



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) 975-0617  
 Fax: (949) 975-0625

Project: 453-000-00  
 MURRIETA 453/VILLAGE WALK  
 24415 VILLAGE WALK PLACE  
 MURRIETA, CA 92562

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: 12/24/07

INTERNAL APPROVAL:

CON SUPERINTENDENT [Signature]

LOUIS MARANO [Signature]

[Signature]

**EXHIBIT 4**

CA525628

### 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

**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.

**EXHIBIT 5**

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 AMPAMPARKSMECHANICAL, 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

AMPAMPARKSMECHANICAL, INC.

BY:

JAMES WRIGHT, Controller/CFO



**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.**

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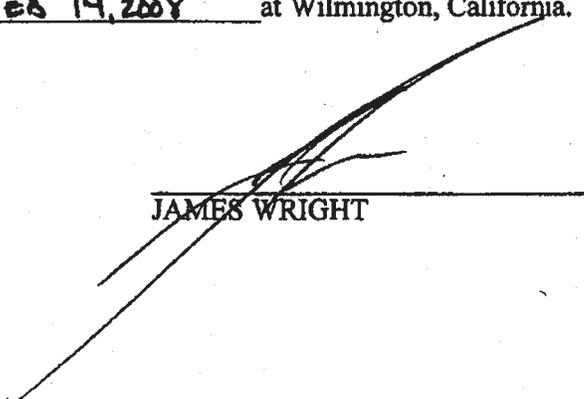
VERIFICATION

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  
 One World Trade Center, Suite 400  
 P.O. Box 22670  
 Long Beach, California 90801-5670  
 (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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 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 FOR THE COUNTY OF RIVERSIDE

10  
 11 AMPAM PARKS MECHANICAL, INC.,

12 Plaintiff,

13 vs.

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

19 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

20  
 21 Plaintiff alleges:

22 GENERAL ALLEGATIONS

23 1. AMPAM PARKS MECHANICAL, INC. ("Plaintiff") is, and at all times herein  
 24 mentioned was, a corporation, organized and existing under and by virtue of the laws of the State  
 25 of Delaware, and was at all times in this complaint mentioned, and is now, doing business in the  
 26 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.

3  
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.

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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.

17  
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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