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8 *Marie Hatch*

**ENDORSED FILED**  
**SAN MATEO COUNTY**

FEB 26 2016

Clerk of the Superior Court  
By Rebecca Krill  
DEPUTY CLERK

9  
10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **IN AND FOR THE COUNTY OF SAN MATEO**

12 **MARIE HATCH,**

13 Plaintiff,

14 v.

15 **DAVID KANTZ, an individual, and**  
16 **DOES 1 - 20, inclusive,**

17 Defendants.  
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20  
21  
22

Case No.:

**COMPLAINT FOR:**

1. **BREACH OF CONTRACT; and**
  2. **ELDER ABUSE for**
    - a. **Damages**
    - b. **Attorney's Fees and costs**
    - c. **Punitive Damages**
  3. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
**DEMAND FOR JURY TRIAL**
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**COMPLAINT**

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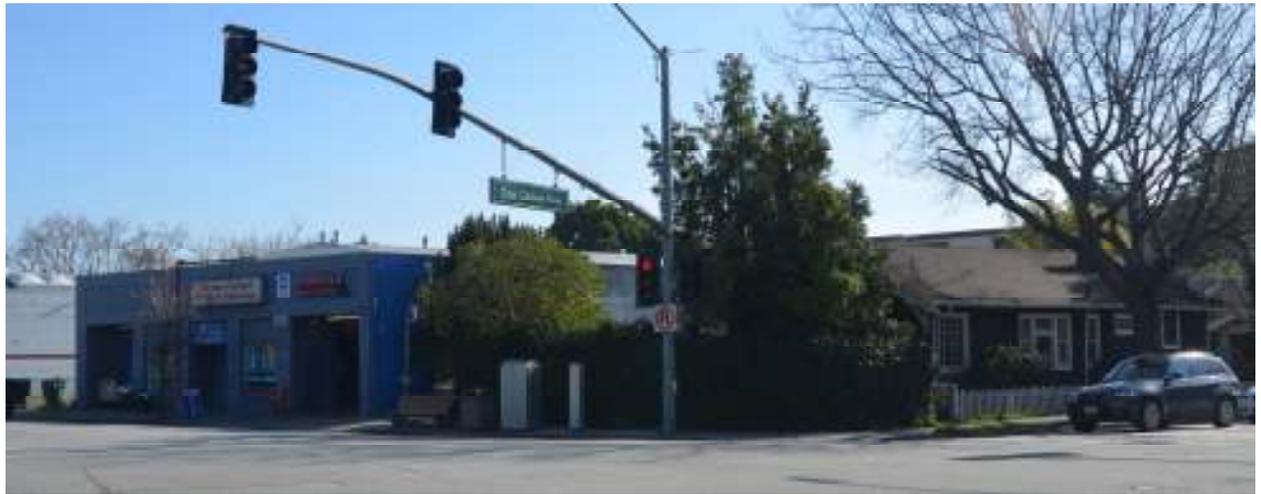
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1 **I. INTRODUCTION**

2 1. There is no place like home, even if it has peeling paint, is next door to a bustling  
3 automobile repair shop, and across the street from railroad tracks where the train whistle stops  
4 conversations every time a train passes by.

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2. For over 60 years, Marie Hatch (“Marie”) has lived in a small cottage at 625 California Drive, Burlingame, California.



1           3.       Marie moved into the Burlingame home at the invitation of her friend Vivian  
2 Kroeze (“Vivian”) because Vivian needed a companion to help and assist her after Vivian’s  
3 husband died. In consideration and return for the companionship and help that Marie provided to  
4 Vivian, Vivian made a contract with Marie, which was entered into and performed in Burlingame.  
5 In that contract, Vivian promised Marie that she could live in the Burlingame home that Vivian  
6 owned until Marie died. That contract was honored by Vivian, her daughter Beatrice Kroeze  
7 Matthews (“Beatrice”), and her granddaughter Pamela Kantz (“Kantz”) for over **60 years**.

8           4.       Vivian’s promise created an enforceable contract. Unfortunately, last December  
9 2015, right before Christmas, Defendant David Kantz (“David”), Pamela’s former husband, who  
10 purports to be the landlord, announced his intention to sell the property and evict Marie and her 85  
11 year old roommate, Georgia Rothrock (“Georgia”), who has lived with Marie for 32 years.



