

UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Bankruptcy Judge
Modesto, California

June 12, 2014 at 2:30 p.m.

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1. [12-92036-E-7](#) REYNOL/ENEDINA GARCIA STATUS CONFERENCE RE: COMPLAINT
[14-9018](#) 4-17-14 [[1](#)]
U.S. TRUSTEE V. GARCIA ET AL

Final Ruling: No appearance at the June 12, 2014 Status Conference is required.

Plaintiff's Atty: Jason M. Blumberg
Defendant's Atty: unknown

Adv. Filed: 4/17/14
Answer: none

Nature of Action:
Injunctive relief - other
Objection/revocation of discharge

The defaults of the two Defendants having been entered on June 4, 2014, **the Status Conference is continued to 2:30 p.m. on August 21, 2014**, to allow Plaintiff the opportunity to file and have heard a motion for entry of default judgment.

Notes:

Entry of Default of Reynol V. Garcia 6/4/14 [Dckt 14]

Entry of Default of Enedina Garcia 6/4/14 [Dckt 15]

2. [13-91438-E-7](#) KHOI MAI AND THAO DANG
[14-9015](#)
INTERNAL REVENUE SERVICE V.
MAI ET AL

STATUS CONFERENCE RE: COMPLAINT
3-28-14 [[1](#)]

Final Ruling: No appearance at the June 12, 2014 Status Conference is required.

Plaintiff's Atty: Nithya Senra
Defendant's Atty: Anh V. Nguyen

Adv. Filed: 3/28/14
Answer: 5/27/14

Nature of Action:
Dischargeability - priority tax claims

The court has continued the Status Conference to 2:30 p.m. on July 24, 2014.
Order, Dckt. 15.

Notes:

Stipulation to extend deadline to file response filed 5/10/14 [Dckt 7]

Substitution of Attorney filed 5/10/14 [Dckt 8]

AVN-2 Request to continue status conference filed 5/10/14 [Dckt 10]

3. 13-91349-E-7 JASON RIVERS
13-9034 TPH-1
MODESTO IRRIGATION DISTRICT V.
RIVERS

MOTION BY THOMAS P. HOGAN TO
WITHDRAW AS ATTORNEY
5-14-14 [[24](#)]

Tentative Ruling: The Motion to Withdraw as Attorney was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f) (2). Consequently, the Debtor, Creditors, the Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offers opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion.

Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

Below is the court's tentative ruling, rendered on the assumption that there will be no opposition to the motion. If there is opposition presented, the court will consider the opposition and whether further hearing is proper pursuant to Local Bankruptcy Rule 9014-1(f) (2) (iii).

Local Rule 9014-1(f) (2) Motion.

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtors, Chapter 13 Trustee, all parties to the adversary proceedings, and Office of the United States Trustee on May 22, 2014. By the court's calculation, 21 days' notice was provided. 14 days' notice is required.

The Motion to Withdraw as Attorney was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f) (2). The Debtor, Creditors, the Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. At the hearing -----.

The court's decision is to grant the Motion to Withdraw as Attorney.

Thomas P. Hogan, attorney of record for Defendant Jason Rivers, filed a Motion to Withdraw as Attorney in this adversary proceeding, Mr. Hogan does not seek, in this motion, to withdraw as Debtor's counsel in the bankruptcy case. Movant states that the lack of cooperation, communication, and response from the Defendant-Client to prosecute the case, is cause for him to withdraw as counsel. Movant does not reveal any specific facts because he is bound by the attorney-client privilege.

RELEVANT LEGAL AUTHORITY

District Court Rule 182(d) governs the withdrawal of counsel. Local Bankr. R. 1001-1(C). The District Court Rule prohibits the withdrawal of counsel leaving a party *in propria persona* unless by motion noticed upon the client and all other parties who have appeared in the case. E.D. Cal. L.R. 182(d). The attorney must provide an affidavit stating the current or last known address or addresses of the client and efforts made to notify the client of the motion to withdraw. *Id.* Leave to withdraw may be granted subject to such appropriate conditions as the Court deems fit. *Id.*

Withdrawal is only proper if the client's interest will not be unduly prejudiced or delayed. The court may consider the following factors to determine if withdrawal is appropriate: (1) the reasons why the withdrawal is sought; (2) the prejudice withdrawal may cause to other litigants; (3) the harm withdrawal might cause to the administration of justice; and (4) the degree to which withdrawal will delay the resolution of the case. *Williams v. Troehler*, 2010 U.S. Dist. LEXIS 69757 (E.D. Cal. 2010). FN.1.

