



STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1060 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor: G COMPANIES CONSTRUCTION, INC.
PO BOX 2990
NEWPORT BEACH, CA 92658

Phone: (310) 835-1532
Fax: (310) 835-1549

Phone: (949) 975-0817
Fax: (949) 975-0625

Project: 453-000-00
MURRIETA 453/VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92582

Date: 11/29/07
Contract No.: M453-1020
Change Order No.: 15

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	PER FIELD REQUEST RUN 3" GAS LINE TO BOILER ROOM	2-13-05010	\$43,109.50
Amount of this Change:			\$43,109.50
Original Contract Amount:			\$3,868,000.00
Amount of Previously Approved Change Orders:			\$40,873.70
Revised Contract Amount:			\$3,951,783.20

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING:

- RUN 3" GAS LINE FROM NEW METER LOCATION TO BOILER ROOMS - BUILDINGS 1 - 8

REC'D DEC 19 2007

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC.

By: [Signature]
Title: President
Date: 12-17-07

By: [Signature]
Title: _____
Date: 12/14/07

INTERNAL APPROVAL:

GEN. SUPERINTENDENT

LOUIS MARANO

[Signature]

EXHIBIT 4

CA525626

Date: 01/09/09

CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor

1 - You are hereby notified that

AMPAM PARKS MECHANICAL
1080 WILMINGTON BLVD
WILMINGTON CA 90744

Reputed Owner

MURRIETA VILLAGE WALK LP
1105 QUAIL ST
NEWPORT BEACH, CA 92658

2 - Has furnished or will furnish labor,
services, equipment, or materials of
the following general description:
LABOR, MATERIALS &/OR SERVICES

Reputed Construction Lender or Lessee

BANK OF THE WEST
3000 OAK RD #400
WALNUT CREEK CA 94597

3 - An estimate of the total price of the
labor, services, equipment, or materials
furnished or to be furnished is:
\$3,868,000.00

Reputed Original Contractor

G COMPANIES CONSTRUCTION INC
PO BOX 2990
NEWPORT BEACH CA 92658

4 - The building, structure or other work of
improvement is located at:
VILLAGE WALK AT MURRIETA
LEMON & JEFFERSON
MURRIETA CA

A.B.C. UNKNOWN

5 - The name of the person or firm who contracted
for the purchase of such labor, services,
equipment or material is:

G COMPANIES CONSTRUCTION INC.
PO BOX 2990
NEWPORT BEACH CA 92658

6 - Name and address of Trust Funds to which
Supplemental Fringe Benefits are payable
(if applicable):

7 - Jobette is Federal Public Work Title 40 USC
Sec. 270A-270E.
Contract #
Bond Co:

Signed
Authorized Agent

SheC

NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES,
EQUIPMENT, OR MATERIALS FURNISHED OR TO BE
FURNISHED, A MECHANICS' LIEN LEADING TO THE LOSS,
THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL
OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY
BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU
HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH
TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY
(1) REQUIRING YOUR CONTRACTOR TO FURNISH A RELEASE
SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE
BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR
OR (2) ANY OTHER METHOD OR DEVICE THAT IS
APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN
RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING
FEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST
NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN
CLAIMANT WHO HAS PROVIDED THE OWNER WITH A
PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH
SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF
COMPLETION OR NOTICE OF CESSATION HAS BEEN
RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE
SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-
CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING.
FAILURE TO NOTIFY WILL EXTEND THE DEADLINES TO
RECORD A LIEN.

Construction Notice Services, Inc.

1-800-388-5888

EXHIBIT 5

Case 8:08-bk-13151-RK Claim 38-1 Part 3 Filed 01/09/09 Desc 3 of 5 Page 11
of 29

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Maria M. Rohaidy, Esq.
TAUBMAN, SIMPSON, YOUNG & SULENTOR
P.O. Box 22670
Long Beach, CA 90801-5670

DOC # 2007-0717363
11/28/2007

Confirmed Copy

Has not been compared with original

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

APNS: 949-100-038
949-100-055

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN
(Notice and Claim of Mechanics' Lien)

The undersigned AMPAM PARKS MECHANICAL, INC., Claimant, claims a mechanics' lien upon the following described real property located at: Lemon & Jefferson in Murrieta, County of Riverside, State of California, commonly known as Village Walk at Murrieta, as more particularly described on Exhibit A attached hereto and incorporated herein.