26           5.       An effort by a neighbor who is an attorney to work out a compromise with David’s  
27 attorney, Michael Liberty, failed. Instead, in breach of Vivian’s contract and in conscious  
28 disregard of Marie’s rights, in February of 2016, David’s attorney, Michael Liberty, sent a Sixty

1 Day Notice to Quit to Marie and Georgia. There is no legal right to force Marie out of her home.

2 See Exhibit 1.

3 6. The thought of having to move out of the home where she was promised she could  
4 live for the rest of her life has caused Marie worry, anxiety and stress and exacerbated her existing  
5 physical infirmities. David's actions would be traumatic for any person. But for Marie, who is 97  
6 years old and suffers from agoraphobia and has a host of medical issues, including cancer, the  
7 efforts and threats to remove her from her home of over 60 years have caused her enormous harm.  
8 In fact, after receiving the 60 Day Notice to Quit from David's attorney, Marie had an attack of  
9 severe heart palpitations and had to be rushed to the Emergency Room where she was treated for  
10 six hours at Peninsula Hospital. Her roommate Georgia has suffered similar harm.

11 7. This lawsuit seeks to obtain for Marie what is rightfully hers: the right to live in her  
12 home for the rest of her life, as promised by Vivian in a valid and enforceable contract, and to  
13 obtain damages for the harm caused to her by Defendants' unlawful and immoral actions. It also  
14 involves the serious question of Elder Abuse under California law based upon the threats and  
15 conduct directed at a 97 year old woman and her companion, age 85.

16 **II. JURISDICTION AND VENUE**

17 8. This Court has jurisdiction over all causes of action asserted herein, and the amount  
18 in controversy exceeds the jurisdictional minimum of this Court.

19 9. Defendants, and each of them, are subject to the jurisdiction of this Court by virtue  
20 of their dealings and transactions in San Mateo County and by having caused injuries through their  
21 acts and omissions within this County to render the exercise of jurisdiction by this Court  
22 permissible under traditional notions of fair play and substantial justice.

23 10. Venue is proper in this Court because the contract at issue was entered in San  
24 Mateo County, the property at issue is in this County, and a substantial portion of the events, acts,  
25 omissions and transactions complained of herein occurred in this County. Code of Civ. Proc.  
26 § 395(a); *Turner v. Simpson* (1949) 91 Cal.App.2d 590, 591; and Code of Civ. Proc. § 393(a) for  
27 the claim arising under The Elder Abuse and Dependent Adult Protection Act.

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1 **III. THE PARTIES**

2 **A. PLAINTIFF**

3 11. Plaintiff Marie Hatch is a 97 year old woman who has lived in her home at 625  
4 California Drive, Burlingame, California for over 60 years. She has worked and lived in  
5 Burlingame since the 1940s and is a treasured member of the Burlingame community. Marie was  
6 the daughter-in-law of Alvin Hatch, a respected member of the San Mateo County Board of  
7 Supervisors for more than 30 years, until 1964, and died in 1967.

8 **B. DEFENDANT**

9 12. Defendant David Kantz alleges to be the owner of 625 California Drive,  
10 Burlingame, and has collected rent from Marie for over ten (10) years, although he does not have  
11 title to the property. The legal title of the property is in the name Pamela Kantz, who is deceased.  
12 The last deed in the San Mateo County Recorder's office is a deed transferring title to Pamela.  
13 **Exhibit 2.** The Assessor Records of San Mateo County show that Pamela, in her individual  
14 capacity, is the owner of the property. **Exhibit 3.** In news reports, David Kantz has stated that the  
15 property is owned by a trust, but this is incorrect as demonstrated by the public records.

16 **C. DOE DEFENDANTS**

17 13. The true names and capacities of the Defendants named herein as Does 1 through  
18 20, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who  
19 therefore sues such Defendants by fictitious names under California Code of Civil Procedure  
20 Section 474. Plaintiff is informed and believes that Doe Defendants are California residents, or  
21 individuals over whom this Court nevertheless has jurisdiction. Plaintiff will amend her  
22 Complaint to show such true names and capacities when they are ascertained. Based on  
23 information and belief, Plaintiff alleges that Defendants sued as Does 1 through 20, and each of  
24 them, are liable in whole or in part for the wrongful acts alleged herein.