FN.1. While the decision in *Williams v. Troehler* is a District Court case and concerns Eastern District Court Local Rule 182(d), the language in 182(d) is identical to Local Bankruptcy Rule 2017-1.

It is unethical for an attorney to abandon a client or withdraw at a critical point and thereby prejudice the client's case. *Ramirez v. Sturdevant*, 21 Cal. App. 4th 904 (Cal. App. 1st Dist. 1994). An attorney is prohibited from withdrawing until appropriate steps have been taken to avoid reasonably foreseeable prejudice to the rights of the client. *Id.* at 915.

The District Court Rules incorporate the relevant provisions of the Rules of Professional Conduct of the State Bar of California ("Rules of Professional Conduct"). E.D. Cal. L.R. 180(e).

The termination of the attorney-client relationship under the Rules of Professional Conduct is governed by Rule 3-700. Counsel may not seek to withdraw from employment until Counsel takes steps reasonably foreseeable to avoid prejudice to the rights of the client. Cal. R. Prof'l. Conduct 3-700(A)(2). The Rules of Professional Conduct establish two categories for withdrawal of Counsel: either Mandatory Withdrawal or Permissive Withdrawal.

Mandatory Withdrawal is limited to situations where Counsel (1) knows or should know that the client's behavior is taken without probable cause and for the purpose of harassing or maliciously injuring any person and (2) knows or should know that continued employment will result in violation of the Rules of Professional Conduct or the California State Bar Act. Cal. R. Prof'l. Conduct 3-700(B).

Permissive Withdrawal is limited to when to situations where:

(1) Client:

(d) by other conduct renders it unreasonably difficult for the member to carry out the employment effectively, or

(f) breaches an agreement or obligation to the member as to expenses or fees.

(5) The client knowingly and freely assents to termination of the employment; or

Cal. R. Prof'l. Conduct 3-700(C).

DISCUSSION

Movant filed and noticed a motion to the Defendant. Movant provided the following addresses for the Defendant: 1620 North Carpenter #A5, Modesto, California and 1722 Evergreen Dr., Modesto, California.

Movant provides various reasons for his Motion to Withdraw as Attorney such as his inability to work and communicate with Defendant for over five months to move the case forward. Additionally, Movant has been working with the Plaintiff on settlement offers and has been unable to discuss the pending settlement offer with Defendant. Defendant is in breach of his fee retainer agreement despite Movant's continued negotiations with Plaintiff based on Mr. River's counteroffer to original settlement offer.

Movant does not discuss any prejudice his withdrawal as a counsel will or will not cause to the other litigants or harm it might or might not have on administration justice. However, neither the Trustee, Debtor or any other relevant party has filed an opposition to this Local Bankruptcy Rule 9014-1(f) (2) motion.

Furthermore, under the California Rules of Professional Conduct 3-700(C) (1) (d), Defendant's conduct, such as the lack of response to correspondence from the Movant as well as his breach of his fee retainer agreement, is hindering Movant's ability to carry out his employment and duties effectively. These are sufficient reasons for permissive withdrawal.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Withdraw as Attorney filed by Debtor's Counsel having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion to Withdraw as Attorney is granted and Thomas Hogan is permitted to withdraw as counsel for Defendant Jason Rivers.

