

William L. Miltner                      **SBN 139097**  
**MILTNER & MENCK, APC**  
**402 W. Broadway, Suite 960**  
**San Diego, CA 92101**  
**619-615-5333**

**Attorney for Plaintiff**

**ELECTRONICALLY FILED**  
**Superior Court of California,**  
**County of San Diego**

**5/14/2025 3:05:48 PM**

**Clerk of the Superior Court**  
**By J. Siharath                      ,Deputy Clerk**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**

**CENTRAL HALL OF JUSTICE**

BBD, INC., A California Corporation, )	CASE NO.
and DAVID OLDFIELD, an individual; )	37-2024-00014480-CU-
)	BC-CTL
Plaintiff, )	
)	APPLICATION AND
v. )	ORDER FOR SERVICE BY
)	PUBLICATION
GLOBAL DESIGN & CONSTRUCTION, INC., )	
a California corporation; SHAY )	
ASSAIAG, an individual doing business )	
as GLOBAL DESIGN & CONSTRUCTION, INC;) )	
WESTERN SURETY COMPANY, a California )	
business entity form unknown; RSF )	
BUILDERS INC., a California )	
Corporation; THE NORTH RIVER )	
INSURANCE COMPANY, a business entity )	
form unknown; and DOES 1 through 100,) )	
inclusive, )	
)	
Defendants. )	
_____ )	

COMES NOW THE PLAINTIFFS who submit this Application for Order  
for Service by Publication.

**FACTS OF THE CASE**

This case is related to a breach of complaint as described in  
the Complaint.

### REQUEST

Plaintiff has been unable to locate or effect service of process on the Defendant, **Shay Assaiag** in the above-captioned case. Plaintiff conducted an exhaustive search for Defendant without success (see Exhibit "A"). Plaintiff hereby requests that the Court issue an Order for Service by Publication for a minimum period of once a week for four (4) successive weeks in the online legal notice publication, *Global Legal Notices®*, a website of general circulation in **Israel** and surrounding regions which specializes in service by publication and which provides numerous benefits over traditional print newspapers. Their publication policy is to publish the Order, any notices, and all court-issued documents continuously for a period of four (4) successive weeks, which exceeds statutory requirements.

### ARGUMENT

Plaintiff has attempted unsuccessfully to locate and serve the Defendant utilizing traditional service of process methods. Defendant has made himself unavailable for service of process. The most practical available alternative method of service is service by publication. The only known method for service by publication in Israel is through *Global Legal Notices®* which provides a more thorough method to give actual notice to the

Defendant, as described on their legal notice website at [www.GlobalLegalNotices.com](http://www.GlobalLegalNotices.com).

This method allows for a greater opportunity to give actual notice to the Defendant than service by publication in a traditional newspaper. It provides publication of the Court Order, plus the entire set of Court-issued documents. Further, the publication period exceeds the customary once a week for four (4) successive weeks by continually publishing the documents for an indefinite period, as allowed by law or necessity. In addition, a Google search by the Defendant's name and country will typically appear on page one of the Google search after approximately five days, thus, providing a greater opportunity to give actual notice to the Defendant.

#### **MEMORANDUM OF POINTS AND AUTHORITIES**

The U.S. Supreme Court in *Mullane v. Central Hanover Trust & Bank Co.*, 22 ILL.339, U.S. 306, 70 S. Ct. 652, 94 L. Ed. 865 (1950), found that, *"It is a logical step forward in the evolution of civil procedure that the use of new technologies in common communication be utilized."*

U.S. courts have reasoned that service by publication on foreign defendants is permitted under Federal Rules of Civil Procedure 4(F)(3). Rule 4 allows service of process on a foreign individual:

(1) by internationally agreed upon means of service reasonably

calculated to give notice; (2) by a reasonably calculated method as prescribed by the country's law for service for general actions or as the foreign authority directs to a letter rogatory; or (3) by other means not prohibited by international agreement [emphasis added].

Because the 1993 amendments to FRCP 4(F) urge that FRCP (4)(3) be construed liberally, the courts have interpreted FRCP 4(F)(3) as authorizing them to utilize technological advancements for serving foreign defendants. Further, California Rules of Civil Procedure, Section 415.50, allows for service by publication. The challenge facing Plaintiff in this case is there are no traditional newspapers in Israel that will allow for publication of legal notices which originate in courts in the United States.

#### **CONCLUSION**

*Global Legal Notices®* offers an improved method of providing actual notice to a Defendant of a pending lawsuit while satisfying the Court's requirements for service by publication.

It is widely held that service by publication has a limited success rate in providing actual notice to a defendant that a legal case is pending. Yet, courts routinely issue an order allowing for service by publication in a newspaper, either print or online, as a last resort method to complete

service of process.

Wherefore, Plaintiff respectfully requests that the Court  
issue an Order for Service by Publication in the instant case.

Respectfully submitted,



William L. Miltner  
Attorney for Plaintiff

**ORDER FOR SERVICE BY PUBLICATION**

IT IS SO ORDERED THAT service of the Summons, Complaint, and all  
related court-issued documents in the case BBD, Inc., et al. v.  
Global Design & Construction, Inc. et al., Case No.  
be published in Global Legal Notices, LLC, a publication of  
general circulation in Israel, for a period of four  
(4) successive weeks, naming the Defendant, and that  
Proof of Publication be filed with this court no later than  
thirty (30) days after completion of the publication.

Dated: 5/20/, 2025

Judge



LOREN G. FREESTONE

## **Exhibit “A”**

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CENTRAL HALL OF JUSTICE**

BBD, INC., a California Corporation, )  
and DAVID OLDFIELD, an individual )  
 )  
Plaintiff, )  
 )  
V. )  
 )  
GLOBAL DESIGN & CONSTRUCTION,) )  
INC., A California Corporation; SHAY )  
ASSAIAG, an individual doing business )  
as GLOBAL DESIGN & )  
CONSTRUCTION, INC.; WESTERN )  
SURETY COMPANY, a California )  
Business entity form unknown; RSF )  
BUILDERS INC., a California )  
corporation; THE NORTH RIVER )  
INSURANCE COMPANY, a business )  
Entity form unknown; and DOES 1 )  
through 100, inclusive, )  
 )  
Defendantst. )  
\_\_\_\_\_ )

Case No. 37-2024-00014480-CU-BC-CTL

DECLARATION IN SUPPORT  
OF PLAINTIFF'S MOTION  
MOTION FOR SERVICE BY  
PUBLICATION

I, Nelson Tucker, offer this Declaration in support of  
Plaintiff's Motion for Service by Publication:

1. My firm, Process Service Network, LLC, was retained by  
Plaintiffs to locate the Defendant, Shay Assaiag, for the  
purpose of serving him with the Summons and Complaint in  
this case.
2. I am the CEO of Process Service Network, LLC, a process  
server and investigator with extensive experience in  
international service of process, am over the age of 18

years, and not a party to the within-named action. I have been a Registered Process Server and owner of Process Service Network, LLC since 1978. I have authored four (4) books on service of process, international investigations and court filing procedures and have conducted training seminars for the past 39 years. I regularly serve, or cause to be served, legal documents domestically and worldwide and supervise all international service and investigation assignments for clients who make assignments to us in Israel. I regularly conduct MCLE courses on international service of process for major law firms and state Bar Associations. I am an Associate Member of the American Bar Association (ABA), Member of the Section on International Law and Section on International Trade. I am also a member of the Los Angeles County Bar Association, Member of the International Law Committee. I am also a member of the California Lawyers Association, Member of the International Law Committee and Family Law Committee. I am a Life Member of the *National Association of Investigative Specialists* and the *International Process Servers Association*. I am qualified as an expert in my field and can competently testify to the facts stated and declared within.