25 **D. AGENCY, AIDING AND ABETTING, AND CONSPIRACY**

26 14. At all relevant times, each Defendant was and is the agent of each of the remaining  
27 Defendants, and in doing the acts alleged herein, was acting within the course and scope of such  
28 agency. Each Defendant ratified and/or authorized the wrongful acts of each of the Defendants.

1           15.     In committing the wrongful acts alleged herein, the Defendants have pursued, or  
2 joined in the pursuit of, a common course of conduct, and have acted in concert with and conspired  
3 with one another in furtherance of the improper acts and transactions that are the subject of this  
4 Complaint.

5           16.     Each of the Defendants aided and abetted and rendered substantial assistance in the  
6 wrongs complained of herein. In taking such actions to substantially assist the commission of the  
7 wrongdoing complained of herein, each Defendant acted with knowledge of the primary  
8 wrongdoing, substantially assisted in the accomplishment of that wrongdoing, and was aware of  
9 his, her or its overall contribution to and furtherance of the wrongdoing.

10 **IV.   FACTUAL BACKGROUND**

11           17.     Marie Hatch has lived on the Peninsula all of her adult life.

12           18.     In the 1940s, Marie moved to Linden Avenue in Burlingame and had a job in  
13 Burlingame in a bakery. She became good friends with Vivian Kroeze who lived in Burlingame.  
14 Vivian and her husband, Robert, and daughter, Beatrice, lived at 1209 Oak Grove, Burlingame.

15           19.     In April of 1948, Beatrice married Lieutenant John Henley Matthews of the United  
16 States Merchant Marine at St. Paul's Church in Burlingame.

17           20.     In January of 1949, Robert, Vivian's husband, who had been a Bay Area newspaper  
18 man, died at home. Vivian was lonely and needed help so she invited Marie, her husband, and her  
19 young son to move into a home she owned at 625 California Drive, Burlingame, California, which  
20 was closer to Vivian's house. Marie gave up the home in which she had been living to provide  
21 companionship and to help Vivian with her life as she was having difficulties after the death of her  
22 husband.

23           21.     For the next thirty (30) years, Marie cooked, helped out as needed, and provided  
24 companionship to Vivian. The two considered each other family. As consideration and reward,  
25 Vivian promised and agreed that Marie could live in the house for the rest of her life. There was  
26 no need to write down the promise as the two women trusted each other completely. Vivian  
27 repeated her promise to her family, neighbors and many friends.

1           22.     Vivian’s contract and promise was important to Marie because she wanted to make  
2 sure that she had a stable and long-term place to live. In the 1950s, Marie had a full-time job and,  
3 although money was difficult, she supported herself.

4           23.     In January of 1951, Vivian’s daughter Beatrice, gave birth to a daughter named  
5 Pamela, and they lived near Vivian and Marie. Marie often watched Pamela either at her house or  
6 at Beatrice’s house. Marie considered Beatrice and Pamela family. Beatrice often said that “Marie  
7 is a blessing” for Vivian.

8           24.     In July of 1980, Vivian died. The house at 625 California Drive, Burlingame,  
9 which Marie called home, was transferred to Beatrice and her husband John as joint tenants (John  
10 died in 2001 and the property became Beatrice’s sole property). Beatrice confirmed the promise of  
11 her mother that Marie could live in her home for life. For the next 25 years, until Beatrice died in  
12 May of 2005, Beatrice kept the promise to Marie. Beatrice repeated this promise to neighbors and  
13 friends.

14           25.     In August of 2005, the property was transferred, by deed, to Pamela. **Exhibit 2.**  
15 Pamela reaffirmed her grandmother’s agreement that Marie could live in her home until she died.  
16 The property has remained in Pamela’s name since then and is the legal owner until changed.

17           26.     Tragically, at age 55, on September 2, 2006, Pamela was murdered by a friend who  
18 is now serving time in prison. Pamela had been separated from her husband, David. Although the  
19 property remains in Pamela’s name, **Exhibits 2, 3**, David has been collecting the rent from Marie  
20 for over ten years. Each month, Marie has faithfully sent the required rent to David by mail.