4. [13-91349-E-7](#) JASON RIVERS
[13-9034](#)
MODESTO IRRIGATION DISTRICT V.
RIVERS

STATUS CONFERENCE RE: COMPLAINT
10-2-13 [[1](#)]

Plaintiff's Atty: Merle C. Meyers
Defendant's Atty: Thomas P. Hogan

Adv. Filed: 10/2/13
Answer: 11/15/13

Nature of Action:
Dischargeability - false pretenses, false representation, actual fraud
Dischargeability - fraud as fiduciary, embezzlement, larceny
Dischargeability - willful and malicious injury

Notes:

Order vacating pretrial conference and setting status conference filed
5/22/14 [Dckt 31]

5. [13-91881-E-7](#) JERRY/PAULINE RODRIQUEZ
[14-9003](#)
SOCIAL SECURITY ADMINISTRATION
V. RODRIQUEZ

CONTINUED STATUS CONFERENCE RE:
COMPLAINT
1-27-14 [[1](#)]

**Final Ruling: No appearance at the June 12, 2014 Status Conference is
required.**

Plaintiff's Atty: Jeffrey J. Lodge
Defendant's Atty: Pro Se

Adv. Filed: 1/27/14
Answer: 2/25/14

Nature of Action:
Recovery of money/property - other
Dischargeability - false pretenses, false representation, actual fraud
Dischargeability - willful and malicious injury

**Judgment having been entered on May 30, 2014, the Status Conference is
removed from the calendar.**

Notes:

Continued from 3/27/14

[USA-1] Stipulation for Compromise and Settlement filed 5/1/14 [Dckt 9]

7. [13-91194-E-7](#) [13-9033](#) ARACELI RICO
MODESTO IRRIGATION DISTRICT V.
RICO

PRE-TRIAL CONFERENCE RE:
COMPLAINT TO DETERMINE
NON-DISCHARGEABILITY OF DEBT
10-2-13 [[1](#)]

Plaintiff's Atty: Merle C. Meyers
Defendant's Atty: James D. Pitner

Adv. Filed: 10/2/13
Answer: 11/18/13

Nature of Action:
Dischargeability - false pretenses, false representation, actual fraud
Dischargeability - fraud as fiduciary, embezzlement, larceny
Dischargeability - willful and malicious injury

Notes:

Scheduling Order -
Initial disclosures by 12/12/13
Disclose experts by 3/12/14
Exchange expert reports by 3/12/14
Close of non-expert witness discovery 3/28/14 [stipulated to 5/12/14]
Close of expert witness discovery 5/12/14

Plaintiff's Pretrial Conference Statement filed 6/5/14 [Dckt 18]

Pretrial Conference Statement of Defendant Araceli Rico filed 6/5/14
[Dckt 21]

The court shall issue an Trial Setting in this Adversary Proceeding setting the following dates and deadlines:

A. The Plaintiff alleges that jurisdiction exists for this Adversary Proceeding pursuant to 28 U.S.C. §§ 1334 and 157(a), and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Complaint ¶¶ 1, 3, Dckt. 1. In its answer, Defendant-Debtor admits the allegations of jurisdiction and core proceedings. Answer ¶¶ 1, 3, Dckt. 9. This matter has been referred to this bankruptcy court from the United States District Court for the Eastern District of California. To the extent that any issues in this Adversary Proceeding are related to proceedings, the parties consented on the record to this bankruptcy court entering the final orders and judgement in this Adversary Proceeding as provided in 28 U.S.C. § 157(c)(2) for all claims and issues in this Adversary Proceeding referred to the bankruptcy court.

B. Evidence shall be presented pursuant to Local Bankruptcy Rule 9017-1.

C. **Plaintiff** shall lodge with the court and serve their Direct Testimony Statements and Exhibits on or before -----, 201x.

D. **Defendant** shall lodge with the court and serve their Direct Testimony Statements and Exhibits on or before -----, 201x.

E. The Parties shall lodge with the court, file, and serve Hearing Briefs and Evidentiary Objections on or before -----, 201x.

F. Oppositions to Evidentiary Objections, if any, shall be lodged with the court, filed, and served on or before -----, 201x.

