeks an order: determining that the rates are unjust and unaffordable; fixing just and reasonable rates; ordering the provision of arsenic-free water; and awarding Complainant Lucas Hernandez restitution in the amount of $2,909.35.

B. Defendants filed an Answer to the Complaint, in which they denied that the rates charged are unjust or unconscionable. The Answer further admits that levels of arsenic in the water supply have exceeded the legal maximum contaminant level (MCL), and explains that Sunbird currently has an application pending before the State of California Health and Human Services Agency, California Department of Public Health, which will result in municipal water being supplied, in whole or in part, for Sunbird residents. Sunbird is informed and believes that the application is in line for approval. This process has been delayed because of State budget considerations, but there has been a recent funding approval for a feasibility and planning study.

C. For the purposes of streamlining the pending litigation and conserving the resources of the parties and the Commission, and for no other purposes whatsoever, the parties now desire to settle that part of the Complaint that alleges that the quality of Sunbird's water service to its tenants is inadequate.

TERMS OF AGREEMENT

In consideration of the mutual covenants, the promises herein contained, and the foregoing recitals, the Complainants and Defendants agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by reference.

2. Dispute Regarding Water and Septic Rates Not Affected. This partial settlement does not extend to the issues regarding the water and septic rates, which shall remain on the Commission's docket and calendar.

3. Arsenic. As a consequence of the Legislature's adoption of AB 2515, the California Department of Public Health is authorized to promulgate emergency regulations governing the permitted use of such treatment. Sunbird has already installed and tested a filtration system to provide a stand alone source of drinking and cooking water for the park residents, but has been unable to provide filtered water to tenants as the filtration system must first be approved, by the county and/or state health departments, pursuant to the not-yet-adopted emergency regulations. Sunbird has applied for such approval, and is awaiting adoption of the regulations so its application can be reviewed and acted upon. Sunbird is informed and believes that the regulations should be adopted in early 2011, and that its application should then be approved.

Upon approval of this system, and until a long-term solution to the arsenic problem is in place at Sunbird Mobile Home Park (either by connection to the Coachella Valley Water District (CVWD) for water service or other solution bringing Sunbird Mobile Home Park into compliance with State and Federal drinking water standards, including Maximum Contaminant Levels for arsenic), Sunbird shall make the filtered water from this system available to the tenants, at no additional charge. Such filtered water shall meet Federal and State standards for drinking and cooking.

The water from this filtered system shall be available at all times in a central location for the tenants to fill their water jugs and bottles as necessary. The water shall be provided in sufficient quantity to satisfy resident demand. Tenants shall limit their consumption to a reasonable amount; a tenant may fill one container, no larger than five gallons, at a time. The water shall not be provided or available to individuals who do not reside in Sunbird, but tenants may use the water to cook for their houseguests and supply those houseguests with drinking water. If Sunbird reasonably determines that this filtered water needs to be secured, and unavailable, during late evening hours (10PM to 8 AM), it may do so. Also, if the currently proposed point of use filters are made available to the residents, at no or nominal charge, Sunbird may discontinue providing this filtered water to the residents.

4. Releases. Excepting only their respective rights to enforce the terms of this Agreement, Complainants and Defendants fully and forever release and discharge each other, and their respective assignees, subsidiaries, transferees, predecessor and successors in interest, employees, servants, agents, representatives, officers, directors, and parent corporations, from and against all actions, proceedings, causes of action, claims for relief, demands, rights, titles, interests, damages, costs, expenses, disbursements, obligations, liabilities and other claims of every nature whatsoever (collectively "Claims") arising from or otherwise relating in any way to that part of the Complaint in the case Hernandez et al. v. Sunbird Mobilehome Park, et al., C. 09-11-019, which alleges that the quality of Sunbird's water service to tenants is inadequate.

This release shall not be construed to foreclose any disputes between the parties, currently pending or in the future, regarding the issue of rates charged by Sunbird for water and septic service. Moreover, this release shall not be construed to relieve the parties of their continuing obligations under their respective rental agreements and leases, or of any obligations under Sunbird Mobile Home Park rules and regulations, or from enforcing their rights under state or federal law or under this settlement agreement.

5. Binding Effect. The releases in this Agreement shall be binding upon, extend to and inure to the benefit of the undersigned parties, and any and all of their respective past, present, and future agents, employees, officers, directors, shareholders, servants, heirs, beneficiaries, devisees, independent contractors, partners, successors, predecessors, assignors, assignees, transferors, transferees, guarantors, sureties, insurers, attorneys, investigators, accountants, joint venturers and other representatives, and any and all other persons and entities acting or purporting to act on their respective behalves, and any and all firms, corporations, associations, partnerships and other entities affiliated with, controlled by or otherwise related to any of the undersigned parties.

6. No Other Proceedings. The undersigned parties hereby represent and warrant to each other that other than the Case specified herein, none of the undersigned parties has initiated, or has been a party to or has any knowledge of any current actions, investigations or proceedings, whether judicial, governmental or administrative, involving the subject matter of this Agreement.

7. Compromise. This Agreement is a compromise of disputed claims and shall not be construed or deemed to be an admission of liability or wrongdoing by any party to any other party. The undersigned parties further expressly agree that nothing in this Agreement shall be construed as an admission or acceptance of the validity of any of the claims, causes of action or contentions made by any party in the course of the referenced Action, including those set forth in any pleadings in said litigation. Neither this settlement nor any documents or agreements made pursuant thereto shall be admissible as evidence in any subsequent proceeding for any purpose whatsoever, except proceedings for enforcement of this Agreement. This settlement has been made to avoid the expense, inconvenience and burden of litigating and trying the issue of Sunbird's quality of water service, and so that the parties can resolve that issue in a mutually agreeable manner rather than through administrative adjudication.

