

**APPROVED**  
MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF TRUSTEES  
CITRUS COMMUNITY COLLEGE DISTRICT

September 10, 2013

The Board of Trustees of the Citrus Community College District met for the regular meeting of Tuesday, September 10, 2103, in the Center for Innovation Community Room.

Board President Keith called the meeting to order at 4:15 p.m. and the led the Pledge of Allegiance to the Flag.

**TRUSTEE ROLL CALL** – Present: Susan M. Keith, Joanne Montgomery, Edward C. Ortell, Patricia Rasmussen, Gary L. Woods, and Mariana Vega, Student Trustee.  
Absent: None.

**RESOURCE PERSONNEL PRESENT:** Geraldine M. Perri, Superintendent/President; Carol R. Horton, Vice President of Finance and Administrative Services; Robert L. Sammis, Director of Human Resources; Arvid Spor, Vice President of Student Services/Interim Vice President of Academic Affairs; Lisa Villa, Academic Senate President; Robert Coutts, CSEA President; and Christine Link, Recording Secretary

**ADMINISTRATORS AND EMPLOYEES SIGNING THE VOLUNTARY SIGN-IN SHEET:**

**Management Team:** Paula Green, Lan Hao, Dana Hester, Samuel Lee, Jim McClain, Martha McDonald, Gerald Sequeira, Robert Slack, Marianne Smith, Linda Welz, and Jody Wise

**Faculty:** Roberta Eisel, Bruce Langford, Patricia Lawrence, and Lisa Villa

**Supervisor/Confidential Team:** Marti De Young, Tedd Goldstein, Marilyn Grinsdale, Lari Kirby, and Eric Magallon

**Classified Staff:** Robert Coutts

**Adjunct Faculty:** Cecil Brower and Linda Chan

**Students:** Scott Lewis, Alejandra Morales, and Christian Rodriguez

**Citrus College Foundation:** Chris Garcia

**VISITORS:** Cristina Madrid, Shawn Millner, Madelyn Payne, Sally Sanger, and George Yin

## COMMENTS FROM THE AUDIENCE

**Ms. Shawn Millner** a candidate for Trustee Area one, which covers Azusa and portions of Duarte, commented on Agenda Item I-7. She requested that the incumbent from Trustee Area One, Dr. Gary Woods, immediately resign from the Board. She also requested that the Board set a time frame for when they may file litigation.

**Geraldine M. Perri, Ph.D., Superintendent/President**, was pleased to announce that Student Trustee Marianna Vega recently received the “Emerging Leader Award” from the Community College Completion Corp. In addition, Student Trustee Vega received an award from the State Assembly and Senate for her advocacy of SB 440, which supports associate degrees for transfer.

Dr. Perri said the new academic year is off to a good start. She thanked the Supervisor/Confidential and Management Teams, the Foundation and other employees for staffing the Information Booths that assisted students. The Foundation distributed information about the newly-established completion website to students during the first week of the semester. Dr. Perri said students were also given information on how to receive communications about future completion events.

Dr. Perri said the college’s latest enrollment numbers look very good. Enrollment is up 13%, with headcount at 13,386, as compared to 11,876 one year ago. Over 200 course sections were added this fall. She gave special recognition to Dr. Arvid Spor, Vice President of Student Services/Interim Vice President of Academic Affairs, for his efforts to boost enrollment.

Dr. Perri commented on several recent college events. She said that more than 180 scholarships were recently awarded to approximately 75 recipients at the “Commitment to Completion” Scholarship Recognition and Donor Appreciation Celebration. She thanked the Foundation and Financial Aid for organizing the event. As part of back-to-school week, approximately 120 faculty and staff attended the Ice Cream Social. Dr. Perri said the All Campus Budget Forum was well received, and she gave kudos to Mrs. Carol R. Horton, Vice President of Finance and Administrative Services; Ms. Rosalinda Buchwald, Director of Fiscal Services; and Ms. Carol Cone, Budget Supervisor, for preparing the 2013-2014 budget. Dr. Perri said she was pleased to attend the Vocational Nursing Pinning Ceremony, and she congratulated all the new pin recipients.

**Arvid Spor, Ed.D., Vice President of Student Services/Interim Vice President of Academic Affairs**, reported that Citrus College has gone beyond 100% of its target number for completing AA-T and AS-T degrees. It has now reached 108% of its target and maintained its statewide leadership position for creating the new transfer degrees.

Dr. Spor said Dr. Cliff Hadsell, Emergency Medical Technician instructor, has been asked to serve on the state task force to assist in the development of the AS-T degree for the Emergency Management and Homeland Security program for CSU. The Citrus

College program was the first of its kind to be approved by the Chancellor's Office and was endorsed by the Department of Homeland Security.

Dr. Spor reported that Student Services will be conducting several FAFSA workshops in September. These workshops will assist students in completing their applications for federal financial aid.

**Lisa Villa, Academic Senate President**, said the Academic Senate hit the ground running this fall with a variety of activities, such as volunteering, holding appointments and serving on a variety of committees and ad hoc work groups.

She said elections for changes to the Academic Senate Constitution and By-Laws, which started at Convocation, ended on September 6, 2013. They had an impressive turnout at their first Academic Senate meeting on Convocation Day. Ms. Villa said the faculty is ready to engage in the challenges that are coming their way this academic year.

**Robert Coutts, CSEA President**, said CSEA had its first officer e-board meeting of the year on September 5, 2013. They had a first reading of AP 6340 and they will be working with the Financial Resources Committee on a possible revision. They are also working on AP 4022 and BP/AP 4106.

CSEA held its first chapter member meeting on September 10, 2013. They updated members on CSEA conference resolutions and this year's state, area and regional CSEA officer elections. They also provided members with updated information about the Affordable Care Act, as well as information on the November 5, 2013 Board of Trustees election. Mr. Coutts also thanked CCFA President Bruce Langford for inviting everyone to the Board of Trustees Candidate Forum on September 4, 2013, and he wished all of the candidates good luck.

**Mariana Vega, Student Trustee**, said she has recently had the opportunity to talk about the Shining Star for Diversity recipient, Mr. Daniel Celebertti. Mr. Celebertti is an ASCC student leader and the Inter-Club Council (ICC) president. Student Trustee Vega said ICC will hold their semester barbeque in Finkbiner Park on September 27, 2013, where they will collaborate on upcoming events for the semester.

ASCC held an observance of World Suicide Prevention Day on September 10, 2013. Dr. Lisa Wade was invited to speak on the issue. ASCC created a "Not Alone" board where students could write positive messages to commemorate or speak to loved ones who have struggled with this issue.

**Joanne Montgomery, Clerk/Secretary, Board of Trustees**, commented that Convocation was a wonderful event. She thanked Dr. Perri, Mr. Bruce Langford, Music instructor, and the Fine and Performing Arts Department. Trustee Montgomery congratulated the Shining Star and longevity recipients, and she added that Citrus

College is a wonderful place to work. Trustee Montgomery also commented on the Vocational Nursing Pinning Ceremony, saying it was very inspirational.

**Patricia Rasmussen, Vice President, Board of Trustees**, congratulated Student Trustee Vega on her recent accomplishments, saying Citrus College continues to have stellar student leaders who exhibit tremendous leadership skills and great potential.

Trustee Rasmussen attended a session presented by Dr. Robert Sammis, Director of Human Resources, on the Affordable Care Act. She said it was very informative, and it is good to bring this topic to the forefront of discussion.

**Susan M. Keith, President, Board of Trustees**, expressed her appreciation to all those who contributed to Convocation. She said the event was informative, heartwarming and, thanks to Mr. Langford, very humorous. Board President Keith also commented on several college events, including the Ice Cream Social the Vocational Nursing Pinning Ceremony, and the Foundation's scholarship reception. She added that she is tremendously impressed with Citrus College's outstanding students.

## **MINUTES**

**Item 1:** Moved by Trustee Woods and seconded by Trustee Rasmussen to approve the regular meeting minutes of August 13, 2013, as presented.

5 Yes.

## **HEARINGS**

Board President Keith opened a public hearing at 4:37 p.m., for the purpose of hearing public viewpoints on the GANN Appropriation Limit Calculation.

Mrs. Horton provided an overview of the GANN Appropriation Limit Calculation stating that Article XIII B of the Constitution of the State of California, as approved by the voters in November 1979, requires the establishment of Appropriation Limits on "Proceeds of Taxes" revenues for public agencies, including community college districts, beginning with the 1980-81 fiscal year. Each district is required to determine and adopt such an Appropriation Limit for the 2013-2014 fiscal year, as a legislative act.

The GANN Appropriation Limit Calculation has been available for review at the five public libraries in the Citrus College service area, at the Citrus College library, and in the Superintendent/President's office.

Hearing no other comments, Board President Keith declared the public hearing closed at 4:39 p.m.

Board President Keith opened a public hearing at 4:39 p.m., for the purpose of hearing public viewpoints with regard to the 2013-2014 Adopted Budget. Hearing no comments, she declared the public hearing closed at 4:40 p.m.

Board President Keith opened a public hearing at 4:40 p.m., for the purpose of hearing public viewpoints with regard to entering into an Energy Conservation Service Agreement to upgrade equipment, sensors, controls and software in the District's Central Plant facility. Hearing no comments, she declared the hearing closed at 4:41 p.m.

## **INFORMATION AND DISCUSSION**

### **2013-2014 Adopted Budget PowerPoint Presentation – Carol R. Horton, Vice President of Finance and Administrative Services**

Mrs. Horton presented a PowerPoint regarding the 2013-2014 Adopted Budget. A similar PowerPoint was presented to the college community on September 3, 2013 at an All Campus Budget Forum. Board President Keith thanked Mrs. Horton for her efforts to keep the college financially sound and the deans, faculty and staff for their efforts to conserve resources.

### **Program Review – Public Works – Arvid Spor, Vice President of Student Services/Interim Vice President of Academic Affairs**

Dr. Spor presented the highlights of program review for Public Works.

### **Program Review – Water Technology – Arvid Spor, Vice President of Student Services/Interim Vice President of Academic Affairs**

Dr. Spor presented the highlights of program review for Water Technology.

### **Report of Ad Hoc Board Subcommittee Regarding Residence of Dr. Gary L. Woods**

Mr. Christopher Keeler, the college's attorney who has been working with the Board's ad hoc subcommittee formed to consider residency issues related to Trustee Area One, Dr. Gary Woods, provided an overview of the subcommittee's report (attached) and concluded with a recommendation that the Board of Trustees authorize legal counsel to file with the Attorney General a request to sue in quo warranto on the residency issue.

## **INDEPENDENT CONTRACTORS**

**Item 2:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to approve the attached list of independent contractor/consultant agreements as submitted. 5 Yes.

## **FACILITIES USE**

**Item 3:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to approve facility rentals and usage. 5 Yes.

**BUDGET – WARRANTS – FINANCIAL STATEMENT, ETC.**

- Item 4:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to approve A & B Warrants for August 2013. 5 Yes.

**CONSTRUCTION – CAPITAL PROJECTS**

- Item 5:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to accept Project #04-1213, Fountain Concrete Replacement Project as complete and authorize staff to file the required Notice of Completion with the County of Los Angeles. The final contract amount is \$139,040.00. 5 Yes.

**INSTITUTIONAL MEMBERSHIP**

- Item 6:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to approve a \$500.00 one year membership to the California Corporate College. 5 Yes.

**IMMUNIZATION**

- Item 7:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to approve the Student Health Center to administer influenza vaccine to faculty and staff who request shots to reimburse the Student Health Center at the rate of \$17.00 per injection. 5 Yes.

**AGREEMENTS**

- Item 8:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to approve agreements between Citrus College and Mt. San Antonio College in the amount of \$66,000 and between Citrus College and Rio Hondo College in the amount of \$78,000. Contracts will be in effect September 11, 2013 to July 31, 2014 for the San Gabriel Valley Career Technical Education Community Collaborative - Round Six. 5 Yes.

**PERSONNEL RECOMMENDATIONS**

- Item 9:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to approve the personnel actions with regard to the employment, change of status, and/or separation of academic employees. 5 Yes.
- Item 10:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to approve the personnel actions with regard to the employment, change of status, and/or separation of classified employees. 5 Yes.
- Item 11:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to approve the employment of short-term, hourly, substitutes, volunteers, and professional experts. 5 Yes.

**RESOLUTION**

**Item 12:** Moved by Trustee Montgomery and seconded by Trustee Rasmussen to adopt Resolution #2013-14-02 to establish the District's GANN Appropriation Limit of \$79,075,477 for the 2013-2014 fiscal year. 5 Yes.

**BUDGET – WARRANTS – FINANCIAL STATEMENT, ETC.**

**Item 13:** Moved by Trustee Woods and seconded by Trustee Rasmussen to approve the Quarterly Financial Status Report for the fiscal quarter ended June 30, 2013, and authorizing the forwarding of this report to the Chancellor's Office and the Office of the Los Angeles County Superintendent of Schools. 5 Yes.

**Item 14:** Moved by Trustee Montgomery and seconded by Trustee Woods to approve the attached adopted budget for all District funds for the 2013-2014 fiscal year. 5 Yes.

**RESOLUTION**

**Item 15:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to adopt Resolution 2013-14-03 and authorize the Vice President of Finance & Administrative Services to execute the Energy Conservation Service Agreement on Project 02-1314, Central Plant, on behalf of the District. The Energy Conservation Service Agreement cost of \$195,780 is within budget and will be funded from Fund 41, Capital Projects. 5 Yes.

**GOALS**

**Item 16:** Moved by Trustee Woods and seconded by Trustee Montgomery to approve the Board's Goals for 2013-2014. 5 Yes.

**BOARD OF TRUSTEES**

Mr. George Yin, attorney for Dr. Gary Woods, provided a response (attached) to the college attorney's opinion stating that the evidence shows that Trustee Woods does have a residence in Azusa and requested that the Board of Trustees take no further action on the residency issue for Trustee Area One.

**Item 17:** Moved by Trustee Ortell and seconded by Trustee Woods to take no further action.

Trustee Ortell stated the following: "Let me speak from the heart in this case, OK? It seems to me that we really need to get back to doing educational things and let the campaign go to the campaign and people go back and forth and that and that is part of democracy. But we, as a Board, should sort of try to put things back together again, work as a group. Yes, we have our differences of opinion but stay out of that political arena and get back to educating people. You know that is really

what I feel in my heart because, I have been on the Board for 44 years and I have never seen it like this where we are at each other's throats and it seems to me like we need to repair, we need a chance to step back from it. Let the democracy take its course, let the voters decide in Azusa, do that in just a few weeks and step back and do our job of keeping Citrus one of the finest institutions in the land. That is my plea, it is not a vigorous argument but it is a heartfelt one."

2 Yes (Woods, Ortell). 3 No (Keith, Montgomery, Rasmussen).

**Item 18:** Moved by Trustee Rasmussen and seconded by Trustee Montgomery to authorize legal counsel to file on the District's behalf, an application for leave to sue in quo warranto to determine whether Dr. Gary Woods is ineligible to hold office based on residency outside of his trustee area.

Trustee Ortell stated the following: "How much is this going to cost us because we have spent thousands and thousands and thousands of dollars on legal costs. Isn't it time to start putting into seats for students and our educational program? Any individual can make that file, they have all the information here, we don't have to make ourselves party of it and pay for that expensive legal costs."

Board President Keith stated the following: "In March a question about Dr. Woods' residency was raised publically by CTA and its local affiliate, Citrus College Faculty Association. The Board took that issue seriously because trustees are elected by trustee area to ensure that each community has a voice in the governance of the District. A responsible, effective trustee is connected to his or her constituents both by attending community events in an official capacity and by everyday contact with students, employees, neighbors, and local business owners. A healthy board relies on the trustees to bring to each policy discussion the needs and values of the community that they represent. Acting on this concern, at a public meeting in May of 2013 the Board of Trustees formed an ad hoc committee to consider the residency of Dr. Woods, gather facts and prepare a report which may include recommendation for action. The committee's questions were guided by law and the belief that all constituents in the Citrus Community College District deserve to be represented by a bonafide resident of their community. The subcommittee believes that a substantial question exists whether Dr. Woods is a resident of Azusa. For this reason, this issue merits consideration by the Attorney General who is authorized to make an independent determination whether a substantial question about residency exists and whether a public purpose would be served by a legal challenge to Dr. Woods' office."

Trustee Ortell stated the following: "I think it is such a waste of public tax payer dollars for a political ploy and when the board is so closely split and



there is going to be an election just in a few weeks, it is not a good and it also suggests other trustee areas trying to dictate who will be in a different trustee area instead of letting the voters decide it themselves. To me it is just disenfranchising the people in trustee area number one.”

Trustee Keith stated the following: “I have to tell you, on the contrary, I think it is looking out for the people in Azusa. I will call for the question. All in favor?”

3 Yes (Keith, Montgomery, Rasmussen). 2 No (Ortell, Woods).

**CLOSED SESSION:** At 6:28 p.m., Board President Keith adjourned the meeting per the following sections of the Government Code:

**Per Section 54957.6: Conference with Labor Negotiator, Robert L. Sammis, District Chief Negotiator - Employee Organization: Citrus College Faculty Association CTA/NEA (CCFA).**

**Per Section 54957.6: Conference with Labor Negotiator, Robert L. Sammis, District Chief Negotiator - Employee Organization: Citrus College Adjunct Faculty Federation, (CCAFF) Local 6352.**

**Per Section 54957.6: Conference with Labor Negotiator, Robert L. Sammis, District Chief Negotiator - Employee Organization: California School Employees Association (CSEA) Citrus College Chapter Local 101.**

**RECONVENE OPEN SESSION:** At 6:50 p.m., Board President Keith reconvened the meeting to open session with no action taken.

**ADJOURNMENT:** At 6:51 p.m., it was moved by Trustee Rasmussen and seconded by Trustee Montgomery to adjourn the meeting.

October 1, 2013

Date

\_\_\_\_\_  
Joanne Montgomery  
Clerk/Secretary  
Board of Trustees



# Report of Ad Hoc Board Subcommittee: Residency of Dr. Gary L. Woods

September 9, 2013

Susan M. Keith  
Dr. Patricia Rasmussen

Assisted by Christopher Keeler  
Fagen Friedman & Fulfrost

## **I. Introduction**

Dr. Gary Lewis Woods is the elected member of the Citrus College Board of Trustees representing Trustee Area #1, which includes the City of Azusa and portions of Duarte. Dr. Woods was first elected to this office in 1982. His present term expires on November 30, 2013.

At the public Board meeting on March 19, 2013, representatives of the Community College Association, an affiliate of California Teachers Association, and John Fincher, President of the Citrus College Faculty Association, addressed the Board during the public comment period and asserted that Dr. Woods is not a resident of Azusa. Ron Reel, President of the Community College Association in California reported that, on January 29, 2013, the CTA office in Santa Fe Springs received a letter from a former United States Postal Worker. The former Postal Worker observed in the 1980's that the resident at 385 N. Rockvale Avenue, Apt. 42 would allow his mail to sit uncollected for "weeks at a time" and then suddenly empty it, as if he didn't actually live at that address. This pattern continued for several years. The complex manager informed the Postal Worker that Gary Woods worked at Citrus College and used the apartment when he would work late and didn't want to drive home. She said that he had business at Citrus College and that he only came by occasionally.

Mr. Reel stated that, when notified of this issue, CTA authorized an investigation into the residency of Dr. Woods. Other speakers described some of the results of that investigation and provided the address of a website, FireGaryWoods.com, which documents the results of their investigation in greater detail. Mr. Fincher urged the Board to retain legal counsel and, at the next meeting in April, vote to vacate Dr. Woods' seat and begin the process to appoint a successor.

At the April 2, 2013, regular Board of Trustees meeting, the Board voted unanimously to utilize District legal counsel to advise the Board regarding Dr. Woods' residency.

Fagen Friedman & Fulfroost was selected to provide advice regarding this matter. Legal counsel recommended that the Board form an ad hoc subcommittee to study the issue of Dr. Woods' residency. At the regular meeting on May 7, 2013, the Board formed an ad hoc subcommittee, consisting of Trustee Keith and Trustee Rasmussen, to consider the issue of residency of Trustee Gary L. Woods, gather facts and prepare a report to the Board of Trustees, which may include a recommendation for action. The ad hoc subcommittee's duration was limited, set to expire on July 30, 2013, and did not have continuing subject matter jurisdiction or a meeting schedule fixed by action of the Board. However, at the regular Board meeting on July 16, 2013, the Board extended the term of the ad hoc subcommittee until September 30, 2013.

The ad hoc advisory committee has prepared this report for consideration by the Board of Trustees.

## **II. Procedural History**

The ad hoc subcommittee met on May 15, 2013, to plan for the inquiry. The subcommittee assigned legal counsel to gather information from various sources, including but not limited to the Citrus College Faculty Association, publicly available records, Dr. Woods and any sources of information suggested by Dr. Woods.

On June 4, 2013, legal counsel met with John Fincher, CCFA President, to obtain documentation and information relevant to the residency issue collected by CCFA. Legal counsel also gathered publicly available records related to Dr. Woods' residency.

By letter to Board President, Susan Keith, dated July 15, 2013, George M. Yin, attorney from Dr. Woods, urged the College "to refrain from staging a 'kangaroo court' that threatens to damage the District's reputation. Mr. Woods and the District's residents deserve an orderly process that complies with California law." He further asserted that a quo warranto proceeding is the "proper vehicle for a board of trustees of a community college district to test whether one of its members was entitled to hold office on account of the member's residency status." He wrote:

Mr Woods strongly maintains that he has satisfied all relevant residency requirements to serve as a Board member for the District. Yet, if certain members of the Board insist on continuing to question his qualifications, we demand that the Board use the proper legal procedure, and allow the Attorney General's Office to decide whether or not to pursue a quo warranto proceeding. This process will allow the Attorney General to make an independent determination as to Mr. Woods' residency in the trustee area that he currently represents. To engage in other non-legally prescribed proceedings opens the District up to potential lawsuits and ridicule. The residents of the District deserve better.

By letter to George M. Yin, dated July 30, 2013, legal counsel for the District explained:

There have been no decisions made to take any action that might impact title to [Dr. Woods'] office. Rather, consistent with the Board's directives, the ad hoc committee is considering the issue of residency of Dr. Woods, gathering facts and will prepare a report to the Board of Trustees, which may include a recommendation for action.

Counsel further explained:

The ad hoc committee's inquiry is similar to inquiries made by other public agencies when considering residency issues. For example, in 95 Ops.Cal.Atty.Gen. 43 (2012), the Attorney General describes Arrowbear Park County Water District's use of legal counsel to conduct an investigation of residency status in response to complaints by members of the public and ratepayers that a board member was not a resident of the water district.

In the same letter of July 30, 2013, legal counsel requested information from Dr. Woods "that may support his claim of residency within the District and his trustee area." Specifically, legal counsel requested the following records:

- Major bills/statements, such as credit card and bank statements, showing the billing address;
- Personal tax records (federal and state) and statements from the Social Security Administration showing mailing address;
- Utility bills for the residences at 1212 Arno Drive, Sierra Madre and 450 N. Soldano #242, Azusa for the past 6 months, showing billing address and consumption;

- Invoices, packing lists or other evidence of delivery of purchases to both addresses;
- A list of residences owned or leased by Dr. Woods;
- Dr. Woods' telephone number(s);
- Registration for Dr. Woods' vehicle(s);
- Dr. Woods' driver's license;
- Dr. Woods' voting registration;
- Location of Dr. Woods' business office;
- Location of any post office box rented or used by Dr. Woods;
- Clubs, community groups or similar organization of which Dr. Woods is a member;
- Branch office where Dr. Woods conducts his banking;
- Location of Dr. Woods' primary care physician;
- Homeowner's exemption or renter's credit; and,
- Any other documents that Dr. Woods might consider helpful in resolving questions concerning his legal residence.

Additionally, legal counsel requested to meet with Mr. Yin and Dr. Woods to discuss the above-identified records and any other information that may shed light on this issue, preferably at Dr. Woods' residence at 450 N. Soldano in Azusa. District legal counsel proposed a meeting on August 6, 8 or 9, 2013.

Having received no response, District legal counsel called Mr. Yin on August 5<sup>th</sup>. Mr. Yin stated that he was considering the letter of July 30<sup>th</sup>, that he would discuss the requests with his client, Dr. Woods, and then respond. As of the Board meeting on August 13, 2013, Mr. Yin had not responded. This was relayed to the Board of Trustees by legal counsel during the public meeting on August 13, 2013.

District legal counsel called Mr. Yin again on August 27, 2013. Mr. Yin stated that his client was gathering documents that will prove he resides in Azusa. Mr. Yin stated that he and his client wanted to meet with legal counsel for the District to provide such documentation and an explanation of residency issues. District legal counsel explained that there was a short time line for obtaining this input.

By email dated August 29, 2013, District legal counsel explained that the subcommittee desired to present a report at the Board meeting on September 10<sup>th</sup> and that the ad hoc subcommittee was meeting on Tuesday, September 3<sup>rd</sup>. Although receipt of Dr. Woods' input prior to that meeting

was preferable, District legal counsel explained that, as long as input was received by September 6th, it could be incorporated into the report. Legal counsel requested Mr. Yin's cooperation to schedule a date, time and location for the meeting at his earliest convenience and explained that District legal counsel could accept documentation at any time via overnight mail or scanned copies via email.

During the week of September 2, 2013, District legal counsel and Mr. Yin worked to schedule a meeting, which eventually was set for 10:30 a.m. on September 5, 2013, at Dr. Woods' apartment at 450 N. Soldano in Azusa. On September 4<sup>th</sup>, Mr. Yin informed District legal counsel that Dr. Woods was not available for that meeting, as he would be teaching at that time. However, Mr. Yin met with District legal counsel to provide documentation and open the apartment for observation.

### **III. Facts Gathered during Inquiry**

For purposes of voting and holding elected office, Dr. Woods lists an apartment in the Soldano Senior Village Apartments ("SSVA"), 450 N. Soldano Avenue, unit 242-F, in Azusa, CA 91702. The SSVA is a 55+, independent living apartment complex. There are one and two-bedroom units with rates starting from \$850/month for a one-bedroom unit and \$1100/month for a two-bedroom unit. The complex appears relatively well-maintained. Dr. Woods' apartment, 242F, is a one bedroom unit on the second floor. Although most units in the complex have patio furniture, barbeques and/or plants on their patios or decks, Dr. Woods' deck is empty.

According to the United States Census Bureau, the median value of owner-occupied housing units (2007-2011) in Azusa is \$359,300. The "per capita money income in the past 12 months" for residents of Azusa is \$19,119 (2011 dollars). The median household income is \$53,826. Just over 18% of residents live below the poverty line.

Gary Woods is the 1/3 owner of a residence located at 1212 Arno Drive in Sierra Madre, California. A title report shows that Dr. Woods purchased this property on or about April 15, 2011, with a co-owner, for \$1,140,000. The home is 3,223 square feet in size and sits on approximately 1/3 acre (13769 square feet).

The Arno Drive home is in a neighborhood with other custom homes. A prior listing on the Multiple Listing Service included photographs of the interior and exterior of the property, which reveal a modern, luxurious home, which sits on a hill and has impressive views of the surrounding area.

According to the United States Census Bureau, the median value of owner-occupied housing units (2007-2011) in Sierra Madre is \$770,500. The "per capita money income in the past 12 months" for residents of Sierra Madre is \$52,221 (2011 dollars). The median household income is \$84,487. 8.6% of residents live below the poverty line.

After concerns about Dr. Woods' residency arose, the California Teachers Association arranged for surveillance of Dr. Woods on February 19, 20, 21, 22, 26, 27, and 28<sup>th</sup>, March 1, 4, 5, and 7<sup>th</sup>, 2013. During surveillance, it appeared that Dr. Woods left the Arno Drive residence each morning, went to work and/or conducted other business/matters and returned each evening to the

Arno Drive residence. There was very little evidence of Dr. Woods' presence at the SSVA. A log and narrative of the surveillance are attached.

For example, on the morning of February 20, 2013, the investigator observed Dr. Woods' car parked at the Arno Drive residence at approximately 6:20 a.m. At approximately 7:45 a.m., he observed Dr. Woods pull into the staff parking lot at Pasadena City College and then walk towards campus. At approximately 8:40 a.m., the investigator visited 450 N. Soldano Avenue and observed a business card, which he had stuck in the doorjamb of unit 242-F the previous day, was still in place. (The business card remained in place for at least 3 days which suggests that the door was not opened during that time period.) The next morning, February 21, 2013, at 6:30 a.m., the investigator observed Dr. Woods' car in the driveway of the Arno Drive property, suggesting that he spent the night there, rather than in Azusa.

Similarly, on March 5, 2013, the investigator observed Dr. Woods' car in the driveway of the Arno Drive residence at approximately 6:39 a.m. At approximately 8:22 p.m., after the Citrus College Board meeting, Dr. Woods returned to the Arno Drive residence and parked his car in the driveway.

During the period of observation, it appears that Dr. Woods spent each night at the Sierra Madre home and made only sporadic visits to the N. Soldano apartment.

On June 29, 2013, a resident from a neighboring building in the SSVA provided the following information. The neighbor reported spending a lot of time sitting on his front patio, from which he has a clear view of Dr. Woods' apartment. When asked who rents apartment 242, he responded "Gary." He stated that he knew Gary was a lawyer. When asked how much time Gary spends at the apartment, the neighbor reported that he saw Gary at the complex most days, briefly checking on his apartment and getting his mail. When asked whether it appeared that Gary ever spent the night in the apartment, the neighbor reported that he did not believe so. When asked whether he had ever seen Gary throw a party or host visitors in the apartment, he responded "no." When asked whether he had ever seen Gary at the apartment during a holiday, he responded "no." When asked if Gary had any friends in the apartment complex, the neighbor reported that Gary has visited with the woman who lives across the hall from his unit, and that he may have attended a party or social event that she hosted. However, the neighbor reported that Gary did not spend a lot of time at the apartment.

On August 27, 2013, the Citrus College Faculty Association mailed an invitation to Dr. Woods to participate in a candidate's forum on September 4, 2013. District employees assert that the invitation was addressed to Dr. Woods at the 450 N. Soldano Avenue address and mailed via first class U.S. mail, according to standard practice at Citrus College. On September 4, 2013, Dr. Woods sent an email to Bruce Langford, CCFA President, stating:

Subject: Candidates forum

Bruce:

I talked with Melissa Masatani of the San Gabriel Tribune yesterday, and she notified me that there is a candidates forum Wednesday (today) at 2:30 p.m.

Since I did not receive notice of this either at my residence, or by e-mail, I was not able to make arrangements at work to have the time to attend the forum. As you are probably aware, I teach until 6:10 p.m. on Wednesday, and we are one week into the new semester. I am sure that you will understand that the students come first, so I cannot cancel classes since students are trying to register and get their credits to transfer. I have been on the Board for 32 years, an educator for 42 years and I believe that my positions are very well known.

I would appreciate it if you would read this statement to the audience at the forum.

Thank you

Dr. Woods

On September 5, 2013, District legal counsel met attorney George Yin at the N. Soldano apartment to receive requested documentation and observe the apartment. Unit 242F is a one bedroom unit, with a small living area and a kitchen/nook. It is furnished with a couch, an end table, a wall unit (containing books, photographs (possibly of family members) and a small tv/dvd player with cable box), a kitchen table with chairs, a bed and nightstands. There was a coffee machine and a blender in the kitchen. There was no clothes washer or dryer in the unit. The apartment has prints on the walls and other art displayed on shelves and tables. There were cleaning supplies in storage areas, food in the refrigerator, clothing and personal items in the bedroom. There is a telephone with a functioning answering machine.<sup>1</sup> The apartment was tidy and appeared well kept. In sum, the space could be lived in.

Legal counsel for the District asked Mr. Yin if Dr. Woods' claim of residency in Azusa was a highly technical, legal claim, or whether he claimed to live "day-to-day" at the N. Soldano apartment. Mr. Yin claimed that Dr. Woods does live at the N. Soldano apartment "day-to-day" and that it is his "home base." Mr. Yin asserted, however, that Dr. Woods owns other property. He does spend time at the Arno Drive property and perform some maintenance there. Mr. Yin further stated that Dr. Woods would have a right to sleep at the Sierra Madre home at times without losing his domicile in Azusa.

District legal counsel also spoke with Pearl Ciminski, manager of the SSVA. She reported seeing Dr. Woods regularly picking up his mail "at the end of the day." She also reported meeting his girlfriend at the complex once, possibly last summer. She described Dr. Woods as a "nice, quiet person" who minds his own business. When asked if he socialized with others in the complex, she responded "nobody socializes." When asked if she has ever seen him at the SSVA during a holiday or special occasion, she reported that she leaves the area during such times, and would not have seen him.

On September 5-7, 2013, a limited surveillance was performed by a licensed private investigator. The investigator observed Dr. Woods leave the Arno Drive residence early on September 5<sup>th</sup> and return to that home at approximately 10 p.m. that night. He was not observed leaving the

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<sup>1</sup> An incoming telephone call was answered automatically during the meeting.



residence between approximately 6 a.m. and 8:30 a.m. on September 6<sup>th</sup>, but he was observed returning to the residence shortly before 11 p.m. that night. The next morning, September 7<sup>th</sup>, Dr. Woods left the residence at approximately 6:45 a.m. At some point Dr. Woods returned to the Arno Drive home, and left again at around 8:30 p.m. Dr. Woods returned to the Arno Drive home at approximately 10:30 p.m. that night. Each night, Dr. Woods parked his car inside the garage.

Dr. Woods is an accounting and law professor at Pasadena City College. According to the Official Academic Salary Schedule for Contract Monthly Faculty, posted online, given his advanced degree and years of service, Dr. Woods would earn at least \$10,420.58 per work month for full time service. Dr. Woods is also a licensed attorney. His business address, listed with the California Bar Association, is 740 North Lake Avenue, Pasadena, CA 91104.

Gary Lewis Woods is listed as a licensed owner of thoroughbred race horses with the California Horse Racing Board (license no. 301943) through December 2014. Mr. Yin stated that he believed Dr. Woods may not currently own a racehorse.

Dr. Woods' biography states that he is a longtime member of the Tournament of Roses and served as a member of Goodwill Industries' governing board. Dr. Woods is also the former president of the San Gabriel Valley Chapter of IFA, an international organization composed of law and business leaders who support law and drug enforcement agencies in the community.

In response to questions from a reporter from the San Gabriel Valley Tribune, Dr. Woods reportedly stated that he met "all the requirements for domicile" in Azusa. It was further reported that he stated: "I get mail (in Azusa), I have a telephone and I get calls there, I vote there, my driver's license is there, I voted in the most recent election . . . I think I've voted in every election." In response to questions about the surveillance, Dr. Woods explained: "I'm a close friend of the family and at the time that (surveillance) happened, the mother was dying and they asked me to give them support." He reportedly claimed to own other properties, which he described as "investment properties."

On August 28, 2013, the Claremont Courier published an article about Dr. Woods' residency issue. He reportedly denied allegations that he resides in Sierra Madre, stating: "I've been a resident there for 32 years. I've been a registered voter there for 32 years . . . I've always gotten everything at my address in Azusa. All my documents go there: my driver's license, bank statements, taxes, utility bills—no different than anyone who lives in a domicile."<sup>2</sup>

The table below lists the documents provided by Mr. Yin in response to District legal counsel's requests.

Documents Requested	Documents Provided
Major bills/statements, such as credit card and bank statements, showing the billing address	No documents provided.

<sup>2</sup> Dr. Woods' references to "there" are apparently references to Azusa.

<p>Personal tax records (federal and state) and statements from the Social Security Administration showing mailing address</p>	<p>Tax Return, 2012 Form 1040, shows address as 450 N. Soldano Ave, 242F, Azusa, CA 91702</p> <p>No itemized deduction for mortgage interest claimed</p> <p>Tax Return, 2012 Form 540-V, shows address as 450 N. Soldano Ave 242F, Azusa, CA 91702</p> <p>Tax preparer (CPA) located in Pasadena</p>
<p>Utility bills for the residences at 1212 Arno Drive, Sierra Madre and 450 N. Soldano #242, Azusa for the past 6 months, showing billing address and consumption</p>	<p>No utility bills provided for 1212 Arno Drive residence.</p> <p>Azusa Light &amp; Water "Detail History" reports for Gary Woods, 450 N. Soldano Ave, Apt 242F for 2013</p> <p>February electric usage: 196      bill: \$28.08</p> <p>March electric usage:    120      bill: \$18.32</p> <p>April electric usage:        37      bill: \$5.83</p> <p>May electric usage:         51      bill: \$7.84</p> <p>June electric usage:        41      bill: \$6.41</p> <p>July electric usage:         59      bill: \$8.95</p> <p>August electric usage:    137      bill: \$20.10</p> <p>Verizon Telephone bills for Gary Woods, 450 N. Soldano Ave Apt. 242 for 2013</p> <p>April      10 calls</p> <p>May        9 calls</p> <p>June       11 calls</p> <p>July No usage information</p> <p>August    11 calls</p> <p>September 12 calls</p>

Invoices, packing lists or other evidence of delivery of purchases to both addresses	Sales Order from Azusa Sales, showing purchase of refrigerator by Gary Woods on June 20, 2013, for delivery to 450 N. Soldano #242, Azusa, CA 91702. <sup>3</sup>
A list of residences owned or leased by Dr. Woods	<p>Tenancy Agreement with Soldano Senior Village for 450 N. Soldano Avenue, Unit # 242 commencing 8/24/09, along with numerous rent statements showing monthly rent and parking in the amount of \$850 and \$10, respectively</p> <p>Executor's Deed, evidencing transfer to Gary L. Woods and Gerald R. Woods, as joint tenants, of property located at 3912 Blanche Street, Pasadena, CA, in April 1973.</p> <p>Grant Deed, evidencing transfer to Gary L. Woods of property located at 740 N. Lake Ave., Pasadena, CA 91104</p> <p>Quitclaim Deed, evidencing transfer to Gary L. Woods and Judy M. Chin, Trustee, as joint tenants with right of survivorship, of a condominium located at 848 Huntington Drive, Unit 2, Arcadia, CA 91007</p> <p>Grant Deed evidencing transfer to Gary Woods and Guo Ping Wu, as 1/3 owner and 2/3 owner, respectively, of property located at 1212 Arno Drive, Sierra Madre, CA 91024.</p>
Dr. Woods' telephone number(s)	Verizon statements indicate that telephone at 450 N. Soldano address is 626-812-9098
Registration for Dr. Woods' vehicle(s)	California vehicle registration card, effective from 7/8/2013 to 7/8/2014 for 2009 Lexus, license number 6JJZ318, lists address as 450 N. Soldano Ave 242F, Azusa, CA 91702

<sup>3</sup> The Sales Order does not have the box checked to "take" an existing refrigerator from the apartment.

Dr. Woods' driver's license	<p>Current California Driver License for Dr. Woods lists address as 740 N. Lake Ave, Pasadena, CA 91104.</p> <p>March 21, 2013, California DMV Notice of Change of Address form, listing as the "new or correct residence address," 450 N. Soldano Ave, 242F, Azusa, CA 91702</p>
Dr. Woods' voting registration	Records from Los Angeles County Registrar-Recorder/County Clerk show Dr. Woods changed his voter registration on or about October 5, 2009, from 1151 W. Arrow Hwy, Azusa, CA 91702 to 450 N. Soldano Ave, 242F, Azusa, CA 91702
Location of Dr. Woods' business office	<p>No separate documentation provided, however, Mr. Yin represented that Dr. Woods' law office is located at 740 N. Lake Ave., Pasadena, CA 91104. This was confirmed on the California Bar Association website.</p> <p>Pasadena City College is located at 1570 E. Colorado Blvd., Pasadena, CA 91106</p>
Location of any post office box rented or used by Dr. Woods	No documents provided
Clubs, community groups or similar organization of which Dr. Woods is a member	<p>2013-14 Member Card for Elks USA, Lodge 2025 in Arcadia, CA.</p> <p>Member identification card for Pasadena Tournament of Roses, Pasadena, CA. The card shows membership since 1983.</p>
Branch office where Dr. Woods conducts his banking	<p>Several months' checking and savings account statements for Gary Lewis Woods from East West Bank, 301 West Valley Blvd, San Gabriel CA 91776, and,</p> <p>Several months checking and savings account statements for Gary L. Woods, Woods Stable Investments, from Amalgamated Bank, 275 Seventh Avenue, New York, NY 10001</p> <p>The address on each account is 450 N.</p>

	Soldano Avenue #242F, Azusa, CA 91702
Location of Dr. Woods' primary care physician	No documents provided
Homeowner's exemption or renter's credit	No documents provided. <sup>4</sup>
Any other documents that Dr. Woods might consider helpful in resolving questions concerning his legal residence	June 30, 2012 Annual Member Statement from the Public Employees' Retirement System, shows N. Soldano Ave address  Summons for Jury Service, dated January 6, 2012, shows N. Soldano Ave address  Letter from Citrus College Foundation, dated May 2, 2013, thanking Dr. Woods' for a donation to the "College of Completion", shows N. Soldano Ave address

#### **IV. Relevant Law and Board Policy**

##### **A. Qualifications for Office/Trustee Areas**

Any California citizen, who is 18 years of age or older, a registered voter, and who is not disqualified from holding a civil office by law or the California Constitution, is eligible to be a community college district governing board member. (Cal. Educ. Code §72103.)

Consistent with Education Code section 5019, Board members are elected by trustee area. Board Policy 2010 states, in pertinent part:

The Board shall consist of five members elected by the qualified voters of the District. Members shall be elected by trustee area as defined in BP 2100 titled Board Elections.

Board Policy 2100 states, in pertinent part:

The Board of Trustees has provided for the election of trustees by trustee areas. The trustee areas include:

- Trustee Area 1 Azusa and portions of Duarte Representative
- Trustee Area 2 Claremont and portions of Pomona and La Verne Representative
- Trustee Area 3 Duarte and portions of Azusa, Monrovia, Arcadia, Covina and Irwindale Representative

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<sup>4</sup> Real estate records indicate Dr. Woods does not claim a homeowner's exemption for the 1212 Arno Drive property. Further, Dr. Woods almost certainly would not qualify for the "renter's credit" under California income tax law based on income. To qualify adjusted gross income must be \$35,659 or less for persons filing single.

Trustee Area 4 Glendora and portions of San Dimas Representative  
Trustee Area 5 Monrovia/Bradbury and portions of Duarte Representative  
A District Trustee Area Map with the individual Trustee Area Maps are available in the  
Superintendent/President's Office.

Residency within the geographic boundaries of a community college district trustee area is a qualification or condition of eligibility for election to the governing board of that district. (Cal. Educ. Code §72022; also see 83 Ops.Cal.Atty.Gen 181 (2000).) A candidate for election must be a resident at the time of the election and, if elected, the trustee must remain a resident in the district (and his trustee area) for the entire term of his or her office. (86 Ops.Cal.Atty.Gen. 194 (2003); 58 Ops.Cal.Atty.Gen 888 (1975).)

Education Code section 5090 indicates that vacancies on community college and school district governing boards are caused by any of the events enumerated in section 1770 of the Government Code. These events include, among other things, an incumbent ceasing to be an "inhabitant" of the district, county, or city for which local residence is required by law. (Govt. Code § 1770(e); 58 Ops.Cal.Atty.Gen 888 (1975).) Thus, a vacancy occurs if: (1) the law requires local residence for the office, and (2) the officer ceases to be an inhabitant of the area for which local residency is required.

As indicated above, the primary issue in this subject area relative to an incumbent trustee is whether a vacancy on a board arises by reason of failure to comply with the residency requirement. This question hinges on the meaning of "residency" for the purposes of Education Code section 72022 and "inhabitant" for the purposes of Government Code section 1770, neither of which are defined in either statute.

## **B. Meaning of Residency/Domicile**

Government Code section 244 provides:

In determining the place of residence the following rules shall be observed:

- (a) It is the place where one remains when not called elsewhere for labor or other special or temporary purpose, and to which he or she returns in seasons of repose.
- (b) There can only be one residence.
- (c) A residence cannot be lost until another one is gained....

Many California Attorney General opinions have found that, generally, the terms "inhabitant" and "resident" for the purposes of these statutes mean "domicile." A person may have only one domicile, which has been interpreted further to be "any factual place of abode of some permanence, more than a mere temporary sojourn." (73 Ops.Cal.Atty.Gen. 427 (1990) quoting *Smith v. Smith* (1955) 45 Cal.2d 235, 239; 75 Ops.Cal.Atty.Gen. 26 (1991).) Mere residence, on the other hand, is where a person's habitation is fixed for some period of time, but where he or she does not have the intention of remaining. (73 Ops.Cal.Atty.Gen 197 (1990); *cf.* Elec. Code § 200, subd. (c).) Thus, the question is not whether a trustee is merely residing within the territory of the district, but whether he or she is domiciled there. (73 Ops.Cal.Atty.Gen 197 (1990).)

More specifically, domicile is “the place where a person’s habitation is fixed, at which the person intends to remain, and to which a person intends to return whenever absent. Thus, domicile requires both the act of residence and the element of intent.” (*Id.*; see also 73 Ops.Cal.Atty.Gen. 197, 208-211 (1990).)

A test commonly used for making this determination has been described as follows,

Many factors enter into this equation, including where an individual is registered to vote and his or her address for mail (*Ballf v. Public Welfare Department* (1957) 151 Cal.App.2d 784, 788-89), where his or her tax returns are filed (*Johnson v. Johnson* (1966) 245 Cal.App.2d 40, 44), where an automobile is registered (8 Ops.Cal.Atty.Gen. 221 (1946)), and where a homeowner’s exemption or renter’s credit is taken (Cal. Elec. Code, § 211; *Fenton v. Board of Directors of the Groveland Community Services District*, (1984) 156 Cal.App.3d 1107, 1112.)

The critical element is one of intent, and while declarations of the individual in this regard are important, such declarations are not determinative. The acts of the individual must be examined as well. (*Mauro v. Department of Mental Hygiene* (1962) 207 Cal.App.2d 381, 389.)

(73 Ops.Cal.Atty.Gen. 427 (1990).)

## **V. Analysis**

### **A. Facts Suggesting Domicile in Azusa**

Dr. Woods satisfies several of the objective, technical tests for establishing domicile in Azusa. His tax records, utility bills, vehicle registration and voting registration all reflect the 450 N. Soldano Avenue address. Additionally, his PERS statement, summons for jury service and correspondence from Citrus College were also sent that that address.

Further, it is clear that Dr. Woods could live at the Azusa apartment. It is a fully furnished and functional apartment. Further, he has been observed there, at a minimum, checking his mail and visiting his apartment.

Dr. Woods did not claim a mortgage interest deduction for the interest paid on the loan for the Arno Drive residence.

Perhaps most important, Dr. Woods clearly expresses an intent to reside in Azusa.