3. I personally directed, and participated in, an investigation to locate Shay Assaiag ("Defendant") which



was commenced on March 31, 2025, and concluded on April 14, 2025. Our firm made the following efforts to locate the Defendant in Israel, his last known place of residence. The following is a result of that search:

4. Search using Facebook, Twitter, Instagram, LinkedIn, MySpace, YouTube, Google+, WhatsApp, TikTok, XPlace, WeChat, Line and Foursquare. Result: Numerous similar names were located but none were a match to the Defendant.
5. All online telephone directories for the region of Tel Aviv, Israel. Result: no listings were found.
6. Criminal index for Israel. Result: Records are not currently available to non-government personnel.
7. Civil court index for Tel Aviv, Israel. Result: Nothing found.
8. Search of business licenses for Tel Aviv, Israel. Result: No records were found.
9. Search of business records for the Defendant's company, Global Design & Construction. Result: Nother found.
10. Search of public utilities records, including electricity, telephone, gas and water. Result: No current service.
11. Search of public medical facilities and hospitals in the Tel Aviv, Israel area. Result: Nothing found.
12. Additional database searches revealed 4 possible matches. Each available data was investigated and

determined to be invalid.

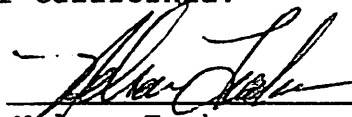
13. Other steps, not required for publication, were taken to locate the Defendant. Result: All were unsuccessful.

14. The addresses searched were provided from the following sources: Plaintiff, and obtained in course of our investigation.

15. SUMMARY: Based upon all available information, I am unable to locate and personally serve the Defendant.

16. RECOMMENDATION: Service by publication using Global Legal Notices, LLC, ([www.globallegalnotices.com](http://www.globallegalnotices.com)) is the most capable source to give actual notice to the Defendant.

Executed on this 14th day of April, 2025, at Valencia, CA, attesting the foregoing to be true and correct, under penalty of perjury of the laws of the State of California.



Nelson Tucker  
Process Service Network, LLC  
27201 Tourney Road, Suite 223  
Valencia, CA 91355  
800-417-7623

# SUMMONS

## (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

### NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GLOBAL DESIGN & CONSTRUCTION, INC., a California corporation; Additional Parties  
Attachment form is attached.

### YOU ARE BEING SUED BY PLAINTIFF:

#### (LO ESTÁ DEMANDANDO EL DEMANDANTE):

BBD, INC., a California Corporation, and DAVID OLDFIELD, an individual;

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Central Hall of Justice

330 W. Broadway, San Diego, CA 92101

CASE NUMBER:  
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

William L. Miltner; MILTNER & MENCK, APC; 402 W. Broadway, Ste. 960; San Diego, CA 92101; (619) 615-5333

DATE:

(Fecha)

Clerk, by

(Secretario)

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

### NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

<b>SHORT TITLE:</b> BBD, INC. et al. v. GLOBAL DESIGN & CONSTRUCTION, INC., et al.	<b>CASE NUMBER:</b>
---	---------------------

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

SHAY ASSAIAG, an individual doing business as GLOBAL DESIGN & CONSTRUCTION, INC.; WESTERN SURETY COMPANY, a California business entity form unknown; RSF BUILDERS INC., a California corporation; THE NORTH RIVER INSURANCE COMPANY, a business entity form unknown; and DOES 1 through 100, inclusive,

1 William L. Miltner, Esq./ SBN 139097  
2 Walter E. Menck, Esq/ Esq./ SBN 153026  
3 MILTNER & MENCK, APC  
4 Emerald Plaza  
5 402 W. Broadway, Suite 960  
6 San Diego, California 92101  
7 Telephone (619) 615-5333  
8 Telefax (619) 615-5334

9 Attorneys for Plaintiff BBD, INC. and DAVID OLDFIELD

10  
11 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**  
12 **CENTRAL HALL OF JUSTICE**  
13

14 BBD, INC., a California Corporation, and  
15 DAVID OLDFIELD, an individual;

16 Plaintiff,

17 v.

18 GLOBAL DESIGN & CONSTRUCTION,  
19 INC., a California corporation; SHAY  
20 ASSAIAG, an individual doing business as  
21 GLOBAL DESIGN & CONSTRUCTION,  
22 INC.; WESTERN SURETY COMPANY, a  
23 California business entity form unknown; RSF  
24 BUILDERS INC., a California corporation;  
25 THE NORTH RIVER INSURANCE  
26 COMPANY, a business entity form unknown;  
27 and DOES 1 through 100, inclusive,

28 Defendants.

CASE NO.

**PLAINTIFFS' COMPLAINT FOR  
DAMAGES FOR :**

1. **BREACH OF CONTRACT;**
2. **CLAIM AGAINST  
CONTRACTOR'S LICENSE  
BOND \$7071.5;**
3. **QUANTUM MERUIT;**
4. **ACCOUNT STATED; AND,**
5. **VIOLATION OF B&P CODE  
§7031 - WORK PERFORMED BY  
UNLICENCED CONTRACTOR**

**DEMAND FOR JURY TRIAL**

22 Plaintiff BBD, INC., a California corporation, for itself alone, and Plaintiff DAVID  
23 OLDFIELD, an individual, alone and for himself (referred to collectively as "BBD" or "Plaintiffs")  
24 hereby allege that San Diego County, Central Hall of Justice located at 330 W. Broadway, San Diego,  
25 California is the proper jurisdiction and venue for filing this lawsuit as the property which is the  
26 subject of this lawsuit is within the venue boundaries of this court. The real property referenced in  
27 this lawsuit is located at 904 Sapphire Street, San Diego, California 92109; and commonly known  
28 as "904 Sapphire" (sometimes referred to as the "Subject Property").

1 Plaintiffs or each of them, own the Subject Property. Plaintiffs hereby allege as follows  
2 against Defendants GLOBAL DESIGN & CONSTRUCTION, INC., a California corporation  
3 registered with the California Secretary of State (referred to as "GLOBAL DESIGN"); and, SHAY  
4 ASSAIAG, an individual doing business as GLOBAL DESIGN & CONSTRUCTION, INC.  
5 (sometimes SHAY ASSAIAG and GLOBAL DESIGN & CONSTRUCTION, INC. are collectively  
6 referred to as "GLOBAL DESIGN"); and, they are the general contractor with whom Plaintiffs  
7 contracted to perform construction at the Subject Property; and RSF BUILDERS INC., a California  
8 corporation (sometimes referred to as "RSF" performed construction services at the behest of  
9 GLOBAL DESIGN in the place of and instead of GLOBAL DESIGN at the Subject Property.

10 Plaintiffs further allege Defendant WESTERN SURETY COMPANY, a California business  
11 entity form unknown; ("WESTERN SURETY") issued \$25,000 Contractor's license bond #66545660  
12 in favor of GLOBAL DESIGN on 6/27/23. THE NORTH RIVER INSURANCE COMPANY, a  
13 business entity form unknown ("NORTH RIVER") issued \$25,000 Contractor's license bond  
14 #04CF618780 in favor of RSF on 5/9/23. Sometimes GLOBAL DESIGN, SHAY ASSAIAG, RSF,  
15 WESTERN SURETY, NORTH RIVER and DOES 1-100 are collectively referred to herein as  
16 "Defendants."

