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30 (Circuit Citis 10 (1201)					
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	PROOF OF CLAIM				
Name of Debtor JAMES C GIANULIAS	Case Number 8 08-BK-13150 RK				
NOTE This form should not be used to make a claim for an administrative expense ansing after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U S C § 503					
Name of Creditor (the person or other entity to whom the debtor owes money or property) CAPITAL DRYWALL, LP	☐ Check this box to indicate that this claim amends a previously filed claim				
Name and address where notices should be sent C/O MARC S HINES ESQ , HINES SMITH CARDER LEASURE, 3080 Bristol Street, Suite \$40, Costa Mesa, California 92626 FILED	Court Claim Number (If known)				
Telephone number (714) 513-1122 Name and address where payment should be sent (if different from above)	☐ Check this box if you are aware that				
CLERK US BANKRUPTC / COL 1 CENTRAL DISTRICT OF CALIF	anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars				
Telephone number	 Check this box if you are the debtor or trustee in this case 				
1 Amount of Claim as of Date Case Filed \$ 1,243 750 63 If all or part of your claim is secured, complete item 4 below however if all of your claim is unsecured do not complete item 4 If all or part of your claim is entitled to priority complete item 5	5 Amount of Claim Entitled to Priority under 11 U S C §507(a) If any portion of your claim falls in one of the following categories check the box and state the amount				
□ Check this box if claim includes interest or other charges in addition to the principal amount of claim	Specify the priority of the claim				
Attach itemized statement of interest or charges 2 Basis for Claim Services performed	☐ Domestic support obligations under 11 USC §507(a)(1)(A) or (a)(1)(B)				
(See instruction #2 on reverse side) 3 Last four digits of any number by which creditor identifies debtor 3a Debtor may have scheduled account as (See instruction #3a on reverse side)	☐ Wages salaries or commissions (up to \$10 950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier — 11 U S C §507 (a)(4)				
Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	☐ Contributions to an employee benefit plan ~ 11 U S C §507 (a)(5)				
Nature of property or right of setoff* Real Estate Motor Vehicle Other Other Value of Property \$ Annual Interest Rate%	Up to \$2 425* of deposits toward purchase lease, or rental of property or services for personal family or household use - 11 USC §507 (a)(7)				
Amount of arrearage and other charges as of time case filed included in secured claim, If any \$	☐ Taxes or penalties owed to governmental units – 11 USC §507 (a)(8)				
6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim	☐ Other – Specify applicable paragraph of 11 U S C §507 (a)()				
7 Documents Attach redacted copies of any documents that support the claim such as promissory notes purchase orders invoices itemized statements or running accounts contracts judgments mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)	Amount entitled to priority \$ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with				
DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING	respect to cases commenced on or after the date of adjustment				
If the documents are not available please explain					
Signature The person filing this claim must sign it Sign and print name and title if any of the creditor or other person authorized to file this claim and state address and telephone number different from the notice address above. Attach copy of power of attorney if any 1341 W Arrow Hussian Dimassica 91773 Frank Scape Puscopy (18): 909-599-6789					
Frank San 27 Puestoon -101. 909-599-10729					
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SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE

FEB 20 2008

NONE

NONE

Attorneys for Plaintiff
CAPITAL DRYWALL, LP

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

CASE NO. RIC 493329 CAPITAL DRYWALL, LP, a California Limited Partnership, Plaintiff, (Assigned for All Purposes to VS. **COMPLAINT OF PLAINTIFF CAPITAL DRYWALL, LP FOR:** G COMPANIES CONSTRUCTION, INC, a California corporation, **Breach of Written Contract;** 1. MURRIETA VILLAGE WALK, LP, an 2 Quantum Merit; entity, form unknown, JAMES CHRIS 3. **Account Stated:** GIANULIAS, an individual, DAVID D 4 Open Book Account; GIANULIAS, an individual, DAVID 5. Foreclosure of Mechanic's Lien, LETTERIE MAFFEI, an individual, 6 **Enforcement of Bonded Stop** BANK OF THE WEST, a California Notice: corporation, and DOES 1 through 30, 7. Conversion; and Inclusive. 8. Misappropriation of Construction Funds **Defendants** ACTION FILED: DISCOVERY CUT-OFF: NONE

Plaintiff, CAPITAL DRYWALL, LP, a California Limited Partnership
(hereinafter 'Plaintiff'') alleges the following against Defendants, G COMPANIES
CONSTRUCTION, INC, a California corporation ('G COMPANIES'), MURRIETA
VILLAGE WALK, LP, an entity, form unknown ("MURRIETA"), JAMES CHRIS

MOTION CUT-OFF

TRIAL DATE:

WEST"), and Does 1 through 30, inclusive, and each of them PARTIES AND VENUE

Plaintiff is a California Limited Partnership engaged, generally, as a subcontractor in the trade of drywall at residential construction within the State of California, and at the time of entering into the subcontract agreement with Defendant G COMPANIES, which is the subject of this Complaint, and at all relevant times, was properly registered with and performing business in the State of California, with a principle place of business located at 1341 W Arrow Highway, San Dimas, California At all relevant times, Plaintiff was also properly licensed by the California State Contractor's Board and possessed the requisite classifications to engage in the drywall trade

- 2 Plaintiff is informed and believes, and based thereon alleges, that
 Defendant G COMPANIES is, and at all times mentioned herein was, a California
 corporation, conducting business within the County of Riverside, State of California, with
 a principal address at 1105 Quail Street, Newport Beach, California 92660, and is
 engaged, generally, in the business of acting as a general contractor or builder on
 residential construction projects located within the State of California
- Plaintiff is informed and believes, and based thereon alleges, that

 Defendant MURRIETA is, and at all times mentioned herein was, an entity, form

 unknown, and conducting business within the County of Riverside, State of California,

 with a principal address at 1105 Quail Street, Newport Beach, California 92660
- 4 Plaintiff is informed and believes, and based thereon alleges, that
 Defendant JAMES GIANULIAS, an individual, is, and at all times mentioned herein
 was, a controlling shareholder of Defendant G COMPANIES, responsible in some
 manner for the control of its business operations and decisions

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- Plaintiff is informed and believes, and based thereon alleges, that
 Defendant DAVID GIANULIAS, an individual, is, and at all times mentioned herein
 was, a controlling shareholder of Defendant G COMPANIES, responsible in some
 manner for the control of its business operations and decisions
- Plaintiff is informed and believes, and based thereon alleges, that
 Defendant MAFFEI, an individual, is, and at all times mentioned herein was, a
 controlling shareholder of Defendant G COMPANIES, responsible in some manner for
 the control of its business operations and decisions
- Plaintiff is informed and believes, and based thereon alleges, that

 Defendant BANK OF THE WEST is, and at all times mentioned herein was, a California corporation, conducting business within the County of Riverside, State of California, with a principal address at 3000 Oak Road, Suite 400, Walnut Creek, California 94597
- Venue for this matter is proper in the above-entitled County and Court because the real properties which are the subject of this action are located in the City of Murrieta, County of Riverside, for a project known as the Murrieta 453/Village Walk
- Plaintiff is ignorant of the true names, capacities and basis for liability of Defendants DOES 1 through 30, inclusive, whether individual, corporate, associate, member or otherwise and therefore sues said defendants by their fictitious names Plaintiff is informed and believes and based thereon alleges that DOES 1 through 30, and each of them, are in some manner liable to Plaintiff, were and are legally responsible for the damages or losses suffered by Plaintiff, or have, or claim to have, some right, title or interest in the money Plaintiff alleges is due Plaintiff, the exact nature of which claims is unknown to Plaintiff, but which claims are subject and subordinate to the claim of Plaintiff Plaintiff will amend this Complaint to allege their true names, capacities and basis for liability when the same has been ascertained
- Plaintiff alleges on information and belief that, at all times mentioned herein, Defendants, and each of them, including those fictitiously named, were acting on their own behalf and also as the agent, servant, employee, representative, partner,

member or joint venturer, of each other and in doing the things alleged herein, acted within the purpose, scope and authority of said agency, employment, representation, partnership, membership or venture, with the advance knowledge, consent, approval and ratification of the remaining defendants, and each of them

GENERAL ALLEGATIONS

- Plaintiff is informed and believes, and thereupon alleges, that Defendants G COMPANIES and DOES 1 through 10 acted as the general contractor/builder of a project known as Murrieta 453/Village Walk, located at 24415 Village Walk Place in the City of Murrieta, County of Riverside, (hereinafter as `Subject Work of Improvement `), which is the subject of the within Action
- November 15, 2005, Plaintiff entered into a contract with Defendant G COMPANIES (hereinafter as "Subcontract"), whereby Plaintiff agreed to perform construction improvements at certain portions of the Subject Work of Improvement, including supply and installation of drywall, and to furnish and provide all of the labor and materials therefor, including tools, implements and appliances to be used in said Subject Work of Improvement, in accordance with certain plans and specifications, for Defendant G COMPANIES and, in exchange, Defendant G COMPANIES agreed to pay Plaintiff \$2,845,492,00, plus approved extras. A true and correct copy of the Subject Subcontract is attached hereto as Exhibit 'A", and is incorporated herein by this reference as though fully set forth at length
- Plaintiff is informed and believes, and thereupon alleges, that Defendants JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 11 through 20, Inclusive, are, and at all relevant times were, the controlling shareholder(s) and/or owner(s) of Defendant G COMPANIES, responsible for its business operations and decisions, including disbursement of funds obtained via the construction loan for the Subject Work of Improvement and payment of the subcontractors providing labor, materials and services to the Subject Work of Improvement

- Plaintiff is informed and believes, and thereupon alleges, that Defendant MURRIETA and/or Defendants DOES 21 through DOE 30, Inclusive, are, and at all relevant times were, the owner(s) or reputed owner(s) of the Subject Work of Improvement and/or of an interest in the subject real properties on which the Subject Work of Improvement was constructed
- Plaintiff is informed and believes, and thereupon alleges, that Defendant BANK OF THE WEST was the construction lender on the Subject Work of Improvement and, on or about February 7, 2008, was holding or controlling funds from which to pay costs due or to become due to Defendant G COMPANIES and/or DOES 1 through 30 on the Subject Work of Improvement in a sum unknown to Plaintiff but known to Defendants
- Beginning on or about November 18, 2005, pursuant to the Subcontract and at the instance and request of Defendants and/or their agents, and each of them, Plaintiff furnished supervision, labor, materials, services, tools and equipment, or a combination thereof, that were used at the Subject Work of Improvement and performed all work required of it under the Subject Subcontract for which Plaintiff was subsequently paid a portion of those sums due it under the Subcontract by Defendant G COMPANIES
- Plaintiff performed all things necessary and required of it under the Subcontract, except to the extent that Plaintiff was prevented or excused from such performance by the breaches of Defendants, and each of them, as alleged below
- Plaintiff is informed and believes, and based thereon alleges, that
 Defendant G COMPANIES was defectively formed, improperly operated, and/or
 inadequately capitalized for the business purpose for which it was created, including,
 without limitation, construction of the Subject Work of Improvement and for the
 liabilities it expected to incur during construction of the Subject Work of Improvement,
 including, without limitation, payment of its subcontractors for work performed. Plaintiff
 is further informed and believes, and based thereon alleges, that Defendants JAMES
 GIANULIAS DAVID GIANULIAS, MAFFEI and DOES 1 through 30, inclusive, failed

to respect the separate nature and form of the corporation, failed to comply with corporate formalities, failed to adequately capitalize the business, misappropriated and or converted assets of the corporation, including funds from the construction loan for the Work of Improvement, diverted construction funds to unauthorized and improper uses, and so dominated and controlled the business, operations and affairs of Defendant G COMPANIES that the separate identities between the entity and these Defendants ceased to exist and the company became and was utilized as the alter ego and personal instrumentality of said Defendants

- Defendants JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, inclusive, managed and manipulated Defendant G COMPANIES for the sole purpose of raising capital to convert to their personal use and benefit or to other unauthorized and improper uses other than the Subject Work of Improvement. If this Court were to continue to respect the separate and distinct identity Defendant G COMPANIES, it would result in a fraud as to Plaintiff and to the other subcontractors to whom money is owed by Defendant G COMPANIES for work performed at the Work of Improvement, and a severe inequity and injustice would result. Rather Defendants JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, inclusive, should each, individually, be held liable and accountable for the debts, liabilities, damages and obligations of Defendant G COMPANIES resulting from their continued mismanagement and manipulation of the entity
- Specifically, Plaintiff entered into the Subject Subcontract to provide services, labor supervision, equipment, permits, licenses, insurance, transportation, supplies, and materials at the Subject Work of Improvement in reliance upon and in exchange for payment by Defendant G COMPANIES Plaintiff is informed and believes, and based thereon alleges, that a construction loan was issued to Defendant G COMPANIES for the purpose of financing the construction of the Subject Work of Improvement, including, without limitation, payment of subcontractors performing work

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- However, Plaintiff is informed and believes, and based thereon alleges, that Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, and each of them, diverted and used the construction funds for purposes other than payment of the outstanding amount owed to Plaintiff for the services, labor, supervision, equipment, permits, licenses, insurance, transportation, supplies, and materials Plaintiff provided at the Subject Work of Improvement and to other unauthorized and improper purposes
- The interference by Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30 of Plaintiff's right to possession of its portion of the construction funds for payment for work performed by it was done knowingly, intentionally, maliciously and/or oppressively, with the intent to cause harm and which did cause Plaintiff harm in that Plaintiff has yet to be paid in full for the value of the services, labor, supervision, equipment, permits, licenses, insurance, transportation, supplies, and materials furnished and performed by Plaintiff at the Subject Work of Improvement

FIRST CAUSE OF ACTION

(For Damages for Breach of Contract Against Defendants G COMPANIES,

JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30,

Inclusive)

- Plaintiff realleges and incorporates herein by reference each and every allegation contained in the above paragraphs as though fully set forth herein
- Plaintiff is informed and believes, and thereupon alleges, that Defendants, and each of them, materially breached the terms of the Subcontract by failing to pay Plaintiff for its performance under the Subcontract and any addenda thereto. As of the date of the filing of the within Action, Plaintiff was owed an unpaid balance of

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\$1 661,723 13 for its performance under the Subcontract, which performance was at the request and on behalf of Defendants, and each of them

- 25 Plaintiff has performed all terms, covenants and conditions required by and on its part to be performed under the terms of the Subject Subcontract, except to the extent that Plaintiff was prevented or excused from such performance by the breach of Defendants, and each of them, as alleged herein
- 26 Plaintiff has made numerous demands upon Defendants, and each of them, for payment of the sum due it but Defendants, and each of them, have refused to honor said demands
- As a direct and proximate result of the material breach of the Subject Subcontract by Defendants, and each of them, Plaintiff has been damaged in the sum of \$1,661,723 13 outstanding on the Subcontract and any addenda thereto, plus interest at the legal rate and in such additional sums as will be proven at trial

SECOND CAUSE OF ACTION

(For Quantum Merit Against Defendants G COMPANIES, MURRIETA, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

- 28 Plaintiff realleges and incorporates herein by reference each and every allegation contained in the above paragraphs as though fully set forth herein
- Plaintiff is informed and believes, and thereupon alleges, that within the past year, Defendants, and each of them, became indebted to Plaintiff in the sum of \$1,661,723 13, for labor and materials provided by Plaintiff at their special insistence and request and for which they agreed to pay Plaintiff. As of the date of the filing of this Complaint, there is an unpaid balance due and owing Plaintiff in the amount of \$1,661,723 13 by Defendants, and each of them

THIRD CAUSE OF ACTION

(For Account Stated Against Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

30 Plaintiff realleges and incorporates herein by reference each and every allegation contained in the above paragraphs as though fully set forth herein

- Plaintiff is informed and believes, and thereupon alleges, that within the past year, an account was stated in writing by and between Plaintiff and Defendants, and each of them, wherein Defendants, and each of them, became indebted to Plaintiff in the sum of \$1 661,723 13, for labor and materials provided to Defendants, and each of them, at their special insistence and request at the Subject Work of Improvement
- As of the date of the filing of this Complaint, there is an unpaid balance due and owing from Defendants, and each of them, to Plaintiff in the principal sum of \$1,661,723 13

FOURTH CAUSE OF ACTION

(For Open Book Account Against Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

- Plaintiff realleges and incorporates herein by reference each and every allegation contained in the above paragraphs as though fully set forth herein
- Plaintiff is informed and believes, and thereupon alleges, that within the past year, Defendants, and each of them, became indebted to Plaintiff on an open book account for money due in the sum of \$1,661,723 13, for labor and materials provided by Plaintiff to Defendants, and each of them, at their special insistence and request, at the Subject Work of Improvement, and for which Defendants, and each of them, agreed to pay
- As of the date of the filing of this Complaint, there is an unpaid balance due and owing from Defendants, and each of them, to Plaintiff in the sum of \$1,661,723 13
- Plaintiff is informed and believes, and thereupon alleges, that Plaintiff has been required to retain counsel to prosecute this action and is therefore entitled to attorneys' fees and costs pursuant to *Cal Civ Code* Section 1717 5

FIFTH CAUSE OF ACTION

(For Foreclosure of Mechanic's Lien Against Defendants G COMPANIES,

- Plaintiff realleges and incorporates herein by reference each and every allegation contained in the above paragraphs as though fully set forth herein
- Beginning on or about November 18, 2005, Plaintiff furnished and delivered to Defendants at their special insistence and request, certain labor and materials, to wit, installation of drywall work at the Work of Improvement, and, specifically, at the Murrieta 453/Village Walk Project the agreed price and reasonable value of said labor and materials performed to date was and is the sum of \$2,845,492 00, plus approved extras, and, there is now due and owing to Plaintiff, for or on account thereof, the sum of \$1,661,723 13, in lawful money of the United States
- Plaintiff is informed and believes, and thereupon alleges, that Plaintiff's Scope of Work is necessary and required for the convenient use and occupation of the whole of the land defined above as the Work of Improvement
- Plaintiff is informed and believes, and thereupon alleges, that Defendants G COMPANIES MURRIETA, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive, have received full value and consideration for the labor, services and materials Plaintiff provided to and on behalf of Defendants G COMPANIES MURRIETA, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive, used and consumed in Plaintiff's performance and its work, and now enjoy the benefits and value of said labor, services and materials so furnished and used, to wit, drywall work at the Work of Improvement
- On or about January 15, 2008, Plaintiff duly filed and recorded, as
 Instrument No 2008-0022501, in the Office of the County Recorder of the County of
 Riverside, State of California, the same being the county in which the Work of
 Improvement is located, a Mechanic's Lien duly verified by its own oath containing a
 statement of demand in the sum of \$1,661,723 13, the names of the owners of the Subject
 Work of Improvement, together with a general statement of the kind of labor and

Ninety (90) days have not elapsed or expired since the filing of the Mechanic's Lien

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- Plaintiff is informed and believes, and thereupon alleges, that prior to the filing of Plaintiff's Mechanic's Lien, a Notice of Completion of the Work of Improvement has not been filed nor recorded in the Office of the County Recorder of the County of Riverside
- Plaintiff has paid a necessary charge and expense for recording said Mechanic s' Lien in the sum of \$12 00 which has not been repaid to Plaintiff
- 45 Plaintiff is informed and believes, and thereupon alleges, that all of the Defendants set forth above have or claim to have some right, title or interest in the Work of Improvement, the exact nature of which are unknown to Plaintiff at this time but which claims are subject and subordinate to the claim of lien of Plaintiff herein

SIXTH CAUSE OF ACTION

(For Enforcement of Bonded Stop Notice Against Defendant BANK OF THE WEST)

- Plaintiff realleges and incorporates herein by reference each and every allegation contained in the above paragraphs as though fully set forth herein.
- Plaintiff is informed and believes, and thereupon alleges, that Defendant BANK OF THE WEST was the construction lender on the Work of Improvement and, on or about February 7, 2008, was holding or controlling funds from which to pay costs due or to become due to Defendant G COMPANIES on the Work of Improvement in a sum unknown to Plaintiff but known to Defendants

SEVENTH CAUSE OF ACTION

(For Conversion Against Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

- 49 Plaintiff realleges and incorporates herein by reference each and every allegation contained in the above paragraphs as though fully set forth herein
- Plaintiff has a right to possession of a portion of the construction funds in the amount of \$1,661,723 13 for the services, labor, supervision, equipment, permits licenses, insurance, transportation, supplies, and materials furnished and performed by Plaintiff to Defendants pursuant to the terms of the Subcontract, and which Defendants agreed to pay
- Defendants, and each of them, interfered with Plaintiff's right to possession of this property by failing to pay to Plaintiff the amount of \$1,661,723 13 owed pursuant to the terms of the Subcontract
- Defendants' interference of Plaintiff's right to possession of this property was knowing and/or intentional which caused Plaintiff harm in that Plaintiff is yet to be paid fully for the services, labor, supervision, equipment, permits, licenses, insurance, transportation, supplies, and materials furnished and performed by Plaintiff at the Work of Improvement

In addition, for the foregoing reasons, a constructive trust should be imposed upon the property Defendants wrongfully hold, including the diverted, misappropriated and converted construction funds in the amount of \$1,661,723 13, plus interest at the legal rate of ten percent (10%) in favor of Plaintiff

EIGHTH CAUSE OF ACTION

(For Misappropriation of Construction Funds Against Defendants G COMPANIES,

JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30,

Inclusive)

- Plaintiff realleges and incorporates herein by reference each and every allegation contained in the above paragraphs as though fully set forth herein
- Defendants, and each of them, obtained a loan for the purpose of funding the construction of the Subject Work of Improvement Plaintiff entered into the Subject Subcontract to provide services, labor, supervision equipment, permits, licenses, insurance, transportation, supplies, and materials at the Subject Work of Improvement in reliance upon and in exchange for payment of its costs as agreed in the Subject Subcontract Plaintiff is informed and believes, and based thereon alleges, that Plaintiff was to be paid out of the construction loan obtained by Defendants, and each of them
- Plaintiff is informed and believes, and based thereon alleges, that

 Defendants, and each of them, used the construction funds for purposes other than

 payment of the outstanding amount owed to Plaintiff for the services, labor, supervision,

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equipment, permits, licenses, insurance, transportation, supplies, and materials Plaintiff provided at the Work of Improvement. Due to this misappropriation of construction funds, Plaintiff sustained damages in the amount of \$1,661,723-13, for labor and materials provided by Plaintiff at Defendants' special insistence and request, and for which it has not been paid

PRAYER

WHEREFORE, Plaintiff prays for judgment against all Defendants, and each of them, as follows

ON THE FIRST CAUSE OF ACTION

(For Damages for Breach of Contract Against Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

(1) For compensatory damages in a principal amount of \$1,661,723 13, plus interest thereupon at the legal rate, according to proof,

ON THE SECOND CAUSE OF ACTION

(For Quantum Merit Against Defendants G COMPANIES, MURRIETA, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

(2) For compensatory damages in a principal amount of \$1,661,723 13, plus interest thereupon at the legal rate, according to proof,

ON THE THIRD CAUSE OF ACTION

(For Account Stated Against Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

(3) For compensatory damages in a principal amount of \$1,661,723 13, plus interest thereupon at the legal rate, according to proof,

ON THE FOURTH CAUSE OF ACTION

(For Open Book Account Against Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

(4) For compensatory damages in a principal amount of \$1,661,723 13 plus interest thereupon at the legal rate, according to proof,

(5) For attorneys' fees and costs pursuant to *California Civil Code* Section 1717 5.

ON THE FIFTH CAUSE OF ACTION

(For Foreclosure of Mechanic's Lien Against Defendants G COMPANIES,
MURRIETA, JAMES GIANULIAS, DAVID GIANULIAS, MAFFIE and DOES 1
through 30, Inclusive)

- (6) For compensatory damages in a principal amount of \$1,661,723 13,
- (7) For accrued interest thereupon at a rate of eighteen percent (18%), or the maximum available at law, per annum from on or about November 18, 2005,
- (8) For accrued interest thereupon at the rate of two percent (2%) per month, from on or about November 18, 2005, pursuant to *Cal Civ Code* Section 3260 and/or *Cal Bus and Prof Code* Section 7108 5,
- (9) That said amounts (as stated in Paragraphs 6 and 7 above) be adjudged to be a lien on the Work of Improvement and on all of the real property referenced in this Complaint, and that said real property be adjudged and decreed to be sold by the Sheriff of the County of Riverside, State of California according to the law and practice of this Court, and that the proceeds of said sale be applied to satisfy the costs of sale and the costs of these proceedings and Plaintiff's claim as aforesaid,
- (10) That the interest, estate or claim of all of the Defendants, and each of them, in, to or upon the Subject Work of Improvement and all of the real property referenced in this Complaint, and every part thereof, be adjudged and decreed to be subsequent and subject to Plaintiff's lien as aforesaid, and the equity of redemption of each and every said Defendant in or to said real property be forever barred and foreclosed,
- (11) That Plaintiff or any party to this action may become a purchaser at such sale, and that Plaintiff be granted such other, further or general relief as may be met and proper and according to equity, and
- (12) That if the proceeds of said sale be insufficient to satisfy the aforesaid sums due Plaintiff, that Plaintiff have judgment and execution against the Defendants, and each

of them, for any deficiency that may arise after the application of said proceeds,

ON THE SIXTH CAUSE OF ACTION

(For Enforcement of Bonded Stop Notice Against Defendant BANK OF THE WEST)

- (13) For compensatory damages in a principal amount of \$1,661,723 13, plus interest thereupon at the legal rate, according to proof,
- \$1 661.723 13, including the premium on the stop notice bond, together with costs incurred by Plaintiff in bringing this action, be decreed to be an equitable garnishment and lien on the funds that Defendant BANK OF THE WEST had in its possession at the time of service of the stop notice alleged in this complaint, and that a constructive trust be imposed on such funds for the benefit of Plaintiff, and that Plaintiff have judgment against this Defendant for the amount so adjudged. If it is determined that this Defendant improperly disbursed any part of such funds, and that there now are inadequate funds because of such disbursement to satisfy the claim of Plaintiff in full, that Plaintiff have a personal judgment against Defendant for the amount improperly disbursed
- (15) For reasonable attorneys' fees and costs, together with the costs of suit herein incurred,

ON THE SEVENTH CAUSE OF ACTION

(For Conversion Against Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

- (16) For compensatory damages in a principal amount of \$1,661,723 13, plus interest thereupon at the legal rate, according to proof,
- (17) Exemplary damages for the willful and malicious acts of Defendants, plus interest thereupon at the legal rate, according to proof,

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ON THE EIGHTH CAUSE OF ACTION

(For Misappropriation of Construction Funds Against Defendants G COMPANIES, JAMES GIANULIAS, DAVID GIANULIAS, MAFFEI and DOES 1 through 30, Inclusive)

- (18) For compensatory damages in a principal amount of \$1,661,723 13, plus interest thereupon at the legal rate according to proof,
- (19) Exemplary damages for the willful and malicious acts of Defendants, plus interest thereupon at the legal rate, according to proof,

ON ALL CAUSES OF ACTION

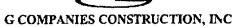
- (20) For damages in an amount to be proven at trial,
- (21) For costs of suit herein incurred, and
- (22) For any such other and further relief as this Court deems just and proper

DATED February 19, 2008

HINES SMITH CARDER

Marc S Hines, Esq
Michelle A Chiongson, Esq
Attorneys for Plaintiff
CAPITAL DRYWALL, LP

Exhibit "A"



1105 Quail Street Newport Beach CA 92660



ATTENTION ADDRESS PHONE	CAPITAL DRYWALL FRANK SCARDINO 1341 WEST ARROW HIGHWAY SAN DIMAS CA 91773 909 599-6729 909-599-5052		DATE PROJECT TRANSMITTAL NO	January 27 2006 MURRIETA 453/VILLAGE WALK 071
SUBJECT	EXECUTED CONTRACT			
SENT VIA	X US MAIL	OVERNIGHT		MESSENGER
	CERTIFIED MAIL	☐ HAND DELIVER		OTHER
COMMENTS	Enclosed please find your executed contract fo			
FOR YOUR	X REVIEW	☐ SIGNATURE		COMMENT
	☐ APPROVAL	FILE		OTHER
PHONE	Jennifer Grooms G Companies Construction, Inc 1105 Quail Street Newport Beach, CA 92660 (949) 955-3832			
FAX	(949) 752 7108			



11/2/05

THIS SUBCONTRACT, entered into this 18th day of November, 2005, by and between C Companies Construction Inc. 1105
Quail Street, Newport Beach, CA 92660, (949) 955-3238 Phone, (949) 752-7108 Fax, herein called the Contractor and Capital
Drywall 18th, 1341 West Arrow Highway, San Dimas, CA 91773 (909) 599-6729 Phone, (909) 599-5052 Fax, herein called the

'Subcontractor'

RECITAL

Contractor proposes to construct, develop and/or subdivide a tract of land (the Project) commonly known as Village Walk/Murrieta 453. County of Riverside. State of California (the Property"). The construction of the Project is to be in strict accordance with the provisions and requirements set forth in the plans, specifications, and any other document listed in Schedule B attached hereto, all of these documents are on file and available during business hours for inspection and review at Contractor's principal possible. Such documents are herein designated as the Contract Documents, and are incorporated herein by this reference. These Contract Documents are intended to complement and supplement each other, and work described in one document but not in another shall nonetheless be executed as if such were described in all documents. Inasmuch as various Contract Documents have been approved and comply with County. City and financial institution requirements, it is essential that Subcontractor proceed and perform his work in exact conformity with the applicable portions of the Contract Documents.