### **B. Facts Suggesting Domicile in Sierra Madre**

Dr. Woods seems more "connected" to the Sierra Madre/Pasadena community. He owns several properties there, but none in Azusa. Dr. Woods' employment, both as a community college faculty member and as an attorney, are in Pasadena. Dr. Woods does his local banking in San

Gabriel, which is much more conveniently located to Pasadena and Sierra Madre than to Azusa. Dr. Woods' drivers license reflects a Pasadena address and he filed a Notice of Change of Address form only after his residency became a public issue.

Dr. Woods is a member of community organizations in Pasadena and Arcadia. He provided no documentation of community activity in Azusa.

Dr. Woods' electric utility usage in the Azusa apartment is extremely low, and he receives very few telephone calls there (and those received could be handled automatically by the answering machine). This suggests that he does not spend a substantial amount of time there.

Most significant, when Dr. Woods has been observed in "day to day" life in February, March and September 2013, he appears to live at 1212 Arno Drive in Sierra Madre. He leaves there in the morning and returns there each evening, while he appears only to visit his Azusa apartment.<sup>5</sup> No evidence has been presented that Dr. Woods remains in Azusa "when not called elsewhere for labor or other special or temporary purpose" or that he "returns in seasons of repose," such as holidays or special occasions.

### **C. Discussion**

The case law cited above holds that the critical element is one of intent, and while declarations of the individual in this regard are important, such declarations are not determinative. The acts of the individual must be examined as well. Residence is the place where one remains when not called elsewhere for labor or other special or temporary purpose, and to which he or she returns in seasons of repose. Domicile requires both the act of residence and the element of intent.

The Attorney General has been asked to grant leave to sue in quo warranto in many cases involving "dual residency." These are situations in which public officials claim residency within the jurisdictional boundaries of their public agency, while also residing outside of said jurisdiction.

Although reasonable minds could, and likely will, disagree, the evidence suggests that Dr. Woods has never resided at the N. Soldano apartment. He visits the apartment to collect his mail and inspect his apartment. However, aside from Dr. Woods' own representations, the evidence does not show that he spends the night there, or that he remains there when not called elsewhere for labor and other special or temporary purpose. He does not appear to return to the N. Soldano apartment in "seasons of repose," such as holidays or weekends. He does not receive visitors or entertain there. Our inquiry has revealed no direct associations with the Azusa area, while he is connected through work at Pasadena City College and his law practice, and the Tournament of Roses, with the Pasadena area, which is contiguous to his home in Sierra Madre.

Members of the subcommittee have considered this issue in practical terms as well. Dr. Woods' claim that the one-bedroom, \$850/mo. N. Soldano apartment is his domicile is hard to believe,

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<sup>5</sup> The fact that Dr. Woods did not receive the invitation to the CCFA candidates' forum suggests that Dr. Woods may visit the Azusa apartment and collect his mail there inconsistently or sporadically.



given his socio-economic status, his connections to the Pasadena/Sierra Madre community and that he has been so often observed living day to day in the million dollar, custom home that he co-owns in Sierra Madre.

Further, if the subcommittee members were required to "prove" their residence in their own trustee areas, they both expect that they could identify scores of people who could verify that they live where they say they live, who regularly see them at their homes, who have socialized with them there for many years, who have seen them there "in seasons of repose" such as weekends, holiday and special occasions, and that they do not merely visit the property to collect mail and inspect the premises.

## **VI. Board of Trustees Options**

### **A. Declaring a Vacancy**

Usually, a Board member who becomes domiciled outside the District would resign. That resignation creates a vacancy, which can be filled. Even in the absence of a resignation, courts have found that if an appointing power determines that a member no longer fulfills the residency requirement and, thus, is ineligible for board membership, the appointing power may consider the position vacant and select an appointee to serve the remainder of the unexpired term. (*Klose v. Superior Court* (1950) 96 Cal.App.2d, 913.) In *Klose*, the Court held that,

Where an appointing power considers a vacancy in office to exist, it may appoint a successor, without proceedings to declare the vacancy to exist, and that when it does so appoint[,], the official succeeded may by quo warranto question whether there was any vacancy.<sup>6</sup>

(*Klose, supra*, 96 Cal.App.2d at 917-918, referring to *People v. Brite* (1880) 55 Cal. 79, 80 [finding that when the public officer ceased to be an inhabitant of the district, he ceased to be eligible for office and a vacancy occurred]; see also *People v. Flemming* (1893) 100 Cal. 537, 541; 73 Ops.Cal.Atty.Gen 197 (1990).)

Thus, in appropriate cases, a board of trustees may determine that the residency requirement has been violated and may proceed with appointing a successor. A board's appointment of a successor will in effect serve as confirmation of the board's determination that sufficient facts exist to have caused the vacancy. (73 Ops.Cal.Atty.Gen 197 (1990).)

Although a board of trustees may make the determination that a vacancy exists, if the board fills the vacancy:

The incumbent...may still question and contest the allegations of that fact, either before or after the installation of the appointee, before such installation, if he refuse[s] to vacate the office, in an action by the people to oust him; or, after such

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<sup>6</sup> "Quo warranto" is an action brought before the Attorney General seeking approval to proceed with a court action, usually to remove someone from public office or determine whether an office has been vacated. Quo warranto actions will be further described below.

installation, in an action . . . . Thus he may always have his day in court before it can be conclusively adjudged against him that the office was vacant at the time the appointment was made.

(*Klose, supra*, 96 Cal.App.2d at 918, quoting *Flemming, supra*, 100 Cal. at 541.)

After consultation with legal counsel, a review of the facts and a discussion of relevant legal standards, the subcommittee believes that there is insufficient evidence to conclude at this time, with the degree of certainty necessary to vacate his seat and appoint a successor, that Dr. Woods is not a resident of the District.

## **B. Quo Warranto Action**

As an alternative to declaring a vacancy and appointing a successor based on a finding that a board member is not eligible for office on residency grounds, any individual or the Board of Trustees itself may request that the Attorney General grant leave to sue “in quo warranto.” Quo warranto actions are filed in accordance with section 803 of the Code of Civil Procedure, which states:

An action may be brought by the attorney-general, in the name of the people of this state... upon a complaint of a private party, against any person who usurps, intrudes into, or unlawfully holds or exercises any public office...within this state. And the attorney-general must bring the action, whenever he has reason to believe that any such office ... has been usurped, intruded into, or unlawfully held or exercised by any person...

Title 11, section 1 of the California Code of Regulations, as authorized by section 803 cited above, further states that,

Any person desiring “leave to sue” in the name of the people of the State of California under any law requiring the prior permission therefor of the Attorney General...shall serve his application...upon the proposed defendant, and within five days after such service shall file the same with the Attorney General.

The Attorney General essentially serves as a gatekeeper, and makes a determination whether the complaining party should have a right to sue in court to remove the public officer. As a general rule, the Attorney General views the existence of a "substantial question or fact or law" as presenting a sufficient "public purpose" to warrant the granting of leave to sue. Leave will be denied only in the presence of other overriding considerations. (81 Ops.Cal.Atty.Gen 94, 98 (1998).)

As stated above, the subcommittee believes that a substantial question of law or fact does exist regarding Dr. Woods' residency. According to Dr. Woods' own attorney, "if certain members of the Board insist on continuing to question his qualifications, we demand that the Board use the proper legal procedure, and allow the Attorney General's Office to decide whether or not to pursue a quo warranto proceeding." As noted above, to obtain leave to sue in quo warranto, a petitioner need not "prove" that a public official is not a resident, but needs to establish a

substantial question of law or fact. The subcommittee believes that a substantial question of law or fact does exist and, for that reason and consistent with Dr. Woods' demands, believes that a request for leave to sue in quo warranto is appropriate. The Attorney General will then make an independent determination if a substantial question of fact or law exists and whether a legal action challenging his residency would serve a public purpose.

## **VII. Recommendation**

For the reasons set forth above, the ad hoc subcommittee recommends that the Board of Trustees authorize legal counsel to file, with the Attorney General, a request for leave to sue in quo warranto on the issue of Dr. Woods' eligibility to serve on the District Board of Trustees based on his residency.



Appendix to  
Report of Ad Hoc Board Subcommittee:  
Residency of Dr. Gary L. Woods

**TABLE OF CONTENTS**  
**for**  
**Appendix to**  
**Report of Ad Hoc Board Subcommittee:**  
**Residency of Dr. Gary L. Woods**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
1.	Board meeting comments dated March 19, 2013.
2.	Correspondence from Stephen Cervantes to Robin.
3.	Correspondence from George Yin to Susan Keith dated July 15, 2013.
4.	Correspondence from Chris Keeler to George Yin dated July 30, 2013.
5.	Email from George Yin to Chris Keeler dated August 30, 2013.
6.	Voter registration records.
7.	Soldano Senior Village webpage.
8.	U.S. Census Bureau Quick Facts regarding Azusa.
9.	Title Information from Lawyers Title Insurance Corporation regarding 1212 Arno Drive, Sierra Madre, CA 91024.
10.	Photographs.
11.	U.S. Census Bureau Quick Facts regarding Sierra Madre.
12.	Summary of Investigation with Exhibits A-Z.
13.	Email from Bruce Langford to Chris Keeler dated September 5, 2013 and email from John Fincher to Chris Keeler dated September 4, 2013.
14.	Investigation report from Hector Cardenas, PI to Chris Keeler dated September 8, 2013.
15.	Pasadena City College Salary Schedule.
16.	State Bar of California Attorney search.
17.	California Horse Racing Board License information.

18.	Citrus College Biography of Dr. Gary Woods.
19.	Article by Sarah Torribio from the Claremont Courier dated August 28, 2013.
20.	2012 Payment Voucher for 540 returns.
21.	Utility bills.
22.	Azusa Sales Order.
23.	Tenancy Agreement between Soldano Senior Village and Gary Woods dated August 24, 2009.
24.	Executor's Deed dated April 23, 1973.
25.	Grant Deed dated October 9, 1984.
26.	Quitclaim Deed dated February 1, 2012.
27.	Grant Deed dated February 8, 2011.
28.	DMV Registration and Vehicle Renewal Notice.
29.	California Driver's License and Notice of Charge of Address.
30.	Elks 2013-2014 Member card and Pasadena Tournament of Roses Member card.
31.	Bank Statements.
32.	California Public Employee's Retirement System - 2012 Annual Member Statement.
33.	Correspondence from George Yin to Chris Keeler dated September 5, 2013.

# EXHIBIT 1

## Comments – Ron Reel 3.19.2013 Citrus College BOT

Madam President of the Board, members of the Board, Administrators, Guests, I am Dr. Ron Norton Reel and I am the President of the Community College Association here in California. We are an affiliate of the California Teachers Association and represent community college faculty throughout the state, including Citrus College full time faculty. It is good to be back before you and on the campus of Citrus College. Unfortunately, this time my appearance is under completely different circumstances.

On January 29<sup>th</sup> of this year, our CTA office in Santa Fe Springs received a letter from a member in the community. This person lives approximately 6 miles from here in Covina. I would like to share a portion of the letter with you.

“My name is Stephen Cervantes. This letter is about Gary Woods who is on your Board of Trustees.

From 1983 to 1991 I was employed by the United States Postal Service as a letter carrier. I worked at the Azusa Post Office. For most of the time I delivered mail uneventfully. There was, however, one place I will never forget.

There is an apartment complex at 385 N Rockvale Avenue. As I delivered the mail to the complex, I would load it into what is called a ‘gang box’; each apartment had its own individual mailbox. One of those boxes had a very peculiar habit of filling up for many weeks at a time, as if nobody lived there. Then it would suddenly be emptied. Then it would fill up again, then after several more weeks would be emptied. This pattern continued for several years. One day I happened to talk to the manager of the complex when I was loading the mail. I asked her about apartment 42, which received mail in the



name of Gary Woods. She said that he worked at Citrus College and used the apartment when he would work late and didn't want to drive home. She said that he had business at Citrus College and that he only came by occasionally.

It turns out Gary Woods was an elected official for Azusa. I thought you had to live in the city you represented. That is true, isn't it? How can somebody living outside the area represent Azusa?" ...and the letter continues on.

Ladies and Gentlemen of the Board this letter raises an extraordinary issue. A Board member, who is supposed to reside in and represent a community, apparently doesn't. When faced with this issue, what should happen next?

The California Teachers Association's main office in Burlingame, when notified of this issue, stepped forward and started its own investigation. It retained legal counsel and a private investigation firm. Tonight we are going to reveal what this investigation has uncovered and what you, as a Board, should do going forward.

I am limited in the amount of time to speak before you. My colleague and Vice President of CCA, Ms. Lynette Nyaggah will explain to you what happened next. After you review the evidence that is being presented, and the potential remedies to cure this situation, I am sure that the remaining eligible members of the Board will know how to proceed.

Thank you for your time, I look forward to hearing how you intend to fix this situation.

Comments – Lynette Nyaggah 3.19.2013 Citrus College BOT

Madam President of the Board, members of the Board, Administrators, Guests, I am Lynette Nyaggah and I am the Vice President of the Community College Association here in California. As Ron told you, we are the CTA affiliate for our community college faculty throughout the state.

I teach linguistics nearby at Rio Hondo College. Being somewhat close and knowing a few faculty members here at Citrus, I have heard rumors of this situation for many, many years. When I was informed that CTA was taking an interest in finding out what is really going on, I was personally very curious as to what would be discovered. Mr. Woods currently lists his address as the Soldano Senior village Apartments, just a few blocks west of our current location. Does he really live at 450 N. Soldano in Azusa, in a senior citizen, one bedroom apartment where, according to the law, he should be residing? Or does he live somewhere else? Tonight we will all find out.

The first item that we found out, and it is a biggie, is that Mr. Woods purchased a \$1.14 million dollar home high in the hills above Sierra Madre in April of 2011. This residence, according to a real estate online search, has 4 bedrooms, 3 and a half baths, and spreads out over 3200 square feet. Not only does it have views of the entire San Gabriel Valley, it also has an office, an atrium entranceway and includes an 800 gallon saltwater aquarium. Not too shabby. BUT it is NOT in Azusa.

Mr. Woods also owns various other real estate properties including another residence and an office building at 740 North Lake Avenue. Both of these properties are

in Pasadena. Total it all up and we believe he has a financial interest in several million dollars worth of real estate holdings. But NONE of them are in Azusa.

The second item we have discovered is that that he is a member of the Pasadena Tournament of Roses. That's great for someone spending time - in Pasadena.

The third item we found out is that he has owned several thoroughbred racehorses and maintains a private box at Santa Anita.

Ladies and gentlemen that are here tonight please think about this for a moment: to buy, sell, enjoy and maintain a risky investment - such as racehorses - is not a cheap enterprise. To own a million dollar residence is not a cheap enterprise. To own, operate and maintain an office building is not a cheap enterprise. All of this takes money, and there is absolutely nothing wrong with that. The United States is proud of its ability to enable people to achieve financial success. I applaud anyone, especially my students who have gone on to achieve personal and professional satisfaction. BUT I do not applaud, nor should we condone people who use their financial resources to manipulate and deceive the population into believing something that is not true.

In this case Gary Woods has done exactly that. He has deceived the population that lives in Azusa. He ran for office in the mid 1980's claiming to live in Azusa. As we found out earlier with the letter, that was not true then - nor is it true today. Some of you in attendance are probably thinking; how do we know he does not reside in Azusa? Couldn't he go to that senior citizen one-bedroom apartment every night? Maybe he sleeps there?

Yes he could - but he doesn't. To explain how we know he doesn't reside in Azusa, I would like to ask my colleague on the CCA executive Board, Mr. Dewayne Sheaffer to come up and explain just how we know....

## Comments of Dewayne Sheaffer Citrus College BOT 3.19.2013

Madam President of the Board, members of the Board, Administrators, Guests, I am Dewayne Sheaffer and I am the Secretary of the Community College Association, an affiliate of CTA I am a counselor at Long Beach City College.

California law is pretty clear when it comes to eligibility for a Board of Trustee position. If you look at California Education Code Section 72036:

.... A candidate for election as a member of the governing board shall reside in, and be registered to vote in, the trustee area he or she seeks to represent.

That sounds reasonable; everyone can probably agree that is a good idea. But what if a candidate for trustee has more than one place to go too? What if they simply maintain a separate residence somewhere in the district? Is that sufficient to be eligible? In order to find guidance on this question we can look to California Elections Code Section 349 :

"Residence" for voting purposes means a person's **domicile**.

The **domicile** of a person is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning.

At a given time, a person may have only **one domicile**.

The residence of a person is that place in which the person's habitation is

fixed for some period of time, but wherein he or she does not have the intention of remaining. At a given time, a person may have more than one residence.

In other words, you can have multiple residences, but you can only have one -- **and only one – domicile**. In this case, how do we determine Mr. Woods domicile? Which location does he sleep in? Which location does he return to? Where is his home? Where is his domicile?

At the end of January a surveillance of the 1212 Arno Drive residence in Sierra Madre began. The operation concluded during the first week in March. Almost 150 photographs were taken. Numerous videos were taken. Before I get into the details I would like to mention that none of the pictures are exciting; there is very little in the way of action, most of it is boring. But it does tell where his domicile is.

On a typical day Mr. Woods parks his Black Lexus G350 license 6JJZ318 outside in the driveway. Each morning he leaves the residence at approximately 6:50 AM. He drives down Santa Anita Avenue to Arcadia. He visits someone at a condominium briefly - then heads to Pasadena City College. In the evening he returns to the Sierra Madre address, backs the car into the driveway, then goes in the house for the evening. This is the daily routine. No attempt to drive to Azusa was witnessed.

All of the evidence you have heard about tonight is available for all to view online at the following website: [FireGaryWoods.com](http://FireGaryWoods.com). You can look at everything from the postman's letter, to real estate documents to pictures and videos. You can make your own determination.

In order to provide you with a pathway out of this problem, I would like to yield to my colleague on the Board of Directors of CCA, John Fincher.

### **Comments of John Fincher Citrus College BOT 3.19.2013**

Madam President, members of the Board, Dr. Perri, friends and guests. I am John Fincher, President of the Citrus College Faculty Association. Before I get to my comments I would like to thank a few, very important people:

First of all, I would like to thank Dr. Ron Norton Reel, President of CCA for flying down from Sacramento and speaking before you tonight. Just two weeks ago Ron had major surgery and we are all glad to see him up and about again. I know he was disappointed he couldn't run the Los Angeles Marathon this past Sunday. I am sure he will next year.

Secondly, Ms. Lynette Nyaggah, Vice President of CCA lost her father just last week, I am very appreciative of her taking the time to come here tonight during this particularly emotional and stressful situation. Thanks, Lynette.

Mr. Dewayne Shaeffer, Secretary of CCA come up from Long Beach City College, an institution that has been rolled by financial setbacks resulting in the layoff of numerous faculty there. Thanks for taking the time and coming up, Dewayne.

Ms. Emma Leheney, Head of CTA's legal division at the CTA headquarters up in Burlingame who personally was involved. She approved and authorized this inquiry.

Mr. Glenn Rothner, Partner at the Pasadena law firm of Rothner, Seagall and Greenstone, Ms. Barbara Dalton, an attorney and founder of Los Angeles based Public Interest Investigations, and all of the sub-contractors involved in the collection and dissemination of this evidence.

Mr. Steve Cervantes, the former U.S. Postman. His letter independently validated what many people on this campus have long thought was occurring.



Finally, but certainly not least, to our CCFA Executive Board who gave unanimous consent to proceed with the process on this very important issue.

How should you, the Board, proceed with this evidence? First of all, you should retain legal counsel. In our research, our legal counsel suggests that you could vote to VACATE the Azusa Board position due to lack of legal domiciled residency status. There are numerous cases throughout California in which various Boards, confronted with a similar situation, have done just that. For example: Several years ago, at the Grossmont School District, the Attorney General of the State of California ruled in Opinion No. 97-1008 that:

“Residence” for purposes of Education Code section 35107 means “domicile,” a place of physical presence coupled with an intention to make that place one's permanent home; a person may only have one domicile at any given time.”

“...an election residence requirement remains during the entire term of office as a continuing qualification for holding the office. Hence, if defendant failed at any time during her term of office to qualify as a resident of the District, her office became vacant upon such occurrence.”

The Attorney General concludes that “...both the public and the District have an interest in the integrity of public office and in the qualifications of their officials”.

Ladies and Gentlemen of the Board.. You have a couple of weeks before the next Board meeting. You have time to look at the evidence, and to retain counsel. At the next Board meeting in April there should be a vote to vacate the Azusa position and begin the process to appoint a successor. That successor should be a ‘domiciled’ resident of the City of Azusa.

Thank you for listening and I look forward to your response.

That concludes our remarks. On a side note: You have a big agenda tonight to go over. We don't wish to distract the work of the Board. Tonight's speakers will move from this room to the lobby of the CFI and we will hold a press briefing for any members of the media in attendance and any interested audience members.

Thanks again.

# EXHIBIT 2

Stephen Cervantes  
610 N. Garsden Avenue  
Covina, CA 91724  
(626) 915-1700

Robin :

My name is Stephen Cervantes. This letter is about Gary Woods who is on your Board of Trustees.

From 1983 to 1991 I was employed by the United States Postal Service as a letter carrier. I worked at the Azusa Post Office. For most of the time I delivered mail uneventfully. There was, however, one place I will never forget.

There is an apartment complex at 385 N Rockvale Avenue. As I delivered the mail to the complex, I would load it into what is called a 'gang box'; each apartment had its own individual mailbox. One of those boxes had a very peculiar habit of filling up for many weeks at a time, as if nobody lived there. Then it would suddenly be emptied. Then it would fill up again, then after several more weeks would be emptied. This pattern continued for several years. One day I happened to talk to the manager of the complex when I was loading the mail. I asked her about apartment 42 which received mail in the name of Gary Woods. She said that he worked at Citrus College and used the apartment when he would work late and didn't want to drive home. She said that he had business at Citrus College and that he only came by occasionally.

It turns out Gary Woods was an elected official for Azusa. I thought you had to live in the city you represented. That is true, isn't it? How can somebody living outside the area represent Azusa?

I heard that there might be some kind of investigation on this issue. I just wanted you to know what I remember from back in the 80's.

Sincerely,



Stephen Cervantes

RECEIVED  
JAN 29 2013  
Santa Fe Springs RRC

# EXHIBIT 3

**KAUFMAN LEGAL GROUP**  
A PROFESSIONAL CORPORATION

July 15, 2013

**VIA U.S. MAIL AND E-MAIL**

Ms. Susan M. Keith  
President, Board of Trustees  
Citrus Community College District  
1000 West Foothill Blvd.  
Glendora, CA 91741-1899

**Re: Trustee Gary L. Woods Residency Inquiry**  
**Our File No.: WOO6350.001**

Dear Ms. Keith:

As you know, on May 7, 2013, the Board of Trustees authorized (by a 3-2 vote) the formation of an ad-hoc committee of two Board members who were tasked with gathering facts in response to certain allegations regarding the residency status of Trustee Gary L. Woods. Our office has been retained to advise Mr. Woods with respect to any legal issues that may arise in connection with those proceedings.

At present, the extent of the ad-hoc committee's activities to date is unknown, although we are aware that the Board is contemplating an extension of time for the ad-hoc committee to act. Moreover, it is not known what sort of action, if any, the Board contemplates taking as a result of the ad-hoc committee's activities.

Given the lack of transparency and lack of any articulated legal framework for this process, we find it necessary to express our strong objections to the process, and to urge the District to refrain from staging a "kangaroo court" that threatens to damage the District's reputation. Mr. Woods and the District's residents deserve an orderly process that complies with California law.

The Board's duties and responsibilities are clearly prescribed by law. (*See* Cal. Educ. Code Section 70902(a); *see also* Board Policy ("BP") 2200 ("[t]he Board of Trustees governs on behalf of the citizens of the Citrus Community College District with the authority granted and duties defined in Education Code Section 70902.")) The clearest expression of the limits on these duties and responsibilities is provided in Education Code Section 70902, which states: "***a district board may not exercise its powers in a manner that is in conflict with, inconsistent with, or preempted by any law.***" (88 Ops. Cal. Atty. Gen. 46, 49 (2005)(emphasis added); Cal. Educ. Code § 70902(a).) In short, the Board must follow procedures set forth by the Legislature and courts of this state.

Ms. Susan M. Keith, President, Board of Trustees  
July 15, 2013  
Page 2

With regard to the ad-hoc committee's activities and any subsequent Board actions, the Board may not simply take extra-legal actions at its discretion; rather, it must follow the legally prescribed procedures for adjudicating the issue of Mr. Woods' residency or face the consequences of exceeding its authority. Courts and the California Attorney General's Office agree that the proceeding known as *quo warranto* is the only proper method for adjudicating a Board member's title to political office. (See e.g., *Visnich v. Sacramento County Bd. of Educ.* (1974) 37 Cal. App. 3d 684, 690 (“[T]itle to an elective office cannot be litigated by any other means than in quo warranto by the state . . .”).

Indeed, courts have held that “[t]he statutory proceeding in the nature of quo warranto generally affords the *exclusive remedy* as to matters coming within its scope.” (*Wilson v. City of San Bernardino* (1960) 186 Cal. App. 2d 603, 611 (emphasis added).) And, as the California Attorney General states: “[a]n action filed under the terms of this statute is known as a ‘quo warranto’ action, and is *the* proper legal means for testing title to public office.” (95 Ops. Cal. Atty. Gen. 43 (2012)(emphasis added); 87 Ops. Cal. Atty. Gen. 30 (2004).) This principle has been upheld by the California Supreme Court. (*San Ysidro Irrigation District v. Superior Court v. City of San Diego*, 56 Cal. 2d 708, 714-715.) As a consequence, the Board has no authority to undertake any other proceeding to determine Mr. Woods' entitlement to office.

The nature of and criteria for quo warranto proceedings are set forth in Code of Civil Procedure Section 803, which provides in pertinent part:

An action may be brought by the attorney-general, in the name of the people of this state, upon his own information, or upon a complaint of a private party, against any person who usurps, intrudes into, or unlawfully holds or exercises any public office . . . within this state.

Determining the validity of an office holders' title to political office on the basis of residency has been the subject of numerous court cases and California Attorney General's Opinions. The California Attorney General's Office has expressly deemed quo warranto to be the proper vehicle for a board of trustees of a community college district to test whether one of its members was entitled to hold office on account of the member's residency status. (See 84 Ops. Cal. Atty. Gen. 154, 155 (2001)(residency challenge to Rio Hondo Community College trustee); 75 Ops. Cal. Atty. Gen. 26 (1992)(residency challenge to Riverside Community College District trustee).) As the Attorney General has said:


Ms. Susan M. Keith, President, Board of Trustees  
July 15, 2013  
Page 3

This proceeding is properly initiated by a public agency under the provisions of section 803 of the Code of Civil Procedure to test whether [a board member] unlawfully holds or exercises any public office. A member of a community college district board of trustees holds a public office.”

(84 Ops. Cal. Atty. Gen. 154, 155 (2001).) In determining whether to undertake or grant leave to sue in quo warranto, the Attorney General’s Office will consider evidence and weigh it in light of the statutes governing vacancies and residency requirements for community college district boards, including Government Code Sections 1770 and 244, and Education Code Section 5030, 5090, and 72022.

Mr. Woods strongly maintains that he has satisfied all relevant residency requirements to serve as a Board member for the District. Yet, if certain members of the Board insist on continuing to question his qualifications, we demand that the Board use the proper legal procedure, and allow the Attorney General’s Office to decide whether or not to pursue a quo warranto proceeding. This process will allow the Attorney General to make an independent determination as to Mr. Woods’ residency in the trustee area that he currently represents. To engage in other non-legally prescribed proceedings opens the District up to potential lawsuits and ridicule. The residents of the District deserve better.

Very truly yours,



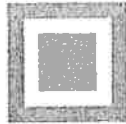
George M. Yin  
Kaufman Legal Group

cc:

Ms. Susan M. Keith, President, Board of Trustees  
Dr. Patricia Rasmussen, Vice President, Board of Trustees  
Ms. Joanne Montgomery, Clerk/Secretary, Board of Trustees  
Dr. Edward C. Ortell, Member, Board of Trustees  
Dr. Gary L. Woods, Member, Board of Trustees  
Dr. Geraldine M. Perri, Superintendent/President



# EXHIBIT 4



## Fagen Friedman & Fulfroost LLP

1 Civic Center Drive, Suite 300  
San Marcos, California 92069, San Diego  
Main: 760-304-6000  
Fax: 760-304-6011  
www.fagenfriedman.com

Christopher D. Keeler  
Direct Dial: 760-304-6001  
ckeeler@fagenfriedman.com

July 30, 2013

### VIA FACSIMILE & U.S. MAIL

George M. Yin  
Kaufman Legal Group  
777 S. Figueroa Street, Suite 4050  
Los Angeles, CA 90017

Re: Trustee Gary L. Woods Residency Inquiry

Dear Mr. Yin:

Your letter, dated July 15, 2013, has been referred to our firm for review and response.

The Board of Trustees of the Citrus Community College District, through use of an *ad hoc* committee, has authorized an appropriate inquiry regarding Dr. Woods' residency. There have been no decisions made to take any action that might impact title to his office. Rather, consistent with the Board's directives, the *ad hoc* committee is considering the issue of residency of Trustee Woods, gathering facts and will prepare a report to the Board of Trustees, which may include a *recommendation* for action. The *ad hoc* committee's inquiry is similar to inquiries made by other public agencies when considering residency issues. For example, in 95 Ops.Cal.Atty.Gen. 43 (2012), the Attorney General describes Arrowbear Park County Water District's use of legal counsel to conduct an investigation of residency status in response to complaints by members of the public and ratepayers that a board member was not a resident of the water district.

As you know, the test commonly used for determining domicile has been described as follows:

Many factors enter into this equation, including where an individual is registered to vote and his or her address for mail (*Ballf v. Public Welfare Department* (1957) 151 Cal.App.2d 784, 788-89), where his or her tax returns are filed (*Johnson v. Johnson* (1966) 245 Cal.App.2d 40, 44), where an automobile is registered (8 Ops.Cal.Atty.Gen. 221 (1946)), and where a homeowner's exemption or renter's credit is taken (Cal. Elec. Code, § 211; *Fenton v. Board of Directors of the Groveland Community Services District*, (1984) 156 Cal.App.3d 1107, 1112.)

The critical element is one of intent, and while declarations of the individual in this regard are important, such declarations are not determinative. The acts of the

individual must be examined as well. (*Mauro v. Department of Mental Hygiene* (1962) 207 Cal.App.2d 381, 389.)

The foregoing are merely examples of the kind of records that indicate domicile. To further the *ad hoc* committee's inquiry, I write to request information from Dr. Woods that may support his claim of residency within the District and his trustee area. Specifically, I would like to review the following records:

- Major bills/statements, such as credit card and bank statements, showing the billing address;<sup>1</sup>
- Personal tax records (federal and state) and statements from the Social Security Administration showing mailing address;
- Utility bills for the residences at 1212 Arno Drive, Sierra Madre and 450 N. Soldano #242, Azusa for the past 6 months, showing billing address and consumption;
- Invoices, packing lists or other evidence of delivery of purchases to both addresses;
- A list of residences owned or leased by Dr. Woods;
- Dr. Woods' telephone number(s);
- Registration for Dr. Woods' vehicle(s);
- Dr. Woods' driver's license;
- Dr. Woods' voting registration;
- Location of Dr. Woods' business office;
- Location of any post office box rented or used by Dr. Woods;
- Clubs, community groups or similar organization of which Dr. Woods is a member;
- Branch office where Dr. Woods conducts his banking;
- Location of Dr. Woods' primary care physician;
- Homeowner's exemption or renter's credit; and,
- Any other documents that Dr. Woods might consider helpful in resolving questions concerning his legal residence.

Additionally, I would like to meet with you and Dr. Woods to discuss the above-identified records and any other information that may shed light on this issue, preferably at Dr. Woods' residence at 450 N. Soldano in Azusa. I am available on August 6, 8 and 9, 2013. Please

---

<sup>1</sup> For all records requests, please note that I do not seek disclosure of sensitive information, such as credit card, account or social security numbers, purchase details, income earned or taxes paid, etc. I request that you redact sensitive information before providing copies of those records to me.

George M. Yin  
July 30, 2013  
Page 3

confirm one of these dates and notify me of your preferred time, or contact me to select another, mutually convenient date and time.

Best Regards,

FAGEN FRIEDMAN & EULFROST, LLP

A handwritten signature in black ink, appearing to read "Chris Keeler", written over the printed name.

Christopher D. Keeler

CDK:dm

cc: Susan M. Keith, President, Board of Trustees  
Dr. Patricia Rasmussen, Vice President, Board of Trustees

00113-00007/471528.1

# EXHIBIT 5

## Chris Keeler

---

**From:** George M. Yin <[gyin@kaufmanlegalgroup.com](mailto:gyin@kaufmanlegalgroup.com)>  
**Sent:** Friday, August 30, 2013 11:42 AM  
**To:** Chris Keeler  
**Subject:** RE: Citrus CCD/Dr. Gary Woods

Chris,

Thanks for the message. We will be contacting you in the near future.

**George M. Yin**  
**Attorney**  
**Kaufman Legal Group**  
A Professional Corporation  
777 S. Figueroa Street, Suite 4050  
Los Angeles, CA 90017-5864  
Tel: 213.452.6565  
Dir: 213.452.6576  
Fax: 213.452.6575  
Email: [gyin@kaufmanlegalgroup.com](mailto:gyin@kaufmanlegalgroup.com)

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---

**From:** Chris Keeler [<mailto:ckeeler@fagenfriedman.com>]  
**Sent:** Thursday, August 29, 2013 2:24 PM  
**To:** George M. Yin  
**Subject:** Citrus CCD/Dr. Gary Woods

George,

During our telephone conversation on August 27<sup>th</sup>, you stated that, in response to my request of July 30<sup>th</sup>, your client was gathering documents that will prove he resides in Azusa. You stated that you and your client want to meet with me to provide the documentation and an explanation of residency issues.

I explained that there is a short time line for obtaining this input. The subcommittee desires to present the report at the Board meeting on September 10<sup>th</sup>. I write now to clarify that we have a subcommittee meeting set for Tuesday, September 3<sup>rd</sup>. While I would like to receive Dr. Woods' input prior to that meeting (and can organize my schedule to make that happen), as long as we receive that input by September 6<sup>th</sup>, we should be able to incorporate it into the report.

Please contact me at your earliest convenience to schedule a date, time and location for the meeting. I am happy to accept documentation at any time via overnight mail or scanned copies via email.

Best Regards,

Chris



Fagen Friedman & Fulfroast LLP

Chris Keeler

1 Civic Center Drive  
Suite 300  
San Marcos, CA 92069-2952  
Direct: (760) 304-6001  
Main Phone: (760) 304-6000  
Main Fax: (760) 304-6011  
E-mail: [ckeeler@fagenfriedman.com](mailto:ckeeler@fagenfriedman.com)  
Web: [www.fagenfriedman.com](http://www.fagenfriedman.com)

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# EXHIBIT 6





# Los Angeles County REGISTRAR-RECORDER/COUNTY CLERK

## COMBINED ROSTER

The combined roster shows who voted at their designated polling place on election day, and is used to obtain the voter's voting history information. The combined rosters are retained for a period of five years, and are then discarded. Therefore, combined rosters with voted information for elections conducted by this office prior to 2008 are no longer available.

**PRESERVATION OF ROSTERS OR COMBINED ROSTERS AND INDEXES CALIFORNIA ELECTIONS CODE SECTION 17300(A):** The elections official shall preserve all rosters of voters or combined rosters and indexes as provided for in Section 14109, if applicable, until five years after the date of the election, after which they may be destroyed by that official.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF LOS ANGELES            )

I, Dean C. Logan, Registrar-Recorder/County Clerk of the County of Los Angeles, State of California, do hereby certify that the following voted information is on file at the Registrar-Recorder/County Clerk office:

VOTER'S NAME:           GARY LEWIS WOODS  
RESIDENCE ADDRESS:   450 N SOLDANO AVE 242F  
                                  AZUSA, CA 91702  
DATE OF BIRTH:         12/29/1943  
PARTY:                    DEMOCRATIC  
REGISTRATION STATUS:  ACTIVE  
REGISTRATION DATE:    10/7/2009

## VOTING HISTORY:

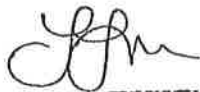
- |  |  |
|--|--|
| 11/6/2012 GENERAL ELECTION                               | 11/8/2005 SPECIAL STATEWIDE AND CONSOLIDATED ELECTIONS   |
| 6/5/2012 PRESIDENTIAL PRIMARY ELECTION                   | 11/2/2004 GENERAL ELECTION                               |
| 11/8/2011 LOCAL & MUNICIPAL CONSOLIDATED ELECTIONS       | 3/2/2004 PRIMARY ELECTION                                |
| 11/2/2010 GENERAL ELECTION                               | 10/7/2003 STATEWIDE SPECIAL ELECTION                     |
| 6/8/2010 STATEWIDE DIRECT PRIMARY ELECTION               | 11/5/2002 GENERAL ELECTION                               |
| 11/3/2009 CONSOLIDATED ELECTIONS                         | 3/5/2002 PRIMARY ELECTION                                |
| 7/14/2009 32ND U.S. CONGRESSIONAL DIST SPEC GEN ELECTION | 11/6/2001 CONSOLIDATED ELECTIONS                         |
| 5/19/2009 STATEWIDE SPECIAL AND CONSOLIDATED ELECTIONS   | 3/6/2001 24TH STATE SENATE DIST SPECIAL PRIMARY ELECTION |
| 11/4/2008 GENERAL ELECTION                               | 11/7/2000 GENERAL ELECTION                               |
| 6/3/2008 PRIMARY ELECTION                                | 3/7/2000 PRIMARY ELECTION                                |
| 2/5/2008 PRESIDENTIAL PRIMARY ELECTION                   |  |
| 11/6/2007 CONSOLIDATED ELECTIONS                         |  |
| 11/7/2006 GENERAL ELECTION                               |  |
| 6/6/2006 PRIMARY ELECTION                                |  |

In witness whereof, I have hereunto set my hand and affixed the seal of the Registrar-Recorder/County Clerk at Norwalk, California this

04 DAY OF JUNE 2013

This is a true certified document  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

JUN 4 - 2013



Dean C. Logan, REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA





This is a true copy to the extent certified for voting purposes  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

**JUN 4 - 2013**



*J. M. C. Logan* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA



# EXHIBIT 7



Send to Mobile Devices  
Scan this code with your QR app on your smart phone or tablet to take this info with you on the go.



## Soldano Senior Village Apartments

450 N. Soldano Avenue, Azusa, CA 91702

Rates from \$850.00

55+ Lifestyles, Independent Living



(888) 701-7321

### Special Offer

**Special - Print or Scan and Present this coupon**

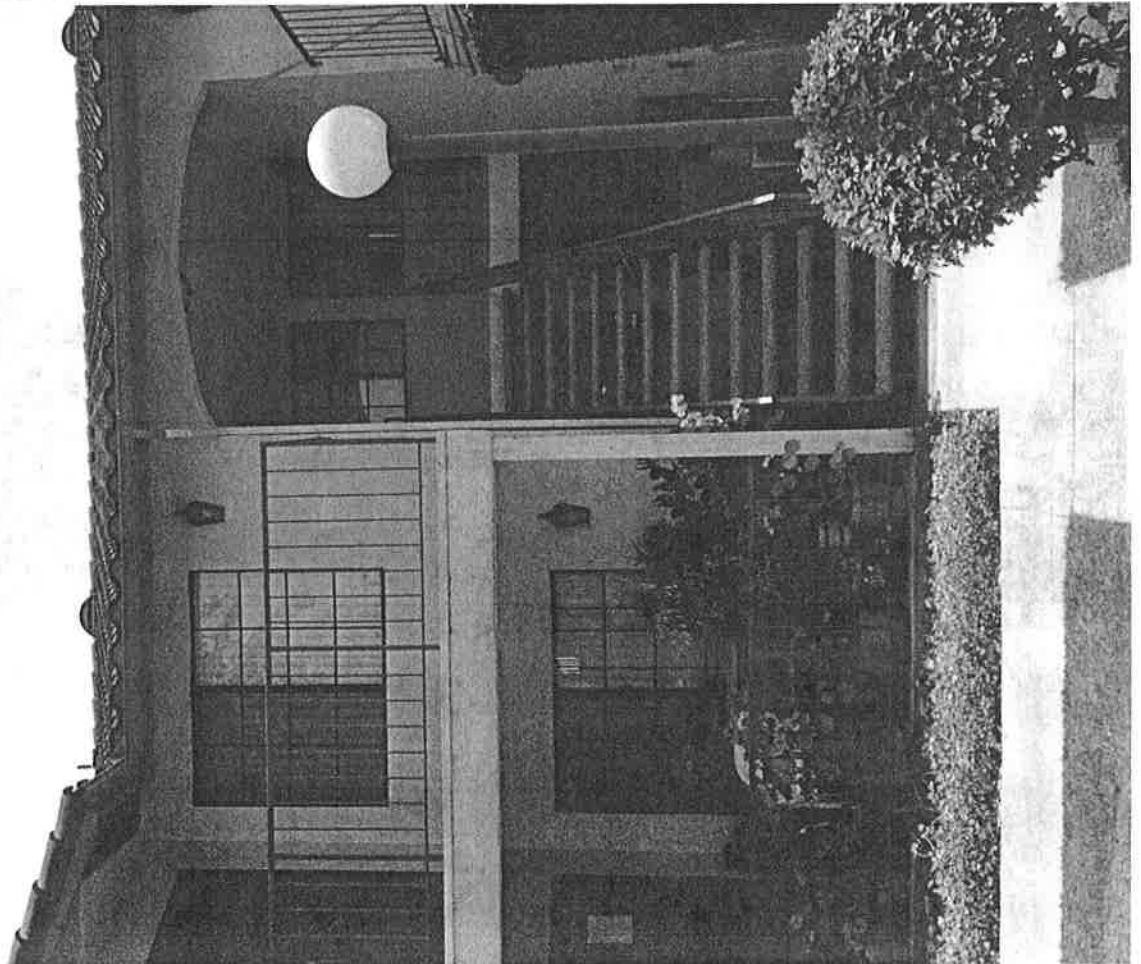
Two bedroom / One bath upstairs for \$1100. Hurry offer ends soon!

Valid Date 02/05/2013

### Photos



Map: 450 N. Soldano Avenue, Azusa, CA, 91702



# EXHIBIT 8



U.S. Department of Commerce

Home | Site | About Us | Index A to Z | Glossary | FAQs

[People](#)
[Business](#)
[Geography](#)
[Data](#)
[Research](#)
[Newsroom](#)

State &amp; County QuickFacts

## Azusa (city), California

People QuickFacts	Azusa	California
Population, 2012 estimate	47,407	38,041,430
Population, 2010 (April 1) estimates base	46,361	37,253,956
Population, percent change, April 1, 2010 to July 1, 2012	2.3%	2.1%
Population, 2010	46,361	37,253,956
Persons under 5 years, percent, 2010	7.5%	6.8%
Persons under 18 years, percent, 2010	26.8%	25.0%
Persons 65 years and over, percent, 2010	7.7%	11.4%
Female persons, percent, 2010	51.0%	50.3%
White alone, percent, 2010 (a)	57.6%	57.6%
Black or African American alone, percent, 2010 (a)	3.2%	6.2%
American Indian and Alaska Native alone, percent, 2010 (a)	1.2%	1.0%
Asian alone, percent, 2010 (a)	8.7%	13.0%
Native Hawaiian and Other Pacific Islander alone, percent, 2010 (a)	0.2%	0.4%
Two or More Races, percent, 2010	4.7%	4.9%
Hispanic or Latino, percent, 2010 (b)	67.6%	37.6%
White alone, not Hispanic or Latino, percent, 2010	19.3%	40.1%
Living in same house 1 year & over, percent, 2007-2011	84.4%	84.2%
Foreign born persons, percent, 2007-2011	31.2%	27.2%
Language other than English spoken at home, percent age 5+, 2007-2011	57.7%	43.2%
High school graduate or higher, percent of persons age 25+, 2007-2011	76.2%	80.8%
Bachelor's degree or higher, percent of persons age 25+, 2007-2011	20.2%	30.2%
Veterans, 2007-2011	1,326	1,997,566
Mean travel time to work (minutes), workers age 16+, 2007-2011	28.2	27.0
Housing units, 2010	13,386	13,680,081
Homeownership rate, 2007-2011	52.4%	56.7%
Housing units in multi-unit structures, percent, 2007-2011	34.9%	30.8%
Median value of owner-occupied housing units, 2007-2011	\$359,300	\$421,600
Households, 2007-2011	12,539	12,433,172
Persons per household, 2007-2011	3.41	2.91
Per capita money income in the past 12 months (2011 dollars), 2007-2011	\$19,119	\$29,634
Median household income, 2007-2011	\$53,826	\$61,632
Persons below poverty level, percent, 2007-2011	18.2%	14.4%

Business QuickFacts	Azusa	California
Total number of firms, 2007	3,248	3,425,510
Black-owned firms, percent, 2007	S	4.0%
American Indian- and Alaska Native-owned firms, percent, 2007	S	1.3%
Asian-owned firms, percent, 2007	S	14.9%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	S	0.3%
Hispanic-owned firms, percent, 2007	S	16.5%
Women-owned firms, percent, 2007	28.2%	30.3%
Manufacturers shipments, 2007 (\$1000)	1,444,554	491,372,092
Merchant wholesaler sales, 2007 (\$1000)	404,002	598,456,486
Retail sales, 2007 (\$1000)	426,971	455,032,270
Retail sales per capita, 2007	\$9,287	\$12,561
Accommodation and food services sales, 2007 (\$1000)		

44,630 80,852,787

<b>Geography QuickFacts</b>	<b>Azusa</b>	<b>California</b>
Land area in square miles, 2010	9.66	155,779.22
Persons per square mile, 2010	4,801.3	239.1
FIPS Code	03386	06
Counties		

(a) Includes persons reporting only one race.  
 (b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information  
 F: Fewer than 25 firms  
 FN: Footnote on this item for this area in place of data  
 NA: Not available  
 S: Suppressed; does not meet publication standards  
 X: Not applicable  
 Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, County Business Patterns, Economic Census, Survey of Business Owners, Building Permits, Census of Governments  
 Last Revised: Thursday, 27-Jun-2013 13:53:42 EDT

# EXHIBIT 9



**Lawyers Title**  
INSURANCE CORPORATION

Prepared For:  
Preferred Customer

## Lawyers Title Company

3480 Vine St., Suite 100  
Riverside, CA 92507  
Phone: 888-789-3366  
Fax: 951-781-1173

Property Address: 1212 ARNO DR  
SIERRA MADRE, CA 91024  
Assessor's Parcel No: 5765-003-018  
Title Representative:

### Thank You For Choosing Lawyers Title Company

This title information has been furnished without charge by Lawyers Title Company in conformance with the rules established by the California Insurance Commissioner, who urges you to shop for the best service available and compare charges and fees for title insurance and other services associated with the purchase or sale of a home.