The sum of \$533,493.79 together with interest thereon at the rate of 10 % percent per annum from November 20, 2006, is due claimant, after deducting all just credits and offsets, for the following labor and/or materials consisting of labor/services/materials/equipment, furnished by claimant to be used and actually used in that certain work of improvement consisting of plumbing system, including fixtures and equipment. Claimant has furnished said labor/materials/services/equipment at the request of, or under contract with G Companies Construction, Inc., P.O. Box 2990, Newport Beach, CA 92658 and/or G Companies Construction, Inc., 1105 Quail Street, Newport Beach, CA 92660. The name(s) and address of the owners or reputed owners are Murrieta Village Walk LP aka Murrieta Villagewalk LP, 1105 Quail Street, Newport Beach, CA 92658 and/or Murrieta Village Walk LLC, 1105 Quail Street, Newport Beach, CA 92660. The name and address of the reputed construction lender is Bank of the West, 3000 Oak Road, #400, Walnut Creek, CA 94597.

G Companies Construction Inc., P.O. Box 2990, Newport Beach, CA 92658, was the contractor and person in charge of said work of improvement as a whole, which said work of improvement was made with the knowledge of and pursuant to the authority of the owners.

DATED: November 13 2007

AMPAM PARKS MECHANICAL, INC.

BY:

JAMES WRIGHT, Controller/CFO

MECHANIC'S LIEN

APN: 949-100-038 & 949-100-055

Page 2 of 3

VERIFICATION

I, the undersigned, say I am the Controller and Chief Financial Officer of the claimant of the foregoing Mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed on November 19, 2007, at Long Beach, California.

AMPAM PARKS MECHANICAL, INC.

By:

JAMES WRIGHT, Controller, CFO

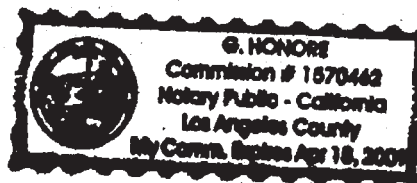
ACKNOWLEDGMENT

State of California)
) ss.
County of Los Angeles)

On November 19, 2007, before me, G. Honore, a notary public in and for the State of California, personally appeared JAMES WRIGHT, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon the behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

G. Honore
Signature of Notary



MECHANIC'S LIEN

APN: 949-100-038 & 949-100-055

Page 3 of 3.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcels 13 through 16, inclusive of Parcel Map No. 31093, in the City of Murrieta, County of Riverside, State of California, as shown by Map on file in Book 208, Pages 68 through 72 inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

Except one-half of all mineral rights as reserved to Raleigh Brown and Adele Brown, Husband and Wife by Deed recorded March 20, 1950, in Book 1157, Page 220 of Official Records, Riverside County Records.

VERIFICATION

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

I have read the foregoing COMPLAINT FOR DAMAGES FOR BREACH OF
CONTRACT, FORECLOSURE OF MECHANIC'S LIEN and UNJUST ENRICHMENT and know
its contents.

I am the Controller and Chief Financial Officer of AMPAM PARKS MECHANICAL,
INC. a party to this action, and am authorized to make this verification for and on its behalf, and I
make this verification for that reason. I have read the foregoing document and know its contents.
I am informed and believe and on that ground allege that the matters stated in it are true except as
to those matters which are therein stated upon my information or belief, and as to those matters, I
believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this
Verification is executed on FEB 14, 2008 at Wilmington, California.


JAMES WRIGHT

EXHIBIT 4

1 WILLIAM J. SULENTOR, State Bar No. 54655
2 MARIA M. ROHAIDY, State Bar No. 143713
3 MATTHEW D. FISCHER, State Bar No. 238533
4 TAUBMAN, SIMPSON, YOUNG & SULENTOR
5 A Professional Corporation
6 One World Trade Center, Suite 400
7 P.O. Box 22670
8 Long Beach, California 90801-5670
9 (562) 436-9201; Fax (562) 590-9695

6 Attorneys for Plaintiff, AMPAM PARKS MECHANICAL, INC.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 11 2008

N. Tavaglione

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

AMPAM PARKS MECHANICAL, INC.,

Plaintiff,

vs.

G COMPANIES CONSTRUCTION, INC.,
a California corporation; MURRIETA
VILLAGEWALK L.P., a California Limited
Partnership; MURRIETA VILLAGE
WALK LLC, a California Limited Liability
Company; BANK OF THE WEST, a
California corporation; and, DOES 1 - 200,
inclusive,

Defendants.

Case No. RIC493357

[Consolidated with Lead Case #RIC4909841]

[Assigned for All Purposes to: Sharon J. Waters;
Dept. 10]

FIRST AMENDED COMPLAINT FOR:

1. BREACH OF CONTRACT;
2. FORECLOSURE OF MECHANIC'S LIEN;
3. UNJUST ENRICHMENT; and,
4. ENFORCEMENT OF STOP NOTICE

Plaintiff alleges:

GENERAL ALLEGATIONS

1. AMPAM PARKS MECHANICAL, INC. ("Plaintiff") is, and at all times herein mentioned was, a corporation, organized and existing under and by virtue of the laws of the State of Delaware, and was at all times in this complaint mentioned, and is now, doing business in the State of California pursuant to and as authorized by the laws of the State of California.