G. The Trial shall be conducted at ----x.m. on -----, 201x.

The Parties in their respective Pretrial Conference Statements, Dckts. -----, -----, and as stated on the record at the Pretrial Conference, have agreed to and establish for all purposes in this Adversary Proceeding the following facts and issues of law:

Plaintiff

Defendant

Plaintiff	Defendant
<p>Undisputed Facts:</p> <ol style="list-style-type: none">1. This chapter 7 case (the "Chapter 7 Case") was commenced by Defendant by the filing of a voluntary petition for relief under chapter 7 of the Bankruptcy Code on June 26, 2013 (the "Petition Date").2. The Chapter 7 Case is being administered by Irma C. Edmonds, as trustee (the "Trustee") of the chapter 7 estate herein. The Trustee filed a no-asset report in the Chapter 7 Case on August 8, 2013.3. No claims bar date has been set in the Chapter 7 Case, and no claims have been filed. The deadline to object to Defendant's discharge or to challenge the dischargeability of certain debts was October 4, 2013. The Plaintiff filed its Complaint initiating this adversary proceeding on October 2, 2013, prior to that deadline.4. Defendant is an individual who resides in the City of	<p>Undisputed Facts:</p> <ol style="list-style-type: none">1. Defendant is the sole owner of real property located at 317 Boone Way, Modesto, California (the "Service Address") at all relevant times herein. The Service Address served as Defendants primary residence from March 29, 2000, (the time of the initial purchase) until August 25, 2012 when she rented the home to a third party, Daniel Contreras. Defendant resumed her residency in the home sometime around December 2012 after Daniel Contreras had vacated the premises.2. Defendant filed for Chapter 7 bankruptcy protection on June 26, 2013, in the Modesto Division of the Eastern District of California bearing case number 13-91194-E-7 and received a discharge on or around October 5, 2013.3. Plaintiff is a publicly owned utility provider that provides electrical services to residents and businesses residing in the city of Modesto, California.4. Plaintiff was listed as an unsecured creditor on Schedule F of Defendant's Chapter 7 Voluntary Petition.5. On April 5, 2000, Defendant opened an

<p>Modesto, Stanislaus County, California.</p> <p>5. Plaintiff is a publicly owned utility provider that provides electric, irrigation and domestic water services to residents and businesses in Stanislaus and San Joaquin Counties. Plaintiff maintains its headquarters and executive offices in the City of Modesto, California.</p> <p>6. On April 5, 2000 (the "Contract Date"), Defendant opened an account with Plaintiff to provide electricity to her residence, located at 317 Boone Way, Modesto, California (the "Service Address"), account no. 25000159064.</p> <p>7. According to Defendant's schedules, at all relevant times herein, Defendant was the owner of the property located at the Service Address, which property served as her primary residence.</p> <p>8. The residence located at the Service Address is a single-family, three-bedroom home with a garage, measuring approximately 1000 square feet.</p> <p>9. Plaintiff's provision of electric services to Defendant, as with all of Plaintiff's other customers, is governed by its Electric Service Rules, which are expressly incorporated into Plaintiff's contracts for services with its customers (the "Service Rules").</p> <p>10. Due to Plaintiff's findings at the Service Address detailed below, Plaintiff terminated</p>	<p>account with Plaintiff to provide electricity to the Service Address. The account number assigned to Defendant by Plaintiff was 25000159064.</p> <p>6. On June 2, 2009, Plaintiff replaced the electrical meter that was in service at the Service Address when Defendant originally purchased the home with a "smart meter" that sent meter readings directly to the Plaintiff without requiring Plaintiff to physically send an agent out to the property to obtain the reading.</p> <p>7. On or around September 25, 2012, Plaintiff alleged that its electrical meter located at the Service Address had been tampered with and terminated electrical services at the Service Address.</p> <p>8. On or around September 25, 2012, Plaintiff removed the electrical meter from the Service Address and has since installed it at another service address.</p> <p>9. Plaintiff filed the present adversary proceeding on or around October 4, 2013, alleging that the Defendant had tampered with the electrical meter at the Service Address allowing Defendant to bypass the electrical meter and obtain electrical services without the authorization of Plaintiff. Defendant denies any involvement with or knowledge of meter tampering at the Service Address.</p>
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<p>all power delivered to the Service Address, through the "Christy" Box, and removed the installed meter.</p> <p>11. Plaintiff informed Defendant that power could not be restored at the Service Address until (a) repairs had been made to correct the damage caused by Defendant's tampering with the equipment; (b) such repairs had been inspected and approved by the City of Modesto; and (c) full payment had been made on account of the outstanding amount owing due to the Unauthorized Usage (as defined below).</p> <p>12. To date, none of those preconditions have been satisfied, and in particular, Defendant has not paid any portion of the amounts arising from the Unauthorized Usage. Accordingly, utility services have not been restored to the Service Address.</p> <p>13. On May 2013, Plaintiff placed a lien for unpaid services on the property located at the Service Address.</p>	
<p>Disputed Facts:</p> <p>1. Subsequent to the Contract Date, without Plaintiff's knowledge or consent, Defendant caused Plaintiff's service equipment to be altered in order to divert electricity delivered directly to the Service Address, bypassing Plaintiff's installed meter. Through such illegal modification of the equipment, Defendant obtained and used unauthorized and unmetered electricity provided by Plaintiff.</p>	<p>Disputed Facts:</p> <p>1. Whether the electrical meter located at the Service Address was tampered with.</p> <p>2. Whether the presumption of tampering created by California Civil Code § 1882.3 satisfies the Plaintiff's burden in Federal Bankruptcy Court of proving by a preponderance of the evidence, that the debt allegedly owed by the Defendant to the Plaintiff is non-dischargeable pursuant to 11 U.S.C. §§ 523(a)(2), (4) or (6).</p> <p>3. Whether the Defendant made false</p>