### 17 GENERAL ALLEGATIONS

18 1. Plaintiffs are, and at all times mentioned herein were, owners of the Subject Property  
19 where all referenced construction related activity occurred which is located at 904 Sapphire Street,  
20 San Diego, California 92109.

21 2. Defendant GLOBAL DESIGN was issued California Secretary of State business  
22 #3574819 with a principal place of business located at 1155 Camino Del Mar, Del Mar, California  
23 92014 with a physical address for service of process listed with the California Secretary of State as  
24 "1505 Corporation SPIEGEL & UTRERA, P.C., 8939 S. Sepulveda Boulevard, Los Angeles,  
25 California."

26 3. Defendant SHAY ASSAIAG has a principal place of business located at 1155 Camino  
27 Del Mar, Del Mar, California 92014.

1           4.       Defendant RSF was issued California Secretary of State business #4236588 with a  
2 principal place of business located at 13272 Kibbings Road, San Diego, California 92130 with a  
3 physical address for service of process listed with the California Secretary of State as, "1505  
4 Corporation SPIEGEL & UTRERA, P.C., 8939 S. Sepulveda Boulevard, Los Angeles, California."

5           5.       Defendant WESTERN SURETY was issued California Secretary of State business  
6 #110092 with a principal place of business located at 101 S. Reid Street, Sioux Falls, South Dakota  
7 57103 with a physical address for service of process listed as, "1505 Corporation CT Corporation  
8 System 330 N. Brand Blvd, Glendale, California."

9           6.       Defendant THE NORTH RIVER INSURANCE COMPANY was issued California  
10 Secretary of State business #3904924 with a principal place of business located at 305 Madison  
11 Avenue, Morristown, New Jersey, 07962 with a physical address for service of process listed as  
12 "1505 Corporation CT Corporation System 330 N. Brand Blvd, Glendale, California."

13          7.       The Subject Property is located at 904 Sapphire Street, San Diego, California 92109;  
14 and commonly known as "904 Sapphire" (also sometimes referred to as the "Subject Property"). It  
15 is the location where performance of the alleged written agreement, and construction services, labor,  
16 services and materials were provided by the Defendants.

17          8.       The true names and capacities of Defendants named herein as DOES 1 through 100,  
18 inclusive, are not now known to Plaintiffs. Their true names and capacities will be alleged by  
19 amendment when the same are known.

20          9.       At all times relevant to this action, each Defendant, including those fictitiously named,  
21 was the agent, servant, employee, partner, joint venture or surety of the other Defendant and was  
22 acting within the scope of said agency, employment, partnership, venture, or suretyship, with the  
23 knowledge and consent or ratification of each of the other Defendants in doing the things alleged  
24 herein.

25          10.       Plaintiff are informed and believe, and based thereon allege, that at all times relevant  
26 to this action, each Defendant was completely dominated and controlled by their co-defendants and  
27 each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to  
28

1 any conduct by Defendant, such allegations and references shall also be deemed to have been the  
2 conduct of each Defendant acting individually, jointly or severally. Whenever or wherever reference  
3 is made to individuals who are not named as Defendants in this Complaint, all such individuals, at  
4 all relevant times, were acting on behalf of Defendants named in this Complaint and were within the  
5 scope of their respective employments.

6 **FIRST CAUSE OF ACTION**

7 **(Breach of Contract against GLOBAL DESIGN, SHAY ASSAIAG, RSF and DOES 1-100)**

8 11. Plaintiff repeats, realleges, and incorporates herein by this reference the allegations  
9 contained in paragraphs 1 through 10, inclusive, of this Complaint as though fully set forth herein.

10 12. On or about July 29, 2020, Plaintiffs and these Defendants, by and through their  
11 respective agent, servant, employee, partner, or joint venture, entered into a written agreement a true  
12 and correct copy of which is attached as Exhibit 1. Under the terms of that agreement, the Defendants  
13 generally were required to provide labor, materials and services as a contractor and complete the  
14 construction project at the Subject Property. The agreement required the Plaintiffs and each of them,  
15 to pay the Defendants for such labor, materials and services in accordance with the original contract  
16 price of \$1,335,212. Defendants demanded and received from the Plaintiffs three budget increases  
17 resulting in a total contract price of \$1,664,767 which the Plaintiffs deposited into the fund control  
18 account.

19 13. The Plaintiffs performed all terms and conditions required by the written agreement  
20 including but not limited to depositing the full amount required of them in the fund control account;  
21 and, paying the Defendants in excess of the contract amount for construction work performed by  
22 them, except where performance was excused or modified by agreement; or lack of performance was  
23 legally justified.

24 14. By fully performing the terms and conditions set forth in the written agreement, the  
25 Plaintiffs became entitled to full performance in return from the Defendants, including but not limited  
26 to completion of the construction project at the Subject Property.

27 ///



1           15.     Prior to June 1, 2023, these Defendants breached the agreement in that they withdrew  
2 payment of approximately 90% of the construction budget from the fund control account by falsely  
3 and incorrectly representing that approximately 90% of the construction project was complete.  
4 Defendants improperly withdrew a total of \$1,522,522 from the fund control account which amount  
5 was greatly in excess of the amount to which the Defendants were entitled pursuant to the agreement.  
6 In fact, and contrary to the Defendants representations, an inspection on or about June 1, 2023  
7 revealed that only approximately 50% of the construction project had been completed by the  
8 Defendants. The Defendants breached the contract by withdrawing \$832,383.50 in money from the  
9 fund control account in excess of the percentage of work the Defendants completed. The Defendants'  
10 conduct caused the Plaintiffs to incur damages, including loss of money, loss of use money, loss of  
11 use of the subject property and delay damages.

12           16.     On or about August 8, 2023, in light of the foregoing, the Defendants convinced the  
13 Plaintiffs to modify the subject agreement to allow the Defendants to complete the entire scope of  
14 work within 4 - 6 months without requesting any further budget increases. It is uncertain whether this  
15 alleged modification was an enforceable agreement or modification.

16           17.     On or about August 25, 2023, the building permit issued by the City of San Diego for  
17 the subject construction work expired. The Defendants knew it had expired and took inadequate steps  
18 to remedy the expired permit, renew it or obtain another permit. Any and all work performed by the  
19 Defendants thereafter was illegal and not permitted by the City of San Diego based on information  
20 and belief.

21           18.     The Defendants failed to provide any notice to the Plaintiffs that the San Diego City  
22 building permit expired on August 25, 2023. The Plaintiffs justifiably relied on the Defendants to  
23 obtain a valid permit and maintain it during all times until completion of construction. The Plaintiffs  
24 had no knowledge that the Defendants and the Subject Property did not have a valid permit for  
25 construction after August 25, 2023.

26  
27 ///

1           19.     Since August 25, 2023, the City of San Diego inspectors have issued construction code  
2 violations at the Subject Property which have not been adequately addressed by the Defendants  
3 despite their obligation to do so.

4           20.     Sometime after August 25, 2023, the Defendants spent a decreasing amount of time  
5 at the Subject Property. They ultimately completely stopped performing all labor, services and  
6 material supplies without completing it. An inspection in December 2023 revealed the Defendants  
7 performed little or no construction work since August 8, 2023.

8           21.     The Defendants ultimately abandoned the project leaving it unprotected and  
9 improperly secured during the fall and winter of 2023-2024. During this time, the Defendants caused  
10 flooding and other damage to the Subject Property including the accumulation of black mold  
11 throughout the Subject Property.