This information is provided as an accommodation only. The information contained herein is not a complete statement or representation of the status of title to the property in question and no assurances are made or liability assumed as to the accuracy thereof. If you wish protection against loss with respect to the status of title, you should obtain a commitment, binder or policy of title insurance.

Data Deemed Reliable, But Not Guaranteed.  
Copyright © 2004-2013 FIS Data Services, All Rights Reserved.  
All other trademarks and copyrights are the property of their respective holders.



## Property Information

**Primary Owner :** WOODS, GARY  
**Secondary Owner :** WU, GUO PING  
**Site Address :** 1212 ARNO DR  
SIERRA MADRE, CA 91024-1567  
**Mailing Address :** 1212 ARNO DR  
SIERRA MADRE, CA 91024  
**Assessor Parcel Number :** 5765-003-018  
**CountyName :** Los Angeles  
**Tax Account ID :**  
**Phone :** N/A  
**Census Tract :** 4305.01  
**Housing Tract Number :** 31104  
**Lot Number :** 8  
**Page Grid :** 567-D1  
**Legal Description :** Lot: 8 ; Tract No: 31104 ; Abbreviated Description: LOT:8  
CITY:REGION/CLUSTER: 05/05170 TR#:31104 \*TR=31104 LOT 8 ;  
City/Muni/Twp: REGION/CLUSTER: 05/05170

## Property Characteristics

<b>Bedrooms :</b> 4	<b>Year Built :</b> 1979	<b>Square Feet :</b> 3223
<b>Bathrooms :</b> 3.0	<b>Garage :</b> N/A	<b>Lot size :</b> 13769 SF
<b>Partial Bath :</b> 0	<b>Fireplace :</b> N/A	<b>Number of Units :</b> 0
<b>Total Rooms :</b> 0	<b>Pool/Spa :</b> P	<b>Use Code :</b> Single Family Residential
<b>Zoning :</b> SRR1-CUP*		

## Sale/Loan Information

<b>Transfer Date :</b> 04/15/2011	<b>Document # :</b> 11-0550415
<b>Transfer Value :</b> \$1,140,000	<b>Cost/Sq Feet :</b> \$ 353
<b>First Loan Amt :</b> \$690,000	<b>Lender :</b> BANK OF AMERICA NA

## Assessment/Tax Information

<b>Assessed Value :</b> \$1,162,800	<b>Tax Amount :</b> \$13,768.20
<b>Land Value :</b> \$835,482	<b>Tax Status :</b> Delinquent:2011
<b>Improvement Value :</b> \$327,318	<b>Tax Rate Area :</b> 7-516
<b>Percent Improvement :</b> 28 %	<b>Homeowner Exemption :</b> N

Data Deemed Reliable, But Not Guaranteed.



This page is part of your document - DO NOT DISCARD



20110550415



Pages:  
0003

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

04/15/11 AT 08:00AM

FEES:	22.00
TAXES:	1,254.00
OTHER:	0.00
PAID:	1,276.00



LEADSHEET



201104150210008

00004036106



003264790

SEQ:  
02

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T21

2

RECORDING REQUESTED BY:  
Fidelity National Title

AND WHEN RECORDED MAIL TO:

Gary Woods and Guo Ping Wu  
1212 Arno Drive  
Sierra Madre, CA 91024



THIS SPACE FOR RECORDER'S USE ONLY.  
Escrow No.: 11-3495-JP

Title Order No.: 19655767

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$1,254.00

60

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale
- Unincorporated area  City of Sierra Madre AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Phillip A. Marmolejo and Madai L. Marmolejo, Husband and Wife as Community Property

hereby GRANT(s) to:

Gary Woods, an Unmarried Man, as to an undivided 33.3330% interest and Guo Ping Wu, a Married Man, as to an undivided 66.6670% interest as Tenants in Common the real property in the City of Sierra Madre, County of Los Angeles, State of California, described as: Lot 8 of Tract No. 31104, in the City of Sierra Madre, County of Los Angeles, State of California, as per Map recorded in Book 901, Pages 3 and 4 of Maps, in the Office of the County Recorder of said County Also Known as 1212 Arno Drive, Sierra Madre, CA 91024 AP# 5765-003-018

DATED February 8, 2011  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
On 2/18/2011  
before me, JULIE ANN BEDARD  
A Notary Public in and for said State personally appeared  
MADAI L. MARMOLEJO

Phillip A. Marmolejo  
Madai L. Marmolejo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct WITNESS my hand and official seal



Signature  
Julie Ann Bedard

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.

2A



4

**ACKNOWLEDGMENT**

State of California

County of *Los Angeles*

On *March 22, 2011* before me, *Christina M. Ingle*

A Notary Public in and for said State personally appeared *Phillip A. Marmolejo*

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

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

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*



(Seal)

This page is part of your document - DO NOT DISCARD



20110550416



Pages:  
0017

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

04/15/11 AT 08:00AM

FEES:	67.00
TAXES:	0.00
OTHER:	0.00
PAID:	67.00



LEADSHEET



201104150210008

00004036107



003264790

SEQ:  
03

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T21

FIDELITY VAN NUYS

Recording Requested By:  
D. User

After Recording Return To:  
BANK OF AMERICA, N.A.

ReconTrust Co./TX2-979-01-07  
P.O. Box 619003  
Dallas, TX 75261-9003  
Prepared By:  
GOVINDARAJULU BAKTHAVATSALU



2

19655767

[Space Above This Line For Recording Data]

11-3495-JP  
(Escrow/Closing #)

00023438715304011  
(Doc ID #)

### DEED OF TRUST

MIN 1000255-0001115594-0

5765-003-018

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 11, 2011, together with all Riders to this document.

(B) "Borrower" is

GARY WOODS, AN UNMARRIED MAN, AS TO AN UNDIVIDED 33.333% INTEREST, AND GUO PING WU, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 66.667% INTEREST, AS TENANTS IN COMMON.

Borrower's address is  
450 N. SOLDANO AVENUE 242-F, AZUSA, CA 91702

CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

Form 3005 1/01

MERS Deed of Trust-CA  
1006A-CA (06/09)(d1)

Page 1 of 14



\* 2 3 9 9 1 \*

\* 2 3 4 3 8 7 1 5 3 0 0 0 0 0 1 0 0 8 A \*

3A

Borrower is the trustor under this Security Instrument.

(C) "Lender" is  
BANK OF AMERICA, N.A.

Lender is a NATIONAL ASSOCIATION  
organized and existing under the laws of THE UNITED STATES  
Lender's address is

101 South Tryon Street, Charlotte, NC 28255

(D) "Trustee" is  
RECONTRUST COMPANY NA  
MSN TO-02 225 WEST HILLCREST DR, THOUSAND OAKS, CA 91360

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated APRIL 11, 2011. The Note states that Borrower owes Lender  
SIX HUNDRED NINETY THOUSAND and 00/100

Dollars (U.S. \$ 690,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2026

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

4

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES ;  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 5765003018  
address of 1212 ARNO DR, SIERRA MADRE  
[Street/City]  
California 91024-1567 ("Property Address"):  
[Zip Code]

which currently has the

~~TOGETHER WITH~~ all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right; to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

14

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
GARY WOODS

(Seal)  
- Borrower

  
GUO PING WU

(Seal)  
- Borrower

(Seal)  
- Borrower

(Seal)  
- Borrower

5

State of California

County of Los Angeles

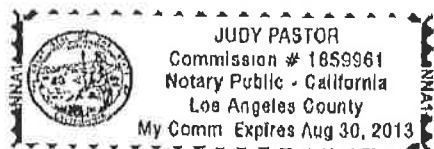
On 4/12/11 before me, Judy Pastor, Notary Public, personally appeared [handwritten name] [handwritten words]

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

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

WITNESS my hand and official seal. Signature [handwritten signature]

(Seal)



16

Order No. 19655767

**LEGAL DESCRIPTION**

**EXHIBIT "ONE"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SIERRA MADRE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 8 of Tract No. 31104, in the City of Sierra Madre, County of Los Angeles, State of California, as per map recorded in Book 901, Pages 3 and 4 of maps, in the office of the County Recorder of said county.

Assessor's Parcel No: 5765-003-018



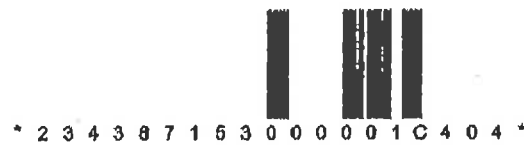
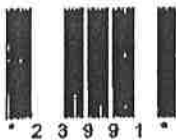
17

DOC ID #: 00023438715304011

# LEGAL DESCRIPTION EXHIBIT A

Legal Description Exhibit A  
1C404-XX (08/08)(d/i)

Page 1 of 1





### Prior Transfer

Recording Date:	04/15/2011	Document #:	11-0550415
Price:	\$1,140,000	Document Type:	Grant Deed
First TD:	\$690,000	Type of Sale:	Full-Computed from Transfer Tax
Lender Name:	BANK OF AMERICA NA		
Buyer Name:	WOODS, GARY; WU, GUO PING		
Buyer Vesting:	Tenants in Common		
Sell Name:	MARMOLEJO, PHILLIP A; MARMOLEJO, MADAI L		
Legal:	LOT:8 CITY:SIERRA MADRE TR#:31104 MAP REF:MB901 PG3&4		
City/Muni/Twp:	SIERRA MADRE		

### Prior Transfer

Recording Date:	04/15/2011	Document #:	11-0550414
Price:		Document Type:	Intrafamily Transfer & Dissolution
First TD:		Type of Sale:	Non-Arms Length Transfer
Lender Name:			
Buyer Name:	WU, GUO PING		
Buyer Vesting:	Married Man as his sole and separate property		
Sell Name:	ZHANG, YOU YING		
Legal:	LOT:8 CITY:SIERRA MADRE TR#:31104 MAP REF:MB901 PG3&4		
City/Muni/Twp:	SIERRA MADRE		

### Mortgage Record

Recording Date:	08/14/2008	Document #:	08-1467059
Loan Amount:	\$668,000	Loan Type:	Unknown
TD Due Date:	08/01/2038	Type of Financing:	FIX
Lender Name:	AFFILIATED FINANCIAL GROUP INC		
Lender Type:	Finance Company		
Buyer Vesting:	MARMOLEJO, PHILLIP A; MARMOLEJO, MADAI L		
Vesting:			

### Prior Transfer

Recording Date:	11/21/2003	Document #:	03-3522951
Price:	\$830,000	Document Type:	Individual Deed
First TD:	\$664,000	Type of Sale:	Full-Computed from Transfer Tax
Lender Name:	DOWNEY SAVINGS & LOAN		
Buyer Name:	MARMOLEJO, PHILLIP A; MARMOLEJO, MADAI L		
Buyer Vesting:	Community Property(Marital Community)		
Sell Name:	CHUNG, TE HENG; CHUNG, HUI LIN		
Legal:	LOT:8 CITY:SIERRA MADRE TR#:31104 MAP REF:MB901 PG3&4		
City/Muni/Twp:	SIERRA MADRE		

### Mortgage Record

Recording Date:	07/31/2001	Document #:	01-1356275
Loan Amount:	\$350,000	Loan Type:	Unknown
TD Due Date:	08/01/2016	Type of Financing:	
Lender Name:	CALIFORNIA BANK & TRUST		
Lender Type:	Bank		
Buyer Vesting:	CHUNG, TE HENG; CHUNG, HUI LIN		
Vesting:			

Data Deemed Reliable, But Not Guaranteed.

## Prior Transfer

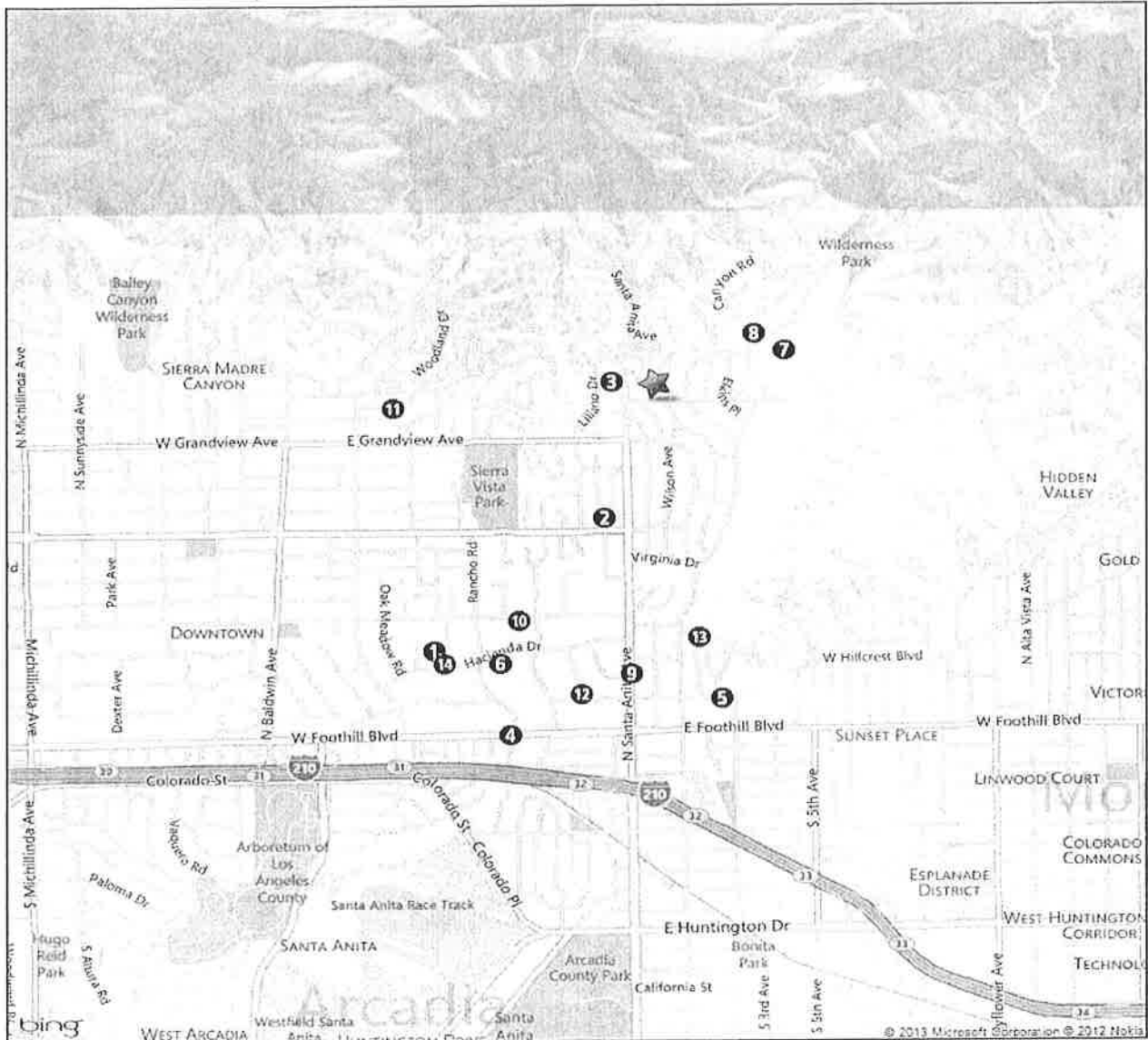
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Recording Date:	03/02/1994	Document #:	94-0420213
Price:	\$450,000	Document Type:	Grant Deed
First TD:	\$200,000	Type of Sale:	Full-Computed from Transfer Tax
Lender Name:	T J FINANCIAL INC		
Buyer Name:	CHUNG, TE HENG; CHUNG, HUI LIN		
Buyer Vesting:	Joint Tenancy		
Sell Name:	WILSON, PAUL G; WILSON, RITA T		
Legal:	LOT:8 CITY:SIERRA MADRE TR#:31104 MAP REF:MAP901 PG3&4		
City/Muni/Twp:	SIERRA MADRE		

Data Deemed Reliable, But Not Guaranteed

# SALES COMPARABLES MAP

1212 ARNO DR  
SIERRA MADRE, CA 91024-1567



1. 1436 Carmelita Pl	12/20/2012	\$2,680,000	11. 407 Pleasant Hill Ln	07/13/2012	\$1,160,000
2. 1735 El Vista Cir	12/06/2012	\$1,238,000	12. 1225 Ramona Rd	06/18/2012	\$2,058,000
3. 2060 Liliano Dr	12/06/2012	\$905,000	13. 1350 Highland Oaks Dr	05/25/2012	\$1,380,000
4. 231 W Foothill Blvd	11/16/2012	\$1,760,000	14. 1421 Caballero Rd	05/18/2012	\$1,633,000
5. 1209 Oakhaven Rd	10/16/2012	\$1,285,000			
6. 1400 Rancho Rd	10/11/2012	\$2,282,000			
7. 2124 Highland Oaks Dr	09/04/2012	\$950,000			
8. 246 Angelo Pl	08/28/2012	\$1,180,000			
9. 1255 N Santa Anita Ave	07/17/2012	\$1,608,000			
10. 635 E Orange Grove Ave	07/17/2012	\$1,126,000			

Data Deemed Reliable. But Not Guaranteed.



**Criteria Selected:**

Searched by Radius: 1.5 miles  
 Minimum Area: 2,578 SqFt. Maximum Area: 3,867 SqFt.  
 Pool: All  
 Land Use: Same as Subject  
 Date Range: 05/17/2012 to 02/11/2013

**Area Sales Analysis**

	Low	Median	High
<b>Bedrooms:</b>	3	4	5
<b>Baths:</b>	2	3	6
<b>Lot Size:</b>	10,019	25,942	36,429
<b>Living Area (SqFt):</b>	2,658	3,097	3,845
<b>Sale Price:</b>	\$905,000	\$1,332,500	\$2,680,000
<b>Year Built:</b>	1917	1950	1984
<b>Age:</b>	29	63	96

**Subject Property**

**Sale Date:** 04/15/2011    **Year Built:** 1979    **Price:** \$1,140,000    **Pool:** P  
**Lot Size:** 13,769 SF    **Square Feet:** 3,223    **\$/SF:** \$353    **BR/Bth:** 4/3.0

**Comparable Sales Data**

No.	Address	Date	Price	Loan	\$/SF	SqFt	BR/Bth	Year Built	Lot Size	Pool
1	1436 CARMELITA PL ARCADIA, CA 91006	12/20/2012	\$2,680,000	\$0	\$849	3,155	3/3	1948	32,178 SF	P
<b>Owner:</b> HONG LIANG SUN <b>APN:</b> 5770-015-005 <b>Legal:</b> <b>Land Use:</b> Single Family Residential		<b>Seller:</b> ROBERT A FERRARO, THE FERRARO <b>Document #:</b> 12-1976180 Located approximately 1.28 miles from subject property.								
2	1735 EL VISTA CIR ARCADIA, CA 91006	12/06/2012	\$1,238,000	\$825,000	\$465	2,658	3/3	1950	10,019 SF	N/A
<b>Owner:</b> CHRISTOPHER DEVIN YOUNG, MATILDA <b>APN:</b> 5766-012-020 <b>Legal:</b> <b>Land Use:</b> Single Family Residential		<b>Seller:</b> JOHN W LA GRANDEUR <b>Document #:</b> 12-1870740 Located approximately 0.57 miles from subject property.								
3	2060 LILIANO DR SIERRA MADRE, CA 91024	12/06/2012	\$905,000	\$625,000	\$309	2,922	4/4	1962	13,325 SF	N/A
<b>Owner:</b> HAZIM J RABADI, BETTY S RABADI <b>APN:</b> 5764-003-010 <b>Legal:</b> <b>Land Use:</b> Single Family Residential		<b>Seller:</b> KEVIN STEUER, STEUER LIVING TRUST <b>Document #:</b> 12-1875020 Located approximately 0.12 miles from subject property.								
4	231 W FOOTHILL BLVD ARCADIA, CA 91006	11/16/2012	\$1,760,000	\$1,056,000	\$624	2,820	4/4	1949	34,408 SF	N/A
<b>Owner:</b> LEI LIU, XIAOMING ZHU <b>APN:</b> 5770-019-008 <b>Legal:</b> <b>Land Use:</b> Single Family Residential		<b>Seller:</b> MAN HERMAN HUI, KWAN SHAN CHOW <b>Document #:</b> 12-1747168 Located approximately 1.45 miles from subject property.								

Data Deemed Reliable, But Not Guaranteed.

**Comparable Sales Data**

No.	Address	Date	Price	Loan	\$/SF	SqFt	BR/Bth	Year Built	Lot Size	Pool
5	1209 OAKHAVEN RD ARCADIA, CA 91006	10/16/2012	\$1,285,000	\$771,000	\$415	3,092	5/3	1984	10,707 SF	P
	Owner: YAN HUA XU, LIHONG MI APN: 5771-024-023 Legal: Land Use: Single Family Residential									
										Located approximately 1.26 miles from subject property.
6	1400 RANCHO RD ARCADIA, CA 91006	10/11/2012	\$2,282,000	\$1,612,500	\$593	3,845	4/5	1956	36,429 SF	N/A
	Owner: MATTHEW S TAN, SHIRLEY Z TAN APN: 5770-013-021 Legal: Land Use: Single Family Residential									
										Located approximately 1.20 miles from subject property.
7	2124 HIGHLAND OAKS DR ARCADIA, CA 91006	09/04/2012	\$950,000	\$760,000	\$345	2,748	3/2	1958	14,606 SF	N/A
	Owner: MITCHELL J GEE, MEGAN N T AU APN: 5765-012-018 Legal: Land Use: Single Family Residential									
										Located approximately 0.48 miles from subject property.
8	246 ANGELO PL ARCADIA, CA 91006	08/28/2012	\$1,180,000	\$944,000	\$368	3,200	4/3	1960	31,847 SF	N/A
	Owner: OSNAT SHURER APN: 5765-011-008 Legal: Land Use: Single Family Residential									
										Located approximately 0.40 miles from subject property.
9	1255 N SANTA ANITA AVE ARCADIA, CA 91006	07/17/2012	\$1,608,000	\$1,100,000	\$497	3,231	4/4	1965	23,657 SF	N/A
	Owner: YANPING CHEN BAGG APN: 5770-003-016 Legal: Land Use: Single Family Residential									
										Located approximately 1.14 miles from subject property.
10	635 E ORANGE GROVE AVE SIERRA MADRE, CA 91024	07/17/2012	\$1,126,000	\$844,218	\$362	3,102	5/3	1939	27,896 SF	P
	Owner: ANTHONY MASSINO, AMY SKIFF APN: 5766-020-005 Legal: Land Use: Single Family Residential									
										Located approximately 1.03 miles from subject property.
11	407 PLEASANT HILL LN SIERRA MADRE, CA 91024	07/13/2012	\$1,160,000	\$910,000	\$309	3,746	5/6	1917	32,230 SF	P
	Owner: PATRICK PERKINS, LUISA PERKINS APN: 5763-011-049 Legal: Land Use: Single Family Residential									
										Located approximately 0.88 miles from subject property.
12	1225 RAMONA RD ARCADIA, CA 91006	06/18/2012	\$2,058,000	\$0	\$630	3,264	5/4	1938	28,667 SF	P
	Owner: CHIEN YU CHEN, HSIAO YUN WU APN: 5770-006-007 Legal: Land Use: Single Family Residential									
										Located approximately 1.24 miles from subject property.

Data Deemed Reliable, But Not Guaranteed.

**Comparable Sales Data**

No.	Address	Date	Price	Loan	\$/SF	SqFt	BR/Bth	Year Built	Lot Size	Pool
13	1350 HIGHLAND OAKS DR ARCADIA, CA 91006	05/25/2012	\$1,380,000	\$690,000	\$513	2,685	3/4	1950	20,469 SF	N/A
	Owner: WEN FEI SHEN									
	APN: 5771-026-003									
	Legal:									
	Land Use: Single Family Residential									Located approximately 1.02 miles from subject property.
14	1421 CABALLERO RD ARCADIA, CA 91006	05/18/2012	\$1,633,000	\$0	\$561	2,907	3/3	1942	23,988 SF	N/A
	Owner: JOHN T DIEHL, KELLY M DIEHL									
	APN: 5770-015-014									
	Legal:									
	Land Use: Single Family Residential									Located approximately 1.30 miles from subject property.

Data Deemed Reliable, But Not Guaranteed

# NEARBY PROPERTY OWNERS

*SOKOL, RICHARD TR*  
**1206 ARNO DR**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-019      **Bedrooms: 3**  
 Telephone:                      **Bathrooms: 3**  
 Square Feet: 2,670              **Lot size: 14,118**  
 Year Built: 1979              **Garage:**  
 Sale Date: 09/14/2010  
 Land Use: Single Family Residential

*KANENOBU, EIKO*  
**1218 ARNO DR**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-017      **Bedrooms: 4**  
 Telephone:                      **Bathrooms: 3**  
 Square Feet: 3,037              **Lot size: 14,187**  
 Year Built: 1979              **Garage:**  
 Sale Date: 12/30/2002  
 Land Use: Single Family Residential

*FISHMAN, DANIEL AND LAVINE, SANDRA L*  
**1221 VIA GRANATE ST**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-008      **Bedrooms: 3**  
 Telephone:                      **Bathrooms: 4**  
 Square Feet: 3,171              **Lot size: 13,299**  
 Year Built: 1963              **Garage:**  
 Sale Date: 07/19/1994  
 Land Use: Single Family Residential

*SALISBURY, GEORGE B CO TR*  
**1200 ARNO DR**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-020      **Bedrooms: 4**  
 Telephone:                      **Bathrooms: 4**  
 Square Feet: 3,181              **Lot size: 18,130**  
 Year Built: 1979              **Garage:**  
 Sale Date: 07/17/1992  
 Land Use: Single Family Residential

*SIVILOTTI, MASSIMO A AND RUTH A '*  
**1211 VIA GRANATE ST**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-007      **Bedrooms: 3**  
 Telephone:                      **Bathrooms: 3**  
 Square Feet: 2,356              **Lot size: 12,197**  
 Year Built: 1965              **Garage:**  
 Sale Date: 05/24/1995  
 Land Use: Single Family Residential

*YOU JIAN CHEN AND WEI PING LOU*  
**1209 ARNO DR**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-011      **Bedrooms: 4**  
 Telephone:                      **Bathrooms: 3**  
 Square Feet: 3,037              **Lot size: 11,517**  
 Year Built: 1979              **Garage:**  
 Sale Date: 07/07/1995  
 Land Use: Single Family Residential

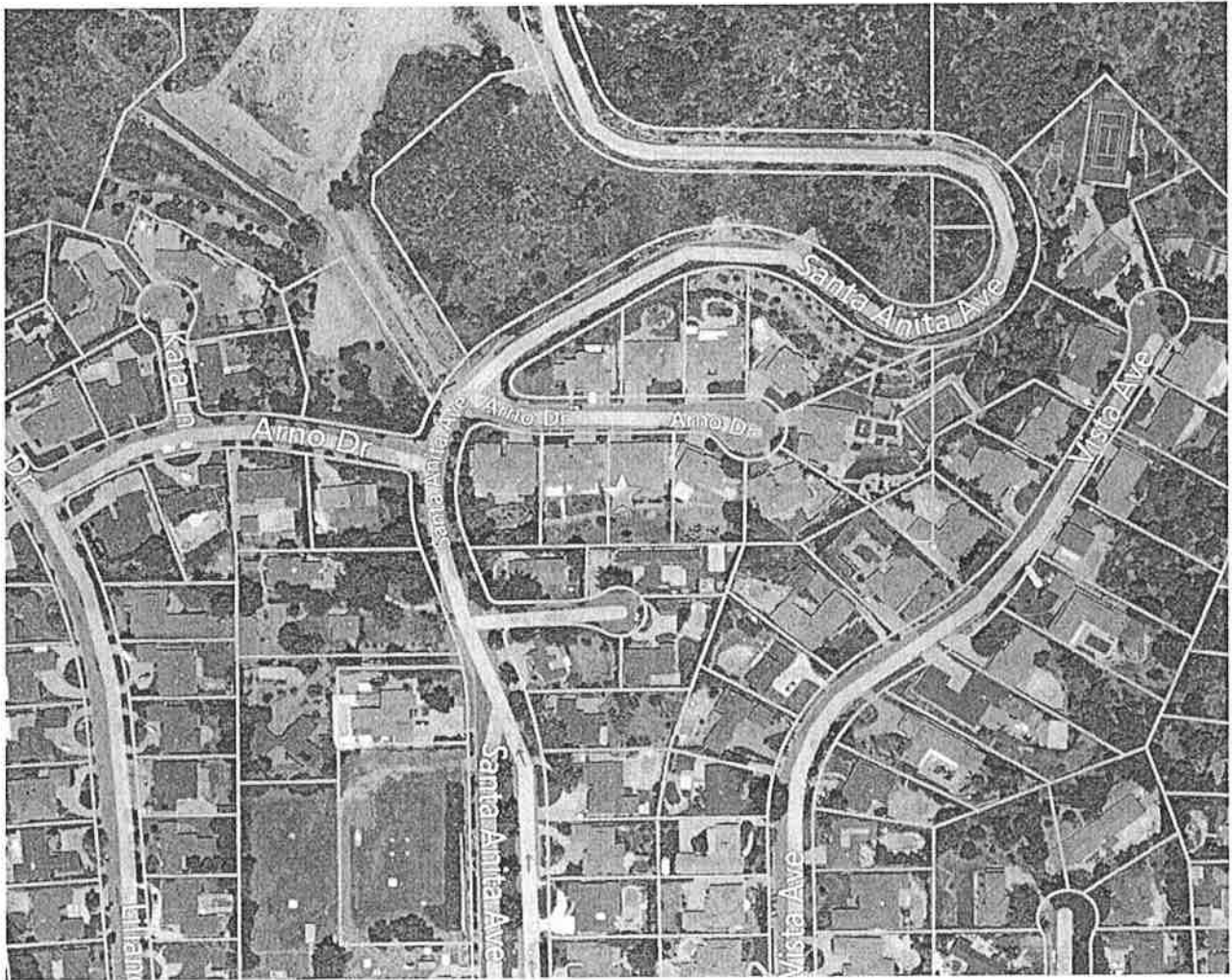
*WANG, JIING T AND WINNY H*  
**1224 ARNO DR**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-016      **Bedrooms: 3**  
 Telephone:                      **Bathrooms: 3**  
 Square Feet: 2,670              **Lot size: 15,015**  
 Year Built: 1979              **Garage:**  
 Sale Date: 09/18/1980  
 Land Use: Single Family Residential

*DERMOVSESIAN, BERJ AND MARINE TRS*  
**1215 ARNO DR**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-012      **Bedrooms: 3**  
 Telephone:                      **Bathrooms: 3**  
 Square Feet: 2,670              **Lot size: 12,415**  
 Year Built: 1979              **Garage:**  
 Sale Date: 12/24/2009  
 Land Use: Single Family Residential

*KING, RUSSELL W AND RUTH E TRS*  
**1220 VIA GRANATE ST**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-009      **Bedrooms: 4**  
 Telephone:                      **Bathrooms: 2**  
 Square Feet: 2,528              **Lot size: 12,197**  
 Year Built: 1963              **Garage:**  
 Sale Date: 06/06/1990  
 Land Use: Single Family Residential

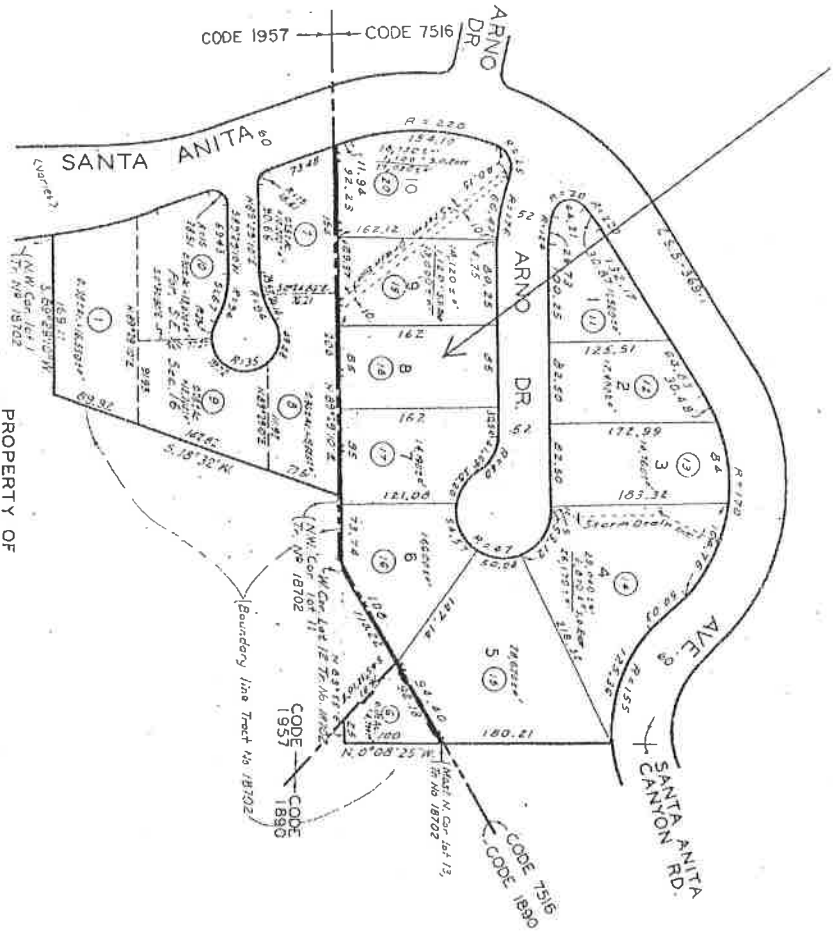
*ROSENTHAL, JULIE TR*  
**1221 ARNO DR**  
**SIERRA MADRE, CA 91024**  
 APN: 5765-003-013      **Bedrooms: 4**  
 Telephone:                      **Bathrooms: 4**  
 Square Feet: 3,223              **Lot size: 14,985**  
 Year Built: 1979              **Garage:**  
 Sale Date: 12/29/1992  
 Land Use: Single Family Residential





1212 ARNO DR  
SIERRA MADRE, CA 91024-1567

59  
 N



CODE  
 7516  
 1957  
 1890

FOR PREV. ASSWT. SEE: 749-1

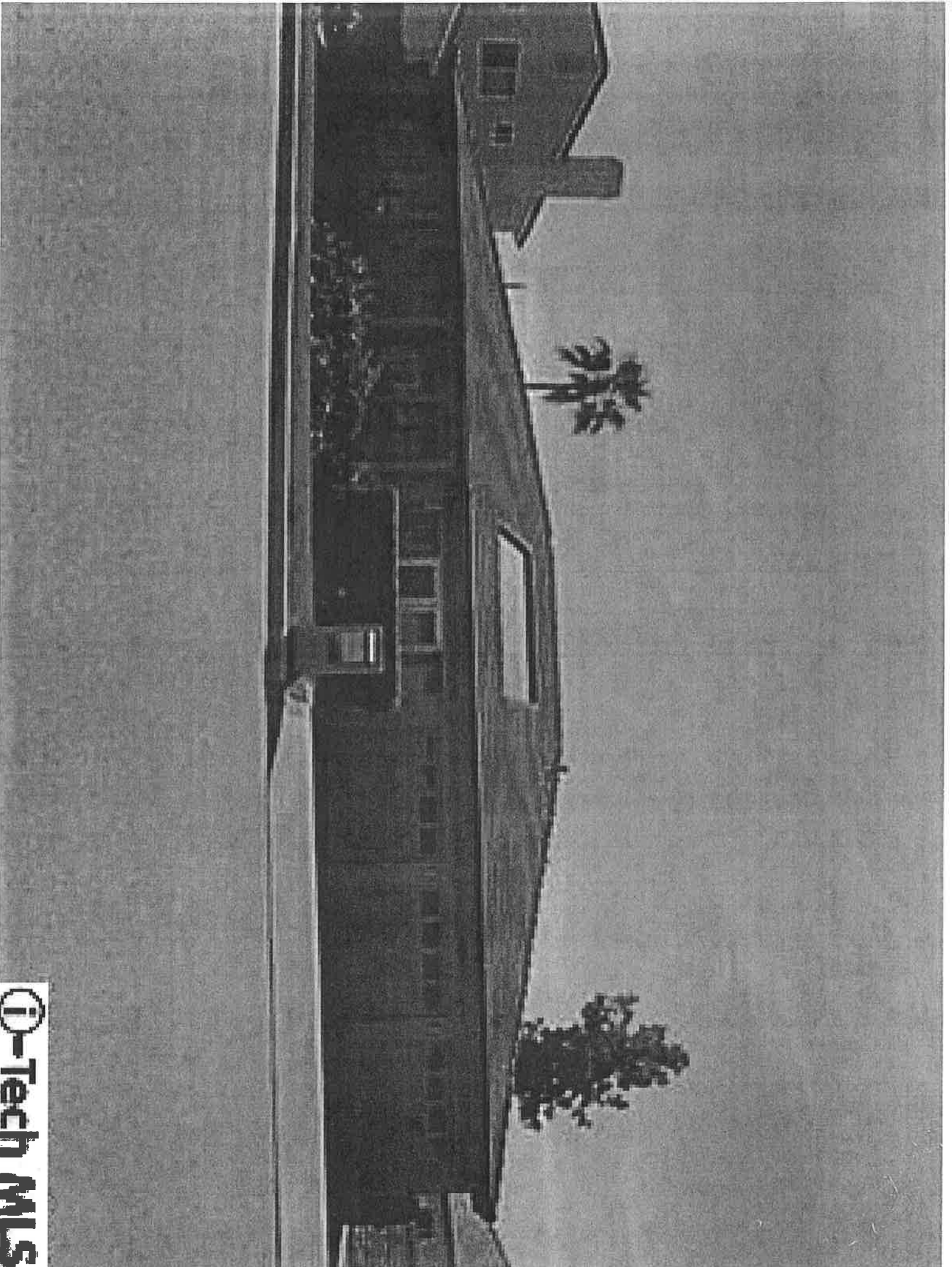
PROPERTY OF  
**P.H. LANNAN**  
 M.B. 7-23  
 T.IN., R.II W.  
 TRACT NO. 31104  
 M.B. 901-3-4

REVISIONS  
 1-28-01  
 3-27-01  
 10-21-02  
 1-27-02  
 10-21-02  
 5-28-02  
 10-28-02  
 7/27/02  
 7/27/02

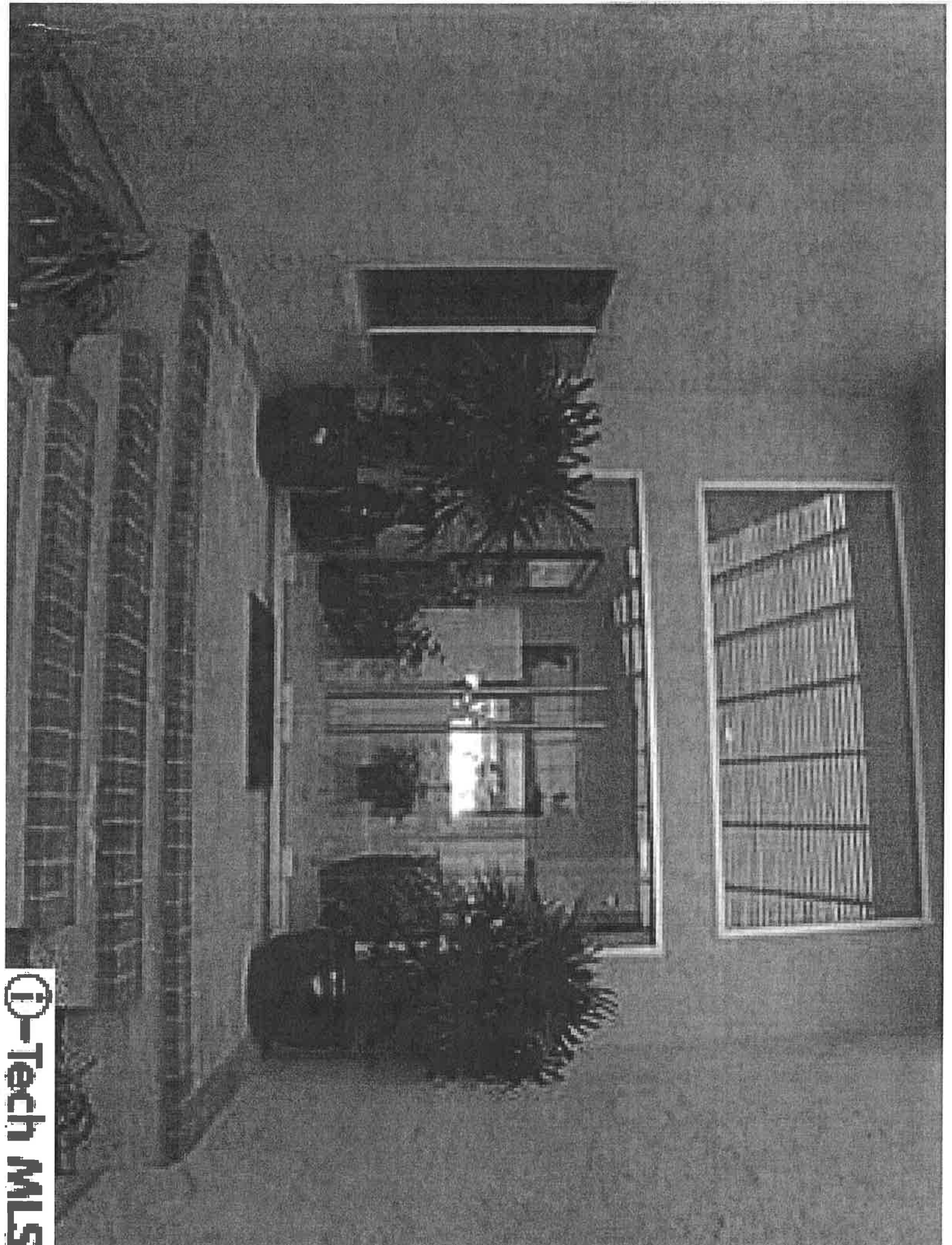
ASSISTANT S. HAP  
 COUNTY OF LOS ANGELES, CALIF.



