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**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF  
CALIFORNIA**

MARIA DIAZ,

Complainant,

vs.

ECP Case No. 12-03-019

SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E)

Defendant.

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SOUTHERN CALIFORNIA EDISON'S (U 338-E)  
ANSWER TO COMPLAINT

PRABHA CADAMBI  
Regulatory Operations

SOUTHERN CALIFORNIA EDISON

2244 Walnut Grove Avenue  
Post Office Box 800  
Rosemead, California 91770  
Telephone: (626) 302-8177  
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Dated: April 26, 2012

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MARIA DIAZ,

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**ANSWER TO COMPLAINT**

**I.**

**INTRODUCTION**

Pursuant to Rule 4.4 of the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedures, Southern California Edison Company (“SCE”) respectfully answers the Complaint (“Complaint”) of Ms. Maria Diaz (“Complainant”).

**II.**

**SUMMARY**

Complainant seeks to have SCE restore service to her residence and also not hold her responsible for the closing bill amount of \$3,356.01 on her father’s service account at the same service address.

A. Factual Summary

Electric service at the address of 7438 Mooney Drive, Rosemead, CA, was previously established under the name of Arturo Cervantes, Sr. As explained more fully below, SCE understands that this was Complainant's father. On September 17, 2009, Complainant contacted SCE to establish ("turn-on") service in her name. This turn-on effectively closed the account for the previous service under Arturo Cervantes, Sr., and established service under Complainant's name. At the time of closing the Arturo Cervantes, Sr., account, there was a balance due on the account of \$3,356.01 ("closing bill") for electric service for the period from October 2008 through September 2009.

In an effort to determine responsible party for the unpaid closing bill SCE uses the information contained in the Experian program MetroNet that showed Complainant listed as a "Current Occupant" under the service address of 7438 Mooney Drive, Rosemead that was reported from March 1992 to August, 2010 (see Attachment A ). Based on this information, as well as the fact that SCE's records regarding the Arturo Cervantes, Sr., account showed that Complainant had contacted SCE on multiple occasions to conduct business related to the 7438 Mooney Drive service account during the period from October 2008 through September 2009 when these outstanding charges on the account were accrued (See Attachment B), SCE determined that Complainant was the appropriate person responsible for the outstanding closing bill on the Arturo Cervantes, Sr., account.

In accordance with SCE's Commission approved SCE's Rule 3 D, Complainant is responsible for the bills. SCE's Rule 3 D states:

*Individual Liability for Joint Service. Where two or more persons join in one application or contract for electric service they shall be jointly and severally liable thereunder and shall be billed by a single periodic bill mailed to the person designated on the application to receive the bill. Whether or not SCE obtained a joint application, where two or more persons occupy the same premises, they shall be jointly and severally liable for bills for electric energy supplied.*

*(Emphasis added.)*

On December 11, 2009, a closing bill for the amount of \$3,356.01 was transferred to Complainant's account. On February 10, 2010, upon receipt of the transferred closing bill of Arturo Cervantes, Sr., to her current service account, Complainant contacted SCE to dispute the transfer, stating she was not responsible for the charges. Complainant was advised to provide documentation of her place of residence during the period from October 2008 through September 2009 when these outstanding charges of the closing bill were accrued. In response, Complainant provided to SCE a copy of the death certificate of Arturo Cervantes, Sr., dated August 3, 2009, a month-to-month Rental Agreement dated October 1, 2009, for the address of 7438 Mooney Drive between Veronica Anda (Owner) and Maria Diaz and Margie Cervantes (Tenants), a rent receipt for \$800.00 for the address of 2036 Eucalyptus Way, Rosemead, CA, dated October 1, 2009 and two letters from Social Security Administration dated January 01, 2009 and June 16, 2009 respectively (See Attachment C). The documentation provided by Complainant did not show proof that she resided at another residence during the period from October 2008 through September 2009 when the charges on the closing bill were accrued. To date, Complainant has provided no documentation which proves she resided at a different

residence during the period from October 2008 through September 2009 when the charges on the closing bill were accrued.

In addition to the closing bill amount transferred, Complainant has continued to accumulate a large balance in charges for electric service on this account since establishing service under her name in September 2009 which has largely gone unpaid (See Attachment D). On several occasions, Complainant has attempted to make a payment on her account with checks that were returned by her bank (See Attachment E). Due to the total unpaid balance on her account, including the transferred balance and new charges accrued, Complainant's electric service was disconnected in accordance with SCE Tariff Rule 11 in March 2011 for an unpaid balance of \$6,863.84. Complainant subsequently paid \$2,010.00 on April 27, 2011 and SCE restored her service. Her electric service was again disconnected in September 2011 in accordance with SCE Tariff Rule 11 due to an unpaid balance of \$5,219.43. SCE restored her service in January 2012, upon receipt of an electronic Low Income Home Energy Assistance Program (LIHEAP) pledge and a good faith minimum cash payment of \$1,500.00 toward the past due charges. Additionally, at that time, SCE agreed to work with Complainant and made a payment arrangement of \$282.00 a month plus the current bill until the balance is paid off. As of the date of this Answer, the current balance on Complainant's account is \$3,386.23, and the payment arrangement is in default because Complainant did not make the agreed upon payments.

## B. Procedural Summary

1. Complainant filed Civil Complaint No. BC471826 ("Civil Complaint" or "Civil

Litigation") in Los Angeles Superior Court on October 21, 2011.

2. SCE filed its Answer to the Civil Complaint on November 17, 2011, denying all of Complainant's allegations.

3. Complainant filed both an informal and formal complaint with the Commission against SCE on or about November 22, 2011. The Commission "held" the formal complaint and proceeded with Complainant's Informal Complaint #193696. SCE was served with Informal Complaint #193696 on November 28, 2011.

4. SCE submitted its response to Informal Complaint #193696 to the Commission on December 22, 2011.

5. The Commission sent a letter to Complainant "closing" Informal Complaint #193696 on December 27, 2011.

6. SCE served Form Interrogatories on Complainant in the Civil Litigation on February 9, 2012.

7. Complainant served a partial Response to the Form Interrogatories on SCE in the Civil Litigation on February 26, 2012.

8. SCE served Special Interrogatories on Complainant in the Civil Litigation on March 5, 2012.

9. The Commission processed Complainant's Formal Complaint C.12-03-019 and officially filed it on March 19, 2012.

10. Complainant served her Response to Special Interrogatories on SCE in the Civil Litigation on April 5, 2012. Complainant also served her Amended Response to the Form Interrogatories on SCE in the Civil Litigation on April 5, 2012.

11. SCE was served with Commission Formal Complaint C.12-03-019 on April 6, 2012.

### **III.**

#### **ANSWER TO COMPLAINT**

The contentions concerning SCE, as well as SCE's responses, are as follows:

1. Complainant contends that SCE should restore her service and not hold her responsible for the amount of \$3,356.01 since she has provided SCE with proof of where she resided during the disputed period.