12          22.     The resultant damage from the Defendants' failure to secure the Subject Property  
13 includes black mold remediation which a third party contractor bid \$127,000 for six weeks of work  
14 to repair.

15          23.     On March 8, 2024, the Plaintiffs served on the Defendants a Notice of Termination  
16 for Cause citing the above conduct, including Defendants' breach of the written agreement between  
17 the parties. The Defendants failed to meaningfully respond to it in a timely manner leaving the  
18 Subject Property incomplete, damaged, improperly secured and without permits since approximately  
19 August 25, 2023.

20          24.     On or about March 8, 2024, the Defendants sent an email to the Plaintiffs falsely  
21 claiming that Defendant RSF was continuing to perform construction services at the Subject Property.  
22 In fact, the Plaintiffs are unaware whether RSF has performed the referenced construction services.  
23 It is unclear whether GLOBAL DESIGN contends RSF owes a contractual duty to perform; or, that  
24 RSF is continuing to perform any construction services at the Subject Property instead of GLOBAL  
25 DESIGN. Regardless of GLOBAL DESIGN's contentions via email, RSF has never entered into an  
26 agreement with the Plaintiffs to perform GLOBAL DESIGN'S scope of work at the Subject Property.  
27 Moreover, RSF has never been approved to complete the scope of work; does not have a permit to  
28 complete the scope of work, and is not insured to do the work.

1           25.     The Plaintiffs have performed all obligations pursuant to the written agreement  
2 including fully funding the construction project, and fully paying GLOBAL DESIGN for all services  
3 rendered, except any obligations the Plaintiffs were justified in not performing, prevented or excused  
4 from performing.

5           26.     As a direct and proximate result of the Defendants' breaches of the written agreement,  
6 the Plaintiffs have suffered as of the date of this Complaint and will continue to suffer damages in  
7 an amount to be determined at trial in accordance with law. The Defendants are liable for damages  
8 they caused by breaching the agreement, including all repair costs associated with defective and  
9 incomplete work; costs of completion; costs to repair flood and mold intrusion; costs associated with  
10 obtaining new permits, new warranties; diminution of resale value; delay damages; carrying costs;  
11 and statutory damages for statutory violations.

12           27.     The Plaintiff is incurring and has incurred attorneys' fees, court costs and other  
13 expenses in connection with prosecution the instant Complaint against the Defendants, the exact  
14 amount of which is unknown at the this time, for which the Defendants, and each of them are liable  
15 pursuant to the written agreements and statutes.

16           WHEREFORE, the Plaintiff prays for judgment against the Defendants, and DOES 1-100,  
17 as set forth below.

18                           **SECOND CAUSE OF ACTION**

19           **(Claim Against Surety - Business & Professions Code §7071.5, et seq against WESTERN**  
20                           **SURETY, NORTH RIVER and DOES 1-100)**

21           28.     The Plaintiff repeats, realleges, and incorporates herein by this reference the  
22 allegations contained in paragraphs 1 through 26, inclusive, of this Complaint as though fully set forth  
23 herein.

24           29.     The Plaintiffs hereby allege each of the above referenced surety companies including  
25 WESTERN SURETY and NORTH RIVER ("Defendant Sureties") issued a contractor's license bond  
26 to one of the Defendants. Specifically, WESTERN SURETY issued bond # 6654660 effective on  
27 6/27/23, and prior thereto, to GLOBAL DESIGN. NORTH RIVER issued contractor's license bond  
28 #04CF618780 effective 5/9/23, and prior thereto, to RSF. Each of the Defendant Sureties previously

1 issued a bond to each such Defendant to cover prior time periods.

2 30. Each of the Defendant Sureties is liable pursuant to the above referenced code sections  
3 to the Plaintiffs for the full amount \$25,000 for each contractor's license bond issued by them on  
4 behalf of and in favor of the other Defendants listed here.

5 31. Each of the Defendants for whom these Defendant Sureties issued a contractor's  
6 license bond has failed to perform by forfeiting their respective CSLB license; failed to perform work  
7 as agreed; breached the terms of the written agreement between the parties; or violated terms of the  
8 Business and Professions Code §7071.5, et seq.

9 32. The Plaintiffs are entitled to payment from each of the Defendant Sureties for the full  
10 bond amount of \$25,000, plus attorney's fees pursuant to Code Civ. Proc., §1029.8 because the  
11 surety's liability was commensurate with the principal's under Civ. Code, § 2808, costs and expenses.

12 WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, and  
13 DOES 1-100, as set forth below.

### 14 **THIRD CAUSE OF ACTION**

15 **(For Quantum Meruit against GLOBAL DESIGN, RSF and DOES 1-100)**

16 33. The Plaintiff repeats, realleges, and incorporates herein by this reference the  
17 allegations contained in paragraphs 1 through 31, inclusive, of this Complaint as though set forth.

18 34. Within the last two years at San Diego County, California, the Plaintiffs paid into  
19 a fund control account for work, labor and services an amount up to the full contract amount of  
20 \$1,664,767 at the Defendants' special request. By mutual agreement, the Defendants were to  
21 periodically withdraw such payments commensurate with the percentage of work labor and services  
22 completed by the Defendants on the Subject Property and DOES 1-100.

23 35. At all times herein, the Plaintiffs paid the above referenced payments into the fund  
24 control account for withdrawal by the Defendants in the amount agreed upon by the parties. The  
25 Defendants were not to withdraw any amount in excess of the percentage of work completed pursuant  
26 to mutual agreement of the Plaintiffs and Defendants.

27 36. On and after 7/29/2020, the Defendants withdrew amounts in excess of the value of  
28 labor, services or material performed by the Defendants.

1           37.     The Plaintiffs reasonably could not have discovered and did not discover that the  
2 Defendants withdrew in excess of the agreed amount because the Defendants failed to disclose the  
3 true percentage of work they completed and concealed facts from the Plaintiff about the true  
4 percentage completed.

5           38.     On or about December 2023, an inspection by a third party revealed to the Plaintiffs  
6 for the first time that the Defendants had withdrawn in excess of the value of the labor, services and  
7 material provided and performed by the Defendants.

8           39.     On and after 7/29/20, the Defendants improperly and in breach of the agreement  
9 between the parties withdrew from the fund control account an amount of \$832,383.50 in excess of  
10 the value of labor, services and materials they provided.

11           40.     Although the Plaintiffs have demanded the Defendants return the amount of  
12 \$832,383.50, there remains due, owing and unpaid from the Defendants, and each of them the sum  
13 of \$832,383.50, plus interest, costs, fees and/or penalties, or an amount subject to proof at trial.

#### 14                   **FOURTH CAUSE OF ACTION**

15                   **(For Account Stated against all Defendants and DOES 1-100)**

16           41.     The Plaintiff repeats, realleges, and incorporates herein by this reference the  
17 allegations contained in paragraphs 1 through 39, inclusive, of this Complaint as though set forth.

18           42.     Within the last two years at San Diego County, California, the Plaintiffs paid in  
19 excess for work, labor and services to the Defendants for such work, labor and services allegedly  
20 performed on the Subject Property by the Defendants and DOES 1-100. The Defendant agreed to  
21 or impliedly stated they would return payment to the Plaintiffs an amount which the Defendants did  
22 not earn in excess of the amount which was previously paid to them by the Plaintiffs.

23           43.     At all times herein, the account stated between the parties and managed by a third  
24 party fund control entity included the value of \$832,383.50, which the Plaintiffs paid, but which the  
25 Defendants did not earn by performing as agreed.