8. Full Authority. Each of the parties to this Agreement hereby represents, covenants and warrants that said party, and the signatory of said party, has the full right, power and authority to execute this Agreement on behalf of said party, and to execute any and all documents as may be necessary to effectuate the terms of this Agreement, and that neither party, nor any signatory for said party has sold, assigned, transferred, conveyed, hypothecated, encumbered or otherwise disposed of any rights, titles, interests, causes of action or other claims which said party may have or have had in relation to the transactions or other matters described in this Agreement or which are related in any way to the Action.

9. Informed Consent. Each undersigned party hereby declares that said party has received sufficient information, either through said party's own legal counsel or other sources of said party's own selection, so as to be able to make an intelligent and informed judgment whether to enter into this Agreement. Each undersigned party further states that each has read this Agreement in its entirety prior to executing this document, and that each has executed this Agreement voluntarily, with competence and capacity to contract and with knowledge of the terms, significance and legal effect of this Agreement. By executing this Agreement, it is understood by each party that substantial rights may be compromised and/or waived in their entirety.

10. Costs and Fees. All parties shall bear their own costs and attorneys' fees relating to the issue of Sunbird's quality of water service.

11. Further Assurances. The undersigned parties each agree to execute all documents and perform all acts necessary or appropriate to effectuate the performance of the terms of this Agreement.

12. Severability and Gender. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected. The masculine, as used herein, includes the neuter and feminine. The plural includes the singular, including the references to "parties." The term "parties" used herein encompasses each and all persons and entities described herein.

13. Complete Instrument. This Agreement contains the complete understanding made between or among the parties with respect to that part of the Action regarding the quality of Sunbird's water service. This Agreement cannot be amended or modified in any manner except by a writing executed by each of the undersigned parties or by their valid successor(s). All undersigned parties agree and acknowledge that no representations, warranties, covenants, assurances or other promises not specifically set forth in this Agreement have been made by any party in connection with the subject matter of this Agreement. Nor is any party relying on any such conduct in entering into this Agreement. Any negotiations or other communications between the parties relating to the subject matter of this Agreement are superseded by this document and of no force or effect. This Agreement has been negotiated and prepared by and for all undersigned parties equally and shall not be construed as having been drafted by any particular party or parties.

14. Counterparts and Facsimile. This Agreement may be signed in counterparts, and each counterpart shall have the same force and effect as though the signatures were contained in a single document. Facsimile copies of all signatures may be treated the same as original signatures.

15. Applicable Law. This Agreement is made under and shall be interpreted and enforced by the laws of the State of California.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date and year first above written.

JAMES M. MARTIN

Co-Trustee of the Martin Family Trust dated July 12, 1972, owner of Sunbird Mobile Home Park

BETTY A. MARTIN

Co-Trustee of the Martin Family Trust dated July 12, 1972, owner of Sunbird Mobile Home Park

JAMES KOSIK

President and CEO, Hawkeye Asset Management

LUCAS D. HERNANDEZ

Lucas D. Hernandez

MARTHA ALVARADO

234

Martha Alvarado

MARTHA AMEZQUITA

MARTHA AMEZQUITA

GABRIEL CARRERA

Gabriel Carrera

FEDERICO GARCIA

Federico Garcia

DANIEL GONZALEZ

LUIS MORALES

LUIS MORALES

MARIA PALMA

Maria Palma

SEVERO ROSA
SEVERO OROZCO. SOL.

Severo Orozco

CELIA RUIZ

Celia Ruiz

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JAMES KOSIK

President and CEO, Hawkeye Asset Management 7/15/2011

LUCAS D. HERNANDEZ

Lucas D Hernandez

MARTHA ALVARADO

MARTHA AMEZQUITA

GABRIEL CARRERA

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ATTACHMENT B TO JOINT MOTION FOR APPROVAL OF PARTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT:

STATE OF CALIFORNIA DOMESTIC WATER SUPPLY PERMIT 330175 ISSUED TO SUNBIRD MOBILE HOME PARK, FEBRUARY 9, 2011

Megan Beaman, SBN 261539
Laura Massie, SBN 271023
California Rural Legal Assistance, Inc.
1460 6th Street/P.O. Box 35
Coachella, CA 92236
Telephone: (760) 398-7261
Email: Mbeaman@crla.org
Lmassie@crla.org

Ilene J. Jacobs, SBN 126812
California Rural Legal Assistance, Inc.
511 "D" Street
P.O. Box 2600
Marysville, CA 95901
Telephone: (530) 742-7235
Email: ijacobs@crla.org

Attorneys for Complainant Lucas D. Hernandez

Additional counsel listed on second page

Rose Francis, SBN 248521
Laurel Firestone, SBN 234236
Community Water Center
311 W. Murray Avenue
Visalia, CA 93291
Telephone: (559) 733-0219
Email: rose.francis@communitywatercenter.org

Attorneys for Complainants Martha Amezquita, Daniel González, Gabriel Carrera, Severo Rosa, Celia Ruiz, María Palma, Federico García, Martha Alvarado, and Luis Morales.

Julianna Strong, SBN 180552
Redwine and Sherrill
1950 Market Street
Riverside, CA 92501
Telephone: (951) 684-2520
Email: jstrong@redwineandsherrill.com

Attorneys for Defendants Sunbird Mobile Home Park, Hawkeye Asset Management, James Martin, and Betty Martin

STATE OF *CALIFORNIA*

DOMESTIC WATER SUPPLY PERMIT

Issued To

Sunbird Mobile Home Park

3301755

By
County of Riverside Department of Environmental Health

PERMIT NUMBER: **3301755** **DATE** **February 9, 2011**

WHEREAS:

1. The ***Sunbird Mobile Home Park*** submitted a request dated ***July 31, 2010*** to **County of Riverside Department of Environmental Health** to install and pilot test a Vitasalus AM-V6 arsenic filtration unit. The request was to operate the unit on an interim basis as a pilot study to treat water to meet the State Arsenic maximum contamination level (MCL) of 10 parts per billion. until a permanent pipeline connection with Coachalla Valley Water District is completed.