SCE admits that the Complainant's account was debited for the amount of \$3,356.01 which is the closing bill which covers the service from October 2008 to September 2009 for the address of 7438 Mooney Drive, Rosemead.

SCE denies that these billed amounts should be removed from the Complainant account because the information provided by the Complainant is not sufficient proof to relinquish responsibility for the bills.

2. Complainant contends she provided SCE with copies of her rental agreement, rent receipt for the address of 2036 Eucalyptus Way, Rosemead, and correspondence from Social Security Administration as proof that she did not reside at the aforesaid during the period the bills were incurred.

SCE admits Complainant provided SCE with a copy of the month to month rental agreement for the address of 7438 Mooney Drive, Rosemead, dated October 1, 2009, rent receipt for the address of 2036 Eucalyptus Way, Rosemead dated October 1, 2009 for the rental period October 1, 2009 to October 31, 2009, and copies of correspondence from the Social Security Administration dated January 2, 2009 and June 16, 2009. SCE notes that the rental agreement: (1) does not cover the disputed service period in question.



(2) The rent receipt for 2036 Eucalyptus Way, Rosemead is dated October 1, 2009, which is also the start date on the rental agreement for the address of 7438 Mooney Drive, Rosemead.

Furthermore, in response to Form Interrogatories-General in case number BC471826, dated February 26, 2012, 2.5, Complainant responded under oath that she resided at 7438 Mooney Drive, Rosemead for the last 4 years. This confirms that the Complainant was residing at this address from 2008 onwards (see Attachment F).

Complainant did not provide any documentation such as a rental agreement to affirm that she was residing at a different address during the time the bills were incurred.

## **AFFIRMATIVE DEFENSES**

### **FIRST, SEPARATE, AND AFFIRMATIVE DEFENSE**

#### **Affirmative Allegations**

SCE realleges and incorporates herein as set forth in full each and every one of its affirmative allegations set forth above.

### **SECOND, SEPARATE, AND AFFIRMATIVE DEFENSE**

#### **Failure to State a Cause of Action**

The Complaint fails to state facts sufficient to constitute a cause of action for relief against SCE.

### **THIRD, SEPARATE, AND AFFIRMATIVE DEFENSE**

#### **Compliance with Tariffs**

Complainant is barred from recovery because SCE has complied with all applicable rules, laws, and tariffs. Complainant has failed to allege any act or thing done or omission by SCE, including any rule or charge established or fixed by or for SCE, in violation or claimed to be in violation, of any provision of the law of any order or rule of the Commission as required by Public Utilities Code Section 1702.

**FOURTH, SEPARATE, AND AFFIRMATIVE DEFENSE**

**Proximate/Intervening Cause**

If Complainant suffered any injury as alleged in the Complaint, which SCE specifically disputes and denies, the intervening and superseding actions and/or inactions of Complainant herself or persons other than SCE proximately caused such injury in whole or in part.

Respectfully submitted,

/s/Prabha Cadambi

**PRABHA CADAMBI**  
**SOUTHERN CALIFORNIA EDISON**  
2244 Walnut Grove Avenue  
Post Office Box 800  
Rosemead, California 91770  
Telephone: (626) 302-2086  
Facsimile: (626) 302-1626

Dated: April 26, 2012


## **Attachment A**

### Experian Report

Best Address Search results

[Close window »](#)

[Print window »](#)

 Input Address Verified SSN 567-08-6384
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Original search information

maria diaz  
 7438 mooney dr  
 rosemead, ca

Best Address		
Record	Phone	Reported
MARIA L DIAZ (CERVANTES RUBEN, Current Occupant) 7438 MOONEY DR ROSEMEAD, CA 91770-3432 DOB: 02/13/1957	Age 53	03/92 To 08/10

Request Id: P3MFCD2BQZLDR

**Attachment B**  
**Ms. Diaz contact with SCE with regards to 7438 Mooney Drive,**  
**Rosemead**

ANOC \* \* \* CUSTOMER ACCOUNT NOTE INQUIRY \* \* \* Page 1 of 1  
Customer Name: CERVANTES, ARTURO SR Date - 04/05/99 Time - 16:12  
Cust Acct Num: 14-439-1109 Restrict Viewing ? NO Author -  
Subject - DAUGHTER CALLED...PROMISE TO PAY Update - A AUTHOR ONLY

=====

DAUGHTER SAID FATHER COULD ONLY PAY \$150.00..ADV CUST FULL AMNT NEEDED  
TO BE PD TO AVOID DISCONNECTION..SHE SAID HE COULD PIF BY FRIDAY 4-9.  
.ADV CUST TO CALL BACK W/ R# TONITE..EXT. MAY BE CONSIDERED FOR REAMIN  
DER ON ACCT UNTIL 4-9 AT THAT TIME..DID NOT GUARANTEE CUST WE COULD DE  
FINITLY EXTENS AMNT AFTER PAYMNT

=====

PF8 = PREV NOTE  
PF12 = PREV TRANS

PF9 = VIEW LOG

CONFIDENTIAL

ANOC \* \* \* \* \* CUSTOMER ACCOUNT NOTE INQUIRY \* \* \* \* \* Page 1 of 1  
Customer Name: CERVANTES, ARTURO SR Date - 06/16/99 Time - 07:08  
Cust Acct Num: 14-439-1109 Restrict Viewing ? NO Author - [REDACTED]  
Subject - MARIA TO PAY \$69.95 Update - A AUTHOR ONLY  
=====

THIS MORNING AND CALL IN RECEIPT NUMBER. CUSTOMER AWARE ACCOUNT IS  
OUT FOR DISCONNECTION

PF5 = NEXT NOTE  
PF9 = VIEW LOG

PF8 = PREV NOTE  
PF12 = PREV TRANS

CONFIDENTIAL

Date: 10/25/2011 Time: 3:02:03 PM

Maria Diaz (Dgthr) Calling regarding Arturo Cervantes Acct @ 7438 Mooney Dr.



ANOC \* \* \* \* \* CUSTOMER ACCOUNT NOTE INQUIRY \* \* \* \* \* Page 1 Of 1  
Customer Name: CERVANTES, ARTURO SR Date - 09/23/99 Time - 08:17  
Cust Acct Num: 14-439-1109 Restrict Viewing ? NO  
Subject - DGHTR/MARIA CLLD RE DISC Update - A AUTHOR ONLY  
=====

ADVSD OF RECON CHARGES- WIND NOT LET ME SPK WITH CST OF ACCT-  
STS IN HOSPITAL FOR DYALISIS TREATMENT

PF5 = NEXT NOTE  
PF9 = VIEW LOG

PF8 = PREV NOTE  
PF12 = PREV TRANS

CONFIDENTIAL

Date: 10/25/2011 Time: 3:01:34 PM

Maria Diaz (Dgthr) Calling regarding Arturo Cervantes Acct @ 7438 Mooney Dr.