26           44.     Although the Plaintiffs has demanded payment from the Defendants, and each of  
27 them, there remains due, owing and unpaid from the Defendant, and each of them the sum of  
28 \$832,383.50 from the fund control account, plus interest, attorney's fees and costs.

**FIFTH CAUSE OF ACTION**

**(Violation of the Business & Professions Code §§7031, et seq. against**

**GLOBAL DESIGN, RSF and DOES 1-100)**

45. The Plaintiffs repeat, reallege, and incorporate herein by this reference the allegations contained in paragraphs 1 through 43, inclusive, of this Complaint as though set forth.

46. Defendants have been paid by the Plaintiffs the amount of \$1,522,522, or an amount to be proven at trial.

47. On and after July 1, 2023, Defendants failed to maintain a valid contractors license with the California Contractors State License Board as required pursuant to the above referenced code sections. See Exhibit 2.

48. California strictly imposes laws against unlicensed contractors. The purpose is to protect the public from incompetence and dishonesty in those who provide building and construction services. The licensing requirements provide minimal assurance that all persons offering such services in California have the requisite skill and character, understanding of applicable local laws and codes, know the rudiments of administering a contracting business, and have necessary insurance policies in place.

49. California Business & Professions Code §7031(a) advances these purposes by withholding judicial aid from those who seek compensation of unlicensed contract work. The statutory intent is to discourage persons who have failed to comply with the licensing law from offering or providing their unlicensed services for pay.

50. The more recently enacted subdivision (b) of §7031 furthers this aim by requiring disgorgement of compensation already paid to unlicensed contractors by persons utilizing their services. The Defendants cannot collect any payment from the Plaintiffs for contract services rendered while unlicensed. They also must pay back any payment they received for payments made to them for contract services performed while they were unlicensed pursuant to §§7031(a) and (b).

51. Plaintiffs hereby allege that GLOBAL DESIGN was unlicensed during performance of the above referenced construction. Therefore, § 7031(d) requires GLOBAL DESIGN to produce a verified certificate establishing that GLOBAL DESIGN was duly licensed at all times during the

1 performance of any act or contract covered by the action.

2 52. The CSLB indicates GLOBAL DESIGN'S license was cancelled on 7/1/23.  
3 Moreover, GLOBAL DESIGN was cited for contracting with an unlicensed contractor on 4/22/21 and  
4 therefore knew of the legal requirements for licensing at all times relevant to this lawsuit.

5 53. GLOBAL DESIGN agreed to perform work, performed work and received payment  
6 from the Plaintiffs while GLOBAL DESIGN was an unlicensed contractor, including after 7/1/23.

7 54. GLOBAL DESIGN is liable to the Plaintiffs for disgorgement of all payments made  
8 by the Plaintiffs to GLOBAL DESIGN while GLOBAL DESIGN was in violation of §7031 up to and  
9 including the full amount of \$1,522,522 paid by the Plaintiffs according to proof; plus, attorney's  
10 fees; costs and expenses.

11 55. GLOBAL DESIGN's lack of license during construction caused the Plaintiff to incur  
12 general damages including repair costs associated with unlicensed work; cancellation or absence of  
13 permits; cancellation of warranties; and, diminution in value.

14 56. GLOBAL DESIGN'S failure to maintain a valid license at all times during  
15 performance of construction services in violation of Business & Professions Code §§7031(a-e)  
16 subjects GLOBAL DESIGN to penalties under applicable statutes, attorney's fees, and interest in  
17 favor of the Plaintiffs.

18 WHEREFORE, the Plaintiffs pray for a jury trial and judgment against the Defendants and  
19 DOES 1-100, as set forth below.

20 **PRAYER FOR TRIAL BY JURY**

21 **FIRST CAUSE OF ACTION**

- 22 1. For a principal sum to be determined at trial;  
23 2. For interest thereon at the maximum legally permissible rate;  
24 3. For reasonable attorneys' fees incurred herein;  
25 4. For costs of suit incurred herein; and  
26 5. For such other and further relief as the Court deems just and proper.

27 ///

1 **SECOND CAUSE OF ACTION**

2 1. For judgment ordering forfeiture of the bond and bond amount of \$25,000 against  
3 WESTERN SURETY and/or NORTH RIVER;

4 2. For judgment including attorney's fees pursuant to Code Civ. Proc., § 1029.8 because  
5 the surety's liability was commensurate with the principal's under Civ. Code, § 2808;

6 3. For judgment imposing interest at the maximum legally permissible rate;

7 4. For costs and expenses of the suit incurred herein; and,

8 5. For such other and further relief as the Court deems jsut and proper.

9 **THIRD CAUSE OF ACTION**

10 1. For a principal sum to be determined at trial;

11 2. For interest thereon at the maximum legally permissible rate;

12 3. For reasonable attorneys' fees incurred herein;

13 4. For costs of suit incurred herein; and

14 5. For such other and further relief as the Court deems just and proper.

15 **FOURTH CAUSE OF ACTION**

16 1. For a principal sum to be determined at trial;

17 2. For interest thereon at the maximum legally permissible rate;

18 3. For reasonable attorneys' fees incurred herein;

19 4. For costs of suit incurred herein; and

20 5. For such other and further relief as the Court deems just and proper.

21  
22  
23  
24  
25  
26  
27  
28 ///



1 **FIFTH CAUSE OF ACTION**

2 1. For judgment ordering the Defendants to disgorge to the Plaintiffs all payments  
3 received pursuant to Business & Professions Code §7031;

4 2. For judgment that Defendants are not entitled to payment for unlicensed work pursuant  
5 to Business & Professions Code §7031;

6 3. For judgment that Plaintiffs are entitled to damages for repair costs, unlicensed work,  
7 absent or cancelled permits, absent or cancelled warranties in an amount subject to proof;

8 4. For interest and reasonable attorneys' fees incurred herein;

9 5. For costs of suit incurred herein; and

10 6. For such other and further relief as the Court deems just and proper.

11  
12 Dated: March 13, 2024

MILTNER & MENCK, APC

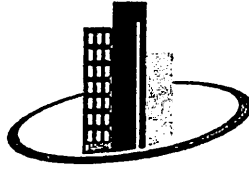
13  
14 By:

  
\_\_\_\_\_  
William L. Miltner, Esq.  
Walter E. Menck, Esq.  
Attorneys for Plaintiff  
BBD, INC. and DAVID OLDFIELD

15  
16 G:\01470\1470.001 Global Design\COMPLAINT.wpd  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT 1



**GLOBAL DESIGN & CONSTRUCTION**  
**GENERAL ENGINEERING CONTRACTOR**  
**REGISTERED PROFESSIONAL**  
**3437 CAMINITO SANTA FE DOWNS**  
**DEL MAR, CA. 92014**  
**858-866-8666**

7/29/2020

## **CONSTRUCTION CONTRACT**

This Stipulated Sum Construction Contract ("Contract") is made effective on August 2\_\_\_\_, 2020 between (BBD INC) ("Owner") and Global Design & Construction, Inc. ("Contractor").

**1. Contract Documents.** The Contract documents, except for written modifications issued after execution of the effective date of this Contract, consist of this written Contract and the following Exhibits, which are hereby incorporated herein by reference:

<b>Exhibit 1</b>	—	Plans and Specifications
<b>Exhibit 2</b>	—	Schedule of Values
<b>Exhibit 3</b>	—	Form of Request for Payment
<b>Exhibit 4</b>		Allowances

**2. Description of Work.** Contractor agrees to furnish all labor, materials, equipment, services, supervision, coordination, submittals, transportation and other facilities required all Contract work per Plans and Specifications attached hereto as **Exhibit 1** ("Work"). Contractor shall coordinate all Work with adjacent trades and Contractor and shall coordinate inspections as required with local authorities.