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1 2. Plaintiff is now, and at all times herein mentioned was, a contractor duly licensed as
2 such under the laws of the State of California at the times each of the acts hereinafter mentioned was
3 performed.

4 3. Plaintiff is informed and believes, and based thereon alleges, that defendant, G
5 COMPANIES CONSTRUCTION, INC. ("G COMPANIES"), is, and at all relevant times was, a
6 corporation organized and existing under the laws of the State of California.

7 4. Plaintiff is informed and believes and thereon alleges that defendant, MURRIETA
8 VILLAGEWALK L.P. is and at all times herein mentioned was, a limited partnership organized and
9 existing under the laws of the State of California, and the owner of that certain real property situated
10 in Riverside, California, described as set forth on Exhibit "1" attached hereto and incorporated herein
11 by reference (the "Property") and defendant, MURRIETA VILLAGE WALK LLC, was at all times
12 herein mentioned a limited liability company, General Partner of MURRIETA VILLAGEWALK
13 L.P. and legally responsible for its acts. MURRIETA VILLAGEWALK L.P. and MURRIETA
14 VILLAGEWALK LLC shall hereinafter collectively be referred to as "MURRIETA."

15 5. Plaintiff is informed and believes and thereon alleges that defendant, BANK OF THE
16 WEST, is and at all of the times in this complaint mentioned, and now is, a corporation organized
17 and existing under the laws of the State of California.

18 6. Defendants DOES 1 through 200 inclusive, are sued herein under fictitious names.
19 Their true names and capacities are unknown to plaintiff. When the true names and capacities are
20 ascertained, plaintiff will amend this complaint by inserting their true names and capacities herein.
21 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants
22 claims an interest or estate in the real property herein mentioned.

23 7. Plaintiff is informed and believes, and based thereon alleges, that defendants G
24 COMPANIES, MURRIETA, BANK OF THE WEST, and DOES 1 through 100 were the owners
25 or reputed owners of that certain real property situated in Riverside County, California, generally
26 described as set forth in Exhibit "1" attached hereto (the "Property") and the obligations and causes
27 of action referred to herein arose in the County of Riverside, State of California.

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1 8. Plaintiff is informed and believes and thereon alleges that defendants, BANK OF
2 THE WEST and DOES 101 through 200, claim liens on the Property.

3 9. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times
4 certain of the defendants, including the DOE defendants, were acting as the partners, agents,
5 servants, employees, alter egos, successors or predecessors in interest, or contractors of other
6 defendants, and were acting within the course and scope of such relationship with the knowledge,
7 express or implied, of each other named defendant.

8 10. By commencement of this action, plaintiff does not intend to waive any right of
9 arbitration it may have pursuant to the written agreement it entered into with certain defendants
10 herein.

11
12 **FIRST CAUSE OF ACTION**

13 **(Breach of Contract Against Defendants, G Companies and Does 1 - 200)**

14 11. Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1
15 through 10, inclusive, above.

16 12. Plaintiff is informed and believes and thereon alleges that on or about May 22, 2006,
17 defendant, G COMPANIES, entered into a contract with plaintiff whereby plaintiff would supply
18 goods and services to the Property and defendant, G COMPANIES, agreed to purchase and pay for
19 said goods and plumbing services. A true and correct copy of the agreement is attached hereto as
20 Exhibit "2".

21 13. By the terms of the contract between plaintiff and defendant, G COMPANIES, agreed
22 to pay \$3,225,046.97 upon plaintiff furnishing certain plumbing services and materials.

23 14. Thereafter, and from time to time during the course of construction, said defendants and
24 DOES 1-200 required plaintiff to depart in many respects from the plans and specifications contained
25 in the original written agreement, and defendant ordered various changes therein and additions
26 thereto as approved on February 23, 2007, March 12, 2007, June 4, 2007, July 11, 2007, September
27 1, 2007, November 1, 2007, and November 1, 2007 which required extra labor and materials to be
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1 furnished by plaintiff, and which were actually used in the construction of said Property, whereby
2 the cost of said Property increased. All of said extra and additional work and materials were
3 furnished and supplied by the plaintiff at the special instance and request of defendants. In each
4 instance, before plaintiff furnished said additional and extra work and materials in connection with
5 said construction, it was agreed by and between plaintiff and defendants that defendants would
6 reimburse and pay plaintiff for the cost of the additional work and materials. The additional work
7 and materials furnished by plaintiff was actually used in said Property, and was approved by
8 defendants. True and correct copies of the change orders are attached hereto, marked Exhibit 3, and
9 incorporated herein by reference.

10 15. Plaintiff has duly performed all conditions of said contract on its part to be performed.