ANOC \* \* \* CUSTOMER ACCOUNT NOTE INQUIRY \* \* \* Page 1 Of 1  
Customer Name: CERVANTES, ARTURO SR Date - 05/13/04 Time - 11.21  
Cust Acct Num: 14-439-1109 Restrict Viewing ? NO  
Subject - sent medsln app Update - A AUTHOR ONLY  
Maria (daughter)  
323-721-0302

PF5 = NEXT NOTE  
PF9 = VIEW LOG

PF8 = PREV NOTE  
PF12 = PREV TRANS

CONFIDENTIAL

ANOC \* \* \* \* \* CUSTOMER ACCOUNT NOTE INQUIRY \* \* \* \* \* Page 1 of 1  
Customer Name: CERVANTES, ARTURO SR Date - 05/22/08 Time - 10:12  
Cust Acct Num: 14-439-1109 Restrict Viewing ? NO  
Subject - ADV CST Update - A AUTHOR ONLY

MARIA DIAZ/DTR  
626-288-1054

ADV CST OF EXT/PA  
CRRNT BI AND NXT BI DATE

PF5 = NEXT NOTE  
PF9 = VIEW LOG

PF8 = PREV NOTE  
PF12 = PREV TRANS

CONFIDENTIAL

Date: 10/25/2011 Time: 3:03:17 PM

Maria Diaz (Dgthr) Calling regarding Arturo Cervantes Acct @ 7438 Mooney Dr.

ANOC \* \* \* CUSTOMER ACCOUNT NOTE INQUIRY \* \* \* Page 1 of 1  
Customer Name: CERVANTES, ARTURO SR Date - 08/06/08 Time - 10:15  
Cust Acct Num: 14-439-1109 Restrict Viewing ? NO Author - [REDACTED]  
Subject - SUPP CALL Update - A AUTHOR ONLY

MARIA/DAUGHTER  
HOME - 626-571-4461

CST WANTED TO MAKE PA ON PAST DUE BALANCE/ADV CST THAT I WOULD NOT BE  
ABLE TO DO SO//HAS NOT MADE PMT SINCE MAY/CST ASKED TO SPEAK WITH SUPP  
\*\*HALEY

PF5 = NEXT NOTE  
PF9 = VIEW LOG

PF8 = PREV NOTE  
PF12 = PREV TRANS

CONFIDENTIAL

Maria Diaz (Dgthr) Calling regarding Arturo Cervantes Acct @ 7438 Mooney Dr.

ANOC \* \* \* CUSTOMER ACCOUNT NOTE INQUIRY \* \* \* Page 1 of 1  
Customer Name: CERVANTES, ARTURO SR Date - 08/06/08 Time - 10:20  
Cust Acct Num: 14-439-1109 Restrict Viewing ? NO  
Update - A AUTHOR ONLY  
Subject - SUPERVISOR CALL BACK

REASON FOR CALL BACK (X IF APPLIES)  
EXT/PA:X DEP: RECN: LPP: CST COMPLAINT:  
CST COMPLIMENT: OTHER:

SPOKE TO:MAIRIA/DAUGHTER CONTACT PH#:6265714461  
BRIEF EXPLANATION OF SITUATION: CST WANTED TO MAKE PA FOR PAST DUE BAL  
ANCE/ADV CST THAT I WOULD NOT RE ARIR TO//ASKED TO SPEAK WITH SUPD  
\*\*\*HALEY

SEND TO GCCALLIST

PF5 = NEXT NOTE  
PF9 = VIEW LOG

PF8 = PREV NOTE  
PF12 = PREV TRANS

CONFIDENTIAL

Date: 10/25/2011 Time: 3:03:48 PM

Maria Diaz (Dgthr) Calling regarding Arturo Cervartes Acct @ 7438 Mooney Dr.

ANOC \* \* \* \* \* CUSTOMER ACCOUNT NOTE INQUIRY \* \* \* \* \* Page 1 Of 1  
Customer Name: CERVANTES, ARTURO SR Date - 02/26/09 Time - 09:51  
Cust Acct Num: 14-439-1109 Restrict Viewing ? NO Author -   
Subject - ADV BAL/EXT DENIED/HEAP NUM/RR Update - A AUTHOR ONLY  
=====

CERVANTES, ARTURO SR\*SPEAKN2 MARIA DIAZ DAUG\*  
6265714461

PAST DUE BALANCE - 2,050.29  
TOTAL ACCOUNT BALANCE - 2,050.29

=====

PF5 = NEXT NOTE  
PF9 = VIEW LOG

PF8 = PREV NOTE  
PF12 = PREV TRANS

CONFIDENTIAL

ANOC \* \* \* \* \* CUSTOMER ACCOUNT NOTE INQUIRY \* \* \* \* \* Page 1 of 1  
Customer Name: CERVANTES, ARTURO SR Date - 04/16/09 Time - 13:06  
Cust Acct Num: 14-439-1109 Restrict Viewing ? NO  
Subject - HEAP NUMBER/ RR Update - A AUTHOR ONLY  
=====

MARIA DIAZ DAUG\*  
6265714461  
ADV CST HAS TO PAY THE 2050.00  
ADV CST HAS 12 STMTS

PF5 = NEXT NOTE  
PF9 = VIEW LOG

PF8 = PREV NOTE  
PF12 = PREV TRANS

CONFIDENTIAL

Maria Diaz (Dgthr) Calling regarding Arturo Cervantes Acct @ 7438 Mooney Dr.

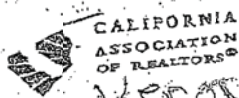
**Attachment C**  
**Rental Agreement for 7438 Mooney Drive, Rosemead**

**Death Certificate of Arturo Cervantes Sr.**

**Rent receipt dated October 1, 2009 for 2036 Eucalyptus Way,  
Rosemead**

**Letters from Social Security Administration dated January 1,  
2009 and June 16, 2009**





RESIDENTIAL LEASE OR  
MONTH-TO-MONTH RENTAL AGREEMENT  
C.A.R. Form LR, Revised 1/04

Veronica Andra ("Landlord") and  
Veronica Andra ("Tenant") agree as follows:

1. PROPERTY:  
A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 3 people only ("units").  
B. The Premises are for the sole use as a personal residence by the following named person(s) only: 3 people only.  
C. The following personal property, maintained pursuant to paragraph 11, is included: or ☐ (if checked) the personal property on the attached addendum. ("Commencement Date"). (Check A or B):  
2. TERM: The term begins on (date) 3/1/04 at AM / PM.  
☐ A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.  
☒ B. Lease: and shall terminate on (date) 3/1/04 at AM / PM.  
Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have in writing extended this agreement or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.  
3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.  
A. Tenant agrees to pay \$ 850.00 per month for the term of the Agreement.  
B. Rent is payable in advance on the 1st (or 3) day of each calendar month, and is delinquent on the next day.  
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.  
D. PAYMENT: Rent shall be paid by ☐ cash, ☐ personal check, ☐ money order, ☐ cashier check, ☐ other to (name) come to pick up (address) at (phone) and (or at any other location specified by Landlord in writing to Tenant) between the hours of and if any payment is returned for non-sufficient funds ("NSF") or on the following days other reason then all future Rent shall be paid by ☐ cash, ☐ money order, ☐ cashier check.  
4. SECURITY DEPOSIT:  
A. Tenant agrees to pay \$ 850.00 as a security deposit. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.  
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appliances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.  
C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.  
D. No interest will be paid on security deposit unless required by local law.  
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to shall be paid by ☐ cash, ☐ personal check, ☐ money order, ☐ cashier check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>3/1/04</u> to <u>3/1/04</u> (date)	<u>850.00</u>	<u>850.00</u>		
Security Deposit	<u>850.00</u>			
Other <u>cleaning</u>	<u>300</u>	<u>300</u>		
Other				
Total				

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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LR REVISED 1/04 (PAGE 1 OF 6)

Tenant's Initials: D.M.C.  
Landlord's Initials: VA  
Printed by: \_\_\_\_\_ Date: \_\_\_\_\_



Disclosures: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant: Maria Diaz Margie Arzoutian Date: 10-1-09  
 Address: 7438 E. Moody City: Bakersfield State: CA Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

☐ **GUARANTEE:** In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name): \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).

**1. RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord: Wendy L. Linder Date: 10-1-09  
 Owner or Agent with authority to enter into this Agreement  
 Address: 13426 Duma St City: Bakersfield State: CA Zip: 93311  
 Landlord Address: \_\_\_\_\_ Date: 10-1-09  
 Telephone: 320-5594 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**REAL ESTATE BROKERS:**

1. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.

2. Agency relationships are confirmed in paragraph 42.

3. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm): \_\_\_\_\_ Date: \_\_\_\_\_  
 By (Agent): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Real Estate Broker (Listing Firm): \_\_\_\_\_ Date: \_\_\_\_\_  
 By (Agent): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Reviewed by \_\_\_\_\_ Date: \_\_\_\_\_

REALTOR®

LR REVISED 1/04 (PAGE 6 OF 6)  
**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 6)**



Date: \_\_\_\_\_

- unusual: \_\_\_\_\_
1. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
2. **PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: NO PET.
3. **RULES/REGULATIONS:**
- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)
- ☐ 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_.
- OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.
4. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**
- A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.
- B. (Check one)
- ☐ 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_.
- OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.
5. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.
6. **KEYS; LOCKS:**
- A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ \_\_\_\_\_):
- ☒ key(s) to Premises, ☐ remote control device(s) for garage door/gate opener(s),
- ☐ key(s) to mailbox, ☐ \_\_\_\_\_
- ☐ key(s) to common area(s), ☐ \_\_\_\_\_
- B. Tenant acknowledges that locks to the Premises ☐ have ☐ have not been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.
7. **ENTRY:**
- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required to (i) enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
- C. ☐ (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).
8. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
9. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall be null and void and, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
10. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials ( U.S. ) ( MC )  
 Landlord's Initials ( U.S. ) ( MC )  
 Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Date: \_\_\_\_\_  
WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.  
NOTICE: Notices may be served at the following address, or at any other location subsequently designated:  
Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_

**TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

**MEDIATION:**

- A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to the Agreement.

**ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 37A.

**CAR FORM:** C.A.R. Form means the specific form referenced or another comparable form.

**OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** \_\_\_\_\_

The following ATTACHED supplements are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA);  
☐ Interpreter/Translator Agreement (C.A.R. Form ITA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

**TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in the Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of the Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. The Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**AGENCY:**

- A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) \_\_\_\_\_

is the agent of (check one): ☐ the Landlord exclusively; or ☐ both the Landlord and Tenant.

Leasing Agent: (Print firm name) \_\_\_\_\_

(if not same as Listing Agent) is the agent of (check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Landlord and Tenant.

- B. **DISCLOSURE:** ☐ (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

☐ **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted/translated for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpretation/translation agreement (C.A.R. Form ITA).

**FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated primarily in Spanish, Tenant has been provided a Spanish language translation of this Agreement pursuant to the California Civil Code.

Tenant's Initials ( ) MC  
Landlord's Initials ( )  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





Mises:

Date:

- ☐ **LEAD-BASED PAINT** (If checked): Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- ☐ **MILITARY ORDNANCE DISCLOSURE**: (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- ☐ **PERIODIC PEST CONTROL**: Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

**DATABASE DISCLOSURE: NOTICE**: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**POSSESSION**: If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord. ☐ Tenant is already in possession of the Premises.

**TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

- A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move Out Inspection and Repairs** as follows: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTI), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 27C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).

**BREACH OF CONTRACT; EARLY TERMINATION**: In addition to any obligations established by paragraph 27, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

**TEMPORARY RELOCATION**: Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**DAMAGE TO PREMISES**: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate the Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

**INSURANCE**: Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

**WATERBEDS**: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

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REVISED 1/04 (PAGE 4 OF 6)

Tenant's Initials: MC  
Landlord's Initials: MC  
Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 6)

13

Date: \_\_\_\_\_

Issues: \_\_\_\_\_

**LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or ☐ ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 75 or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

**PARKING: (Check A or B)**

- ☒ A. Parking is permitted as follows: \_\_\_\_\_

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- ☐ B. Parking is not permitted on the Premises.

**STORAGE: (Check A or B)**

- ☐ A. Storage is permitted as follows: \_\_\_\_\_

The right to storage space ☐ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- ☐ B. Storage is not permitted on the Premises.

**UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, except water & trash, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

**CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply:)

- ☐ A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- ☐ B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- ☐ C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or ☐ ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

- ☐ D. Other: \_\_\_\_\_

**MAINTENANCE:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

- B. ☐ Landlord ☐ Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_

- C. ☐ Landlord ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_

- D. ☐ Landlord ☐ Tenant shall maintain \_\_\_\_\_

- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials ( MB )Landlord's Initials ( MC )

Reviewed by \_\_\_\_\_

Date \_\_\_\_\_



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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 6)

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## COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK

3052009109164

**CERTIFICATE OF DEATH**

3200910031072

03/20/2009 10W104		USE BLACK INK ONLY NO ERASURES		FEDERAL BUREAU OF INVESTIGATION		LOCAL JURISDICTION ASSIGNED	
1 NAME OF DECEASED (Print Name)		2 AGENCY		3 LAST (Print Name)		4 DATE OF BIRTH	
ARTURO				CERVANTES SR.		05/12/1935	
5 DATE OF DEATH (Print Date)		6 AGE (in Years)		7 SEX		8 RACE	
MEXICO		480-68-1990		WIDOWED		07/30/2009	
9 COUNTRY OF BIRTH (Print Country)		10 SOCIAL SECURITY NUMBER		11 DATE OF DEATH (Print Date)		12 HOUR OF DEATH	
MEXICO		480-68-1990		WIDOWED		07/30/2009	
13 DECEASED'S RACE - Use as is, report may be listed (do not specify on back)		14 DECEASED'S SEX		15 DECEASED'S AGE		16 DECEASED'S HEIGHT	
WHITE		M		50		50	
17 DECEASED'S OCCUPATION - Type as is, if No. 02 (RET) use RETIRED		18 KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, meat distribution, employment agency, etc.)		19 YEARS IN OCCUPATION		20 YEARS IN BUSINESS	
MECHANIC		AUTOMOTIVE		50		50	
21 DECEASED'S RESIDENCE (Street and number or highway)		22 DECEASED'S RESIDENCE (City and State)		23 DECEASED'S RESIDENCE (Zip)		24 DECEASED'S RESIDENCE (Country)	
7438 E. MOONEY DR.		LOS ANGELES		91770		CA	
25 DECEASED'S NAME RELATIONSHIP		26 DECEASED'S NAME RELATIONSHIP		27 DECEASED'S NAME RELATIONSHIP		28 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
29 DECEASED'S NAME RELATIONSHIP		30 DECEASED'S NAME RELATIONSHIP		31 DECEASED'S NAME RELATIONSHIP		32 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
33 DECEASED'S NAME RELATIONSHIP		34 DECEASED'S NAME RELATIONSHIP		35 DECEASED'S NAME RELATIONSHIP		36 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
37 DECEASED'S NAME RELATIONSHIP		38 DECEASED'S NAME RELATIONSHIP		39 DECEASED'S NAME RELATIONSHIP		40 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
41 DECEASED'S NAME RELATIONSHIP		42 DECEASED'S NAME RELATIONSHIP		43 DECEASED'S NAME RELATIONSHIP		44 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
45 DECEASED'S NAME RELATIONSHIP		46 DECEASED'S NAME RELATIONSHIP		47 DECEASED'S NAME RELATIONSHIP		48 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
49 DECEASED'S NAME RELATIONSHIP		50 DECEASED'S NAME RELATIONSHIP		51 DECEASED'S NAME RELATIONSHIP		52 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
53 DECEASED'S NAME RELATIONSHIP		54 DECEASED'S NAME RELATIONSHIP		55 DECEASED'S NAME RELATIONSHIP		56 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
57 DECEASED'S NAME RELATIONSHIP		58 DECEASED'S NAME RELATIONSHIP		59 DECEASED'S NAME RELATIONSHIP		60 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
61 DECEASED'S NAME RELATIONSHIP		62 DECEASED'S NAME RELATIONSHIP		63 DECEASED'S NAME RELATIONSHIP		64 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
65 DECEASED'S NAME RELATIONSHIP		66 DECEASED'S NAME RELATIONSHIP		67 DECEASED'S NAME RELATIONSHIP		68 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
69 DECEASED'S NAME RELATIONSHIP		70 DECEASED'S NAME RELATIONSHIP		71 DECEASED'S NAME RELATIONSHIP		72 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
73 DECEASED'S NAME RELATIONSHIP		74 DECEASED'S NAME RELATIONSHIP		75 DECEASED'S NAME RELATIONSHIP		76 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
77 DECEASED'S NAME RELATIONSHIP		78 DECEASED'S NAME RELATIONSHIP		79 DECEASED'S NAME RELATIONSHIP		80 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
81 DECEASED'S NAME RELATIONSHIP		82 DECEASED'S NAME RELATIONSHIP		83 DECEASED'S NAME RELATIONSHIP		84 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
85 DECEASED'S NAME RELATIONSHIP		86 DECEASED'S NAME RELATIONSHIP		87 DECEASED'S NAME RELATIONSHIP		88 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
89 DECEASED'S NAME RELATIONSHIP		90 DECEASED'S NAME RELATIONSHIP		91 DECEASED'S NAME RELATIONSHIP		92 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
93 DECEASED'S NAME RELATIONSHIP		94 DECEASED'S NAME RELATIONSHIP		95 DECEASED'S NAME RELATIONSHIP		96 DECEASED'S NAME RELATIONSHIP	
VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER		VERONICA ANDA, GRANDDAUGHTER	
97 DECEASED'S NAME RELATIONSHIP		98 DECEASED'S NAME RELATIONSHIP		99 DECEASED'S NAME RELATIONSHIP		100 DECEASED'S NAME RELATIONSHIP	

HOFF  
2-3-2-005 0964

RECEIPT

DATE <u>Oct 1, 2009</u>		No. <u>221261</u>	
RECEIVED FROM <u>Maria L...</u>		<u>\$800</u>	
<u>Eight hundred</u>		DOLLARS	
FOR RENT <u>2312 Ecicaloptus Way</u>			
FOR <u>PSMD CA</u>			
ACCOUNT		<input type="radio"/> CASH	FROM <u>Oct 1</u> TO <u>Oct 31</u>
PAYMENT	<u>800</u>	<input type="radio"/> MONEY ORDER	
BAL. DUE	<u>0</u>	<input type="radio"/> CHECK	
		<input type="radio"/> CREDIT CARD	
		BY <u>Heather Nelson</u>	

2701





**SOCIAL SECURITY ADMINISTRATION**

Refer to:

El Monte Field Office  
9351 Telstar Ave  
El Monte, CA 91731  
(866)931-340

Name: MARIA L. DIAZ  
Address: 2036 EUCALYPTUS WAY  
ROSEMEAD, CA  
91770

SSN: 567-06-6384  
DOB: 02/13/1957  
SEX: MALE

Social Security records indicate that the individual named below is entitled to SSI/SSP payment(s) for the month(s) of:

3/08 TO THE PRESENT  
(Indicate all months)

Medicare Part A Coverage: Yes ☐ No ☒  
Medicare Part B Coverage: Yes ☐ No ☒

Medi-Cal Months/Years Requested:

12/08  
(Indicate all months)

Reason for new Medi-Cal Card:

- ☒ Newly Eligible  
☐ Not Received  
☐ Error/Mutilated  
☐ Lost Card  
☐ Reinstated To SSI  
☐ Other

SSA SIGNATURE: <u>M. K. [Signature]</u>	TITLE: Claims Representative	DATE: <u>JANUARY 2, 2009</u> / <u>PC</u> September 15, 2008
--	---------------------------------	---

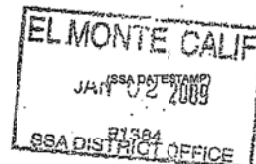
I certify that I do not have or have not received a valid Medi-Cal card for the month(s) listed above.