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS

- FINANCING CONDITION/TERMINATION FOR CONVENIENCE. This Subcontract is subject to and contingent upon the Project's Owner(s) obtaining sufficient construction loans from time to time for the Project. Contractor may at any time, and for any reason, including the Project's Owner(s) inability to obtain sufficient construction loans for the Project terminate the work and services of Subcontractor under this Subcontract for Contractor's convenience upon three (3) days written notice. Upon receipt of such notice. Subcontractor shall unless otherwise directed, immediately discontinue the work and the placing of orders for materials in connection with the performance of this Subcontract, and shall thereafter do only such work as may be necessary to preserve and protect the work in progress. Upon such termination, Subcontractor shall be entitled to compensation and payment (a) for the percentage of the work completed in conformity with the Subcontractor multiplied by the Contract Price and (b) other costs actually incurred by Subcontractor for the performance of termination related tasks as may be directed and approved by Contractor. There shall be adducted from such compensation the amount of any payments made to Subcontractor prior to the termination and any amounts chargeable to Subcontractor pursuant to any provision of the Subcontract. In the event of such termination and payment, Subcontractor shall not be entitled to any claim or claim of lien against Contractor or the Property for any additional compensation or damages.
- DOCUMENTS The Contract Documents describe the work to be performed by Subcontractor under this Subcontract and Subcontractor shall be bound to Contractor in the same manner and to the same extent as Contractor is bound to the Owner under the Contract Documents Subcontractor acknowledges that he has carefully examined and studied the Contract Documents in their entirety. Subcontractor further acknowledges that the work of the various subcontractors for the Project is interrelated, and Subcontractor fully understands the character of the work to be performed by nim under the Contract Documents. Subcontractor has investigated the site and is satisfied as to the conditions to be encountered during his operations. Subcontractor shall not in any respect rely upon any representations to him by any person on behalf of the Contractor, but shall rely solely upon his own investigations. Commencing work shall indicate acceptance of conditions and surfaces underlying or adjacent to work of this Agreement.
- WORK COVERED Subcontractor agrees to perform in good and workmanlike manner and to furnish to the Project all labor, materials (all materials shall be new unless otherwise specified by Contractor) supplies, equipment services, machinery, tools and other facilities of every description required for the prompt and efficient execution of the work (the Job) as outlined in Schedule A attached hereto. Subcontractor shall be obligated to perform the Job in strict compliance with the Contract Documents and the provisions of this Subcontract. It is agreed that all labor materials and equipment furnished by Subcontractor that are properly and necessarily required to perform and provide a complete Job shall be deemed to be included within the Contract Price, even though all items of labor materials and equipment may not specifically be mentioned in this Subcontract or the Contract Documents.
- CONTRACT PRICE For the strict (not substantial) performance by Subcontractor of all of its obligations hereunder Contractor shall pay to Subcontractor the sum of <u>TWO MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED NINETY TWO AND 00/100</u> Dollars (\$2,845,492.00) attached hereto subject to additions and deductions as provided in this Subcontract
- 5 PAYMENT SCHEDULE So long as Subcontractor is not in default under any of the provisions of this Subcontract periodic payments will be made for the work as it progresses in an amount equal to ninety percent (90%) of the value of the work and materials incorporated in the construction as estimated by the Contractor. The amount estimated will be determined by using unit price or prices specified in Schedule D attached hereto and shall be in accordance with the payment schedule set forth therein. With respect to the work covered by any request for a progress payment, Contractor shall not be obligated to make the progress payments to Subcontractor until Contractor has received.
- (a) Inspections and approvals of Subcontractor's work hereunder if required and available from City County and other public agencies
- (b) Waiver and lien releases, in a form satisfactory to Contractor from Subcontractor all sub-subcontractors laborers materialmen trust funds and other persons and entities who may be potential lien claimants against the Property, evidencing that all labor materials equipment, union benefits payroll taxes and other similar items furnished in connection with the performance of the work under this Subcontract have been paid

Contractor may deduct from any amounts due or to become due to Subcontractor any sum or sums owning by Subcontractor to Contractor under this Agreement on account of any other obligation, hability or contract unrelated to this Agreement and in the event of any breach by Subcontractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against Contractor or the construction site arising out of Subcontractor's performance of this Agreement. Contractor shall have the right, but is not required to retain out of any payments due or to become due to Subcontractor amount sufficient to completely protect Contractor from any and all loss damage or expense therefrom until the situation has been remedied or adjusted by Subcontractor to the satisfaction of Contractor. If Contractor exercises this right in good faith. Subcontractor shall not be entitled to any interest whatsoever on the money so retained regardless of the outcome of any subsequent claim resolution or litigation.



Any payments hereunder or advances made by Contractor prior to full con un and final acceptance of the Job shall not be construed as evious of acceptance of any of Subcontractor's work. Final acceptance is defined as all work that is accepted by both governing public agency(ies) and G Companies Construction. Inc.

if construction loan funds are deposited in a joint control account, Subcontractor agrees to accept payments from such account and any order given by Contractor to Subcontractor thereon shall be deemed payment on the part of Contractor and a release of Contractor in the amount of any such order. Contractor shall have the right to make direct payments to any of Subcontractor's laborers materialmen or sub subcontractors on behalf of and for the account of Subcontractor or by joint check to Subcontractor and any of them but Contractor has no obligation to do so

Contractor and Subcontractor understand and acknowledge that it is a public offense in California for any person who receives money for the purpose of paying for services labor, materials or equipment on a construction project to willfully fail to so apply such money and wrongfully divert the funds to another use. Contractor will pay Subcontractor for work performed under this Subcontract as and when funds for the project are received by Contractor from the owner of the property ("Owner."). In the event that Owner wrongfully fails to pay Contractor monies owed Contractor under Contractor's agreement with Owner for work on the project (the Prime Contract.") Subcontractor hereby agrees to proceed upon, prosecute and exhaust in all respects to a final determination the Subcontractor's mechanic shen stop notice and bond rights and remedies, prior and as a condition precedent to filing any action or proceeding (or commencing arbitration if available pursuant to contract) against Contractor or otherwise pursuing enforcement of Subcontractor is rights to payment under this Subcontract. Contractor shall notify Subcontractor in the event that any progress payment or final payment to Subcontractor is delayed due to Owner's failure to pay Contractor under the Prime Contract but Contractor's failure to provide such notice to Subcontractor shall in no way affect the limitation of Subcontractor's remedies provided for in this section.

Subcontractor acknowledges that Contractor would not have entered into this Subcontract without the provisions of this section, and that it would be impossible to measure in money the damages to Contractor if Subcontractor fails or refuses to comply with the limitation of remedies provided for in this section, and agrees that in the event of Subcontractor is breach of any such provisions. Contractor will not have an adequate remedy at law. It is therefore agreed that Contractor, in addition to any other available rights or remedies, shall be entitled to immediate declaratory or injunctive relief to enforce such provisions or any of them, and that in the event Contractor brings any action or proceeding in equity to enforce them. Subcontractor will not urge as a defense that there is an adequate remedy at law.

- RETENTIONS Contractor shall be entitled to retain and withhold from the amount due Supcontractor without interest the sum equal to 10% of the labor portion of the Contract Price Retention is not to be withheld from material draws designated as Retention for a period ('Retention Period') not to exceed the last of the following events to occur
 - 1 Thirty five (35) days from the filing of a notice of completion by Contractor on the Project or
 - When applicable, thirty-five (35) days from receipt of "clear third" inspections by the lender Contractor shall pay the Retention to Subcontractor no later than seven (7) days after the expiration of the Retention

Period

7 CHANGES Contractor may at any time by written order of Contractor's authorized representative and without notice to Subcontractor's surety make changes in including additions to and omissions from the Job to be performed and materials to be furnished under the Subcontract, and Subcontractor shall immediately proceed with the performance of the Subcontract as so changed No change in the terms and conditions of the Subcontract or in the terms or manner of payment shall in any way experience in whole or in part, any surety on any bond furnished by or on behalf of Subcontractor. Any changes shall be subject to all the terms and conditions of the Subcontract.

The only representative authorized to make any changes or to issue change orders on behalf of Contractor is the Project Manager. In the event that Subcontractor is requested to perform services or furnish materials over and above his contract provisions, he must first obtain written authorization, which shall be issued only by the Project Manager. All other instructions verbal or written, that the Subcontractor may receive shall be deemed as part of the original work and no additional compensation shall be given. All additional work performed or material supplied prior to or without a written authorization by the Project Manager shall be considered work performed at no charge to the Contractor. A change made or ordered by any other person shall not be binding upon Contractor.

If any such ordered change increases or decreases the cost of performing the Job under the Subcontract, the Contract Price will be adjusted by appropriate additions or deductions as mutually agreed upon by the parties hereto before the changed work is performed. If the parties hereto cannot agree on the amount of the adjustment to be made. Subcontractor shall nonetheless promptly proceed to perform the work as changed, and Subcontractor shall keep and submit to Contractor, in the manner specified below, a cost breakdown as needed to substantiate the amount of the adjustment. Any claim by Subcontractor for an adjustment of the Contract Price under this paragraph must be submitted in writing within seven (7) days from the date any such change is ordered.

If a dispute arises between the parties hereto as to whether any particular work is a change to the Job described in the Subcontract Subcontractor shall nonetheless timely perform the alleged changed or extra work and may submit a written "Notice of Intent to file Claim for Additional Money—such written notice must be submitted to Contractor within three (3) days after commencing the performance of the alleged changed or extra work. If said notice is timely given as a further condition precedent to thereafter making claim. Subcontractor shall keep and submit to Contractor on a weekly basis a complete breakdown of all costs occasioned by the alleged changed or extra work including (a) a labor breakdown by name of person hours worked and task performed for each employee performing said alleged changed or extra work (b) a similar breakdown for all equipment used and (c) copies of all invoices and delivery tickets for materials used. If SAID 'NOTICE OF INTENT TO FILE CLAIM FOR ADDITIONAL MONEY. IS NOT TIMELY GIVEN OR IF SAID COST BREAKDOWN IS NOT 1 EPT AND SUBMITTED AS SPECIFIED. SUBCONTRACTOR AGREES THAT EITHER SUCH FAILURE WILL BE AND CONSTITUTE CONCLUSIVE AND NONREBUTTAL EVIDENCE. THAT NO CHANGED OR EXTRA WORK WAS PFRIORMED AND THAT NO PAYMENT FOR THE ALLEGED CHANGED OR EXTRA WORK IS DUE SUBCONTRACTOR.

The amount of any disputed changed or extra work will be determined in the manner set furth in Section 9 and payment for any changed or extra work to which Subcontractor may become entitled to under this section shall be made in area dance with Section 3 above

ADHERFNCE TO PLANS AND SPECIFICATIONS Subcontractor shall make no clanges in nor shall be deviate from the Contract Documents and he shall be responsible and hable for any and all damage that may result from such changes or deviations. In addition, Subcontractor may be required at his own cost and expense to cause any of his work to conform strictly to the Contract Documents, unless a written authorization of Contractor executed in accordance with Section 7, addressed to Subcontractor shall be given setting forth in detail what specific changes may be made.

For purposes of interpreting the Contract Documents should the plans vary from the specifications, then the specifications shall govern. Should there be any discrepancy between the plans or the specifications or both and any governmental laws or regulations then those which are more stringent and/or maximum shall govern. Contractor assumes no responsibility for failure of the plans or specifications of the Contract Documents to meet with governmental laws or regulations, and it is conclusively presumed that Subcontractor is familiar with said governmental laws or regulations, regardless of the provisions of the Contract Documents.



Subcontractor agrees that shoul, hange by required by any governmental authority such change shall be made by Subcontractor without increase in the Contract Price. Contractor agreeing only that it will use its best efforts to have the Contract Documents meet with the requirement of governmental authority. If any of the Contract Documents provide for work contrary to any such laws, and regulations. Subcontractor shall be required to notify Contractor in writing, prior to the correction of such Contract Documents to comply with the applicable law or regulation, and Subcontractor shall not perform any such work until the corrected Contract Documents have been approved in writing by Contractor.

ADJUSTMENT FOR CHANGES In the absence of agreement as to the amount of the adjustment to be made for any changed or alleged changed or extra work any adjustment to the Contract Price which may be due on account thereof shall be determined as follows:

(a) when a change results in an increase in costs or extra work is involved, the Contract Price will be increased on the basis of the increase in direct costs actually incurred by Subcontractor to perform the changed or extra work, plus a mark up thereon of fifteen percent (15%) on labor and ten percent (10%) on materials as an allowance for all indirect costs field supervision tools general and administrative expense, overhead (including any home office overhead) and profit (b) in the event of any deletion or other change which results in a decrease in costs the Contract Price will be decreased on the basis of the direct costs which would have been incurred by Subcontractor had the change not occurred plus the profit which would have been earned provided however that if any deleted work is a separately priced item of work under the Subcontract Price will be decreased on the basis of such stated price and (c) when both increases and dicreases covering related work or substitutions are involved in any one change the mark up allowance shall be figured on the basis of the net increase if any with respect to such change. Direct costs as used in this Section shall be limited to the following:

(a) cost of materials, including any applicable sales tax and transportation expense applicable thereto (b) cost of labor for the workmen consisting of wages and fringe benefits and other labor burden expenses actually paid to or on behalf of the workmen and (c) a reasonable rental value for use of equipment but individual pieces of equipment having a replacement value of \$500.00 or less shall be considered to be tools and no payment will be made therefor

As to work approved by Contractor to be performed on a time and material basis, the Subcontractor's billing shall be based on actual hours as verified by daily work tickets, which must be approved by Contractor's field superintendent within 24 hours of the work being performed. Contractor's field superintendent's signature on daily work tickets are strictly to verify the labor and equipment hours are accurate as shown on the daily work tickets in no way constitute any approval nor agreement that Subcontractor will be paid for additional work. Any work performed over and above the 'Not to Exceed' amount stated on the Authorization for Extra Work and which does not comply with Section 7 shall be considered done as no charge to the Contractor.

Any changed and/or extra work requested by Contractor, whether disputed or authorized that requires nourly equipment rental shall be performed at the rates as follows

(a) For Subcontractor's owned equipment, the rate shall be rental rate as set forth in the most recent publication of the State of California Business, Transportation and Housing Agency Department of Transportation. Division of Construction Labor Surcharge and Equipment Rental Rates. These rental rates will be for equipment. Operated and Maintained and include Subcontractor's overhead and profit, all applicable payroll taxes including Federal and State Unemployment Insurance, FICA Worker's Compensation, and Union Benefits.

(b) For non-owned equipment rented from third parties compensation shall be the actual invoice cost plus 10% for overhead and profit and such costs shall be substantiated by an invoice from the supplier

If the Subcontractor elects to work overtime for any reason not requested by the Contractor no premium compensation shall be paid. If the Subcontractor is requested by the Contractor to operate on a premium time basis. Subcontractor shall be compensated for the premium costs only as applies to the overtime hours, which are additional to the concurrent operating hours of the Subcontractor. In the event the Contractor decides to have the Subcontractor work on a premium time basis for an extended time period the above rates shall be negotiated by the Contractor and Subcontractor.

- TAXES The Contract Price includes the payment by Subcontractor of any tax under California Sales or Use Tax Law or any amendments thereto or any law now existing, or which may thereafter be adopted by Federal State local or other governmental authority taxing the materials services required or labor furnished or any other tax levied by reason of the work performed or to be performed hereunder.
- Subcontractor to commence the Job on the date specified by the Contractor and shall prosecute and complete the work undertaken in a prompt and diligent manner and in accordance with Contractor's Sequence Schedule" and all revisions made thereto and shall not delay interfere with or hinder the work of Contractor or any other subcontractor. Upon request by Contractor Subcontractor shall furnish to Contractor a schedule or scheduling information in such form as Contractor may require relating to the work to be performed under this Agreement. The time given Contractor to perform all its work under its contract with the Owner shall not be the time. Subcontractor has to perform its work nor evidence of same, but Subcontractor shall be required to perform its work in strict accordance with Contractor's progress schedule. If Contractor shall deem it necessary. Subcontractor at its own expense and on demand of Contractor shall provide additional work forces overtime additional shifts and shall expedite the furnishing of material so as to meet the progress schedule. Contractor shall have the sole right to establish the time and order in which the various portions of the entire project work shall be performed and in case of conflicts, to establish priority of work performance as between Contractor. Subcontractor and other subcontractors.

The Subcontractor agrees that he is aware that the Project will be constructed in phases. Before fabrication and/or placing orders for non-standard or special materials. Subcontractor shall contact Project Superintendent as to starting date production and scheduling. Subcontractor agrees to commence the several parts thereof at such times, and proceeding therewith in such order as directed by Contractor's superintendent, and agrees to finish the several parts and the whole of the Job as provided herein, so that, in conjunction with other trades engaged thereon, he will assure the uniterrupted progress of the Project. In the event Contractor's work schedule should be changed. Subcontractor will proceed in strict accordance with Contractor's directions. Any changes in the schedule shall be made in writing as specified in Section 7. Subcontractor will cooperate with related work and will not interfere in any manner with the work of Contractor or other subcontractor. In the event of any conflicts in the work schedule of Subcontractor and Contractor or any other Subcontractor. Contractor shall decide which work shall have precedence and the decision of Contractor shall be final. Any construction sequence or progress schedule furnished by Contractor to Subcontractor at the times indicated therein nevertheless. Subcontractor makes no representation that access or work will be ready for Subcontractor at the times indicated therein nevertheless. Subcontractor must be ready and able to perform the Job within the time period indicated in any such schedule. Subcontractor shall not be entitled to recover from Contractor any additional compensation or damages on account of any delay or disruption to Subcontractor sperformance of the Job whether caused in whole or in part by Contractor or others. Including conduct on the part of Contractor which may amount to a breach of this Subcontract.

LINES GRADES AND MEASUREMENTS Subi ontractor assumes full responsibility for the proper interpretation and interpolation of all lines levels and measurements and their relation to bench marks property lines reference lines and the work of the Contractor or other subcontractors. In all cases where dimensions are governed by conditions already established the responsibility for correct knowledge of the conditions shall rest entirely on Subcontractor. No variation from specified lines or grades or dimensions shall be made except on will then authority of Contractor. All work shall be made to conform to actual. final conditions as they develop in the course of construction.

- RELATED C By commencement of work hereunder Subcontractor acking incides that all related adjacent or dependent work services utilities or materials are acceptable to him. Unless the Subcontractor reports prior damage in writing to the Contractor. Subcontractor hereby waives any and all claims for damages or extras with respect to defects in or failure of such, work services, utilities or materials.
- 14 INTERRUPTION OF WORK If, as a result of fire earthquake act of God war strikes picketing boycott lockouts or other causes or conditions beyond the control of Contractor. Subcontractor discontinues the Job prior to its completion, then Subcontractor shall resume work as soon as conditions permit or if Subcontractor shall discontinue work because Contractor shall consider it inadvisable to proceed with the Job, then Subcontractor will resume the job promptly upon receiving written notice from Contractor to do so, and Subcontractor shall not be entitled to any damages or compensation on account of cessation of work, as a result of any of the causes mentioned above.
- 15 INSPECTION AND APPROVALS. The Job or any portion of the Job shall be subject to inspection and approval by all applicable governmental authorities. Contractor and Contractor's representatives. Subcontractor shall be required to furnish for the approval of all governmental authorities. Contractor and Contractor's representatives such samples, shop drawings and patterns as may be required for the Job and all work hereunder shall be in accordance therewith. Subcontractor shall provide sufficient, safe and proper facilities during the progress of the Job for all such inspections in the field at shops or any place where materials required hereunder are in the course of preparation, manufacture treatment or storage. It is agreed that any change or correction required as result of any such inspections shall be made by Subcontractor without additional charge, unless otherwise specifically agreed upon by Contractor in writing. Subcontractor shall request all inspections for his work and obtain approval of same. If additional testing and/or inspections are required of Subcontractors work due to Subcontractor's fault or an act of God, Subcontractor agrees to compensate Contractor any additional costs incurred for testing and inspections.
- BOND REQUIREMENTS Within ten (10) days after the execution of this Agreement if required by Contractor Subcontractor shall furnish to Contractor a Performance Bond and/or a Labor and Materials Bond in a form satisfactory to Contractor each in an amount equal to the full amount of the Contract Price. A Corporate Surety Company licensed to do business in the State of California shall execute each bond. Subcontractor by its execution hereof warrants that it can obtain said bonds at a cost of not more than one percent (1%) of the principal amount thereof. If Subcontractor fails to so furnish any required bond. Contractor may at its option, terminate this Subcontract without any liability of any kind to Subcontractor. In the event Contractor requires Subcontractor to furnish either or both of the bonds mentioned above. Contractor shall pay the cost thereof, it is agreed that no change, alterations or modification in or deviation from this Subcontract or the Contract Documents, whether made in the manner herein provided for or not shall release or exonerate in whole or in part, any surety on any bond given in connection with this Subcontract, and each and every surety bond required hereunder shall so provide.
- CORRECTION AND REMOVAL OF DEFECTS IN MATERIAL OR WORK. All defects in material used or work performed under this Subcontract as designated by City or County inspectors or Contractor upon inspection and brought to the attention of Subcontractor shall immediately be corrected by Subcontractor to the satisfaction of Contractor and the designating person If any workmanship or materials are declared in writing by Contractor or any applicable governmental authority to be unsound or improper then, within twenty four (24) hours after service upon him of written notice from Contractor or the appropriate governmental authority to that effect. Subcontractor shall proceed with due diligence to remove from the site all such materials, whether installed or incorporated in the Job or not, and shall remove all such portions of the unsound or improper work. Subcontractor shall also restore or repair any work of other trades damaged by such a removal. In the event that all or any portion of such work shall be of such a nature or the time available to complete the whole work shall be so limited that in the judgment of Contractor it would be inexpedient to order the same replaced or corrected, Contractor, at its option, may deduct from the payment due or to become due to Subcontractor an amount that shall represent the difference between the fair and reasonable value of such work and its value had it been executed in conformity with the Contract Documents.
- UNSATISFACTORY WORK Upon written notification from the Contractor that Subcontractor's work is in any respect unsatisfactory, needs correction, is not in compliance with the Contract Documents, or that the Job has been damaged Subcontractor shall within twenty-four hours of such notification proceed with due diligence to take all action necessary to correct or repair the Job
- DAMAGE TO WORK Should Subcontractor damage the work or installation of Contractor or any other subcontractor Subcontractor shall promptly pay to Contractor or such subcontractor as the case may be all costs incurred in repairing the damage Subcontractor and his suppliers shall not be permitted to drive any vehicle over any curb or sidewalk on the Project at any time by any means, and Subcontractor shall take all action necessary to ensure that his suppliers comply fully with the requirements of this Section and shall be fully responsible for all damage to curbs and sidewalks caused by his vehicles or those of his suppliers. Subcontractor shall be responsible for maintaining and protecting the Job and bear the risk of any damage thereto until such time as the entire Project is completed and accepted. All damage to the Job occurring prior to full completion and final acceptance of the Project as a whole regardless of who caused such damage or how it occurred shall be promptly repaired or replaced by Subcontractor at his own cost and expense.
- HOLD HARMLESS Subcontractor will hold Contractor harmless from any and all damages caused by defective workmanship or materials and delays caused thereby and will pay and reimburse Contractor for any and all such damages. In the event any dispute arises as to Subcontractors workmanship or the quality of materials furnished the decision of Contractor reasonably made and arrived at shall be binding.
- GUARANTEE Subcontractor guarantees Contractor and all future owners of the Project or any portion thereof against any loss or damage arising from any defect in materials and workmanship furnished under this Subcontract for a period of one (1) year from the date of final acceptance of the Project as a whole. Upon written notification of defects from Contractor or any such owner. Subcontractor shall proceed within twenty four (24) hours of such notice with due diligence at his own expense, to replace any defective material or perform any labor necessary to correct any defect in the Job. Upon failure of Subcontractor to do so. Contractor or the affected owner, may furnish or secure at Subcontractor's expense, such materials or labor as are necessary to bring the Job up to the required standard, all costs thus incurred thereupon becoming a debt immediately due and payable by Subcontractor, which debt. Subcontractor shall pay to Contractor within fifteen (15) days after written demand from Contractor or the affected owner. This special one-year guarantee provided herein shall be deemed to be in addition to other contractual and statutory warranties of performance and not in lieu thereof.
- DELAY IN PERFORMANCE TIME IS OF THE ESSENCE of this Subcontract Contractor may from time to time establish specific schedules for the pace and rate of performance of this Subcontract work and other portions of the Project work, including without limitation benchmark dates or intermediate completion dates for various portions of the Project, a completion date for the entire Project specific number of units to be completed within a given time period, and the numbers of qualified workers necessary as determined by Contractor, to maintain the pace or rate of work established by Contractor Subcontractor acknowledges his understanding that Contractor, in entering into this Subcontract is relying on Subcontractor's ability and willingness to perform his work at the pace or rate as may be established by Contractor from time to time. Subcontractor shall prosecute the Job in accordance with





Contractor's Construction Sequence and any revisions made thereto, and shall not delay the completion of the Project nor interfere with or hinder the work of Contractor or any other subcontractor.