<p>2. On September 24, 2012, the Service Address was "flagged" as having unusually low voltage, as well as no corresponding significant increase in load that warranted a drop in voltage. This type of reading can indicate power diversion.</p> <p>3. Due to this reading, on September 25, 2012, Plaintiff's service personnel were sent to the Service Address to investigate. During their investigation, the service personnel discovered that even with the main electric disconnect shut down, there was still a large power flow on the electric service wire that provided electricity to the Service Address. This type of reading indicates power diversion. The service personnel inserted a camera into the electric service conduit to scope the conduit to determine if there was a connection ahead of the main electric disconnect and Plaintiff's meter, which would account for this reading. Upon inspecting the service conduit, the service personnel found a large opening cut into the conduit that appeared to be from inside the garage at the Service Address. Through the opening in the conduit, unsafe and illegal connections were made to each of the phase wires and the neutral wire allowing for power diversion and meter bypass.</p> <p>4. In accordance with its Service Rules (in particular, Rule No. 11, Discontinuance and Restoration of Service) and due to the unsafe conditions created by Defendant's</p>	<p>representations to the Plaintiff regarding her use of Plaintiff's electrical services.</p> <p>4. If the Defendant did make false representations to the Plaintiff regarding her use of Plaintiff's electrical services, whether Defendant made such representations with the intent and purpose to deceive Plaintiff.</p> <p>5. Whether the Plaintiff relied on any false representations allegedly made by the Defendant.</p> <p>6. Whether the Plaintiff suffered any losses or damages as the proximate result of such representations.</p> <p>7. Whether Defendant committed actual fraud.</p> <p>8. Whether Defendant was in a fiduciary relationship with the Plaintiff.</p> <p>9. Whether Defendant owed any fiduciary duties to Plaintiff.</p> <p>10. Whether Defendant had the intent to deprive Plaintiff of its personal property.</p> <p>11. Whether Defendant deliberately and intentionally injured Plaintiff.</p> <p>12. Whether Plaintiff first became aware of the alleged tampering through a review of irregularities in its own meter records or as a result of being contacted by the Defendant who requested that the Plaintiff turn the power off at the Service Address.</p> <p>13. Whether Plaintiff had a duty to inspect its electrical meter at the service address for tampering at any time during the contract period.</p> <p>14. Whether Plaintiff ignored signs of tampering when it replaced the electrical meter at the service address on June 2, 2009 with a "smart meter."</p> <p>15. Whether Plaintiff's accounting of its damages</p>
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<p>tampering with Plaintiff's equipment, Plaintiff terminated all power delivered to the Service Address, through the "Christy" Box, and removed the installed meter.</p> <p>5. Upon examining the meter removed from the Service Address, Plaintiff determined that energy diversion had occurred since the Contract Date. Plaintiff estimated unpaid electricity consumption from April 5, 2000 to December 8, 2012 to be \$123,792.97 (the "Unauthorized Usage").</p> <p>6. Defendant either perpetrated the illegal meter tampering or, at a minimum, had actual knowledge of the illegal tampering and used the unmetered electricity services with the intent to defraud or deceive Plaintiff. Defendant participated in the fraud by falsely minimizing the monthly charges associated with the electricity being used at the Service Address.</p> <p>7. Plaintiff relied on the readings provided by the meter illegally tampered with by Defendant, with respect to the quantity of electricity being used by Defendant at the Service Address.</p> <p>8. Plaintiff sustained losses and damages as a proximate result of Defendant's fraud or misrepresentations as to her actual consumption of electricity.</p> <p>9. Defendant, with fraudulent intent, deprived Plaintiff of its property. Specifically, Defendant's illegal and authorized taking of Plaintiff's electricity,</p>	<p>due to unauthorized use accurately reflected the amount of electricity being used at the Service Address during the period in question.</p> <p>16. Whether the Defendant had the requisite knowledge or skill to alter the pathway of electricity at the service address to bypass Plaintiff's electrical meter.</p> <p>17. Whether it is possible that an unknown third party, Daniel Contreras, or a previous owner of the property tampered with the electrical meter.</p> <p>18. Whether the alleged meter tampering began on April 5, 2000 and continued through September 25, 2012 when the electrical services at the Service Address were terminated by Plaintiff and the meter was removed.</p>
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<p>through intentional tampering with Plaintiff's equipment and diverting power, deprived Plaintiff of its property consumed by Defendant.</p> <p>10. Defendant, with the intent to divert the power, either perpetrated the illegal meter tampering or had actual knowledge of the illegal tampering. Defendant perpetuated this fraud by continuing to make payments for less than was actually owed to Plaintiff for utility services provided.</p> <p>11. Plaintiff sustained losses due to Defendant's taking of Plaintiff's property.</p>	
<p>1. None</p>	<p>Disputed Evidentiary Issues:</p> <p>1. None identified.</p>
<p>Relief Sought:</p> <p>1. Judgment in favor of Plaintiff and against Defendant in the amount of \$371,387.91; including treble damages,</p> <p>2. Interest and reasonable attorneys' fees according to proof; and</p> <p>3. Judgment determining that said amount owing to Plaintiff from Defendant, is nondischargeable pursuant to 11 U.S.C. §§ 523(a)(2), (4) or (6).</p>	<p>Relief Sought:</p> <p>1. Defendant will ask that this complaint be dismissed.</p> <p>2. The alleged debt owed to Plaintiff by Defendant be discharged.</p> <p>3. Defendant also asks that Plaintiff restore electrical services at the Service Address.</p> <p>4. Defendant will further seek recovery of attorney's fees and court costs.</p>
<p>Points of Law:</p> <p>1. 11 U.S.C. § 523(a)(4)</p> <p>2. 11 U.S.C. § 523(a)(6)</p> <p>3. Cal. Civ. Code §§ 1882-1882.</p>	<p>Points of Law:</p> <p>1. 11 U.S.C. § 523(a)(2)</p> <p>2. 11 U.S.C. § 523(a)(4)</p>