Claimant Signature

Date

**Take this form to:**

Department of Public Social Services  
3352 AEROJET AVE EL MONTE CA 91731



**Social Security Administration  
Supplemental Security Income**

ATTN  
SOCCORO

SOCIAL SECURITY  
9351 TELSTAR AVE.  
EL MONTE, CA 91731

Date: June 16, 2009  
Claim Number: 567-06-6384

MARIA DIAZ  
2036 EUCALYPTUS WAY  
ROSEMEAD, CA 91770-3432

Thank you for contacting us to report work or changes in JOE RIOS's work activity. The information shown below has been forwarded to a representative to determine what effect this change will have on your Social Security and/or Supplemental Security Income benefits. Remember, Social Security might not count the entire amount shown below when determining the SSI benefit amount. We will notify you of any change in payment shortly.

If any of the information shown below is incorrect, please contact us at the number shown below.

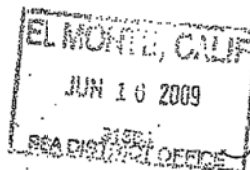
**If You Have Questions**

For general information about Social Security we invite you to visit our website at [www.socialsecurity.gov](http://www.socialsecurity.gov) on the Internet. For general questions and specific questions about your case, you may call us toll-free at 1-800-772-1213, or call your local Social Security office at 866-931-0340. We can answer most questions over the phone. If you are deaf or hard of hearing, you may call our TTY/TDD number 1-800-325-0778. If you do call or visit an office, please have this letter with you. It will help us answer your questions.

Also, if you plan to visit an office, you may call ahead to make an appointment. This will help us to serve you more quickly when you arrive at the office.

**The Following Pay Stubs Were Received:**

<u>Pay Date</u>	<u>Employer</u>	<u>Total Wages</u>	<u>Date Received</u>
04/03/2009	CAL CUSTOMS INTE	\$600.00	06/16/2009
04/10/2009	CAL CUSTOMS INTE	\$585.00	06/16/2009
04/17/2009	CAL CUSTOMS INTE	\$472.50	06/16/2009
04/24/2009	CAL CUSTOMS INTE	\$600.00	06/16/2009



8

**Attachment D**  
**Payment History**



**SOUTHERN CALIFORNIA  
EDISON**

An EDISON INTERNATIONAL Company

Maria. L. Diaz

Rate Schedule : Domestic Care

Prepared By : Vanessa

Kirkwood

7438 Mooney Drive

Rosemead, CA 91770-3432


HISTORICAL & CURRENT BILLING HISTORY				
CA# 2-32-005-0966				
Transaction Type	Transaction Amount	Transaction Statement Date	Statement Amount	Account Balance
APS Payment	-\$365.00	04/10/12		\$3,386.23
STATEMENT		04/07/12	\$140.21	\$3,751.23
Late Pyt Chg	\$2.05	03/30/12		\$3,611.02
STATEMENT		03/09/12	\$152.87	\$3,608.97
APS Payment	-\$1,000.00	02/03/12		\$3,456.10
Recon ChgAdj	\$80.00	02/03/12		\$4,456.10
STATEMENT		1/5/2012	\$0.00	\$4,376.10
HEAP Payment	-\$1,000.00	1/4/2012		\$4,376.10
HEAP Payment	-\$1,000.00	1/4/2012		\$5,376.10
Late Pyt Chg	\$4.37	12/23/2011		\$6,376.10
STATEMENT		12/2/2011	282.55-	\$6,371.73
Late Pyt Chg	\$4.53	11/3/2011		\$6,654.28
STATEMENT		10/13/2011	\$356.07	\$6,649.75
Ret Chk Chg	\$9.00	10/5/2011		\$6,293.68
Ret Check	\$405.00	10/5/2011		\$6,284.68
Late Pyt Chg	\$4.21	9/28/2011		\$5,879.68
STATEMENT		10/13/11	\$356.07	\$6,649.75
Ret Chk Chg	\$9.00	10/05/11		\$6,293.68
Ret Check	\$405.00	10/05/11		\$6,284.68
Late Pyt Chg	\$4.21	09/28/11		\$5,879.68
STATEMENT		09/07/11	\$351.23	\$5,875.47
Late Pyt Chg	\$4.17	08/27/11		\$5,524.24
QCHK Payment	-\$405.00	08/12/11		\$5,520.07
QCHK Fee	\$5.00	08/12/11		\$5,925.07
STATEMENT		08/06/11	\$274.25	\$5,920.07

Late Pyt Chg	\$4.39	07/29/11		\$5,645.82
Fld Asgnmnt	\$17.00	7/18/2011		\$5,641.43
STATEMENT		7/8/2011	\$177.95	\$5,624.43
Late Pyt Chg	\$8.62	6/29/2011		\$5,446.48
STATEMENT		6/8/2011	\$74.38	\$5,437.86
STATEMENT		5/18/2011	116.12-	\$5,363.48
Late Pyt Chg	\$4.38	5/4/2011		\$5,479.60
APS Payment	-\$100.00	4/28/2011		\$5,475.22
APS Payment	-\$1,900.00	4/27/2011		\$5,585.22
STATEMENT		4/13/2011	\$205.22	\$7,485.22
Late Pyt Chg	\$5.58	3/31/2011		\$7,280.00
Fld Asgnmnt	\$17.00	3/23/2011		\$7,274.42
APS Payment	-\$100.00	3/17/2011		\$7,257.42
STATEMENT		3/10/2011	\$171.29	\$7,357.42
UUT Reverted	-\$100.56	3/7/2011		\$7,186.13
Late Pyt Chg	\$5.79	3/2/2011		\$7,286.69
Fld Asgnmnt	\$17.00	2/14/2011		\$7,280.90
APS Payment	-\$40.00	2/11/2011		\$7,263.90
APS Payment	-\$80.00	2/10/2011		\$7,303.90
STATEMENT		2/8/2011	\$151.42	\$7,383.90
Ret Chk Chg	\$9.00	2/4/2011		\$7,232.48
Ret Check	\$950.00	2/4/2011		\$7,223.48
Ret Chk Chg	\$9.00	2/4/2011		\$6,273.48
Ret Check	\$950.00	2/4/2011		\$6,264.48
Ret Chk Chg	\$9.00	2/4/2011		\$5,314.48
Ret Check	\$580.00	2/4/2011		\$5,305.48
Late Pyt Chg	\$4.08	1/29/2011		\$4,725.48
APS Payment	-\$2,400.00	1/21/2011		\$4,721.40
Fld Asgnmnt	\$17.00	1/13/2011		\$7,201.40
STATEMENT		1/8/2011	\$196.70	\$7,184.40
Late Pyt Chg	\$6.77	12/30/2010		\$6,987.70
STATEMENT		12/9/2010	\$202.86	\$6,980.93
Late Pyt Chg	\$6.71	12/1/2010		\$6,778.07
STATEMENT		11/6/2010	\$275.29	\$6,771.36
Late Pyt Chg	\$6.66	10/28/2010		\$6,496.07
APS Payment	-\$200.00	10/14/2010		\$6,489.41
Fld Asgnmnt	\$17.00	10/12/2010		\$6,689.41
STATEMENT		10/7/2010	\$370.31	\$6,672.41
Late Pyt Chg	\$8.35	9/29/2010		\$6,302.10
Fld Asgnmnt	\$17.00	9/13/2010		\$6,293.75
STATEMENT		9/8/2010	\$490.46	\$6,276.75