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- SUBCONTRACTOR DEFAULT/TERMINATION In the event Subcontractor at any time tails to properly and diligently prosecute the Job fails to pay its workers sub-subcontractors or suppliers, or otherwise breaches a material provision of this Subcontract and such failure or default is not corrected within forty eight (48) hours after receipt of written notice from Contractor to do so then Contractor may at its option
- (a) Without taking over the work provide necessary labor and materials or employ any other person or persons including another contractor, to finish the work and provide the materials therefor at the expense of Subcontractor or
- (b) Terminate Subcontractor's right to further perform under the Subcontract and complete the Job at the expense of Subcontractor of Contractor so terminates Subcontractors right to perform under the Subcontract Contractor shall have the right to use any materials tools or equipment furnished by or belonging to Subcontractor to complete the Job without any compensation to Subcontractor for such use and Subcontractor shall not be entitled to receive any further payment under the Subcontract until the entire Project has been completed, at which time of the unpaid balance of the amount to be paid under the Subcontract exceeds the expense incurred by Contractor in finishing the Job and any damages sustained by Contractor as a result of Subcontractor's default such excess will be paid to Subcontractor but if such expense and damages shall exceed the unpaid balance, Subcontractor shall pay the difference to Contractor.

As used in this section expense shall mean the actual cost incurred by Contractor, plus a marking allowance of 15% on such cost

- DEFENSE OF PATENTS Subcontractor shall defend all suits or claims for infringement of any copyright or any patent right that may be brought against Contractor, the Owner or the Architect arising out of the Job, and shall hold Contractor, the Owner or the Architect harmless from loss on account thereof, except that Subcontractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer(s) is specified for use by the Contract Documents.
- CUTTING FITTING AND PATCHING, WORK OF OTHERS Subcontractor shall as a part of the Contract
 Price do all cutting fitting and patching of his work that may be required to make its several parts come together properly and to fit it to
 receive or be received by the work of other subcontractors shown in or reasonably implied by the Contract Documents. Subcontractor
 agrees to protect the work of others from damage as a result of his operations. Should Subcontractor cause damage to any separate
 subcontractor on the work, then Subcontractor agrees to compensate promptly such subcontractor to the extent of his damage as
 provided in Section 19
- 26 CLAIMS OF SUBCONTRACTOR FOR DELAY OR DAMAGE. Subcontractor expressly waives any and all rights to make claim or be entitled to receive any compensation or damages for failure of Contractor or other subcontractors to have related portions of the Job completed in time for the work of Subcontractor to proceed.
- INSURANCE. The Subcontractor and his sub-subcontractors shall during the continuance of the work under this Agreement, including extra work in connection therewith procure and maintain in force at their sole cost and expense, insurance coverage in the limits and under the terms specified below. The insurance to be furnished by Subcontractor shall be issued by a company or companies acceptable to Contractor and authorized to transact business in the State of California Subcontractor shall within ten (10) days after the execution of this Subcontract or prior to his commencement of any work (whichever occurs first) provide to Contractor certificates of insurance evidencing that the required insurance coverage is in full force and effect, and each certificate shall provide by endorsement, that the coverage therein provided shall not be cancelled, reduced or otherwise materially changed without thirty (30) days prior written notice to Contractor. In the event the coverage evidenced by any such certificate is cancelled, reduced or otherwise materially changed. Subcontractor shall procure new coverage and furnish to Contractor a new certificate conforming to the insurance requirements specified herein at least five (5) days before the effective date of such change. If Contractor fails to procure and maintain any insurance coverage required by this Subcontract, Contractor may in addition to other remedies procure such insurance and charge the expense to Subcontractor or terminate the Subcontract. All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide is not less than AV All coverage forms must be acceptable to Owner and Contractor. If requested Subcontractor shall provide certified copies of all such policies to Owner and or Contractor within 30 days of such request. Contractor reserves the gight but shall have no obligation to procure the insurance or any portion thereof for which Subcontractor is herein responsible and which is described in this section

Contractor shall notify Subcontractor if Contractor exercises its right whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to Contractor Contractor further reserves the right at any time, with thirty (30) days written notice to the Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to become responsible pursuant to this section. In such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

Subcontractor agrees to include in his agreement with his Sub subcontractors all provisions mentioned in Section 27 herein and shall require of any and all of their Sub subcontractors to maintain similar insurance per Section 27 herein. Contractor reserves the right in its sole discretion to require higher limits of liability coverage if in Contractor is opinion operations by or on behalf of the Subcontractor create higher than normal hazards and may require that the Subcontractor name additional parties having interest as additional insureds. All policies required by this Agreement must contain a Waiver of Subregation in favor of the Owner and Contractor. In the event that materials or any other type of personal property (personal property) is acquired for the Project or delivered to the Project site. Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include but not be limited to theft fire, vandansm and use by unauthorized persons. Compliance or failure to comply by the Subcontractor with the requirements included in Section. Insurance coverages and lumits required are as follows.

I Workers Compensation Employer's Liability Insurance

Coverage A Statutory Benefits
Coverage B Employer's Liability
Bodily Injury by accident \$1 000 000 each accident
Bodily Injury by disease \$1 000 000 policy limit
Bodily Injury by disease \$1 000 000 each employee
Coverage must include a waiver of subrogation endorsement

- 2 Commercial Auto Coverage Auto Liability limits of not less than \$1,000,000 each accident combined Bodily Injury and Property Damage I lability insurance including but not limited to owned autos, hired or non-owned autos.
- Comprehensive General Liability or Commercial General Liability
 - Comprehensive General Liability
 The limits of liability shall not be less than



imbined Single Limit

"Bodily Injury/Property Damage per Occurrence OR

h) Commercial General Liability

The limits of liability shall not be less than

Each Occurrence Limit \$1,000,000 Personal Advertising Injury Limit \$1 000 000 Products/Completed Operations Aggregate Limit \$1 000 000 General Aggregate Limit \$2 000 000 (other than Products/Completed Operations)

The policy forms must include

a) Premises and Operations coverage with no explosion collapse or underground damage (XCU) exclusions

- b) Products and Completed Operations coverage (Subcontractor agrees to maintain this coverage for 10 years following the acceptance of his work by the contractor or until all applicable Statutes of Limitations expire, whichever length of time is longer.) Subcontractor further agrees to continue naming Contractor and any other parties in interest as Additional Insured(s) for the entire length of time as described above
- c) Blanket contractual coverage or its equivalent

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- d) Broad Form Property Damage coverage including completed operations or its equivalent
- An endorsement naming Owner and any other parties in interest as additional insured(s) under the coverage specified under Insurance Requirement 3 Such endorsement shall contain the following provision

It is understood and agreed that G Companies Construction Inc. Bank of the West Murrieta Village Walk L.P. its officers directors agents servants employees divisions subsidiaries partners shareholders and affiliated companies are additionally named as insureds under this policy, with respect to legal liability or claims caused by arising out of or relating to the acts or omissions work or work product of the named insured or of others performed on behalf of the named insured

\$2,000,000

The above endorsement shall be acceptable as well as ISO forms CG2010B 11/85 or CG2026 11/85 or equivalent ISO forms CG2010A or CG2010B 10/93 or their equivalent ARE NOT ACCEPTABLE Anv form that limits coverage to ONGOING OPERATIONS' or otherwise does not grant additional insured status under the products/completed operations coverage IS NOT ACCEPTABLE If the Subcontractor conducts a thorough search of available insurance companies who offer General Liability coverage and it is determined that ISO forms CG2010B 11/85 or CG2026 11/85 or their equivalent are unavailable, than ISO CG2010A or CG2010B 10/93 or their equivalent may be considered by the Contractor

- f) Subsidence coverage (if requested by Contractor)
- An endorsement stating Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non contributing with the coverage provided under this policy '
- h) Coverage is to be on an occurrence form. Claims Made" and Modified Occurrence forms are not acceptable except where Professional Liability Coverage" is required
- An endorsement stating that any aggregate limits apply on a per project' and on a per location basis
- No exclusions relating to residential construction as it pertains to apartments. All certificates of insurance furnished to Contractor must contain a notation that the policy does not contain an apartment exclusion
- 28 INDEMNIFICATION Subcontractor shall protect, defend indemnify and hold free and harmless Contractor Owner and Lender and their officers, directors, implovees, representatives and agents from any and all obligations liability, liens claims, demands loss damage, costs, expenses (including attorney fees and all costs to enforce this indemnification) or causes of action whatsoever (hereinafter referred to as "Claims") in any way connected with or arising out of or alleged to arise out of the performance by Subcontractor of the Job and this Subcontract for, but not limited to, the following
- (1) Claims, including alleged diffects in the construction of the Job by the owner or future owners of the Property for damages to the Property (including loss of use thereof) the improvements thereon and property appurtenant thereto or any part thereof
- (ii) Claims for personal injury including but not limited to bodily injury death, emotional injury sickness or disease sustained by any person (including any employees or agents of Subcontractor, Contractor, Owner) or for property damage of any kind caused or alleged to be caused in whole or in part by any act or omission of Subcontractor, his sub-subcontractors suppliers or anyone directly or indirectly employed by anyone of them or anyone for whose conduct they may be liable, whether or not such injury or damage is caused by a party indemnified hereunder. The aforesaid indemnity obligation of Subcontractor shall apply regardless of any active and/or passive negligent act or omission on the part of Contractor or Owner however such obligation shall not apply to Claims arising from the sole negligence or willful misconduct of Contractor or Owner or from defects in design furnished by Owner
- (iii) Claims and liens for unpaid labor performed or materials used or furnished to be used on the Job including all incidental or consequential damages resulting to Contractor from such claims or liens
- (iv) Claims fines or penalties that may arise from any violation or infraction by Subcontractor of any safety employment or other governmental law regulation or order
- (v) in case any suit or other proceedings shall be brought against Contractor or any other party indemnified hereunder concerning any Claims to which Subcontractor's indemnity obligation applies. Subcontractor shall upon demand by Contractor, assume the defense thereof and defend the indemnified party at Subcontractor's own expense, and Subcontractor shall pay all costs and any judgment that may be rendered therein against an indemnified party
- (vi) Indemnity Not Limited In any and all claims against the Indemnitees by any employee of the Subcontractor or anyone directly or indirectly, employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages compensation or benefits payable under any Workers' or Workers. Compensari in acts disability benefit acts or other employee benefit acts. Said indemnity is intended to apply during the period of this Contract and shall survive the expiration or termination of the Contract until such time as action or account of any matter covered by such indemnity is barred by the applicable statute of limitations
- INDEPENDENT CONTRACTOR Subcontractor is an independent contractor and is solely responsible and liable for payment of all federal and state tal as and insurance and contributions for social security and unemployment which are measured by wages salaries or other remuneration paid to Subcontractor's employees
- CLEANUP AND STORAGE Subcontractor shall maintain to the satisfaction of Contractor all work sites in a clean neat and safe condition and shall comply promptly with any instructions from Contractor with respect thereto. As the Job is completed Subcontractor shall remove from the site thereof to the satisfaction of the Contractor all of Subcontractor's rubbish, debris

materials tools and equipment. Subcontractor fails to do so promptly. Contractor may remove the same to any place of storage or any dumping ground all at Subcontractor's risk and expense and without incurring any responsibility to Subcontractor for loss camage or theft. Subcontractor shall dispose of debris in dumpsters provided by the Contractor and as directed by its job superintendent. Subcontractor shall remove any surplus material or debris not placed in dumpsters completely from the Project. Upon completion of work. Subcontractor shall remove all surplus material and debris from the site.

- USEABLE EXCESS MATERIALS To the extent applicable. Subcontractor shall move as the Job or any portion thereof is completed from the site thereof to the site or sites of the next work to be completed by Subcontractor all useable excess materials particularly materials supplied by Contractor. All materials supplied by Contractor shall be considered useable unless. Contractor advises Subcontractor to the contrary in writing. All excess costs suffered by Contractor by reason of Subcontractor's failure to use such useable materials in subsequent and succeeding work shall be charged against and paid for by Subcontractor and may be deducted from any payment or balance due Subcontractor hereunder.
- USE OF CONTRACTOR'S FQUIPMENT. The use of any of Contractor's equipment rigging blocking, hoist or scaffolding by Subcontractor whether loaned or rented to Subcontractor by Contractor shall be upon the distinct understanding that Subcontractor shall accept and use the equipment rigging, blocking or scaffolding at his own risk and takes the same as is , and Subcontractor assumes all responsibility for and agrees to hold Contractor harmless from all claims or damages whatsoever resulting from the use thereof, whether such damage results to Subcontractor or its own employees or property or to other persons or the employees or properties of other persons and regardless of any active and/or passive negligent act or omission on the part of Contractor or Owner however such obligation shall not apply to claims or damages arising from the sole negligence or willful misconduct of Contractor or Owner. Nothing herein contained shall he deemed to permit any such use by Subcontractor without the prior written consent of Contractor.
- PERMITS AND LAWS Subcontractor shall promptly obtain at his expense, and before commencing any portion of the Job all permits and licenses required for the Job Subcontractor shall comply with all laws, ordinances rules regulations orders and requirements of the applicable city and county government the State and Federal government, and of any board or commission or any other duly qualified body having jurisdiction, which shall or might affect or apply to the Job including State of California Occupational Safety and Health Standards Board. Subcontractor shall exhibit each such required permit or license to Contractor upon its request.
- PREVAILING WACES AND PAYROLL RECORDS In the absence of a controlling collective bargaining agreement -Subcontractor understands and agrees that the wages to be paid by Subcontractor to laborers and mechanics employed by Subcontractor in the construction of this Project or any part thereof shall be a wage not less than the wages prevailing for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality of the work to be performed hereunder-said prevailing wages to be payable in the manner and in accordance with all applicable Federal State County. City and local wage laws. As a condition precedent to any payment hereunder. Subcontractor shall submit to Contractor with each and every report of the work completed as required a ceruficate in a form acceptable to Contractor cerufying that he has complied with the provisions of this section. Subsentractor hereby authorizes Contractor to inspect and make copies of Subcontractor's books, payrolls and ounts with respect to this Subcontract-from time to time-for the purpose of verifying that Subcontractor is paying prevailing, wages to his laborers and mechaniss. Subcontractor shall maintain payroll records during the entire course of the Job, and Subcontractor shall preserve said payrell records for a period of not less than three (3) years from the date of completion of the Job. Subcontractor s-payrell records shall contain the name and address of each employee who works for Subcontractor on this Project. his correct classification rate of pay-darly and weekly number of hours worked, deductions made and actual wages paid. Subcontractor agrees that upon failure to fully comply with the provisions of this Section 34, Contractor may withhold from the Subcontractor any payment or advances payable to Subcontractor hereunder-Subcontractor further agrees that any failure to fully comply with the terms of this Section shall be deen a material breach of this Subcontract. Subcontracter shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged and employed in the work- or the materials used in the work, or which in any way affect the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Subcontractor shall at all times observe and comply with and shall cause all the Subcontractor's agents and employees to observe and comply with all existing and future laws-ordinances-regulations-orders and decrees of bodies or tribunals having jurisdiction or authority over the work, and shall protect and indomnify the Contractor, and all its employees thereof connected with the work against any claim or liability arising from or based on the violation of any law-ordinance regulation order or degree whether by the Subcontractor or the Subcontractor's employees. In particular, but not limited to Subcontractor shall comply with the provisions of Sections 1774 and 1775 of the Cairfornia Labor Code
- ASSIGNMENT Subcontractor shall neither assign nor subcontract the whole or any portion of this Subcontract without first obtaining in each and every instance permission in writing from Contractor, and then only subject to and upon the same terms and conditions as the provisions of this Subcontract. Any permission granted by Contractor shall not be deemed permission to any subsequent assignment or subcontract. Any assignment or subcontract to y Subcontractor made without the consent of Contractor as never provided shall be null and void and shall at the option of Contractor be grounds for termination of this Subcontract. Any such assignment or subcontract shall contain all of the provisions of this Subcontract and shall require the assignment of this Subcontract or thereinafter to be directly liable to Contractor in all respects as herein required of Subcontractor. Any assignment of this Subcontract or assignments of payments permitted by Contractor shall be submitted to the Contractor for its prior written approval and shall not be binding upon Contractor until so approved. No assignment shall relieve Subcontractor from his duties obligations and habilities hereunder unless specifically relieved in writing by Contractor.
- LIENS Subcontractor shall pay when due all claims for labor or materials incurred by him in the performance of this Subcontract Should any sub-subcontractor supplier trust fund or other party providing labor or materials for the lob record a claim of lien against the Property or file a stop notice with the Owner upon demand of Contractor Subcontractor shall no later than ten (10) days from receipt of the demand and a list own expense procure furnish and record an appropriate standard release bond which will extinguish or remove any such lien or stop notice or shall otherwise sa isfy and discharge such claim. In the event Subcontractor shall fail to so do. Contractor is hereby authorized to use whatever means it may deem bes to cause the lien or stop notice to be extinguished or removed, including reasonable attorneys fees in urred by Contractor shall become immediately due from Subcontractor to Contractor. Supropriated any such claim, provided that he first shall cause the lien or stop notice related thereto to be extinguished or removed.
- INSOLVENCY OR BANKRUPTCY in the event Subcontractor becomes insolvent, is unable to pay his current obligations or commits any act of bankruptcy, Subcontractor shall be considered as being disabled from performing the Job and this Subcontract may be terminated at the option of Contractor upon twenty-four (24) hours written notice to Subcontractor. If an order for relief is entered under the Bankruptcy Code as to Subcontractor, Contractor may likewise terminate this Subcontract upon giving forty eight hours written notice to Subcontractor, its trustee and its surety, if any unless Subcontractor its trustee, or surety promptly cures all defaults, provides adequate assurance of future performance compensates Contractor for losses sustained from such defaults and timely assumes the obligations of Subcontractor Subcontractor hereby authorizes all financial institutions materialmen and individuals to disclose to Contractor Subcontractors financial status, credit and manner of meeting obligations. Subcontractor shall file with



Contractor within thirty (30) da the execution of this Subcontract a full and complete financial status and Subcontractor shall file with Contractor quarterly complete up to-date financial statements on or before the thirtieth (30th) day of January April, July and October of each year during the term hereof and at such other times as Contractor may require Should Subcontractor fail for any reason to file any financial statements as hereinabove required Contractor may at its option terminate this Subcontract. All financial statements shall be statements certified by a public accountant

- 58 DEATH OF SUBCONTRACTOR If Subcontractor is a sole proprietor his death shall automatically remainate this Subcontract
- JOBSITE SUPERINTENDENT During the performance of the Job Subcontractor shall furnish to the jobsite skilled labor adequate and suitable materials and a qualified superintendent or foreman to act as the representative of Subcontractor on the Project with the right and power to obligate Subcontractor. Such superintendent or foreman shall at all times be satisfactory to Contractor and shall not be changed without the written consent of Contractor. Upon oral or written notice from Contractor that such superintendent or foreman is unsatisfactory to Contractor. Subcontractor shall promptly replace him with a person satisfactory to Contractor.
- LIST OF SUPPLIERS At Contractor's request Subcontractor shall within ten (10) days of execution of this Subcontract provide in writing a list of names and addresses of all sub-subcontractors materialmen and other suppliers who will supply labor materials or equipment to Subcontractor for the Job. The written list of suppliers shall upon receipt by Contractor, be attached to this Subcontract and shall be hade a part hereof. Subcontractor shall not have the right to change any of the suppliers without first obtaining written permission of Contractor. Subcontractor warrants that the list of suppliers who will supply Subcontractor shall be the only suppliers for Subcontractor for the Job.
- DELIVERY RECEIPTS ON MATERIALS Upon Contractor's request, Subcontractor shall furnish Contractor with a duplicate copy of all delivery receipts for materials delivered to Subcontractor at or for use on the Job within twenty four (24) hours after each delivery
- TIME OF ESSENCE AND WAIVER. All time limits stated in this Subcontract are of the essence to this Subcontract. A waiver by Contractor of any breach of any one of the terms or conditions herein contained shall not be construed as a waiver of any subsequent breach. Any consent by Contractor to a delay in the performance of Subcontractor of any obligations to be performed by Subcontractor shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy by Contractor in the event of a breach of any term or condition hereof or the exercise by Contractor of any right hereunder, shall not be construed as a waiver.
- UTILITIES Contractor shall furnish at his own expense all utilities including but not limited to electrical power lighting and water needed to properly perform the Job. Subcontractor to provide electrical cords, light standards (for task purposes) and water hoses for attachment to Contractor provided utilities.
- DATA FURNISHED BY SUBCONTRACTOR When requested by Contractor Subcontractor shall at his own expense furnish promptly any number of prints, of his shop drawings schedules reports or any other data that may be necessary in the operation of Contractor for distribution among other subcontractors and to Contractor for proper performance or clarification of work
- 45 SUBCONTRACTOR'S WARRANTIES AND REPRESENTATIONS As a material inducement to Contractor to enter into this Subcontract Subcontractor warrants and represents as follows
 - (a) Subcontractor is familiar with all requirements of the Subcontract and Contract Documents
- (b) Subcontractor has investigated the Project and has satisfied himself regarding the character of the work and local conditions that may affect it or its performance
 - (c) Subcontractor is satisfied that the Job can be performed and completed as required in this Subcontract
 - (d) Subcontractor accepts all risk directly or indirectly connected with the performance of this Subcontract
- (e) Subcontractor warrants that in entering into this Subcontract he has not been influenced by any statement or promise of Contractor or its representatives but only by the Contract Documents
 - (f) Subcontractor is financially solvent.

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- (g) Subcontractor is experienced and competent to perform this Subcontract
- (h) Subcontractor is qualified licensed in good standing and authorized to do business as a contractor in the State of
- (i) Subcontractor is familiar with all general and special laws ordinances, and regulations that may affect the Job, its performance or those persons employed therein
 - (j) Subcontractor is familiar with the tax and labor regulations and with rates of pay that will affect the work

hereunder

Caufornia

- (k) All work shall be performed by mechanics skilled in this type of work and as required by the County State of California Occupational Safety and Health Standards Board and any other related governing public agencies and shall provide adequate protection necessary for the safety health and well being of his employees and others for his period of contracted work
- 46 PUBLICITY Subcontractor shall not disclose or make public to any news media or any persons associated with the news media or by advertisement or by public release of any kind or nature the fact that Subcontractor has entered into this Subcontract with Contractor unless such public release is first approved in writing by Contractor
- 47 CONFLICT OF LAW The laws of the State of California shall govern the interpretation validity and construction of the terms and conditions of this Subcontract
- SEVERABILITY Should any provisions of this Subcontract or any part thereof prove to be invalid or otherwise unenforceable then such provision shall remain in effect to the extent permitted and the other provisions of this Subcontract shall remain in full force and effect
- PLACE OF PERFORMANCE Execution of this Subcontract shall be at Contractor's Principal place of business in the City of Newport Beach County of Orange State of California and the County of Orange State of California shall be deemed the place of performance of this Subcontract for all legal purposes
- 50 HEIRS AND ASSIGNS. This Subcontract shall insere to the benefits of and be binding on the heirs executors, administrators and successors of the respective parties hereto, and the assigns of Contractor.
- NOTICES All notices statements, demands applications and other communications to be given by a party under or pursuant to the Subcontract shall be in writing. Service of any such writing may be accomplished by personal service of said writing, by use of first class mail by Federal Express or other overnight service or by facsimile transmission. The writing shall become effective at the time the writing is received by the party being served. Personal service may be made by delivering the writing to the senior representative of the recipient party at the Project site or to a person in charge at the office of the recipient party. Service by mail or facsimile transmission shall be sent to the recipient party at its office address specified in the Subcontract, or to such other address as either party may designate for itself by written notice to the other. A duplicate hard copy of any writing served on a party by facsimile transmission shall also be sent to such party on the same day or as soon as possible thereafter, by first class mail or overnight service such writing shall nevertheless become effective at the time the facsimile transmission is received.