2. This public water system is known as the ***Sunbird Mobile Home Park*** whose headquarters is located at ***84950 Echols Rd. Thermal, CA. 92774.***

3. The legal owners of the ***Sunbird Mobile Home Park*** are ***James and Betty Martin. James and Betty Martin,*** therefore, are responsible for compliance with all statutory and regulatory drinking water requirements and the conditions set forth in this permit.

4. The public water system for which the permit application has been submitted is as described briefly below:

   The system consists of a 400 ft. deep, 10 inch diameter well with a 15 hp submersible pump. Water flows to one 5000 gallon and six approximately 10,000 gallon gravity storage tanks. Water is boosted to a 3,000 gallon pressure storage tank, and then flows out to the distribution system.

And WHEREAS:

1. ***James and Betty Martin*** have submitted all of the required information relating to the operation of the ***Sunbird Mobile Home Park*** Water System.

2. The **County of Riverside Department of Environmental Health** has evaluated all of the information submitted by ***James and Betty Martin*** and has conducted a physical investigation of the ***Sunbird Mobile Home Park*** Water System.

3. The **County of Riverside Department of Environmental Health** has been delegated authority to issue domestic water supply permits pursuant to Health and Safety Code Section 116540.

4. The Sunbird Mobile Home Park water system is not in compliance with the arsenic drinking water standard.

5. The installed arsenic treatment unit will continue to be operated as a site-specific pilot study intended to evaluate its longer-term effectiveness for removing arsenic from the water produced by the Sunbird Mobile Home Park well. This permit provides an interim approval only, and shall not be considered as authorization or approval by the State of California for use of this specific treatment unit at any other location within the State.

DESCRIPTION OF TREATMENT UNIT

The Vitasalus/Equinox arsenic treatment unit is an ArsenicMaster V6 (6 gallon/min). It is an ion exchange treatment system using an iron-impregnated, Type II, Stronge Base, arsenic selective anion resin. The ArsenX^{np} resin is manufactured by Purolite and is NSF/ANSI-61 Certified. The unit was purchased and installed in the Sunbird Mobile Home Park manager's office in May 2010. The unit has been operated to supply water to the manager's office only and has been sampled for arsenic monthly as part of an initial pilot study to evaluate its effectiveness at removing arsenic. All arsenic laboratory test results to-date have been reported as non-detect. The ArsenicMaster V6 unit is not NSF/ANSI-53, or NSF/ANSI-61 (Annex G) certified.

The conditions for operating this point of use filtration system are listed below. The current statuses of the conditions as noted by this Department are in bold print.

1. The point of use filtration system shall be located in a secure location where access is limited to the owner, his agents, and the operator of the treatment system. **The point of use filtration system is located in the manager's office which is locked after business hours.**

2. The point of use filtration system must be NSF/ANSI-53 and NSF/ANSI-61 (Annex G) certified or show proof of application for certification within 6 months. **Currently, only the resin for the Vitasalus AM-V6 treatment unit is NSF 61 certified.**

3. The continued pilot-testing and this interim use approval of the installed treatment unit shall be contingent upon completion of monitoring as prescribed by the **County of Riverside Department of Environmental Health**, and may be revoked at any time for failure to comply with monitoring requirements.

4. The treated water from this point of use filtration system shall be tested for arsenic weekly for 4 consecutive weeks and the results shall be forwarded to **County of Riverside Department of Environmental Health**. Following the initial 4 week period the operation and water quality data will be evaluated and a reduction to once monthly sampling may be considered.

5. A sign shall be posted at the treated water station which states the hours of operation and shall include an advisory in both English and Spanish to residents that if they choose to use the water from this pilot study treatment unit, only clean sanitary containers should be used to collect, transport and store water.

6. Continue to distribute the Tier 2 notices for the arsenic MCL violation to all residents quarterly. Submit the required proof of notification form to **County of Riverside Department of Environmental Health**.

THEREFORE: The **County of Riverside Department of Environmental Health** has determined the following:

1. The ***Sunbird Mobile Home Park*** Water System meets the criteria for and is hereby classified as a ***community*** water system.

2. Provided the following conditions are complied with, the ***Sunbird Mobile Home Park*** Water System has permission to conduct a pilot study using the Vitasalus AM-6 point of use treatment device.

James and Betty Martin are HEREBY ISSUED THIS AMENDED DOMESTIC WATER SUPPLY PERMIT TO OPERATE THE Sunbird Mobile Home Park WATER SYSTEM.

The ***Sunbird Mobile Home Park*** Water System shall comply with the following permit conditions:

1. ***Provide this department with the test results required for bacteriological and chemical monitoring as per Title 22 of the California Code of Regulations.***

2. ***Comply with all of the conditions for operation and pilot-testing of the Vitasalus AM-V6 arsenic filtration unit.***

3. ***Comply with the requirements of the routine inspection report.***

4. ***This water system must be operated by a certified distribution-one operator***

5. ***Provide a Consumer Confidence Report annually not later than July 1st.***

This permit supersedes all previous domestic water supply permits issued for this public water system and shall remain in effect unless and until it is amended, revised, reissued, or declared to be null and void by the **County of Riverside Department of Environmental Health** This permit is non-transferable. Should the ***Sunbird Mobile Home Park*** Water System undergo a change of ownership, the new owner must apply for and receive a new domestic water supply permit.