21           27.     In December 2015, right before Christmas, Marie learned that Defendants sought to  
22 evict her from her house. She turned to a friend and neighbor to contact Defendants to try to work  
23 out an agreement to preserve Marie’s ability to remain in the house as Vivian agreed and promised.

24           28.     In response, as the agent for David and Defendants, Attorney Michael Liberty  
25 demanded that Marie move out as soon as possible before she was removed by the Sheriff. He  
26 then, on February 11, 2016, served her with a Sixty Day Notice to Quit. **Exhibit 1.**

1 **V. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **BREACH OF CONTRACT**

4 29. Plaintiff hereby incorporates by reference each of the paragraphs set forth above as  
5 though fully set forth hereinafter.

6 30. As set forth above, over 60 years ago, Vivian Kroeze, in consideration for the  
7 companionship and work that Marie performed for her and the deep friendship that they had,  
8 promised to Marie that she could live in the home at 625 California Drive, Burlingame, California  
9 until she died. The contract was entered into in Burlingame and was to be performed in  
10 Burlingame, California. This promise was confirmed by Vivian's daughter, Beatrice, and  
11 granddaughter, Pamela. The promise was repeated many times by these three generations of  
12 women and heard by family, neighbors and others and is a valid contract. As reported in a story in  
13 the *San Francisco Chronicle* of February 21, 2016, entitled "Burlingame woman, 97, being evicted  
14 after 66 years," David **admitted and confirmed** that he knew of Vivian's promise to Marie.

15 31. Marie has performed all conditions, covenants, and promises required on her part to  
16 be performed in accordance with the terms and conditions of the contract.

17 32. The Statute of Frauds does not apply to this case.

18 a. The contract could have been performed within one year because Marie  
19 could have died within the first year that the contract was made. *Leonard v. Rose* (1967) 65 Cal.2d  
20 589, 592; *Gaskins v. Security-First National Bank* (1939) 30 Cal. App.2d 409, 418-419;  
21 *Kuykendall v. Rockwell Int'l Corp.*, Civil Action No. CV-76-2963-LEW. (C.D. Cal. Feb. 27, 1979)  
22 1979 U.S. Dist. LEXIS 14136, at \*5.

23 b. Marie fully performed her promises under the contract. Marie provided  
24 extraordinary services to Vivian, operating as a daily companion to Vivian for her health and needs  
25 such that Marie was considered family, Vivian and Marie did not contemplate that Marie would be  
26 compensated in money, but that she would be able to live in the residence that she called home for  
27 the rest of her life, and no action in law could compensate Marie for the loss of her home,  
28

1 especially since she is an agoraphobic and in frail health. *De Hermosillo v. Morales* (1956) 146  
2 Cal.App.2d 819, 827-828.

3 c. Defendants are equitably estopped to assert the statute of frauds. *Monarco*  
4 *v. Lo Greco* (1950) 35 Cal.2d 621, 623; *Byrne v. Laura* (1997) 52 Cal.App.4th 1054, 1068. Marie  
5 performed services for Vivian in exchange for the promise that she could remain in the house until  
6 she died. In reliance on Vivian's, Beatrice's and Pamela's repeated agreements that she could stay  
7 in the house until she died, Marie gave up any opportunity to accumulate property of her own. She  
8 seriously changed her position by devoting her time and energies to the Kroeze family and gave up  
9 opportunities, when she had the chance when she was younger, to find other housing and  
10 employment opportunities. Marie would be unconscionably injured, under the circumstances, if a  
11 lack of a writing forced her out of her house where she has lived for over 60 years.

12 33. On or about February 11, 2016, David and Does 1-5, inclusive as successors to the  
13 contract who are bound by Vivian's contract and promise, breached the oral agreement through  
14 their attorney, Michael Liberty, by sending a Sixty Day Notice to Quit, taking action to force  
15 Marie to vacate the premises, and disclaiming the contract and promises made by Vivian, Beatrice,  
16 and Pamela and breaching the contract.