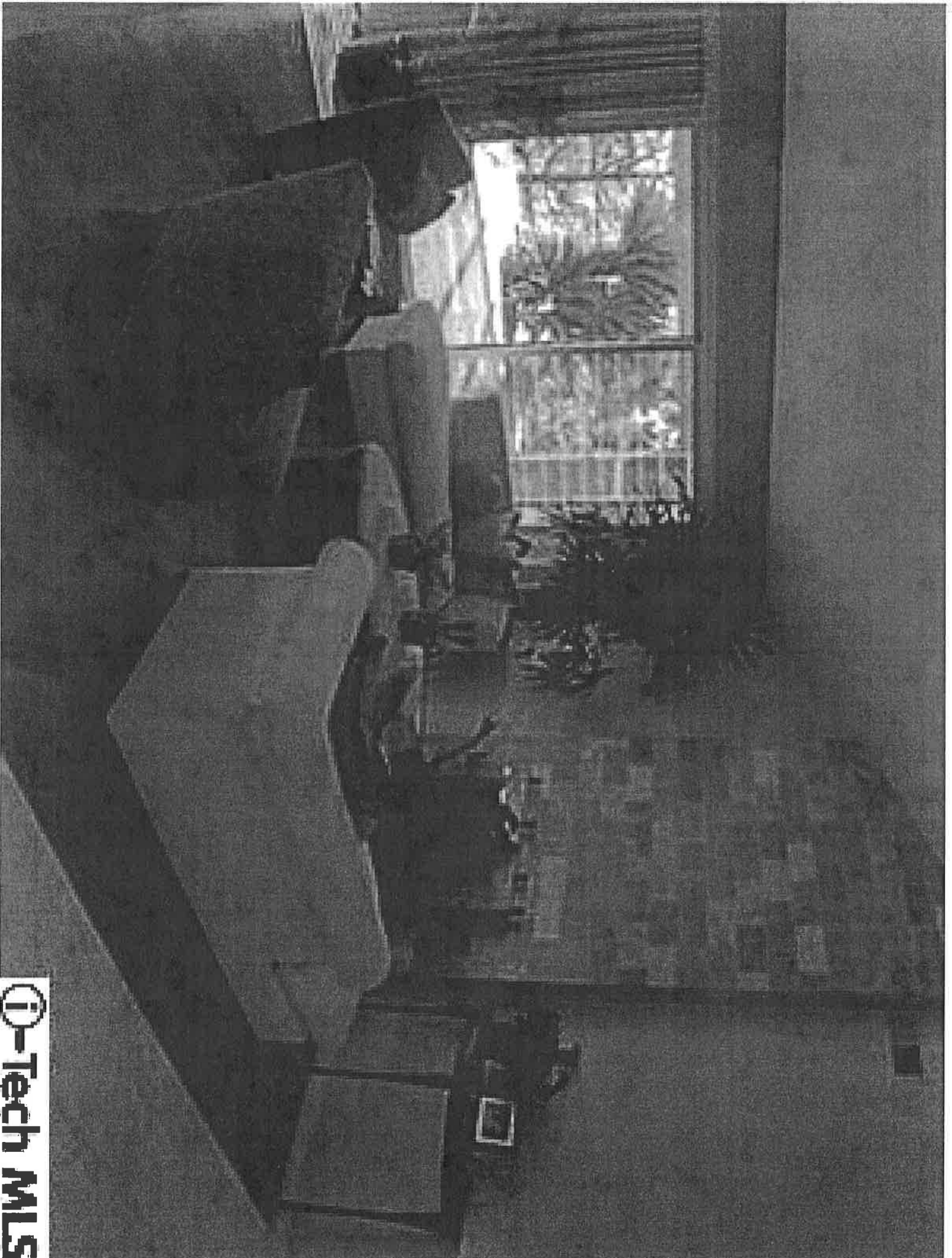
# EXHIBIT 10



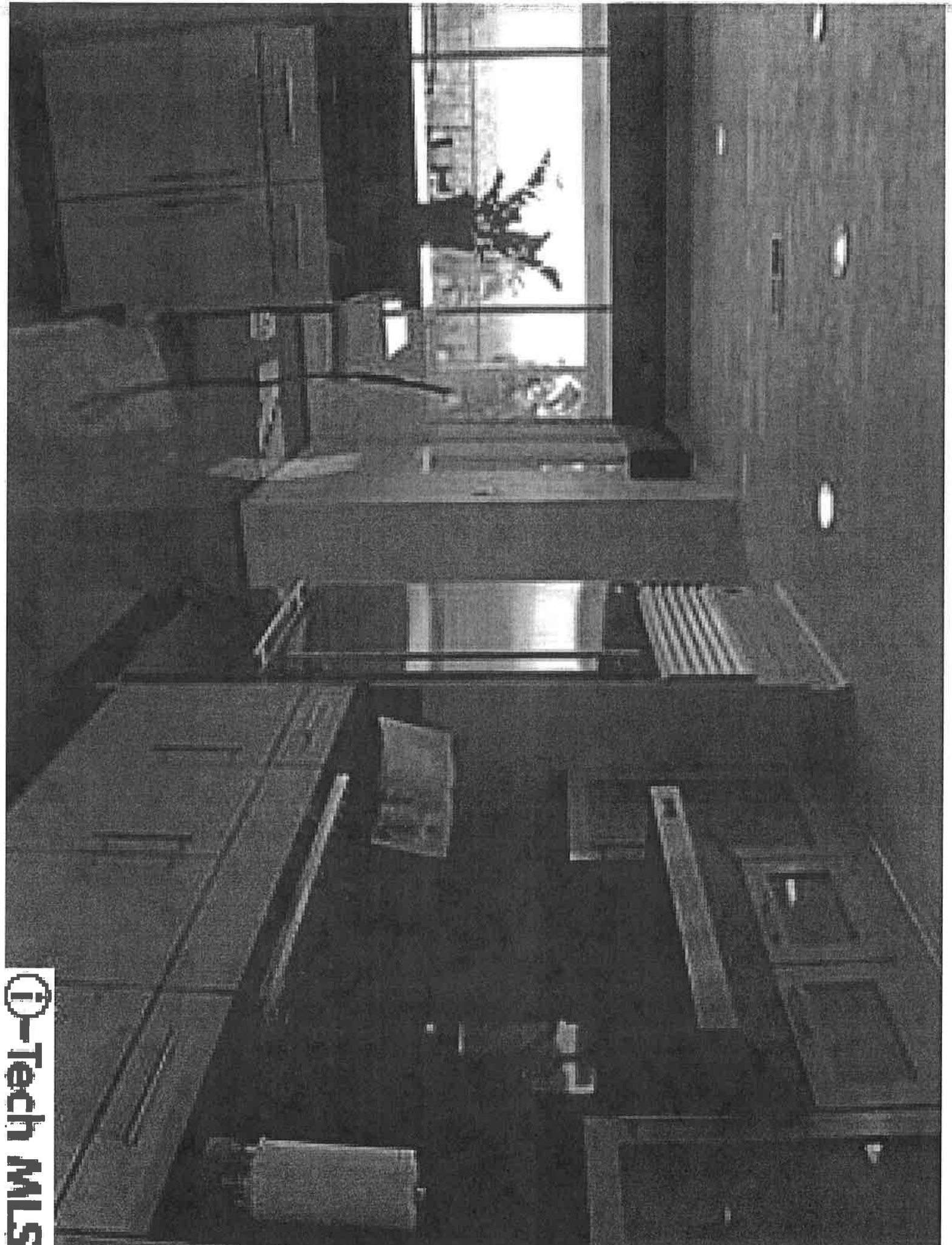
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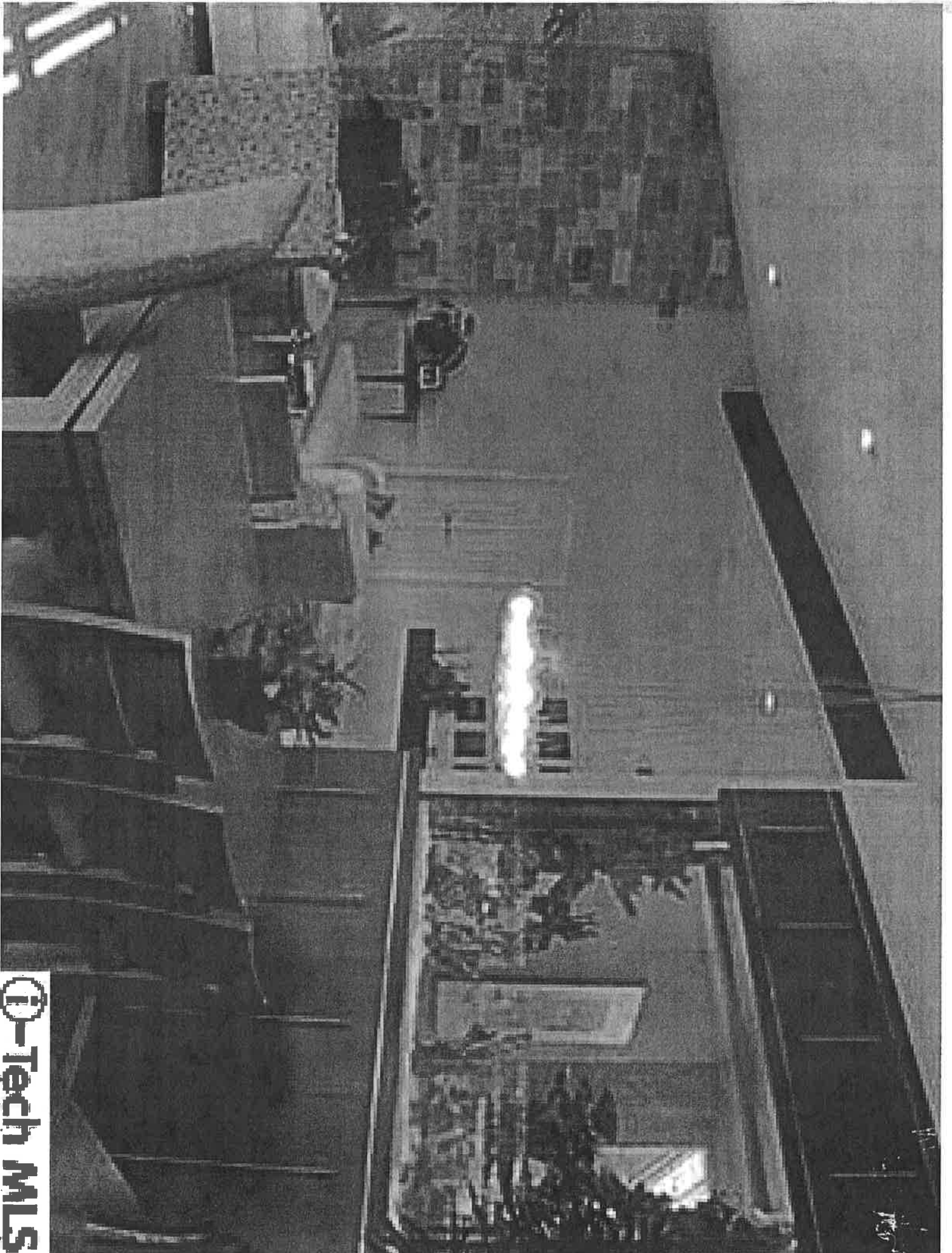
**i-Tech MILS**



**i-Tech MILS**



**i-Tech MILS**

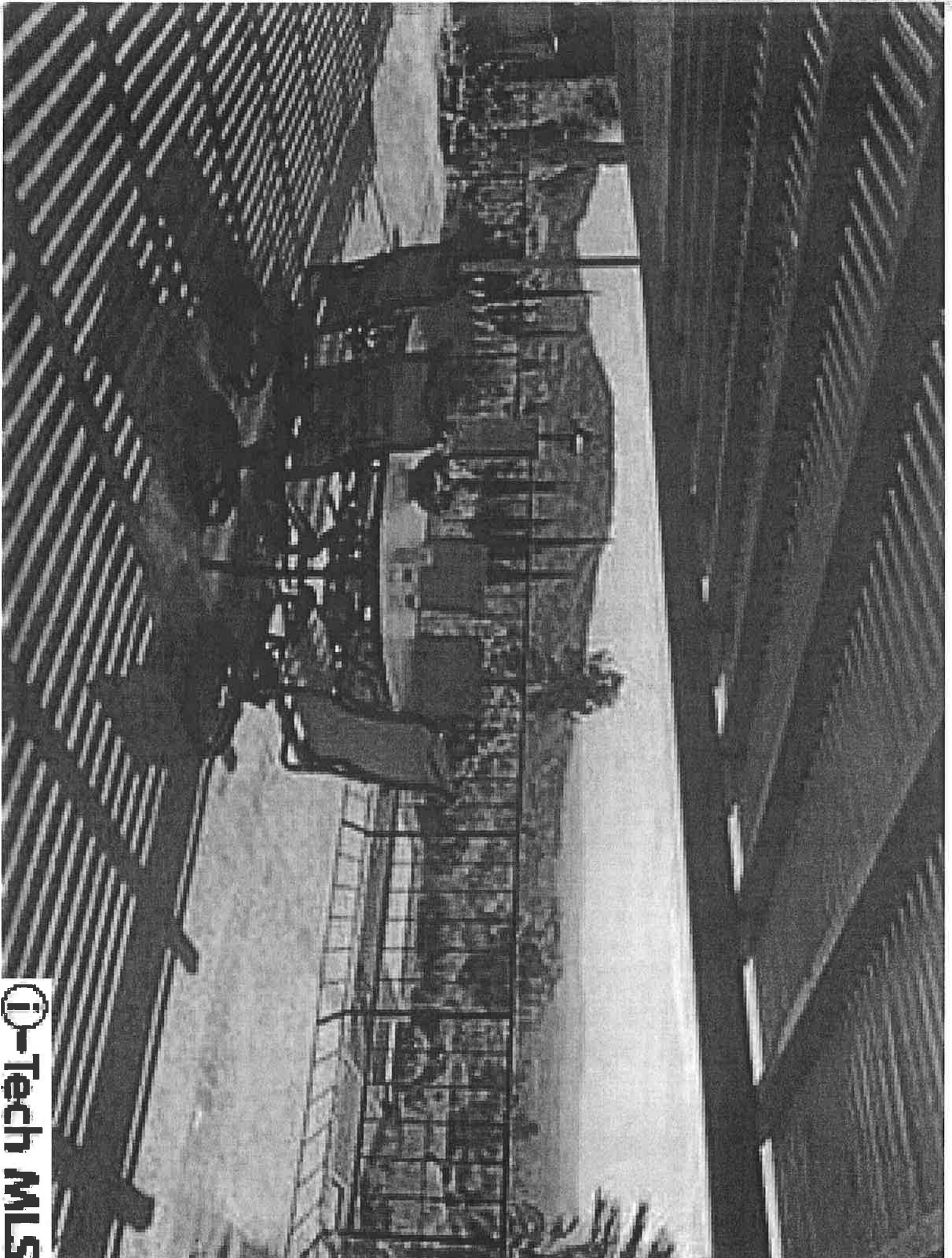


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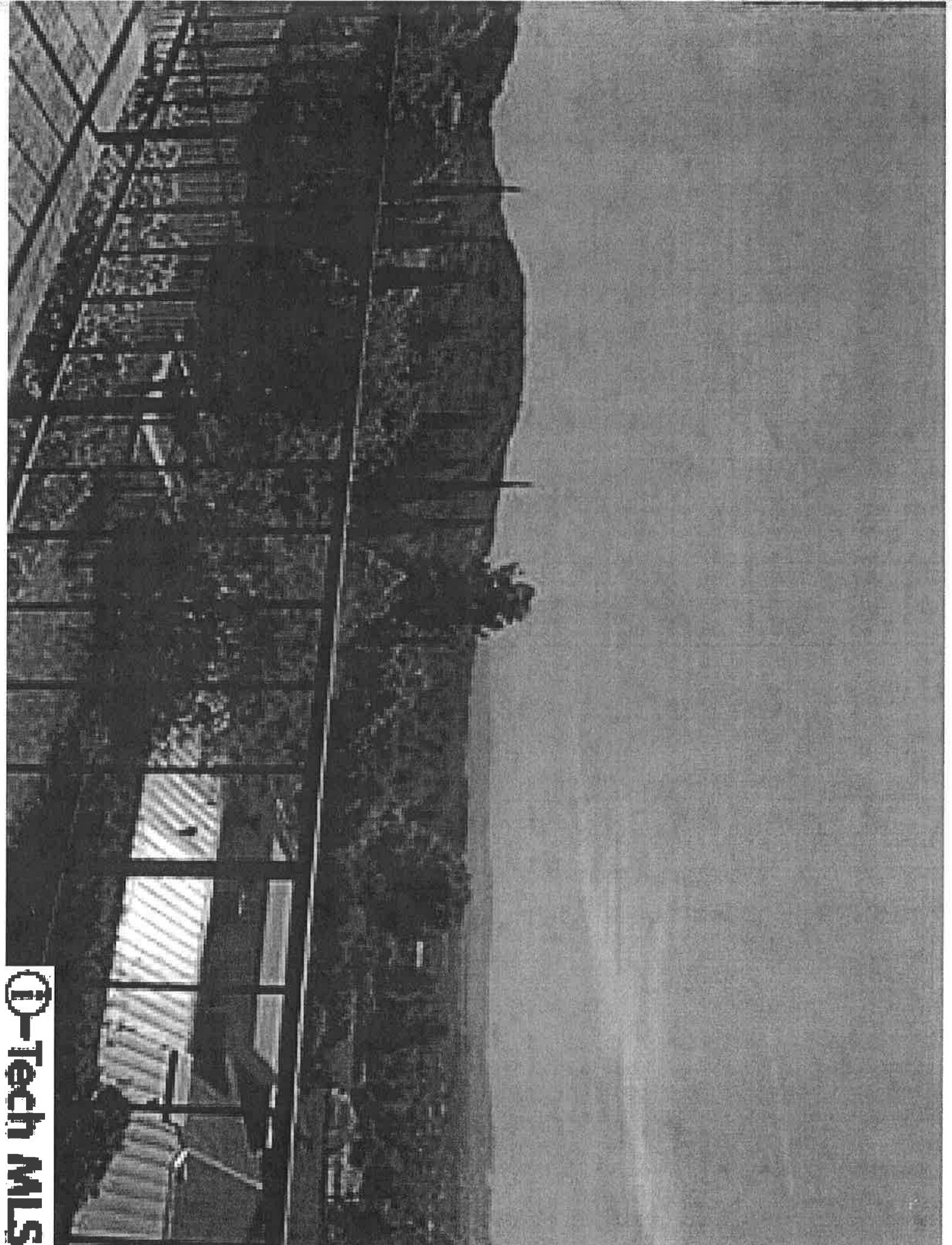




**i-Tech MILS**



**i-Tech MILS**



**!-Tech MLS**

# EXHIBIT 11

U.S. Department of Commerce

Home Blogs About Us Index A to Z Glossary FAQs

People Business Geography Data Research Newsroom

State &amp; County QuickFacts

## Sierra Madre (city), California

People QuickFacts	Sierra Madre	California
Population, 2012 estimate	11,016	38,041,430
Population, 2010 (April 1) estimates base	10,917	37,253,956
Population, percent change, April 1, 2010 to July 1, 2012	0.9%	2.1%
Population, 2010	10,917	37,253,956
Persons under 5 years, percent, 2010	4.7%	6.8%
Persons under 18 years, percent, 2010	19.2%	25.0%
Persons 65 years and over, percent, 2010	17.4%	11.4%
Female persons, percent, 2010	52.7%	50.3%
<hr/>		
White alone, percent, 2010 (a)	82.1%	57.6%
Black or African American alone, percent, 2010 (a)	1.8%	6.2%
American Indian and Alaska Native alone, percent, 2010 (a)	0.4%	1.0%
Asian alone, percent, 2010 (a)	7.6%	13.0%
Native Hawaiian and Other Pacific Islander alone, percent, 2010 (a)	0.1%	0.4%
Two or More Races, percent, 2010	4.3%	4.9%
Hispanic or Latino, percent, 2010 (b)	14.9%	37.6%
White alone, not Hispanic or Latino, percent, 2010	72.3%	40.1%
<hr/>		
Living in same house 1 year & over, percent, 2007-2011	91.9%	84.2%
Foreign born persons, percent, 2007-2011	12.9%	27.2%
Language other than English spoken at home, percent age 5+, 2007-2011	16.6%	43.2%
High school graduate or higher, percent of persons age 25+, 2007-2011	96.5%	80.8%
Bachelor's degree or higher, percent of persons age 25+, 2007-2011	57.4%	30.2%
Veterans, 2007-2011	791	1,997,566
Mean travel time to work (minutes), workers age 16+, 2007-2011	29.3	27.0
<hr/>		
Housing units, 2010	5,113	13,680,081
Homeownership rate, 2007-2011	61.8%	56.7%
Housing units in multi-unit structures, percent, 2007-2011	23.1%	30.8%
Median value of owner-occupied housing units, 2007-2011	\$770,500	\$421,600
Households, 2007-2011	4,593	12,433,172
Persons per household, 2007-2011	2.35	2.91
Per capita money income in the past 12 months (2011 dollars), 2007-2011	\$52,221	\$29,634
Median household income, 2007-2011	\$84,487	\$61,632
Persons below poverty level, percent, 2007-2011	8.6%	14.4%
<hr/>		
Business QuickFacts	Sierra Madre	California
Total number of firms, 2007	1,912	3,425,510
Black-owned firms, percent, 2007	F	4.0%
American Indian- and Alaska Native-owned firms, percent, 2007	F	1.3%
Asian-owned firms, percent, 2007	S	14.9%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.3%
Hispanic-owned firms, percent, 2007	S	16.5%
Women-owned firms, percent, 2007	30.0%	30.3%
<hr/>		
Manufacturers shipments, 2007 (\$1000)	NA	491,372,092
Merchant wholesaler sales, 2007 (\$1000)	D	598,456,486
Retail sales, 2007 (\$1000)	16,217	455,032,270
Retail sales per capita, 2007	\$1,513	\$12,561

Accommodation and food services sales, 2007 (\$1000) 6,672 80,852,787

<b>Geography QuickFacts</b>	<b>Sierra Madre</b>	<b>California</b>
Land area in square miles, 2010	2.95	155,779.22
Persons per square mile, 2010	3,696.9	239.1
FIPS Code	71806	06
Counties		

(a) Includes persons reporting only one race.  
 (b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information  
 F: Fewer than 25 firms  
 FN: Footnote on this item for this area in place of data  
 NA: Not available  
 S: Suppressed, does not meet publication standards  
 X: Not applicable  
 Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, County Business Patterns, Economic Census, Survey of Business Owners, Building Permits, Census of Governments  
 Last Revised: Thursday, 27-Jun-2013 13:55:55 EDT

# EXHIBIT 12

On August 28, 2013, Barry Keuroghelian provided the following explanation/narrative of surveillance of Dr. Gary Woods, which had previously been documented with a spreadsheet, attached, and photographs disclosed on the FireGaryWoods.com website.

1. On February 19, 2013, at approximately 6:11 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed a dark Lexus GS350 (License # 6JJZ318) and a Silver Mustang convertible (License # 6RUY519) in the driveway of that residence. A photograph is attached hereto as Exhibit A. I noticed that the interior lights were on inside the home (visible from far left window) as I was parked at the end of the cul-de-sac.

2. That same day, at approximately 7:25 a.m., I observed the Lexus GS350 (License # 6JJZ318) parked in the staff parking lot at Pasadena City College. A photograph is attached in Exhibit A (the second photograph in that exhibit).

3. Later that day, at approximately 11:21 a.m., I arrived at 450 N. Soldano Avenue, Azusa, California 91702 (a 55+ Community). I rang the doorbell, but no one answered the door in unit 242. There was no evidence of occupancy. I left a business card stuck in the doorjamb and took a photograph. A photograph is attached hereto as Exhibit B.

4. On February 20, 2013, at approximately 6:20 a.m., took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed a Lexus GS350 (License # 6JJZ318) and a Silver Mustang convertible (License # 6RUY519) in the driveway. A photograph is attached hereto as Exhibit C.

5. That same day, at approximately 7:45 a.m., I observed Dr. Gary Woods (the "Subject"), driving the Lexus GS350 (License # 6JJZ318), pull into the staff parking lot at Pasadena City College and then exit the vehicle. I took a photograph of said vehicle and video of the car pulling into the parking lot and the Subject walking towards campus. A photograph of the vehicle is attached hereto as Exhibit D.

6. Later that day, at approximately 8:40 a.m., I travelled to 450 N. Soldano Avenue, Azusa, California 91702 (a 55+ Community). I rang the doorbell, but no one answered the door



in unit 242. There was no evidence of occupancy. My business card was still in the doorjamb, which indicated that the door had not been opened. A photograph is attached hereto as Exhibit E.

7. On February 20, 2013, at approximately 12:08 p.m., I took a position near, and waited for the Subject to arrive at, the 1212 Arno Drive, but I did not observe him.

8. On February 21, 2013, at approximately 6:30 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed a Lexus GS350 (License # 6JJZ318) parked in the driveway. I was able to obtain a photograph and video of said vehicle. A photograph is attached hereto as Exhibit F.

9. That same day at 7:28 a.m., I observed the Lexus GS350 (License # 6JJZ318) arrive at Pasadena City College, where the Subject pulled into the staff parking. A photograph is attached hereto as Exhibit G.

10. Later that day, at approximately 12:51 p.m., I travelled to 450 N. Soldano Avenue, Azusa, California 91702 (a 55+ Community). I rang the doorbell, but no one answered the door in unit 242. There was no evidence of occupancy. My business card was still in the doorjamb, which indicated that the door had not been opened. A photograph is attached hereto as Exhibit H. I noticed that, although most units have furniture, barbeques and/or plants on their patios and decks, there was nothing on the deck of unit 242.

11. On February 21, 2013, at approximately 8:56 p.m., I returned to 1212 Arno Drive, Sierra Madre, California 91024. I observed the Lexus GS350 (License # 6JJZ318) and a Matrix (License # 5NHD165) in the driveway. I was able to obtain a photograph and video of said vehicles. A photograph is attached hereto as Exhibit I.

12. On February 22, 2013, at approximately 6:32 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed the Lexus GS350 (License # 6JJZ318) and a dark Toyota Matrix (License # 5NHD165). I was able to obtain a photograph and video of said vehicles. A photograph is attached hereto as Exhibit J.

13. That same day at approximately 7:02 a.m., I followed the Subject to 848 W. Huntington Drive and observed the Lexus GS350 (License # 6JJZ318) pull into the garage for Unit #2.

14. At approximately 7:40 a.m. on February 22, 2013, I observed the Lexus GS350 (License # 6JJZ318) parked in the staff parking lot at Pasadena City College. A photograph of the vehicle is attached hereto as Exhibit K.

15. On February 26, 2013, at approximately 6:38 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed the Lexus GS350 (License # 6JJZ318) parked in the driveway. I was able to obtain a photograph and video of said vehicle. A photograph is attached hereto as Exhibit L. Shortly thereafter, I observed the Subject getting gas for the Lexus GS350 at the Arco Station located at the intersection of Santa Anita and Foothill.

16. That same day, at approximately 7:15 a.m., I travelled to 450 N. Soldano Avenue, Azusa, California 91702 (a 55+ Community). I noticed that my business card had been removed from the doorjamb of unit 242 and placed a leaf in the corner of the door. A photograph is attached hereto as Exhibit M.

17. On February 26, 2013, at approximately 9:10 p.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. At approximately 9:20 p.m., I observed the Subject driving the Lexus GS350 (License # 6JJZ318) and pulling into the driveway of the residence. I was able to obtain a photograph and video of said vehicle. A photograph is attached hereto as Exhibit N.

18. On February 27, 2013, at approximately 6:27 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed the Lexus GS350 (License # 6JJZ318) in the driveway. A photograph is attached hereto as Exhibit O.

19. That same day, at approximately 7:45 a.m., I observed the Lexus GS350 (License # 6JJZ318) parked in the staff parking lot of Pasadena City College. A photograph is attached hereto as Exhibit P.

20. On February 28, 2013, at approximately 6:38 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed the Lexus GS350 (License # 6JJZ318) and a Toyota Matrix (License # 5NHD165) in the driveway. A photograph is attached hereto as Exhibit Q.

21. That same day, at approximately 6:54 a.m., I took a position near 848 W. Huntington Drive and observed a Dark Lexus GS350 (License # 6JJZ318) pull into the garage for Unit #2.

22. On February 28, 2013, at approximately 7:48 a.m., I observed the Lexus GS350 (License # 6JJZ318) parked in the staff parking lot at Pasadena City College. A photograph of the vehicle is attached hereto as Exhibit R.

23. Later that same day, at approximately 9:08 a.m., I travelled to 450 N. Soldano Avenue, Azusa, California 91702 (a 55+ Community). I noticed that the leaf had dropped from the doorjamb, so I placed a piece of clear tape on the bottom right corner of the door connecting the door to the doorjamb. A photograph is attached hereto as Exhibit S.

24. On March 1, 2013, at approximately 6:32 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed the Lexus GS350 (License # 6JJZ318) and a Toyota Matrix (License # 5NHD165) in the driveway. I was able to take a photograph and video of said vehicles. A photograph is attached hereto as Exhibit T (first photo in exhibit). At approximately 7 a.m., I observed the Subject driving south on Santa Anita and turning right onto Foothill Blvd.

25. That same day, at approximately 7:48 a.m., I observed the Lexus GS350 (License # 6JJZ318) parked in the staff parking lot of Pasadena City College. A photograph of the vehicle is attached hereto as Exhibit T (second photo in exhibit).

26. On March 4, 2013, at approximately 6:37 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed the Lexus GS350 (License # 6JJZ318) in the driveway. A photograph is attached hereto as Exhibit U.

27. That same day, at approximately 6:51 a.m., I travelled to 848 W. Huntington Drive and observed that the Lexus GS350 (License # 6JJZ318) was not there. I waited in position until 7:18 a.m., however, the Subject did not arrive.

28. Also on March 4, 2013, at approximately 7:35 a.m., I arrived at Pasadena City College and observed that the Lexus GS350 (License # 6JJZ318) was not there. I remained in position until 7:50 a.m., however, the Subject was not observed.

29. Later that day, at approximately 8:21 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024 address and observed the Lexus GS350 (License # 6JJZ318) in the driveway. I remained in position until approximately 8:30 a.m. and did not observe the Subject or movement of the Lexus GS350. A photograph is attached hereto as Exhibit V.

30. On March 5, 2013, at approximately 6:39 a.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed the Lexus GS350 (License # 6JJZ318) in the driveway. A photograph is attached hereto as Exhibit W.

31. That same day, at approximately 6:53 a.m., I travelled to 848 W. Huntington Drive and observed that the Lexus GS350 (License # 6JJZ318) was not there. I waited in position until 7:29 a.m., however, the Subject did not arrive.

32. Then, at approximately 7:34 a.m., I arrived at 1212 Arno Drive, Sierra Madre, California 91024 address and observed the Lexus GS350 (License # 6JJZ318) in the driveway. I remained in position until approximately 8:06 a.m. and did not observe the Subject or movement of the Lexus GS350.

33. Later on March 5, 2013, at approximately 1:58 p.m., I travelled to 450 N. Soldano Avenue, Azusa, California 91702 (a 55+ Community). I observed that the tape I had previously placed on the door was broken, suggesting that the door had been opened. I removed tape and applied clear tape to the door and doorjamb, as before. A photograph is attached hereto as Exhibit X. I observed the area until 3:20 p.m., but did not observe the Subject or his automobile.

34. That evening, at approximately 6:49 p.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. Upon my arrival, the Lexus GS350 (License # 6JJZ318) was not in the driveway. However, at approximately 8:22 p.m., I observed the Subject arrive at that address in the Lexus GS350 and part in his driveway. I was able to take a photograph and video of said vehicle. A photograph is attached hereto as Exhibit Y.

35. On May 7, 2013, at approximately 7:55 p.m., I took a position near 1212 Arno Drive, Sierra Madre, California 91024. I observed the Lexus GS350 (License # 6JJZ318) parked in front of the house, against the curb in front of the mailbox.

36. A spreadsheet showing my activities is attached as Exhibit Z.

# EXHIBIT A







# EXHIBIT B



# EXHIBIT C



# EXHIBIT D



# EXHIBIT E





# EXHIBIT F



# EXHIBIT G



# EXHIBIT H



# EXHIBIT I





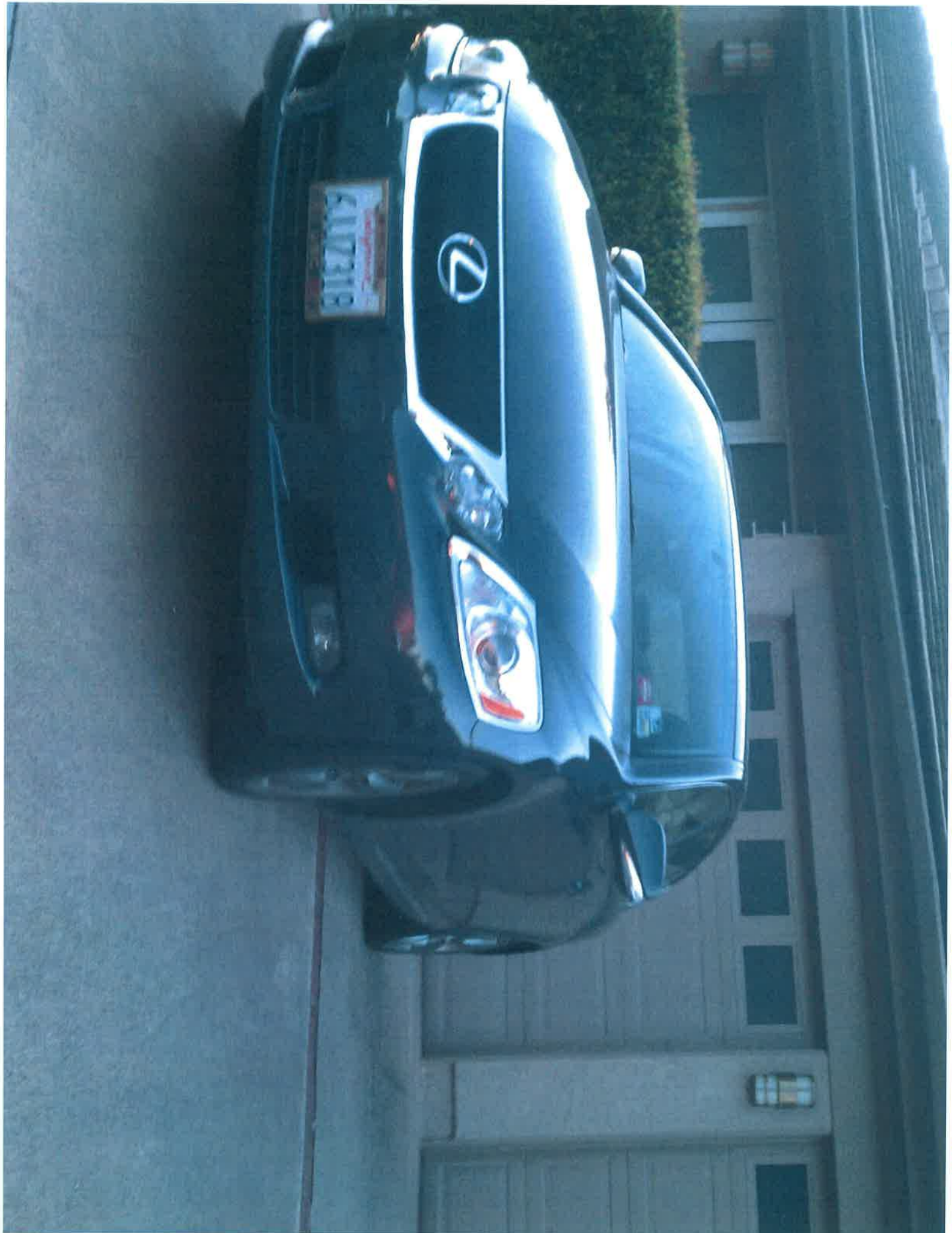
# EXHIBIT J



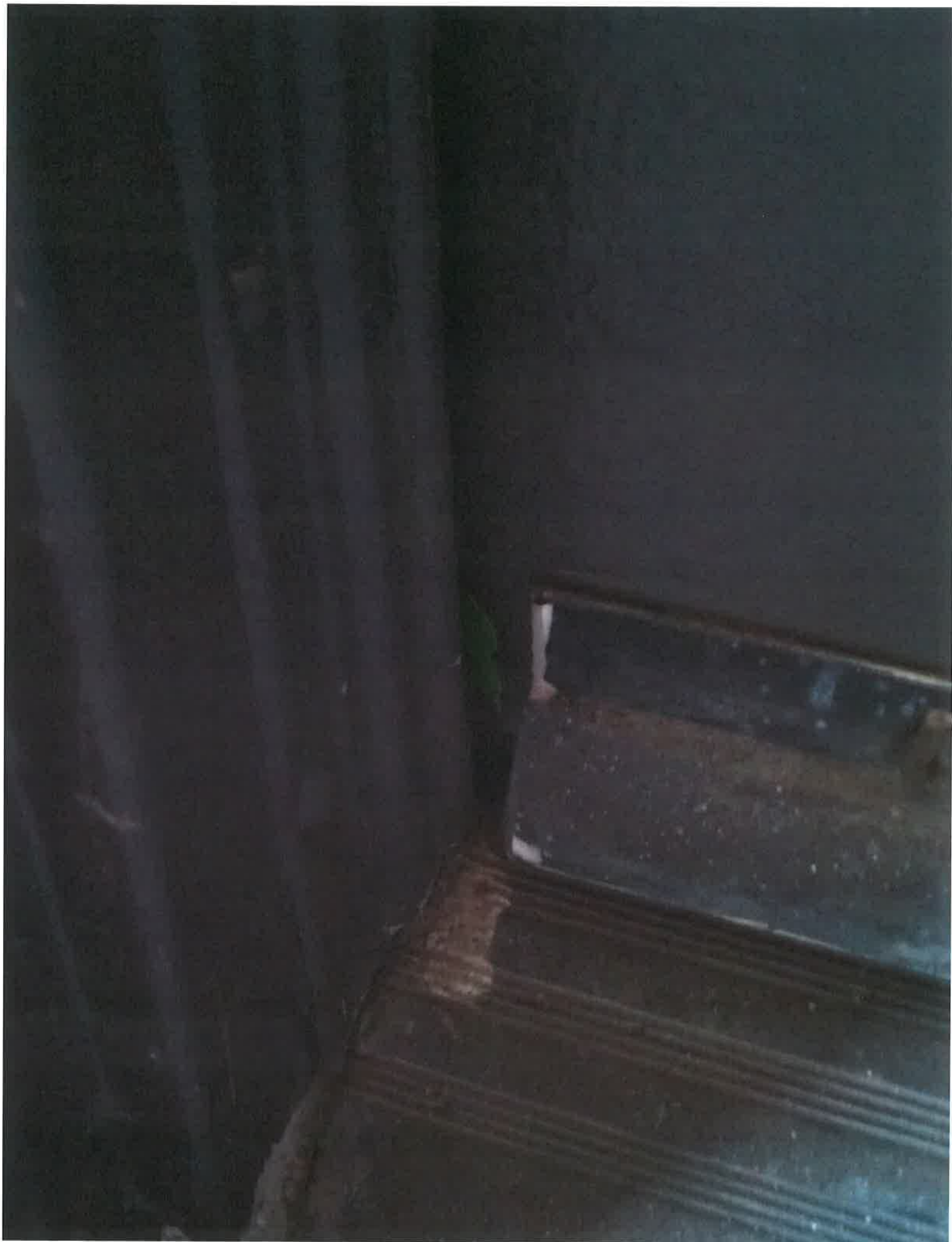
# EXHIBIT K



# EXHIBIT L



# EXHIBIT M





# EXHIBIT N

6117318



# EXHIBIT O



# EXHIBIT P



# EXHIBIT Q





# EXHIBIT R



California  
6JJ7318

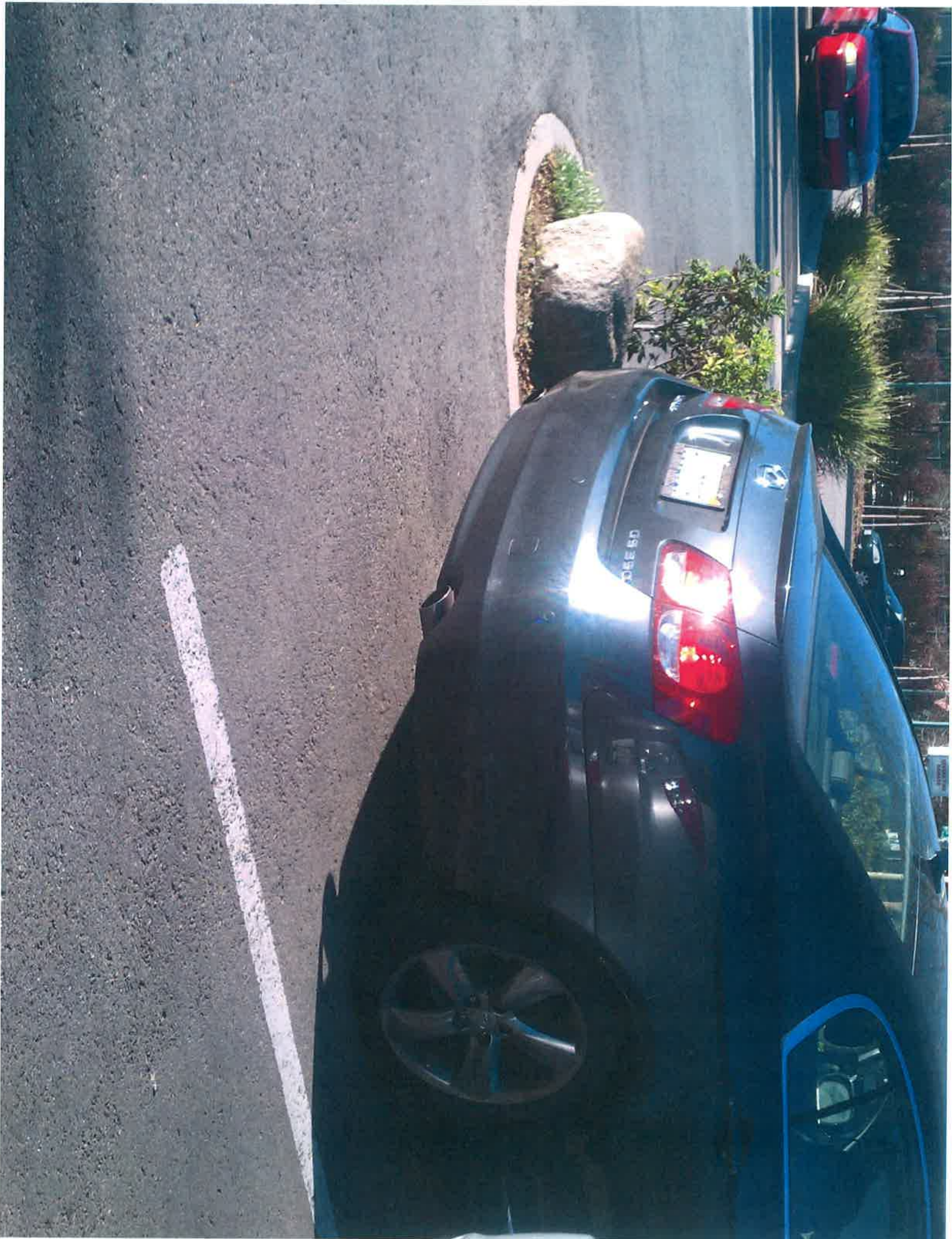
# EXHIBIT S





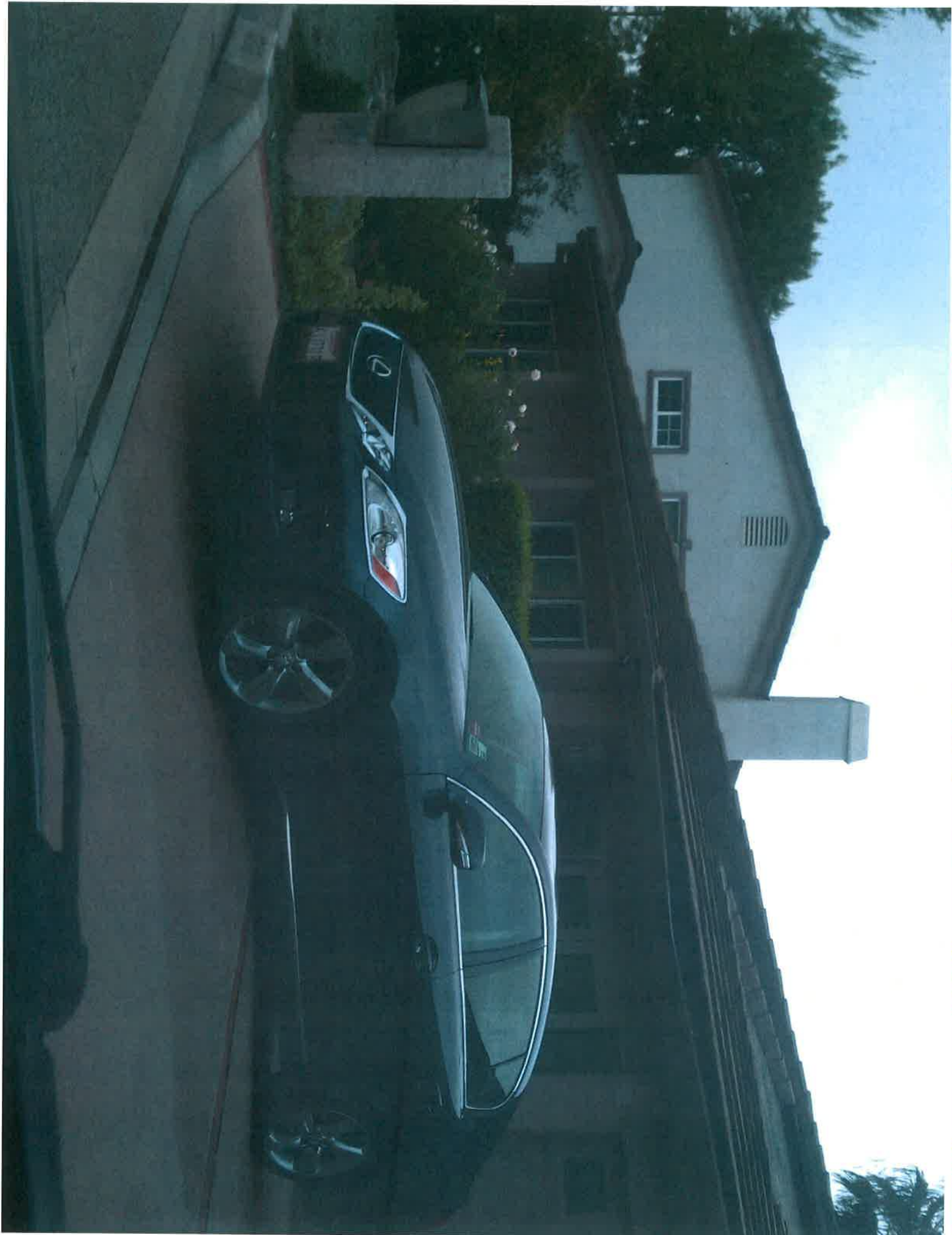
# EXHIBIT T







# EXHIBIT U



# EXHIBIT V



# EXHIBIT W



# EXHIBIT X





# EXHIBIT Y



# EXHIBIT Z

Date	Location	Arrival Time	Miles Driven	Observation	Evidence	Departure Time	Notes
2/19/2013	Office					5:22am	
2/19/2013	1212 Arno	6:11am	43.2	Dark Lexus GS350 (Lic# 6JJZ318) and Silver Mustang conv (Lic# 6RUY519) in driveway	Photograph	6:57am	Interior lights on inside the home (visible from far left window) - Parked at end of culdesac
2/19/2013	Pasadena City College	7:25am	7.8	Dark Lexus GS350 (Lic# 6JJZ318) Parked in Staff lot 1	Obtained visual	7:50am	Dark Blue/Gray Lexus GS350 4-dr with moonroof
2/19/2013	450 N Soldano	11:21am	14.6	No one home, no evidence of occupancy	Left a business card and took photograph	11:38am	Gated community
2/19/2013	Pasadena City College	11:43am	14.3	GS350 (Lic# 6JJZ318) in same parking spot	Photographed GS350 and Staff permit	12:04pm	
2/19/2013	Office	12:51pm	31.6				
		Total Miles	111.5				

Date	Location	Arrival Time	Miles Driven	Observation	Evidence	Departure Time	Notes
2/20/2013	Office					5:26am	
2/20/2013	1212 Arno	6:20am	43.2	Dark Lexus GS350 (Lic# 6JJZ318) Parked in driveway with silver mustang (Lic# 6RUY519)	Photograph	6:54am	
2/20/2013	Pasadena City College	7:47am	7.8	Dark Lexus GS350 (Lic# 6JJZ318) Parked in staff parking	Photo of car, video of parking, and Woods in elevator	8:15am	
2/20/2013	450 N Soldano	8:40am	14.8	No change (business card still in door)	Photograph	9:15am	
2/20/2013	1212 Arno	12:08pm	10.3			12:45pm	Waited for woods (no visual)
2/20/2013	Office	10:22am	42.8				
		Total Miles	118.9				

Date	Location	Arrival Time	Miles Driven	Observation	Evidence	Departure Time	Notes
2/21/2013	Office					6:38am	
2/21/2013	1212 Arno	6:30am	43.1	Dark Lexus GS350 (Lic# 6JJZ318) in driveway	Photograph and video	6:57am	
2/21/2013	Pasadena City College	7:28am	7.6	Dark Lexus GS350 (Lic# 6JJZ318) Pulled into driveway	Photograph	8:40am	Did not see where he parked
2/21/2013	450 N Soldano	12:51pm	14.5	No change (business card still in door)	Photograph	1:09pm	Nothing on patio
2/21/2013	Office	1:54pm	44			7:30pm	
2/21/2013	1212 Arno	8:56pm	42.8	Dark Lexus GS350 (Lic# 6JJZ318) in driveway with matrix (Lic# 5NHD165)	Photograph and Video	9:02pm	
2/21/2013	Office	9:54pm	39.2				
		Total Miles	191.2				

Date	Location	Arrival Time	Miles Driven	Observation	Evidence	Departure Time	Notes
2/22/2013	Office					5:22am	
2/22/2013	1212 Arno	6:32am	42.8	Dark Lexus GS350 (Lic# 6JJZ318) and Dark Toyota Matrix (Lic# 5NHD165)	Photograph and video	6:52am	
2/22/2013	848 W Huntington Dr	7:02am	4.7	Dark Lexus GS350 (Lic# 6JJZ318) Parked in garage for unit #2	Video	7:24am	Pulled into garage with Green ford explorer (Lic# 2ZIK665)
2/22/2013	Pasadena City College	7:40am	6.8	Dark Lexus GS350 (Lic# 6JJZ318) Parked in staff Parking lot	Photograph	7:55am	
2/22/2013	Office	8:50am	33.8				
		Total Miles	88.1				





Date	Location	Arrival Time	Miles Driven	Observation	Evidence	Departure Time	Notes
2/27/2013	Office					5:31am	
2/27/2013	1212 Arno	6:27am	42.8	Dark Lexus GS350 (Lic# 6JJZ318) in driveway	Photogtaph	6:40am	
2/27/2013	Pasadena City College	7:45am	7.8	Dark Lexus GS350 (Lic# 6JJZ318) Parked in staff Parking lot	Photogtaph	8:15am	
2/27/2013	Office	9:22am	32.8				
		Total Miles	83.4				

Date	Location	Arrival Time	Miles Driven	Observation	Evidence	Departure Time	Notes
2/28/2013	Office					5:40am	
2/28/2013	1212 Arno	6:38am	42.3	Dark Lexus GS350 (Lic# 6JJZ318) in driveway with Toyota Matrix (Lic# 5NHD165)	Photograph	6:49am	
2/28/2013	850 W Huntington Dr	6:54am	4.5	Dark Lexus GS350 (Lic# 6JJZ318) Parked in garage for unit #2	Photograph and Video	7:28am	Pulled into garage with Green ford explorer (Lic# 2ZIK665)
2/28/2013	Pasadena City College	7:48am	6.4	Dark Lexus GS350 (Lic# 6JJZ318) Parked in staff Parking lot	Photograph	8:28am	
2/28/2013	450 N Soldano	9:08am	14.8	Leaf dropped. Replaced leaf.	Photograph	9:22am	(Taped bottom right corner of door)
2/28/2013	Office	10:39am	42.2				
		Total Miles	110.2				

Date	Location	Arrival Time	Miles Driven	Observation	Evidence	Departure Time	Notes
3/1/2013	Office					5:40am	
3/1/2013	1212 Arno	6:32am	44.1	Dark Lexus GS350 in driveway with Toyota Matrix (Lic# 5NHD165)	Photograph and Video	6:57am	South on Santa Anita and turned R on Foothill at 7am
3/1/2013	Pasadena City College	7:48am	8.1	Dark Lexus GS350 (Lic# 6JIZ318) Parked in staff Parking lot	Photograph	8:18am	
3/1/2013	Office	9:30am	31.6				
		Total Miles	83.8				

Date	Location	Arrival Time	Miles Driven	Observation	Evidence	Departure Time	Notes
3/4/2013	Office					5:48am	
3/4/2013	1212 Arno	6:37am	42.8	Dark Lexus GS350 in driveway	Photograph	6:45am	
3/4/2013	848 W Huntington Dr	6:51am	4.4	No Lexus GS350 (Lic# 6JJZ318)	N/A	7:18am	Woods did not show up
3/4/2013	Pasadena City College	7:35am	6.5	No Lexus GS350 (Lic# 6JJZ318)	N/A	7:50am	Woods did not go to class
3/4/2013	1212 Arno	8:21am	7.5	Dark Lexus GS350 (Lic# 6JJZ318) in driveway	N/A	8:30am	Woods did not leave house
3/4/2013	Office	9:41am	32.6				
		Total Miles	93.8				

Date	Location	Arrival Time	Miles Driven	Observation	Evidence	Departure Time	Notes
3/5/2012	Office					5:48am	
3/5/2012	1212 Arno	6:39am	41.6	Dark Lexus GS350 (Lic# 6JJZ318) in driveway	Photograph	6:46am	
3/5/2012	848 W Huntington Dr	6:53am	4.5	No Lexus GS350 (Lic# 6JJZ318)	N/A	7:29am	Woods did not show up
3/5/2012	1212 Arno	7:34am	4.3	Dark Lexus GS350 (Lic# 6JJZ318) in driveway	N/A	8:06am	Woods did not leave house
3/5/2012	450 N Soldano	1:58pm	10.6	Tape broken. Removed tape and re-taped.	Photograph	3:20pm	Waited for woods to pick up mail (no visual)
3/5/2012	Office	4:15pm	45.7			5:40pm	
3/5/2012	1212 Arno	6:49pm	43.2	Dark Lexus GS350 (Lic# 6JJZ318) in driveway	Photograph and video	8:35pm	Woods arrived at 8:22pm
3/5/2012	Office	9:20pm	39.1				
		Total Miles	189				



# EXHIBIT 13

## Chris Keeler

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**From:** Bruce Langford <Blangford@CITRUSCOLLEGE.EDU>  
**Sent:** Thursday, September 05, 2013 7:52 AM  
**To:** Chris Keeler  
**Subject:** RE: Request

Given that the email was read at the Forum per Dr. Wood's request, this would not seem to violate any personal communication issues.