Any change in the source of water for the water system, any modification of the method of treatment as described in the Permit Report, or any addition of distribution system storage reservoirs shall not be made unless an application for such change is submitted to the **County of Riverside Department of Environmental Health.**
This permit shall be effective as of the date shown below.

FOR: THE COUNTY OF RIVERSIDE DEPARTMENT OF ENVIRONMENTAL HEALTH

Mark Abbott
Environmental Health Specialist IV

Dated: February 9, 2011

DDW: 5/2000

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Lucas D. Hernández, Martha Amezquita, Daniel González, Gabriel Carrera, Severo Rosa, Celia Ruiz, María Palma, Federico García, Martha Alvarado, and Luis Morales, Complainants, vs. Sunbird Mobile Home Park, Hawkeye Asset Management, James Martin, and Betty Martin, Defendants.	CASE NO.: C. 09-11-019 (Filed November 25, 2009)

ATTACHMENT C TO JOINT MOTION FOR APPROVAL OF PARTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT:

AGREEMENT BETWEEN COACHELLA VALLEY WATER DISTRICT AND JAMES AND BETTY MARTIN, CO-TRUSTEES OF THE MARTIN FAMILY TRUST, MARCH 16, 2011

Megan Beaman, SBN 261539
Laura Massie, SBN 271023
California Rural Legal Assistance, Inc.
1460 6th Street/P.O. Box 35
Coachella, CA 92236
Telephone: (760) 398-7261
Email: Mbeaman@crla.org
Lmassie@crla.org

Ilene J. Jacobs, SBN 126812
California Rural Legal Assistance, Inc.
511 "D" Street
P.O. Box 2600
Marysville, CA 95901
Telephone: (530) 742-7235
Email: ijacobs@crla.org

Attorneys for Complainant Lucas D. Hernandez

Additional counsel listed on second page

Rose Francis, SBN 248521
Laurel Firestone, SBN 234236
Community Water Center
311 W. Murray Avenue
Visalia, CA 93291
Telephone: (559) 733-0219
Email: rose.francis@communitywatercenter.org

Attorneys for Complainants Martha Amezquita, Daniel González, Gabriel Carrera, Severo Rosa, Celia Ruiz, María Palma, Federico García, Martha Alvarado, and Luis Morales.

Julianna Strong, SBN 180552
Redwine and Sherrill
1950 Market Street
Riverside, CA 92501
Telephone: (951) 684-2520
Email: jstrong@redwineandsherrill.com

Attorneys for Defendants Sunbird Mobile Home Park, Hawkeye Asset Management, James Martin, and Betty Martin

Recording Requested by
When Recorded Return to

Coachella Valley Water District
P O Box 1058
Coachella CA 92236-1058
Attn: General Manager/Chief Engineer

No Fee Govt. Code §27383

DOC # 2011-0161374
04/12/2011

Customer Copy Label
The paper to which this label is affixed has not been compared with the recorded document

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

File: 0001.3
0481.06.1
0655.

APN: 751-060-026

AGREEMENT

THIS AGREEMENT ('Agreement') is made on this 16TH day of MARCH, 2011 by and between the COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California ('District') and JAMES M. MARTIN and BETTY A. MARTIN, as Co-Trustees of the Martin Family Trust dated JULY 12, 1972 (collectively, 'Martin').

RECITALS

A. Martin is the owner of certain real property located in the County of Riverside, State of California and legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference incorporated herein ('Property').

B. Martin operates a mobile home park on the Property consisting of eighty-six (86) mobile homes, a rental cottage, manager's house, clubhouse, and laundry facilities for a total of ninety (90) service connections. Martin provides water to the Property from certain on-site water facilities, including a well and water tank ('On-Site Facilities') through existing on-site domestic water pipelines ('On-Site Pipelines').

C. The California Department of Public Health ('CDPH') has requested District provide domestic water to the Property and District has agreed to provide domestic water to the Property. In connection therewith, the District has applied for and received Proposition 84 ('Prop 84') funding through the CDPH in the sum of Thirteen Thousand Three Hundred Forty Dollars ($13,340.00) to complete a feasibility study ('Study) including engineering design of the domestic water facilities from the District's existing domestic water system to the Property.

D. The District has agreed, upon receipt of additional state funding from the CDPH, to (i) construct, install and connect domestic water facilities from the District's existing domestic water system to the Property, including pipelines, two (2) two inch (2') meters with backflow devices and four (4) six inch (6') fire hydrant assemblies along the pipeline ('Off-Site Facilities') and (ii) pay the District's connection fees, including the dwelling unit charges, meter surcharges and supplemental water supply charges (collectively, 'District Fees').

E. Upon construction of the Off-Site Facilities, District will serve domestic water to the Property on the terms and conditions set forth herein.

070807-4-005

NOW, THEREFORE, in consideration of the preceding promises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. All of the Recitals are hereby incorporated herein by this reference as to the same extent as though herein again set forth in full.

2. The following shall be conditions precedent to District's obligation to serve domestic water to the Property:

(a) Satisfaction of all requirements of the California Environmental Quality Act.

(b) Design, construction and installation of the Off-Site Facilities to the satisfaction of the District.

(c) Design and extension of the On-Site Pipelines to the Point of Connection (as defined herein) pursuant to the provisions of Section 4.

(d) Disconnection of the On-Site Facilities pursuant to Section 4.

3. (a) District shall offset the actual costs of the design and construction of the Off-Site Facilities and any other costs arising out of or in connection with the same and the actual amount of the District Fees in existence at the time domestic water service is provided to the Property (collectively, "Project Costs").