- 52 SUPPLEME SCHEDULES The SUBCONTRACT AGREEMENT SUPPLEMENTAL SCHEDULES attached hereto as Schedule A Scope of Work Schedule B Contract Documents Schedule C Project Specifications and Schedule D Payment Schedule are incorporated herein by this reference
- SAFETY REGULATIONS Subcontractor shall comply fully with all laws orders citations rules regulations standards and statutes with respect to occupational health and safety accident prevention and safety equipment and practices including any accident prevention and safety program of Owner or Contractor and use of any hazardous substances. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for his employees and for the employees of his sub subcontractors and suppliers. Whenever the Subcontractor's operations increase a condition hazardous to traffic or to the public he shall furnish erect and maintain such fences, barricades traffic plates lights signs and other devices as are necessary to prevent accidents, damage or injury to the public.
- ACCIDENT REPORTS Subcontractor shall immediately report to Contractor all accidents occurring on the site or in any way connected with the performance of the Job which result in death or injury to persons or in damage to property
- RESERVED GATE SYSTEM. Contractor may at any time establish a Reserved Gate System. Upon receipt of notification by Contractor. Subcontractor shall abide by the terms and conditions established for such Reserved Gate System and take all reasonable steps necessary to insure the peaceful operation of the Reserved Gate System. Subcontractor shall advise Contractor of the union affiliation, if any of each supplier who will supply Subcontractor for the Job and Subcontractor shall use his best efforts to insure that all his suppliers cooperate with and honor the terms of the Reserved Gate System.
- JOB SITE RESTRICTIONS Subcontractor shall notify his employees sub subcontractors and suppliers that the following job site restrictions shall apply and shall be strictly enforced
- (a) No alcoholic beverages or prohibited non prescription drugs will be brought to or taken or consumed on the Project site at any time
 - (b) The praying of amplified broadcast music or recordings at any level will not be permitted on the Project site and
 - (c) No children or pets are permitted on the Project site

Violation of any of the above restrictions shall constitute a material breach of this Subcontract and the employee or other individual involved in the violation shall be removed immediately from the Project site

- (d) Working Hours. No construction shall be performed within a half mile of any residences between the hours of 8 00 p.m. and 7 00 a.m. from Monday through Saturday and at no time on Sundays or holidays. Maintenance may be performed as needed but not to the extent that the noise could be deemed a nuisance. Saturday work shall be subject to the approval of the Contractor's Project Superintendent.
- (e) No toxic or hazardous mater als or substances shall be stored on jobsite at any time. All toxic waste shall be properly disposed of offsite including, but not limited to, paint cans.
- (f) The Subcontractor's right of entry is restricted to his representatives suppliers subcontractors agents and employees. All other persons seeking entry shall be referred to Contractor's Project Superintendent.
 - (g) Subcontractor will be permitted into the work area only at points designated by Contractor
- 57 MISCELLANEOUS Subcontractor shall notify his employees sub subcontractors and suppliers that the following shall apply and shall be strictly enforced
- (a) Storage Site. In the event an area is required by Subcontractor for prefabrication and/or storage of materials. Contractor shall provide a location only, if one is available. Subcontractor shall provide all temporary storage and shop areas that are required at the site for the safe and proper storage of materials, tools and other items used in the performance of this work. These areas shall be constructed in only approved locations and shall not interfere with the work of any other subcontractor. Subcontractor shall provide his own temporary power (drop cords etc.) security fencing, and any other items necessary for storage site. If areas of the site are used by Subcontractor for storage a key or lock combination shall be left with the Contractor's Project Superintendent. Any materials stored are to be kept clear of posted building permit. Any materials delivered to the site shall be stored so as to cause the least possible obstruction to the premises and distributed so as to prevent overloading to any portion of the structure. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic and at the end of each day's work and at other times when construction operations are suspended for any reason. Subcontractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
- (b) Subcontractor shall locate his equipment maintenance yard in an area selected by Subcontractor and approved by the Contractor. Any relocation of he yard by the Subcontractor shall be done at no expense to Contractor. Subcontractor shall pay strict adherence to the acceptable operation hours and make all possible efforts to limit noise and exposure of equipment to existing
- (c) Prior to installation, Subcontractor shall carefully inspect the installed work of other trades, including field measuring of openings if applicable, and verify that all such work is complete to the point where this installation may commence. Subcontractor shall verify the completed installation will be in strict accordance with the approved shop drawings. In the event of discrepancy problems, or conflicts. Subcontractor shall immediately notify Contractor. Subcontractor has also visited the site and has satisfied himself with all site conditions and has agreed to match existing materials (if applicable).
- (d) Protection The Protection of materials and equipment furnished under this Agreement either in transit stored or installed shall be the responsibility of this Subcontractor until final acceptance of the Project as a whole Subcontractor shall at all times protect and care for any and all improvements covered under this Agreement and the work of other trades during his complete operation for the full term of this Agreement and shall be held responsible for any and all actions necessary to correct damages caused by his operation or caused by other subcontractors from Subcontractor's failure to provide adequate protection. Unless otherwise specified full compensation for furnishing all labor materials and equipmen for the protection restoration or replacement of any damaged property or improvements whether due to errors or omissions on the pain of the Subcontractor or due to the elements or caused by other subcontractors from Subcontractor is failure to provide adequate protection shall be considered as included in the Contractor and all governing public agencies. Subcontractor shall also protect and be fully liable for any damages to adiacent property caused by his operation or caused by other subcontractors from Subcontractor's failure to provide adequate protection, including, but not limited to all curbs guiters and paving
- (e) Subcontractor's equipment (forklift mobile crane etc.) is considered for his work exclusively however location of this equipment must be in compliance with the direction of the Contractor's Project Superintendent's. Subcontractor shall take care when operating his equipment to prevent any damage to pavement curbs, slabs and other property.
- (f) subcontractor shall assign one foreman or superintendent (Designated Representative) to the Job that is knowledgeable in all aspects of Subcontractor's work. The Designated Representative shall cooperate fully with Contractor's Project Superintendent in performance of the Job.
- (g) Subcontractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public
 - (h) Rain damage shall be the responsibility of the Subcontractor



(j) Subcontracte not charge for additional move instuniess due to the fault. Contractor

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ARBITRATIO: Il disputes between Contractor and Subcontractor arising out of or related to this Subcontract or the breach thereof there shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be heard and determined by one arbitrator. The arbitrator shall have no power to award any punitive damages. The arbitration shall be conducted and the hearing thereof shall be held in the County of Orange.

Provided however that Contractor shall not be obligated to and may elect not to arbitrate any dispute if Contractor in order to fully protect its interests desires in good faith to bring in or make a party to any such dispute the Owner or any other third party who has not agreed to is unwilling to or cannot be compelled to participate and be bound by the same arbitration proceeding if Contractor elects not to arbitrate then such disputes shall be resolved by litigation in a court of law situated within the State of California

Contra G COM	etor IPANIES CONSTRUCTION, INC	Subcontractor CAPITAL DRYWALL, CAPITAL DRYWALL,
Dated	1/25/06	Dated 12 - 29-5'
Ву	Marney	Ву 272
Name	Victor Mahony	Name Frank Swagana
Title	CEO / Vice Assison	Title Assess
		California State License No
		Contract No. M453 1001

H (Install)

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SCHEDULE A SCOPE OF WORK

- The amount of this contract represents at 100% complete job and includes completion of all pick up within two (2) days of notification. Includes re work of walls damaged during construction and normal trade diamages. This does not mean patching walls/ceilings where trades have cut openings into gypsum treas to install or correct their work.
- 2 Subcontractor has allowed for loading of all his materials etc. with such equipment as staging, reach machines and/or cranes, as part of this contract agreement including the supports necessary to structurally hold up floors when materials are placed onto floors.
- 3 4 qualified person shall be on site at all times when drywall work is in progress. This person will handle all aspects of his Subcontractor's work.
- 4 All walls cutlings and exterior utility clovers and garage interiors shall receive finish conticonsistent with sample and specifications
- 5 All areas to receive 5/8 Type X tire rated gypsum board

- 6 One layer of 5/8. Type X, lire rated gypsum board each side of party wall from slab to top floor ceiling with resilient channel at one side
- 7 Two layers of 5/8. Type X, fire rated gypsum board each side of two (2) hour division, walls from floor to roof sheathing with two layers at the 5.0 artic return.
- 8 Two layers of 5/8 Type X fire rated gypsum board at all top floor ceilings
- 9 One river of 5/8. Type X, fire rated gypsum hoard at attic draft stops
- 10. One layer of 5/8. Type, X. fire rated gypsum board at furred down ceiling in units. One layer 5/8, at bottom of drop. Include curtain and seal
- 11 Water resistant aypsum board behind tubs and showers
- 12 Rounded metal cornerbead throughout
- 13 Resilient acoustical scalant at party walls
- 14 Fire caulking as required per code
- 15 Walls to be finished per sample and specification type texture
- 16 Penetrations which are the responsibility of drywall subcontractor shall be included
- 17 Prelim to be as follows 1 layer 5/8" behind rubs
- 18 Elevators to be 1 layer 5/8 X each side to top of shaft
- 19 All I hour shafts to be I layer 5/8 X each stoe (including trash chutes)
- 20 Stairwells to be 1 layer 5/8 A each side with 2 layers 5/8 X on ceiling at 3rd floor
- 21 All lobby areas to be 2 layers 5/8 X on all ceilings and 1 layer 5/8 X on all walls
- 22. Areas to receive water resistant drywall shall be timished with water resistant drywall mud and texture
- 23 The above attempts to list in part assemblies in case of conflict order of precedence shall be code plan and specifications. In no case shall assembly be less than required by code.
- 24. All vertical built joints shall be faced nailed with 1-1/2 drywall nails
- 25 It shall be the responsibility of the Subcontractor to completely cover and mask all apartment heating units windows, fireplace mantle hearth and tace, and all exposed tiems in such a manner as to protect the items through finishing stages. Protective coverings shall be installed before drywall hanging operation is started.
- 26 All drywall shall be installed and limished in a first class condition. No drywall shall be installed over crooked, twisted, or out-of plumb walls in half be the responsibility of this Subcontractor to inspect all framing prior to drywall installation and to notify the Project Superintendent in writing of any and all framing corrections required. This provision will be strictly enforced.
- 27 Waliboard shall be hung with ipi g dimension of the board at right angles to the framing
- 28 Nailing shall be in accordance with the double nailing system. All shear nailing shall comply with requirements of applicable codes and regulations for this project.
- 29 All external corners shall be protected with Dur A. Boad (rounded or radius) or approved equal with full length pieces from floor to ceiling
- 30 All wallboard shall be cared over all door and window openings and floated with drywall mud so that no window flanges are visible. Drywall and flush all windowsils
- 31 Subcontractor shall install Milcore at all attic accesses or at junction of dissimilar materials
- 32 Subcontractor agrees to coordinate with all trades and in particular the rough carpenter with regard to the two (2) hour party walls and tub installer to ensure drywall is placed behind the tubs before installation
- 33 Particular care shall be taken in making cut outs for electrical poxes and plumbing pipes to insure near and right fits
- 34 Concealed tours and nail depressions shall receive a full three coat application of vinyl joint compound
- 35 Ceilings shall be finished in accordance with plan finish schedule. Ceilings that are scheduled enamel shall be finished to receive stipple enamel finish.





- or stocking and storage of his own material including theft or damage of any kind and shall include protection
- 37 Subcontractor shall be responsible for pick up and removal of all scraps on a daily basis from the job site with special care being given to pick up and removal of all mud boxes
- 38 Subcontractor shall remove all excess drywall materials mud texture and over spray from electrical hoxes, doors wind we showers next registers, frequence faces hearths, and any other surfaces that are not specified to receive drywall and shall include scraping of floors. Removal of drywall material will take place after all board is hung. Electrical boxes will have excess mud removed from each location
- 39 All Subcontractors clean up work shall be done to the complete satisfaction of Project Superintendent. If cleanup work is incomplete or unsatisfactory to Contractor and results in extra work for cleaning any of the above items, all expenses for this work will be chargeable to this Subcontractor
- 40 Drywall installation shall be inspected for blisters and nail pops, and necessary repairs will be inade prior to painting
- 41 Guarantee of workmanship includes all repairs of mill pops beaded joints initial pops etc

- 42 Texture samples shall be submitted to Contractor for approval prior to start of texture operation
- 43 Lay gypsum wallboard lid (ceiling piece) in place as tight as framing will allow. Caulk the bottom and top inside of the side wall piece or caulk the room side of the header and plate. Run a boad of caulking along the vertical part of the frame where the wall board edges abut the Frame or run a head along the inside venical edges of the wall board. Push the sidewall panels in place squeezing the caulking material wherever it will go and remove the excess
- 44 Closets and utility closets shall be timished as the same conditions as unit walls and ceilings

SCHEDULE B CONTRACT DOCUMENTS

The following plans and other documents listed below constitute the Contract Documents

1 1

Plans And Documents	Dated	Prepared By
Architectural Plans		
Sheets T 1 GN 1 GN 2 GN 3 GN-4 HC 1 SP 10 SP 11 SP 12 SP 13 SPD	08/08/05	KTGY Group
1 SPD 2 A 10 A 20 A 21 A 22 A 30 A 40 A 50 A 60 A 70 A 80 A-]	17992 Mitchell South
90 A 9 L A 92 A 93 A 94 A 95 A 96 A 97 A 100 A 101 A 102 A j	}	Irvine CA 92614
103 A 104 A 105 A 106 A 107 A 108 A 109 A 110 A 11 L A 112 A	}	
113 A 114 A 115 AA 00 AA 10 AA 20 AA 30 AA 40 AA 50 AA 51	}	
AA 61 AA 62 AA 63 AB-00 AB 10 AB 20 AB 30 AB-40 AB 50 AB	1	
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5 AB 6 AB 6 A AB 6 2 AB-6 2A AB-6 3 AB-6 3A AC-0 0 AC 1 0 AC	Į.	
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AC 63A AD-00 AD 10 AD 20 AD 30 AD 40 AD 50 AD 51 AD 61 AD		
61A AD 62 AD 62A AD 63 AD 63A, AE 00 AE 10 AE 20 AE 30 AE		
40 AE 50 AE 51 AE 61 AE 62 AE 63 AF 00 AF 01 AF 10 AF 11 AF		
20 AΓ 21 AF 30 AF 31 AΓ 40 AF 50 AF 61 AF-62 AF 63 AG 00 AG		
01 AG 10 AG 11 AG 20 AG 21 AG 30 AG 31 AG 40 AG-41 AG 50		
AG 51 AG 61 AG-61A, AG 62 AG 62A AG-63 AG 63A D-10 D 11 D		
12 D 20 D 30 D 40 D 50 D 60 D 70		
	 	
Civil Plans.	11/09/05	Favora Factorina Inc.
Private Sewer and Water Plan	11/09/05	Favreau Engineering Inc
Sheets I – 6		3434 Via Lido Sune 250
		Newport Beach CA 92665
Precise Grading Plan (For Review Only)	08/15/05	
Sheets 1 – 23	ı	
Markers 4 and		
Electrical Plans	W.Z. 1.	
Sheets E 0 1 E 0 2 E 0 3 F 0 4 E 0 5 E 0 6 E-0 7, E 1 1 E 1 ! A E 2 1 E 2 2 E-	08/04/05	DGM & Associates
23 E 24 E 31 E 32 E 33 E 34 E 41 E-42 E-43 E-44 E 51 E 52 E 53		125 E. Baker Street, Suite 150
E 3 4 E 6 1 E 6 2 E 6 3 E -6 4 E 7 1 E 7 2 E 7 3 E 7 4 E 7 3 E 7 6 E 7 7 E		
		Costa Mesa CA 92626
81 E 82 E 83 F 84 E 85 E 86 E-87 E 88 E 91 E-92 E 93 E 94 E 95		Į
E 96 E 97 E 98 F 99 E 10 E 10 2 E 11 E 12 E 13 E 13 2 E 13 3 C		
134 E 135 E 136 E 137 E 141 E 151 E 152 E 153 E 161 E 162]
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Landscape Plans	DOM: 10:	
Sheets LOO L1 1 L1 2 L1 3 L1 4, L2 1 L2 2 L2 3 L3 1 L3 2 L3 3 L3 4 L4 1	09/21/05	Ridge Landscape Architects
L42 L51 L52 L53 L54 L61 L71 L72 L73 L74	ļ	3841 Research Drive Suite 200
	1	Irvine CA 92618
	<u> </u>	
Mechanical Eñergy Plans:	1" [<u> </u>
Sheets M 0 M 1 M-12 M 20, M 21 M-30 M 31 M-40 M-41 M 50 M	07/18/05	TAD Engineering
5 M 6 0 M 6 M-70 M 7 M-8 0 M 8 M 9 0 M 9 M 0 0 M 0 EN	į	4633 East Bond Avenue
10 EN 11 EN 20	i	Orange CA 92869
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Plumbing Plans	+,	the state of
Sheets PO 1, PO 2 PO 3 P 1 0 P 2 0 P 3 0 P-4 0 P 5 0 P 5 1 P 5 2, P 5 3 P 5 4	08/08/05	DGM & Associates
P 60 P 61 PA 10 PA 20 PA 30 PA 40 PB 10 PB 20 PB 30 PB-40 PC		125 E Baker Street Suite 150
10 PC 20 PC 30 PC 40 PD-10 PD 20 PD-30 PD-40 PE 10 PE 20 PE	1	
	}	Costa Mesa CA 92626
30 PE-40 PF 10 PF 20 PF 30 PF-40 PG 10 PG 11 PG 20 PG 21 PG		1
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30 PG 31 PG-40 PG 41	1	1
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Soils Report(s)	06/17/05	
	06/17/05	Allwest Geoscience Inc
Soils Report(s)		Allwest Geoscience Inc 1751 Jenks Drive
Soils Report(s)		Allwest Geoscience Inc
Soils Report(s) Geotechnical Engineering and Engineering Geologic Report of Rough Grading		Allwest Geoscience Inc 1751 Jenks Drive
Soils Report(s) Geotechnical Engineering and Engineering Geologic Report of Rough Grading Structural Plans	06/17/05	175) Jenks Drive Corona, CA 92880
Soils Report(s) ~		Allwest Geoscience inc 1751 Jenks Drive Corona, CA 92880
Soils Report(s) Soils Repo	06/17/05	Allwest Geoscience inc 1751 Jenks Drive Corona, CA 92880 Daie Christian Structual Engineer 1748 West Katella Suite 208
Soils Report(s)	06/17/05	Allwest Geoscience inc 1751 Jenks Drive Corona, CA 92880
Soils Report(s) Soils Repo	06/17/05	Allwest Geoscience Inc 1751 Jenks Drive Corona, CA 92880 Daie Christian Structual Engineer 1748 West Katella Suite 208
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Soils Report(s) Soil Section 40 1340 - Submittals Structural Plans	06/17/05	Allwest Geoscience inc 1751 Jenks Drive Corona, CA 92880 Daie Christian Structual Engineer 1748 West Katella Suite 208 Orange CA 92867
Soils Report(s) Soils Report(s) Soils Report(s) Structural Plans	06/17/05	Allwest Geoscience inc 1751 Jenks Drive Corona, CA 92880 Daie Christian Structual Engineer 1748 West Katella Suite 208 Orange CA 92867
Soils Report(s) Soil Section 40 1340 - Submittals Structural Plans	06/17/05	1751 Jenks Drive Corona, CA 92880 Daie Christian Structual Engineer 1748 West Katella Suite 208 Orange CA 92867 G Companies Construction inc 1105 Quail Street

SUBCONTRACTOR HEREBY ACKNOWLEDGES THAT ALL OF THE ABOVE DOCUMENTS ARE ON FILE AND HAVE BEEN MADE AVAILABLE TO SUBCONTRACTOR FOR INSPECTION AND REFFRENCE AT CONTRACTOR S OFFICE



SCHEDULE C PROJECT SPECIFICATIONS

SECTION 40-1340 SUBMITTALS

` PARTI GENERAL

11 RI LATED DOCUMENTS

1.

- A Provisions established within the General and Supplementary General Conditions of the Contract Division 1 General Requirements and the Drawings are collectively applicable to this Section
- B Reference Section 40 1630 Product Options and Substitutions for substitutions and National Purchase Agreements SUMMARY
- A General Provisions
 - Provisions in this section are mandatory procedures for preparing and submitting samples, shop drawings and product data.
 - 2 Job delays occasioned by requirement of resubmission of samples, shop drawings and product data not in accord with Contract Documents are Subcontractor is responsibility and will not be considered valid justification for extension of time.
- B Submittal Los
 - Subcontractor to complete Submittal's Log and submit proposed Submittal Schedule to Contractor for review within thirty calendar days following Notice to Proceed
 - 2 Schedule purpose is to
 - Demonstrate that submittals shop drawings data samples and mock ups required for work are addressed by Subcontractor
 - Demonstrate consistency with Subcontractor is proposed Progress Schedule
 - Assist Contractor in scheduling timely review/approval action of submittals
 - Schedule contents Description of submitted item, proposed date of submittal or availability for review by Contractor and proposed date of requested return by Contractor allowing twenty work days for Contractor processing
 - Within fifteen calendar days after Contractor's receipt of Submittal Schedule. Contractor and Subcontractor shall jointly review schedule and mutually agree to acceptability or necessary modifications.
 - Submit accepted schedule within ten calendar days after joint review date
- 13 NATIONAL ACCOUNT PURCHASE AGREEMENTS
 - A National Account Material Verification Form. For materials purchased through national account purchase agreements as outlined in Section 40-1630. Product Options and Substitutions. Completed product lists including location brand supplier and model number must be submitted in lieu of product data submitteds.
 - B Submit revised drawings to demonstrate installation as outlined in Section 1.6 below
 - C. Material Verification Form (available from Contractor) must be completed by Subcontractor and submitted with Closeout Binder
 - D Contractor requires written proof of purchase for purchases made under National Purchase agreements, including, but not limited to shingle and fiber cement siding purchases
 - E Substitutions if allowed, will conform to Section 40-1630 Product Options and Substitutions
- 14 MOCK UPS ALL SYSTEMS
 - A Furnish and install ∠ shaped mock up or other acceptable means of depicting the following systems
 - l Framing
 - 2 Sheath ng.
 - 3 Siding, including trim and accessories
 - 4 Roofing
 - 5 Painting
 - 6 Window/door frames
 - B Furnish one cabinet mock up per Section 51 2600 Cabinets
 - C Mock-ups to remain on site until final project completion
 - D. Accepted mock ups shall represent the standard of quality for the project,
 - E Mock ups to be approved by Owner prior to implementation of building systems
- 15 SAMPLE PREPARATION
 - A Prepare samples in sizes shapes and finishes in accord with provisions of individual specification sections
 - B Samples furn shed under this section are not to be confused with full size on site. Mock Ups, called for in some specification sections.
 - C Number of samples submitted Three (3) Two (2) required by Contractor plus one (1) which will be retained by Owner unless otherwise indicated
 - D Samples Requiring Color Selection
 - 1 Submit at earliest practical time
 - No color selections will be made until all colors can be chosen and issued at one time in form of color schedule
 - Approvals and color selections will not be made unilaterally where samples or selections regarding adjacent materials must be made for aesthetic ournoses
- 16 SHOP DRAWING PREPARATION
 - A Conform to the Following Requirements
 - 1 Number sheets consecutively
 - Indicate working and etection dimensions and relationships to adjacent work. Concurrent submittals of different aspects of work may be required by Contractor as deemed necessary to demonstrate Subcontractor's ability to understand these relationships and coordinate Work.
 - 3 Indicate
 - a Arrangements and section views as applicable
 - b Material gauges thickness finishes and characteristics
 - c Anchoring and fastening details include information for making connections to adjacent work
 - 4 Provide 3 inch by 3 inch clean space in the lower right hand area for entry of the Contractor's and the Architect's stamp
 - Cross reference drawing details and specification paragraphs applicable to submitted data
 - Submit blue line copies of shop drawings. Provide copies as follows.
 - 1 Number required by Subcontractor for coordination and execution of Work
 - 2 Two (2) copies for Owner and Contractor's files
 - 3 Copies retained by Architect as follows



- k designed by engineers or other consultants. Two copies
- All other work one copy

PRODUCT DATA PREPARATION

1

- A Include product manufacturer's standard printed material dated with product description and installation instructions indicated delete data not related to this Project or mark. VOID as applicable
- Number of copies submitted. Number required by Contractor plus two which will be retained by Owner's Representative, and one (1) copy per reviewing architect/engineer consultant

18 CONTRACTOR S REVIEW

- A Review submittals and stamp with approval action stamp containing Subcontractor's name work Approved signed initials of approving agent, date of approval action review notes comments and corrections required prior to submission to Contractor By so noting, Subcontractor indicates that he has reviewed and approved materials, equipment, quantities and field verified dimensions represented by particular submittal
- Subcontractor represents by submitting samples shop drawings and product data that he has compiled with provisions specified above. Submissions made without Subconiracion's approval indicated thereon will be returned without being reviewed for compliance with this requirement
- C Date each submittal indicating name of Project. Architect Engineer Contractor Subcontractor as applicable description or name of sourpment, material or product and identify Work use location
- D. Accompany submittal with transmittal letter containing project name. Contractor's name number of samples or drawings titles and other pertinent data. Outline deviations, if any in submittels from requirements of Contract Documents

19 ARCHITECT S REVIEW

- A Review submittal with reasonable promptness to cause no delay in Work.
- B. Review is only for conformance with design concept of project and information in Contract Documents. Review of separate item shall not indicate approval of an assembly in which item functions
- Architect will return submittals to Contractor for distribution

1 10 RESUBMISSION

- Make corrections and changes indicated for unapproved submissions resubmit in same manner as specified above until Architect or Owner's approval is obtained
- B Direct specific attention to revisions other than corrections requested by Architect on previous submissions af any in resubmission transmittal

III DISTRIBUTION

- A Subcontractor is responsible for obtaining and distributing copies of submittal to his Subcontractors and material suppliers
- Maintain orderly file of all approved submittals bearing Architect's Engineer's or Owner's starmp for Project duration deliver to Contractor as part of Project closeous documents

END OF SECTION 40-1340 - SUBMITTALS

SECTION 40-1615 DELIVERY STORAGE AND HANDLING

PART I GENERAL LI SUMMARY

- A Requirements of this section are general in nature. Refer to individual specification sections for additional specific requirements
- B Delivery
 - Deliver manufactured products to project site in manufacturer's original packaging with labels and seals intact. Labels shah indicate manufacturer and product name description mixing and application instructions and fire resistive
 - 2 Inspect materials upon delivery to ensure proper material color type and quantity
 - Deliver finish materials only after spaces are enclosed and adequate indoor storage facilities are available

C Storage

- Store materials and equipment under cover off ground at least four inches and protect from excessive heat and freezing except for materials not subject to damage or deterioration by contact with environmental conditions. Observe manufacturer's recommendations for positioning separation and ventilation as applicable
- 2 Prevent corrosion, sorting, breakage of materials or contact with deleterious materials
- Store and handle products subject to spillage in areas where spills will not deface finished surfaces or other Work or contaminate soil
- 4 Frammable or hazardous materials
 - Store minimum quantities in protected areas
 - Provide appropriate type fire extinguisher near storage areas
 - Observe manufacturer's precautions and applicable ordinances and regulations.
- 5 Comply with each manufacturer's instructions and recommendations for products storage and handling
- 6 Provide material safety data sheet for all required materials in accordance with governing regulations

D Handling

- 1 Handle materials and equipment to prevent damage deterioration or contamination
- 1 Installation of materials which are physically damaged or stained prior to time for installation is prohibited

E Inspection and Installation

- Comply with manufacturer's product data in all aspects of basic material usage, handling installation and substrate preparation except where more stringent requirements are specified in contract documents
- 2 Be responsible for verifying and obtaining proper substrate conditions tolerances and material alignments to ruceive applied or attached materials and construction
- 3 Provide substrates sound clean dry and tree of imperfections or conditions which would be detrimental to reception of
- Align material to give smooth uniform surface planes within specified tolerances and straight plumb surfaces
- inspect substrates prior to installation of applied materials. Correct unacceptable conditions prior to proceeding with Work
- Provide finished surfaces clean uniform and free of damages soiling, or defects in material and finish
- Finished surfaces. Match color and texture of samples provided or approved by Contractor
- Protection
 - Protect finished surface's from damage and soiling during application, drving or curing, as appricable
 - Provide temporary protective coverings or barriers as required

SECTION 40 1705 - CLEAN UP

1 PART 1 GENERAL

11 RELATED DOCUMENTS

1 1

A Provisions established within the General and Supplementary General Conditions of the Contract Division 1 - General Requirements and the Drawings are collectively applicable to the Section

12 SECTION INCLUDES

- A Clean up during construction
- B Subcontractor clean up
- C Final clean up

13 SAFETY REQUIREMENTS

A Store volatile and toxic waste in covered metal containers. Remove from Project site daily. Provide adequate ventilation during use of volatile or toxic substances.