Late Pyt Chg	\$8.27	08/28/10		\$5,786.29
STATEMENT		08/07/10	\$392.17	\$5,778.02
Late Pyt Chg	\$8.20	07/30/10		\$5,385.85
Fld Asgnmnt	\$17.00	07/26/10		\$5,377.65
STATEMENT		07/09/10	\$308.13	\$5,360.65
UUT Reverted	-\$174.47	07/08/10		\$5,052.52
Late Pyt Chg	\$8.08	06/30/10		\$5,226.99
STATEMENT		06/09/10	\$265.36	\$5,218.91
Late Pyt Chg	\$8.02	05/29/10		\$4,953.55
APS Payment	-\$144.00	05/28/10		\$4,945.53
Fld Asgnmnt	\$17.00	5/12/2010		\$5,089.53
STATEMENT		5/8/2010	\$212.59	\$5,072.53
APS Payment	-\$200.00	5/3/2010		\$4,859.94
Late Pyt Chg	\$10.89	4/30/2010		\$5,069.94
STATEMENT		4/9/2010	\$198.61	\$5,059.05
Late Pyt Chg	\$10.78	4/1/2010		\$4,860.44
Fld Asgnmnt	\$17.00	3/11/2010		\$4,849.66
STATEMENT		3/11/2010	\$191.96	\$4,832.66
APS Payment	-\$140.00	3/8/2010		\$4,640.70
APS Payment	-\$210.00	3/5/2010		\$4,780.70
Late Pyt Chg	\$13.77	03/03/10		\$5,000.70
STATEMENT		02/09/10	\$279.14	\$4,986.93
Late Pyt Chg	\$11.27	01/30/10		\$4,707.79
STATEMENT		01/09/10	\$242.43	\$4,696.52
Late Pyt Chg	\$9.09	12/31/09		\$4,454.09
Fld Asgnmnt	\$17.00	12/14/09		\$4,445.00
<b>(1) Misc Transfr</b>	<b>\$3,356.01</b>	<b>12/11/09</b>		<b>\$4,428.00</b>
STATEMENT		12/10/09	\$292.79	\$1,071.99
Late Pyt Chg	\$6.52	12/02/09		\$779.20
STATEMENT		11/07/09	\$372.24	\$772.68
Late Pyt Chg	\$3.28	10/29/2009		\$400.44
Fld Asgnmnt	\$17.00	10/13/2009		\$397.16
(1) STATEMENT		10/8/2009	\$380.16	\$380.16
(1) Opening Statement				
(2) Closing Bill Transfer - Arturo, Cervantes 7438 Mooney Drive, Rosemead California				

**Attachment E**

**Copies of Return Checks**



Online Account Reporting

[Home](#)  
[Logout](#)  
[Jump Date](#)

Southern CA Edison

All

Return Items

# 1 of 1

[Previous](#) [Next](#)

[\[All Items\]](#) [\[New Search\]](#)

Account: 455515-F

Return Date: 2/1/2011

Return Action: Chargeback

Source: Federal Reserve

Pres Nbr: 1

Return Reason: Acct Closed

Return ID Nbr: 201102010004265

Chargeback Date: 2/1/2011

Amount: \$950.00

MICR R/T: 322077902

MICR Acct: 0000005247980

Check Nbr: 1128

Last Name: 0029

UID: CA4044

TERMINAL ID: 01602

TRANSMISSION NR: 0000030

TRANSACTION NBR: 0000030

[\[Click Here for Detail\]](#)

**LA**

FELIPE CERVANTES  
7436 E MOONEYDR  
ROSEMEAD CA 91770  
(626) 288-1054

1128

16-77902220

Pay To The Order Of: Edison

Nine Hundred Fifty

1-21-2011 Date

\$ 950.00

100 Dollars

**FINANCIAL**  
CREDIT UNION

P.O. Box 2020  
Mortimer Park, CA 91754-9946  
1-888-864-3328  
www.fcufinancial.org

Acct 2-32 005-0966

132207790240000005247980

# 1 of 1

[Previous](#) [Next](#)

[\[All Items\]](#) [\[New Search\]](#)

Return Checks paid towards Maria Diaz Account # 2-32-005-0966





CheckFreePay		Online Account Reporting		Home Logout Jump Data
Southern CA Edison	All	Return Items		
<div> <div># 1 of 1</div> <div>Previous Next</div> <div>[All Items] [New Search]</div> </div> <div> <div>[Normal View] [Small] [Front] [Back] [Back Rotated]</div> <div>Click Image to Zoom In</div> </div>				
<b>Account:</b> 455515-F <b>Return Date:</b> 2/1/2011 <b>Return Action:</b> Chargeback <b>Source:</b> Federal Reserve <b>Pres Nbr:</b> 1 <b>Return Reason:</b> Acct Closed <b>Return ID Nbr:</b> 201102010004263 <b>Chargeback Date:</b> 2/1/2011		<b>Amount:</b> \$580.00 <b>MICR R/T:</b> 322077902 <b>MICR Acct:</b> 0000005247980 <b>Check Nbr:</b> 1131 <b>Last Name:</b> <b>UID:</b> 0029 <b>TERMINAL ID:</b> CA4044 <b>TRANSMISSION NR:</b> 01602 <b>TRANSACTION NBR:</b> 0000030		
[Click Here for Detail]				
<div> <div># 1 of 1</div> <div>Previous Next</div> <div>[All Items] [New Search]</div> </div>				