(b) Martin shall be responsible for the following costs and expenses:

(i) Martin shall be responsible for all Project Costs in excess of state funding allocated for the either the Study or the construction of Off-Site Facilities. In the event that such costs exceed such amount, Martin shall reimburse District for such amounts pursuant to the terms and conditions of subsection (ii) below.

(ii) From time to time District shall forward invoices to Martin for such costs referred to in subsections (i) above. Martin shall pay the amounts shown in the invoices within ten (10) business days of deemed receipt pursuant to Section 8(a). In the event any amount is not paid when due, Martin shall pay to District an additional ten percent (10%) for each payment due as an administrative process charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Martin. Any payment not paid when due shall bear simple interest at the rate of ten percent (10%) per annum (provided such amount shall not exceed the maximum rate allowed under California law) from the date due until paid in full.

(iii) In the event state funding in the amount of the District's construction cost estimate for the Off-Site Facilities is not provided by the anticipated Prop 84 funds, District and Martin shall each have the option to cancel and terminate this Agreement.

4. (a) The Off-Site Facilities shall be tied to the On-Site Pipelines at such location generally described and/or depicted on Exhibit "C" attached hereto and by this reference incorporated herein or at such other location as shall be agreed to by the District ("Point of Connection").

(b) Martin shall, at Martin's sole cost and expense, disconnect the On-Site Facilities from the On-Site Pipelines in accordance with the laws, rules, ordinances and regulations of all governing bodies and agencies having jurisdiction over such work. Martin shall, at Martin's sole cost and expense, design and extend the On-Site Pipelines to the Point of Connection. The On-Site Pipelines shall be designed, constructed and reconstructed to meet the fire flow requirements set forth in Section 6 below. Martin has the sole responsibility to operate, maintain, replace, repair, reconstruct and improve the On-Site Pipelines from the Point of Connection.

(c) Martin understands and agrees that once the On-Site Pipelines are tied to the Off-Site Facilities and the District approves domestic water service to the Property, Martin will surrender its water supply permit to Riverside County and therefore, will no longer operate a public water system.

(d) District shall own, operate, maintain and repair the Off-Site Facilities, including the meters as a part of the District domestic water system.

5. Subject to the satisfaction of the terms of this Agreement, District shall provide domestic water service to the Property, subject to the circumstances within the control of District or as otherwise provided by District's rules, regulations, ordinances, policies and procedures as may be amended from time to time.

6. Subject to water availability and any exceptions, exclusions or protections provided by federal, state and local laws, rules, regulations, ordinances and rulings with respect to the provision of fire flow, including those of the District, the District will provide fire flow of One thousand (1,000) gallons per minute to the Property, subject to the completion of all requirements set forth herein and to circumstances within the control of District.

7. Martin shall assume the defense of, indemnify and hold harmless District and its officers, directors, administrators, representatives, consultants, engineers, employees and agents, and their respective successors and assigns (collectively, "District Indemnitees") and each and every one of them, from and against all actions, causes of action, damages, demands, liabilities, costs (including, but not limited to reasonable attorneys' fees), claims, losses and expenses of every type and description (collectively, "Costs") to which they may be subjected or put, by reason of, or resulting from: (a) the On-Site Facilities and On-Site Pipelines; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act or neglect on the part of Martin or his Representatives (as defined below); (c) any death, injury, property damage, accident or casualty caused or claimed to be caused by Martin or his Representatives or including Martin or his Representatives or his or their property; (d) any breach by Martin of his obligations under this Agreement; and (e) any enforcement by District of any provision of this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this Section. If Martin fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including fees and costs, to Martin and to recover the same from Martin. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

8. (a) All notices provided for the hereunder shall be in writing and mailed (registered

or certified, postage prepaid, return receipt requested), or by express carrier (return receipt requested) or hand delivered to the parties at the addresses set forth below or at such other addresses as shall be designated by such party in a written notice to the other party in accordance with the provisions of this Paragraph. All such notices shall, if hand delivered, or delivered by express carrier, be deemed received upon delivery and, if mailed, be deemed received three (3) business days after such mailing.

DISTRICT:

Coachella Valley Water District
Attention: Steve Robbins, General Manager — Chief Engineer
Post Office Box 1058
Coachella, California 92236

MARTIN:

Sunbird Mobile Home Park
Attention: Mr. James Martin
31103 Rancho Viejo Road, #2175
San Juan Capistrano, California, 92675

Hawkeye Asset Management
1121 Glenneyre Street
Laguna Beach, CA 92651

(b) Time is of the essence of this Agreement and each and every term and provision thereof.

(c) This Agreement shall be construed as if prepared by all of the parties hereto. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived.

(d) No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

(e) This instrument, together with the exhibits attached hereto and other writings referenced herein, contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements between the parties, oral or written, and any and all amendments thereto. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the parties to be charged.

(f) In the event of any litigation or other action between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to its reasonable costs and attorneys' fees.

(g) If any provision of this Agreement shall be ruled invalid, illegal or

unenforceable, the parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, affect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with clause (i) above to give effect to the intent of the parties without the invalid, illegal or unenforceable provision. To the extent the parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

(h) Each party hereto agrees to execute and deliver such documents and perform such other acts as may be necessary to effectuate the purposes of this Agreement.

(i) Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named parties.