	<ol style="list-style-type: none"> 3. 11 U.S.C. § 523(a)(6) 4. Doctrine of Proximate Cause 5. Contributory Negligence 6. Laches
<p>Abandoned Issues:</p> <ol style="list-style-type: none"> 1. None 	<p>Abandoned Issues:</p> <ol style="list-style-type: none"> 1. None
<p>Witnesses:</p> <ol style="list-style-type: none"> 1. Donna O'Brien 2. Brandy Fabela 3. Gary Fromm 4. Steve Corgiat 5. Tracey Teague 	<p>Witnesses:</p> <ol style="list-style-type: none"> 1. Araceli Rico 2. Rosaura Rocio-Rico 3. Aide Erreguin
<p>Exhibits:</p> <ol style="list-style-type: none"> 1. Plaintiff's monthly billing statements to Defendant, remittance record, and letter regarding termination of services - MID000001-000097 2. Alleged lease dated 9/1/2012, Daniel Contreras - MID000098-000099 3. Plaintiff's internal records regarding power diversion - MID000100-000105 4. Printouts of power diversion spreadsheets from Plaintiff's meter data system - MID000108-000443 5. Plaintiff's power diversion worksheets and supporting materials - MID000444-000451 6. Police Report - MID000452 	<p>Exhibits:</p> <ol style="list-style-type: none"> 1. MID Meter reading records from Service Address for July 2012 through September 2012. 2. Plaintiff's Payment history for Defendant for Plaintiff's account number 25000159064. 3. Lease Agreement between Defendant and Daniel Contreras. 4. Summary of Events for Araceli Rico 317 Boone Way, Modesto from MID records. 5. 9/27/12 Email correspondence from Steve Corgiat of MID to Lori Davis, Gary Fromm, Ione Love, and Leslie Brake of MID 6. MID Notes for account 25000159064 from 1996-2012 7. 11/8/12 Modesto Police Department Police Report