The email is below.

Bruce Langford

**From:** Gary L. Woods [<mailto:GLWOODS@pasadena.edu>]  
**Sent:** Wednesday, September 04, 2013 1:45 PM  
**To:** Bruce Langford  
**Cc:** 'ccclarion@hotmail.com'; 'melissa.masatani'  
**Subject:** Candidates forum

Bruce:

I talked with Melissa Masatani of the San Gabriel Tribune yesterday, and she notified me that there is a candidates forum Wednesday (today) at 2:30 p.m.

Since I did not receive notice of this either at my residence, or by e-mail, I was not able to make arrangements at work to have the time to attend the forum. As you are probably aware, I teach until 6:10 p.m. on Wednesday, and we are one week into the new semester. I am sure that you will understand that the students come first, so I cannot cancel classes since students are trying to register and get their credits to transfer. I have been on the Board for 32 years, an educator for 42 years and I believe that my positions are very well known.

I would appreciate it if you would read this statement to the audience at the forum.

Thank you  
Dr. Woods

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**From:** Chris Keeler [<mailto:ckeeler@fagenfriedman.com>]  
**Sent:** Wednesday, September 04, 2013 8:50 PM  
**To:** Bruce Langford  
**Subject:** Request

Mr. Langford,

I am an attorney for Citrus College. I understand that Dr. Woods requested that you read, at the beginning of the candidates' forum today, an email message from him. Would you please forward a copy of that email message to my attention? It appears you would not be breaching any confidences, given that Dr. Woods requested that you make the content of that email public.

Please let me know if you have any questions.

Thanks in advance.



Chris Keeler  
Fagen Friedman & Fulfroft

## Chris Keeler

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**From:** John Fincher <JFincher@CITRUSCOLLEGE.EDU>  
**Sent:** Wednesday, September 04, 2013 10:58 PM  
**To:** Chris Keeler  
**Subject:** Re: Invitation to Candidates' Forum  
**Attachments:** You are invited to the Citrus College Faculty Forum for Area 1 candidates will be Wednesday.docx

Chris:

Good to hear from you.

It was mailed to him, first class, last week to the Azusa address he has listed as his 'official' address:

450 N SOLDANO AVE. #242F  
AZUSA, CA 91702

Please note an attachment of the invitation. I believe the date was August 27, 2013. Due to the fact I knew that Mr. Woods may question my integrity on this issue, I had a middle-level administrator take, identify and place the letter in the outgoing mail. If you would like to speak to this individual, I will be happy contact them on your behalf.

Additionally, he was informed via the Trustee Update from Christine Link (BOT Admin Assistant) last Friday. The following is from her:

The following information was included in the 8/30/13 Trustee Update

· September 4, 2013 – *CCFA's Candidates Forum @ Citrus College, CI 159; 2:30 to 3:30 p.m.*

Therefore, he was notified TWICE. The other candidates were notified ONCE.

Thanks,

John

John Fincher  
Professor, Speech Communication



1000 W. Foothill Blvd.  
Glendora, California 91741  
(626) 852-8094

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**From:** Chris Keeler <[ckeeler@fagenfriedman.com](mailto:ckeeler@fagenfriedman.com)>  
**Date:** Wednesday, September 4, 2013 8:53 PM

**To:** John Fincher <[jfincher@citruscollege.edu](mailto:jfincher@citruscollege.edu)>

**Subject:** Invitation to Candidates' Forum

Mr. Fincher,

I have been informed that Dr. Woods claimed that he did not receive an invitation to the candidates' forum (held today) by mail at his residence. Can you inform me when the invitation was mailed, that it was mailed via regular U.S. mail, and of the address to which the invitation was sent?

Thanks in advance.

Chris Keeler

# EXHIBIT 14

September 8, 2013

Chris Keeler  
Attn: Chris

Re: Gary Woods

**This is a confidential report prepared for and directed to Chris Keeler**

Dear Chris,

Per your request, I conducted an investigation regarding a surveillance assignment. I was given investigative instructions on the above referenced matter. The following is the report of the investigation conducted on September the 5<sup>th</sup>, 6<sup>th</sup> and the 7<sup>th</sup> 2013.

**Investigation**

**Thursday, September 5, 2013**

6:15 a.m. Investigator Cardenas departed the office for this assignment.

6:27 a.m. Investigator Cardenas arrived at Mr. Woods' residence located at 1212 Arno Drive, Sierra Madre, CA 91024. The residence can be described as a tan stucco construction, single family dwelling with an attached three car garage. Parked in the driveway was silver, 2013 Jaguar sedan bearing Rusnak dealer paper plates, and a dark blue, 2009 Toyota Matrix bearing CA plates: 5NHD165. With no activity to report at this time, surveillance was established to monitor the front of the residence.

6:48 a.m. A male subject matching Mr. Woods' description pulled out of the garage in a black Lexus GS 350 bearing CA plates: 6JJZ318 and continued south-bound on Santa Anita Avenue. Moments later view of the vehicle was lost due to heavy traffic conditions. **(Video Footage Obtained)**

7:00 a.m. The immediate area and the Pasadena City College area was canvassed in an attempt to locate the vehicle but was unable to do so.

8:15 a.m. Surveillance was discontinued due to lack of activity, and the investigator departed the vicinity.

8:30 a.m. The investigator arrived at his office.

**THIS REPORT PRIVILIGED AND CONFIDENTIAL ATTORNEY WORK PRODUCT**

*(Evening)*

4:00 p.m. Investigator Cardenas departed the office for this assignment.

4:15 p.m. Investigator Cardenas arrived at Mr. Woods' residence located at 1212 Arno Drive, Sierra Madre, CA 91024. There were no vehicles parked in the residence's driveway. With no activity to report, surveillance was established from a nearby location.

7:07 p.m. With no activity to report at this time, photographs were obtained to document the location.

9:54 p.m. Mr. Woods' vehicle (black Lexus GS 350 bearing CA plates: 6JJZ318) arrived at the residence and backed up into garage. **(Video Footage Obtained- Due to poor lighting conditions, the vehicle was not captured on video)**

10:30 p.m. Due to lack of activity, surveillance was discontinued and the investigator departed the vicinity.

10:45 p.m. The investigator arrived at his office.

### **Friday, September 6, 2013**

5:45 a.m. Investigator Cardenas departed the office for this assignment.

6:00 a.m. Investigator Cardenas arrived at Mr. Woods' residence located at 1212 Arno Drive, Sierra Madre, CA 91024. Parked in the driveway was a dark blue, 2009 Toyota Matrix bearing CA plates: 5NHD165. Garbage cans were out at the curb. With no activity to report at this time, surveillance was established to monitor the front of the residence.

6:41 a.m. With no activity to report at this time, video footage was obtained to document the location.

8:30 a.m. Due to lack of activity, surveillance was discontinued and the investigator departed the vicinity.

8:45 a.m. The investigator arrived at his office.

*(Evening)*

4:45 p.m. Investigator Cardenas departed the office for this assignment.

5:00 p.m. Investigator Cardenas arrived at Mr. Woods' residence located at 1212 Arno Drive, Sierra Madre, CA 91024. There were no vehicles parked in the residence's driveway. with no activity to report, surveillance was established from a nearby location.

6:09 p.m. With no activity to report at this time, video footage was obtained to document the location.

7:12 p.m. With no activity to report at this time, video footage was obtained to document the location.

10:43 p.m. Mr. Woods vehicle (black Lexus GS 350 bearing CA plates: 6JJZ318) arrived at the residence and backed into the center garage. **(Video Footage Obtained)**

11:30 p.m. Due to lack of activity, surveillance was discontinued and the investigator departed the vicinity.

11:45 p.m. The investigator arrived at his office.

### **Saturday, September 7, 2013**

6:15 a.m. Investigator Cardenas departed the office for this assignment.

6:30 a.m. Investigator Cardenas arrived at Mr. Woods' residence located at 1212 Arno Drive, Sierra Madre, CA 91024. Parked in the driveway was silver, 2013 Jaguar sedan bearing Rusnak dealer paper plates. With no activity to report at this time, surveillance was established to monitor the front of the residence.

6:42 a.m. A male subject matching Mr. Woods' description pulled out of the garage in a black Lexus GS 350 bearing CA plates: 6JJZ318 and continued south-bound on Santa Anita Avenue, and moments later entered the 210 east-bound Freeway. **(Video Footage Obtained)**

7:09 a.m. The subject arrived at 450 N. Soldano Avenue in the city Azusa, CA.

7:43 a.m. The subject departed the location in his vehicle and moments later entered the 210 west-bound Freeway.

7:50 a.m. The subject proceeded to drive his vehicle at a high rate of speed (approximately 80 mph) and then slowed his vehicle down below the posted speed limit. To avoid detection and compromising the case, the investigator drove past the subject and waited for him at Santa Anita Avenue and Foothill Blvd. in the city of Arcadia.

9:30 a.m. Due to lack of activity, surveillance was discontinued and the investigator departed the vicinity.

9:45 a.m. The investigator arrived at his office.

*(Evening)*

4:45 p.m. Investigator Cardenas departed the office for this assignment.

4:55 p.m. Investigator Cardenas arrived at Mr. Woods' residence located at 1212 Arno Drive, Sierra Madre, CA 91024. Parked in the driveway was a 2009 Toyota Matrix bearing CA plates: 5NHD165. With no activity to report, surveillance was established from a nearby location.

7:35 p.m. A male subject matching Mr. Woods' description, who was accompanied by an unknown female subject, pulled out of the garage in a black Lexus GS 350 bearing CA plates: 6JJZ318 and continued south-bound on Santa Anita Avenue.

7:49 p.m. The subject and his female companion entered arrived at and entered Cafe Fusion located at 510 E Live Oak Ave Arcadia, CA 91006, and entered out of view. **(Video Footage Obtained)**

10:10 p.m. The subject and his female companion exited the business and departed moments later. **(Video Footage Obtained)**

10:23 p.m. The subject and his female companion arrived at their residence in the city of Sierra Madre and backed up the vehicle into the garage. **(Video Footage Obtained)**

11:20 p.m. Due to lack of activity, surveillance was discontinued and the investigator departed the vicinity.

11:35 a.m. The investigator arrived at his office.

### Evidence

ITEM#	DESCRIPTION:	TIME:
01	TDK Mini DV 60	
01	Sony 8mm MP 120	

Investigation conducted and report prepared by:

Hector Cardenas, PI

**End of Report**

**THIS REPORT PRIVILIGED AND CONFIDENTIAL ATTORNEY WORK PRODUCT**



# EXHIBIT 15



## Pasadena Area Community College District

### Official Academic Salary Schedule

Effective July 1, 2007

### CONTRACT MONTHLY FACULTY

10-Month Contract Faculty – 10 payments per year

11-Month Contract Faculty – 11 payments per year

12-Month Contract Faculty – 12 payments per year

STEP Years of Experience	1 Class A Minimum Qualifications	2 Class B I. BA+54** or MA+18** II. Life+18** (incl. AA) or Equivalent***	3 Class C I. BA+72** or MA+36** II. Life+36** (incl. BA or BS)	4 Class D I. BA+90** or MA+54** II. Life+54** (incl. MA or MS)	5 Class E Doctorate Degree
1 - 6	5808.20	6064.44	6320.71	6576.94	7089.42
7	6064.44	6320.71	6576.94	6833.18	7345.66
8	6320.71	6576.94	6833.18	7089.42	7601.90
9	6576.94	6833.18	7089.42	7345.66	7858.14
10	6833.18	7089.42	7345.66	7601.90	8114.39
11	6833.18	7345.66	7601.90	7858.14	8370.64
12	6833.18	7345.66	7601.90	8114.39	8626.90
13	6833.18	7345.66	7601.90	8114.39	8626.90
*14	6833.18	7345.66	7601.90	8114.39	8626.90
15	7089.42	7601.90	7858.14	8370.64	8883.14
16	7089.42	7601.90	7858.14	8370.64	8883.14
17	7089.42	7601.90	7858.14	8370.64	8883.14
18	7345.66	7858.14	8114.39	8626.90	9139.40
19	7345.66	7858.14	8114.39	8626.90	9139.40
20	7345.66	7858.14	8114.39	8626.90	9139.40
21	7601.90	8114.39	8370.64	8883.14	9395.62
22	7601.90	8114.39	8370.64	8883.14	9395.62
23	7601.90	8114.39	8370.64	8883.14	9395.62
24	7858.14	8370.64	8626.90	9139.40	9651.85
25	7858.14	8370.64	8626.90	9139.40	9651.85
26	7858.14	8370.64	8626.90	9139.40	9651.85
27	8114.39	8626.90	8883.14	9395.62	9908.06
28	8114.39	8626.90	8883.14	9395.62	9908.06
29	8114.39	8626.90	8883.14	9395.62	9908.06
30	8370.64	8883.14	9139.40	9651.85	10164.37
31	8370.64	8883.14	9139.40	9651.85	10164.37
32	8370.64	8883.14	9139.40	9651.85	10164.37
33	8626.90	9139.40	9395.62	9908.06	10420.58

Classes B, C, D (Category I) Faculty in subject matter areas in which a bachelor's degree or higher is offered.

Classes B, C, D (Category II) Faculty in subject matter areas in which no bachelor's degree is offered (see reverse).

\* Initial placement of the schedule recognizes on a year-for-year basis up to 13 years of full-time suitable teaching experience and/or full-time vocational experience exceeding that required to meet minimum teaching qualifications. Double line indicates maximum limit for initial employment.

\*\* Upper division or graduate level semester units (convert quarter units to semester units by multiplying by 2/3). For full details see Article 12 of the PCC/CTA Contract.

\*\*\* 60 semester units.

Initial placement of the schedule recognizes on a year-for-year basis up to 13 years suitable teaching experience and/or vocational experience exceeding that required to meet minimum teaching qualifications.

**CLASS A**

Minimum Qualifications

**CLASS B**

- I. MA + 18 or BA + 54.
- II. Eighteen units beyond those required for the minimum qualifications, including an associate degree (or equivalent\*).

**CLASS C**

- I. MA + 36 or BA + 72.
- II. Thirty-six units beyond those required for the minimum qualifications, including a bachelor's degree.

**CLASS D**

- I. MA + 54 or BA + 90.
- II. Fifty-four (54) units beyond those required for minimum qualifications, including a master's degree.

**CLASS E**

- I. Possession of an earned doctorate for an accredited institution, or
- II. Following completion of a bachelor's degree, graduation from a three-year program at a professionally oriented institution which is accredited by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession and which institution is approved by the California Community Colleges Chancellor's Office, which degree can be translated to the equivalent of a doctorate.

**CLASSES B, C, D (Category II)**

Open only to faculty in the following subject matter areas in which no bachelor's degree is offered:

Administration of Justice	Fashion
Advertising/Graphic Design	Fire Technology
Automotive Technology	Food Services
Building Construction	Legal Assisting
Business Information Technology	Machine Shop Technology
Computer Information Systems	Medical Assisting
Cosmetology and Barbering	Photographic Technology/Commercial Photography
Dental Assisting	Printing Technology
Dental Hygiene	Radiologic Technology
Dental Laboratory Technology	Sign Art
Drafting--Mechanical Drafting	Telecommunications
Electrical Technology	Vocational Nursing
Electronics Technology	Welding
Emergency Medical Technology	
Environmental Technology	

\*60 semester units

# EXHIBIT 16

Monday, September 9, 2013

**THE STATE BAR OF CALIFORNIA**

## ATTORNEY SEARCH

## Gary Lewis Woods - #93065

**Current Status: Active**

This member is active and may practice law in California.

See below for more details.

**Profile Information**

*The following information is from the official records of The State Bar of California.*

<b>Bar Number:</b>	93065		
<b>Address:</b>	740 North Lake Avenue Pasadena, CA 91104 Map it	<b>Phone Number:</b>	(626) 791-5493
		<b>Fax Number:</b>	Not Available
		<b>e-mail:</b>	Not Available
<b>County:</b>	Los Angeles	<b>Undergraduate School:</b>	Univ of Southern Calif; Los Angeles CA
<b>District:</b>	District 2		
<b>Sections:</b>	None	<b>Law School:</b>	Southwestern Univ SOL; Los Angeles CA

**Status History**

Effective Date	Status Change
Present	Active
5/30/1980	Admitted to The State Bar of California

Explanation of member status

**Actions Affecting Eligibility to Practice Law****Disciplinary and Related Actions**

Overview of the attorney discipline system.

This member has no public record of discipline.

**Administrative Actions**

This member has no public record of administrative actions.

[Start New Search »](#)

# EXHIBIT 17



## WELCOME TO THE CALIFORNIA HORSE RACING BOARD

### License Number - 301943

Name	GARY LEWIS WOODS
Division	THOROUGHBRED
License Type	OWNER
Expiration Date	12/2014
Standing	In Compliance

[Go back and select another record](#)

[Go back and search again](#)

[Conditions of Use](#) | [Privacy Policy](#)

Copyright © 2013 California Horse Racing Board

[Acrobat Reader](#) enables you to view and print PDF files.

To incorporate the latest accessibility features download of the latest version of Acrobat Reader may be required.

# EXHIBIT 18





You are here: Citrus College > Administration > Board of Trustees

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**Dr. Gary L. Woods**

*Trustee Area #1 - Azusa and portions of Duarte Representative*

Elected 1982 - Term expires 11/30/2013

Dr. Gary L. Woods was first elected to the Citrus Community College District Board of Trustees in 1982 and since then has been reelected to consecutive terms. He has held all board offices, including several tenures as president.

A longtime resident of Trustee Area 1, Dr. Woods has been an educator for more than 40 years and an attorney for nearly 30 years. He is an accounting and law professor at Pasadena City College and a practicing attorney. He holds a bachelor of science degree in accounting and a master of science degree in education from the University of Southern California; a juris doctor degree from Southwestern University School of Law; and a certificate from the Institute of International and Comparative Law at the University of San Diego School of Law.

Dr. Woods has been nominated "outstanding college teacher of the year" three times and was twice awarded the Community College League of California's Service Award for his years of outstanding service to the community. He also served as a member of the California State Accreditation Committee for Community Colleges; was a member of the governing board for Goodwill Industries; and is listed in "Who's Who Among American Teachers."

Dr. Woods is a member of the California State Bar and the U.S. District Court, Ninth Circuit. He is a longtime member of the Tournament of Roses and served as a member of Goodwill Industries' governing board. Dr. Woods is also the former president of the San Gabriel Valley Chapter of IFA, an international organization composed of law and business leaders who support law and drug enforcement agencies in the community.



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CITRUS COLLEGE • 1000 WEST FOOTHILL BOULEVARD • GLENDORA, CALIFORNIA 91741-1899 • (626) 963-0323

Web site developed by SectorPoint, Inc.

# EXHIBIT 19

## As elections near, residency of longtime Citrus trustee questioned

August 28, 2013 4:38 PM

Two seats are open in the November 5 election for the Citrus Community College District Governing Board, those of longtime board members Gary L. Woods and Edward C. Ortell. Both incumbents are running for another term, a bid that—between brisk competition from 4 candidates and accusations that he is not a resident of the district he represents—may prove contentious for Mr. Woods.

Mr. Woods, who has represented Azusa and portions of Duarte on the board since 1982, has long listed as his primary residence a one-bedroom apartment on Rockvale Avenue in Azusa. However, Citrus College Faculty Association President John Fincher questioned the legitimacy of that claim at the March 19 meeting of the Citrus College board of trustees.

Mr. Fincher told the board earlier in the year, the faculty association received a letter from a longtime Azusa post office employee asserting that during the many years he delivered mail to Mr. Wood's Azusa address, the trustee's mail box would fill up for weeks at a time and then suddenly be cleared out. When he questioned the apartment manager, the letter carrier said he was told the trustee "only used the apartment when he would work late and didn't want to drive home."

Mr. Fincher told the board it's "curious" that Mr. Woods, whose income includes a career as an attorney as well as a position as a Pasadena City College professor, would choose to reside "in a one-bedroom rental, in a senior citizen complex in a predominantly fixed income area." He went on to note the California Teachers Association, the parent organization for the college's faculty association, had undertaken an investigation regarding the matter.

"We now know that [Mr. Woods] owns an office building and a residence in Pasadena. We also know that in the past couple of years, he purchased another residence, this time a 3,200 square foot \$1.1 million view home high above Sierra Madre," Mr. Fincher related.

"Virtually every morning, he leaves the Sierra Madre residence at approximately 6:50 a.m. At the end of his day, he drives back up and backs into his driveway, then goes inside to retire for the evening."

Mr. Woods has denied these allegations, a position he reasserted in a phone interview with the COURIER on Monday.

"I've been a resident there for 32 years. I've been a registered voter there for 32 years," he said. "I've always gotten everything at my address in Azusa. All my documents go there: my driver's license, bank statements, taxes, utility bills—no different than anyone who lives in a domicile."

Mr. Fincher suggested that board members corroborate the story of Mr. Woods' alleged Sierra Madre residency themselves by visiting [www.firegarywoods.com](http://www.firegarywoods.com). This website purports to

have photographic and video evidence of Mr. Woods' Sierra Madre residency, as well as the aforementioned letter from the postal carrier and a deed showing that Mr. Woods co-owns the property in Sierra Madre. After that, he advised, the board should retain legal council and take steps to "vacate the Azusa position and begin the process to appoint a successor."

Any elected official is allowed to have multiple residences, Mr. Fincher noted, but under California Elections Code Section 349, if you run for an office you must have your domicile or primary residence in the area you are representing.

### **The saga continues**

At the April 2, 2013 meeting of the Citrus College Board of Trustees, trustees Joanne Montgomery and Patricia Rasmussen moved the board obtain legal council regarding the residency concerns presented by Mr. Fincher, a motion unanimously approved by the board. Soon after, the board contracted with Chris Keeler, a partner at the Fagan, Friedman & Fulfrost law firm.

At the May 7 board meeting, it was moved the board form an ad-hoc advisory committee consisting of Board President Sue Keith, who represents Claremont and portions of Pomona and La Verne, and Patricia Rasmussen, representing Glendora and portions of San Dimas. The purpose of the committee, which would cease to exist on July 30, would be to "consider the issue of residency of Trustee Gary L. Woods, gather facts and prepare a report to the Board of Trustees, which may include a recommendation for action." The board approved the motion 3-2, with Mr. Woods and Mr. Ortell casting the dissenting votes.

At their July 13 meeting, the board voted 3-2 to extend the ad-hoc committee, which was to expire on July 30, 2013, through September 30.

"Legal counsel has not completed several tasks necessary for the report," Ms. Keith explained. "The subcommittee's term should be extended to allow for completion of fact-gathering and analysis, and the preparation of a thorough, well-reasoned report."

Mr. Woods, along with Mr. Ortell, cast a dissenting vote and his attorney, George Yin of the Kaufman Legal Group, objected to the formation and continuation of the ad-hoc legal committee, citing transparency concerns. He argued that the proper procedure for addressing residency concerns is through the California Attorney General's Office, via a legal proceeding called quo warranto, during which an individual's right to hold an office is challenged.

"To engage in other non-legally prescribed proceedings opens the district up to potential lawsuits and ridicule," Mr. Yin warned. "The residents of the district and Mr. Woods deserve better."

The residency question is pending as the November election looms and as the next meeting of the board of trustees, set for September 10 at 4:15 p.m., nears. At the August 18 board meeting, Mr. Keeler said he had not received the documentation he requested from Mr. Yin on August 5 proving Mr. Woods' Azusa residency.

“I’m hoping that at the September board meeting, the ad-hoc committee will be able to make a report to the board and may have a recommendation, Ms. Keith said.

In the meantime, Mr. Woods said he is focusing on the upcoming election rather than on embarking on litigation. He considers the allegations of his detractors, which have found their way into a number of articles in the San Gabriel Valley Tribune and affiliated newspapers, to constitute a smear campaign.

“They’re trying to try me in the press rather than in the courts,” he said.

—**Sarah Torribio**

storribio@claremont-courier.com

# EXHIBIT 20

Voucher at bottom of page.

MAIL 540-V PAYMENTS WITH COMPUTER-GENERATED FORM 540 TO:

FRANCHISE TAX BOARD  
P.O. BOX 942867  
SACRAMENTO, CA 94267-0009

IF AMOUNT OF PAYMENT IS ZERO, DO NOT MAIL THIS VOUCHER.

**WHERE TO FILE:** Using black or blue ink, make check or money order payable to the 'Franchise Tax Board.' Write the taxpayer's social security number (SSN) or individual taxpayer identification number (ITIN) and '2012 Form 540-V' on the check or money order. Detach the voucher below. Enclose, but **do not staple**, your payment and Form 540-V with your computer-generated Form 540 return and mail to:

FRANCHISE TAX BOARD  
PO BOX 942867  
SACRAMENTO CA 94267-0009

Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution.

**WHEN TO FILE:** Calendar Year -- File and Pay by April 15, 2013.  
When the due date falls on a weekend or holiday, the deadline to file and pay without penalty is extended to the next business day.

**ONLINE SERVICES:** Use Web Pay and enjoy the ease of our free online payment service. Go to [ftb.ca.gov](http://ftb.ca.gov) for more information. **Do not mail this voucher if you use Web Pay.**

----- DETACH HERE ----- IF NO PAYMENT IS DUE, DO NOT MAIL THIS VOUCHER ----- DETACH HERE -----

**CAUTION:** You may be required to pay electronically, see instructions.

TAXABLE YEAR **2012** **Payment Voucher for**  
**540 Returns**

CALIFORNIA FORM  
**540-V**

GARY WOOD  
WOODS

12

450 N SOLDANO AVE 242F  
AZUSA CA 91702

AMOUNT OF PAYMENT

# California Resident Income Tax Return 2012

FORM

**540** C1 Side 1

Under penalties of perjury, I declare that I have examined this tax return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Your signature \_\_\_\_\_

Spouse's/RDP's signature (if a joint tax return, both must sign) \_\_\_\_\_

**Sign Here**

Daytime phone number (optional) \_\_\_\_\_

Date \_\_\_\_\_

Your email address (optional). Enter only one. \_\_\_\_\_

Paid preparer's signature (declaration of preparer is based on all information of which preparer has any knowledge) \_\_\_\_\_

It is unlawful to forge a spouse's/RDP's signature.

**GREGORY A. KNISS, CPA**

4/12/13

• PTIN

P00184968

• FEIN

Firm's name (or yours, if self-employed)

Firm's address

**KROST, BAUMGARTEN, KNISS & GUERRERO  
790 E. COLORADO BLVD, SUITE 600  
PASADENA, CA 91101-2186**

95-3653314

Joint tax return? (See instructions.)

Do you want to allow another person to discuss this tax return with us (see instructions)?

•  Yes

No

**GREGORY A KNISS CPA**

(626) 449-4225

Print Third Party Designee's Name

Telephone Number



For the year Jan 1 - Dec 31, 2012, or other tax year beginning , 2012, ending , 20  
 Your first name and initial Last name

**GARY WOODS**  
 If a joint return, spouse's first name and initial Last name

See separate instructions.  
 Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. Apartment no.  
**450 N. SOLDANO AVE., 242F**

▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).  
**AZUSA, CA 91702**

**Presidential Election Campaign**

Foreign country name Foreign province/state/county Foreign postal code

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? Checking a box below will not change your tax or refund.  You  Spouse

- Filing Status** Check only one box.
- 1  Single
  - 2  Married filing jointly (even if only one had income)
  - 3  Married filing separately. Enter spouse's SSN above & full name here. . . ▶
  - 4  Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
  - 5  Qualifying widow(er) with dependent child

**Third Party Designee**

Do you want to allow another person to discuss this return with the IRS (see instructions)?  **Yes.** Complete below.  **No**

Designee's name ▶ GREGORY A. KNISS, CPA Phone no. ▶ (626) 449-4225 Personal identification number (PIN) ▶ 52544

**Sign Here**

Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		<u>TEACHER</u>	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see instrs)

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
<u>GREGORY A. KNISS, CPA</u>	<u>GREGORY A. KNISS, CPA</u>	<u>4/12/13</u>		<u>P00184968</u>
Firm's name ▶	<u>KROST, BAUMGARTEN, KNISS &amp; GUERRERO</u>			Firm's EIN ▶ <u>95-3653314</u>
Firm's address ▶	<u>790 E. COLORADO BLVD, SUITE 600 PASADENA, CA 91101-2186</u>			Phone no. <u>(626) 449-4225</u>

**SCHEDULE A**  
**(Form 1040)**

**Itemized Deductions**

OMB No. 1545-0074

**2012**

Attachment  
Sequence No. **07**

Department of the Treasury  
Internal Revenue Service (99)

▶ Information about Schedule A and its separate instructions is at [www.irs.gov/form1040](http://www.irs.gov/form1040).  
▶ Attach to Form 1040.

Name(s) shown on Form 1040

GARY WOODS

<b>Interest You Paid</b>	<b>10</b>	Home mtg interest and points reported to you on Form 1098. . . . .	<b>10</b>			
	<b>11</b>	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ▶ ----- ----- -----	<b>11</b>			
<b>Note.</b> Your mortgage interest deduction may be limited (see instructions).	<b>12</b>	Points not reported to you on Form 1098. See instrs for spcl rules . . . . .	<b>12</b>			
	<b>13</b>	Mortgage insurance premiums (see instructions) . . . . .	<b>13</b>			
	<b>14</b>	Investment interest. Attach Form 4952 if required. (See instrs.) . . . . .	<b>14</b>			
	<b>15</b>	Add lines 10 through 14 . . . . .	<b>15</b>			
						0.

# EXHIBIT 21



DATE 09/03/13  
 TIME 3:16PM

AZUSA LIGHT & WATER  
 DETAIL HISTORY PRINT

CUST # 001-0773.009 ACTIVE SERV.450 N SOLDANO AVE ON DATE 8/27/2009  
 NAME GARY WOODS PREM APT 242F LAST PD 8/14/2013  
 ATTN DUE DATE 8/25/2013  
 STREET 450 N SOLDANO AVE APT 24 CL 2 Res Multi-Famil NOTICE  
 ADDRESS RT 100 RI-Res Svc # DELQ 0  
 CITY/ST AZUSA CA TC 0 TAXABLE SHUT DT  
 ZIP CD 91702 TP 1 RESIDENTIAL STOP DS  
 PHONE # 626-585-7351 TD 1 AZUSA OFF DT

	CURRENT BAL	30 DAY BAL	60 DAY BAL	90 DAY BAL	PENL/INT	ACCOUNT BAL
WA	0.00	0.00	0.00	0.00	0.00	0.00
EL	0.00	0.00	0.00	0.00	0.00	0.00
SW	0.00	0.00	0.00	0.00	0.00	0.00
RF	0.00	0.00	0.00	0.00	0.00	0.00

Today's Charges Less Payments: 0.00 Giving a New Balance of 0.00

TRAN	DATE	METER#/REF#	READING	USAGE	RDC	RT	CLS	MULT	AMOUNT
E READ	03/05/13		18366	47263	120	AJ00	2	120	13.92
E ITEM	03/05/13	1.00 Mult Res		Landscape-01		1	60		.52
E Pub	03/05/13								.32
E CATa	03/05/13								.03
E PCA	03/05/13			120		3		.019160	2.30
E MISC	03/05/13	Feb. Pub Benefit Chg				202			.52
E MISC	03/05/13	Feb. State Energy Tax				203			.06
E ET	03/05/13							.040000	.56
E ET	03/05/13							.040000	.09
E Due	03/25/13			2/27/2013	29			Current Bill	18.32
E								ELECTRIC Total Bill	16.32
M PBAL	03/05/13								.00
M Due	03/25/13					0		Current Bill	.00
M								WATER Total Bill	.00
S PBAL	03/05/13								.00
S ITEM	03/05/13	1.00 Residential Sewer SR				10	2		8.51
S Due	03/25/13					0		Current Bill	8.51
S								SEWER Total Bill	8.51
R PBAL	03/05/13								.00
R ITEM	03/05/13	1.00 Dumpster Trash/Recyc				30	71		14.50
R ITEM	03/05/13	1.00 Dumpster Franchise Fee				32	72		1.61
R ITEM	03/05/13	1.00 Dumpster AB 919 Fee				34	73		.67
R ITEM	03/05/13	1.00 Dumpster Uncollectible				36	74		.83
R Due	03/25/13					0		Current Bill	17.61
R								REFUSE Total Bill	17.61
		INV # 6971699						Invoice Total Bill	44.44
E CASH	03/19/13	Lock		3/19/2013					18.32-

DATE 09/03/13  
 TIME 3:16PM

AZUSA LIGHT & WATER  
 DETAIL HISTORY PRINT

CUST # 001-0773.009 ACTIVE      SERV. 450 N SOLDANO AVE      ON DATE 8/27/2009  
 NAME GARY WOODS                      PREM APT 242F                      LAST PD 8/14/2013  
 ADDR    DUE DATE 8/25/2013  
 STREET 450 N SOLDANO AVE APT 24 CL      2 Res Multi-Famil NOTICE  
 ADDRESS RT 100 RL-Res Svc      \$ DELQ 0  
 CITY/ST AZUSA CA                      TC 0 TAXABLE                      SHUT DT  
 ZIP CD 91702                              TP 1 RESIDENTIAL                      STOP DS  
 PHONE # 626-585-7351                      TD 1 AZUSA                              OFF DT

	CURRENT BAL	30 DAY BAL	60 DAY BAL	90 DAY BAL	PENL/INT.	ACCOUNT BAL
WA	0.00	0.00	0.00	0.00	0.00	0.00
EL	0.00	0.00	0.00	0.00	0.00	0.00
SW	0.00	0.00	0.00	0.00	0.00	0.00
RF	0.00	0.00	0.00	0.00	0.00	0.00

Today's Charges Less Payments:      0.00      Giving a New Balance of      0.00

TRAM	DATE	METER#/REF#	READING	USAGE	RDC	RT	CLS	MULT	AMOUNT
S CASH	03/19/13	Lock	3/19/2013						8.51-
R CASH	03/19/13	Lock	3/19/2013						17.61-
E PBAL	04/02/13								.00
E READ	04/02/13	18366	47300	37	A100	2		37	4.29
E ITEM	04/02/13	1.00 Mult Res	Landscape-01	1	60				.52
E Pub	04/02/13								.10
E CATa	04/02/13								.01
E PCA	04/02/13			37	3			.019160	.71
E ET	04/02/13							.040000	.17
E ET	04/02/13							.040000	.03
E Due	04/22/13		3/26/2013	27	Current Bill				5.83
E					ELECTRIC Total Bill				5.83
W PBAL	04/02/13								.00
W Due	04/22/13			0	Current Bill				.00
W					WATER Total Bill				.00
S PBAL	04/02/13								.00
S ITEM	04/02/13	1.00 Residential Sewer	SR	10	2				8.51
S Due	04/22/13			0	Current Bill				8.51
S					SEWER Total Bill				8.51
R PBAL	04/02/13								.00
R ITEM	04/02/13	1.00 Dumpster Trash/Recyc		30	71				14.50
R ITEM	04/02/13	1.00 Dumpster Franchise Fee		32	72				1.61
R ITEM	04/02/13	1.00 Dumpster AB 939 Fee		34	73				.67
R ITEM	04/02/13	1.00 Dumpster Uncollectible		36	74				.83
R Due	04/22/13			0	Current Bill				17.61
R					REFUSE Total Bill				17.61
		INV # 7047355			Invoice Total Bill				31.95

DATE 09/03/13  
TIME 3:16PM

AZUSA LIGHT & WATER  
DETAIL HISTORY PRINT

CUST # 001-0771.009 ACTIVE SERV.450 N BOLDANO AVE ON DATE 8/27/2009  
 NAME GARY WOODS PREM APT 242F LAST PD 8/14/2013  
 ATTN DUE DATE 8/25/2013  
 STREET 450 N BOLDANO AVE APT 24 CL 2 Res Multi-Famil NOTICE  
 ADDRESS RT 100 R1-Res Svc % DELQ 0  
 CITY/ST AZUSA CA TC 0 TAXABLE SHUT DT  
 ZIP CD 91702 TP 1 RESIDENTIAL STOP DS  
 PHONE # 626-585-7351 TD 1 AZUSA OFF DT

	CURRENT BAL	30 DAY BAL	60 DAY BAL	90 DAY BAL	PRNL/INT.	ACCOUNT BAL
MA	0.00	0.00	0.00	0.00	0.00	0.00
EL	0.00	0.00	0.00	0.00	0.00	0.00
SW	0.00	0.00	0.00	0.00	0.00	0.00
RF	0.00	0.00	0.00	0.00	0.00	0.00

Today's Charges Less Payments: 0.00 Giving a New Balance of 0.00

TRAM	DATE	METER#/REF#	READING	USAGE	RDC	RT	CLS	MULT	AMOUNT
R CASH	04/08/13	Lock	4/08/2013						5.83-
S CASH	04/08/13	Lock	4/08/2013						6.51-
R CASH	04/08/13	Lock	4/08/2013						17.61-
R PBAL	05/02/13								.00
R READ	05/02/13	18366	47351	51	A100	2		51	5.92
R ITEM	05/02/13	1.00	Mult Res Landscape-01			1	60		.52
R Pub	05/02/13								.13
R CATA	05/02/13								.01
R PCA	05/02/13			51		3		.019160	.98
R ET	05/02/13							.040000	.24
R ET	05/02/13							.040000	.04
R Due	05/22/13		4/24/2013	29	Current Bill				7.84
R					ELECTRIC Total Bill				7.84
R PBAL	05/02/13								.00
R Due	05/22/13				0	Current Bill			.00
R					WATER Total Bill				.00
R PBAL	05/02/13								.00
R ITEM	05/02/13	1.00	Residential Sewer SR	10		2			8.51
R Due	05/22/13				0	Current Bill			8.51
R					SEWER Total Bill				8.51
R PBAL	05/02/13								.00
R ITEM	05/02/13	1.00	Dumpster Trash/Recyc	30		71			14.56
R ITEM	05/02/13	1.00	Dumpster Franchise Fee	32		72			1.61
R ITEM	05/02/13	1.00	Dumpster AB 919 Fee	34		73			.67
R ITEM	05/02/13	1.00	Dumpster Uncollectible	36		74			.83
R Due	05/22/13				0	Current Bill			17.61
R					REFUSE Total Bill				17.61



DATE 09/03/13  
 TIME 3:16PM

AZUSA LIGHT & WATER  
 DETAIL HISTORY PRINT

COST # 001-0773.009 ACTIVE SERV.450 N BOLDANO AVE ON DATE 8/27/2009  
 NAME GARY WOODS PREM APT 242F LAST PD 8/14/2013  
 ATTN DUE DATE 8/25/2013  
 STREET 450 N BOLDANO AVE APT 24 CL 2 Res Multi-Famil NOTICE  
 ADDRESS RT 100 R1-Res Svc \$ DELQ 0  
 CITY/ST AZUSA CA TC 0 TAXABLE SHUT DT  
 ZIP CD 91702 TP 1 RESIDENTIAL STOP DS  
 PHONE # 626-585-7351 TD 1 AZUSA OFF DT

	CURRENT BAL	30 DAY BAL	60 DAY BAL	90 DAY BAL	PNL/INT.	ACCOUNT BAL
WA	0.00	0.00	0.00	0.00	0.00	0.00
EL	0.00	0.00	0.00	0.00	0.00	0.00
BW	0.00	0.00	0.00	0.00	0.00	0.00
RF	0.00	0.00	0.00	0.00	0.00	0.00

Today's Charges Less Payments: 0.00 Giving a New Balance of 0.00

TRAN	DATE	METER#/REF#	READING	USAGE	RDC	RT	CLS	MULT	AMOUNT
		INV #	7132724	Invoice Total Bill					33.96
E CASH	05/08/13	Lock	5/08/2013						7.84-
S CASH	05/08/13	Lock	5/08/2013						8.51-
R CASH	05/08/13	Lock	5/08/2013						17.61-
E PBAL	06/04/13								.00
E READ	06/04/13	18366	47392	41	A100	2		41	4.76
E ITEM	06/04/13	1.00	Mult Res Landscape-01			1	60		.52
E Pub	06/04/13								.11
E CATa	06/04/13								.01
E FCA	06/04/13			41		3		.019160	.79
E ET	06/04/13							.040000	.19
E ET	06/04/13							.040000	.03
H Due	06/24/13		5/28/2013	34	Current Bill				6.41
E					ELECTRIC Total Bill				6.41
W PBAL	06/04/13								.00
W Due	06/24/13				0	Current Bill			.00
W									.00
S PBAL	06/04/13								.00
S ITEM	06/04/13	1.00	Residential Sewer SR			10	2		8.51
S Due	06/24/13					0	Current Bill		8.51
S									8.51
R PBAL	06/04/13								.00
R ITEM	06/04/13	1.00	Dumpster Trash/Recyc			30	71		14.50
R ITEM	06/04/13	1.00	Dumpster Franchise Fee			32	72		1.61
R ITEM	06/04/13	1.00	Dumpster AB 939 Fee			34	73		.67
R ITEM	06/04/13	1.00	Dumpster Uncollectible			36	74		.83
R Due	06/24/13					0	Current Bill		17.61

DATE 09/03/13  
TIME 3:16PM

AZUSA LIGHT & WATER  
DETAIL HISTORY PRINT

CUST # 001-0773.009 ACTIVE      SERV.450 N SOLDANO AVE      ON DATE 8/27/2009  
NAME GARY WOODS      PREM APT 242F      LAST PD 8/14/2013  
ATTN                DUE DATE 8/25/2013  
STREET 450 N SOLDANO AVE APT 24 CL      2 Res Multi-Famil NOTICE  
ADDRESS      RT 100 R1-Res Svc      # DELQ 0  
CITY/ST AZUSA CA      TC 0 TAXABLE      SHUT DT  
ZIP CD 91702      TP 1 RESIDENTIAL      STOP DS  
PHONE # 626-585-7351      TD 1 AZUSA      OFF DT

	CURRENT BAL	30 DAY BAL	60 DAY BAL	90 DAY BAL	PENL/INT.	ACCOUNT BAL
WA	0.00	0.00	0.00	0.00	0.00	0.00
EL	0.00	0.00	0.00	0.00	0.00	0.00
SW	0.00	0.00	0.00	0.00	0.00	0.00
RF	0.00	0.00	0.00	0.00	0.00	0.00