B Prohibited practices

- Allowing volatile or toxic wastes to accumulate on Project site
- 2 Burning or burying of waste materials or rubbish on Project site
- 3 Disposal of volatile wastes such as mineral spirits oil or paint thinner in storm or sanitary drains on pavements in autiers or downspools or on Project site.
- 4 Disposal of waste or cleaning materials which contain materials harmful to plant growth on Project site
- C Clean up accidentally spilled materials as quickly as possible in accordance with governing regulations

1.4 CLEAN UP DURING CONSTRUCTION

- A Execute cleaning procedure to ensure that building. Project site and adjacent properties are maintained free from debris and rubbish.
- B Wet down materials subject to blowing. Throwing waste materials from neights is prohibited
- C Provide on site containers for waste collection. Place all waste materials and rubbish in containers daily to prevent accumulation. Remove waste from Project site when containers become full.
- D Legally dispose of all waste materials rubbish volatile materials and cleaning materials off Project site
- E Clean and maintain interior spaces prior to start of finish painting in a broom clean state until Date of Completion Protect newly finished and clean surfaces from contamination during cleaning operations
- F Accumulation of debris contributing to survival or spread of rodents, roaches or other pests is prohibited
 - 1 Remove debris containing food scraps on a daily basis
 - 2 Subcontractor shall be responsible for securing services of a pest exterminator at no additional cost to the Contractor of required by site conditions during construction.
- G Disposal of materials in waterways in prohibited
- H Graffiti or other similar distasteful comments or illustrations authored on any building materials used on Project is prohibited Monitor Project for violations of this criteria and if found take appropriate action immediately to cover or replace defaced materials as necessary

15 SUBCONTRACTOR CLEAN UP

- A Each Subcontractor on Project site is required to conform to particular requirements of this complete Section 40 1705 Clean up.
- B Each individual Subcontractor is required to maintain Project site individual buildings and units within buildings clean and near regarding work included under their separate contracts with Contractor
- C. If Subcontractor fails to keep Project clean or to clean up waste material resulting from work under his Contract at times scheduled. Contractor may clean up and apportion costs to responsible subcontractors after twenty four (24) hour written notice.

16 FINAL CLEAN UP

- A. In addition to removal of debris and cleaning specified in other section, clean interior and exterior exposed to view surfaces
- B Remove temporary protection and labels not required to remain
- C Clean finishes free of dust stains, films and other foreign substances
- D Clean transparent and glossy materials to a polished condition remove foreign substances
- E Vacuum clean carpet and similar soft surfaces
- F Clean damp mop wax and polish resilient and hard surface floor as specified
- G Clean surfaces of equipment, remove excess lubrication
- H Clean plumbing fixtures and food service equipment to a sanitary condition
- 1 Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction in addition clean ducts blowers and coils when units have been operated without filters during construction
- J Clean light fixtures and lamps
- K. Maintain cleaning until Final Completion
- L Remove wastel foreign matter and debtis from roofs gutters areaways and drainage systems
- M Remove waste debris and surplus materials from site. Clean grounds, remove stains, spills and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

END OF SECTION 40-1705 - CLEAN UP

SECTION 50-9250 - DRYWALL AND TEXTURE

- I PARTI GENERAL
 - 11 SUMMARY
 - A Related Sections
 - 1 Section 50-6105 Rough Carpentry
 - 2 Section 30 6110 Finish Carpentry
 - 3 Section 50 7200 Building Insulation
 - 4 Section 50 9900 Painting
 - 12 REFERENCES
 - A Standard of the Following as Referenced
 - 1 American National Standards Institute (ANSI)

, Al Instal

- 2 Feds Leification (Fed Spec)
- Gypsum Association (GA)
- 4 Underwriter's Laboratories Inc (UI)

13 SYSTEM DESCRIPTION

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- A Design Requirements
 - 1 Fire resistance ratings. Construct designated walls and ceilings in accord with indicated UL design numbers or other approved association numbers.
 - 2 Sound rating Construct designated partitions in accord with manufacturer's submitted product data for obtaining indicated Sound Transmission Class (SIC) rating required by City (minimum 50)
- B Sound Rating (Option)
 - 1 Party wall construction 5/8 over 5 drywall both sides
 - 2. Drop all ceilings under vinyl areas 6, that are not already dropped and insulate all dropped ceilings with R 11 insulation
 - 3 Install neoprene mountings on all recessed vent fans
 - 4 Insulate the second demising or party wall with R-11 insulation

14 DELIVERY STORAGE AND HANDLING

- A Storage
 - 1 Stack gypsum board providing continuous support for gypsum board to prevent sagging. Stack gypsum board in manner to prevent long lengths over short lengths. Stock perpendicular to joists on upper floors.
 - 2 Store adhesives in dry area provide protection against freezing at all times
 - 3 Do not overload floor system
- 1.5 PROJECT CONDITIONS
 - A Install gypsum board only after building is enclosed except for pre rock conditions as required by plans local codes and ordinances
 - B Ventilation
 - i. Provide ventilation during and following adhesive and joint treatment application
 - 2. Use temporary air circulators in enclosed areas lacking natural ventilation
 - 3 Allow additional drying time between coats of joint treatment, under slow drying conditions
 - 4 Protect installed materials from drafts during hot, dry weather
 - C Texture Contractor must approve condition of taping joints prior to application of texture
- 16 SUBMITTALS
 - A Submit under provision of 40 1540 Submittals
 - 3 Submit two 2 x 2 texture samples for Owner approval

2 PART 2 PRODUCTS

- 2 I MANUFACTURERS
 - A Acceptable manufacturers Products of the following manufacturers are acceptable for use except certain manufacturer s products may be required for use in proprietary rated assemblies. ONLY those proprietary rated products are to be used per the listed assembly.
 - 1 Domtar Gypsum
 - 2 Flintcote Gypsum Products Dept/Genstar Building Materials Company
 - 3 Georgia-Pacific Corp
 - 4 Gold Bond Building Products/National Gypsom Company
 - 5 US Gypsum Company
 - 6 Eagle Rock
 - Approved Equal

22 COMPONENTS

- A Gypsum Board
 - 1 Regular gypsum board Meeting ASTM C36-80 and Fed Spec SS L 30D Type III Grade R, Class I forms A and C thickness indicated tapered edges
 - 2 Fire retardant gypsum board. Meeting SSTM C36-85 and Fed. Spec. SS-1, 30D. Type III. Grade X. Class.). Type X, 5/8 thickness, tapered edges.
 - 3 Special rated gypsum board
 - a Acceptable product U.S. Gypsum Company Sheetrock Firecode and Firecode "C"
 - b Characteristics
 - Thickness 5/8"
 - Meet ASTM C36 85 and Fed Spec SS L 30D Type III Grade X Class 1
 - Specially formulated Type X core to achieve superior performance whim used in specific fire rated assemblies
 of UL GA FM WHI and other code recognized testing laboratories or agencies and indicated in specific test
 reports generally as proprietary type X
 - Water resistant typesum board. Meeting ASTM C630-85 and Fed. Spec. SS L 30D. Type VII. Grade W or A. Class 2 thickness indicated. Regular and Type X. tapered edges.
 - 5 Gypsum sheathing per structural plans
- B Sound Control Materials Specified in Building Insulation section
- C Fire rated insulation for Rated Assemblies Specified in Building Insulation section
- - Acceptable manufacturers
 - Finicote Gypsum Products Dept /Genstar Building Materials Company
 - b Georgia Pacific Corp
 - c Gold Bond Building Product/National Gypsum Company
 - d US Gypsum Company
 - 2 UL system fire resistive rating Indicated on drawings
- E Fire Resistant Exterior Gypsum Soffit Board
 - 1 A gypsum core soffit panel with additives to enhance the fire resistance of the core surfaced with water repellant paper on front back and long edges and complying with ASTM C931 type X 5/8 thickness (Gold Bond Fire Shield Soffit Board or equal)
- Fasteners
 - 1 Screws for gypsum board application. Do Not Use For Shearwalls



- tion of single layer of Lypsum board to wood framing. Meet ASIN ... 1002-83. Type W 1-1/4. Tength
- Gypsum board to gypsum board application. Meet ASTM C 1002-83, Type G-1-1/2, bugle head b
- Applications not listed. Conform to gypsum board manufacturer is product increase for conditions encountered
- 2 Nails

 ι_{-1}

- Regular board 12 1/2 gauge annular ring type meeting ASTM Co14 84 1 1/4 long for board to 1/2 thickness 1 3/4 long for 5/8" thickness board
- Fire rated board. Length required for rated assembly
- Applications not listed. Conform to gypsum board manufacturer's product literature for conditions encountered

G Joint Materials and Adhesivus

- Joint tape. Meeting ASTM C475 8 I and Fed. Spec. SS J 570B. Type II. perforated
- 2 Joint compound Meeting ASTM C475 81 and Fed Spec SS 1 570B. Type 1 vinyl base ready mixed tape embedment and topping compounds

H Accesso ies

- 1 Corner reinforcement. Galvanized steel with 1-1/4 wide franges, similar to U.S. Gypsum Company Dur-A Bead Bulinose Rounded corners
- 2 Meral jamb ceiling and casing trim Manufacturer's standard U and L shaped galvanized member providing edge. protection and neat finished edges similar to U.S. Gypsum Company, 200 A and 200 B, respectively
- Resilient channel Minimum 25 gauge galvanized steel manufacturer's standard type. Use U.S. Gypsum Company RC I Resilient Channel
- Plastic trim shapes. Types approved by Owner for intended use

Texture

- 1 Owner's Representative shall approve condition of taping joints prior to application of texture
- Ceilings knock down or as approved by Owner
- Walls Knock down or as approved by Owner

PARTS EXECUTION

INSTALLATION

- A Furring Attach resilient channels to bottom of floor joists at spacings required in accord with requirements of tested and rated assembly indicated
- B Gypsum Board General
 - Instail gypsum board in accord with manufacturer's product data. GA 2 16.85, and ASTM C840.87, except where more stringent requirements are specified
 - 2 Use gypsum board of maximum lengths to minimize end joints. Stagger end joints.
 - 3 Abut gypsum board without forcing. Fit ends and edges of gypsum board. Do not place butt ends against tapered edges
 - Support ends and edges of gypsum board panels on framing or furring members
 - Install gypsum board accessories in accord with gypsum board manufacturer's product data
 - Smoke barriers. Construct at locations indicated. Seal all terminations and penetrations required by City
 - 7 Coordinate installation of special fire rated insulation specified in Building Insulation section

Gypsum Board Single Layer Installation

- Cerlings
 - Apply gypsum board with long dimension at right angle to framing or RC channel
 - Terminate ends and edges of gypsum board on furring members
 - c Attach in accord with requirements for tested and rated assemblies as indicated
- For two-layer system refer to USG Gypsum Construction Handbook.
- 2 Walls
 - a. Apply gypsum board horizontally or approved design
 - Stagger end joints in opposite sides of partitions
 - Terminate gypsum board ends on framing or furring members
- 3 Fastening per code
- Gypsum Board Joint Treatment
 - Apply joint compound to joints and angles in gypsum board and embed joint tape. Apply two additional coats of compound over lape, allow drying between coats, featheredge and sand or damp sponge smooth each coat
 - Walls Apply three coats compound minimum over fastener depressions sand or damp sponge smooth each coat pring to level plane of gypsum board surface
 - Apply minimum of two coats of compound over fastener depressions at all ceilings sand or damp sponge smooth both coats. Leave ready for texturing as specified by Owner's Representative
 - 4 Fastener pop
 - Repair fastener pop by installing second fastener approximately 1/12 from fastener pop and reseat fastener
 - Where face paper is punctured drive new fastener approximately 1 1/2 from defective fasteners and remove
 - Fill damaged surface with compound and sand or dump sponge smooth to level of plane of gypsum board
 - Fill cracks with compound sand or damp sponge smooth and flush
 - Dust surfaces leaving ready for decoration
 - Texture
 - install per manufacturers recommendations

END OF SECTION 50 9250 - DRYWALL AND TEXTURE



PAYN

Project WILKGE WAVMUNRITA 455
Addres 151 WEST ARROW HIGHWAT
Addres 151 WEST ARROW HIGHWAT
134 DIMAS CA 11773

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SCHEDULE D PAYMENT SCHEDULE

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Exhibit "B"

Recording Requested By Marc S. Hines, Esq Michelle A. Chiongson, Esq HINES SMITH CARDER 3080 Bristol Street, Suite 540 Costa Mesa, California 92626

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DOC # 2008-0022501

Conformed Copy

Has not been compared with original

County of Riverside
Assessor County Clerk & Recorder

When recorded Mail to Marc S Hines Esq Michelle A Chiongson, Esq HINES SMITH CARDER 3080 Bristol Street Suite 540 Costa Mesa, California 92626

Space above this line for recorder's use only

MECHANIC'S LIEN (Claim of Lien)

(To be recorded in the county recorder's office in the county in which the property is located.)

NOTICE IS HEREBY GIVEN that CAPITAL DRYWALL, LP.

as the Claimant, clams a lien for labor, service, equipment, or materials under Section 3082 et seq of the Civil Code of the State of California, upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein

Said labor, service, equipment or materials, were furnished for the construction of those certain buildings improvements, or structures, now upon that certain parcel of land situated in the City of <u>Murrieta</u>, County of <u>Riverside</u>, State of California, said land described as follows

LEGAL DESCRIPTION Village Walk Project located at 24415 Village Walk Place in the City of Murrieta, County of Riverside, State of California

Said lien is claimed for the following labor, services, equipment and/or materials: **DRYWALL INSTALLATION**

After deducting all just credits and offsets, the amount due is \$1,661,723 13, plus interest at the legal rate

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor services, equipment or materials is <u>G Companies Construction</u>, Inc. P O Box 2990, Newport Beach, CA 92658

The name and address of the owner or reputed owner of the real property is Murrieta Village Walk LP, 1105 Quail Street, Newport Beach, CA 92660

Dated January 14 2008

Name of Claimant CAPITAL DRYWALL, LP

эу

Michelle A Chiongson, Esq HINES SMITH CARDER

Attorneys and Authorized Agent of Claimant

Verification

I the undersigned declare I am the agent of the Claimant named in the foregoing claim of mechanics, lien and am authorized to make this verification for the Claimant. I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true of my own knowledge

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Executed on January 14 2008 at Costa Mesa California

Exhibit "C"

STOP NOTICE (PRIVATE WORK) [CC §§3103, 3158, 3159]

BONDED STOP NOTICE

To BANK OF THE WEST 3000 Oak Road, Suite 400 Walnut Creek, California 94597

This is to notify you that the undersigned claimant, CAPITAL DRYWALL, LP, ("Claimant") located at 1341 W. Arrow Highway, San Dimas, CA 91773, furnished to G. COMPANIES CONSTRUCTION, INC., labor, services and materials for insulation to be used and actually used in the Village Walk /Murrieta 453 Project in the construction of the work of improvement for that certain real property located in the City of Murrieta, County of Riverside State of California, and more particularly described as

Village Walk/Murrieta 453
24415 Village Walk Place
Murrieta County of Riverside State of California

The contract price for the labor, services and materials is the sum of \$2,845,492 00. After application of all applicable payments and credits, there remains now presently due and owing to Claimant, for the reasonable value of the labor, services and materials provided to the project the sum of \$1 661 723 13. This sum has not been paid to date

The name and address of the owner or reputed owner of the real property is Murrieta

Village Walk LP 1105 Quail Street, Newport Beach California 92660

WHEREFORE, Claimant claims the benefit of the law given to laborers and materials men under and by virtue of Civil Code sections 3156 et seq and requests that you withhold funds to satisfy this claim

Dated February 6, 2008

MICHELLE A CHIONGSON, ESQ

HINES SMITH CARDER

Attorney and Agent for Capital Drywall LP

VERIFICATION

1 ,

I am the attorney and agent for Capital Drywall LP, Claimant on the foregoing stop notice, and am authorized to make this verification for and on behalf of said Claimant. I have read the foregoing stop notice and know the contents of the stop notice, containing among other things a correct statement of Claimant's demands after deducting all just credits and offsets, to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct Executed on February 6, 2008 at Costa Mesa, California,

MICHELLE A CHIONGSON

Declarant

Notes Use of form A stop notice can be given to the owner by anyone entitled to a mechanics' lien except the original contractor [CC § 3158] Anyone entitled to a mechanics' lien, irrelucing the original contractor, can give a stop notice to the construction lender [CC § 3159] Service of a stop notice is effective only if the claimant has already given the 20-day prelimmary notice in accordance with CC § 3097 [CC § 3160] To compel the withholding of funds, the claimant must file a bond in the amount of one and one quarter the amount of the claim [CC § 3083] Required contents and service of stop notice. The stop notice must contain all of the following information (1) a description of the kind of labor, services, equipment or materials furnished or agreed to be furnished by the claimant, (2) the name of the person to whom the labor, services, equipment or materials were furnished, (3) the amount in value of the work done or furnished and (4) the name and address of the claimant [CC § 3103] The stop notice must be served in accordance with CC § 3103

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BOND NO. 105071171 PREMITIM: \$41,543 00

BOND TO ACCOMPANY STOP NOTICE ON PRIVATE WORK Pursuant to Saction 3083 California Civil Code

1 1

know all men by these presents: That we, Capital Drywall LP Principal, and Travelers Casualty and Surety Company of America corporation organized and existing under the laws of the State of and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto Bank of the West ., as Obligee, in the sum of two Million Seventy Seven Trousand One Dollars {\$2 077 153 91 lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH THAT. Whereas, the above-named Principal has furnished labor and/or materials, or both to G Companies Construction, Inc in connection with the construction of certain building improvements located at Village Walk/Murneta 453, 24415 Village Walk Place Murrietta, County of Riverside, State of California and WHEREAS, said Principal has filed or is about to file a verified claim covering said labor and/or materials, pursuant to Section 3156, et seq., of the California Civil Code, and has requested or is by said verified claim now about to request the Obligee who is holding building funds, to withhold said funds, and in accordance with said Sections and Section 3083, said Principal is required to file a bond in the sum first set forth above, said bond being in an amount equal to one and one-fourth times the said claim: NOW, THEREFORE, if the Defendants recover judgement in the action brought by the Principal on said verified claim or claim of lien and the Principal pays costs as awarded in said action as well as damages sustained by reason of the equitable garnishment effected by the said verified claim or claim of lien, all not exceeding in any event the penal sum specified above, this obligation shall be void; otherwise, to remain in full force and effect. SIGNED, SEALED and DATED on February 6 2008 Capital Drivinal LP Principal By Travelers Casualty and Surety Company of America

William Reidinger

Surecy

Attorney-in-Fact

STATE OF COUNTY OF COOK

On this 6th day of February , 20 08, before me personally appeared william Reidinger , known to me to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America , the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first written above

14

ORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters Inc
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney In Fact No

214820

1 1

Certificate No 001979348

KNOW ALL MEN BY THESE PRESENTS That Seaboard Surety Company is a corporation duiv organized under the laws of the State of New rori that St. Paul Fire and Manne Insurance Company St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duily organized under the laws of the State of Minnesota that Farmington Casualty Company. Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America are corporations duily organized under the laws of the State of Connecticut that United States Fidelity and Guaranty Company is a corporation duily organized under the laws of the State of Maryland that Fidelity and Guaranty Insurance Company is a corporation duily organized under the laws of the State of lowal and that Fidelity and Guaranty Insurance Underwriters. Inc. is a corporation duily organized under the laws of the State of Wisconsin (herein collectively called the Companies), and that the Companies do hereby make constitute and appoint

William Reidinger, Diane O'Leary, Donna Wright Karen E Bogard Matthew V Buol and Marvin O Rivera

of the City ofChic	ago	State of	Illinois		their true	and lawful Attorn	nevisi in Fact
each in their separate car	nacity if more than one is named above	to sign execute	seal and acknowle	dge anv and all b	onds recognizano	es conditional un	dertakin _e s and
	in the nature thereof on behalf of the	•	•	•	, ,	suaranteeing the p	erformance of
contracts and executing	or guaranteeing bonds and undertakings	required or perm	iitted in any action	s or proceedings	allowed by law		
						3rd	
IN WITNESS WHERE	OF the Companies have caused this is 2006	ostrument to be si	aned and their corp	porate seals to be	hereto affixed th	ıs	
day of							
	Farmington Casualty Con	1DBAY		St. Paul Gu	ardian Insuranc	e Company	
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Only of Markota to				/ Credi	Tuophon (Pice President	
On this the 3rd	day of March		2006				
	President of Farmington Casualty Com	nam Fidelita	nd Guaranty Incur	ersonally appeare	d George W Thor	mpson who acknow	wledged nimseli
Seaboard Surety Comp	dany St. Paul Fire and Marine Insurar	ice Company St	Paul Guardian In	surance Compan	v St Paul Merci	iry Insurance Con	many Travelers
Casualty and Surety C	ompany Travelers Casualty and Surety	Company of Ar	merica and United	States Fidelity a	nd Guarant, Con	npany and that he	as uch hein
authorized so to do exe	ecuted the foregoing instrument for the p	ourposes therein c	ontained by signin	g on behalf of the	corporations by h	nmself as a duly at	thorized office

58440 5 07 Printed in U S A

In Witness Whereof I hereunto set my hand and official seal

My Commission expires the 30th day of June 2011

WARN

11

IIS POWER OF ATTORNEY IS INVALID WITHOUT THE

DRDER

I is *wer * Attorney is granted under and by the audiority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fravelets Casualt and Surety Company Travelets Casualty and Surety Company of America, and United States Fidelity and Guaranty Company which resolutions are now in full force and effect reading as follows.

RESOI VED that the Chairman the President any Vice Chairman any Executive Vice President any Senior Vice President any Vice President and Vice President any Vice Pre

FURTHER RESOLVED that the Chairman the President and Vice Chairman and Executive Vice President and Senior Vice President of any Vice President may delegate all or any part of the foregoing authority to one or more officers or employee of this Company provided that each such delegation is in writing and a conthereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED that any bond recognizance contract of indemnity or writing obligators in the nature of a bond recognizance or conditional undertaring chall be valid and binding upon the Company when (a) signed by the President any vice Chairman any Executive Vice President any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary of Assistant Secretary or (b) duly executed (under seal if required) by one or more Attorneys in Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority and it is

FURTHER RESOLVED that the signature of each of the following officers President any Executive Vice President any Senior Vice President any Vice President any Assistant Vice President any Assistant Vice President any Assistant Vice President any Assistant Secretary and the seal of the Company may be affixed by tacsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents. Resident Assistant Secretaries or Attorneys in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such power of attorney or certificate bearing such facsimile signature or tacsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I kon M Johanson the undersigned Assistant Secretary of Farmington Casualty Company. Fidelity and Guaranty Insurance Company. Fidelity and Guaranty Insurance Company. St. Paul Fire and Marine Insurance Company. St. Paul Fire and United States Fidelity and Guaranty. Company do nereby certify that the above and foregoing is a true and correct copy of the Power of Automosphic Research by said Companies. Which is in full force and effect and has not been revoked.

IN TESTIMON'S WHEREOF I have negetinto see my hand and affixed the seals of said Companies this

6th February

08

Kori M. Johanson Assistant Secretary





















To verify the authenticity of this Power of Attorney call 1 800-421 3880 or contact us at www.travelersbond.com. Please refer to the Attorney in Fac. number, the above named individuals and the details of the bond to which the power is attached.

************************ Superior Court of California, County of Riverside www riverside courts ca gov TE - Jurisdiction Code Not Found

* Receipt # 200802200170 Oper RCRKD

Date 2/20/08

* Case #

RIC493329

Case Type RIVERSIDE CIVIL

* Name CAPITAL DRYWALL VS COMPANIES CONSRUCTION

Complaint Filing Fee

* Payment Type CHECK

*Received

\$335 00

Fee

\$335 00

*Change

\$0 00

CAPITAL DRYWALL

1341 W ARROW HIGHWAY SAN DIMAS, CA 91773 (909) 599-6729

INVOICE

INVOICE

JOB NAME VILLAGE WALK

INVOICE NUMBER 62346

OUR INFO

INVOICE DATE 12/20/07 CUSTOMER NUMBER 193746 JOB NUMBER 411474

PROCESSOR # 3989DEY0J48506 REF # 6424001 -- 62358

BILL TO

G COMPANIES CONSTRUCTION, INC

PO BOX 2990

YOUR REF

COMPANY

00401

NEWPORT BEACH CA 92658

Quanity Unit Price Description Total . PLEASE SEE ATTACHED PAYMENT SCHEDULE

100% CHANGE ORDER #08

5,488 00

100% CHANGE ORDER #09

16,350 00

LESS RETENTION

2,183 80-

NET INVOICE

19,654 20

MATERIALS OUT OF OWNED STOCK UNLESS OTHERWISE NOTED ABOVE

G Companies Construction, Inc. 1105 Quail Street Newport Beach CA 92660 (949) 955 3832

SUBCONTRACTOR INVOICE

			Date	i	12-20 00:	7
Subcontractors N	Name CAPITAL DRYWALL	INC	Invoic	e No	62346	
Remittance Addr	ess 1341 WEST ARROW	HIGHWAY	Phone	e No	(909) 599-6	729
	SAN DIMAS CA 91	773	Fax N	٥ [(909) 599-50	052
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SCHEDULE D PAYMENT SCHEDULE

Contract Number (M453 100) Invoice Number (42344 Invoice Date 12/20/07

Project VALIAGE WAY/MUTHER ASS
Contractor CAPITAL DYWHALL INC
Address 1341 WEST ARROW HIGHWAY
SAN DIMAS CA. 91773
Telephone No. (709) 519 5129
Fax No. (709) 519 5033

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G COMPANIES CONSTRUCTION, INC

1105 QUAIL STREET
NEWPORT BEACH (A 92660
Phone (949) 955 3832
Fax (949) 752 7108

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code §3262 (d)(1)]

Upon receij	ot by the undersigned	of a check from G COMPANIES CONSTRUCTION, INC
		(Maker of Check)
in the sum of \$	19,654_20	(Amount of Check)
		(Amount of Uneck)
payable to CAPITA	L DRYWALL	
		(Payee or Payees of Check)
document shall be on the job of <u>MURI</u> to the following ex	come effective to rele RIETA VILLAGE WA (Owner) tent This release	r endorsed and has been paid by the bank upon which it is drawn, this ease any mechanic's lien stop notice, or bond right the undersigned has LK L P located at 24415 VILLAGE WALK PLACE, MURRIETA, CA 92562 (Job Description) covers a progress payment for labor, services, equipment or material ES, INC through 12-20-07 only and does not cover any retentions
received, extras or under a written cha by this release unle stop notice or bon contract based upo recover compensat furnished labor ser	items furnished afteringe order which has iss specifically reserved right shall not other a rescission, abaction for furnished lances, equipment, or	extras furnished before the release date for which payment has not been the release date. Rights based upon work performed or times furnished a been fully executed by the parties prior to the release date are covered ved by the claimant in this release. This release of any mechanics lien, erwise affect the contract rights, including rights between parties to the indonment, or breach of the contract, or the right of the undersigned to abor, services, equipment, or material covered by this release if that it material was not compensated by the progress payment. Before any said party should verify evidence of payment to the undersigned.
Dated <u>12-20-07</u>		CAPITAL DRYWALL (Name) (Title)
		FRANK SCARDINO, PRESIDENT

** ALL LABOR USED ON THE ABOVE REFERENCED PROJECT HAS BEEN PAID THROUGH COMPANY PAYROLL

NOTE CIVIL CODE SECTION 3262 (d)(1) PROVIDES Where claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release the waiver and release shall follow substantially the form set forth above

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES

(for a unconditional waiver and release upon progress payment use Wolcotts Form 32622 or 32622D)

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ON FACE OF FORM AND HAVE BEEN PAID IN FULL TO DATE

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CAPITAL DRYWALL 1341 W ARROW HIGHWAY **SAN DIMAS, CA 91773** (909) 599-6729

INVOICE

INVOICE

JOB NAME VILLAGE WALK INVOICE NUMBER 63266

OUR INFO

INVOICE DATE 01/11/08 CUSTOMER NUMBER 193746 JOB NUMBER 411474

PROCESSOR # 5156DEY0J48506

REF # 6425160 -- 63269

BILL TO

Description

G COMPANIES CONSTRUCTION, INC

PO BOX 2990

YOUR REF

00401

NEWPORT BEACH CA 92658

Quanity Unit Price

COMPANY

Total

PLEASE SEE ATTACHED PAYMENT SCHEDULE

RETENTION HELD PRODUCTION AND

314,524 00

CHANGE ORDERS 2-9

NET INVOICE 314,524 00

MATERIALS OUT OF OWNED STOCK UNLESS OTHERWISE NOTED ABOVE

G Companies Construction, Inc

1105 Quail Street Newport Beach CA 92660 (949) 955 3832

RETENTION

SUBCONTRACTOR INVOICE

			Date	Jc	inuary 11 2008	
Subcontractors Name	CAPITAL DRYWALL	INC	Invoice	∍ No	63266	
Remittance Address	1341 WEST ARROW	HIGHWAY	Phone	No (909) 599 6729	
	SAN DIMAS CA 91	773] Fax No		909) 599-5052	
The following notice co	overs work complete	ed through calendar r	month ended		1/11/2008	
Job Name	VILLAGE WAY/MURRIETA	453	Contro	oct	M453 1001	
Job Address	24415 VILLAGE WALK PL	ACE MURRIETA CA 92562				
1 Original Contract	Amount	(Reference Payment Sci	hedule Column C)	\$	2 845 492 00	
2 Change Order #1	thru 9	(Reference Payment Sci	hedule Column ()	+ \$	299 748 00	
3 Revised Contract /	Amount			= \$	3 145 240 00	
4 100% % Complet	te to Date	(Releience Payment Sci	hedule Column K)	\$	3 145 240 00	
5 Less 10% %	& Retention	(Reference Payment Sci	hedule Column M)	\$	314 524 00	
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G COMPANIES CONSTRUCTION, INC

1105 QUAIL STREET NEWPORT BEACH CA 92660 Phone (949) 955 3832

Fix (

(949) 752 7108

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

[California Civil Code §3262 (d)(3)]

Upon receip	t by the undersigned o		MPANIES CONSTRUCTION, I	NC
in the sum of \$	314 524 00	(Ma	sker of Check)	
	0,1,102.100	(Amount	of Check)	
payable to CAPITAL	DRYWALL			
		(Payee or Payees of C	heckj	
and when the check	has been properly end	dorsed and has beer	paid by the bank upon which it	is drawn, this
document shall beco	me effective to release	e any mechanic s lie	n, stop notice, or bond right the	undersigned has
on the job of MURRI	ETA VILLAGE WALK	LP located at 2441	5 VILLAGE WALK PLACE, MUI	RRIETA,CA 92562
This release	covers the final payme	ent to the undersigne	ed for all labor, services, equipm	nent or material
furnished on the job,	except for disputed cl	aims for additional w	ork in the amount of \$ -0-	***
Before any recipient	of this document relies	s on it, the party sho	uld verify evidence of payment t	o the undersigned
Dated <u>1-11-08</u>			CAPITAL DRYWALL	
			26	
			FRANK SCARDINO PRESID	PENT \

** ALL LABOR USED ON THE ABOVE REFERENCED PROJECT HAS BEEN PAID THROUGH COMPANY PAYROLL

NOTE CIVIL CODE SECTION 3262 (d)(3) PROVIDES Where claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a final payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release the waiver and release shall follow substantially the form set forth above

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES (for a unconditional waiver and release upon progress payment use Wolcotts Form 32624 or 32624D)

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ON FACE OF FORM AND HAVE BEEN PAID IN FULL TO DATE

rules	1-11-08		
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CAPITAL DRYWALL 1341 W ARROW HIGHWAY SAN DIMAS, CA 91773 (909) 599-6729

INVOICE

INVOICE

JOB NAME		INVOICE NUMBER	63264
VILLAGE WALK	OUR INFO	INVOICE DATE CUSTOMER NUMBER JOB NUMBER PROCESSOR # 51561 REF # 6425160	193746 411474 DEYOJ48506
BILL TO G COMPANIES CONSTRUCTION, INC PO BOX 2990		YOUR REF	
NEWPORT BEACH CA 9265	58	COMPANY	00401
Description		Unit Price	Total
PLEASE SEE ATTACHED PAYMENT SCHEDULE			
5% STOCK BLDG G 1ST FLOOR			1,762 81
5% STOCK BLDG G 2ND FLOOR			1,762 81
5% STOCK BLDG G 3RD FLOOR			1,762 81
100% HANG BLDG E 1ST FLOOR			35,256 15
100% HANG BLDG E 2ND FLOOR			35,256 15
100% HANG BLDG E 3RD FLOOR			35,256 15
95% HANG BLDG G 1ST FLOOR			33,493 34
95% HANG BLDG G 2ND FLOOR			33,493 34
95% HANG BLDG G 3RD FLOOR			33,493 34
LESS RETENTION			21,153 69-
		NET INVOICE	190,383 21
MATERIALS OUT OF OWNED STOCK UNLESS OTHERWISE NOTED ABOVE			

G Companies Construction, Inc 1105 Quail Street Newport Beach CA 92660 (949) 955 3832

SUBCONTRACTOR INVOICE

			Date	L	January 11 2008	
Subcontractor's Name	CAPITAL DRYWALL	INC	Invoic	e No	63264	
Remittance Address	1341 WEST ARROW	HIGHWAY	Phone	No [(909) 599 6729	
	SAN DIMAS CA 91	773	Fax No		(909) 599 5052]
The following notice of	overs work complete	ed through calendar mor	nth ended		11 Jan	
Job Name	VILLAGE WAY/MURRIETA	453	Contro	act [M453-1001	
Job Address	24415 VILLAGE WALK PL	ACE MURRIETA CA 92562				
1 Original Contract	Amount	(Reference Payment Scho	edule Column C)		\$ 2845 492 00]
2 Change Order #1	thru 9	(Reference Payment Sche	edule Column D)	+ [\$ 299 748 00	<u> </u>
3 Revised Contract	Amount			=[3	3 145 240 00	2]
4 100% % Comple	ete to Date	(Reference Payment Scho	edule Column K}		\$ 3 145 240 00	2]
5 Less 10%	% Retention	(Reference Payment Scho	edule Column M)		\$ 314 524 00]
6 Total This Request				= [2 830 716 00	2]
7 Less Amount Prev	riously Billed	(Prior Gross To Date Prior	Retention Billed)		\$ 2 640 332 79	2
8 Amount Due This	Payment			= [190 383 21	
Ву	>	2	Title	Frank S Presider		_
(Original Signatur	e Blue Ink ONLY)			Liesiaci	14	
DO NOT WRITE BELOW	THIS LINE		D			
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PAYMENT SCHEDULE

Project VILLAGE WAY/MURRIELA \$53
Contractor (CAPIFAC DEVWALL, INC
Addies) 1241 WEST ARROW HIGHWAY
SLAN DIMAY CA 19773
Islephone No. (1909) 599 8729
Fox No. [1909) 599 982

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G COMPANIES CONSTRUCTION, INC

1105 QUAIL STREET NEWPORT BEACH CA 92660 Phone (949) 955 3832

Fax (949) 752 7108

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Casfornia Civil Code §3262 (d)(1))

Upon receig	ot by the undersigned	of a check from G COMPANIES CONSTRUCTION, INC
	•	(Maker of Check)
in the sum of \$	190,383 21	
		(Amoun of Check)
payable to CAPITAL	DRYWALL	
		(Payee or Payees of Check)
document shall be on the job of <u>MURF</u> to the following ex	ome effective to rele RIETA VILLAGE WAI (Owner) tent This release	endorsed and has been paid by the bank upon which it is drawn this case any mechanics lien stop notice, or bond right the undersigned has

** ALL LABOR USED ON THE ABOVE REFERENCED PROJECT HAS BEEN PAID THROUGH COMPANY PAYROLL

NOTE CIVIL CODE SECTION 3262 (d)(1) PROVIDES Where claimant is required to execute a warver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact paid in exchange for the warver and release or a single payee check or joint payee check is given in exchange for the waiver and release the waiver and release shall follow substantially the form set forth above

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES

(for a unconditional waiver and release upon progress payment use Wolcotts Form 32622 or 32622D)

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ON FACE OF FORM AND HAVE BEEN PAID IN FULL TO DATE

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CAPITAL DRYWALL 1341 W ARROW HIGHWAY SAN DIMAS, CA 91773

(909) 599-6729

INVOICE

INVOICE

JOB NAME VILLAGE WALK

INVOICE NUMBER

63865

OUR INFO

INVOICE DATE CUSTOMER NUMBER 193746

01/25/08

JOB NUMBER

411474

PROCESSOR # 5937DEY0J48506

REF # 6425938 -- 63876

BILL TO

G COMPANIES CONSTRUCTION, INC

PO BOX 2990

YOUR REF 00000173

NEWPORT BEACH CA 92658

COMPANY

00401

Description

Quanity Unit Price Total

PLEASE SEE ATTACHED PAYMENT SCHEDULE

PO# 173-M453

1,666 00

NET INVOICE

1,666 00

MATERIALS OUT OF OWNED STOCK UNLESS OTHERWISE NOTED ABOVE



License No 869751

1341 W Arrow Highway, San Dimas, CA 91773 • (909) 599 6729 • FAX (909) 599-5052

MODELS	JOB WORK OR	DER		NO 575	450
PRODUCTION				AWP #	
PREP EXTRA				PO#_/ Z	
CONSUMER AFFAIRS					
CUSTOMER SERVICE	CLAIM#	⊔ EMERGE	NCY	4/B# 4/11	7 2 7
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	PURCHASE	ORDER REQUEST FOR	
PROJECT	453	PO ISSUED TO	capital diffusil
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DESCRIPTIÓN:	Bld (4)		
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G COMPANIES CONSTRUCTION, INC

HOS QUAIL STREET NEWPORT BEACH CA 92660

Phone (949) 955 3832 Fax (949) 752 7108

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

[California Civil Code §3262 (d)(3)]

Upon receipt by the undersigned of a check from G COMPANIES CONSTRUCTION, INC
(Maker of Check)
In the sum of \$ 1666 00
(Amount of Check)
payable to CAPITAL DRYWALL
(Payee or Payees of Check)
and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this
document shall become effective to release any mechanic's lien stop notice or bond right the undersigned has
on the job of MURRIETA VILLAGE WALK L.P. located at 24415 VILLAGE WALK PLACE, MURRIETA CA 92562 (Job Description)
This release covers the final payment to the undersigned for all labor, services equipment or material
furnished on the job, except for disputed claims for additional work in the amount of \$ -0-
Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned
Dated 01-25-08 CAPITAL DRYWALL (Name)
(Number)
FRANK SCARDINO, PRESIDENT

** ALL LABOR USED ON THE ABOVE REFERENCED PROJECT HAS BEEN PAID THROUGH COMPANY PAYROLL

NOTE CIVIL CODE SECTION 3262 (d)(3) PROVIDES Where claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a final payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release the waiver and release shall follow substantially the form set forth above

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES (for a unconditional waiver and release upon progress payment use Wolcotts Form 32624 or 32624D)

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ON FACE OF FORM AND HAVE BEEN PAID IN FULL TO DATE

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CAPITAL DRYWALL 1341 W ARROW HIGHWAY SAN DIMAS, CA 91773

(909) 599-6729

INVOICE

INVOICE

JOB NAME VILLAGE WALK INVOICE NUMBER 63266

OUR INFO

INVOICE DATE 01/11/08 CUSTOMER NUMBER 193746 JOB NUMBER 411474

PROCESSOR # 5156DEYOJ48506

REF # 6425160 -- 63269

BILL TO

G COMPANIES CONSTRUCTION, INC

PO BOX 2990

YOUR REF

COMPANY

00401

NEWPORT BEACH CA 92658

Description Quanity Unit Price Total Description

Total

PLEASE SEE ATTACHED PAYMENT SCHEDULE

RETENTION HELD PRODUCTION AND

314,524 00

CHANGE ORDERS 2-9

NET INVOICE 314,524 00

MATERIALS OUT OF OWNED STOCK UNLESS OTHERWISE NOTED ABOVE

G Companies Construction, Inc.

1105 Quail Street Newport Beach CA 92660 (949) 955 3832

RETENTION

SUBCONTRACTOR INVOICE

			Date		Januar	y 11 2008	1
Subcontractors Name	CAPITAL DRYWALL I	NC	invoice	No	63	3266]
Remittance Address	1341 WEST ARROW H	IIGHWAY	Phone	No	(909)	599 6729]
	SAN DIMAS CA 917	73	Fax No		(909)	599-5052]
The following notice c	overs work completed	d through calendar m	onth ended		1/1	1/2008]
Job Name	VILLAGE WAY/MURRIETA 4	53	Contra	ct	M45	3 1001]
Job Address	24415 VILLACE WALK PLACE	CE MURRIETA CA 92562					_
1 Original Contract	Amount	(Reference Payment Sche	dule Column C)		\$ 2	845 492 00]
2 Change Order #1	thru 9	(Reference Payment Sche	dule Column Dj	+	\$	299 748 00	1
3 Revised Contract	Amount			2	\$ 3	145 240 00]
4 100% % Comple	te to Date	(Reference Payment Sche	dule Column K)		\$ 3	145 240 00]
5 Less 10%	% Retention	(Reference Payment Sche	dule Column M)		\$	314 524 00]
6 Total Contract Bills	ng Requests			=	\$ 2	830 716 00	j
7 Amount Previously	Billed	(Total Completed to Date	Current Retention	¢ 10%	\$ 3	145 240 00]
8 RETENTION Amoun	nt Due This Payment				\$	314 524 00]
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SCHEDULE D
PAYMENT SCHEDULE
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G COMPANIES CONSTRUCTION, INC

1105 QUAIL STREET NEWPORT BEACH CA 92660

Phone (949) 955 3832 Fax (949) 752 7108

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(California Civil Code §3262 (d)(3)]

Upon receipt by the undersigned of a check from G COMPANIES CONSTRUCTION, INC
in the sum of \$ 314,524 00
(Amount of Check)
payable to CAPITAL DRYWALL
(Payee or Payees of Check)
and when the check has been properly endorsed and has been paid by the bank upon which it is drawn this
document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has
on the job of MURRIETA VILLAGE WALK L.P. located at 24415 VILLAGE WALK PLACE, MURRIETA, CA 92562 (Job Description)
This release covers the final payment to the undersigned for all labor services equipment or material
furnished on the job except for disputed claims for additional work in the amount of \$ -0-
Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned
Dated 1-11 08 CAPITAL DRYWALL
(Name)
FRANK SCARDINO, PRESIDENT

** ALL LABOR USED ON THE ABOVE REFERENCED PROJECT HAS BEEN PAID THROUGH COMPANY PAYROLL

NOTE CIVIL CODE SECTION 3262 (d)(3) PROVIDES Where claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a final payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release the waiver and release shall follow substantially the form set forth above

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES (for a unconditional waiver and release upon progress payment use Wolcotts Form 32624 or 32624D)

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ON FACE OF FORM AND HAVE BEEN PAID IN FULL TO DATE

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CAPITAL DRYWALL 1341 W ARROW HIGHWAY SAN DIMAS, CA 91773 (909) 599-6729

UNLESS OTHERWISE NOTED ABOVE

INVOICE

INVOICE

JOB NAME VILLAGE WALK		INVOICE NUMBER	63265
	OUR INFO		193746 411474 5DEYOJ48506
BILL TO G COMPANIES CONSTRUCT PO BOX 2990	ION, INC	YOUR REF	
NEWPORT BEACH	CA 92658	COMPANY	00401
Description		Unit Price	Total
PLEASE SEE ATTACHED PAYMENT	SCHEDULE		***************************************
PO#135-M453			490 00
PO#139-M453			180 00
PO#143-M453			1,323 00
PO#145-M453			392 00
PO#150-M453			367 50
PO#153-M453			98 00
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PO#162-M453			686 00
PO#163-M453			539 00
PO#167-M453		_	637 00
		NET INVOICE	5,888 50
MATERIALS OUT OF OWNED STOCK			



G COMPANIES CONSTRUCTION, INC.

PO BOX 2990 NEWPORT BEACH, CA 92658

(949) 975-0617

11

FAX (949) 975-0623

PURCHASE ORDER REQUEST FORM

PROJECT	Villege Walk 453	PO ISSUED TO	Capital	Dryua
REQUESTED 8Y	Steve	CONTACT NAME	<u>Capital</u> <u>Ronfan</u>	2
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SERALD ROCHE DIREC	TOR OF CONSTRUCTION	DATE		
PONUMBER	135-M453			-
	COST COD	AMOUNT		



G COMPANIES CONSTRUCTION, INC.

PO BOX 2990 NEWPORT BEACH, CA 92658

(949) 975-0617

FAX (949) 975-0625

OVOT

PURCHASE ORDER REQUEST FORM

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PROJECT	Village Walk 453		PO ISSUED TO	CaPital ROH Jane	-
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License No 869751

1341 W Arrow Highway San Dimas, CA 91773 • (909) 599-6729 • FAX (909) 599 5052

PRODUCTION PREP EXTRA CONSUMER AFFAIRS CUSTOMER SERVICE CLAIM# DEMERGENCY DEVELOPER NAME PROJECT NAME PROJECT NAME PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT LOCATION PROJECT NAME PROJECT	MODELS	JOB WORK ORDE	ER	NO575411
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SUBCONTRACTOR			1	
SUBCONTRACTOR				
SUBCONTRACTOR AMOUNT REASON FOR BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY DATE EMPLOYEE NAME WORK AUTHORIZED BY APPROVAL SIGNATURE AMOUNT DATE DATE HOURLY RATES \$ 4/9 MATERIAL				
SUBCONTRACTOR AMOUNT REASON FOR BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY DATE EMPLOYEE NAME WORK AUTHORIZED BY APPROVAL SIGNATURE AMOUNT DATE DATE HOURLY NATE: \$ 4/9	BACKCHARGE			
REASON FOR BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY DATE EMPLOYEE NAME WORK AUTHORIZED BY APPROVAL SIGNATURE DATE DATE DATE APPROVAL SIGNATURE	·-			UNT
MOTIFIED BY DATE				
MOTIFIED BY DATE				
EMPLOYEE NAME OFAINT DOTAL HOURS WORK AUTHORIZED BY APPROVAL SIGNATURE APPROVAL SIGNATURE	BACKCHARGE NOTIFIED TO			
WORK AUTHORIZED BY	NOTIFIED BY		DATE	
WORK AUTHORIZED BY HOURLY RATE \$ 1/9 APPROVAL SIGNATURE	EMPLOYEE NAME	esal Al		
APPROVAL SIGNATURE	WORK AUTHORIZED BY	-	ной	REVINATE \$49
	APPROVAL SIGNATURE	6		
APPROVAL DATE	APPROVAL DATE		тота	LAMT DUE \$ 98



License No 869751

1341 W Arrow Highway San Dimas CA 91773 • (909) 599-6729 • FAX (909) 599 5052

BACKCHARGE SUBCONTRACTOR REASON FOR BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY CORNER OF BACKCHARGE DATE DA	MODELS	JOB WORK ORDER	NO 575412
PREPENTA CONSUMER AFFAIRS CUSTOMER SERVICE CLAIM# DEVELOPER NAME PROJECT LOCATION REASON FOR BACKCHARGE BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY PORT PROJECT LOCATION DATE PORT PROJECT LOCATION PROJECT LOCATION	L		AW/D#
DEVELOPER NAME PROJECT NAME PROJECT LOCATION	PREP EXTRA		
DEVELOPER NAME PROJECT NAME PROJECT LOCATION	CONSUMER AFFAIRS		PO# 13/2/17/27
BACKCHARGE SUBCONTRACTOR BACKCHARGE SUBCONTRACTOR BACKCHARGE BACKCHARGE SUBCONTRACTOR REASON FOR BACKCHARGE BACKCHARGE	CUSTOMER SERVICE	CLAIM# DEMERGENCY	() () () () () () () () () ()
BACKCHARGE SUBCONTRACTOR BACKCHARGE SUBCONTRACTOR BACKCHARGE BACKCHARGE SUBCONTRACTOR REASON FOR BACKCHARGE BACKCHARGE	DEVELOPER NAME	<u> G</u> Co	
BACKCHARGE SUBCONTRACTOR REASON FOR BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY CORNER OF BACKCHARGE DATE DA	PROJECT NAME	grandisle TRACT#_	PH#
BACKCHARGE SUBCONTRACTOR REASON FOR BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY DATE DATE WORK AUTHORIZED BY APPROVAL SIGNATURE Cotal det of building #5 (0-23-07 Select build 2 (0-23-07 AMOUNT AMOUNT DATE DATE DATE FORLY RATE & \$449 MARKAUTHORIZED BY APPROVAL SIGNATURE TOTAL HOUTIS 2 HOMERIAL TOTAL HOUTIS 2 HOMERIAL TOTAL HOUTIS 2 HOMERIAL TOTAL HOUTIS 2 HOMERIAL TOTAL HOUTIS 2 HOMERIAL TOTAL HOUTIS 2 HOMERIAL TOTAL HOUTIS 2 HOMERIAL TOTAL HOUTIS 2 HOMERIAL TOTAL HOUTIS 3 449 MARKAUTHORIZED BY APPROVAL SIGNATURE	PROJECT LOCATION		
BACKCHARGE SUBCONTRACTOR REASON FOR BACKCHARGE BACK	ALOT # - American Administration	DESCRIPTION DE WORK STATES	DATE A HOLRS
BACKCHARGE SUBCONTRACTOR REASON FOR BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY DATE EMPLOYEE NAME COSON AC DEPAINT DEP	building # 6 2	drywall patches in	
BACKCHARGE SUBCONTRACTOR REASON FOR BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY DATE EMPLOYEE NAME CESOY M. D. PAINT D'AL HOURS APPROVAL SIGNATURE TOTAL AND USE MADE TOTAL A	Corri	dot of building #6	10 22 -0
BACKCHARGE SUBCONTRACTOR AMOUNT REASON FOR BACKCHARGE BACKCHARGE NOTIFIED TO NOTIFIED BY DATE EMPLOYEE NAME WORK AUTHORIZED BY APPROVAL SIGNATURE TOTAL HOURS 1 19 2 19 2 19 2 19 2 19 2 19 2 19 2 1		50/0-1 / 1/4	10-63-07
SUBCONTRACTOR		XIEET 501/A	
SUBCONTRACTOR			2
SUBCONTRACTOR			
BACKCHARGE NOTIFIED TO NOTIFIED BY DATE EMPLOYEE NAME WORK AUTHORIZED BY APPROVAL SIGNATURE DATE DOTAL HOURS APPROVAL SIGNATURE TOTAL HOURS APPROVAL SIGNATURE TOTAL AMIL DUE: \$ 963	BACKCHARGE		
BACKCHARGE NOTIFIED TO NOTIFIED BY DATE EMPLOYEE NAME CSOY PAINT DOTAL HOURS WORK AUTHORIZED BY APPROVAL SIGNATURE TOTAL AMILEDE 10 PAINT DOTAL HOURS 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL AMIL EUGE 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS 10 PAINT TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOUR	SUBCONTRACTOR	AMC	DUNT TNUC
NOTIFIED BY EMPLOYEE NAME Cosay Month Department Total Hours 2 WORK AUTHORIZED BY APPROVAL SIGNATURE DATE TOTAL HOURS 2 HOUHLY RATE & 449 INTERNAL TOTAL AMILEUE & 98			
NOTIFIED BY EMPLOYEE NAME Cosay Month Department Total Hours 2 WORK AUTHORIZED BY APPROVAL SIGNATURE DATE TOTAL HOURS 2 HOUHLY RATE & 449 INTERNAL TOTAL AMILEUE & 98			
EMPLOYEE NAME C.SOY A. D. PAINT DORYWALL HOUSEY BATE 4 49 APPROVAL SIGNATURE TOTAL HOURS AMAIERIAL TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL HOURS TOTAL AMILEUE	BACKCHARGE NOTIFIED TO		
WORK AUTHORIZED BY APPROVAL SIGNATURE TOTAL AMIL DUE: \$ 98	NOTIFIED BY	DAT	E
WORK AUTHORIZED BY APPROVAL SIGNATURE TOTAL AMIL DUE: \$ 953	/	PAINT PAINT TO PRIVING !	AL HOURS
APPROVAL SIGNATURE TOTAL AMI, DUE \$ 999	EMPLOYEE NAME		DEVENTE À
APPROVAL SIGNATURE TOTAL AMILEUS & 98	WORK AUTHORIZED BY		349
APPROVAL DATE	APPROVAL SIGNATURE	\mathcal{O}	
	APPROVAL DATE	107	AL AMT DUE \$ 98

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

(949) 975-0617

FAX (949) 975:0625

PURCHASE ORDER REQUEST FORM

PROJECT	Village Walk 453		PO ISSUED TO	Cap.	far/	
REQUESTED BY	Steve		CONTACT NAME	RUN	lane	
DATE REQUESTE	0 11-1-07		CONTACT PHONE			
DESCRIPTION PREASE BE DETALED	301, 306, 3 due to (309, 318, 20	repairs in 12, 317, 314 nails on 15, 4, 117 All to	,208, 215) ne Sets A Hel:X	- All and cle	ctrical	wites.
PD AMOUNT	1,323-01	ts - Blocke	d opening t			giste r
1-1-1	X-6ct HU-X DAVES	15 WS	735 00 196 00			
one to sign	Appro	3 MS FOR GROENE OVED	EONLY	6 CCT	241	9800
GERALD ROCHE DIREC	TOR OF CONSTRUCTION	7453	DATE			
,	<u>C</u>	COST COOF	AMOUNT	**** * ***** p. v. (pro	· • • • • • • • • • • • • • • • • • • •	
	1					



License No 869751

1341 W Arrow Highway, San Dimas, CA 91773 • (909) 599-6729 • FAX (909) 599-5052

MODELS	JOB WORK ORDER	NO 575419
PRODUCTION		AWP #
PREP EXTRA		
CONSUMER AFFAIRS		PO# 143 M453 NOB# 4114 74
CUSTOMER SERVICE	CLAIM# U EMERGENCY	XOB#411474
DEVELOPER NAME	G. Compuny grand isle TRACT#_	
PROJECT NAME	grand is/e TRACT#	PH#
PROJECT LOCATION	murrie + 5	
	DESCRIPTION OF WORK 《新華書》(2015年)。	
bording # 6 unit	# 301-308-312-3/2-3/	1-
	208-215. all to x Act	
	and elec. wire.	Ser
		11-02-07 15
BACKCHARGE		-
SUBCONTRACTOR	AMOU	NT
REASON FOR BACKCHARGE		
BACKCHARGE NOTIFIED TO		
NOTIFIED BY	DATE	
EMPLOYEE NAME	TOTAL DORYWALL POTAL	Hours 15
WORK AUTHORIZED BY	HOUR	449
APPROVAL SIGNATURE		ERIAL
APPROVAL DATE	11-17-07 TOTAL	AMT DUE 735



License No 869751

1341 W Arrow Highway, San Dimas, CA 91773 • (909) 599-6729 • FAX (909) 599-5052

MODELS PRODUCTION	JOB WORK ORDE	R	NO.575421
PREP EXTRA			
CONSUMER AFFAIRS			PO#143 M45:
CUSTOMER SERVICE	CLAIM#	☐ EMERGENCY	10B#4114774
DEVELOPER NAME	(g. Co.		<u> </u>
PROJECT NAME	grand ssle	TRACT #	_ PH#
PROJECT LOCATION	morrieta		
Calory Control of the	ADESCRIPTION OF WORK (DATE . SHOURS
beilding # 6,	unit # 309-318	-204-117	
all he	lex for wrong b	ox placement	- 2-07
			- Z-0/
BACKCHARGE			···
SUBCONTRACTOR		AMOUNT	
REASON FOR BACKCHARGE			
DACKGHADCE NOTETED TO			
BACKCHARGE NOTIFIED TO NOTIFIED BY		ES APPRO	
EMPLOYEE NAME	asor fr. d	PAINT DRYWALL TOTAL HO	4
WORK AUTHORIZED BY		HOURLY	NE \$ 419
	All	MATERI	AND THE STATE OF T
APPROVAI SIGNATURE	11-19-07	MA JATOT	DIE LIGI
APPROVAL DATE	1017-01	7 4. 197 S.	DUE \$ 196



License No 869751

1341 W Arrow Highway, San Dimas CA 91773 • (909) 599-6729 • FAX (909) 599-5052

MODELS	JOB WORK	ORDER	NO.575422
PRODUCTION PREP EXTRA			AWP #
CONSUMER AFFAIRS			
CUSTOMER SERVICE	CY AIM#	D EMERGENCY	PO# 14/3 14453
	CLAIM#	U EMERGENCI	10B# - 12.22
DFVELOPER NAME	- CO		<u>'U</u>
PROJECT NAME	grand Isle	TRACT #	PH#
PROJECT LOCATION	murrieta		V
LOT	Car DESCRIPTION OF MOR	Kon Land Company	DATE SHOURS
building # 6	drywall repr	is at both	
W9//-	- Due to	Ban Salism	mit# 214
			11-5-07
BACKCHARGE	-		
SUBCONTRACTOR		AMOI	JNT
REASON FOR BACKCHARGE			
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE	
/		□ PAINT	Hours
EMPLOYEE NAME	21 / / X	a bill Wall	
WORK AUTHORIZED BY		HÇUF	LY PLATE \$48
APPROVAL SIGNATURE	And I	IMA	IERIAL D
APPROVAL DATE	11-19-0	7 FOTAL	AMT DUE 198
	,	***************************************	7



License No 869751

1341 W Arrow Highway, San Dimas, CA 91773 • (909) 599-6729 • FAX (909) 599-5052

MODELS	JOB WORK ORDE	R	NO 575423
PRODUCTION			AWP #
PREP EXTRA			PO# 143 M45
CONSUMER AFFAIRS			
CUSTOMER SERVICE	CLAIM#		1018 # <u>2/11474</u>
DEVELOPER NAME	9 (21		
PROJECT NAME	grand Iste	TRACT #	PH#
PROJECT LOCATION			
	A DESCRIPTION OF WORK		DATE HOURS
	unit # 200 40		
	the opening to	smol !	
1	register		-5-07
	The state of the s		
BACKCHARGE			
SUBCONTRACTOR		AMOUNT	
REASON FOR BACKCHARGE			
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE	
EMPLOYEE NAME	esar A D 3	PAINT DRYWALL TOTAL HO	uns ?
		HOURLY F	TATE due
WORK AUTHORIZED BY		MATERI	7.7
APPROVAL SIGNATURE			<u> </u>
APPROVAI DATE	[-19-0]	TOTALIAM	DUE 9147



License No 869751

1341 W Arrow Highway, San Dimas, CA 91773 • (909) 599-6729 • FAX (909) 599-5052

MODELS PRODUCTION	JOB WORI	K ORDER	NO 575424
PREP EXTRA CONSUMER AFFAIRS CUSTOMER SERVICE	CLAIM#	Q EMERGENCY	AWP#PO#143 1445
DEVELOPER NAME	0	5/C TRACT#	DI FU
PROJECT NAME		1RACT#	PH#
PROJECT LOCATION	murreta	The second secon	tellin one with though
	unit # 113 It then and Due to	drywall reported to the state of the state o	V
BACKCHARGE			
SUBCONTRACTORREASON FOR BACKCHARGE		AMOL	JNT
BACKCHARGE NOTIFIED TO		DATE	
EMPLOYEE NAMF	Cosar fi		Hours 3
WORK AUTHORIZED BY		HOUF	ALY BATE J. J. G
APPROVAL SIGNATURE			TERIAL
APPROVAL DATE	11-19-	-07 TOTA	AMT DUE \$ 147



Capital Drywall, LP License No 869751

1341 W Arrow Highway, San Dimas, CA 91773 • (909) 599-6729 • FAX (909) 599-5052

MODELS	JOB WORK ORDE	ER	NO 575418
PRODUCTION			AWP #
PREP EXTRA			
CONSUMER AFFAIRS			PO#145 N453 DB#411474
CUSTOMER SERVICE	CLAIM#	_ U EMERGENCY	10B # 41/4 24
DEVELOPER NAME	<u>6</u> Co		_/\)
PROJECT NAMEPROJECT LOCATION	grand isle	TRACT #	PH#
PROJECT LOCATION	murrieta		
W.OT.# Secretary Property Sec. 1	DESCRIPTION OF WORK A	at contract the	PARDAIF SHOURS
	closet in reven	vis frag	
1000	TE bU. IT.		11-02-07 8
1			
			
BACKCHARGE			
SUBCONTRACTOR		AMO	INT
REASON FOR BACKCHARGE		AWO	ON1
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE	
EMPLOYEE NAME	A-Q	PAINT PORYWALL	15 HO 195 3
300	Y	5.7	REV HATE & 19
WORK AUTHORIZED BY			P 1 -
APPROVAL SIGNATURE	V-6-		ATERIAL
APPROVAL DATE		Tot/	LAIST DUE \$392



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

(949) 975-0617

FAX (949) 975-0625

PURCHASE ORDER REQUEST FORM

PROJECT	Village Walk 453	PO ISSUED TO	Capital
REQUESTED BY	Stelle	CONTACT NAME	Ron laue
DATE REQUESTEU	10-31-07	CONTACT PHONE	
DESCRIPTION PLEASE BE DETAILED	BID 3 unt 106 Closet in Cever Le Built	DAVIS Se. it	framed the had to Be
PO AMOUNT NOT TO DEEEN BACK CHARGES	SAME 397-00 SUBCONTRACTOR THV: S	AMOUNT 397.00	
	APPROVED FOR OFFICEURE	·	ENIEO
COLUMNOUS PROCE	TOR OF CONSTRUCTION		
O NUMBER	145-M453	DATE	
	COST CODE	ANQUNI	



G COMPANIES CONSTRUCTION, INC.

PO BOX 2990 NEWPORT BEACH, CA 92658

(949) 975-0617

FAX (949) 975-0625

PURCHASE ORDER REQUEST FORM

PROJECT	Vitage Walk 453	PO ISSUED TO	Capital	
REQUESTED BY	Steve 11-2-07	CONTACT NAME	RON (av	10
DATE REQUESTED	31-2-07 Bld 6 drywnH	CONTACT PHONE		
DESCRIPTION CLEASE SE SE WLEDJ	313, Cut ut N 115 Navl In 121 Products with Storage vandal;	working	DAVIS Davis Helix GCCE	1/2 NS 3 NS 1/2 NS 1/2 NS
PO AMOUNT (NOT TO EXCEL) BACK-CHARGES	SUBCONTRACTOR DAVIS HELL X (GECT)	220.50 173.50		
	APPROVED	CE USE ONL ?	EMIED	
CERALD ROCHE DIRECT	150 M453	DAYE		
	COST CODE	AMOUNT		



License No 869751

1341 W Arrow Highway, San Dimas, CA 91773 • (909) 599-6729 • FAX (909) 599-5052

MODELS	JOB WORK ORDE	CR CR	NO 575426
PRODUCTION			AWP #
PREP EXTRA CONSUMER AFFAIRS			PO # 150 M 45
CUSTOMER SERVICE	CI AINAH	C PAPPACENOV	JOB # 4114/74
	CLAIM#	LUEMERGENCY	JOB # TVIVY
DEVELOPER NAME	() () .	1	
PROJECT NAME	grund 151	CTRACT#	PH#
PROJECT LOCATION	murrieta		
LOT * CONTRACTOR STATE OF THE S	DESCRIPTION OF WORK	TO A PARTY OF THE	DATE BEHOURS
building # 6 yns	+ # 313 dry		
- at bath	proom and close	+ Que	
	nail wire		
UNIT # 115	drywall report	t d bodon	727
Du e	to nail wive	T. F. SON TO.	
		1760	
		11.	-6-07 3
BACKCHARGE			
SUBCONTRACTOR		4140177	
REASON FOR BACKCHARGE	And the second s	AMOUNT_	
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE	
			./1/
EMPI OYEE NAME	54 / J B	PAINT DRYWALL TOTAL HOU	4/2
WORK AUTHORIZED BY		HOURLY HA	t 49
APPROVAL SIGNATURE	H.E	MATERIA	
	11-19-07	TOTAL AMT	DI 120 = ==
APPROVAL DATE	(1 -1 (1 - 0)	the second second	\$220.50



License No 869751

1341 W Arrow Highway, San Dimas CA 91773 • (909) 599-6729 • FAX (909) 599-5052

MODELS	JOB WORK OR	DER	NO 575428
PRODUCTION			AWP #
PREP EXTRA			PO#_150 74453
CONSUMER AFFAIRS	-		
CUSTOMER SFRVICE	CLAIM#	I EMERGENCY	JOB # 4/14/74
DEVELOPER NAME	9-6-		
PROJECT NAME	• /	TRACT #	PH#
PROJECT LOCATION	murieta		
	DESCRIPTION OF WORK 9		(DATE HOURS 🛊
		exallat bolion	<u>. </u>
1 ()ve 76	pablen wi	belex	1/2
BACKCHARGE			
SUBCONTRACTOR		AMOUNT	
REASON FOR BACKCHARGE			
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE	
		☐ PAINT	
EMPLOYEE NAME		I DRYWALL	1/2
WORK AUTHORIZED BY		HOURLY	1AIE 149
APPROVAL SIGNATURE		MATER	AL
APPROVAL DATE	1-19-0	7 TOTAL AM	TOUR \$ 73.50
	•		1



License No 869751

1341 W Arrow Highway, San Dimas, CA 91773 • (909) 599-6729 • FAX (909) 599-5052

MODELS	JOB WORK ORDI	ER	NO 575429
PRODUCTION			AWP #
PREP EXTRA			PO,#_ (SO M453
CONSUMER AFFAIRS			10B # 411474
CUSTOMER SERVICE	CLAIM#	_ D EMERGENCY	10B# 41/47
DEVELOPER NAME	(7-62:		V
PROJECT NAME		TRACT #	_ PH#
PROJECT LOCATION	murricta		
NEOT # A PARTY SERVICE	DESCRIPTION OF WORK	A STATE OF THE STATE OF	DATE : SHOURS
building #6	Storage soom	Trywall	
repe	handa 115m	DXC 73	1/2
BACKCHARGE		ALCOLD TO	
SUBCONTRACTORREASON FOR BACKCHARGF		AMOUNT	
REASON OR BACKCHAROL	######################################		
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE	
		D PAINT TOTAL HO	DUES 1 !/
EMPLOYEE NAME	esul fle d.	12 DRTWALL	1/2
WORK AUTHORIZED BY		HOURLY	777
APPROVAL SIGNATURE	64	MATER	
APPROVAL DATE	11-19-07	TOTAL AN	DUE \$ 73-50



G COMPANIES CONSTRUCTION, INC.

PO BOX 2990 NEWPORT BEACH, CA 92658

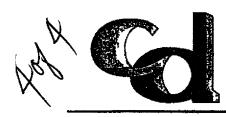
(949) 975-0617

1 1

FAX (949) 975-0625

PURCHASE ORDER REQUEST FORM

PROJECT	Village Walk 453	PO ISSUED TO	Calital
REQUESTED BY	Steve	CONTACT NAME	Callital ROW lake
OATE REQUESTED	1/-7-07	CONTACT PHONE	
DESCRIPTION PLASE (EDITMED)	102 Bld 6 due to a cut Cut By framer	1 dyva elect u	U refast
PO AMOUNT MOT TO EXCELLE BACK-CHARGES	98.00 SUBCONTRACTOR DAVO 2WS	AMOUNT 198-00	
	APPROVEO	.	EMED
GERALD ROCHE, DIRECT	OR OF CONSTRUCTION	DATE	
PO NUMBER	153-m453	!	
	COST CODE	AMOUNT	The second section of the section of the second section of the section of the second section of the secti



License No 869751

1341 W Arrow Highway, San Dimas, CA 91773 • (909) 599-6729 • FAX (909) 599 5052

MODELS	JOB WORK ORDER		NO 57	5430
PRODUCTION			47777	
PREP EXTRA			AWP #	
CONSUMER AFFAIRS			2	M453
CUSTOMER SERVICE	CLAIM# OEN	MERGENCY	J9B# <u>4</u>	1474
DEVELOPER NAME	grand is le TR		X	
PROJECT NAME	grand (s/e TR	ACT #	PH#	
PROJECT LOCATION				
,如OT#別為海岸不够多	京記 DESCRIPTION OF WORK デス酸 🍇	China Maria	DATE SAM	HOURS 🕻
building # 6	unit # 102 drywa to cut elec. wire cut by France.	Il rear		
Voe	to cut elec. wire			
	Cut by France.			
			-0-07	
				
				
BACKCHARGE				
BACKCHARGE NOTIFIED TO				
NOTIFIED BY		DATE		
EMPLOYEE NAME	Casay A. Q. DAINT	ALL TOTAL HOL	IRS Z	
WORK AUTHORIZED BY		HOURLY R	ATE \$249	
APPROVAL SIGNATURE	12-6-	MATERIA		
APPROVAL DATE	11-19-07	TOTALIAMI	J 98	3
			7	

i ;



G COMPANIES CONSTRUCTION, INC. FO BOX 2990

NEWPORT BEACH CA 92658

(949) 975-0617

EAX (949) 975-0625

PURCHASE ORDER REQUEST FORM

PROJECT	Village Walk 453	PO ISBUED TO	Carital
REQUESTED BY	Stee	CONTACT NAME	RON lane
DATE REQUESTED	11-7-07	CONTACT PHONE	
DESCRIPTION MARASE OF DETALLED		I. C: 4	refair drywall wide had to the easte to
PC AMOUNT, MAY TO EFCECT BACK-CHARGES	for unit 219. Le were unable WAS Dad. 397-00 SUBCONTRACTOR Citywide	to verify AMOUNT 392-00	uny the line
_	APPROVED	DI	ENIED
GERALD ROCHE DIRECT	OR OF CONSTRUCTION	DATE	
PO NUMBER	155- M453	•	
	COST COOS	AMOUNT	



ı i

License No 869751

MODELS	JOB WORK ORDE	R	NO 575433
PRODUCTION			AWP #
PREP EXTRA CONSUMER AFFAIRS			PO# 155 M453
CUSTOMER SERVICE	CLAIM#	D PHENOENCY	UBB# 411474
CUSTOMER SERVICE			#
DEVELOPER NAME	Q. (o.		
PROJECT NAME	grand 15/18	TRACT #	_ PH#
PROJECT LOCATION	morricta		
LOT-# No. 10 April 1985	DESCRIPTION OF WORK		DATE
		on unif#	
truck ros	in los and	store, se room	
C ty wire	For the cable	" necon"	
haine Yun	- 19 Cable	0 11	-14-02 3
Fig 2 and			77-22
		\	
		7	
BACKCHARGE			
SUBCONTRACTOR	V	AMOUNT	
REASON FOR BACKCHARGE	Many way to the same of the sa		
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATTE	
EMPLOYEE NAME	Sur A O B	PAINT DRYWALL TOTAL HOL	ias 🖒 🖁
WORK AUTHORIZED BY	, - , - , - , - , - , - , - , - , - , -	HOURLY R	ATE TY C
WORK AUTHORIZED BT		MATERI	
APPROVAL SIGNATURE	6-67		
APPROVAL DATE	1-19-0	TOTAL	7392



G COMPANIES CONSTRUCTION, INC.

PO BOX 2990 NEWPORT BEACH, CA 92658

(949) 975-0617

FAX (949) 975-0625

PURCHASE ORDER REQUEST FORM

PROJECT	Villago Walk 453	PO ISSUED TO	(alita/
REQUESTED BY	Fap	Contacy Hame	Rob lane
DATE REQUESTED	11-13-07	CONYACT PHONE	
CIESCRIPTION PLEAGE SE CETALEDS	Bld 4 unit had to reverse framed usong.	303 + fue closes	he flavor L- It was
PO AMOUNT HOT TO ENGED! BACK-CHARGES	SUBCONTRACTOR PAIS	AMOUNT 3 92.00	
	POPOTRE	,	NIED
RALD ROCHE, DIRECTO	R OF CONSTRUCTION	DATE	
NUMBER	156 M453		
To \$1 \$1000 \$1 \$1 \$1 \$1 \$1 \$1 \$1 \$1 \$1 \$1 \$1 \$1 \$1	COST COOE	AMOUNT	



License No 869751

MODELS	JOB WORK ORDER	NO 575434
PRODUCTION		4337D #
PREP EXTRA		AWB#
CONSUMER AFFAIRS		PO#156 M453
CUSTOMER SERVICE	CLAIM# D EMERGENO	CY 168#4/1474
DEVELOPER NAME	S. Co.	
PROJECT NAME	grance iste TRACT#_	РН#
	murrieta	
	DESCRIPTION OF WORK	
	unit # 303 the Fram	
15 to	reberse the closet	11-13-02
	5 Framed wrong	11-13-07 B
BACKCHARGE		
SUBCONTRACTOR	AM	10UNT
REASON FOR BACKCHARGE		
BACKCHARGE NOTIFIED TO		
NOTIFIED BY	DA	TE
EMPLOYEE NAME	CESAY A O. PAINT TO DRYWALL TO	TAL HOURS &
WORK AUTHORIZED BY	ķ6	DURLY RATE 1949
APPROVAL SIGNATURE	tte	MATERIAL
APPROVAL DATE	11-19-07	392 20



G COMPANIES CONSTRUCTION, INC.

PO BOX 2990 NEWPORT BEACH, CA 92658

(949) 975-0617

FAX (949) 975-0625

PURCHASE ORDER REQUEST FORM

PROJECT	Village Walk 453	PO#SSUED TO	Capotal
REQUESTED BY	Step	CONTACT NAME	RON Lane
DATE REQUESTER	11-14-07	CONTACT PHONE	
DESCRIPTION MEANS SE DET MINUT		Al C Closet	BID 4 cenit
	- 5 hows		
PO AMOUNT	397.0C	1	
BACK-CHARGES.	SUBCONTRACTOR PAGS S LAS	39700	
-	1	1	
	APPROVED	ON OFFICE LIEF ONLY) DIEN	ED
GERALD ROCHE, OREC	TOR OF CONSTRUCTION	DATE	
PO NUMBER	157- m453	_	
THE TO SEE SEES OF THE SEES OF THE SEES OF	COST CODE	AMOUNT	



License No 869751

MODELS	JOB WORK ORDER	NO 575439
PRODUCTION		AWP #
PREP EXTRA		
CONSUMER AFFAIRS		PO #/52 M V/5
CUSTOMER SERVICE CLAI	M# J FMERG	ENCY JOB# 4114 74
DEVELOPER NAME	<u></u>	\mathcal{U}
PROJECT NAME Y/a		# PH#
PROJECT LOCATION MY	rie fa	
LOT# ** DESC	RIPTION OF WORK	是特別的ATE 计算用OURS 式
		Nr y grall
at Closet	Cic To Fr	arned
wrong	1) 1,1'-	
	- L. FVI)	11-28-07 8
BACKCHARGE		
SUBCONTRACTOR		AMOUNT
REASON FOR BACKCHARGE		
BACKCHARGE NOTIFIED TO		
NOTIFIED BY		DATE
EMPLOYEE NAME	2 PAINT BORYWALL	TOTAL HOURS > 8
WORK AUTHORIZED BY		HOURLY RATE A 49
APPROVAL SIGNATURE	1	MATERIAL
APPROVAL DATE		TOTAL AMT DUE 1392



G COMPANIES CONSTRUCTION, INC. PO BOX 2990

NEWPORT BEACH, CA 92658

(949) 975-0617 FAX (949) S	75-062

PURCHASE ORDER REQUEST FORM

OJECT	Village Walk 453	POISSUED TO Capital alyual
QUESTED BY	Steve NAG	CONTACT NAME RON LONG
ITE REQUESTE		CONTACT PHONE
K Hele	BID 3 dry wall	
SCRIPTION	317, 318,217,117 4	
La berry	312 Crain Sheet meta	
MARKET	MailBox Klask Fram.	ed wrong - DAV'S - 24500 V
AMOUNT	686.00	
CK-CHARGES	SUBCONTRACTOR	i Amount
	Helix	'343 - '
	Crans DAVIS	198-
		245-
	210 11-26-07 FORGER	DENIED
ربيعد رمسيعا		PERICO
11142		DATE
UMBER	162-M453	
	COST CODE	A DUNT



License No 869751

MODELS	JOB WORK ORDE	ER	NO 575442
PRODUCTION			AWP #
PREP EXTRA			
CONSUMER AFFAIRS			PO#162-MY5
CUSTOMER SERVICE	CLAIM#	_ □ EMERGENCY	SpB# 4/14 74
DEVELOPER NAME	S. Co.		<u>'U</u>
PROJECT NAME		TRACT #	PH#
PROJECT LOCATION	murric fa		
	DESCRIPTION OF WORK		DATE HOURS
building#3 on	unit # 312-318	-217-117	
Deye	cering correct	e to	120-
	cering correct	100.	7-50-02
	146	lex	
			7
BACKCHARGE			
REASON FOR BACKCHARGE		AMOUNT	
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE	
EMPLOYEE NAME	sur A. Q	PAINT BRYWALL TOTAL HO	ins >
WORK AUTHORIZED BY		HOURLY F	ATE 144
APPROVAL SIGNATURE	ATTLE	MATER	AL 3
APPROVAL DATE		TÓTAL AM	DUE: \$343



License No 869751

MODELS PRODUCTION	JOB WORK ORDER	NO 575443
PREP EXTRA CONSUMER AFFAIRS CUSTOMER SERVICE	CLAIM# DEMERGENCY	AWP# PO# 162-M 45 OB# 4/14/29
DEVELOPER NAME	Co	-0
PROJECT NAME	ad 55/e TRACT#	PH#
PROJECT LOCATION	viriefa	
bulling #3 unit	# 3/2 Jaywall of Closet (Yours)	MATE HOURS
BACKCHARGE		
REASON FOR BACKCHARGE	AMOU	NT
BACKCHARGE NOTIFIED TO		
NOTTFIED BY	DATE .	
EMPLOYEE NAME	WI WALL	HOURS Z
WORK AUTHORIZED BY		149
APPROVAL SIGNATURE		AMT DUE & 72
APPROVAL DATE	TOTAL Carit	770 -



License No 869751

MODELS	JOB WORK ORDE	R	NO 575444
PRODUCTION			AWP #
PREP EXTRA			
CONSUMER AFFAIRS			PO#162-M453
CUSTOMER SERVICE	CLAIM#	☐ EMERGENCY	JBB#411474
DEVELOPER NAME	G. Co.		
PROJECT NAME	grand isle	TRACT #	PH#
PROJECT LOCATION	grand isle musiceta		
SIOT =	DESCRIPTION OF WORK		DATE
bu 1019 73 1	5 + 1001 Mail. 80	<i>*</i>	
+(a)	ned wrong		2-4-02
			5
BACKCHARGE			
SUBCONTRACTOR		AMOU?	VT
REASON FOR BACKCHARGE			
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE _	
EMPLOYEE NAME	esor f. Q	PAINT ORYWALL TOTAL	HOURS :
WORK AUTHORIZED BY		HOURI	YBATE \$49
APPROVAL SIGNATURE	4	MAI	ERIAL
APPROVAL DATE	- 0	TOTAL	AMT DUE \$ 245



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

(949) 975-0617

FAX (949) 975-0625

PURCHASE ORDER REQUEST FORM

				_
PROJECT	Village N a ' 453	PO/SSUED TO	CaP.t	al
REQUESTED BY	Steve	CONTACT NAME	RON	lake
DATE REQUESTS	12-3-07	CONTACT PHONE		
DESCRIPTION (PLEASE BE DETAILED)	elevator machine room: 102. Cut wire - 110	- Q hert Pige	4 hrs	Crown
	30) missing wire		- (# 5	Helix
O AMOUNT HOT TO EXCEED)	53900		RIDG	2/3
BACK CHARGES	SUBCONTRACTOR Crown	AMOUNT	West Roe	inshilled Late
	DANS	196-	Found 8	Hot ek
	Heix		- Due To	
	24 12-3-07 APPROVED 539.	FOR OFFICE USE DNL))	ENIED	
	539.			
RALD ROCHE, DIREC	CTOR OF CONSTRUCTION	DATE	**************************************	
NUMBER	163-M453			
	COST CODE	AMOUNT		



1.1

License No 869751

MODELS	JOB WORK ORDE	ER	NO.57544 7
PRODUCTION			AWP #
PREP EXTRA			
CONSUMER AFFAIRS			96#163-M453
CUSTOMER SERVICE	CLAIM#	_ O EMERGENCY	30 # 4114 724
DEVELOPER NAME	Co		
PROJECT NAME	round 15/e	TRACT #	PH#
PROJECT LOCATION	n urrieta		
NOT SECTION	DESCRIPTION OF WORK		DATE HOURS
	afor machine in	oom	
Vent	pipe		
	Crou		7
building # 3 102	cut wire		
10	noil wire	Davis)	4
11/2 1/2	# 303 mising		2-7-07 3
Bu lang # 3 vact	# 303 Mising	wire !	5
		Helex)	
BACKCHARGE			
SUBCONTRACTOR		AMOUNT	
REASON FOR BACKCHARGE			
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE	
EMPLOYEE NAME	sas A. J.	PAINT TOTAL HO	uns all
WORK AUTHORIZED BY		HOURLY	ATE 949
APPROVAL SIGNATURE	Mely	Y (MATERI	AL
APPROVAL DATE	12-11-	OT TOTAL AM	539

	PURCHASE O	RDER REQUEST FORM		
PROJECT	453	PO ISSUED TO	capital	
REQUESTED BY	Steve	CONTACT NAME	RON lane	
DATE REQUESTE	12-10-07	CONTACT PHONE.		
DESCRIPTION				
Bld	3 units	201, 30	1, 211, 311.	
IN	are drynall ,	ePasis du	e to X-act	-
_	in Litting A/C			
Mail.	s. 9 hrs			
21	3,117,114 90	arts have	hold @ dil	ty arm
due	to not cutti	19 down to	he Pile Befo	re Fraducti
A FYW PO AMOUNT	44 (637	<u>o</u> ,		
BACKO-WRGES	SUBCONTRACTOR	MOUNT	521 9	1-
	Y-aet	(441.00) 5× 8/	
			Y-Ac	- 1
	Parks	196 -	12 -1	0-00
			·	
ICKHUFFMAN (APPROVED	DENIED		·
OUES HARAND >	- MIK 2	OENNED		
O NUMBER 191	· 11153			



Capital Drywall, LP License No 869751

MODELS	JOB WORK ORDEI	R	NO 575449
PRODUCTION			AWP #
PREP EXTRA			
CONSUMER AFFAIRS			PO#167-M453
CUSTOMER SERVICE	CLAIM#	□ EMERGENCY	90 # 4/1474
DEVELOPER NAME	-G Cu.		<u> </u>
PROJECT NAME	rand isle	TRACT #	PH#
PROJECT LOCATION	murrieta		
MODERAL AND ASSESSMENT	DESCRIPTION OF WORK WAS		DATE BY THOURS
wilding #	3 Unit # 201-30	1-211-311	
dryu	fall repair Due to	X ACT	
- Finish	hotting HC	ine Sets	
$u\eta T$	base nall)		9
building #3 un	1 # 213-117-114	Duck la	we
hole	at Just y arm	Due 70	
net c	utting down the	orpe before	re 4
	production	10 12	
		12-12	3-02
BACKCHARGE			
SUBCONTRACTOR		AMOUNT	
REASON FOR BACKCHARGE			
BACKCHARGE NOTIFIED TO			
NOTIFIED BY		DATE	
		PAINT PAINT	1900
EMPLOYEE NAME	exer A. C. B	DRYWALL TOTAL HO	/3
WORK AUTHORIZED BY		HOURLY R	\$49
APPROVAL SIGNATURE	to	STATE H	
APPROVAL DATE	7-19-02	TOTAL AM	OUE 8/6 37
/			7

G COMPANIES CONSTRUCTION, INC

1105 QUAIL STREET
NEWPORT BEACH CA 92660
Phone (940) BSS 3832

Phone (949) 955 3832 Fax (949) 752 7108

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

[California Civil Code §3262 (d)(3)]

Upon rece	ipt by the undersigned	of a check from G COMPANIES CONSTRUCTION, INC
in the sum of \$	5888 50	(Maker of Cneck)
		(Amount of Check)
payable to CAPITA	L DRYWALL	
		(Payee or Payees of Check)
and when the chec	k has been properly en	dorsed and has been paid by the bank upon which it is drawn, this
document shall be	come effective to releas	se any mechanic's lien, stop notice, or bond right the undersigned has
on the job of MURI	RIETA VILLAGE WALK	L P located at 24415 VILLAGE WALK PLACE, MURRIETA, CA 92562
This releas	se covers the final paym	nent to the undersigned for all labor, services equipment or material
furnished on the jo	b, except for disputed o	laims for additional work in the amount of \$ -0-
Before any recipier	nt of this document relie	es on it, the party should verify evidence of payment to the undersigned
Dated <u>1-11-08</u>		CAPITAL DRYWALL (Name)
		(Title)
		FRANK SCARDINO PRESIDENT

** ALL LABOR USED ON THE ABOVE REFERENCED PROJECT HAS BEEN PAID THROUGH COMPANY PAYROLL

NOTE CIVIL CODE SECTION 3262 (d)(3) PROVIDES Where claimant is required to execute a waiver and release in exchange for or in order to induce the payment of, a final payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release the waiver and release shall follow substantially the form set forth above

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES (for a unconditional waiver and release upon progress payment use Wolcotts Form 32624 or 32624D)

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ON FACE OF FORM AND HAVE BEEN PAID IN FULL TO DATE

auch	1-11-08 (Date)	(Signature of Individual Performing Labor for Wages)	(Date)
(Significan of Midividual Performing Labor for Wages)		, , , , , , , , , , , , , , , , , , , ,	
(Signature of Inquiritial Performing Labor for Wages)	1 11-08 (Date)	(Signature of Individual Performing Labor for Wages)	(Date)
(1) S	1-11-08		
(Signature of Individual Performing Labor for Wages)	(Date)	(Signature of Individual Performing Labor for Wages)	(Date)
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(Signature of Individual Performing Labor for Wages)	(Date)	(Signature of Individual Portorning Labor for Wages)	(Date)
(Signature of individual Performing Labor for Wages)	(Date)	(Signature of Individual Performing Labor for Wages)	(Date)

INVOICE

1 1

CAPITAL DRYWALL 1341 W ARROW HIGHWAY SAN DIMAS, CA 91773 (909) 599-6729

INVOICE

243,691 65

JOB NAME		INVOICE NUMBER	58777~
VILLAGE WALK	OUR INFO	INVOICE DATE- CUSTOMER NUMBER JOB NUMBER PROCESSOR # 00431 REF # 6420046	193746 411474 EYOJ48506
BILL TO G COMPANIES CONSTRUCTION, INC PO BOX 2990		YOUR REF	
NEWPORT BEACH CA 926	58	COMPANY	00401
Description	Quanity	Unit Price	Total
PLEASE SEE ATTACHED PAYMENT SCHEDULE			
TEXTURE BLDG 4F 1ST FL			35,256 15
TEXTURE BLDG 4F 2ND FL			35,256 15
TEXTURE BLDG 4F 3RD FL			35,256 15
TEXTURE BLDG 5G 1ST FL			35,256 15
TEXTURE BLDG 5G 2ND FL			35,256 15
TEXTURE BLDG 5G 3RD FL			35,256 15
7% CHANGE ORDER #2			3,983 70
29% CHANGE ORDER #3			13,089 44
29% CHANGE ORDER #4			42,158 46
LESS 10% RETENTION			27,076 85-

NET INVOICE

MATERIALS OUT OF OWNED STOCK UNLESS OTHERWISE NOTED ABOVE

G Companies Construction, Inc. 1105 Quail Street Newport Beach, CA 92660 (949) 955-3832

SUBCONTRACTOR INVOICE

			Date	L_	October 20 2007	
Subcontractor's Name	CAPITAL DRYWALL IN	C	Invoice	No [58777	
Remittance Address	1341 WEST ARROW HIC	SHWAY	Phone	No [(909) 599-6729	
	SAN DIMAS, CA 91773		Fax No		(909) 599-5052	_
The following notice co	overs work completed t	hrough calendar mon	th ended		20 Oct	
Job Name	VILLAGE WAY/MURRIETA 453	.	Contra	ct [M453-1001	7
Job Address	24415 VILLAGE WALK PLACE	MURRIETA CA 92562				
1 Original Contract	Amount	(Reference Payment Sche	dule Column C)		2 845 492 0	O O
2 Change Order #1	thru	(Reference Payment Sche	dule Column D)	+	277 910 0	0
3 Revised Contract	Amount			=[3,123 402 0	o o
4 84% % Comple	te to Date	(Reference Payment Sche	dule Column K)		2 632,725 2	0
5 Less 10%	% Retention	(Reference Payment Sche	edule Column M)	-[3	263,272 5	2
6 Total This Request				= 3	2 369 452 6	8
7 Less Amount Prev	iously Billed	(Pnor Gross To Date Pnor I	Refention Billed)	-[]	2 125 761 0	3
8 Amount Due This F	ayment			=[3	243,691 6	5
	_			1 0		
Ву			Title	Frank	Scardino	
(Original Signature	- blue Ink ONLY)			Preside	at	
DO NOT WRITE BELOW	THIS LINE					
Vendor #	Acci #	Job #	P M /SUPT APP	D O C APP	ACCT APP	
				- ^'' -	Acr	
Insurance	Area #	Draw #	P M Date	D O C Date	ACCT Date	
		DIG##		_ Dale _	Date	
						Plat BERG
			AWOUR	VITPAID TO DA	TE STATE OF THE ST	
Check	Check	JOINT CHE	CK(S)			
Date	No	Joint P	'ayee	R	Refention	Net
						
						Washington Warrant & Warran

Project Contractor	्ट्रेड्ड इ.स.	GE WAY/	ALL INC	453				- Ω	ontract Number Invoice Number Invoice Date	MASS-1001 58777 10/20/07				
Address Telephone No Fax No	2 2 2 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	\$ 134) WEST ARROW HIGHWAY SAN DIMAS CA 91773 \$ (909) 599 6729 \$ (709) 599 5052	OW HIGH	WAY										
	[X.	-		~	1	*
	1			င	o	m		G	z z	Nina I	Tola	Balance	Prior	Current
Description	7	7	_	Original	Approved	Revised	Percent	Complete	Gross	This	Completed	Complete	Refention	Referition (
	Ş	On the		alue of Work	to Date	Value of Work	Complete	this Period	to Date	FxG	± +	E .		
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8Y 10%	Н			11 750 05		1		Ş	\$ 11.752.05		3 11 752 05		1 175 21	د اد
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CONTRACT WORK

Project Contractor	CAILLA	Project VILLAGE WAY/MURRIETA 453 Contractor CAPITAL DRYWALL INC	ETA 453				= Ç	Contract Number M453 1001 Invoice Number 58777	453 1001 8777 8778/87				
Address Telephone No Fax No	1341 V (909)	Address 1341 WEST ARROW HIGHWAY SAN DIMAS CA 91773 IONE NO (909) 599 4729 Fax No (909) 599 5052	IGHWAY					invoice Date 10/20/07	0/20/07				
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G COMPANIES CONSTRUCTION, INC

1105 QUAIL STREET **NEWPORT BEACH CA 92660** (949) 955 3832 Phone (949) 752 7108

Fax

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(California Civil Code §3262 (d)(1))

Upon recei	ot by the undersianed	of a check from G COMPANIES CONSTRUCTION, INC
	-	(Maker of Check)
in the sum of \$	243,691 65	
		(Amount of Check)
payable to CAPITA	L DRYWALL	
		(Payee or Payees of Check)
document shall be on the job of MURI to the following ex	come effective to rele RIETA VILLAGE WAL (Owner) tent This release of	endorsed and has been paid by the bank upon which it is drawn, this ase any mechanic's lien, stop notice, or bond right the undersigned has KLP_located at 24415-VILLAGE-WALK-PLACE , MURRIETA, CA 92562 (Job Descriptor) covers a progress payment for labor, services, equipment, or material ES, INC through 10-20-07 only and does not cover any retentions (Date)
received, extras or under a written cha by this release unle stop notice, or bon contract based upo recover compensa furnished labor se	items furnished after inge order which has less specifically reserved id right shall not other on a rescission, abar- tion for furnished later invices, equipment, or	extras furnished before the release date for which payment has not been the release date. Rights based upon work performed or times furnished been fully executed by the parties prior to the release date are covered yed by the claimant in this release. This release of any mechanics lien, erwise affect the contract rights, including rights between parties to the adonment, or breach of the contract, or the right of the undersigned to bor services equipment, or material covered by this release if that material was not compensated by the progress payment. Before any said party should verify evidence of payment to the undersigned.
Dated <u>10-20-07</u>	,	CAPITAL DRYWALL (Name)
		FRANK SCARDINO, PRESIDENT

ALL LABOR USED ON THE ABOVE REFERENCED PROJECT HAS BEEN PAID THROUGH COMPANY PAYROLL

NOTE CIVIL CODE SECTION 3262 (d)(1) PROVIDES Where claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES

(for a unconditional waiver and release upon progress payment use Wolcotts Form 32622 or 32622D)

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DECRIBED ON FACE OF FORM AND HAVE BEEN PAID IN FULL TO DATE

_		10 20-07		
(5	ignature of Individual Performing Labor for Wages)	(Date)	(Signature of Individual Performing Labor for Wages)	(Date)
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INVOICE

CAPITAL DRYWALL 1341 W ARROW HIGHWAY SAN DIMAS, CA 91773 (909) 599-6729

TEXTURE BLDG 6C 3RD FLOOR

TEXTURE BLDG 3E 1ST FLOOR

TEXTURE BLDG 3E 2ND FLOOR

INVOICE

35,256 15

35,256 15

35,256 15

(909) 599-6729			
JOB NAME.		INVOICE NUMBER	571 66 🗸
VILLAGE WALK	OUR INFO	INVOICE DATE CUSTOMER NUMBER JOB NUMBER PROCESSOR # 84411 REF # 6418449	193746 411474 DEYOJ48506
BILL TO G COMPANTES CONSTRUCTION, INC PO BOX 2990		YOUR REF	
NEWPORT BEACH CA 9265	58	COMPANY	00401
Description	Quanity	Unit Price	Total
PLEASE SEE ATTACHED PAYMENT SCHEDULE			
PRELIM LABOR BLDG 8A 1ST FLOOR			9,049 08
PRELIM LABOR BLDG 8A 2ND FLOOR			9,049 08
PRELIM LABOR BLDG 8A 3RD FLOOR			9,049 08
PRELIM LABOR BLDG 5G 1ST FLOOR			9,049.08
PRELIM LABOR BLDG 5G 2ND FLOOR			9,049 08
PRELIM LABOR BLDG 5G 3RD FLOOR			9,049 08
HANG BLDG 4F 1ST FLOOR			35,256 15
HANG BLDG 4F 2ND FLOOR			35,256 15
HANG BLDG 4F 3RD FLOOR			35,256 15
5% HANG BLDG 5G 1ST FLOOR			1,762 81
5% HANG BLDG 5G 2ND FLOOR			1,762 81
5% HANG BLDG 5G 3RD FLOOR			1,762 81
TEXTURE BLDG 6C 1ST FLOOR			35,256 15
TEXTURE BLDG 6C 2DN FLOOR			35,256 15

CAPITAL DRYWALL 1341 W ARROW HIGHWAY SAN DIMAS, CA 91773 (909) 599-6729

INVOICE

JOB NAME VILLAGE WALK INVOICE NUMBER INVOICE DATE 09/20/07

57166

Description	Quanity	Unit Price	Total
TEXTURE BLDG 3E 3RD FLOOR	~ * * * * * * * * * * * * * * * * * * *		35,256 15
21% CHANGE ORDER #2			11,951 10
56% CHANGE ORDER #3			25,276 16
56% CHANGE ORDER #4			81,409 44
LESS RETENTION			49,552 51-
		NET INVOICE	445.972.45

MATERIALS OUT OF OWNED STOCK UNLESS OTHERWISE NOTED ABOVE

G Companies Construction, Inc. 1105 Quail Street Newport Beach CA 92660 (949) 955 3832

SUBCONTRACTOR INVOICE

			Date		September 20 200	7
Subcontractor's Name	CAPITAL DRYWALL, IN	C	Invoice	No [57166	
	1341 WEST ARROW HI		Phone	No [{909} 599-6729	
	SAN DIMAS CA 9177		Fax No		(909) 599 5052	
The following notice us	overs work completed	through calendar month	h ended		20-Sep	
Job Name	VILLAGE WAY/MURRIETA 45	3	Contra	ict [M453-1001	
Job Address	24415 VILLAGE WALK PLAC	E MURRIETA CA 92562				
1 Onginal Contract	Amount	(Reference Payment Sched	lule Calumn C)		\$ 28454920	0
2 Change Order #1	thru 1	(Reference Payment Sched	iule Column D)	+[\$ 277 910 0	<u>o</u>
3 Revised Contract	Amount			=[\$ 3 123 402 0	× ·
4 76% % Comple	te to Date	(Reference Payment Sched	dule Column K)		\$ 23619567	
5 Less 10% 9	& Retention	(Reference Payment Sched	dule Column M)	-[\$ 236 195 6	57
6 Total This Request				=[\$ 2 125 761 0	
7 Less Amount Prev	iously Billed	(Prior Gross To Date Pnor R	etention Billed)	-[\$ 1 679 788 5	
8 Amount Due This F	ayment			=[\$ 445 972 4	15
				Preside	Scardino	
Ву			Title	I I calm	N31.p	
(Original Signature	e - Blue ink ONLY)					
DO NOT WRITE BELOW	THIS LINE		P M /SUPT	DOC	ACCT	
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			P M	DOC	ACCT	
Insurance	Area #	Draw #	Date	Date _	Date	
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SCHEDULE D PAYMENT SCHEDULE

G COMPANIES CONSTRUCTION, INC

1105 QUAIL STREET NEWPORT BEACH CA 92660

Phone (949) 955 3832 Fax (949) 752 7108

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code §3262 (d)(1)]

Upon rece	pt by the undersigned	of a check from G COMPANIES CONSTRUCTION, INC
·		(Maker of Check)
in the sum of \$	445,972,45	
		(Amount of Check)
payable to CAPITA	L DRYWALL	
		(Payee or Payees of Check)
document shall be on the job of <u>MUR</u> to the following ex	come effective to rele <u>RIETA VILLAGE WAL</u> (Owner) tent This release of	endorsed and has been paid by the bank upon which it is drawn, this ase any mechanic's lien, stop notice, or bond right the undersigned has https://likelines/killings-killing
iumished to GCO	(Your Customer)	ES, INC through 09-20-07 only and does not cover any retentions
received, extras or under a written cha by this release unl stop notice, or bor contract based up- recover compensa furnished labor, se	items furnished after ange order which has ess specifically reserved ind right shall not other on a rescission, abanation for furnished lal ervices, equipment, or	extras furnished before the release date for which payment has not been the release date. Rights based upon work performed or times furnished been fully executed by the parties prior to the release date are covered red by the claimant in this release. This release of any mechanics lien, exists affect the contract rights, including rights between parties to the idonment, or breach of the contract, or the right of the undersigned to bor, services, equipment, or material covered by this release if that material was not compensated by the progress payment. Before any aid party should verify evidence of payment to the undersigned.
Dated <u>09-20-07</u>		CAPITAL DRYWALL (Nerrie)
		FRANK SCARDINO, PRESIDENT

** ALL LABOR USED ON THE ABOVE REFERENCED PROJECT HAS BEEN PAID THROUGH COMPANY PAYROLL

NOTE CIVIL CODE SECTION 3262 (d)(1) PROVIDES Where claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES (for a unconditional waiver and release upon progress payment use Wolcotts Form 32622 or 32622D)

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ON FACE OF FORM AND HAVE BEEN PAID IN FULL TO DATE

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CAPITAL DRYWALL 1341 W ARROW HIGHWAY SAN DIMAS, CA 91773

INVOICE

INVOICE

	(909) 599-6729					
JOB				INVOICE NUMBER	60870	
VILL	AGE WALK			INVOICE DATE	11/20/07	
			OUR INFO	CUSTOMER NUMBER JOB NUMBER	193746 411474	
				PROCESSOR # 2060 REF # 6422063	DEYOJ48506 60877	
BILI					00077	
	G COMPANIES CONSTRUCTION, PO BOX 2990	INC		YOUR REF		
	NEWPORT BEACH	CA 926	558	COMPANY	00401	

Description	Quanity	Unit Price	Total
PLEASE SEE ATTACHED PAYMENT SCHEDULE			
100% HANG BLDG 8 1ST FL			35,256 15
100% HANG BLDG 8 2ND FL			35,256 15
100% HANG BLDG 8 3RD FL			35,256 15
100% HANG BLDG 7 1ST FL			35,256 15
100% HANG BLDG 7 2ND FL			35,256 15
100% HANG BLDG 7 3RD FL			35,256 15
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100% TEXTURE BLDG 7 3RD FL			35,256 15
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15% CHANGE ORDER #3			6,770 40
15% CHANGE ORDER #4			21,806 10
100% CHANGE ORDER #5			7,502 00
100% CHANGE ORDER #6			3,920 00

CAPITAL DRYWALL 1341 W ARROW HIGHWAY SAN DIMAS, CA 91773 (909) 599-6729

INVOICE

JOB NAME VILLAGE WALK

INVOICE NUMBER INVOICE DATE 11/20/07

60870

Description	Quanity	Unit Price	Total
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		NET INVOICE	441,609 12

MATERIALS OUT OF OWNED STOCK UNLESS OTHERWISE NOTED ABOVE

1.1

G Companies Construction, Inc. 1105 Quail Street Newport Beach CA 92660 (949) 955 3832

SUBCONTRACTOR INVOICE

Date

November 20 2007

Subcontractor's Name	CAPITAL DRYWALL, IN	ić	Invoice	No [60870	
Remittance Address	1341 WEST ARROW HI	the same of the sa	Phone t	No [(909) 599-6729	
	SAN DIMAS CA 9177	3	Fax No		(909) 599-5052	
The following notice co	overs work completed	through calendar mon	th ended	[20-Nov	
Job Name	VILLAGE WAY/MURRIETA 45	3	Contrac	ct [M453-1001	
Job Address	24415 VILLAGE WALK PLAC	E MURRIETA CA 92562				
1 Original Contract	Amount	(Reference Payment Sche	dule Calumn C)	[\$ 2845 492 00	
2 Change Order #1		(Reference Payment Sche	dule Column D)	+[\$ 277 910 00	
3 Revised Contract				=[\$ 3 123 402 00	
4 100% % Comple	te to Date	(Reference Payment Sche	edule Column K)	[\$ 3 123 402 00	
5 Less 10%	% Retention	(Reference Payment Sche	edule Column M)	-[\$ 312 340 20	
6 Total This Request				=[\$ 281106180	
7 Less Amount Prev	riously Billed	(Pnor Gross to Date Prior	Retention Billed)	{	\$ 2 369 452 68	
8 Amount Due This I	Payment			=[\$ 441 609 12	
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Contract Number M453 1001 Invoice Number 60870 Invoice Date 11/20/07

Project MILIAGE WAY/MÜRREEK ASS
Contractor CARITAL DEFWALL, INC
Address 1341 WEST ARROW HIGHWAY
AND DIMAS CA 91773
Telephone No. [1907) 587 6729
Fox No. [1907) 587 5052

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PAYMENT SCHEDULE D

Contract Number M453 100 treates Number 40870 invoice Date 11/20/07

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G COMPANIES CONSTRUCTION, INC

1105 QUAIL STREET NEWPORT BEACH, CA 92660

Phone (949) 955 3832 Fax (949) 752 7108

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code §3262 (d)(1)]

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•	, ,	(Maker of Check)
in the sum of \$	441,609 12	
		(Amount of Check)
payable to CAPITA	L DRYWALL	
		(Payee or Payees of Check)
and when the che	ck has been properly	endorsed and has been paid by the bank upon which it is drawn, this
		ase any mechanic's lien, stop notice, or bond right the undersigned has
Oli 1110 JOO OI <u>151011</u>	(Owner)	(Job Description)
to the following ex	ctent. This release co	overs a progress payment for labor, services, equipment, or material
furnished to GCO	MPANIES COMPANIE	S, INC through 11-20-07 only and does not cover any retentions
	(Your Customer)	(Dale)
received, extras or under a written cha by this release unli- stop notice, or bor contract based up- recover compensa- furnished labor, se	items furnished after tange order which has less specifically reserved right shall not other a rescission, abandation for furnished labitivices, equipment, or	extras furnished before the release date for which payment has not been the release date. Rights based upon work performed or times furnished been fully executed by the parties prior to the release date are covered ed by the claimant in this release. This release of any mechanics lien, rwise affect the contract rights, including rights between parties to the donment, or breach of the contract, or the right of the undersigned to for, services, equipment, or material covered by this release if that material was not compensated by the progress payment. Before any aid party should verify evidence of payment to the undersigned
Dated <u>11-20-07</u>		CAPITAL DRYWALL
		EDANIA CCADDINO DECODENT
on the job of MUR to the following exfurnished to GCO retained before or a received, extras or under a written chaby this release unlestop notice, or bor contract based uppercover compensationished labor, se	RIETA VILLAGE WALL (Comer) Attent This release of MPANIES COMPANIE (Your Customer) after the release date, of items furnished after the ange order which has been specifically reserve and right shall not othe on a rescission, abanction for furnished lab rvices, equipment, or	KLP located at 24415 VILLAGE WALK PLACE, MURRIETA, CA 92562 (Job Description) overs a progress payment for labor, services, equipment, or material 11-20-07 only and does not cover any retentions extras furnished before the release date for which payment has not been the release date. Rights based upon work performed or times furnished been fully executed by the parties prior to the release date are covered by the claimant in this release. This release of any mechanics lien, rwise affect the contract rights, including rights between parties to the donment, or breach of the contract, or the right of the undersigned to nor, services, equipment, or material covered by this release if that material was not compensated by the progress payment. Before any aid party should verify evidence of payment to the undersigned. CAPITAL DRYWALL (Name)

** ALL LABOR USED ON THE ABOVE REFERENCED PROJECT HAS BEEN PAID THROUGH COMPANY PAYROLL

NOTE CIVIL CODE SECTION 3262 (d)(1) PROVIDES Where claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release the waiver and release shall follow substantially the form set forth above

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES

(for a unconditional waiver and release upon progress payment use Wolcotts Form 32622 or 32622D)

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ON FACE OF FORM AND HAVE BEEN PAID IN FULL TO DATE

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W. P. Contract	11-20-07		
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Central District Of California Claims Register

8:08-bk-13150-RK James C Gianulias CASE CONVERTED on 07/02/2008

Judge Robert N Kwan Chapter 11
Office Santa Ana Last Date to file claims 11/12/2008

Trustee Last Date to file (Govt)

14

	Truste	ee	Last Date to	me (Govt)
Creditor Capital Dryvic/o Marc S H Hines Smith 3080 Bistol	Hmes Carter St Ste 540		Claim No 46 Filed 11/10/2008 Entered 11/20/2008	Status Filed by CR Entered by Mccall, Audrey Modified
		\$1243750 63 \$1243750 63		
History 46-1 1	1/10/2008	Claim #46 filed (Mccall, Audre		otal amount claimed \$1243750 63
Description				
Remarks		- Ann annual Ann annual Ann annual Annual Annual Annual Annual Annual Annual Annual Annual Annual Annual Annua	1998/2014 - 1994 (1998) (1994)	

Claims Register Summary