<p>7. Internal emails re tampering at Service Address - MID000453-454</p>	<p>8. MID Electronic Service Rules</p> <p>9. Receipts for rent payments made by Daniel Contreras to Defendant</p> <p>10. Defendant's Voluntary Petition for Chapter 7 Bankruptcy</p> <p>11. Limited Medical Records of Araceli Rico re: Defendant's 2011 Eye Surgery.</p>
<p>Discovery Documents:</p> <p>1. Answer By Defendant, Araceli Rico to Plaintiff's Interrogatories - Set Number One</p> <p>2. Transcript of Deposition of Araceli Rico, May 6, 2014</p>	<p>Discovery Documents:</p> <p>1. Answers by Plaintiff, Modesto Irrigation District, to Defendant's Interrogatories Set No. 1.</p> <p>2. Answers by Defendant, Araceli Rico, to Plaintiff's Interrogatories Set No. 1.</p> <p>3. Transcript of Deposition of Araceli Rico, May 6, 2014</p>
<p>Further Discovery or Motions:</p> <p>1. None</p>	<p>Further Discovery or Motions:</p> <p>1. None</p>
<p>Stipulations:</p> <p>1. None</p>	<p>Stipulations:</p> <p>1. None</p>
<p>Amendments:</p> <p>1. None</p>	<p>Amendments:</p> <p>1. None</p>
<p>Dismissals:</p> <p>1. None</p>	<p>Dismissals:</p> <p>1. None</p>
<p>Agreed Statement of Facts:</p> <p>1. Conferring With Opposing Counsel</p>	<p>Agreed Statement of Facts:</p> <p>1. The parties to this suit have agreed to meet and confer after the pretrial conference</p>

	scheduled for June 12, 2014 at 2:30 p.m. to prepare an agreed statement of undisputed facts which will be filed no later than June 22, 2014.
Attorneys' Fees Basis: 1. Cal. Civ. Code § 1882.2. 2. 3.	Attorneys' Fees Basis: 1. Cal. Civ. § 1882.2
Additional Items 1. None	Additional Items 1. None
Trial Time Estimation: One (1) Day	Trial Time Estimation: One (1) Day

8. [13-90795-E-7](#) JOSE IRAHETA AND ALBA STATUS CONFERENCE RE: COMPLAINT
[14-9016](#) MARTINEZ 3-28-14 [[1](#)]
MCGRANAHAN V. IRAHETA ET AL

Final Ruling: No appearance at the June 12, 2014 Status Conference is required.

Plaintiff's Atty: Steven S. Altman
Defendant's Atty: unknown

Adv. Filed: 3/28/14
Answer: none

Nature of Action:
Objection/revocation of discharge

The Status Conference is continued to 2:30 p.m. on August 21, 2014. No answer having been filed and a request for entry of defaults, the Status Conference is continued to allow Plaintiff to obtain the entry of default, file a motion for entry of default judgment, and have a hearing thereon.

Notes:

Plaintiff's First Status Conference Statement filed 5/29/14 [Dckt 15]