Today's Charges Less Payments:      0.00      Giving a New Balance of      0.00

TRAN	DATE	METER#/RFP#	READING	USAGE	RDC	RT	CLS	MULT	AMOUNT
R									REFUSE Total Bill 17.61
		INV # 7225479							Invoice Total Bill 32.51
E CASH	06/11/13	Lock	6/11/2013						6.41-
S CASH	06/11/13	Lock	6/11/2013						8.51-
R CASH	06/11/13	Lock	6/11/2013						17.61-
E PBAL	07/03/13								.00
E READ	07/03/13	18366	47451	59	A100	2		59	6.84
E ITEM	07/03/13	1.00	Mult Res Landscape-01			1	60		.52
E Pub	07/03/13								.16
E CATa	07/03/13								.02
E PCA	07/03/13			59		3		.018590	1.10
E RT	07/03/13							.040000	.27
E ET	07/03/13							.040000	.04
E Due	07/23/13		6/25/2013	28				Current Bill	8.95
E								ELECTRIC Total Bill	8.95
W PBAL	07/03/13								.00
W Due	07/23/13							0 Current Bill	.00
W								WATER Total Bill	.00
S PBAL	07/03/13								.00
S ITEM	07/03/13	1.00	Residential Sewer SR			10	2		8.93
S Due	07/23/13							0 Current Bill	8.93
S								SEWER Total Bill	8.93
R PBAL	07/03/13								.00
R ITEM	07/03/13	1.00	Dumpster Trash/Recyc			30	71		14.50
R ITEM	07/03/13	1.00	Dumpster Franchise Fee			32	72		1.61
R ITEM	07/03/13	1.00	Dumpster AB 939 Fee			34	73		.67
R ITEM	07/03/13	1.00	Dumpster Uncollectible			36	74		.83

DATE 09/03/13  
 TIME 3:16PM

AZUSA LIGHT & WATER  
 DETAIL HISTORY PRINT

CUST # 001-0773-009 ACTIVE SERV.450 N BOLDANO AVE ON DATE 8/27/2009  
 NAME GARY WOODS PREM APT 242F LAST PD 8/14/2013  
 ADDR DUE DATE 8/25/2013  
 STREET 450 N BOLDANO AVE APT 24 CL 2 Res Multi-Famil NOTICE  
 ADDRESS RT 100 RI-Res Svc # DELQ 0  
 CITY/ST AZUSA CA TC 0 TAXABLE SHUT DT  
 ZIP CD 91702 TP 1 RESIDENTIAL STOP DS  
 PHONE # 626-585-7151 TD 1 AZUSA OFF DT

	CURRENT BAL	30 DAY BAL	60 DAY BAL	90 DAY BAL	PENL/INT	ACCOUNT BAL
WA	0.00	0.00	0.00	0.00	0.00	0.00
EL	0.00	0.00	0.00	0.00	0.00	0.00
BW	0.00	0.00	0.00	0.00	0.00	0.00
RF	0.00	0.00	0.00	0.00	0.00	0.00

Today's Charges Less Payments: 0.00 Giving a New Balance of 0.00

TRAN	DATE	METER#/REF#	READING	USAGE	RDC	RT	CLS	MULT	AMOUNT
R	Due 07/23/13							0 Current Bill	17.61
R								REFUSE Total Bill	17.61
		INV # 7323900						Invoice Total Bill	35.49
E	CASH 07/10/13	Lock	7/10/2013						8.95-
S	CASH 07/10/13	Lock	7/10/2013						8.93-
R	CASH 07/10/13	Lock	7/10/2013						17.61-
E	PBAL 08/05/13								.00
E	READ 08/05/13	18366	47588	137	A100	2		137	15.89
E	ITEM 08/05/13	1.00	Mult Res Landscape-01			1	60		.52
E	Pub 08/05/13								.36
E	CATA 08/05/13								.04
H	PCA 08/05/13			137		3		.018590	2.55
E	ET 08/05/13							.040000	.64
H	ET 08/05/13							.040000	.10
E	Due 08/25/13		7/25/2013	10				Current Bill	20.10
E								ELECTRIC Total Bill	20.10
W	PBAL 08/05/13								.00
W	Due 08/25/13							0 Current Bill	.00
W								WATER Total Bill	.00
S	PBAL 08/05/13								.00
S	ITEM 08/05/13	1.00	Residential Sewer SR			10	2		8.93
S	Due 08/25/13							0 Current Bill	8.93
S								SEWER Total Bill	8.93
R	PBAL 08/05/13								.00
R	ITEM 08/05/13	1.00	Dumpster Trash/Recyc			30	71		15.51
R	ITEM 08/05/13	1.00	Dumpster Franchise Fee			32	72		1.72
R	ITEM 08/05/13	1.00	Dumpster AB 939 Fee			34	73		.67

DATE 09/03/13  
TIME 3:16PM

AZUSA LIGHT & WATER  
DETAIL HISTORY PRINT

PAGE 8

CUST # 001-0773-009 ACTIVE SERV. 450 N BOLDANO AVE ON DATE 8/27/2009  
NAME GARY WOODS PREM APT 242F LAST PD 8/14/2013  
ATTN DUE DATE 8/25/2013  
STREET 450 N BOLDANO AVE APT 24 CL 2 Res Multi-Famil NOTICE  
ADDRESS RT 100 R1-Res Svc # DELQ 0  
CITY/ST AZUSA CA TC 0 TAXABLE SHUT DT  
ZIP CD 91702 TP 1 RESIDENTIAL STOP DS  
PHONE # 626-585-7351 TD 1 AZUSA OFF DT

	CURRENT BAL	30 DAY BAL	60 DAY BAL	90 DAY BAL	PENL/INT.	ACCOUNT BAL
WA	0.00	0.00	0.00	0.00	0.00	0.00
EL	0.00	0.00	0.00	0.00	0.00	0.00
BW	0.00	0.00	0.00	0.00	0.00	0.00
RF	0.00	0.00	0.00	0.00	0.00	0.00

Today's Charges Less Payments: 0.00 Giving a New Balance of 0.00

TRAN	DATE	METER#/REF#	READING	USAGE	RDC	RT	CLS	MULT	AMOUNT
R ITEM	08/05/13	1.00	Dumpster Uncollectible	36	74				.83
R Due	08/25/13							0	Current Bill 18.73
R									REFUSE Total Bill 18.73
		INV #	7408746						Invoice Total Bill 47.76
E CASH	08/14/13	Lock	8/14/2013						20.10-
S CASH	08/14/13	Lock	8/14/2013						8.93-
R CASH	08/14/13	Lock	8/14/2013						18.73-



Account Number

Due Date  
9/15/13

Amount Due

Visit [verizon.com/myverizon](http://verizon.com/myverizon)  
Shop \* Bill Pay \* Autopay  
Account Changes \* Repair  
On Demand/Pay Per View \* Details  
Go green today - Go Paper Free

**Account Information**

Statement Date: 8/22/13  
GARY WOODS  
Phone: 626-812-9098

**Account Summary**

Previous Balance  
Payment Received Aug 6  
Balance Forward

**New Charges**

Current Activity  
Taxes, Governmental Surcharges and Fees  
Verizon Surcharges and Other Charges & Credits

**Total New Charges due by September 15, 2013**

**Amount Due by September 15, 2013**

**Verizon News**

**Save With Verizon**

Did you know you could be eligible for savings with Verizon services? Call us at 1-888-873-8090 today to review your account.

**Special Online Offer**

Great news! For a limited time, add High Speed Internet .5 to 1 Mbps to your existing voice service for less than \$16/mo. more w/no annual contract required. Visit [verizon.com/copper/8tp](http://verizon.com/copper/8tp) to order today or call 1-888-883-8090 for other offers. Price subject to change after first year.

**Special Online-Only Price**

Get the fastest qualified Internet speed avail., unlimited local calling, plus 3 calling features for \$44.99/mo. for 1 yr. Visit [verizon.com/copper/8lj](http://verizon.com/copper/8lj) for this ONLINE-ONLY offer. For other offers call 1-888-803-0977. Subject to taxes & fees. Terms & restrictions apply. Limited-time offer.

**Want Automatic Payment?**

Enroll below or at [Verizon.com](http://Verizon.com) to authorize your financial institution to deduct the amount of your monthly bill from the account associated with your enclosed check and send payment directly to Verizon. To discontinue Automatic Payment, call Verizon. Please keep a copy of this authorization.

**Questions about your bill or service?**

View your bills in detail at [verizon.com](http://verizon.com) or call 1-800-VERIZON (1-800-837-4966). Enter your ten digit number 626-812-9098. Use 1101034742 if asked for your customer identification code. Customers with disabilities call 1-800-974-6006 TTY.

Please return remit slip with payment.

To enroll in Automatic Payment (Sign and date below)



By signing above I verify that I have reviewed and accepted the terms and conditions at [verizon.com/autopayterms](http://verizon.com/autopayterms) for automatic bill payment

Account Number:

New Charges Due:

Sep 15, 2013

Amount Due:

082213

Make check payable to Verizon



00025387 01 AV 0.360 VC082211 0100 XX  
GARY WOODS  
450 N. SOLDANO AVE APT 242  
AZUSA CA 91702-3670



VERIZON  
PO BOX 920041  
DALLAS TX 75392-0041

01 1411 1101034742 00N00000000000 00000003606 04



Phone Number  
626-812-9098

Account Number

Date Due  
9/15/13

Page  
2 of 4

**Current Activity**

**Current Charges**

8/22	9/21	Residence line	
8/22	9/21	Zone Unit Charges	
8/22	9/21	VLD -- Verizon Single Rate Long Distance	
		• Plan Charge	1.99
		• Plan Calls	.24

**Current Charges Subtotal**

**Current Activity Total**

**Taxes, Governmental Surcharges and Fees**

- Federal Excise Tax
- Funding to support the Public Utilities Commission
- 911 State Tax
- California Relay Service and Communications Devices Fund
- CHCF-B and the CASF
- California Teleconnect Fund surcharge
- CA Universal Lifeline Telephone Service
- CA High Cost Fund -- A

**Total Taxes, Governmental Surcharges and Fees**

**Verizon Surcharges and Other Charges & Credits**

- Federal Universal Service Fee
- Federal Subscriber Line Charge
- VLD -- Carrier Cost Recovery Charge
- VLD -- Long Distance Administrative Charge

**Total Verizon Surcharges and Other Charges & Credits**

**Legal Notices**

**Charges by Service Provider**

Required by CA statute, this chart restates your Current Activity by service provider.

	Verizon California	Verizon LD
Voice		
Current Activity		
Total		
Taxes, Fees and Other Charges		

Basic charges of \$31.11 per month must be paid to retain local service.

**Payment by Check**

Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

**Late Payment Charges**

To avoid a late payment charge of 1.5% or \$2.50, whichever is greater, on unpaid balances over \$20 payment must be received before Sep 22, 2013.

**Correspondence**

Go to [verizon.com/contactus](http://verizon.com/contactus) or mail to PO Box 33078, St. Petersburg, FL 33733

**Credit Reporting**

If you fail to pay your bill, Verizon may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.

**Questions & Correspondence**

If you have a question about this bill, call 1-800-Verizon. If your complaint remains unresolved contact: for Intrastate or slamming (unauthorized carrier changes) Issues -- the CPUC at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA

94102, [cpuc.ca.gov](http://cpuc.ca.gov) or 1-800-649-7570 (TDD 1-800-229-6846); for TV issues -- your Local Franchise Authority; for interstate or international calling -- FCC Consumer Complaints, 445 12th St. SW, Washington, DC 20554, [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov) or 1-888-225-5322 (TTY 1-888-835-5322). The CA Consumer Protection rules are online at [CPUC.ca.gov](http://CPUC.ca.gov).

**Bankruptcy Information**

If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

**You Can Block Third Party Billing to Your Verizon Bill.**

For more information, visit [verizon.com/blocking](http://verizon.com/blocking) or call us at 1-800-Verizon.



Phone Number  
626-812-9098

Account Number

Date Due  
9/15/13

Page  
3 of 4

## Call Detail

### Zone Unit Charges

Date	Time	Place	Number	Rate	Minutes	Amount
Jul 26	5:54 AM	CA	626-	Night		
Jul 27	8:35 AM	CA	626-	Night		
Aug 1	11:48 PM	CA	626-	Night		
Aug 10	8:56 AM	CA	626-	Night		
Aug 11	8:00 AM	CA	626-	Night		
Aug 13	7:29 PM	CA	626-	Eve		
Aug 17	2:34 PM	CA	626-	Night		
Aug 17	2:40 PM	CA	626-	Night		
Aug 18	8:14 AM	CA	626-	Night		
Aug 18	8:15 AM	CA	626-	Night		
Aug 18	8:16 AM	CA	626-	Night		

**Total Zone Unit Charges**

### VLD – Verizon Single Rate Long Distance

Date	Time	Place	Number	Minutes	Amount
Aug 20	3:13 PM	LosAngeles CA	213-		

Subtotal

### Summary of VLD – Verizon Single Rate Long Distance

Plan Charge

Plan Calls

### Total VLD – Verizon Single Rate Long Distance

Verizon Single Rate Long Distance start date: 08/31/09

Thank you for using Verizon.



Phone Number  
626-812-9098

Account Number

Date Due  
9/15/13

Page  
4 of 4

## Need-to-Know Information

### Customer Proprietary Network Information (CPNI) Notice

CPNI is information that relates to the type, quantity, destination, technical configuration, location, amount of use, and billing information of your telecommunications or interconnected VoIP services. This information is made available to us solely by virtue of our relationship with you. The protection of your information is important to us. Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services such as video, wireless, Internet, and long distance. Visit [verizon.com](http://verizon.com) for a complete listing of our services and companies.

You may choose not to have your CPNI used for the marketing purposes described above by calling us anytime at 1-866-483-9700. When you call, please have your bill and account number available. Your decision about use of your CPNI doesn't affect our provision of services to you nor eliminate all Verizon marketing contacts.

Unless you call us at the number above, Verizon may use your CPNI to market different types of services beginning 30 days after the first time we notify you of the CPNI policy described above. You may elect at any time to add or remove a restriction on the use of your CPNI. Your choice remains valid until you change your election by calling the number above.

### Bundle Today & Start Saving

Call 1-888-825-8111 or visit [verizon.com/savenow](http://verizon.com/savenow) and let us review your account. We can help find the best bundle to meet your entertainment and communication needs. Thank you for being a valued Verizon customer.

### Do More At [verizon.com/myverizon](http://verizon.com/myverizon)

Pay your bill, get 24 months of bill history, add or change services, find help. Control at your fingertips. Log on or register at [verizon.com/myverizon](http://verizon.com/myverizon)

### Know What's Below. Call Before You Dig.

August 11 – or 8-11 Day – is a good reminder to call before you dig. Call 811 to have your lines marked before any digging project. It's FREE – and it can prevent injury and service interruption.





Account Number

Due Date  
8/15/13

Amount Due

Visit [verizon.com/myverizon](http://verizon.com/myverizon)

Shop \* Bill Pay \* Autopay  
Account Changes \* Repair  
On Demand/Pay Per View Details  
Go green today -- Go Paper Free

#### Account Information

Statement Date: 7/22/13  
GARY WOODS  
Phone: 626-812-9098

#### Account Summary

Previous Balance

Payment Received Jul 5

Balance Forward

#### New Charges

Current Activity

Taxes, Governmental Surcharges and Fees

Verizon Surcharges and Other Charges & Credits

**Total New Charges due by August 15, 2013**

**Amount Due by August 15, 2013**

#### Verizon News

##### Save With Verizon

Did you know you could be eligible for savings with Verizon services? Call us at 1-888-946-8111 today to review your account.

##### Special Online Offer

Great news! For a limited-time, add High Speed Internet .5 to 1 Mbps to your existing voice service for less than \$16/mo. more w/no annual contract required. Visit [verizon.com/copper/1jx](http://verizon.com/copper/1jx) to order today or call 1-888-627-8090 for other offers. Price subject to change after first year.

##### Special Online-Only Price

Get the fastest qualified Internet speed avail., unlimited local calling, plus 3 calling features for \$44.99/mo. for 1 yr. Visit [verizon.com/copper/1ed](http://verizon.com/copper/1ed) for this ONLINE-ONLY offer. For other offers call 1-888-803-0999. Subject to taxes & fees. Terms & restrictions apply. Limited-time offer.

#### Want Automatic Payment?

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#### Questions about your bill or service?

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Please return remit slip with payment.



Phone Number  
626-812-9098

Account Number

Date Due  
8/15/13

Page  
2 of 4

## Current Activity

### Current Charges

7/22 8/21 Residence line  
7/22 8/21 Zone Unit Charges  
7/22 8/21 VLD - Verizon Single Rate Long Distance  
• Plan Charge 1.99

**Current Charges Subtotal**

---

**Current Activity Total**

## Taxes, Governmental Surcharges and Fees

Federal Excise Tax  
Funding to support the Public Utilities  
Commission  
911 State Tax  
California Relay Service and Communications  
Devices Fund  
CHCF-B and the CASF  
California Teleconnect Fund surcharge  
CA Universal Lifeline Telephone Service  
CA High Cost Fund - A

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**Total Taxes, Governmental Surcharges and Fees**

## Verizon Surcharges and Other Charges & Credits

Federal Universal Service Fee  
Federal Subscriber Line Charge  
VLD - Carrier Cost Recovery Charge  
VLD - Long Distance Administrative Charge

---

**Total Verizon Surcharges and Other Charges & Credits**

## Legal Notices

### Charges by Service Provider

Required by CA statute, this chart restates your Current Activity by service provider.

Verizon California

Verizon LD

94102, cpuc.ca.gov or 1-800-649-7570 (TDD 1-800-229-6846); for TV issues - your Local Franchise Authority; for interstate or international calling - FCC Consumer Complaints, 445 12th St. SW, Washington, DC 20554, fccinfo@fcc.gov or 1-888-225-5322 (TTY 1-888-835-5322). The CA Consumer Protection online at CPUC ca.gov



Phone Number  
626-812-9098

Account Number

Date Due  
8/15/13

Page  
3 of 4

## Call Detail

### Zone Unit Charges

Date	Time	Place	Number	Rate	Minutes	Amount
Jun 30	8:35 AM	CA	626-	Night	1 m	
Jul 1	5:58 AM	CA	626-	Night		
Jul 1	10:44 PM	CA	626-	Eve		
Jul 2	11:27 PM	CA	626-	Night		
Jul 4	11:02 PM	CA	626-	Night		
Jul 6	8:51 AM	CA	626-	Night		
Jul 7	9:33 AM	CA	626-	Night		
Jul 14	8:14 AM	CA	626-	Night		
Jul 14	8:15 AM	CA	626-	Night		
Jul 17	5:58 AM	CA	626-	Night		
Jul 20	8:42 AM	CA	626-	Night		

**Total Zone Unit Charges**



Phone Number  
626-812-9098

Account Number

Date Due  
8/15/13

Page  
4 of 4

## Need-to-Know Information

### Customer Proprietary Network Information (CPNI) Notice

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You may choose not to have your CPNI used for the marketing purposes described above by calling us anytime at 1-866-483-9700. When you call, please have your bill and account number available. Your decision about use of your CPNI doesn't affect our provision of services to you nor eliminate all Verizon marketing contacts.

Unless you call us at the number above, Verizon may use your CPNI to market different types of services beginning 30 days after the first time we notify you of the CPNI policy described above. You may elect at any time to add or remove a restriction on the use of your CPNI. Your choice remains valid until you change your election by calling the number above.

### Federal Subscriber Line Charge

Effective on or about July 2, 2013, the Federal Subscriber Line Charge may change on your main phone line and on any additional phone line. This charge helps pay for the costs of providing and maintaining the local network.

### Verizon Surcharges

Verizon's Surcharges include:

- (i) a Federal Subscriber Line and/or Access Recovery Charge applicable to interstate and international services that helps pay for the costs of providing and maintaining the local phone network;
  - (ii) a Federal Universal Service Charge applicable to interstate and international services to recover fees imposed on us by the government to support universal service, and;
  - (iii) a Carrier Cost Recovery Charge applicable to long distance customers that helps defray various charges we pay for state to state and international calling such as those for government number administration, local number portability, regulatory fees, and charges we or our agents must pay to terminate calls on other networks.
- Please note that these are Verizon charges, not taxes. These charges, and what is included in these charges, are subject to change from time to time. For additional information regarding the charges on your Verizon bill, please visit [verizon.com](http://verizon.com) or call the number listed on your bill.

### Monthly Rate Changes to Directory Listing Services

On September 21, 2013, the monthly rates for Directory Listing services change as follows:

- Non-Published Service changes from \$2 to \$2.25
- Non-Listed Service changes from \$1.75 to \$2
- Additional Residential Listings change from \$2.25 to \$2.70 (includes Foreign, Alternate, Cross-Reference)

Use Verizon's new app, Visual 411, for FREE business directory listings, coupons, deals, weather and more. Available on your desktop, smart phone or FIOS TV, visit [verizon.com/visual411](http://verizon.com/visual411) for details.

**Bundle Today & Start Saving**

Call 1-888-803-0966 or visit [verizon.com/savenow](http://verizon.com/savenow) and let us review your account. We can help find the best bundle to meet your entertainment and communication needs. Thank you for being a valued Verizon customer.

### FUSF Surcharge Changes July 2, 2013

Your Federal Universal Service Fund (FUSF) surcharge may change on July 2, 2013. Authorized and reviewed quarterly by the FCC, the FUSF funds programs to keep local telephone rates affordable for all customers and provides discounts to schools, libraries, rural health care providers, and low-income families.



Account Number

Due Date  
7/16/13

Amount Due

Visit [verizon.com/myverizon](http://verizon.com/myverizon)

Shop \* Bill Pay \* Autopay  
Account Changes \* Repair  
On Demand/Pay Per View \* Details  
Go green today - Go Paper Free

**Account Information**

Statement Date: 6/22/13  
GARY WOODS  
Phone: 626-812-9098

**Account Summary**

Previous Balance

Payment Received Jun 10

Balance Forward

**New Charges**

Current Activity

Taxes, Governmental Surcharges and Fees

Verizon Surcharges and Other Charges & Credits

**Total New Charges due by July 16, 2013**

**Amount Due by July 16, 2013**

**Verizon News**

**Save With Verizon**

Did you know you could be eligible for savings with Verizon services? Call us at 1-888-956-8111 today to review your account.

**Special Online Only Price**

Order Verizon High Speed Internet up to .5 to 1 Mbps for only \$19.99/month for 1 yr. Visit [verizon.com/copper/1ao](http://verizon.com/copper/1ao) to get this ONLINE ONLY offer. Or call 1-888-947-8111 for other offers. Subject to taxes and fees. Terms and restrictions apply. Verizon voice service required. Limited-time offer.

**Special Online Only Price**

Get the fastest qualified Internet speed avail, unlimited local calling, plus 3 calling features for \$44.99/mo. for 1 yr. Visit [verizon.com/copper/5ef](http://verizon.com/copper/5ef) for this ONLINE ONLY offer. For other offers call 1-888-756-8823. Subject to taxes & fees. Terms & restrictions apply. Limited-time offer.

**Want Automatic Payment?**

Enroll below or at [Verizon.com](http://Verizon.com) to authorize your financial institution to deduct the amount of your monthly bill from the account associated with your enclosed check and send payment directly to Verizon. To discontinue Automatic Payment, call Verizon. Please keep a copy of this authorization.

**Questions about your bill or service?**

View your bills in detail at [verizon.com](http://verizon.com) or call 1-800-VERIZON (1-800-837-4966). Enter your ten digit number 626-812-9098. Use 1101034742 if asked for your customer identification code. Customers with disabilities call 1-800-974-6006 TTY.

Please return remit slip with payment.



Phone Number  
626-812-9098

Account Number

Date Due  
7/16/13

Page  
2 of 4

### Current Activity

#### Current Charges

6/22 7/21 Residence line  
6/22 7/21 Zone Unit Charges  
6/22 7/21 VLD - Verizon Single Rate Long Distance  
    \* Plan Charge 1.99  
6/22 7/21 VLD - International Calls

**Current Charges Subtotal**

#### Current Activity Total

### Taxes, Governmental Surcharges and Fees

Federal Excise Tax  
Funding to support the Public Utilities  
Commission  
911 State Tax  
California Relay Service and Communications  
Devices Fund  
CHCF-B and the CASF  
California Teleconnect Fund surcharge  
CA Universal Lifeline Telephone Service  
CA High Cost Fund - A

**Total Taxes, Governmental Surcharges and  
Fees**

### Verizon Surcharges and Other Charges & Credits

Federal Universal Service Fee  
Federal Subscriber Line Charge  
Carrier Cost Recovery Charge

**Total Verizon Surcharges and Other Charges &  
Credits**

### Legal Notices

#### Charges by Service Provider

Required by CA statute, this chart restates your Current Activity by service provider.

Verizon California

Verizon LD

94102; cpuc.ca.gov or 1-800-649-7570 (TDD 1-800-229-6846); for TV issues -  
your Local Franchise Authority; for interstate or international calling - FCC Consumer  
Complaints, 445 12th St. SW, Washington, DC 20554, fccinfo@fcc.gov or  
1-888-225-5322 (TTY 1-888-835-5322). The CA Consumer Protection rules are  
online at CPUC.ca.gov.

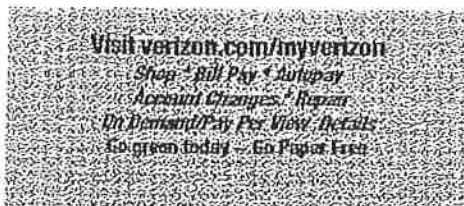


Account Number

Due Date

Amount Due

6/15/13



**Account Information**

Statement Date: 5/22/13  
GARY WOODS  
Phone: 626-812-9098

**Account Summary**

Previous Balance  
Payment Received May 7  
Balance Forward

**New Charges**

Current Activity  
Taxes, Governmental Surcharges and Fees  
Verizon Surcharges and Other Charges & Credits  
Total New Charges due by June 15, 2013

**Amount Due by June 15, 2013**

**Verizon News**

**Save With Verizon**

Did you know you could be eligible for savings with Verizon services? Call us at 1-888-697-8111 today to review your account.

**Special Online Only Price**

Order Verizon High Speed Internet up to .5 to 1 Mbps for only \$19.99/month for 1 yr. Visit [verizon.com/copper/7zn](http://verizon.com/copper/7zn) to get this ONLINE ONLY offer. Or call 1-888-675-8090 for other offers. Subject to taxes and fees. Terms and restrictions apply. Verizon voice service required. Limited time offer.

**Special Online Only Price**

Get the fastest qualified internet speed avail., unlimited local calling plus 3 calling features for \$44.99/mo. for 1 yr. Visit [verizon.com/copper/5ef](http://verizon.com/copper/5ef) for this ONLINE ONLY offer. For other offers call 1-888-558-1564. Subject to taxes & fees. Terms & restrictions apply. Limited time offer.

**Want Automatic Payment?**

Enroll below or at [Verizon.com](http://Verizon.com) to authorize your financial institution to deduct the amount of your monthly bill from the account associated with your enclosed check and send payment directly to Verizon. To discontinue Automatic Payment, call Verizon. Please keep a copy of this authorization.

**Questions about your bill or service?**

View your bills in detail at [verizon.com](http://verizon.com) or call 1-800-VERIZON (1-800-837-4966). Enter your ten digit number 626-812-9098. Use 1101034742 if asked for your customer identification code. Customers with disabilities call 1-800-974-6006 TTY.

Please return remit slip with payment.

To enroll in Automatic Payment (Sign and date below)



By signing above I verify that I have reviewed and accepted the terms and conditions at [verizon.com/autopayterms](http://verizon.com/autopayterms) for automatic bill payment

Account Number:  
New Charges Due: Jun 15, 2013  
Amount Due: 052213

Make check payable to Verizon



00025600 01 AV 0.360 VC052211 0097 XX  
GARY WOODS  
450 N. SOLDANO AVE APT 242  
AZUSA CA 91702-3670



VERIZON  
PO BOX 920041  
DALLAS TX 75392-0041

01 1411 1101034742 00N00000000000 00000003569 06



Phone Number  
626-812-9098

Account Number

Date Due  
6/15/13

Page  
2 of 4

### Current Activity

#### Current Charges

5/22	6/21	Residence line	
5/22	6/21	Zone Unit Charges	
5/22	6/21	VLD - Verizon Single Rate Long Distance	
		• Plan charge	1.99
		• Plan calls	.72

#### Current Charges Subtotal

#### Current Activity Total

### Taxes, Governmental Surcharges and Fees

- Federal Excise Tax
- Funding to support the Public Utilities Commission
- 911 State Tax
- California Relay Service and Communications Devices Fund
- CHCF-B and the CASF
- California Teleconnect Fund surcharge
- CA Universal Lifeline Telephone Service
- CA High Cost Fund - A

#### Total Taxes, Governmental Surcharges and Fees

### Verizon Surcharges and Other Charges & Credits

- Federal Universal Service Fee
- Federal Subscriber Line Charge
- Carrier Cost Recovery Charge

#### Total Verizon Surcharges and Other Charges & Credits

### Legal Notices

#### Charges by Service Provider

Required by CA statute, this chart restates your Current Activity by service provider.

	Verizon California	Verizon LD
Voice		

#### Current Activity

##### Total

##### Taxes, Fees and Other Charges

Basic charges of \$31.14 per month must be paid to retain local service.

#### Payment by Check

Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

#### Late Payment Charges

To avoid a late payment charge of 1.5% or \$2.50, whichever is greater, on unpaid balances over \$20 payment must be received before Jun 22, 2013.

#### Correspondence

Go to [verizon.com/contactus](http://verizon.com/contactus) or mail to PO Box 33078, St. Petersburg, FL 33733

#### Credit Reporting

If you fail to pay your bill, Verizon may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.

#### Questions & Correspondence

If you have a question about this bill, call 1-800-Verizon. If your complaint remains unresolved contact: for intrastate or slamming (unauthorized carrier changes) issues - the CPUC at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA

94102, [cpuc.ca.gov](http://cpuc.ca.gov) or 1-800-649 7570 (TDD 1-800-229-6846); for TV issues - your Local Franchise Authority; for interstate or international calling - FCC Consumer Complaints, 445 12th St. SW, Washington, DC 20554, [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov) or 1-888-225-5322 (TTY 1-888-835-5322). The CA Consumer Protection rules are online at [CPUC.ca.gov](http://CPUC.ca.gov).

#### Bankruptcy Information

If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

#### You Can Block Third Party Billing to Your Verizon BILL

For more information, visit [verizon.com/blocking](http://verizon.com/blocking) or call us at 1-800-Verizon.





Phone Number  
626-812-9098

Account Number

Date Due  
6/15/13

Page  
3 of 4

## Call Detail

### Zone Unit Charges

Date	Time	Place	Number	Rate	Minutes	Amount
Apr 29	11:04 PM		CA 626-	Night		
May 5	11:11 PM		CA 626-	Night		
May 6	10:59 PM		CA 626-	Eve		
May 11	7:39 AM		CA 626-	Night		
May 11	2:44 PM		CA 626-	Night		
May 12	11:45 AM		CA 626-	Night		
May 18	9:37 PM		CA 626-	Night		
May 19	8:23 AM		CA 626-	Night		
May 21	5:12 PM		CA 626-	Eve		
<b>Total Zone Unit Charges</b>						

### VLD - Verizon Single Rate Long Distance

Date	Time	Place	Number	Minutes	Amount
Apr 25	3:18 PM		CA		
May 7	7:15 PM		CA		
<b>Subtotal</b>					

### Summary of VLD - Verizon Single Rate Long Distance

Plan Charge

Plan calls

### Total VLD - Verizon Single Rate Long Distance

Verizon Single Rate Long Distance start date: 08/31/09

Thank you for using Verizon Long Distance.



Account Number

Due Date  
5/16/13

Amount Due

Visit [verizon.com/myverizon](http://verizon.com/myverizon)

Shop \* Bill Pay \* Autopay

Account Changes \* Repair

On Demand/Pay Per View Details

Go green today ~ Go Paper Free

#### Account Information

Statement Date: 4/22/13

GARY WOODS

Phone: 626-812-9098

#### Account Summary

Previous Balance

Payment Received Apr 5

Balance Forward

#### New Charges

Current Activity

Taxes, Governmental Surcharges and Fees

Verizon Surcharges and Other Charges & Credits

**Total New Charges due by May 16, 2013**

**Amount Due by May 16, 2013**

#### Verizon News

##### Save With Verizon

Did you know you could be eligible for savings with Verizon services? Call us at 1-888-747-4955 today to review your account.

##### Special Online Only Price

Order Verizon High Speed Internet up to .5 to 1 Mbps for only \$19.99/month for 1 yr. Visit [verizon.com/copper/8aq](http://verizon.com/copper/8aq) to get this ONLINE ONLY offer. Or call 1-888-689-8090 for other offers. Subject to taxes and fees. Terms and restrictions apply. Verizon voice service required. Limited time offer.

##### Special Online Only Price

Get the fastest qualified Internet speed avail., unlimited local calling plus 3 calling features for \$44.99/mo. for 1 yr. Visit [verizon.com/copper/7zm](http://verizon.com/copper/7zm) for this ONLINE ONLY offer. For other offers call 1-888-674-8111. Subject to taxes & fees. Terms &



Phone Number  
626-812-9098

Account Number

Date Due  
5/16/13

Page  
2 of 4

**Current Activity**

**Current Charges**

4/22 5/21 Residence line  
 4/22 5/21 Zone Unit Charges  
 4/22 5/21 VLD – Verizon Single Rate Long Distance  
     • Plan charge 1.99  
     • Plan calls .12

**Current Charges Subtotal**

**Current Activity Total**

**Taxes, Governmental Surcharges and Fees**

Federal Excise Tax  
 Funding to support the Public Utilities  
 Commission  
 911 State Tax  
 California Relay Service and Communications  
 Devices Fund  
 CHCF-B and the CASF  
 California Teleconnect Fund surcharge  
 CA Universal Lifeline Telephone Service  
 CA High Cost Fund – A

**Total Taxes, Governmental Surcharges and Fees**

**Verizon Surcharges and Other Charges & Credits**

Federal Universal Service Fee

**Charges by Service Provider**

As required by CA statute, the grid below restates your current charges, including taxes and fees, by service provider. The total charges shown here will match the "Total New Charges" line shown on page 1.

	Verizon California	Verizon LD	Total
Voice			
Taxes, Fees and Other Charges			
<b>Total New Charges</b>			

Basic charges of \$31.14 per month must be paid to retain local telephone service. This amount includes charges for your line, the interstate subscriber line charge, and applicable taxes, fees, and other charges.



Phone Number  
626-812-9098

Account Number

Date Due  
5/16/13

Page  
3 of 4

## Call Detail

### Zone Unit Charges

Date	Time	Place	Number	Rate	Minutes	Amount
Mar 23	6:37 PM	CA	626-	Night		
Mar 24	7:57 AM	CA	626-	Night		
Mar 30	9:19 AM	CA	626-	Night		
Apr 4	5:15 PM	CA	626-	Eve		
Apr 7	8:15 AM	CA	626-	Night		
Apr 16	3:45 PM	CA	626-	Day		
Apr 20	8:19 AM	CA	626-	Night		
Apr 21	8:29 AM	CA	626-	Night		

Total Zone Unit Charges

### LD - Verizon Single Rate Long Distance

Date	Time	Place	Number	Minutes	Amount
Mar 28	4:31 PM	Los Angeles CA			

Subtotal

### Summary of VLD - Verizon Single Rate Long Distance

Plan Charge

Plan calls

Total VLD - Verizon Single Rate Long Distance

\$2.11



## Need-to-Know Information

### Important Information Regarding Telecommunications Relay Service (TRS)

TRS provides an operator to telephone users who use text telephones (TTY) or web capable devices (WCD) because they are deaf, hard of hearing, or speech disabled. From payphones, TRS local calls are free; toll calls must be billed to calling cards, prepaid cards (PPC), collect or third party billing. PPC information is available online at [fcc.gov/cgb/consumerfacts/prepaidcards.html](http://fcc.gov/cgb/consumerfacts/prepaidcards.html).

Available TRS methods are explained below. TRS is provided 24 hours a day, 365 days per year with no time limits. For further information call TRS, visit TRS web site, or read the explanation available in telephone books.

1. To call a TTY user, dial TRS at 711. A Communications Assistant (CA) will place your call and type your spoken words for the TTY user. The CA will read to you the messages the TTY user sends you. Calls are private, confidential and uncensored. While there is no charge to TRS users for TTY, regular phone charges do apply.
2. Speech-to-Speech Service (STS) is another form of TRS available by calling 711. The CA can assume an active or passive role in repeating the conversation and follows the same guidelines as with TTY calls.
3. IP Relay Service is a form of TRS which relays calls from a WCD. A CA follows the TTY call guidelines.

To use IP Relay:

- (a) connect a WCD to an Internet Service Provider;
- (b) type in your TRS IP Internet address;
- (c) enter your 10 digit pre-subscribed number; and
- (d) select your preferred relay operator's icon.

month (the federal lifeline subscriber line charge of \$6.50 is waived for Lifeline customers). In addition to the lower monthly telephone service price available through the Lifeline program, customers qualifying for Lifeline pay a reduced service connection charge of \$10.00. There are other options that can help low-income consumers save money, including a voluntary limit on long distance (toll) calling, free toll blocking and a waived deposit with toll blocking. For Lifeline customers that do not pay toll charges, their access to the toll network may be denied, however, local service will not be disconnected.

### Native American Lifeline Service Available

Verizon also provides low-cost Lifeline service through its Native American Lifeline (NAL) program. Residents of federally recognized tribal lands who meet the criteria for Lifeline may qualify to obtain basic telephone service for as low as \$1.00 per month. Residents of federally recognized tribal lands who currently do not have telephone service may also be eligible to obtain up to a \$100 credit to offset the one-time costs to establish telephone service. This credit is known as Link-Up assistance. If you have any questions about EITel, Lifeline, Link-Up or NAL, please call us toll-free at 1-800-VERIZON or visit [www.lifelinesupport.org](http://www.lifelinesupport.org).

### April is National Safe Digging Month

Call before you dig! 811 is the FREE nationwide number designated to protect diggers from hitting an underground utility line. Call 811 several days before digging to have underground utilities marked to avoid disrupted service, serious injury or possible fines.

### Verizon Surcharges

Verizon's Surcharges include (i) a Federal Subscriber Line and Access Recovery Charge applicable to local services that helps pay for the costs of providing and maintaining the local phone network; (ii) a Federal Universal Service Charge applicable to interstate and international services to recover fees imposed on us by the





Phone Number  
626-812-9098

Account Number

Date Due  
4/15/13

Page  
2 of 3

**Current Activity**

**Current Charges**

- 3/22 4/21 Residence line
- 3/22 4/21 Zone Unit Charges
- 3/22 4/21 VLD - Verizon Single Rate Long Distance
  - Plan charge
  - Plan calls

**Current Charges Subtotal**

**Current Activity Total**

**Taxes, Governmental Surcharges and Fees**

- Federal Excise Tax
- Funding to support the Public Utilities Commission
- 911 State Tax
- California Relay Service and Communications Devices Fund
- CHCF-B and the CASF
- California Teleconnect Fund surcharge
- CA Universal Lifeline Telephone Service
- CA High Cost Fund - A

**Total Taxes, Governmental Surcharges and Fees**

**Verizon Surcharges and Other Charges & Credits**

Federal Universal Service Fee

**Charges by Service Provider**

As required by CA statute, the grid below restates your current charges, including taxes and fees, by service provider. The total charges shown here will match the "Total New Charges" line shown on page 1.

	Verizon California	Verizon LD	Total
Voice			
Taxes, Fees and Other Charges			

**Total New  
Charges**

Basic charges of \$31.18 per month must be paid to retain local telephone service. This amount includes charges for your line, the interstate subscriber line charge, and applicable taxes, fees, and other charges.



Phone Number  
626-812-9098

Account Number

Date Due  
4/15/13

Page  
3 of 3

Call Detail

Zone Unit Charges

Date	Time	Place	Number	Rate	Minutes	Ar
Feb 24	2:43 PM	CA	626-	Night		
Feb 26	1:54 PM	CA	626-	Day		
Mar 1	2:33 PM	CA	626-	Day		
Mar 4	10:38 AM	CA	626-	Day		
Mar 5	3:26 PM	CA	626-	Day		
Mar 14	2:13 PM	CA	626-	Day		
Mar 19	7:34 PM	CA	626-	Eve		
Mar 22	7:55 PM	CA	626-	Eve		
Mar 22	7:56 PM	CA	626-	Eve		
<b>Total Zone Unit Charges</b>						<b>\$ .81</b>

VLD – Verizon Single Rate Long Distance

Date	Time	Place	Number	Minutes	Amount
Feb 28	6:13 PM	LosAngeles CA	213	4.0	

Subtotal

Summary of VLD – Verizon Single Rate Long Distance

Plan Charge

Plan calls

**Total VLD – Verizon Single Rate Long Distance**

Verizon Single Rate Long Distance start date: 08/31/09

Thank you for using Verizon Long Distance.



# EXHIBIT 22

# AZUSA SALES

**Kitchen Specialties Since 1953**  
 406 N. AZUSA AVE. AZUSA, CA 91702  
 (626) 334-0213 • WWW.AZUSASALES.COM



## SALES ORDER

DELIVER  WILL CALL  TAKE  NOTIFY   
 DAY 505 DATE 6/22/13 AM   
 VIA 155 5750 PM

NO. 5750

### SOLD TO

NAME: Cam Wood HOME PHONE: (536)  
 ADDRESS: 450 N. Sycamore St APT # 4 JOB SITE ADDRESS: ( )  
 CITY: Azusa CA 91702 GIBELL FAX: ( ) CITY: ( ) ZIP: ( )

### SHIP TO

PHONE: ( )

### DATE

6/22/13

### SALESPERSON

DKE

### TRANSACTION

E-MAIL: woodcam@azusa.com  
 SOURCE:  NEWSPAPER  MAILER  REFERRAL  PHONE BOOK  CABLE  PC  INTERNET  
 DELIVERY INSTRUCTIONS:  YES  NO SPECIAL INSTRUCTIONS

PURCHASE ORDER NUMBER: 1  
 SERIAL: 2 CLR: 3 LOC: 4 LIST: 5  
 SERIAL: 3 CLR: 6 LOC: 7 LIST: 8

CODE	KEY	SKU	DESCRIPTION	BRAND	MODEL	SERIAL	CLR	LOC	LOC/TAG	LIST	AMOUNT	ACCT
1												
2												
3												
4												
5												
6												
7												

EXTENDED WARRANTY:  
 FROM DATE OF PURCHASE

I HEREBY AGREE TO THE FOLLOWING TERMS  
Cam Wood

- SPECIAL ORDERS CANNOT BE CANCELED.
- IF NO ONE AT HOME AT TIME OF DELIVERY, THERE WILL BE A \$55 RE-DELIVERY CHARGE.
- AMOUNTS PAST DUE WILL BE CHARGE 1 1/2% PER MONTH (MINIMUM \$15 PER MONTH).
- RETURNED ITEMS MAY BE SUBJECT TO A MINIMUM 15% RESTOCKING CHARGE.
- IF DELIVERY AND / OR INSTALLATION IS SPECIFIED, IT IS TO EXISTING FACILITIES ONLY AND EASY ACCESS IS REQUIRED.
- PRICES ON APPLIANCES DO NOT INCLUDE GAS FLEX LINES, SHUTOFF VALVES, 220 VOLT RANGE AND DRYER CORDS, VENTING MATERIAL, ETC. ALL INSTALLATION PARTS WILL BE BILLED SEPARATELY.
- WE ARE NOT RESPONSIBLE FOR DAMAGE TO DOORS, FLOOR COVERINGS, DOOR FRAMES OR STAIRWAYS DURING DELIVERY. UPSTAIRS DELIVERY MAY REQUIRE AN EXTRA CHARGE.

DATE: 6/22/13  
 FINANCE COMPANY: ( ) TERMS: ( )  
 ACCOUNT NUMBER: ( )  
 AMOUNT DUE: ( )

63	DELIVERY	3275
61	SALES TAX	499.95
30	EXTEN. WAR.	
67	FRIGHT	
68	G/L#	
65	SUBLET	
	TOTAL	588.49
71	CASH	
72	CK. #	
73	CR. CARD	
	BALANCE	→

TERMS: X DATE: \_\_\_\_\_  
 CUSTOMER: \_\_\_\_\_

NO. 5750

# EXHIBIT 23

779.17

# TENANCY AGREEMENT

CO# 165  
BLDG# 06  
UNIT# 242

This Tenancy Agreement ("Agreement") is entered into as of 8/24/09 (date) by and between Soldano Senior Village ("Landlord") and Gary Woods (individually and collectively "Tenant"). Landlord and Tenant agree as follows:

- Premises:** Landlord rents to Tenant and Tenant rents from Landlord real property and improvements described as: 450 N. Soldano Ave., Azusa Unit # 242, California 91702. ("Premises").
- Term:** The term of this Agreement shall commence on (date) 8/24/09 ("Commencement Date") (Check A or B):

- A. **MONTH-TO-MONTH:** and continue on a month-to-month basis. 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:** for a period of 12 months terminating on (date) 8/30/10, and thereafter the tenancy shall continue on a month-to-month basis, unless either Landlord or Tenant has given the other 30 days prior written notice that such month-to-month tenancy shall not be created. Except as otherwise modified by the parties, all terms and conditions of this Agreement shall remain in full force and effect during said month-to-month tenancy, which may be terminated in the manner set forth in paragraph 2.A.

**NOTICE:** A tenant who stops paying rent before expiration of his or her term, without lawful excuse, has breached the lease. The fact the tenant has vacated the premises, or otherwise been ousted of possession by legal procedures to terminate the tenancy, does not relieve the tenant of the rental obligation for the balance of the term. This is so even if the landlord declares a forfeiture of the lease. The landlord may pursue a damages claim for all damages incurred, including but not limited to, unpaid rent for the balance of the term (less any rent paid by a replacement tenant during the term), costs of cleaning and repairing the premises, and attorneys' fees and costs.