(j) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

(k) The parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the Federal or State courts located in Riverside County, California, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MARTIN:

JAMES M. MARTIN and BETTY A. MARTIN,
Co-Trustees of the MARTIN FAMILY TRUST
dated JULY 12, 1972

Sunbird Mobile Home Park

James M. Martin, Trustee
James M. Martin, Trustee

Betty A. Martin, Trustee
Betty A. Martin, Trustee

DISTRICT:

COACHELLA VALLEY WATER
DISTRICT, a public agency

By J. M. Barrett 3-22-11
J. M. Barrett
Assistant General Manager
FOR Steven Robbins, General Manager/Chief
Engineer

STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On 3-16-2011 before me, WILLIAM N ODELSON
_____ Notary Public, personally appeared BETTY A HARTIN, JAMES M HARTIN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WILLIAM N. ODELSON
Commission # 1812084
Notary Public - California
Orange County
My Comm. Expires Oct 1, 2012

Signature: _____ (Seal)

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On _____ before me, _____
_____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

STATE OF CALIFORNIA)
) ss.
County of Riverside)

On April 11, 2011, before me, Grace Gil, Notary Public, personally appeared J. M. Barrett, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

GRACE GIL
COMM. #1879053
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Commission Expires FEB 2, 2014

Grace Gil

Grace Gil, Notary Public in
and for said County and State

COMMISSION NO. 1879053

MY COMMISSION EXPIRES FEBRUARY 2, 2014

CAPACITY CLAIMED BY SIGNER: Assistant General Manager

SIGNER IS REPRESENTING: Coachella Valley Water District

EXHIBIT LIST

EXHIBIT "A"	**DESCRIPTION OF PROPERTY**
EXHIBIT "B"	**DEPICTION OF PROPERTY**
EXHIBIT "C"	**POINT OF CONNECTION**

EXHIBIT "A"

TO AGREEMENT

DESCRIPTION OF PROPERTY

EXHIBIT "A"
AGREEMENT
JAMES M. MARTIN AND BETTY A. MARTIN AS CO-TRUSTEES
OF THE MARTIN FAMILY TRUST DATED JULY 12, 1972
APN 751-060-026

ALL THAT PROPERTY DESCRIBED AS PARCEL 1 IN QUITCLAIM DEED RECORDED DECEMBER 24, 1998 AS INSTRUMENT NO. 559038, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN THE UNICORPORATED AREA OF SAID COUNTY AND STATE, FURTHER DESCRIBED AS FOLLOWS:

THE SOUTH 660.00 FEET (MEASURED ON THE WEST LINE) OF THE WEST 660.00 FEET (MEASURED ON THE SOUTH LINE) OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SAID LAND IS ALSO SHOWN AS A PORTION OF PARCEL 1 OF MAP ON FILE IN BOOK 36, PAGE 87, OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, A CERTIFICATE OF COMPLIANCE WAS RECORDED MARCH 5, 1993 AS INSTRUMENT NO. 83942, OFFICIAL RECORDS.

CONTAINS 10.00 ACRES (MORE OR LESS).

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE PART HEREOF.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE COACHELLA VALLEY WATER DISTRICT IN FEBRUAURY, 2011.

BRIAN BADEN L.S. 5877 — DATE 2/24/11

LICENSED LAND SURVEYOR
BRIAN A. BADEN
NO. 5877
Exp. 12-31-12
STATE OF CALIFORNIA

EXHIBIT "B"