17 34. Marie's right to stay in her home based upon the promises given to her is unique in  
18 character. Therefore, she has no plain, speedy, or adequate remedy in the ordinary course of law,  
19 and damages, if awarded, cannot be properly ascertained and would be inadequate to compensate  
20 her for the detriment suffered as a result of defendants' breach. Therefore, she seeks specific  
21 performance.

22 35. In addition, Marie has suffered damages because of the breach of contract in an  
23 amount to be determined at trial.

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1 **SECOND CAUSE OF ACTION**

2 **ELDER ABUSE**

3 36. Plaintiff hereby incorporates by reference each of the paragraphs set forth above as  
4 though fully set forth hereinafter.

5 37. This cause of action is brought pursuant to California Welfare & Institutions Code  
6 sections 15600 et seq. (The Elder Abuse and Dependent Adult Protection Act).

7 38. At the time of David's and Does 1-5, inclusive, acts in breaching the contract and  
8 attempting to force Marie to leave her home of more than 60 years, Marie was 97 years old. She  
9 was an "elder" as defined by Welfare & Institutions Code section 15610.27 and is, therefore,  
10 entitled to the statutory protections from abuse provided by Welfare & Institutions Code sections  
11 15610.07. Defendants knew Marie was an elder.

12 39. By their actions, Defendants are responsible for elder abuse because their treatment  
13 of Marie, as described above, resulted in physical harm and/or pain and/or mental suffering in  
14 violation of Welfare & Institutions Code § 15610.07(a) and Plaintiff is entitled to the remedies  
15 provided by the Elder Abuse Act.

16 40. As a legal result of Defendants' conduct, Marie has suffered damages, including  
17 general and economic damages, including mental distress, in an amount according to proof at trial.

18 41. Plaintiff has incurred, and will continue to incur, attorney's fees and costs in this  
19 litigation. Plaintiff, if successful in this action, is entitled to recover such fees and costs from  
20 Defendant, under the provisions of Welfare and Institutions Code Section 15657.5(a).

21 42. In committing the actions and conduct described above, Defendants, and each of  
22 them, acted with recklessness, oppression, fraud, and malice, and Marie therefore is entitled to an  
23 award of exemplary or punitive damages pursuant to Welfare and Institutions Code Section  
24 15657.5 and Civil Code Section 3294 and treble damages pursuant to Civil Code Section 3345.

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1 **THIRD CAUSE OF ACTION**

2 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

3 43. Plaintiff hereby incorporates by reference each of the paragraphs set forth above as  
4 though fully set forth hereinafter.

5 44. As set forth above, David and Does 1 through 5, inclusive, knew that Marie had a  
6 legal right to stay in her home for the rest of her life based upon a valid contract. David and Does  
7 1 through 5 knew of Marie's age and infirmities.

8 45. Despite this knowledge, David and Does 1 through 5, inclusive, had their agent,  
9 attorney Michael Liberty, serve a 60 Day Notice to Quit on Marie and her roommate even though  
10 they knew that such actions would cause Marie severe emotional distress. These Defendants'  
11 conduct was intentional and malicious and done for the purpose of causing Marie to suffer metal  
12 anguish, and emotional and physical distress.

13 46. As a legal result of these acts, Marie suffered mental anguish, and emotional and  
14 physical distress and was required to and did employ physicians to treat and care for her, thus  
15 incurring medical bills.

16 47. The acts of Defendants were willful, wanton, malicious and oppressive, and justify  
17 the awarding of punitive damages in an amount to be determined at trial.

18 **VI. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs prays for judgment against Defendants as follows:

20 1. That the court decree specific performance of the agreement that Marie may stay in  
21 her home at 625 California Drive, Burlingame, California for the remainder of her life.

22 2. That Defendants be specifically ordered to refrain from taking any action to remove  
23 Marie from her home.

24 3. For damages, according to proof, as the breach of contract claim.

25 4. For compensatory damages pursuant to Welfare and Institutions Code Section  
26 15657.5(a), awarded based on Plaintiff's elder financial abuse claim as defined by Welfare and  
27 Institutions Code Section 15610.30, in an amount to be determined by the Court.

1           5.       For punitive damages pursuant to Welfare and Institutions Code Section 15657.5  
2 and Civil Code Section 3294 and treble damages pursuant to Civil Code Section 3345.