11 16. The agreed price and reasonable value of the services performed by plaintiff for said
12 defendants and the labor and material furnished by plaintiff to said defendants was and is the
13 aforesaid amount of the contract and change orders, the agreed upon price. Pursuant to the contract
14 and change orders, there is now due and owing to plaintiff, the sum of \$533,493.79, in lawful money
15 of the United States, after deducting all just amounts paid by defendants to plaintiff.

16 17. The materials and services were received and accepted by defendants, G
17 COMPANIES and Does 1-200, in accordance with the terms of the contract. Notwithstanding
18 plaintiff's performance of all conditions precedent on its part, defendant, G COMPANIES, has
19 breached the contract in that they have failed to pay the amount due plaintiff, leaving a balance due
20 of \$533,493.79.

21 18. The contract between plaintiff and defendant, G COMPANIES, provides that in the
22 event legal action is required to enforce the provisions thereof, plaintiff shall be entitled to recover
23 its attorney's fees and costs. Plaintiff has retained the law firm of Taubman, Simpson, Young &
24 Sulentor to enforce the contract and has become obligated to pay attorney's fees. The exact amount
25 of such fees is presently unknown, but plaintiff requests an award of attorney's fees in an amount
26 according to proof.

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1 19. Additionally, plaintiff is entitled to prejudgment interest at the legal rate until the date
2 of entry of judgment.

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4 **SECOND CAUSE OF ACTION**

5 **(Foreclosure of Mechanic's Lien - Against all Defendants)**

6 20. Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1
7 through 19, inclusive, above.

8 21. Within twenty days after delivering materials and providing services to the Property,
9 plaintiff served a 20-Day Notice (a true and correct copy of which is attached hereto as Exhibit "4")
10 on defendants pursuant to Civil Code Section 3097.

11 22. After furnishing materials and services to the Property, plaintiff timely filed and
12 recorded on November 28, 2007, as Instrument No. 2007-0717363 of the Official Records of
13 Riverside County, California, its claim of lien duly verified by the oath of James Wright, plaintiff's
14 Chief Financial Officer, a true and correct copy of which is attached hereto as Exhibit "5".

15 23. In its claim of lien plaintiff claimed a mechanic's lien on the Property for the amount
16 due at that time under its contract with defendants, G COMPANIES and MURRIETA which amount
17 is the reasonable value of the materials and services plaintiff furnished. Plaintiff has further incurred
18 indebtedness in the sum of \$13.00, the necessary costs of recording the claim of lien.

19 24. Defendants, DOES 1-200, and each of them, have or claim to have some right, title,
20 or interest in the Property, the exact nature of which claims is unknown to plaintiff, but which
21 plaintiff believes said claims are subject and subordinate to the claim of lien of plaintiff.

22
23 **THIRD CAUSE OF ACTION**

24 **(Unjust Enrichment -Against Defendants, G Companies and Does 1 - 200)**

25 25. Plaintiff hereby refers to and incorporates by reference each and every allegation
26 contained in Paragraphs 1 through 24, inclusive, above.

27 26. Defendants, and each of them, have received the benefit of plaintiff's materials and
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1 services which plaintiff furnished to the Property.

2 27. In furnishing said materials, plaintiff was not acting as a volunteer, and defendants,
3 and each of them, accepted the benefits of that which plaintiff has furnished without paying
4 therefore.

5 28. Said defendants have been unjustly enriched and further, it would be inequitable for
6 said defendants to be allowed to retain the benefits of plaintiff's materials and services without being
7 ordered to pay the reasonable value of said materials and services, to wit, the sum of \$533,493.79,
8 together with interest and costs according to proof at trial.

9 29. The contract between plaintiff and defendant, G COMPANIES, provides that in the
10 event legal action is required to enforce the provisions thereof, plaintiff shall be entitled to recover
11 its attorney's fees and costs. Plaintiff has retained the law firm of Taubman, Simpson, Young &
12 Sulentor to enforce the contract and has become obligated to pay attorney's fees. The exact amount
13 of such fees is presently unknown, but plaintiff requests an award of attorney's fees in an amount
14 according to proof.

15 30. Additionally, plaintiff is entitled to prejudgment interest at the legal rate until the date
16 of entry of judgment.

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18 **FOURTH CAUSE OF ACTION**

19 **(Enforcement of Stop Notice - Against All Defendants)**

20 31. Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1 through
21 30, inclusive, above.

22 32. BANK OF THE WEST is the lender and holder of certain loan funds or proceeds
23 allocated for the project. On August 28, 2008, Plaintiff filed with BANK OF THE WEST its stop
24 notice and verified statement of its claim, together with a good and sufficient bond pursuant to Civ.
25 Code, § 3083. A copy of the stop notice and bond are attached to this complaint as Exhibit "6" and
26 incorporated by this reference. To secure the bond, Plaintiff incurred costs in the amount of
27 \$8,814.00.

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