- Rent:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the security deposit.
  - Tenant agrees to pay base rent of \$ 850.00 per month.
  - Rent is payable in advance on the first day of each calendar month, and is delinquent on the next day.
  - If the Commencement Date falls on any day other than the first on the month, and Tenant has paid one full month's Rent in advance of the Commencement Date, Rent for the second calendar month shall be prorated based upon a 30-day period.
  - PAYMENT:** Rent shall be paid by personal check, money order or cashier's check to Landlord and shall be delivered to the office of the Landlord's duly authorized management agent, VPM Management, Inc., a California corporation, located at 2400 Main Street, Suite 201, Irvine, CA 92614-6271, or such other place as the Landlord may designate in writing from time to time. The telephone number for Landlord's management agent is (949) 863-1500. Payments may be made in person at the above-referenced office of the Landlord's management agent between the hours of 9:00 a.m. to 5:00 p.m., on the following days of the week: Monday through Friday. **NO CASH IS ACCEPTED.**
  - All Rent paid after the tenth of any month must be paid in the form of a cashier's check or money order and must include the \$50.00 late charge. **LANDLORD WILL NOT ACCEPT PERSONAL CHECKS AFTER THE TENTH DAY OF ANY MONTH.**
- HUD Tenancies (if checked):** Tenant's portion of the base rent is \$ N/A and the local Housing Authority's portion of the base rent is \$ N/A. A copy of the Housing Assistance Payment Contract (HAP Contract) is attached hereto and incorporated herein. The amount of the monthly housing assistance payment pursuant to the HAP Contract is subject to change in accordance with HUD requirements. Tenant agrees to pay any increases in Tenant's portion of the base rent without any further notice from the Landlord.
- Late Charges:** Tenant agrees to pay a late charge of Fifty Dollars (\$50.00) if the Rent is not paid within five (5) days of its due date. Tenant and Landlord agree that Landlord will sustain damage on account of any late payment of rent, including but not limited to added accounting, administrative and management expenses and costs, but that it will be impracticable and extremely difficult to specify the actual amount of such damage. The parties agree that this late charge represents a fair and reasonable estimate of the damages that Landlord will incur by reason of the late payment of rent. Tenant bears the risk of loss or delay of any payment made by mail. This late charge, which shall be considered "additional rent," does not establish a grace period; Landlord may serve a Three Day Notice to Pay Rent or Quit if Rent is not paid on its due date.
- Rent Check Returned for Insufficient Funds:** Tenant agrees to pay a service charge of twenty-five dollars (\$25.00) if Tenant's bank returns a rent check for insufficient funds or Tenant instructs the bank to stop payment of said funds. If the bank returns Tenant's check, Landlord may serve, in accordance with Civil Code § 827, a 30-day written notice that all future payments must be made in the form of a cashier's check or money order.
- Application of Payments:** At Landlord's option and without notice, Landlord may apply payments received first to any of Tenant's unpaid obligations, then to current rent - regardless of notations on checks or money orders and regardless of when the obligations arose.
- Notice That Failure to Pay Rent On Time May Be Reported to Credit Record Agencies:** Pursuant to California Civil Code § 1785.26, Tenant is hereby notified that a negative credit report reflecting on Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of credit obligations by failing to pay rent on time.
- Security Deposit:**
  - Tenant will deposit with Landlord the sum of 0 Dollars (\$ 0) as a security deposit. Landlord shall not be obligated to pay interest on the security deposit to Tenant unless required by law. Landlord will hold the deposit for the full and timely performance by Tenant of Tenant's obligations under this Agreement, including payment of Rent and cleaning, maintaining, and repairing the Premises after surrender. If all or any portion of Tenant's security deposit is applied by Landlord during the term of this Agreement, Landlord may demand that Tenant replenish the full amount applied. Tenant's failure to replenish the amount within five (5) days after written demand will constitute a breach of this Agreement. Landlord's written demand for replenishment will include an itemized statement describing the disposition of the security. The balance of all deposits shall be refunded within three weeks from the date possession is delivered to Landlord or Landlord's agent, together with a statement showing any charges made against the deposits by Landlord. No trust relationship between Landlord and Tenant is created on account of the security deposit and Landlord may commingle the deposit with other funds of Landlord.

- b. Under California law, after giving or receiving a notice of termination of tenancy or before expiration of a lease, Tenant has a right to request that the Landlord or its authorized agent make an initial inspection of the Premises to determine its condition before Tenant vacates, and Tenant has the right to be present during the inspection. The purpose of the inspection is to allow the Tenant an opportunity to remedy identified deficiencies or damage to the Premises, if any, caused by Tenant. If Tenant wishes to have such an inspection, please contact the Landlord or its authorized representative as soon as possible after giving or receiving a notice of termination of tenancy or prior to expiration of the lease, as the case may be. If Tenant requests an inspection, Tenant will be given 48 hours' advance notice of the inspection, but Tenant may waive in writing the required 48 hours' notice and have the inspection done sooner.
  - c. Return of keys to the Premises signifies the conclusion of occupancy of the Premises by Tenant. If no forwarding address is given, the security deposit disbursement will be mailed to the Premises. If the security deposit refund is returned as undeliverable due to insufficient address, the check will be held for three (3) months and then voided.
  - d. If lawful charges, deductions, damages and other unpaid sums due under this Agreement exceed the total amount of deposits, Tenant shall pay such excess amount upon written demand mailed to Tenant.
  - e. The security deposit will not be returned until all occupants have vacated the Premises. Any security deposit returned by check shall be made payable to all persons named as a Tenant on this Agreement, or as subsequently modified.
10. **Nonrefundable Applicant Screening Fee:** Any "screening fee" charged to process Tenant's rental application is nonrefundable, and has not and will not be credited to Tenant's security deposit or deemed to be a security deposit.
  11. **Acceptance of Condition of Premises:** Tenant agrees that Tenant has inspected the Premises including fixtures and accepts the same as being clean and in orderly condition and repair, exceptions to be noted on the Landlord-Tenant Checklist, attached hereto as an Addendum to this Agreement. The Landlord-Tenant Checklist must be reviewed by both the Tenant and Landlord or Landlord's agent. There may be charges for any item not listed on this original checklist at the time the Tenant vacates the Premises.
  12. **Delay in Possession:** If delivery of possession of the Premises by Landlord at the Commencement Date is delayed, Landlord shall not be liable for any damage caused by the delay, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within ten (10) days of the Commencement Date.
  13. **Use:** The Premises shall be used as a private dwelling with no more than ( 1 ) one persons inhabiting the Premises during any month, and for no other purpose, without Landlord's prior written consent. Tenant agrees to comply with any recorded covenants, conditions, restrictions and/or easements affecting the Premises and/or the property of which the Premises are a part. Without Landlord's prior written consent, Tenant may not use or maintain a waterbed on the Premises.
  14. **No Automobile Repair:** Tenant may not repair automobiles, motorcycles, other motor vehicles, or any other heavy machinery anywhere in the parking area, garage, or driveway, or on any other portion of the property of which the Premises are a part.
  15. **Maintenance:** Tenant shall properly use, operate and safeguard the Premises, including if applicable, any 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 immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all damage to the Premises as a result of failure to report a problem in a timely manner.
  16. **Tenant's Obligations To Refrain from Disturbance, Unlawful Conduct, and Waste:** Tenant shall not disturb, annoy, endanger, interfere or inconvenience Landlord, Landlord's employees, agents or contractors, nor other residents or invitees within the community, nor occupants of neighboring properties, nor use the Premises for any immoral or unlawful purpose nor violate any law or ordinance. Tenant shall not commit or permit any waste upon the Premises, or any nuisance or other act or thing, which may disturb the quiet enjoyment of the apartment community of which the Premises are a part. This shall include but not be limited to loud or late parties, loud music or television set. Violation of this provision, at Landlord's option, shall constitute grounds for immediate termination of this Agreement.
  17. **Animals:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises, or the apartment community of which the Premises are a part, even temporarily, without the prior written consent of Landlord. Exceptions: \_\_\_\_\_
  18. **Alterations:** Tenant shall make no alterations or improvements to the Premises without obtaining Landlord's written consent in advance, including but not limited to painting, wallpapering, permanent shelving, flooring, shades, or installing or changing locks. Tenant shall, at Tenant's own expense and at all times, maintain the Premises in good working order and repair, and shall surrender the Premises at termination of this Agreement in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's family, invitees, guests and animals. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Premises or the apartment community of which the Premises are a part, including wall, ceiling, and floor coverings, and the furniture, fixtures, and furnishings of the Premises.
  19. **Assignment or Subletting:** Tenant shall not assign this Agreement or any interest under this Agreement or sublet the Premises or any portion of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. The Landlord's consent shall not be deemed unreasonably withheld for any reasonable objection, including but not limited to the following: (a) the proposed assignee or subtenant does not have the financial ability or stability to carry out the tenant's obligations under this Agreement, (b) the proposed assignee or subtenant would change the use of the Premises, (c) the proposed assignee or subtenant has a poor credit history or poor history with previous landlords, or (d) the proposed assignee or subtenant does not satisfy the standards then used by Landlord for approving tenants in the building in which the Premises are located.
  20. **Guests:** Tenant may have guests on the Premises for not more than 3 consecutive days or 15 days in any calendar year, and no more than two guests at any one time without Landlord's prior written consent. Tenant may not take in any boarders, lodgers, or roommates without Landlord's prior written consent, which shall not be unreasonably withheld. Any guest whose stay exceeds the specified time limits, or any boarder, lodger, or roommate to whom Landlord has not consented, is not a tenant of the Premises, and will be subject to eviction by Landlord under legal process without prior service of a notice to quit or other termination notice.
  21. **Entry:** Tenant shall make the Premises available to Landlord or Landlord's representatives 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 the Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. 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. No

notice is required to enter in case of an emergency, or if Tenant is present and consents at the time of entry, or if 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.

22. **Abandonment:** If Tenant abandons or vacates the Premises, Landlord may, at its option, terminate this Agreement, re-enter the Premises and remove abandoned property. If Tenant abandons or surrenders the Premises, Landlord may consider any personal property left on the Premises to be abandoned and may dispose of it in any manner allowed by law. If Landlord reasonably believes that the abandoned personal property has a total resale value of less than \$300, Landlord may keep the personal property for Landlord's use or otherwise dispose of it in accordance with law. All personal property on the Premises is made subject to a lien in favor of Landlord for the payment of all sums due under this Agreement, to the maximum extent allowed by law.
23. **Temporary Relocation:** Tenant agrees, upon demand of Landlord, to temporarily vacate the Premises for a reasonable period to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to the Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare the 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 the Premises.
24. **Insurance:** Tenant's and Tenant's guest's and invitee's personal property and vehicles are not insured by Landlord or Landlord's agents, 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 an increase in Landlord's insurance premium or loss of insurance.
25. **Indemnity:** Landlord, its employees and agents shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the Premises or any part of the Premises or in common areas, unless the damage is the proximate result of the gross negligence or willful misconduct of Landlord, Landlord's agents, or Landlord's employees. To the fullest extent permitting by law, Tenant agrees to indemnify, defend, and hold harmless Landlord, and Landlord's, officers, directors, shareholders, partners, members, managers, employees, agents, successors, assigns, subsidiaries and affiliates, for any liability, costs (including reasonable attorney fees), or claims for personal injuries or property damage caused by the negligent, willful, or intentional act or omission to act of Tenant or Tenant's guests or invitees. Each party waives the right of subrogation against the other party. All of Tenant's indemnity obligations under this Agreement shall survive the expiration or termination of this Agreement.
26. **Default:** If Tenant fails to pay rent when due, or to perform any term, covenant or condition of this Agreement, after not less than three (3) days' written notice of default given in the manner required by law, Landlord, at Landlord's option, may terminate all rights of Tenant under this Agreement, unless the default is curable and Tenant, within the time specified, cures the default.
27. **Remedies:** In the event of a default by Tenant, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default, Landlord may elect to: (a) continue the Agreement in effect, and enforce all Landlord's rights and remedies under this Agreement, including the right to recover the rent as it becomes due; (b) at any time, terminate all of Tenant's rights under this Agreement, and recover from Tenant all damages Landlord may incur by reason of the breach of the Agreement, including the cost of recovering possession of the Premises and including the worth at the time of the termination or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss that the tenant proves could be reasonably avoided; if termination of this Agreement is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit; (c) pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of California. In addition to any other rights and remedies allowed by this Agreement or by law, Landlord shall have the remedies as set forth in Civil Code § 1951.2, Civil Code § 1951.4, and Code of Civil Procedure §§ 1161 et. seq.
28. **Malicious Holding Over; Statutory Damages:** If Tenant maliciously remains in possession of the Premises after expiration of the tenancy, or on termination of the tenancy, Landlord may recover statutory damages of up to \$600, in addition to rent due and any other actual damages.
29. **Attorneys Fees and Costs:** In any legal action brought by either party to enforce the terms of this Agreement or relating to the Premises, the prevailing party shall be entitled to all costs incurred in connection with that action, including reasonable attorney fees.
30. **All Remedies Cumulative and Available:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
31. **No Waiver:** No failure of Landlord to enforce any term of this Agreement shall be deemed a waiver, nor shall any acceptance of a partial payment of Rent be deemed a waiver of Landlord's right to full payment of Rent. Landlord's receipt of Rent with knowledge of Tenant's violation of a covenant does not waive Landlord's right to enforce any covenant of this Agreement. No waiver by either party of a provision of this Agreement will be considered to have been made unless expressed in writing and signed by all parties. Waiver by either party of a breach of any covenant of this Agreement will not constitute a continuing waiver of any subsequent breach.
32. **Multiple Residents:** Each Tenant is jointly and severally liable for all obligations under this Agreement. If Tenant or any guest or invitee violates this Agreement or Landlord's Rules and Regulations, all Tenants are considered to have violated this Agreement. Landlord's requests and notices to any Tenant constitute notice to all Tenants and occupants. Notices and requests from any Tenant or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents.
33. **Service of Notices:** For purpose of service of process and service of notices and demands, Tenant's address is the Premises. Notices, demands, and service of process for Landlord and/or Landlord's management agent, VPM Management, Inc., a California corporation, may be served upon VPM Management, Inc., a California corporation, at the following address and phone number: 2400 Main Street, Suite 201, Irvine, CA 92614-6271; (949) 863-1500.
34. **Covenants Are Material and Reasonable:** The parties consider each and every term, covenant, and provision of this Agreement to be material and reasonable.
35. **Rules and Regulations:** Tenant shall comply with the Rules and Regulations that are from time to time promulgated by Landlord. Tenant agrees that Landlord may from time to time modify the Rules and Regulations by delivering a copy of the modifications to Tenant at least five (5) days prior to the effective date of the modifications.
36. **Rental Application:** Tenant agrees that any material misrepresentation or omission made by Tenant on Tenant's rental application constitutes a noncurable default under this Agreement.

37. **Credit Information:** Tenant agrees that during the tenancy, and after the tenancy for purposes of enforcing any of Tenant's obligations under this Agreement, Landlord is authorized to obtain credit information regarding Tenant from any credit information provider, as the Landlord deems necessary.
38. **Disclosure Rights:** If someone requests information on Tenant or Tenant's rental history for law-enforcement, governmental, or business purposes, Landlord, its agents and/or employees may provide it.
39. **Subordination:** This Agreement shall be subject and subordinate to the lien of any mortgages and/or deeds of trust in any amounts whatsoever now or hereinafter placed against or affecting the Premises or any part of the property of which the Premises are a part. Upon Landlord's request, Tenant shall execute and deliver, without charge therefore, such further documents and instruments evidencing the subordination of this Agreement to any lien as may be required by Landlord from time to time, within ten (10) days following Landlord's request therefore. Failure to execute instruments evidencing subordination of this Agreement to a mortgage or deed of trust shall constitute a default by Tenant herein.
40. **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 acknowledgement that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
41. **Utilities:**
- a. Tenant shall pay all utilities, service charges, and costs related to occupancy of the Premises, except for Gas, water, Pest Control, which Landlord will pay. The following utility services are individually metered for Tenant's unit and Tenant shall contact each local utility company directly to arrange and pay for service: Electricity. The following utility services to the Tenant will be billed by the Landlord or its billing company based on either a submeter or an allocation formula: Electricity. The amount owing for utility services billed by the Landlord or its billing company is considered additional rent under this Agreement, and nonpayment of any such bill within 14 days of the billing date shall constitute a default in the payment of Rent. The amount of the bill is subject to applicable government rules, regulations, and guidelines and the rules of the utility providing the service to Landlord. Upon termination or expiration of this Agreement, unpaid utility bills may be deducted from Tenant's security deposit. The failure of Tenant to make in full in a timely manner for utilities is a substantial and material breach entitling Landlord to pursue any and all legal remedies available under this Agreement or applicable laws.
- b. Landlord shall not be liable for any losses or damage that result from outages, interruptions, or fluctuations in utilities provided to Tenant's unit, unless such loss or damage was the direct result of the willful conduct or negligence of Landlord or Landlord's employees. Tenant hereby releases Landlord from any and all such claims arising from or relating to such outages, interruptions, or fluctuations. Tenant hereby waives any all claims for offset, rent reduction, or diminished value of the Premises due to such outages, interruptions, or fluctuations. The term "Landlord" shall include Landlord's officers, directors, shareholders, partners, members, managers, employees, agents, successors, assigns, subsidiaries and affiliates.
- c. Tenant agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or submetering system or device. Violation of this section is a material and substantial breach of the Lease and shall entitle Landlord to all available remedies under the Lease or applicable laws.
- d. Landlord's receipt of rent with knowledge of Tenant's failure to pay utility charges does not waive Landlord's right to enforce any covenant of this Agreement.
42. **Keys:** Tenant hereby accepts 3 keys, which the Tenant agrees to return to the Landlord at the termination of the tenancy, or in the alternative, to pay the cost of lock replacement. All of the above charges are due on demand and if not paid, may be deducted from the security deposit. The fees to replace keys are as follows: apartment \$5.00, mail \$10.00, pool \$5.00, other \$5.00.
43. **Parking.** Tenant acknowledges receipt of N/A parking decal(s) for the vehicles listed on the attached "Vehicles Owned" Form. Tenant also acknowledges the assignment of Carport No(s) 17, N/A. If a remote control device is required for property access, Tenant acknowledges receipt of 0 remote devices. Place the decals on the BOTTOM LEFT CORNER OF THE BACK WINDOW (behind the driver's side). If the vehicle has tinted windows in the back, place the sticker in the BOTTOM LEFT CORNER OF THE WINDSHIELD (on the driver's side). Tenant understands that vehicle information as well as license plate numbers are recorded.
- a. The fee to replace a parking decal is \$N/A. The fee to replace a remote device is \$25.00
- b. ANY VEHICLE PARKED IN VIOLATION OF THE TERMS OF THIS AGREEMENT WILL BE TOWED AT THE VEHICLE OWNER'S EXPENSE WITHOUT PRIOR NOTICE. Vehicles may be towed under any of the following circumstances:
- (1) A parking decal that does not match the carport number assigned by the Landlord;
  - (2) The vehicle has no parking decal in an area where decals are required;
  - (3) The parking decal does not match the vehicle information provided to the Landlord;
  - (4) With or without a decal, the vehicle is parked in an area designated as "No Parking" including red zones, in a handicap parking space without a State issued handicap sticker or license plate, in a driveway and in the Leasing Office parking area between 9:00 a.m. and 5:00 p.m.;
  - (5) Commercial or work vehicle that is not the only transportation vehicle, boats, trailers, non-operational vehicles with expired vehicle registration or recreation vehicles of any type; or
  - (6) As allowed by law.
44. **Federally Required Lessor Disclosure, Agent Statement and Lessee Acknowledgement of Information on Lead Based Paint and Lead-Based Paint Hazards:** Tenant acknowledges receipt and review of Landlord's Tenancy Agreement Addendum entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and the pamphlet entitled "Protect Your Family from Lead in Your Home" prior to execution of this Agreement. Said documents are attached hereto and incorporated herein by this reference.
45. **Database Disclosure:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
46. **Proposition 65 Warning:** The State of California requires that Landlord warn you that this apartment community, including the Premises, contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products, and materials used to maintain the property, and emissions, fumes and smoke from motor vehicles, resident and guest barbecues, and tobacco products. These chemicals may include, but are not limited to, carbon monoxide, formaldehyde, tobacco smoke, leaded and unleaded gasoline, soots, tars, and mineral oils.

47. **Power Lines:** A high voltage electric transmission power line may be located on or near the Premises. It is possible that such power lines may cause adverse health effects.
48.  **Military Ordnance Location:** Landlord has obtained knowledge that a former military ordnance location is within one mile of the Premises. These former federal or state military ordnance locations may contain potentially explosive munitions.
49. **Pest Control:**
- No Pest Control Contract.** Landlord has not contracted with a registered structural pest control company to provide periodic pest control services to the Premises.
- Pest Control Contract.** The Premises are covered by a Pest Control Contract. Landlord has contracted with a registered structural pest control company to provide services to the Premises on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Premises as provided under California Business and Professions Code § 8538 and Civil Code § 1940.8.
50. **Smoke Detector(s):** The Premises are equipped with smoke detector(s).
- a. Tenant will be responsible for testing the smoke alarm weekly by pushing the "TEST" button on the detector for 5 seconds. The alarm should sound when the button is pushed. If there is no sound when tested or if the alarm emits a chirping sound at anytime, Tenant shall inform Landlord immediately of such failure to alarm when tested.
- b. CHECK THE BOX BELOW IF SMOKE DETECTOR IS BATTERY OPERATED:
- By initialing as provided below, Tenant acknowledges Tenant's understanding that the smoke detector and alarm is battery operated and agrees that it is the Tenant's responsibility to ensure that the battery is in operating condition at all times. If after replacing the battery, the smoke detector does not respond to test procedure, Tenant shall immediately inform Landlord. Tenant's Initials \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_
51. **Range/Oven Warning:** All ranges/ovens can tip; therefore, Tenant's range/oven has been equipped with either an anti-tip bracket or has been secured to the cabinet. Please do not attempt to move the range as this may disturb this device. If for some reason it becomes necessary to move the range, please contact the Landlord. Please educate any minors about the potential dangers of playing with the range/oven, especially opening the door and climbing on top of it.
52. **Security:** Regardless of the presence of electronic gates, on-site personnel, patrol cars, cameras, alarm systems or other features that may be present in the apartment community of which the Premises are a part, Landlord provides no assurance regarding the security or protection of Tenant or Tenant's guests and invitees. Any personnel, systems or devices used by Landlord are precautionary measures but are not guarantees against crime. All systems are subject to human error, absenteeism, mechanical malfunctions and tampering. Tenant should always proceed as if such systems do not exist and use common sense in the protection of Tenant's person and property.
53. **Alarm System:** If the Premises are equipped with a built in alarm system and Tenant desires to activate the alarm system, Tenant is responsible for contacting the alarm system company of Tenant's choice and initiating service of the alarm system. Landlord does not have any responsibility for activating the alarm system. To activate service, Tenant will need to enter a contract the alarm system company that is separate and distinct from this Agreement with Landlord. The alarm system company is independently owned and operated and is not related to Landlord. Landlord is not responsible for either the performance of the alarm system company or the operation of the alarm system in the Premises. Landlord makes no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. Landlord and Landlord's agents and employees are absolutely not responsible for malfunction of the alarm.
54. **Noise:** Tenant is advised to consider the current and potential exposure to noise that may be experienced from activities that occur within and in the vicinity of the Premises. No representations are made as to the impact of current or existing noise levels on Tenant or the Premises. Potential sources of noise affecting Tenant may arise from, without limitation, automobile traffic, entry gates, public and private roads, highways, freeways, emergency facilities, construction activity, church bells or chimes, aircraft, and equestrian, bicycle and pedestrian walkways.
55. **Neighborhood Conditions:** Tenant is advised to satisfy himself or herself as to the neighborhood or area conditions, including governmental services, availability and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, 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, the condition of common areas and facilities, and personal needs, requirements and preferences of Tenant.
56. **Wildlife:** If the Premises are located in the vicinity of a natural open space area, you are advised that such areas provide habitat for various forms of wildlife including, but not limited to, deer, mountain lions, bobcats, coyotes, raccoons, possums, skunks, snakes, rabbits, squirrels, mice and other rodents. Such wildlife may venture from the open space areas and into neighboring residential communities. Unless otherwise designated as open for public hiking, the natural open space areas are not intended for and may expressly prohibit recreational uses, and in any case may be hazardous. In addition, certain types of wildlife and vegetation within the natural open space areas are protected by federal and/or state laws. You are advised to keep domestic pets, if any, indoors to protect them from being attacked by wildlife as well as to prevent them from preying on endangered species in the natural open areas. For further information on any open space area near the Premises, please contact the Harbors, Beaches & Parks department of the County in which the Premises are located or the parks department of the City in which the Premises are located.
57. **Common Areas and Amenities:** Tenant's permission for use of all common areas, Tenant amenities, and recreational facilities ("Amenities") located at the apartment community of which the Premises are a part, is a privilege and license granted by Landlord, and not a contractual right except as otherwise provided in this Agreement. Such permission is expressly conditioned upon Tenant's adherence to the terms of this Agreement and the Landlord's Rules and Regulations, and such permission may be revoked by Landlord at any time for any reason. Landlord reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Additionally, Tenant expressly agrees to assume all risks of every type including, but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the Amenities. To the fullest extent permitted by law, Tenant agrees to hold Landlord harmless and release and waive any and all claims, allegations, actions, damages, losses, or liability of every type, whether or not foreseeable, that Tenant may have against Landlord and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law. The terms of this provision shall also apply to Tenant's guests, invitees, agents, assignees, subtenants, and any other occupants of the Premises, together with their heirs, assigns, estates and the legal representatives of all of them, and Tenant



shall be solely responsible for compliance of such persons with this Agreement, the Landlord's Rules and Regulations, and Tenant intends to and shall indemnify and hold Landlord harmless from all claims of such persons as described in this paragraph. The term "Landlord" shall include Landlord's officers, directors, shareholders, partners, members, managers, employees, agents, successors, assigns, subsidiaries and affiliates.

**58. Drug-Free Housing:**

- a. Tenant, any member of Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell or distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
- b. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity including drug-related criminal activity, on or near the Premises.
- c. Tenant or member of the Tenant's household will not permit the Premises to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- d. Tenant or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the Premises or otherwise.
- e. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near project Premises.
- f. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE AGREEMENT AND GOOD CAUSE (IF REQUIRED BY LAW) FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Paragraph 58 shall be deemed a serious violation and a material noncompliance with this Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- g. In case of conflict between the provisions of this Paragraph 58 and any other provisions of this Agreement, the provisions of this Paragraph 58 shall govern.

**59. Mold and Ventilation:**

- a. Except as may be noted at the time of Tenant's move-in inspection, Tenant agrees that the Premises are being delivered free of known damp or wet building materials ("Mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises are not properly maintained; (ii) moisture may accumulate inside the Premises if the Premises are not regularly aired out (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that said agreement is a material part of the consideration for this Agreement.
  - b. Tenant agrees to: (1) maintain the Premises free of dirt, debris and moisture that can harbor mold; (2) clean any mildew or mold that appears with an appropriate cleaner designed to kill mold; (3) clean and dry any visible moisture on windows, wall and other surfaces, including personal property as quickly as possible; (4) use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises; (5) use exhaust fans, if any, in the bathrooms(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans; (6) immediately notify the Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes"; (7) Immediately notify the Landlord of overflows from bathroom, kitchen or laundry facilities; (9) Immediately notify Landlord of any significant mold growth on surfaces in the Premises; (8) allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and (10) release, indemnify, hold harmless and forever discharge Landlord and Landlord's officers, directors, shareholders, partners, members, managers, employees, agents, successors, assigns, subsidiaries and affiliates from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with the terms of this paragraph or this Agreement.
60. **Satellite Dish and Antenna:** Under rules of the Federal Communications Commission (FCC), Tenant has a limited right to install a satellite dish or receiving antenna within the Premises. Landlord, as a multi-family property owner/manager, is allowed to impose reasonable restrictions relating to such installation. Tenant is required to comply with these restrictions as a condition of installing such equipment. This paragraph contains the restrictions that Landlord and Tenant agree to follow:
- a. Number and Size. Tenant may install only one satellite dish or antenna within the Premises that are leased to Tenant for Tenant's exclusive use. A satellite dish may not exceed 39 inches in diameter. An antenna or dish may receive but not transmit signals.
  - b. Location. Location of the satellite dish or antenna is limited to (1) inside the Premises, or (2) in an area outside the Premises such as a balcony, patio, yard, etc. of which Tenant have exclusive use under this Agreement. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other Tenants are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Tenant for Tenant's exclusive use.
  - c. Safety and Non-Interference. Installation: (1) must comply with reasonable safety standards; (2) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to Landlord's telecommunications systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be placed upon a tripod or stand provided by the Satellite Provider. No other methods of installation are allowed.
  - d. Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling. Tenant may not damage or alter the Premises and may not drill holes through outside walls, doorjamb, windowsills, balcony railings, etc. If Tenant's satellite dish or antenna is installed outside Tenant's living area (on a balcony, patio, or yard of which Tenant has exclusive use under this Agreement), signals received by Tenant's satellite dish or antenna may be transmitted to the interior of the Premises only by: (1) running a "flat" cable under a doorjamb or windowsill in a manner that does not physically alter the Premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a preexisting hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a windowpane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window-without drilling a hole through the

- window; (4) wireless transmission of the signal to a device inside the Premises; or (5) any other method approved by Landlord.
- e. **Workmanship.** For safety purposes, Tenant must obtain Landlord's approval of (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. Installation must be done by a qualified person or company that has worker's compensation insurance and adequate public liability insurance. Landlord's approval will not be unreasonably withheld. Tenant must obtain any permits required by the city for the installation and comply with any applicable city ordinances.
  - f. **Maintenance.** Tenant will have the sole responsibility for maintaining Tenant's satellite dish or antenna and all related equipment. Landlord may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.
  - g. **Removal and Damages.** Tenant must remove the satellite dish or antenna and all related equipment when Tenant moves out of the Premises. Tenant must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of Tenant's satellite dish or antenna and related equipment.
  - h. **Liability Insurance and Indemnity.** Tenant is fully responsible for the satellite dish or antenna and all related equipment. Prior to installation, Tenant must provide Landlord with evidence of liability insurance to protect Landlord against claims of personal injury and property damage to others, related to Tenant's satellite dish, antenna or related equipment. The insurance coverage must be no less than \$100,000 (which is an amount reasonably determined by Landlord to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Tenant agrees to defend, indemnify and hold Landlord harmless from the above claims by others.
  - i. **Deposit Increase.** A security deposit increase (in connection with having a satellite dish or antenna) will be required by Landlord in the sum of \$\_\_\_\_\_, to help protect Landlord against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the Premises.
  - j. **When Tenant May Begin Installation.** Tenant may start installation of Tenant's satellite dish or antenna only after Tenant has: (1) signed this Agreement; (2) provided Landlord with written evidence of the liability insurance referred to in Subparagraph h of this paragraph 60; (3) paid Landlord the additional security deposit, if applicable, in Subparagraph i; and (4) received Landlord's written approval of the installation materials along with the person or company who will do the installation.
61. **Time is of the Essence:** Time is of the essence with respect to Tenant's obligations under this Agreement.
  62. **Entire Agreement:** This Agreement and the attached exhibits and addenda contain the entire agreement between the parties regarding the subject matter of the Agreement, and this Agreement expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters.
  63. **Partial Invalidity:** Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full force.
  64. **Successors and Assigns:** This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.
  65. **Construction:** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.
  66. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
  67. **Amendment:** This Agreement may not be amended or altered except by an instrument in writing executed by Landlord and Tenant.
  68. **Governing Law:** The validity, meaning, and effect of this Agreement shall be determined in accordance with California law.
  69.  **Senior Housing (If checked or if otherwise applicable):** Tenant acknowledges that the Premises are subject to a requirement that all residents living in the apartments must be  fifty-five (55) or  sixty-two (62) (check which applies) with the exception of spouses, cohabitants and full-time caregivers. All co-occupants and co-residents of the project who are not senior citizens, other than a primary caregiver, must be at least forty-five (45) years of age or older.
  70.  **Tax Credit and Affordable Properties (If checked or if otherwise applicable):**
    - a. This Agreement and Tenant's occupancy of the Premises are governed by the Program Regulations (the "Regulations") of the regulatory agreements:
      1. Tax Credit Allocation Committee (TCAC)
      2. Bond Financing (Regulatory Agreement)
    - b. If any terms of the Agreement are inconsistent or in conflict with the Regulations applicable to this Premises, then the Regulations shall control. A copy of the Regulations governing this Premises are available for inspection by Tenant during normal office hours at office of Landlord's management agent, VPM Management, Inc., a California corporation, located at 2400 Main Street, Suite 201, Irvine, California, 92614 or may be obtained by requesting a copy in writing.
    - c. **Annual Rent Adjustments:** Annually, the U.S. Department of Housing and Urban Development will publish a maximum allowable income schedule, which determines the affordable rental rates. In addition, the Local Housing Authority will periodically publish a utility allowance schedule. Either of these schedules may cause an increase or decrease in Tenant's rental amount. Tenant agrees that Landlord may adjust the Rent to this amount, upon thirty (30) days prior written notice, at any time, even during the term of a lease.
    - d. **Annual Re-Certifications:** Tenant eligibility to occupy the Premises is based on information provided to Landlord regarding Tenant's household income and assets. Each year, Tenant agrees to provide and sign updated information on such forms the Landlord provides Tenant. Tenant agrees that all such information regarding household income and assets provided to Landlord is true and complete and correct to the best of Tenant's knowledge. Tenant further agrees that a failure to provide such information upon Landlord's request, or providing false or misleading information, may result in termination of Tenant's occupancy and eviction from the Premises. Tenant agrees that all information supplied by Tenant shall be subject to inspection and verification by Landlord's representatives.
    - e. **Full Time Students:** Section 42 of the Internal Revenue Service Code governing Tax Credit Regulations that apply to this property include regulations relating to full-time students. If Tenant becomes a full-time student Tenant must notify Landlord at once. Upon certain conditions, a full-time student may not be eligible to reside in this property.

- f. **Inspections:** Under the guidelines of the Program Regulations, the Premises will be subject to periodic inspections with proper notice. Tenant agrees to keep the Premises clean, sanitary, and mildew free at all times. Tenant is required to report leaks and water intrusion immediately. Tenant agrees to keep the Premises safe and clutter-free at all times. This includes, but is not limited to the following: Furniture cannot obstruct access or cover windows or entryways, there must be a minimum 6" clearance around water heaters and NO FLAMMABLE items or fluids may be stored, foil is not allowed on or near the stove, smoke detectors must be operable at all times, and cords and cables must be firmly tacked to baseboards and around doorways so as not to cause a trip hazard.
  - g. **Good Cause for Eviction or Nonrenewal of the Lease.** Landlord may not terminate the tenancy or refuse to renew the lease or rental agreement of a Low Income Tax Credit Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State or local law. To terminate the tenancy or refuse to renew the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Landlord. To the extent that any terms contained in this Agreement, or any other agreement between the Landlord and the Tenant, contradict the terms of this paragraph, the provisions of this paragraph shall control. By signing below, Tenant consents to this paragraph.
  - h. **Households Over Applicable Income Limit:** If upon subsequent certification the household income exceeds 140% of the applicable income limit, the household will no longer qualify for the Premises and will have 30 days to transfer to a non-restricted apartment on site, if available. If a non-restricted apartment is not available at this site, a 30-day notice to vacate must be given to management in order for the Premises currently occupied to be rented to a program eligible applicant. \_\_\_\_\_ (Initials), \_\_\_\_\_ (initials), \_\_\_\_\_ (initials).
71. **Attachments:** All Exhibits and Addenda attached to this Agreement are incorporated into this Agreement by reference.

The undersigned expressly understand that Section 2.B. above contains provisions under which this Agreement may automatically continue as a tenancy from month-to-month upon the expiration of any term stated therein.

<p>TENANT:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Date</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Date</p>	<p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Date</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Date</p>
--	---

LANDLORD: \_\_\_\_\_

By: **VPM Management, Inc., a California corporation,  
its duly authorized agent**

<p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Title</p>	<p><i>Soldano Senior Village</i> Apartment Community</p> <p>_____ Date</p>
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ADDENDUM TO TENANCY AGREEMENT

COMPANY NO. 165

BLDG. NO. 06

UNIT NO. 242

The attached Monthly Tenancy Agreement is hereby amended as follows:

SMOKING:

This community allows the consumption of tobacco products within individual apartments and appurtenances including, but not limited to, patios and balconies.

Smoking is PROHIBITED in any areas designated as 'non-smoking', which includes all common areas; i.e., clubhouses, swimming pool and spa areas, playgrounds, laundry rooms, parking lots, carports, driveways, stairwells, walkways, grass areas, etc.

Tenant hereby acknowledges this policy and agrees to hold harmless the Owner/Landlord and its Agents with regard to any claim(s) relative to secondhand smoke or related issues.

Executed in duplicate on this 1 day of Sept, 2009 at Azusa, California.

RESIDENT SIGNATURES:

[Signature]

Date: Sept 4, 2009

LANDLORD:

[Signature]

Date: 9/15/9

Title: manager

Address: 450 N. Solando Ave. Azusa, CA 91702

Co. # 165

Bldg. 06

Unit #242

## PARKING AGREEMENT

You have been assigned Carport No. #17. You have been issued two (2) parking decals, one for the assigned carport and one for open space parking. Please place these decals on your vehicle(s) immediately. If your vehicle is found parked in the carports or any open parking space and it does not display a valid parking decal, your vehicle **WILL BE TOWED**. Your vehicle will also be towed, even though it bears a parking decal, if it is found parked in the red zones, in the driveway, in the Rental Office Parking area between 9 a.m. and 5 p.m. on any day of the week or in any carport other than the one referenced above. **IF YOU HAVE TWO (2) VEHICLES, PLEASE PARK ONE OF THEM IN YOUR CARPORT TO AVOID USING ALL OF THE OPEN PARKING SPACES.**

Please place the parking decal on the BOTTOM LEFT CORNER OF THE BACK WINDOW (behind the driver's side). If your vehicle has tinted windows in the back, place the sticker in the BOTTOM LEFT CORNER OF THE WINDSHIELD (on the driver's side). **DO NOT BACK INTO ANY PARKING SPACE ON THE PREMISES, AS WE MAY NOT BE ABLE TO IDENTIFY YOUR VEHICLE AND/OR ITS PARKING PERMIT.**

The parking decal provides the courtesy patrol service with confirmation that you are a resident. If you (or your visitors) park a vehicle in a carport or open parking space and there is no parking decal displayed, that vehicle will be towed at the expense of the vehicle owner. You are responsible to see that your visitors are not parked in any space that requires a parking decal.

Commercial or work vehicles that are not your only transportation vehicle, boats, trailers, non-operational vehicles or recreational vehicles of any type may not be parked on the premises. If you have any question about the type of vehicle that will be parked on the premises. Due to our limited parking situation, we cannot guarantee that a second parking space will always be available for you, nor can we guarantee that any designated visitor parking space will be available. If you attempt to park in your assigned carport or try to park in an open space on the property and find that a car without an appropriate parking decal is parked there, please contact the office during regular office hours or the courtesy patrol company at other times and they will have the vehicle towed.

**YOUR SIGNATURE BELOW INDICATES YOUR ACKNOWLEDGEMENT AND UNDERSTANDING OF THESE PARKING GUIDELINES.**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

Dated: \_\_\_\_\_

**PARKING ADDENDUM TO RENTAL AGREEMENT**

In consideration of their mutual promises, owner and resident agree as follows

1. Resident is renting from owner, the premises located at: 450 N. Soldano Avenue, Azusa CA, 91702, Apartment # 292
2. This Agreement is addendum and part of the Rental Agreement and/or Lease between Owner Soldano Senior Village and Resident Gary Woods date 8/24/09 :
3. The Renter agrees to pay an additional \$ 10.00 monthly, for each parking space requested.

In signing this agreement, I agree to pay \$ 10.00 monthly for parking space # 17

I understand that it is my obligation to notify Soldano Senior Village Management if I wish to end this contract, contract will be considered void at the time of, and upon written notification only.

This addendum will be effective as of



\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessor's Agent

VILLAGE INVESTMENTS

\_\_\_\_\_  
Lessee Signature

Move-In Special one year free parking for period \ to 8/24/09 to 8/30/10  
\ in the amount of \$ 10.00 monthly = \$120.00

\_\_\_\_\_  
Change/Report/Termination notice to be effective as of \_\_\_\_\_, 20\_\_\_\_.



August 23, 2013

GARY L WOODS  
450 N SOLDANO AVE APT 242  
AZUSA CA 91702



MODIFICATION OF TERMS OF MONTHLY TENANCY AGREEMENT

DEAR RESIDENT:

THIS LETTER IS INTENDED AS A LEGAL NOTICE FOR THE PURPOSE OF MODIFYING THE TERMS OF YOUR MONTHLY TENANCY AGREEMENT. EFFECTIVE October 1, 2013 YOUR MONTHLY RENT WILL BE INCREASED TO \$875.00.

TENANTS FREQUENTLY CALL OUR OFFICE AFTER RECEIVING A RENT INCREASE TO ASK THE BASIS ON WHICH THE AMOUNT WAS DETERMINED. OUR INCREASES ARE NOT BASED ON ANY GIVEN PERCENTAGE, BUT ON THE EXISTING MARKET VALUE OF EACH APARTMENT.

WE REGRET ANY HARDSHIP THIS INCREASE MAY IMPOSE. WE APPRECIATE HAVING YOU AS A RESIDENT AND HOPE YOUR CONTINUED TENANCY IS PLEASURABLE.

VERY TRULY YOURS,

VPM MANAGEMENT, INC.

# STATEMENT

Soldano Senior Village  
c/o VPM Management, Inc.  
2400 Main St Ste 201  
Irvine, CA 92614

Account No.

8/19/13

RE: 450 N Soldano Ave, Azusa, CA 91

Gary Woods  
450 N Soldano Ave #242  
Azusa, CA 91702

DATE DUE	DESCRIPTION	AMOUNT
9/ 1/13	Base Rent	850.00
9/ 1/13	Parking	10.00



# STATEMENT

Soldano Senior Village  
c/o VPM Management, Inc.  
2400 Main St Ste 201  
Irvine, CA 92614

Account No.

7/18/13

RE: 450 N Soldano Ave, Azusa, CA 91

Gary Woods  
450 N Soldano Ave #242  
Azusa, CA 91702

DATE DUE	DESCRIPTION	AMOUNT
8/ 1/13	Base Rent	850.00
8/ 1/13	Parking	10.00

# STATEMENT

Soldano Senior Village  
c/o VPM Management, Inc.  
2400 Main St Ste 201  
Irvine, CA 92614

Account No.

6/18/13

RE: 450 N Soldano Ave, Azusa, CA 91

Gary Woods  
450 N Soldano Ave #242  
Azusa, CA 91702

DATE DUE	DESCRIPTION	AMOUNT
7/ 1/13	Base Rent	850.00
7/ 1/13	Parking	10.00

## STATEMENT

Soldano Senior Village  
c/o VPM Management, Inc.  
2400 Main St Ste 201  
Irvine, CA 92614

Account No.

4/18/13

RE: 450 N Soldano Ave, Azusa, CA 91

Gary Woods  
450 N Soldano Ave #242  
Azusa, CA 91702

DATE DUE	DESCRIPTION	AMOUNT
5/ 1/13	Base Rent	850.00
5/ 1/13	Parking	10.00

## STATEMENT

Soldano Senior Village  
c/o VPM Management, Inc.  
2400 Main St Ste 201  
Irvine, CA 92614

Account No.

3/19/13

RE: 450 N Soldano Ave, Azusa, CA 91

Gary Woods  
450 N Soldano Ave #242  
Azusa, CA 91702

DATE DUE	DESCRIPTION	AMOUNT
4/ 1/13	Base Rent	850.00
4/ 1/13	Parking	10.00

## STATEMENT

Soldano Senior Village  
c/o VPM Management, Inc.  
2400 Main St Ste 201  
Irvine, CA 92614

Account No.

2/19/13

RE: 450 N Soldano Ave, Azusa, CA 91

Gary Woods  
450 N Soldano Ave #242  
Azusa, CA 91702

DATE DUE	DESCRIPTION	AMOUNT
3/ 1/13	Base Rent	850.00
3/ 1/13	Parking	10.00

## STATEMENT

Soldano Senior Village  
c/o VPM Management, Inc.  
2400 Main St Ste 201  
Irvine, CA 92614

Account No.

3/18/11

RE: 450 N Soldano Ave, Azusa, CA 91

Gary Woods  
450 N Soldano Ave #242  
Azusa, CA 91702

DATE DUE	DESCRIPTION	AMOUNT
4/ 1/11	Base Rent	850.00
4/ 1/11	Parking	10.00

## STATEMENT

Soldano Senior Village  
c/o VPM Management, Inc.  
2400 Main St Ste 201  
Irvine, CA 92614

Account No

2/16/11

RE: 450 N Soldano Ave, Azusa, CA 91

Gary Woods  
450 N Soldano Ave #242  
Azusa, CA 91702

DATE DUE	DESCRIPTION	AMOUNT
3/ 1/11	Base Rent	850.00
3/ 1/11	Parking	10.00

## STATEMENT

Soldano Senior Village  
c/o VPM Management, Inc.  
2400 Main St Ste 201  
Irvine, CA 92614

Account No.

1/19/11

RE: 450 N Soldano Ave, Azusa, CA 91

Gary Woods  
450 N Soldano Ave #242  
Azusa, CA 91702

DATE DUE	DESCRIPTION	AMOUNT
2/ 1/11	Base Rent	850.00
2/ 1/11	Parking	10.00



# EXHIBIT 24

APR 30 1973

3912 Blanche St  
Pasadena

717

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.  
FOR TITLE INSURANCE & TRUST CO  
APR 30 1973 AT 8 A.M.  
Registrar-Recorder

EXECUTRIX'S DEED

GLADYS C. BECK, as Executrix of the Last Will and Testament of ADA O. MURDAHL, deceased, in consideration of NINE THOUSAND DOLLARS (\$9,000.00), receipt of which is hereby acknowledged, does hereby grant and convey to GARY L. WOODS and GERALD R. WOODS, both single men, as Joint Tenants, all right, title, interest and estate of said ADA O. MURDAHL, deceased, at the time of her death, and also all right, title and interest that the estate may have subsequently acquired by operation of law, or otherwise, in and to the real property in the County of Los Angeles, State of California, described as follows:

FEE  
\$4  
25

*Not the Instrument to  
Gary L. Wood  
& Gerald R. Wood  
Pasadena California*

Lot 129 in Tract No. 7747, as per map recorded in Book 84 Page 43 of Maps in the office of the County Recorder of said County.

which property is located at 3912 Blanche Street, Pasadena, California.

This deed is made pursuant to the Order dated April 20, 1973, confirming sale of said property made, upon a bid in open Court, and the Court accepting said bid in the Matter of the Estate of said decedent in Probate Case No. KEP-14697, Superior Court of the County of Los Angeles, State of California, a certified copy of which Order is recorded contemporaneously herewith in the Office of the County Recorder of said County, to which reference is hereby made.

IN WITNESS WHEREOF, this instrument is executed this 29th day of April, 1973.