**3. Relationship of the Parties.** The Contractor is and shall perform the Work as an independent contractor of the Owner; nothing contained in this Contract or the other Contract Documents shall create a joint-venture, owner-employee, or principal-agent relationship between the Owner and the Contractor.

**4. Contract Time.** Contractor shall commence Work on the date stated below. Contract time shall be measured from the date of commencement. If no date is stated below, the Contractor shall commence Work within 5 calendar days after receipt of the Owner's written notice to proceed, provided all required permits, have been obtained. Contractor shall achieve Substantial Completion of the Work (as defined below) on or before the date stated below. **5.**

Date of Commencement : APPROVE DEMO PERMIT

DEMO PERMIT

Substantial Completion: 12 MONTHS

5. **Contract Sum.** As set forth in detail below the Owner will pay the Contractor (\$1,335,212) for performance of the Work ("Contract Sum"). **NO CHANGE ORDER**

6. **Exclusions from Work.** The following items are not included in the Work and shall be paid directly by the Owner: (Review- BBD INC) Architectural and Engineering fees, blue prints, all required permits, utility deposits and connection fees, street and utility assessments, costs of environmental impact reports, costs of soil reports, costs of inspection and testing, premiums for fire insurance, all-risk insurance and builder's risk insurance during construction, cost of repair of damage to the Work caused by earthquake, flood, vandalism, theft or acts of God or others, loan fees and other financing costs, sales costs, leasing costs and any other cost or expense not specifically included in the Work, Contract documents or Exhibits.

7. **Allowances.** The Contract includes allowances that are set forth in Exhibit 4 and the dollar amounts for these allowances are included in the Contract Sum. If the cost of actually performing the work associated with the allowance items is either greater or less than the amount in the line item in Exhibit 2 then the Contract Sum will be increased or decreased accordingly.

8. **Payments.** Initially Owner will make a payment to the Contractor of (\$1000.00). Thereafter, Owner shall make payments to the Contractor within three (3) days following receipt by the Owner of a Request for Payment in the form set forth in Exhibit 3. Unless the Owner provides written notice disputing the Request for Payment the Owner must pay all amounts requested by the Contractor in its Request for Payment within three (3) days following the Owner's receipt of the Request for Payment. If the Owner provides a timely dispute notice within no later than (2) days after receiving the Request for Payment the Owner must pay the Contractor all undisputed amounts associated with the Request for Payment and the Owner can only withhold payment amounts that are in dispute and set forth with particularity in the Owner's dispute notice. The Owner's failure to provide the Contractor with a dispute notice within two (2) days of receiving a Request for Payment constitutes an agreement by the Owner that the Contractor is entitled to be paid all money requested in the Request for Payment. If the Owner provides a dispute notice, the parties shall seek in good faith to resolve the dispute as promptly as practicable. If the Owner fails to provide a dispute notice or to pay the Contractor within three (3) days after any amount payable by the Owner to Contractor becomes due pursuant to this Contract, the Contractor may by giving, three (3) days' written notice to the Owner, stop performing the Work pursuant to the Contract. If the payment is not made by the Owner within three (3) days after the Owner is served with the Contractor's notice this will be deemed a material breach of the Contract. Thereafter, the Contractor has no additional obligations to perform the Contract Work. Interest will accrue at the simple rate of (1)% per annum on any outstanding balances owed to Contractor. Further, in relation to any dispute between the Contractor and the Owner, the Contractor is excused from the obligation of paying valid charges of the subcontractors and suppliers, if the Owner fails to pay the Contractor as required by this Contract. Provided the Owner pays the Contractor all past due payments the Contractor can elect to continue Contract performance. The Contractor after the Owner has failed to make a required payment pursuant to the Contract can require that the Owner provide a payment bond by a surety acceptable to the Contractor to insure all future amounts due to the Contractor are paid. The Owner making the final payment to Contractor shall constitute a waiver by Owner of all claims against Contractor.

9. **Plans and Specifications.** The Work will be constructed according to drawings and specifications that are listed in the Exhibits to this Contract. Owner represents to the Contractor that the construction documents and drawings reasonably reflect the scope of work anticipated under the terms of this Contract. The Owner assures the Contractor that any and all "Requests for Information" or the like sent to the Owner or Architect from the Contractor, shall be promptly responded to so as to allow the Work to continue without interruption. The Plans and Specifications are complementary, and what is required by one shall be

binding as if required by both. In the event of ambiguity, inconsistency or conflict between the Plans and Specifications, the ambiguity, inconsistency or conflict will be resolved by requiring Contractor to provide items, materials, facilities or equipment of its choice so long as the Work that is performed and the material that is provided meets applicable industry standard.

**10. Jobsite Access.** Owner will at all times make the job sites available to Contractor and Owner will secure, before commencement of the Work any necessary approvals associated with the Work.

**11. Submittals.** Shop drawings, product data, samples and similar submittals are not Contract documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract documents for those portions of the Work. The Contractor shall review for compliance with the Contract documents, approve and submit to the Architect or Owner shop drawings, product data, samples and similar submittals required by the Contract documents in accordance with the submittal schedule approved by the Architect or Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner. The Contractor shall perform no portion of the Work for which the Contract documents require submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved.

**12. Permits.** (BBD INC) will obtain all necessary permits for the Work.

**13. Changes to the Work.** Owner may make changes, additions, substitutions and deletions in the Work without invalidating this Contract. All provisions of this Contract shall apply to changes. Owner and Contractor shall make no changes to the Work described in this Contract without a change order to the Contract signed by both the Owner and Contractor. A Change Order is a written instrument prepared and signed by Owner and Contractor, stating their agreement upon all of the following: (i) change in the Work, (ii) the amount of adjustment, if any, in the Contract Sum, and (iii) the extent of the adjustment, if any, in the Contract time. If the Owner and Contractor cannot agree to the Change Order amount or if the Contractor performs any work that was not originally contemplated in the Work the Owner will pay the Contractor the Contractor's cost of the work (Is this amount ok ?) plus twenty (10) percent for overhead and profit.

**14. Substantial Completion.** Substantial Completion is the stage in the progress of the Work when the Work is substantially completed in accordance with the Contract documents ("Substantial Completion"). Contractor will inform Owner when there is Substantial Completion of the Work.

**15. Acceleration.** If Owner requires Contractor to accelerate the Work then Owner will reimburse Contractor for the additional cost associated with the acceleration, including overtime pay, double shifting, oversized crews, added payroll and special equipment and this shall be deemed an addition to the Contract Sum.

**16. Delay.** Contractor shall be excused from any delays in completion of the Contract Work caused by acts of God, of the Owner, the Owner's agent, or of the Owner's employees or independent contractors of the Owner, inclement weather, the elements, pandemics, Covid 19, war conditions, terrorism, commercial shortages of required labor or materials, labor disputes, extra work, labor trouble, acts of public utilities, public bodies, or inspectors, changes requested by the Owner, failure of the Owner to make payments promptly, or other contingencies unforeseen by Contractor and beyond its reasonable control, or other contingencies unforeseeable by or beyond the control of the Contractor. Contractor is entitled to additional time for performance of the Work as determined by the Contractor as a result of change orders to the Work or adjustments in the scope of Work by the Owner, Owner's agent or Governmental agencies or bodies. The Owner shall not interfere with the Work by not having the job site ready, or by issuing excessive change orders, or by not responding to the Contractor's requests for information. The Owner or the Owner's agents shall not impede or disrupt the progress of the Work

by any means. Owner is not entitled to any damages for delays in Contract performance and Owner waives all delay claims it may have against Contractor. Further, Owner waives all claims for consequential damages or special damages it may have against the Contractor associated with Contract performance.