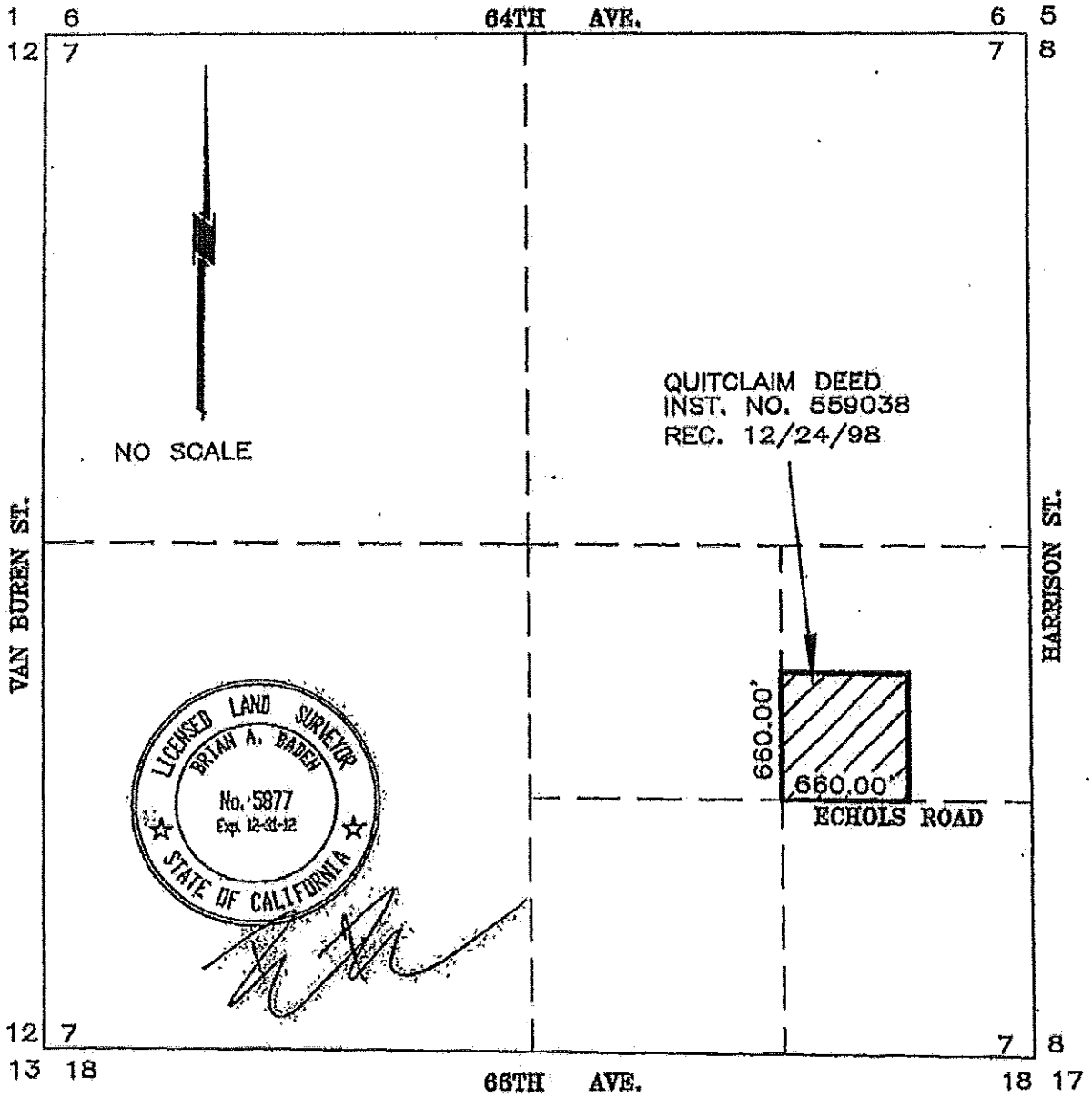
TO AGREEMENT

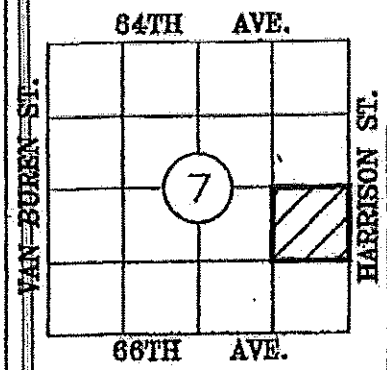
DEPICTION OF PROPERTY

EXHIBIT "B"

JAMES M. MARTIN AND BETTY A. MARTIN AS CO-TRUSTEES
OF THE MARTIN FAMILY TRUST DATED JULY 12, 1972

APN 751-060-026





CONTAINS 10.00 ACRES MORE OR LESS.

COACHELLA VALLEY WATER DISTRICT

COACHELLA, CALIFORNIA
AGREEMENT

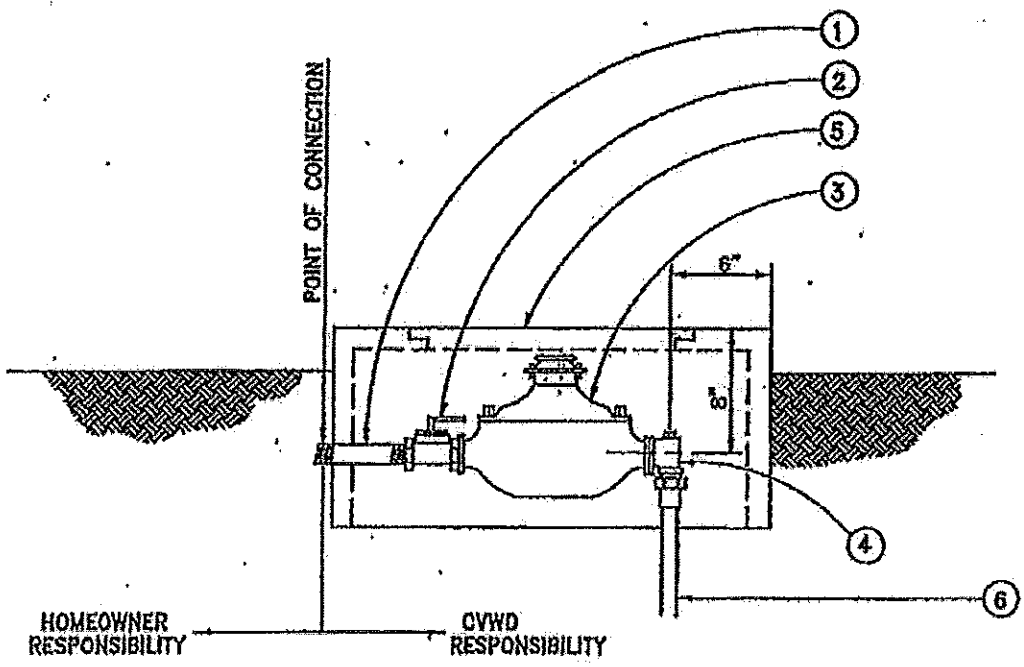
"SUNBIRD MOBILE HOME PARK"
POR. OF THE NE 1/4 OF THE SE 1/4 OF SECTION 7
T.7S., R.8E., S.B.M.

EXHIBIT "C"

TO AGREEMENT

POINT OF CONNECTION

EXHIBIT "C"



ITEM NO.	NO. REQ.	SIZE AND DESCRIPTION	REMARKS
1	1	2" NIPPLE	TO BE INSTALLED BY DISTRICT
2	1	2" BALL VALVE	
3	1	1-1/2" OR 2" METER	
4	1	2" ANGLE METER STOP	
5	1	METER BOX & LID	
6	1	2" SERVICE LINE	

COACHELLA VALLEY WATER DISTRICT

DETAIL OF 2" SERVICE INSTALLATION

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the **JOINT MOTION FOR APPROVAL OF PARTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT** on all known parties to Case No. C. 09-11-019 before the Public Utilities Commission of the State of California by transmitting an **e-mail** message with the document attached to each person named in the official service list as follows:

Redwine & Sherrill
Julianna Strong, Esq.
jstrong@redwineandsherrill.com

Commissioner Dian Grueneich
dgx@cpuc.ca.gov

Administrative Law Judge Gary Weatherford
gw2@cpuc.ca.gov

and by **mailing on August 26, 2011** a properly addressed copy by first-class mail with postage prepaid to each person named in the official service list as follows:

PARTIES

FEDERICO GARCIA 84-950 Echol Road, Space No. 208 Thermal, CA 92274 For: FEDERICO GARCIA	DANIEL GONZALEZ 84-950 Echol Road, Space No. 226 Thermal, CA 92274 For: DANIEL GONZALEZ
LUIS MORALES 84-950 Echol Road, Space No. 207 Thermal, CA 92274 For: LUIS MORALES	GABRIEL CABRERA 84-950 Echol Road, Space No. 45 Thermal, CA 92274 For: GABRIEL CABRERA
MARTHA ALVARADO 84-950 Echol Road, Space No. 234 Thermal, CA 92274 For: MARTHA ALVARADO	MARIA PALMA 84-950 Echol Road, Space No. 208 Thermal, CA 92274 For: MARIA PALMA
	MARTHA AMEZQUITA 84-950 Echol Road, Space No. 40 Thermal, CA 92274 For: MARTHA AMEZQUITA

HAWKEYE ASSET MANAGEMENT
SUNBIRD MOBILE HOME PARK
1121 Glenneyre St.
Laguna Beach, CA 92651
For: SUNBIRD MOBILE HOME PARK, HAWKEYE ASSET MANAGEMENT

BETTY MARTIN
C/O JULIANA K. STRONG
SUN BIRD MOBILEHOME PARK,
HAWKEYE ASSET
1950 Market St.
Riverside, CA 92501
For: SUNBIRD MOBILE HOME PARK, HAWKEYE ASSET MANAGEMENT

JULIANNA STRONG
ATTORNEY
REDWIND & SHERRILL
1950 Market Street
Riverside, CA 92501
For:SUNBIRD MOBILE HOME PARK, HAWKEYE ASSET MANAGEMENT
For: JAMES MARTIN AND BETTY MARTIN

ROSE FRANCIS
STAFF ATTORNEY
COMMUNITY WATER CENTER
311 W. Murray Ave.
Visalia, CA 93291
For: COMMUNITY WATER CENTER

JAMES MARTIN
C/O JULIANA K. STRONG
SUN BIRD MOBILEHOME PARK,
HAWKEYE ASSET
1950 Market St.
Riverside, CA 92501
For: HAWKEYE ASSET MANAGEMENT

LAUREL FIRESTONE
COMMUNITY WATER CENTER
311 w. Murray Ave.
Visalia, Ca 93291
For: Martha Amezquita, Gabriel Cabrera, Severo, Rosa, Celia Ruiz, Luis Morales, Maria Palma, Federico Garcia, Daniel Gonzalez and Martha Alvarado

INFORMATION ONLY

ADRIANA CEJA 84-950 Echol Road Space No. 236 Thermal, Ca 92274 For: ADRIANA CEJA	AURORA CABRAL 84-950 Echol Road Space No. 202 Thermal, Ca 92274 for: AURORA CABRAL
ERIKA TOLEDO 84-950 Echol Road Space No. 230 Thermal, Ca 92274 For: ERIKA TOLEDO	EVA MONTELLANO 84-950 Echol Road Space No. 213 Thermal, Ca 92274 For: EVA MONTELLANO
GUADALUPE RAMIREZ 84-950 Echol Road Space No. 233 Thermal, Ca 92274 For: GUADALUPE RAMIREZ	HUGO HERNANDEZ 84-950 Echol Road Space No. 217 Thermal, Ca 92274 For: HUGO HERNANDEZ
JOSE MEZA 84-950 Echol Road Space No. 210 Thermal, Ca 92274 For: JOSE MEZA	MARIA GARCIA 84-950 Echol Road Space No. 34 Thermal, Ca 92274 For: MARIA GARCIA
MARIA MARTINEZ 84-950 Echol Road Space No. 219 Thermal, Ca 92274 For: MARIA MARTINEZ	MARIA RAZO 84-950 Echol Road Space No. 216 Thermal, Ca 92274 For: MARIA RAZO
MARVI BONILLA 84-950 Echol Road Space No. 230 Thermal, Ca 92274 For: MARVI BONILLA	MAURICIO FRIAS 84-950 Echol Road Space No. 37 Thermal, Ca 92274 For: MAURICIO FRIAS
MAYELA BARROSO 84-950 Echol Road Space No. 35 Thermal, Ca 92274 For: MAYELA BARROSO	PATRICIA HERNANDEZ c/o JUAN HERNANDEZ AND OSCAR PADILLA 84-950 Echol Road Space No. 217 Thermal, Ca 92274 For: PATRICIA HERNANDEZ
ROSA MARIA MONTELLANO 84-950 Echol Road Space No.207 Thermal, Ca 92274 For: ROSA MARIA MONTELLANO	SAMUEL ESPINOZA 84-950 Echol Road Space No. 218 Thermal, Ca 92274 For: SAMUEL ESPINOZA

SOCORRO TORRES 84-950 Echol Road Space No.226 Thermal, Ca 92274 For: SOCORRO TORRES	TRINIDAD MARTINEZ 84-950 Echol Road Space No. 219 Thermal, Ca 92274 For: TRINIDAD MARTINEZ

STATE SERVICE

GARY WEATHERFORD CALIF PUBLIC UTILITIES COMMISSION DIVISION OF ADMINISTRATIVE LAW JUDGES ROOM 5020 505 VAN NESS AVENUE San Francisco, CA 94102-3214	RAVI KUMRA CALIF PUBLIC UTILITIES COMMISSION WATER AND SEWER ADVISORY BRANCH AREA 3-C 505 VAN NESS AVENUE San Francisco, CA 94102-3214

Executed on **August 26, 2011** at Coachella, California.

Carmen L. Rodriguez