3           6.       For reasonable attorney's fees pursuant to Welfare and Institutions Code Section  
4 15657.5(a), in an amount to be determined by the Court;

5           7.       For costs of suit incurred herein, including costs pursuant to Code of Civil  
6 Procedure sections 1033 *et seq.* and Welfare and Institutions Code section 15657.5(a) in an amount  
7 to be determined by the Court; and

8           8.       For such other and further relief as the Court may deem proper.

9 Dated: February 26, 2016

**COTCHETT, PITRE & McCARTHY, LLP**

10  
11 By: 

NANCY L. FINEMAN

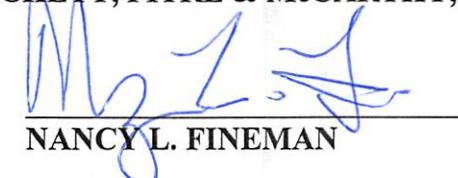
*Attorneys for Plaintiff Marie Hatch*

12  
13 **VII. JURY DEMAND**

14 Plaintiff demand trial by jury on all issues so triable.

15  
16 Dated: February 26, 2016

**COTCHETT, PITRE & McCARTHY, LLP**

17  
18 By: 

NANCY L. FINEMAN

*Attorneys for Plaintiff Marie Hatch*

**COMPLAINT**

**EXHIBIT 1**

SIXTY DAY NOTICE TO QUIT  
48 HOUR NOTICE OF INSPECTION  
625 CALIFORNIA DRIVE  
BURLINGAME, CALIFORNIA

TO: MARIE HATCH, GEORGIA ROUGHROCK AND ALL OTHERS IN POSSESSION:

YOU ARE HEREBY NOTIFIED that pursuant California Civil Code Section 1946, the alleged tenancy under which you hold possession of the above described premises is terminated SIXTY (60) days after service on you of this notice.

YOU ARE REQUIRED to quit and deliver up the possession of the premises to the Landlord/Agent who is authorized to receive possession of the same on or before the expiration of said SIXTY (60) day period.

YOU ARE FURTHER NOTIFIED that it is the purpose and intent of this Notice to terminate said tenancy at the expiration of said SIXTY (60) day period, and that if at the expiration of said period you fail to quit said premises and deliver up possession of the same, legal proceedings will be instituted for an unlawful detainer against you to recover possession of said premises, to declare any and all leases, if any, or rental agreements, if any, forfeited and to recover damages for the unlawful detention of said premises.

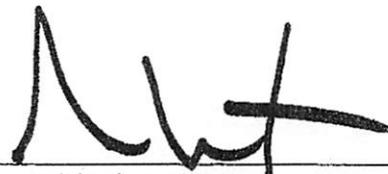
The premises are located at: 625 CALIFORNIA DRIVE, BURLINGAME, CALIFORNIA

YOU ARE FURTHER NOTIFIED that this notice gives and provides you with 48 Hour Notice for landlord to enter and inspect the premises. **THE LANDLORD AND/OR AGENTS WILL ENTER AND INSPECT THE PREMISES WITH AN APPRAISER ON MARCH 3, 2016 AT 10:00 A.M.** Persons allowed entry shall be the landlord, the landlord's attorneys, realtors, agents, brokers, including without limitation all real estate agents acting on landlord's behalf.

You or your attorney may contact landlord through landlord's attorney at:

LAW OFFICE OF MICHAEL D. LIBERTY  
Michael D. Liberty (Bar No. 136088)  
1290 Howard Avenue, Suite 303  
Burlingame, California 94010  
Telephone: (650) 685-8085  
[mdlaw@pacbell.net](mailto:mdlaw@pacbell.net)

Date: February 10, 2016

A handwritten signature in black ink, appearing to read 'M. Liberty', written over a horizontal line.

Michael D. Liberty  
Attorney For Landlord

**COMPLAINT**

**EXHIBIT 2**

RECORDING REQUESTED BY: )  
 )  
 JOSEPH A. GALLIGAN, ESQ. )  
 )  
 WHEN RECORDED MAIL TO: )  
 )  
 GALLIGAN & BISCAY, APC )  
 A Professional Corporation )  
 630 No. San Mateo Drive )  
 San Mateo, CA 94401 )

2005-140689

12:35pm 08/16/05 AD Fee: 13.00

Count of pages 3

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



SPACE

AFFIDAVIT - DEATH OF LIFE TENANT

STATE OF CALIFORNIA )  
 COUNTY OF SAN MATEO )

The undersigned, being duly sworn says:

*38/05*

PAMELA L. M. KANTZ, being of legal age and duly sworn deposes and says: . . .

That **BEATRICE KROEZE MATTHEWS**, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as **BEATRICE K. MATTHEWS**, who retained a life estate in the Grant Deed executed by **BEATRICE K. MATTHEWS**, wherein she retained a life estate in the property located at 625 California Drive (Corner of California Drive and Oak Grove Avenue), Burlingame, California, County of San Mateo, State of California, described as follows:

Lot lettered "L", in Block numbered Six (6), according to and is the same as designated and delineated upon that certain Map entitled "Map No. 2 of the Property of the Burlingame Lane Company", and recorded in the Office of the County Recorder of the County of San Mateo, California, on the 20<sup>th</sup> day of February, 1905, in Book 3 of Maps, at page 55, San Mateo County Records.

That she is the person signing the above document; that she has read the same, and knows the contents thereof, and that the acts stated therein are true.

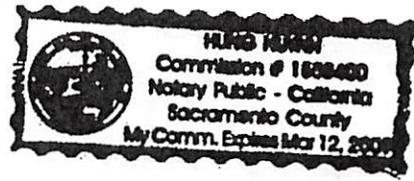
Assessor's Parcel No. 029-131-140

Dated: 7/20, 2005

*Pamela L. M. Kantz*  
 \_\_\_\_\_  
 PAMELA L. M. KANTZ

Subscribed and sworn to before me on this 23<sup>th</sup> day of July, 2005, by PAMELA L. M. KANTZ, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*[Signature]*  
 \_\_\_\_\_  
 Notary Public



STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

EL DORADO COUNTY HEALTH DEPARTMENT PLACERVILLE, CALIFORNIA

CERTIFICATE OF DEATH

320050900385

STATE FILE NUMBER LOCAL REGISTRATION NUMBER

1. NAME OF DECEDENT - FIRST (Given) BEATRICE 2. MIDDLE KROEZE 3. LAST (Family) MATTHEWS

4. DATE OF BIRTH 05/07/1920 5. AGE Yrs 85 6. SEX F

7. DATE OF DEATH 05/11/2005 8. HOUR (24 Hours) 1136

9. BIRTH STATE/FOREIGN COUNTRY CA 10. SOCIAL SECURITY NUMBER 9049 11. EVER IN U.S. ARMED FORCES YES [X] NO [ ] UNK [ ] 12. MARITAL STATUS (at Time of Death) WIDOWED 13. DECEDENT'S RACE (Use to 3 races may be listed) WHITE 14. EDUCATION - Highest Level Completed (See worksheet on back) HS GRADUATE 15. USUAL OCCUPATION - Type of work for most of life. (DO NOT USE RETIRED) 16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, retail construction, employment agency, etc.) 17. YEARS IN OCCUPATION 58

18. DECEDENT'S RESIDENCE (Street and number or location) 530 EL CAMINO REAL #107

19. CITY BURLINGAME 20. COUNTY/SUBDIVISION SAN MATEO 21. ZIP CODE 94010 22. YEARS IN COUNTY 85 23. STATE/FOREIGN COUNTRY CA

24. INFORMANT'S NAME/RELATIONSHIP PAMELA L. KANTZ-DAUGHTER 25. P.O. BOX 1807 SHINGLE SPRINGS, CA 95682

26. NAME OF SURVIVING SPOUSE - FIRST 27. MIDDLE 28. LAST (Last Name) 29. BIRTH STATE CA

30. NAME OF FATHER - FIRST 31. MIDDLE 32. LAST (Last Name) 33. BIRTH STATE CA

34. NAME OF MOTHER - FIRST 35. MIDDLE 36. LAST (Last Name) 37. BIRTH STATE CA

38. DISPOSITION DATE 05/18/2005 39. PLACE OF FINAL DISPOSITION RES: PAMELA L. KANTZ-DAUGHTER 6040 BRAMBLEWOOD LANE SHINGLE SPRINGS, CA 95682

40. TYPE OF DISPOSITION CR/RES 41. SIGNATURE OF EMBALMER NOT EMBALMED 42. DATE 05/13/2005 LDG

43. NAME OF FUNERAL ESTABLISHMENT MEMORY CHAPEL 44. LICENSE NUMBER FD 717 45. SIGNATURE OF FUNERAL HOME 46. DATE 05/13/2005 LDG

47. PLACE OF DEATH MARSHALL HOSPITAL 48. COUNTY EL DORADO 49. FACILITY ADDRESS OR LOCATION (Street and number or location) MARSHALL WAY PLACERVILLE 50. CITY PLACERVILLE

51. CAUSE OF DEATH ACUTE MASSIVE INTRACEREBRAL HEMORRHAGE 52. DEATH REPORTED TO CORONER YES [ ] NO [X] 53. DAYS 54. DEATH REPORTED TO CORONER YES [ ] NO [X]

55. SIGNATURE AND TITLE OF CERTIFIER AMRIT SINGH MD 56. LICENSE NUMBER C 51285 57. DATE 05/13/2005

58. SIGNATURE AND TITLE OF CORONER/DEPUTY CORONER 59. DATE 60. TYPE/NAME/TITLE OF CORONER/DEPUTY CORONER

61. STATE REGISTRAR 62. FAX AUTH. # 6245 63. CENSUS TRACT



89060

CERTIFIED COPY OF VITAL RECORDS STATE OF CALIFORNIA, COUNTY OF EL DORADO



\*000089060\*

This is a true and exact reproduction of the document officially registered and placed on file in the office of the El Dorado County Health Department.

DATE ISSUED 05/18/2005

This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the County Health Officer.

STEPHEN G. DROGIN, M.D. COUNTY HEALTH OFFICER



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

**ILLEGIBLE NOTARY SEAL DECLARATION**  
**(Government Code 27361.7)**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Hung Huynh  
COMMISSION NUMBER: 1558400  
(IF APPLICABLE)  
DATE COMMISSION EXPIRES: 5/12/00  
STATE: CA  
COUNTY: Sacramento  
PLACE OF EXECUTION OF THIS DECLARATION:  
Shingle Springs, CA  
DATE: 7/28/05

SIGNATURE: Maureen F. Pollard  
AGENT FOR: Pamela LM Kantz

**COMPLAINT**

**EXHIBIT 3**

## Assessment Record

This data is for informational purposes only.

**Estimated Roll Certification Date: 07/01/2015**

### Owner Information

Original Name: KATZ PAMELA L

Standardized Name: KATZ, PAMELA L

Original Address: COLOMA, CA 95613  
P O BOX 515

Standardized Address: PO BOX 515  
COLOMA, CA 95613-0515  
EL DORADO COUNTY

### Property Information

Original Property Address: BURLINGAME, CA 94010-3730  
625 CALIFORNIA DR

Standardized Property Address: 625 CALIFORNIA DR  
BURLINGAME, CA 94010-3730  
SAN MATEO COUNTY

Land Use: RESIDENTIAL INCOME (GENERAL) (MULTI-FAMILY)  
County: SAN MATEO  
Data Source: B

### Legal Information

Assessor's Parcel Number: 029-131-140

Brief Description: LOT L BLOCK 6 BURLINGAME LAND CO MAP NO 2 RSM D/38

### Assessment Information

Assessment Year: 2015

Assessed Land Value: \$276,244

Assessed Improvement Value: \$13,565

Total Assessed Value: \$289,809

### Tax Information

Tax Rate Code: 4-001

### Property Characteristics

Year Built: 1914

Stories: 1

Garage Type: DETACHED

Garage Size: 1 CAR(S)

Building Area: 1,350 1ST FLOOR  
1,350 TOTAL

Air Conditioning: CENTRAL

Heating: CENTRAL

Square Footage: 6222 SF

## Assessment Record

This data is for informational purposes only.

**Estimated Roll Certification Date: 07/01/2014**

### Owner Information

Original Name: KATZ PAMELA L