**17. Inspection of Work.** Contractor shall make the Work accessible at all reasonable times for inspection by or on behalf of the Owner. Any special inspections will be at the expense of the Owner.

**18. Cracking, Color and Textures.** Where texture, materials or colors are to be matched, Contractor shall make reasonable effort to do so using standard material but does not guarantee a perfect match. Owner acknowledges and agrees that there may be some variations in the color, consistency, materials and texture for any work that is to be matched. Owner releases Contractor from any liability associated with exact matching. The Owner understands concrete is composed of natural materials, which have certain inherent characteristics; a certain amount of shading or color variation is a natural occurrence, which should not be construed as a defect. Owner understands that coloring and concrete consistency is also affected by the rate of cure, which is affected by weather and other conditions. Owner agrees that the concrete is not guaranteed for evenness of color and may not be the exact shade anticipated. The shade and color may vary and fade over time. The Contractor will make reasonable efforts to avoid discoloration or staining due to efflorescence (salt or calcium deposits). However, the Owner understands that efflorescence can result from water coming into contact with the concrete surfaces due to planting beds, water run off and/or lawn irrigation systems. Owner acknowledges that concrete will crack and cracking is an inherent quality with concrete in any form. Due to the inherent nature of cement type products, Owner is advised that concrete flatwork, stucco walls, stucco retaining walls, and masonry will crack due to expansion and contraction of the cement based product. Contractor does not warrant or guarantee that the concrete flatwork, stucco walls, stucco retaining walls, and masonry will be crack free. Owner acknowledges that elevations and dimensions on the site plan, architectural plans, details and structural plans may differ as compared to the elevations and dimensions actually in the field or those resulting from needed conditions to be built in the field, or to the requirements necessary to conform to the general overall purpose to build the project and construct its necessary components. Owner acknowledges and accepts that these differences, inconsistencies could effect the width, depth, length, size, elevation, location, height, and/or volume of walls, footings, any and all building components, lumber, excavations, concrete, backfill, forms, attachments and the like. Owner has taken these foreseeable conditions into account and is aware and knowledgeable that exact duplication and perfection in the field will not be obtained. Contractor will construct the project to conform to the general overall purpose with those conditions in mind. The Owner acknowledges that the plans and specifications are not perfect and are not exact and may contain errors and conflicts and that certain modifications and/or adjustments will need to be made in the field to accomplish the generally stated goal of the construction Project and the Owner has taken such inconsistencies, errors and costs into mind in deciding to enter into the Contract. Owner acknowledges and agrees that the Contractor is not warranting or guaranteeing the completeness, construct-ability or accuracy of the construction plans. To the contrary, the Contractor advises the Owner that errors and/or inconsistencies may exist with the plans.

**19. Insurance - Owner.** Owner will procure before commencement of the Work, a broad form of builders' risk insurance with course of construction, general liability, fire, vandalism, terrorism, and malicious mischief clauses incorporated and/or attached. The insurance is to be in a sum at least equal to the Contract Sum with loss payable to the beneficiary under any deed of trust covering the Work. The insurance will name the Contractor as an additional insured and shall be written to protect the Owner, Contractor, and construction lender as their interests may appear. If the Contract Work is destroyed or damaged by fire, storm, flood, landslide, earth movement, subsidence, or earthquake, or by theft or vandalism, the Owner shall pay for any work done by Contractor in rebuilding or restoring the Work as extra work, and Owner may use insurance proceeds for such payments if they are available. Owner shall also obtain and pay for insurance against injury or damage to its own employees, visitors, invitees, agents and persons or their respective personal property interests. Prior to

commencement of any Work under this Contract, the Owner shall deliver to the Contractor insurance certificates and endorsements fully confirming the existence of all insurance required under this Contract.

**20. Insurance – Contractor.** Contractor carries commercial general liability insurance + UMBRELLA + WORKERS COMP written by \_\_\_\_\_ STATE FUND INSURANCE \_\_\_\_\_. Prior to commencement of any Work under this Contract, the Contractor shall deliver to the Owner insurance certificates and endorsements fully confirming the existence of all insurance required under this Contract.

**21. Assignment.** Owner and Contractor shall not assign this Contract or any portion of the rights, duties or obligations under this Contract, including without limitation any sums that may be or become due to Contractor.

**22. Ability to Pay / Insolvency.** Owner represents that upon execution of this Contract Owner has the ability to pay Contractor the Contract Sum for the Work. If Contractor receives information that leads Contractor to believe that the Owner is insolvent, or does not have sufficient financial strength to make progress payments as they come due, Contractor will notify Owner, and Owner will provide Contractor with sufficient financial data, satisfactory to Contractor to show that Owner has the resources to pay the Contract Sum.

**23. Choice of Law and Venue.** This Contract shall be governed by the laws of the State of California and any dispute related to this Contract must be filed in San Diego Superior Court.

**24. Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract documents, the Contractor shall provide notice to the Owner before conditions are disturbed. The Owner will promptly investigate such conditions. The Contractor will continue Contract performance and any additional work resulting from the concealed or unknown conditions will cause the Contract Sum to increase.

**25. Opportunity to Correct Deficiencies.** If Owner contends that any labor, material or equipment furnished by Contractor is not free from deficiencies and defects after Substantial Completion Owner must provide the Contractor with written notice of the alleged deficiencies and defects and provide the Contractor with the opportunity to inspect and correct the deficiencies and defects. If the Owner remedies the deficiencies and defects without providing the Contractor with an opportunity to correct the deficiencies and defects the Owner has waived its right to seek any compensation or damages from the Contractor associated with the deficiencies and defects corrected by the Owner without providing the Contractor the opportunity to inspect and correct.

**26. Integration.** This Contract has been freely negotiated and both parties have had the opportunity to make changes to the provisions set forth herein. This is an integrated agreement. The terms and conditions of this Contract shall determine the rights and obligations of the Contractor and the Owner and communications between the Contractor and the Owner that took place prior to or contemporaneously with executing this Contract are not part of the terms and conditions of this Contract unless the terms are specifically included into this Contract.

**27. Notices.** Any notice required or permitted under this Contract shall be in writing and may be given by overnight courier, personal delivery, or mail sent registered or certified, return receipt requested, at the Owner's and Contractor's addresses set forth in the first paragraph of this Agreement. Such addresses may be changed by written notice given by one party to the other. Notice shall be deemed received (i) three (3) business

days after deposit, postage prepaid, in the U.S. Mail, (ii) one (1) business day after timely deposit for overnight delivery with overnight delivery service, and (iii) upon receipt if personally delivered.

**28. Mutual Agreement.** Contractor and Owner have both had the opportunity to review this Contract with counsel of their choosing and to negotiate the Contract prior to its execution and, therefore, this Contract shall not be construed against either party as the drafter.

**29. Attorney's Fee.** Should any claims, disputes, actions, or litigation be initiated by any of the parties to this Contract against the other party to this Contract arising out of this Contract the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expert expenses.

Contractor:

Global Design & Construction, Inc.