Return Checks paid towards Maria Diaz Account # 2-32-005-0966

<https://soar.southern.com/iret/detail.asp?esnum=0&retstat=ret>

10/25/2011

**Attachment F**  
**Complainant Response to Interrogatories in case number**  
**BC471826**

1 MARIA DIAZ  
2 7438 MOONEY DR.  
3 ROSEMEAD, CA 91770  
4  
5

6 LOS ANGELES COUNTY SUPERIOR COURT  
7 STATE OF CALIFORNIA  
8  
9

10 ) Case No.: BC471826  
11 )  
12 MARIA DIAZ, )  
13 PETITIONER, )  
14 )  
15 VS. ) PLAINTIFF MARIA DIAZ RESPONSE  
16 SOUTHERN CALIFORNIA EDISON, a) TO DEFENDANT SOUTHERN  
17 California Corp., ) CALIFORNIA EDISON  
18 RESPONDENT. ) FORM INTERROGATORIES-SET ONE  
19 )  
20 )

21 Responses to Form Interrogatories:

22 The following responses to defendant Southern California  
23 Edison Form Interrogatories, these answers to the  
24 Interrogatories are from my personal knowledge and the answers  
25 are provided to the best of my ability.  
26  
27

28 1

PLAINTIFF MARIA DIAZ RESPONSE TO DEFENDANT SOUTHERN CALIFORNIA EDISON FORM  
INTERROGATORIES-SET ONE

- ☐ (2) **INCIDENT** means (insert your definition here or on a separate, attached sheet labeled "Sec. 4(a)(2)");

(b) **YOU OR ANYONE ACTING ON YOUR BEHALF** includes you, your agents, your employees, your insurance companies, their agents, their employees, your attorneys, your accountants, your investigators, and anyone else acting on your behalf.

(c) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

(d) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostats, photographs, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.

(e) **HEALTH CARE PROVIDER** includes any **PERSON** referred to in Code of Civil Procedure section 667.7(e)(3).

(f) **ADDRESS** means the street address, including the city, state, and zip code.

#### Sec. 5. Interrogatories

The following interrogatories have been approved by the Judicial Council under Code of Civil Procedure section 2033.710.

#### CONTENTS

- 1.0 Identity of Persons Answering These Interrogatories
- 2.0 General Background Information—Individual
- 3.0 General Background Information—Business Entity
- 4.0 Insurance
- 5.0 [Reserved]
- 6.0 Physical, Mental, or Emotional Injuries
- 7.0 Property Damage
- 8.0 Loss of Income or Earning Capacity
- 9.0 Other Damages
- 10.0 Medical History
- 11.0 Other Claims and Previous Claims
- 12.0 Investigation—General
- 13.0 Investigation—Surveillance
- 14.0 Statutory or Regulatory Violations
- 15.0 Denials and Special or Affirmative Defenses
- 16.0 Defendant's Contentions Personal Injury
- 17.0 Responses to Request for Admissions
- 18.0 [Reserved]
- 19.0 [Reserved]
- 20.0 How the Incident Occurred—Motor Vehicle
- 25.0 [Reserved]
- 30.0 [Reserved]
- 40.0 [Reserved]
- 50.0 Contract
- 60.0 [Reserved]
- 70.0 Unlawful Detainer [See separate form DISC-003]
- 101.0 Economic Litigation [See separate form DISC-004]
- 200.0 Employment Law [See separate form DISC-002]
- Family Law [See separate form FL-145]

#### 1.0 Identity of Persons Answering These Interrogatories

- ☒ 1.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

#### 2.0 General Background Information—individual

- ☒ 2.1 State:
- (a) your name;
  - (b) every name you have used in the past; and
  - (c) the dates you used each name.
- ☒ 2.2 State the date and place of your birth.
- ☒ 2.3 At the time of the **INCIDENT**, did you have a driver's license? If so state:
- (a) the state or other issuing entity;
  - (b) the license number and type;
  - (c) the date of issuance; and
  - (d) all restrictions.
- ☒ 2.4 At the time of the **INCIDENT**, did you have any other permit or license for the operation of a motor vehicle? If so, state:
- (a) the state or other issuing entity;
  - (b) the license number and type;
  - (c) the date of issuance; and
  - (d) all restrictions.
- ☒ 2.5 State
- (a) your present residence **ADDRESS**;
  - (b) your residence **ADDRESSES** for the past five years; and
  - (c) the dates you lived at each **ADDRESS**.
- ☒ 2.6 State
- (a) the name, **ADDRESS**, and telephone number of your present employer or place of self-employment; and
  - (b) the name, **ADDRESS**, dates of employment, job title, and nature of work for each employer or self-employment you have had from five years before the **INCIDENT** until today.
- ☒ 2.7 State:
- (a) the name and **ADDRESS** of each school or other academic or vocational institution you have attended, beginning with high school;
  - (b) the dates you attended;
  - (c) the highest grade level you have completed; and
  - (d) the degrees received.
- ☒ 2.8 Have you ever been convicted of a felony? If so, for each conviction state:
- (a) the city and state where you were convicted;
  - (b) the date of conviction;
  - (c) the offense; and
  - (d) the court and case number.
- ☒ 2.9 Can you speak English with ease? If not, what language and dialect do you normally use?
- ☒ 2.10 Can you read and write English with ease? If not, what language and dialect do you normally use?

1 1.0 Eugene Osborne  
2 747 S. Magnolia Ave.  
3 West Covina, CA 91791 626-627-0218  
4 Legal Assistant

5 2.1 Maria Diaz  
6 a. Maria Cervantes  
7 b. 1957-1974

8 2.2 February 13, 1957 El Paso

9 2.3 Yes  
10 a. California  
11 b. N8624557  
12 c. 08/24/2010  
13 d. California I.D.

14 2.4 No

15 2.5 a. 7438 E. Mooney Dr. Rosemead, CA 91770  
16 b. 4 years  
17 c. 2036 Eucalyptus Way Rosemead, CA 90720  
18 d. end of October 2006

19 2.6 Unemployed, Disabled

20 2.7 a. Mark Keppel High School on Hellman, Alhambra, CA  
21 b. 1972-1975  
22 c. Halfway through 12<sup>th</sup>  
23 d. High School Diploma

24 2.8 a. No

25 2.9 yes

26 2.10 yes

27 2.11 no

28 2.12 Lorenza Anda 7438 E. Mooney Dr. Rosemead, CA 91770  
323-535-6394  
b. Diabetes  
Maria Diaz 7438 E. Mooney Dr. Rosemead, CA 91770  
626-230-3402  
Margie Cervantes 7438 E. Mooney Dr. Rosemead, CA

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RESPONSE TO DEFENDANT SOUTHERN CALIFORNIA EDISON  
FORM INTERROGATORIES-SET ONE



## **VERIFICATION**

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

I, the undersigned, certify and declare that I have read the foregoing  
**SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E)**  
**ANSWER TO COMPLAINT** and know its contents.

I am an officer of Southern California Edison a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed, believe, and on that ground allege that the matters stated in the document described above are true.

Executed on April 26, 2012 at Rosemead, California.

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

/s/ Harry Hutchison

Vice President, Customer Service Operations  
Southern California Edison Company