*Gladys C. Beck*  
Gladys C. Beck, as Executrix of the Last Will and Testament of Ada O. Murdahl, deceased.

717

APR 30 1973

REGISTERED IN THE OFFICE OF THE COUNTY CLERK  
OF LOS ANGELES COUNTY, CALIFORNIA  
ON APRIL 20, 1973 AT 10:00 A.M.  
D. McBlane  
County Clerk

APR 30 1973

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On this 23<sup>rd</sup> day of April, 1973, before me,  
the undersigned, a Notary Public in and for said State,  
personally appeared GLADYS C. BECK, Executrix of the Estate  
of ADA O. MUNDALL, deceased, known to me to be the person  
whose name is subscribed to the within instrument and  
acknowledged that she executed the same.

WITNESS my hand and official seal.



*Ruth S. Stone*  
(signature)

APR 30 1973

717

# EXHIBIT 25

85 224934

RECORDING REQUESTED BY  
SAFECO TITLE INSURANCE COMPANY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELT'S, MAIL TAX STATEMENTS TO

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA  
FEB 28 1985 AT 8 A.M.  
Recorder's Office

745 N. Luke Ave  
Pasadena

Name \_\_\_\_\_  
Street Address GARY L. WOODS  
234 East Colorado Boulevard  
City Pasadena  
State California  
Zip 91101

Title Order No. \_\_\_\_\_ Finance No. 1898-A

THIS SPACE FOR RECORDER'S USE

FEE  
\$5  
J

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX is \$ 160.50 <sup>55</sup>  
 Computed on full value of property conveyed, or  
 Computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
EDWARD B. CRAIG, also known as Edward Bradley Craig, a married man and  
MADINE A. CRAIG, his wife  
hereby GRANT(S) to  
GARY L. WOODS, a single man

the following described real property in the City of Pasadena  
County of Los Angeles State of California:

Lot 58 of Lakewood Tract, as per map recorded in Book B, Page 26<sup>8</sup> of Maps,  
in the office of the County Recorder of said County.

Dated October 9, 1984

Edward B. Craig  
Edward B. Craig

STATE OF CALIFORNIA Texas  
COUNTY OF Harris  
On October 25, 1984

Madine A. Craig  
Madine A. Craig

before me, the undersigned, a Notary Public in and for  
said State, personally appeared  
Edward B. Craig & Madine A. Craig

personally known to me (or proved to me on the basis  
of satisfactory evidence) to be the persons whose  
names are subscribed to the within instrument and  
acknowledged to me that they executed the same

WITNESS my hand and official seal  
Signature [Handwritten Signature]  
Notary Public  
My Comm. Expires 5-21-86

(This area the official notary seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

FATCOLA 72

Name \_\_\_\_\_ Street Address \_\_\_\_\_ City & State \_\_\_\_\_  
8412610-28

# EXHIBIT 26

RECORDING REQUESTED BY

JUDY M. CHIN

AND WHEN RECORDED, MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name JMC Management Trust
Attn: Judy M. Chin, Trustee
Address 1205 S. Campbell Avenue
City, State, Zip Alhambra, CA 91803



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS \$ -0- ASSESSOR'S PARCEL NO. 5783-009-033

"This conveyance transfers an interest into or out of a living trust, R & T 11930."

- [ ] unincorporated area [X] City of Arcadia
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JUDY M. CHIN, Trustee u.d.t. dated March 6, 2009 (JMC Management Trust),

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to JUDY M. CHIN, Trustee u.d.t. dated March 6, 2009 (JMC Management Trust) and GARY L. WOODS, a single man, as his sole and separate property, as Joint Tenants with Right of Survivorship,

the following described real property in the City of Arcadia, County of Los Angeles, State of California:

LEGAL DESCRIPTION ATTACHED "EXHIBIT A" HERETO AND MADE A PART HEREOF

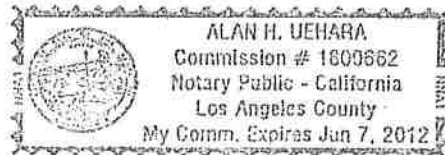
Commonly known as: 848 W. Huntington Drive, Unit 2, Arcadia, CA 91007.

Dated February 1, 2012

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Judy M. Chin, Trustee u.d.t. dated March 6, 2009 (JMC Management Trust)

On February 1, 2012, before me, ALAN H. UEHARA a Notary Public, personally appeared JUDY M. CHIN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(This area for official notary seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

3

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

APN: 5783-009-033

A condominium comprised of:

An undivided 1/42 interest in Lot 1 of Tract No. 31637, in the City of Arcadia, County of Los Angeles, State of California, as per Map recorded in Book 834, Pages 73 and 74 of Maps, in the Office of the Los Angeles County Recorder of said County.

EXCEPTING THEREFROM Units 1 to 42, as shown and defined on the Condominium Plan recorded October 24, 1973 as Instrument No. 361, Official Records of said County.

Unit 2 as shown and defined on the Condominium Plan referred to above.

Property Location: 848 W. Huntington Drive, Arcadia, CA 91007.



# EXHIBIT 27

This page is part of your document - DO NOT DISCARD



**20110550415**



Pages:  
0003

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

04/15/11 AT 08:00AM

FEES:	22.00
TAXES:	1,254.00
OTHER:	0.00
PAID:	1,276.00



LEADSHEET



201104150210008

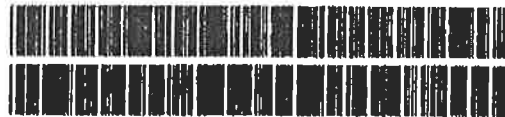
00004036106



003264790

SEQ:  
02

DAR - Title Company (Hard Copy)



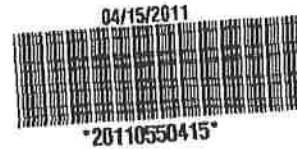
THIS FORM IS NOT TO BE DUPLICATED

T21

RECORDING REQUESTED BY:  
Fidelity National Title

AND WHEN RECORDED MAIL TO:

Gary Woods and Guo Ping Wu  
1212 Arno Drive  
Sierra Madre, CA 91024



THIS SPACE FOR RECORDER'S USE ONLY.  
Escrow No.: 11-3495-JP

Title Order No.: 19655767

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$1,254.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale
- Unincorporated area  City of Sierra Madre AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Phillip A. Marmolejo and Madai L. Marmolejo, Husband and Wife as Community Property

hereby GRANT(s) to:

Gary Woods, an Unmarried Man, as to an undivided 33.3330% interest and Guo Ping Wu, a Married Man, as his sole and separate property, as to an undivided 66.6670% interest as Tenants in Common the real property in the City of Sierra Madre, County of Los Angeles, State of California, described as: Lot 8 of Tract No. 31104, in the City of Sierra Madre, County of Los Angeles, State of California, as per Map recorded in Book 901, Pages 3 and 4 of Maps, in the Office of the County Recorder of said County Also Known as 1212 Arno Drive, Sierra Madre, CA 91024 AP# 5765-003-018

DATED February 8, 2011

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On 2/18/2011  
before me, JULIE ANN BEDARD  
A Notary Public in and for said State personally appeared  
MADAI L. MARMOLEJO

Phillip A. Marmolejo

Madai L. Marmolejo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct WITNESS my hand and official seal



Signature

*Julie Ann Bedard*

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.

2A

4

**ACKNOWLEDGMENT**

State of California

County of *Los Angeles*

On *March 22, 2011* before me, *Christina M. Ingle*,  
A Notary Public in and for said State personally appeared *Phillip A. Marmolejo*

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

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

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*



(Seal)

# EXHIBIT 28

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

\*\*\*\*\* DO NOT DETACH - REGISTERED OWNER INFORMATION \*\*\*\*\*



REGISTRATION CARD VALID FROM: 07/08/2013 TO: 07/08/2014

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
LEXS	2009	2009	JK	2012	120	11	6JJZ318
BODY TYPE MODEL	MP	MO					VEHICLE ID NUMBER
4D	G	US					JTHBE96S990043397
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		STICKER ISSUED
AUTOMOBILE		05/08/13	19	05/08/13	9		M4357247
							PR EXP DATE: 07/08/2014
REGISTERED OWNER							AMOUNT PAID
WOODS GARY L							\$ 288.00
450 N SOLDANO AVE 242F							
			AMOUNT DUE		AMOUNT RECVD		
			\$ 288.00	CASH :			
				CHCK :	288.00		
				CRDT :			
AZUSA							
CA	91702						

LIENHOLDER



# VEHICLE REGISTRATION RENEWAL NOTICE

VIN	MAKE	YR	BODY TYPE	LICENSE PLATE	AMOUNT DUE	DUE DATE
JTHBE96S990043397	LEXS	2009	4D	6JJZ318	\$288	07/08/2013

## To renew, just provide:



**Renewal Fees**



**RENEW VIA INTERNET OR TELEPHONE**  
 Your **Renewal Identification Number** is **157139**  
 VISIT [www.dmv.ca.gov](http://www.dmv.ca.gov) or CALL 1-800-921-1117

(see insert)



**Return by Mail**

FEES	
REGISTRATION FEE	\$69
LICENSE FEE (May be an income tax deduction)	\$189
WEIGHT FEE	\$0
SPECIAL PLATE FEE	\$0
COUNTY/DISTRICT FEES	\$10
OWNER RESPONSIBILITY FEE	\$0
SMOG ABATEMENT FEE	\$20
<b>TOTAL DUE ON OR BEFORE 07/08/2013 \$288</b>	

## OR \$19 TO FILE PLANNED NONOPERATION



**PLANNED NONOPERATION**  
 If you plan not to operate (PNO) this vehicle, please check the box and return the bottom part with your PNO payment.

LATE PAYMENT		
POSTMARKED	RENEWAL	PNO
After 07/08/13 through 07/18/13	\$327	\$48
After 07/18/13 through 08/07/13	\$356	\$72
After 08/07/13 through 10/06/13	\$461	\$162
AFTER 10/06/2013	\$461	NO PNO

### DETACH AND RETURN

Planned Nonoperation

Change of Address (see back)

For DMV Use Only

020101 06191935030108 0028800 18930403030000 A511111A 4C042513R01 00279 P10001

00050907000 0000017300 16036999 22

LICENSE NUMBER	MAKE	
6JJZ318	LEXS	
VIN		
JTHBE96S990043397		
DMV USE	DUE DATE	AMOUNT DUE
	07/08/2013	\$288

MAKE PAYMENT TO:

WOODS GARY L  
 450 N SOLDANO AVE 242F  
 AZUSA CA 91702-3670

DMV RENEWAL  
 P.O. BOX 942897  
 SACRAMENTO CA 94297-0897



020101061919350301080028800189304030300000005090700000000173001603699922

# EXHIBIT 29



**DMV CALIFORNIA DMV**

**DRIVER LICENSE**

**CLASS: C**

**EXPIRES 12-29-13**



**GARY LEWIS WOODS  
740 N LAKE AVE  
PASADENA CA 91104**

**SEX: M      HAIR: BRN  
HT: 5-09      WT: 165**



**EYES: HZL  
DOB: 12-29-43**

*Gary L. Woods*

11/20/2008 509 33 F0/13



MAIL TO:  
DMV CHANGE OF ADDRESS  
P. O. BOX 942859  
SACRAMENTO, CA 94259-0001

A SEPARATE FORM IS NEEDED  
FOR EACH DRIVER OR VEHICLE OWNER

**NOTICE OF CHANGE OF ADDRESS**

DMV USE ONLY  
DL address  
updated by FO

24002

Please Print Characters in Capital Letters Using Black or Dark Blue Ink only.

1	2	3	4	5	6	7	8	9	0	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

- INSTRUCTIONS:
- Enter the information as shown on the document, i.e. California driver license, ID card, or vehicle registration card, for which a change is being requested.
  - Names not matching DMV records and/or unreadable information cannot be updated.
  - Type or write your new address on a small piece of paper with your signature and date. Keep it with your driver license or ID card.
  - A commercial licensed driver must maintain a California residence address or the driver license will be downgraded to non commercial status.

**Personal Information**

LAST NAME

WOODS



FIRST

GARY

INITIAL

L

BIRTH DATE

12 29 1943

**Voter Change of Address**

We will change your voting address if you have moved and still live in the same county. If you have moved to a new county or are not registered to vote, you must complete a new voter registration card. DMV provides the form or call 1-800-345-VOTE or logon to the Secretary of State's website at www.ss.ca.gov.

Use only with  
DL Change of Address

Mark this box if you do not want to change your voting address.

**New or Correct Residence Address**

STREET NUMBER ONLY

450

STREET NAME

N SOLDANO AVE

APT NO.

242F



Do Not Use P. O. Box  
in this space

CITY - DO NOT ABBREVIATE - USE FIRST 22 CHARACTERS IN CITY NAME

AZUSA

STATE

CA

ZIP CODE

91702

**New or Correct Mailing Address**

STREET NUMBER ONLY

P. O. BOX OR STREET NAME OR STREET NAME AND PRIVATE MAIL BOX

APT NO.



If Different From  
Residence Address

CITY - DO NOT ABBREVIATE - USE FIRST 22 CHARACTERS IN CITY NAME

STATE

ZIP CODE

**Vehicles, Vessels, or Placards Owned By You**

CALIFORNIA PLATE/CF-PLACARD NO.

6JJZ318

LAST 17 POSITIONS OF VEHICLE ID OR VESSEL HULL ID NUMBER

JTHBE96S99043397

CHECK IF LEASED    CHECK IF REGISTERED OUTSIDE CA

Use Additional  
Forms If Necessary

**Leased Vehicles**

LEASING COMPANY'S NAME

**Location of Trailer Coach or Vessel**

STREET NUMBER

STREET NAME

If Different From  
Residence Address

CITY - DO NOT ABBREVIATE - USE FIRST 16 CHARACTERS IN CITY NAME

COUNTY - DO NOT ABBREVIATE

**Old Address**

740 N. LAKE AVE

PASADENA

CA

91104

STREET NUMBER/NAME

CITY

STATE

ZIP CODE

Your mailing address may be given to requesters providing a valid reason for requesting the information. If you receive mail at your residence, then giving DMV a separate mailing address is optional. Your residence address is restricted to authorized requesters per Vehicle Code Section 1808.21. I am the person whose name appears on the record(s) above and the mailing address shown is valid, existing and accurate. I consent to receive service of process at this mailing address pursuant to 415.20(b), 415.30, and 416.90 of the Civil Procedure Code. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



SIGNATURE

Gary T. Woods

MAR 21 2013

MAR 21, 2013

# EXHIBIT 30

**2013-2014 Member Card**

Gary Woods

Lodge 2025  
Arcadia CA

Dues  
Paid To: 4/1/2014



A Fraternal Organization



Member No.  
**002792**

*Jack Carlton*  
Secretary Signature

**22**

Member Years

*Gary Woods*  
Not valid unless signed by the member to whom this card is issued.



**GARY WOODS**

NO. 2055

MEMBER SINCE 1983



**MEMBER**



USE OF THIS CARD IS FOR IDENTIFICATION PURPOSES  
ONLY AND DOES NOT GRANT ACCESS OR ADMISSION TO ANY  
TOURNAMENT OF ROSES® EVENT.

IF FOUND, PLEASE CALL 626.449.4100, OR RETURN TO:  
PASADENA TOURNAMENT OF ROSES  
391 SOUTH ORANGE GROVE BLVD.  
PASADENA, CA 91184

WWW.TOURNAMENTOFROSES.COM

# EXHIBIT 31



**EAST WEST BANK** *Your Financial Bridge*

301 West Valley Blvd  
San Gabriel CA 91776

Direct inquiries to:  
626 308-1986

ACCOUNT STATEMENT

Page 1 of 1  
STARTING DATE: July 01, 2013  
ENDING DATE: July 31, 2013  
Total days in statement period: 31

( 0 )

02 01  
GARY LEWIS WOODS  
450 N SOLDANO AVE # 242 F  
AZUSA CA 91702  
9t64g  
07484



All East West Bank branches have HKD, NTD, and RMB currencies on hand readily available for customers to purchase. Save time and money by getting your foreign currency before your trip. Visit a local branch for details.

**East West Value Checking**

Account number	Beginning balance	
Low balance	Total additions	( 0 )
Average balance	Total subtractions	( 0 )
	Ending balance	

**\*\* No activity this statement period \*\***

**OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



## STATEMENT BALANCING

Fill in the amounts below from the front of this statement and your checkbook.

ENTER  
Ending Balance of  
this Statement..... \$ \_\_\_\_\_

ENTER  
Present Balance in  
your checkbook..... \$ \_\_\_\_\_

Add Deposits not shown  
on this Statement \$ \_\_\_\_\_

Subtract any service  
charges, finance or  
any other charges..... \$ \_\_\_\_\_

Sub Total..... \$ \_\_\_\_\_

Sub Total..... \$ \_\_\_\_\_

Subtract Checks Issued  
but not on Statement

CHECK NUMBER OR DATE	AMOUNT	CHECK NUMBER OR DATE	AMOUNT
TOTAL		TOTAL	

Add Monthly Interest  
Earned..... \$ \_\_\_\_\_

Add any deposits not yet  
entered in checkbook  
(Reverse Advances)..... \$ \_\_\_\_\_

Subtract any checks not  
yet entered in checkbook  
(Reverse Payments)..... \$ \_\_\_\_\_

Total amount of outstanding  
checks..... \$ \_\_\_\_\_

Balance.....\*\* \$ \_\_\_\_\_

Balance..... \$ \_\_\_\_\_

### IN CASE OF ERRORS OR QUESTIONS REGARDING YOUR CHECKING ACCOUNT

You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods as specified in the Deposit Agreement (which periods are no more than 60 days after we make the statement available to you and in some cases 30 days or less), we are not liable to you for, and you agree not to make a claim against us for problems or unauthorized transactions.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Telephone or write your local branch of account, listed on the statement front, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If our investigation takes longer than 10 business days from the date we received your notification, we will provisionally credit your account for the disputed amount until our investigation has been completed. If the disputed amount involves an electronic funds transfer to or from an account within 30 days after the first deposit to the account was made, we will provisionally credit your account within 20 business days from the date we receive your notification.

### ACCOUNTS WITH CHECK STORAGE

Upon your request, we will provide you, without charge, legible copies of two checks from each account statement. Additional copies of canceled checks are subject to our service charges. You can make a request for these copies by contacting the branch listed on the front of this statement.

### CHANGE OF ADDRESS

Please notify us immediately for change of address by phoning or writing your local branch of account, listed on the front of this statement.

MEMBER FDIC

(REV 11/07)





**EAST WEST BANK** *Your Financial Bridge*

301 West Valley Blvd  
San Gabriel CA 91776

Direct inquiries to:  
626 308-1986

ACCOUNT STATEMENT

Page 1 of 1  
STARTING DATE: June 01, 2013  
ENDING DATE: June 30, 2013  
Total days in statement period: 30

( 0)



5zb4j  
06945

02 01  
GARY LEWIS WOODS  
450 N SOLDANO AVE # 242 F  
AZUSA CA 91702



All East West Bank branches have HKD, NTD, and RMB currencies on hand readily available for customers to purchase. Save time and money by getting your foreign currency before your trip. Visit a local branch for details.

**East West Value Checking**

Account number  
Low balance  
Average balance

Beginning balance  
Total additions ( 0)  
Total subtractions ( 0)  
Ending balance

**\*\* No activity this statement period \*\***

**OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



## STATEMENT BALANCING

Fill in the amounts below from the front of this statement and your checkbook.

ENTER  
Ending Balance of  
this Statement..... \$ \_\_\_\_\_

Add Deposits not shown  
on this Statement \$ \_\_\_\_\_

Sub Total..... \$ \_\_\_\_\_

Subtract Checks Issued  
but not on Statement

ENTER  
Present Balance in  
your checkbook..... \$ \_\_\_\_\_

Subtract any service  
charges, finance or  
any other charges..... \$ \_\_\_\_\_

Sub Total..... \$ \_\_\_\_\_

CHECK NUMBER OR DATE	AMOUNT	CHECK NUMBER OR DATE	AMOUNT
TOTAL		TOTAL	

Add Monthly Interest  
Earned..... \$ \_\_\_\_\_

Add any deposits not yet  
entered in checkbook  
(Reverse Advances)..... \$ \_\_\_\_\_

Subtract any checks not  
yet entered in checkbook  
(Reverse Payments)..... \$ \_\_\_\_\_

Total amount of outstanding  
checks..... \$ \_\_\_\_\_

Balance.....\*\* \$ \_\_\_\_\_

Balance..... \$ \_\_\_\_\_

### IN CASE OF ERRORS OR QUESTIONS REGARDING YOUR CHECKING ACCOUNT

You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods as specified in the Deposit Agreement (which periods are no more than 60 days after we make the statement available to you and in some cases 30 days or less), we are not liable to you for, and you agree not to make a claim against us for problems or unauthorized transactions.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Telephone or write your local branch of account, listed on the statement front, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If our investigation takes longer than 10 business days from the date we received your notification, we will provisionally credit your account for the disputed amount until our investigation has been completed. If the disputed amount involves an electronic funds transfer to or from an account within 30 days after the first deposit to the account was made, we will provisionally credit your account within 20 business days from the date we receive your notification.

### ACCOUNTS WITH CHECK STORAGE

Upon your request, we will provide you, without charge, legible copies of two checks from each account statement. Additional copies of canceled checks are subject to our service charges. You can make a request for these copies by contacting the branch listed on the front of this statement.

### CHANGE OF ADDRESS

Please notify us immediately for change of address by phoning or writing your local branch of account, listed on the front of this statement.

MEMBER FDIC



**EAST WEST BANK** *Your Financial Bridge*

301 West Valley Blvd  
San Gabriel CA 91776

Direct inquiries to:  
626 308-1986

ACCOUNT STATEMENT

Page 1 of 1  
STARTING DATE: April 01, 2013  
ENDING DATE: June 30, 2013  
Total days in statement period: 91

( 0 )



OZ 01  
GARY LEWIS WOODS  
450 N SOLDANO AVE # 242 F  
AZUSA CA 91702

5zb4g  
07780

All East West Bank branches have HKD, NTD, and RMB currencies on hand readily available for customers to purchase. Save time and money by getting your foreign currency before your trip. Visit a local branch for details.



**East West Premier Savings**

Account number	Beginning balance	
Low balance	Total additions	( 3 )
Average balance	Total subtractions	( 1 )
Interest paid year to date	Ending balance	

**CREDITS**

Number	Date	Transaction Description	Additions
	04-30	Interest Credit	
	05-31	Interest Credit	
	06-30	Interest Credit	

**DEBITS**

Date	Transaction Description	Subtractions
------	-------------------------	--------------

**INTEREST INFORMATION**

Annual percentage yield earned	Interest-bearing days
Average balance for APY	Interest earned

**OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



## STATEMENT BALANCING

Fill in the amounts below from the front of this statement and your checkbook.

ENTER

Ending Balance of  
this Statement..... \$ \_\_\_\_\_

Add Deposits not shown  
on this Statement \$ \_\_\_\_\_

Sub Total..... \$ \_\_\_\_\_

Subtract Checks Issued  
but not on Statement

CHECK NUMBER OR DATE	AMOUNT	CHECK NUMBER OR DATE	AMOUNT
TOTAL		TOTAL	

Total amount of outstanding  
checks..... \$ \_\_\_\_\_

Balance.....\*\* \$ \_\_\_\_\_

ENTER

Present Balance in  
your checkbook..... \$ \_\_\_\_\_

Subtract any service  
charges, finance or  
any other charges..... \$ \_\_\_\_\_

Sub Total ..... \$ \_\_\_\_\_

Add Monthly Interest  
Earned ..... \$ \_\_\_\_\_

Add any deposits not yet  
entered in checkbook  
(Reverse Advances)..... \$ \_\_\_\_\_

Subtract any checks not  
yet entered in checkbook  
(Reverse Payments)..... \$ \_\_\_\_\_

Balance..... \$ \_\_\_\_\_

### IN CASE OF ERRORS OR QUESTIONS REGARDING YOUR CHECKING ACCOUNT

You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods as specified in the Deposit Agreement (which periods are no more than 60 days after we make the statement available to you and in some cases 30 days or less), we are not liable to you for, and you agree not to make a claim against us for problems or unauthorized transactions.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Telephone or write your local branch of account, listed on the statement front, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If our investigation takes longer than 10 business days from the date we received your notification, we will provisionally credit your account for the disputed amount until our investigation has been completed. If the disputed amount involves an electronic funds transfer to or from an account within 30 days after the first deposit to the account was made, we will provisionally credit your account within 20 business days from the date we receive your notification.

### ACCOUNTS WITH CHECK STORAGE

Upon your request, we will provide you, without charge, legible copies of two checks from each account statement. Additional copies of canceled checks are subject to our service charges. You can make a request for these copies by contacting the branch listed on the front of this statement.

### CHANGE OF ADDRESS

Please notify us immediately for change of address by phoning or writing your local branch of account, listed on the front of this statement.

MEMBER FDIC

(REV 11/07)



275 Seventh Avenue, New York, NY 10001  
Return Service Requested

212-255-6200  
www.amalgamatedbank.com

Page 1 of 3

11

00001144 MA218R08101 03 CC0000000 07

GARY L WOODS  
WOODS STABLE INVESTMENTS  
450 N SOLDANO AVE #242F  
AZUSA CA 91702

**ACCOUNT SUMMARY**

ACCOUNT NUMBER .....  
STATEMENT DATE ..... 08/09/13  
CHECKS/ITEMS ENCLOSED ... 1  
BALANCE .....

**ACCOUNT DETAILS CA/NV STANDARD CHECKING ACCOUNT NUMBER**

Beginning Balance . 07/11/13  
Deposits/Misc Credits 0  
Withdrawals/Misc Debits 1  
\*\*Ending Balance 08/11/13  
Service Charge  
Average Balance  
Enclosures

**MISCELLANEOUS DEBITS & CREDITS ACCOUNT NUMBER**

DATE	ACTIVITY DESCRIPTION	DEPOSITS	WITHDRAWALS
08/09	CHECK #147		

**DAILY BALANCE SUMMARY ACCOUNT NUMBER**

DATE	BALANCE
------	---------

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275 Seventh Avenue, New York, NY 10001

212-255-6200  
[www.amalgamatedbank.com](http://www.amalgamatedbank.com)

Page 2 of 3  
Account #.

---

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Page 3 of 3  
Account #.





212-255-6200

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275 Seventh Avenue, New York, NY 10001

Page 1 of 1

Return Service Requested

11

00001421 MA218R07111 01 000000000 07

GARY L WOODS  
WOODS STABLE INVESTMENTS  
450 N SOLDANO AVE #242F  
AZUSA CA 91702

ACCOUNT SUMMARY

ACCOUNT NUMBER .....	
STATEMENT DATE .....	07/10/13
CHECKS/ITEMS ENCLOSED ...	0
BALANCE .....	

ACCOUNT DETAILS	CA/NV STANDARD CHECKING	ACCOUNT NUMBER
Beginning Balance	06/11/13	
Deposits/Misc Credits	0	\$0.00
Withdrawals/Misc Debits	0	\$0.00
**Ending Balance	07/10/13	
Service Charge		\$0.00
Average Balance		
Enclosures		0

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275 Seventh Avenue, New York, NY 10001  
Return Service Requested

00001392 MA218R06111 01 000000000 07  
GARY L WOODS  
WOODS STABLE INVESTMENTS  
450 N SOLDANO AVE #242F  
AZUSA CA 91702

**ACCOUNT SUMMARY**

ACCOUNT NUMBER .....  
STATEMENT DATE ..... 06/10/13  
CHECKS/ITEMS ENCLOSED ... 0  
BALANCE .....

ACCOUNT DETAILS	CA/NV STANDARD CHECKING	ACCOUNT NUMBER
Beginning Balance	05/13/13	
Deposits/Misc Credits	0	
Withdrawals/Misc Debits	0	
**Ending Balance	06/10/13	
Service Charge		
Average Balance		
Enclosures		

*Please refer to the important information enclosed regarding changes to personal account fees schedule. Customers receiving electronic statement may view the information by clicking on the "Important Information" tab. Additional Important Information Regarding Amalgamated Bank-by-Phone: For your security, you will no longer be able to use the last 4-digits of your social security number as your personal identification number. You will be required to select a new PIN. If you need assistance resetting your PIN, please contact your local branch at 800-662-0860.*

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Page 1 of 1

00003009 MA218R08011 01 00000000 08  
GARY L WOODS  
450 N SOLDANO AVE #242F  
AZUSA CA 91702

11

**ACCOUNT SUMMARY**

ACCOUNT NUMBER .....  
STATEMENT DATE ..... 07/31/13  
CHECKS/ITEMS ENCLOSED ... 0  
BALANCE .....

ACCOUNT DETAILS	CA STATEMENT SAVINGS	ACCOUNT NUMBER
Beginning Balance	07/01/13	
Deposits/Misc Credits	1	
Withdrawals/Misc Debits	0	
**Ending Balance	07/31/13	
Service Charge		
Average Balance		

MISCELLANEOUS DEBITS & CREDITS		ACCOUNT NUMBER		
DATE	ACTIVITY DESCRIPTION	DEPOSITS	WITHDRAWALS	BALANCE

*Enclosed please find important information regarding changes to your personal or small business account fee schedule.*  
*For eStatement customers, please refer to the "Important Information" tab when you view your online statement.*  
**THANK YOU FOR BANKING WITH THE AMALGAMATED BANK.**  
**WE APPRECIATE YOUR BUSINESS.**

**GET MORE HOME FOR YOUR MONEY**

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on purchase and refinance mortgages.

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Return Service Requested

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09003655 MA216R07011 03 00000000 09  
GARY L WOODS  
450 N SOLDANO AVE #242F  
AZUSA CA 91702

ACCOUNT SUMMARY	
ACCOUNT NUMBER .....	
STATEMENT DATE .....	06/28/13
CHECKS/ITEMS ENCLOSED ...	0
BALANCE .....	

ACCOUNT DETAILS	CA STATEMENT SAVINGS	ACCOUNT NUMBER
Beginning Balance	04/01/13 .....	
Deposits/Misc Credits	2 .....	
Withdrawals/Misc Debits	0 .....	
**Ending Balance	06/30/13 .....	
Service Charge	.....	
Interest Paid	.....	
Interest Paid YTD	.....	
Annual Percentage Yield Earned	.....	
Number of Days for A.P.Y.E.	.....	
Average Balance for A.P.Y.E.	.....	

MISCELLANEOUS DEBITS & CREDITS		ACCOUNT NUMBER		
DATE	ACTIVITY DESCRIPTION	DEPOSITS	WITHDRAWALS	BALANCE
06/11	STATEMENT SAVINGS DEPOSIT			
06/28	INTEREST EARNED			

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# EXHIBIT 32

# 2012

## Annual Member Statement

For fiscal year July 1, 2011 through June 30, 2012



7202959195 91702 1315715064

SC072393

GARY L WOODS  
450 N. SOLDANO AVE, 242-F  
AZUSA, CA 91702-3670



### Your Membership Status

Your June 30, 2012 Annual Member Statement contains important information on your account and the benefits available to you and your family as a member of the California Public Employees' Retirement System (CalPERS).

Your total CalPERS service credit of 34.681 years consists of:

Misc. 2% @ 55

34.681

Los Angeles County Schools

*While every effort has been made to ensure the accuracy of this report, it should be understood that it does not have the force and effect of law, rule, or regulation governing the payment of benefits. Should any difference or error occur, the law will take precedence.*



# Summons for Jury Service


*Citacion de Jurado*

## SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES

Submit your summons and do jury transactions on the "My Jury Duty Portal" at <http://www.lasuperiorcourt.org/jury>

Failure to respond may subject you to a fine, incarceration or both, as well as performance of jury service (CCP Sec. 209). The enclosed brochure details the specific penalties that apply.

173\*\*\*\*SCH 3-DIGIT 917  
GARY L WOODS  
450 N SOLDANO AVE APT F242  
AZUSA, CA 91702-3670  
32538



↑ Retain Top Portion  
for your Records

DETACH HERE IF MAILING  
↓ (ONLY IF INSTRUCTED) ↓

Return Lower Portion in  
the Envelope Provided ↓

# JURY SUMMONS

You are summoned to appear for **JURY SERVICE** on the date, time and place indicated on t  
Everyone summoned for jury service is **Required to Register Using the Telephone or the In**  
**Summons**, even if you can not serve. Requests for Postponement, Transfer, and Excuse ar

## TERM OF SERVICE

Los Angeles County has a "One Trial" term of jury service. This means that you are placed on  
call for no more than 5 days and can be asked to report for jury service on one of those days.  
If needed to report, and you are not selected for a jury panel by the end of that day, your  
service is completed. If you are placed on a jury panel, you will be required to serve until  
excused by the court or the case is completed. **If you are asked to report on Thursday or**  
**Friday you must be prepared to serve on a jury trial that may continue into the following**  
**week.** Please arrange your schedule accordingly.

**ONLY MAIL THIS FORM IF DIRECTED TO**  
**DO SO AFTER TELEPHONE OR INTERNET REGISTRATION.**

↓DETACH HERE IF MAILING↓

↑KEEP THE TOP PORTION↑



# The Superior Court

OFFICE OF THE JURY COMMISSIONER  
320 W. TEMPLE ST., 15TH FLOOR  
LOS ANGELES, CA 90012  
(213) 974-5808

## ~ ORIGINAL ~ CERTIFICATION OF JURY SERVICE

EMPLOYER COPY

This document contains a white Superior Court logo and must be present when viewed at an angle. Void if white logo is not present and if any other alterations are detected.

THIS IS TO CERTIFY THAT

WOODS, GARY L JUROR ID NUMBER 102269183

WAS SUMMONED BY THIS COURT AND PERFORMED JURY SERVICE ON THE FOLLOWING DATES:

12-30-2011 01-03-2012 01-04-2012 01-05-2012 01-06-2012

1 DAYS @ \$.00 PER DAY  
4 DAYS @ \$.00 PER DAY

PREPARED 01-06-2012 14:45  
AT WEST COVINA COURTHOUSE

Director, Juror Services Division



# The Superior Court

OFFICE OF THE JURY COMMISSIONER  
320 W. TEMPLE ST., 15TH FLOOR  
LOS ANGELES, CA 90012  
(213) 974-5808

## ~ DUPLICATE ~ CERTIFICATION OF JURY SERVICE

JUROR COPY

THIS IS TO CERTIFY THAT

WOODS, GARY L JUROR ID NUMBER 102269183

WAS SUMMONED BY THIS COURT AND PERFORMED JURY SERVICE ON THE FOLLOWING DATES:

12-30-2011 01-03-2012 01-04-2012 01-05-2012 01-06-2012

1 DAYS @ \$.00 PER DAY  
4 DAYS @ \$.00 PER DAY

PREPARED 01-06-2012 14:45  
AT WEST COVINA COURTHOUSE

Director, Juror Services Division

# Citrus College Foundation

May 2, 2013

Dr. Gary Woods  
450 N. Soldano #242  
Azusa, CA 91702

Dear Dr. Woods:

On behalf of the students, faculty and staff of Citrus College, please accept my sincere appreciation for your generous gift of \$200 to the College of Completion.

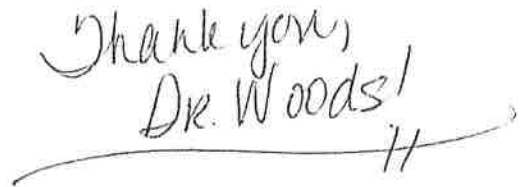
As a member of the Citrus community you are very aware of the purpose of the College of Completion Campaign: *help our students achieve their educational goal!* Your financial support through the Foundation helps to remove obstacles for our students so they are able to continue their education. We could not accomplish this feat without your on-going and generous assistance.

**Your continued financial support of the Citrus College Foundation is an integral part of this success, and for that, we are profoundly grateful.**

Sincerely,



Christina M. Garcia  
Director of Development and Alumni Relations



---

*This is the official receipt of your donation of \$200 for 2012, which we are stating that there was no exchange of goods or benefits. The Citrus College Foundation is a nonprofit corporation and has 501(c)(3) status, tax identification #95-2452557.*

# EXHIBIT 33



September 5, 2013

Direct: (213) 452-6576

**HAND DELIVERED**

Mr. Christopher D. Keeler  
Fagen Friedman & Fulfrost LLP  
1 Civic Center Drive, Suite 300  
San Marcos, CA 92069

**Re: Trustee Gary L. Woods Residency Inquiry**  
**Our File No.: WOO6350.001**

Dear Mr. Keeler:

I am writing in response to your letter dated July 30, 2013 and to follow up the various conversations that have occurred between us since that time.

As you know, our client is eager to resolve the residency inquiry that has been authorized by the Citrus Community College District Board of Trustees. Accordingly, per our discussions, Mr. Woods has agreed to allow you to inspect his residence located at 450 N. Soldano Avenue, No. 242F, Azusa, CA 91702 on September 5, 2013, and has agreed to provide relevant documents in response to your request.

We firmly believe that your home visit and your review of the relevant documents will clearly establish that Mr. Woods' domicile is located at the aforementioned address. The referenced documents are enclosed with this letter.

If you have any questions, please do not hesitate to contact us.

Very truly yours,



George M. Yin

Enclosures

September 10, 2013

Direct: (213) 452-6576

**VIA HAND DELIVERY AND E-MAIL**

Susan M. Keith  
President, Board of Trustees  
Citrus Community College District  
1000 West Foothill Blvd.  
Glendora, CA 91741-1899

**Re: Trustee Gary L. Woods Residency Inquiry  
Our File No.: WOO6350.001**

Dear Board President Keith and the Trustees of Citrus College:

After reviewing the Ad Hoc Board Subcommittee's Report ("Report") regarding the inquiry into the domicile of Dr. Gary Woods, and taking into account the facts and law concerning the matter, we strongly urge the Board of Trustees to conclude this proceeding by taking no further action. The Board should do this to end a process that is fast becoming a charade and a serious waste of taxpayers' money.

The Report states: "[T]he primary issue . . . is whether a vacancy on the board arises by failure to comply with the residency requirement. This question hinges on the meaning of 'residency' for the purposes of Education Code section 72022 and 'inhabitant' for the purposes of Government Code section 1770." (Report at 12.) The Report identifies that the terms "inhabitant" and "resident" for purposes of these statutes means "domicile." Thus, the Report states "the question is not whether a trustee is merely residing within the territory of the district, but whether he or she is domiciled there." (Report at 12, citing 73 Ops. Cal. Atty. Gen. 197 (1990).)

The Report then goes on to state that the test used for making the determination of an officeholders' domicile is as follows:

Many factors enter into this equation, including where an individual is registered to vote and his or her address for mail, where his or her tax returns are filed, where an automobile is registered, and where a homeowner's exemption or renter's credit is taken. The critical element is one of intent, and while declarations of the individual in this regard are important, such declarations are not determinative. The acts of the individual must be examined as well.

(Report at 13; 74 Ops. Cal. Atty. Gen. 427 (1990).)

The facts and evidence provided by Dr. Woods overwhelmingly supports Dr. Woods' intent that the Azusa apartment is and remains his domicile. Dr. Woods has provided his voter registration, his tax returns, his car registration, and evidence of the fact that he has not taken a homeowner's exemption on the Sierra Madre property (Dr. Woods is not eligible for a renter's credit due to his income). All of these documents show that his domicile is 450 N. Soldano Avenue #242. Moreover, in the interest of full disclosure, Dr. Woods has provided documents that go beyond the "test," in fact responding to every relevant category of the Ad Hoc Board Subcommittee's expansive inquiry. These additional documents include bank statements, utility bills, sales orders, deeds to his property interests, phone bills, his PERS statement, jury summons, and letters, all showing that 450 N. Soldano Avenue #242 is Dr. Woods' domicile.<sup>1</sup>

Moreover, Dr. Woods' consented to a visit by District's special counsel to his home. During this visit, the District's lawyer opened drawers, cupboards, closets, inspected Dr. Woods' bathroom, examined what Dr. Woods' eats, what cleaning products he uses, his dishes, his silverware, his home electronics, his bed linens, his closet full of clothes, his bathroom supplies, his collection of art, his books, and many other personal items. Following his inspection, the Ad Hoc Board Subcommittee's attorney (and the Report) concluded: "It is a fully furnished and functional apartment." (Report at 13.) In fact, the Report concedes: "In sum, the space could be lived in." (Report at 6.) This coupled with the aforementioned documentary evidence led the Report's authors to state: "Dr. Woods satisfies several of the objective, technical tests for establishing domicile in Azusa." (Report at 13.)

If Dr. Woods has indeed satisfied "several of the objective, technical tests" establishing domicile, this matter should be over and done with. There is no need to pursue further legal action at taxpayer expense. Yet, the Ad Hoc Board Subcommittee, which is comprised of two of Dr. Woods' most vocal critics on the Board, appears determined to manipulate the facts to serve their own political purposes. They cite, for instance, that Dr. Woods owns property outside of Azusa, that he does his banking in San Gabriel, that he is a member of community organizations in Pasadena and Arcadia, that his utility usage appears low, and that his telephone calls are too few for their tastes. (Report at 14.) They also question why Dr. Woods would live in an apartment in Azusa. Let's look at these items in brief.

First, Dr. Woods has provided copies of the deeds to the various properties in which he is an owner or part owner. These include deeds showing a joint tenancy in 3912 Blanche Street, Pasadena; a joint tenancy in 848 Huntington Drive, Unit 2, Arcadia; and a 1/3 interest in 1212 Arno Drive, Sierra Madre. The fact that Dr. Woods has invested in part ownership of these diverse residential properties does not prove that he is domiciled in each of those places.

---

<sup>1</sup> The Report erroneously states that Dr. Woods did not provide bank statements showing the Soldano Avenue address as his billing address.

Dr. Woods also owns a commercial office building at 740 N. Lake Ave., Pasadena. Again, that fact does not show that he is domiciled there.

Clearly, what these aforementioned property deeds show is that Dr. Woods has made real estate investments in cities outside of the one where he lives. This does not disqualify him from office; trustees are not barred from owning properties outside of the city where they live.

Next, Dr. Woods is not disqualified from office for having a bank account in a bank branch in San Gabriel, which is a short drive from Azusa and a convenient stop from work; or for that matter in New York City, where he also holds bank accounts. And the fact that Dr. Woods' membership with the Tournament of Roses in Pasadena, or the Elks Club in Arcadia does not mean that he is domiciled in those cities or that he lacks connections to Azusa. They only show that he is civically engaged in the San Gabriel Valley, where he was raised, where he works, and where he lives. In fact, in addition to representing the Azusa area on the Citrus College Board, Dr. Woods was also appointed to the Los Angeles County Oversight Board for the City of Azusa as well as its successor agency. A simple look at Dr. Woods' Board of Trustees biography webpage will relate just a sampling of his civic involvement in Azusa and its vicinity.

Moreover, Dr. Woods' utility bills reflect the lifestyle of an individual who is a Board of Trustee member, a professor, a lawyer, an active volunteer in the community, and a son who cares for his elderly mother on a daily basis. He does not spend a lot of time at home, that doesn't mean he does not live there.

With regard to his phone bill, like a lot of people, Dr. Woods primarily uses his cell phone and his office phone (at Pasadena City College) to take care of most of his calls. The Ad Hoc Board Subcommittee conveniently neglects to mention that the phone bills for Dr. Woods' home phone clearly show that numerous calls were made late at night and early in the morning, evidencing that he in fact does "repose" at 450 N. Soldano Avenue #242. We invite the Board to look at the call times more closely.

Further, the alleged statements made by a postal worker about a property that Mr. Woods resided at 20 to 30 years ago cannot be taken seriously. And the supposed observations of the private investigator are inconclusive, circumstantial and highly speculative.

Finally, the Report questions why Dr. Woods would choose to live at 450 N. Soldano Avenue #242 when he is a professor, lawyer, etc. We would ask the Board and the public, is it really so surprising that Dr. Woods would choose to live in a well-managed, safe and immaculate gated apartment complex, that is located close to Citrus College, close to his elderly mother's home, close to the properties that he has invested in, close to the places where he volunteers, and extremely affordable? Of course the answer is no.

While appearing before the Attorney General is definitely preferable to the political charade this Subcommittee is engaging in, ultimately a quo warranto suit will not succeed. Indeed, in similar cases, the California Attorney General has generally rejected attempts by parties seeking leave to sue in quo warranto. (See 86 Ops. Cal. Atty. Gen. 194 (2003); 75 Ops. Cal. Atty. Gen. 26 (1992); 84 Ops. Cal. Atty. Gen. 154 (2001).)

For example, in one case involving charges that a community college district trustee was not domiciled in her district, the Attorney General held:

In our view, relator's allegations that defendant has purchased a residence outside of the District and resides there part-time, even when coupled with a conclusionary belief that defendant does not intend to remain at her residence within the District, are not sufficient when weighed against the direct evidence of intent on the part of defendant which is materially corroborated by her conduct. Under similar circumstances, we have consistently denied applications to file quo warranto actions to test the question of residency.

(75 Ops. Cal. Atty. Gen. 26 (1992).)

In the end, the District Board should spare the taxpayers' precious resources and take no further action on what is looking more and more like a politically motivated witch hunt. As the Ad Hoc Board Subcommittee Report states:

After consultation with legal counsel, a review of the facts and a discussion of relevant legal standards, the subcommittee believes that there is insufficient evidence to conclude at this time, with the degree of certainty necessary to vacate his seat and appoint a successor, that Dr. Woods is not a resident of the District.

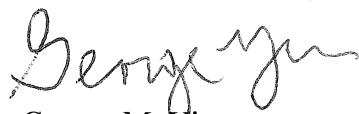
(Report at 16.) What more is there? That's it. Game over. Case closed.

The volume of documentary evidence that Dr. Woods has provided strongly outweighs the inclusive, circumstantial, and wildly speculative nature of the Ad Hoc Board Subcommittee's supposed evidence. Thus, there is no rational basis for pursuing this matter any further. Indeed, the Board should be aware that courts "are also mindful of the general principle that ambiguities concerning the right to hold public office should be resolved in favor of eligibility." (72 Ops. Cal. Atty. Gen. 63 (1989); *Helena Rubenstein Internat. v. Younger*, 71 Cal. App. 3d 406, 418 (1977).)

Susan M. Keith  
September 10, 2013  
Page 5

Consequently, the best course of action is to end this process now and take no further action. We urge the Board to act accordingly.

Very truly yours,



George M. Yin

GMY:ssn

cc: Ms. Susan M. Keith, President, Board of Trustees  
Dr. Patricia Rasmussen, Vice President, Board of Trustees  
Ms. Joanne Montgomery, Clerk/Secretary, Board of Trustees  
Dr. Edward C. Ortell, Member, Board of Trustees  
Dr. Gary L. Woods, Member, Board of Trustees  
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