7/31/2020

By: \_\_\_\_\_

(Signature)

Name: SHAY ASSAIAG

(Print or type name)

Title: PRESIDENT

Contractor's License No.: 986370

**TOTAL CONSTRUCTION PRICE IS FINAL –**  
**NO CHANGE ORDER**

**\$1,335,212.00**

Owner:

BBD, Inc

(Add Name)

By: \_\_\_\_\_

(Signature)

Name: David Oldfield

(Print or type name)

Title: President



**904 SAPPHIRE ST. San Diego, Ca. 92109- CONSTRUCTION BUDGET**

**CONTRACTOR: Global Design & Construction inc - 3437 Caminito Santa Fe Downs, Del Mar, Ca. 92014**

<b>COST BREAKDOWN:</b>	<b>ESTIMATE</b>	<b>COMMENTS</b>
1. Bldg Permit / Plan Check	Owner	
2. Engineering and Survey	Owner	
3. Plans and Specs	Owner	
4. Grading	\$45,200.00	
8. Flatwork - Hardscape	\$30,000.00	
9. Retaining Walls + BASEMENT foundation	\$120,000.00	
10. Temporary Power	Owner	
11. Erosion Control	associate with hardscaping	
12. Structural Steel		
14. Waterproof	\$10,000.00	
15. Lumber, Rough, Siding, Rough Hardware	\$	
17. Miscellaneous Carpentry	\$	
21. Security System	\$	
22. Specialty Items	\$	
25. Fixed Glass / Mirrors	\$ 1200.00	Allowance
27. Fireplace Face	\$	x
30. Fireplace / Chimney	\$ 2000.00	Allowance
31. Masonry Walls / Veneer	\$	
33. Skylights	\$	
37. Basement	\$	
39. Built-in Vacuum	\$	
40. Miscellaneous Materials	\$	
41. Sheet Metal / Gutters & Downspouts	\$ associate with hardscaping	
44. Intercom / Music / Call Systems	\$	
45. Tennis Court		
46. Miscellaneous Labor	\$	
49. Deck Coverings	\$	
52. Painting	\$ 17,000.00	
53. Carpet	\$	
54. Other Flooring	\$ x	
55. Stair Bannister	\$	
56. Granite / Corian / Marble / Laminate	\$ 3000.00	Allowance
57. Ceramic Tile / labor / Rough / Materials	\$	
60. Sandblast	\$	
62. Drainage	Associate with plumbing	
63. Paving		
64. Landscape / Sprinkler / Fin Grade	\$15,000.00	
65. Fencing and Site Walls		
71. Supervision	\$ 40,000.00	General Contractor
72. Overhead / Profit/Insurance	\$ 85,000.00	General Contractor
19. Hardware - Finish	\$ 2,500.00	Allowance
18. Finish Lumber, Interior Doors	\$ 3,500.00	
16. Shower Pan	\$ 3,000.00	
59. Shower Doors / Tub Enclosures	\$ 4,000.00	Allowance
70. Temporary Facilities / Sanitation	\$ 4,000.00	
20. Front Door x 3	\$ 3000.00	Allowance
23. Garage Doors	\$ 7,000.00	
43. Light Fixtures	\$ 3000.00	Allowance
66. Cleanup	\$ 5,000.00	
68 main gas line – civil engineer fee	\$ 2400.00	
69. Equipment Rental	\$ 3700.00	
13. Ornamental Iron / Stairs / Misc	\$ 6,000.00	
48. Dumping Fees	\$ 15,000.00	
61. Installed Appliances & Equipment x3 fire place	\$ 20,000.00	Allowance
29. Carpentry Finish	\$ 10,000.00	
36. Fire Sprinkler System	\$ 14,212.00	
6. Underground ST Utilities Water + Sewer + ELECTRICAL + MAIN ST GAS LINE	\$58,000.00	
47. Insulation	\$ 18,000.00	
58. Ceramic Tile / Tile floor	\$ 13,000.00	Allowance
35. Plumbing Fixtures	\$ 4500.00	Allowance
24. Windows - / Metal/Wood/Screens	\$ 30,000.00	
51. Drywall	\$ 40,000.00	
32. Roofing	\$ 42,000.00	
5. Demolition	\$ 50,000.00	
26. Cabinets and Millwork x3 kitchens + vanities	\$ 40,000.00	
38. Heating and Air Conditioning	\$ 50,000.00	
34. Plumbing	\$ 55,000.00	
42. Wiring + 3 new panels	\$ 55,000.00	
50. Plastering / Stucco	\$ 60,000.00	
7. Concrete / Foundations	\$125,000.00	
28. Carpentry Rough + Materials	\$220,000.00	
73. TOTAL	\$ 1,335,212.00	

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## EXHIBIT 2

[Home](#)**CONTRACTORS STATE LICENSE BOARD**

## Contractor's License Detail for License # 986370

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/7/2024 8:02:44 AM

### Business Information

GLOBAL DESIGN & CONSTRUCTION INC  
1155 CAMINO DEL MAR  
DEL MAR, CA 92014  
Business Phone Number:(858) 444-5484

**Entity** Corporation  
**Issue Date** 08/27/2013  
**Expire Date** 07/01/2023

### License Status

This license is canceled and not able to contract.

### Additional Status

There is Complaint Disclosure information for this license.

### Classifications

B - GENERAL BUILDING

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

**Bond Number:** 66545660**Bond Amount:** \$25,000**Effective Date:** 06/27/2023[Contractor's Bond History](#)

### Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

**Effective Date:** 11/17/2021**Expire Date:** None[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 07/01/2023 - LICENSE CANCELED PER REQUEST

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

[Back to Top](#)   [Conditions of Use](#)   [Privacy Policy](#)   [Accessibility](#)   [Accessibility Certification](#)

Copyright © 2024 State of California



[Home](#) | [Online Services](#) | [License Detail](#) | [Complaint Disclosure](#) | [Citation Violation Disclosure](#)

## Citation Violation Disclosure

**License Number** 986370  
**Contractor Name** GLOBAL DESIGN & CONSTRUCTION INC  
**Citation #** 2 2018 2051  
**Date** 04/22/2021  
**Status** COMPLETED

### Violations

**CODE** Business & Professions Code  
**VIOLATION** 7118  
**DESCRIPTION** Contracted with non-licensee

[Back to Top](#)   [Conditions of Use](#)   [Privacy Policy](#)   [Accessibility](#)   [Accessibility Certification](#)

Copyright © 2024 State of California

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): William L. Miltner, Esq. (SBN 139097); Walter E. Menck, Esq. (SBN 153026) Miltner & Menck, APC, 402 W. Broadway, Suite 960, San Diego, CA 92101		FOR COURT USE ONLY
TELEPHONE NO.: (619) 615-5333 FAX NO. (Optional): E-MAIL ADDRESS: bill@miltnerlaw.com; walter@miltnerlaw.com ATTORNEY FOR (Name): BBD, Inc. & David Oldfield		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Central Hall of Justice		
CASE NAME: BBD, INC. et al. v. GLOBAL DESIGN & CONSTRUCTION, INC., et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER:
		JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Five (5)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: March 18, 2024

William L. Miltner, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

# INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

### Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

### Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice–Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

### Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-PI/PD/WD Tort (35)

### Employment

Wrongful Termination (36)  
Other Employment (15)

### Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case–Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

### Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

### Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

### Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ–Administrative Mandamus  
Writ–Mandamus on Limited Court Case Matter  
Writ–Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal–Labor Commissioner Appeals

### Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

### Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

### Miscellaneous Civil Complaint RICO (27)

Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

### Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition