

FILED
LOS ANGELES SUPERIOR COURT

MAR 16 2007

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SUMMONS ISSUED

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

13 **KENNETH BERGER, Etc.,**)
14 **Plaintiff,**)
15 **vs.**)
16 **VISION REMODELING, INC., Etc.,**)
17 **Defendants,**)
18 _____)
19 **VISION REMODELING, INC., a California**)
20 **corporation,**)
21 **Cross-complainant,**)
22 **vs.**)
23 **KENNETH BERGER, THU PHAN, ROE**)
24 **SURETY, entity unknown, NICOLAS RAUL**)
25 **ESPINOSA, JR., dba CASTLE**)
26 **DEVELOPMENT AND CONSTRUCTION,**)
27 **AMERICAN CONTRACTORS INDEMNITY**)
28 **COMPANY, a California corporation, Roes**)
1 to 25 inclusive, and Does 1-50, inclusive,)
Cross-defendants.)

CASE NO.: BC365437 "78"

Case assigned to Judge, William F. Fahey
Dept: "78"

CROSS-COMPLAINT FOR:

- 1. BREACH OF CONTRACT;
- 2. SERVICES, MATERIAL AND LABOR;
- 3. ACCOUNT STATED;
- 4. FORECLOSURE OF MECHANIC'S LIEN;
- 5. FORECLOSURE OF MECHANIC'S LIEN RELEASE BOND;
- 6. EQUITABLE INDEMNITY,
- 7. APPORTIONMENT OF COMPARATIVE NEGLIGENCE;
- 8. DECLARATORY RELIEF
- 9. INDEMNITY ON CONTRACTOR BOND

1 **CROSS-COMPLAINANT ALLEGES:**

2 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 1. Cross-complainant, **Vision Remodeling, Inc.**, is, and at all times herein mentioned or relevant
4 was, a corporation organized and existing under the laws of the State of California, and is doing
5 business in the County of Los Angeles, as authorized by the laws of the State of California.

6 2. Cross-complainant is now, and was at all times hereinafter stated, a contractor, doing business
7 in the County of Los Angeles, State of California, and duly licensed as such under the laws of the
8 State of California, and in compliance with California Business and Professions Code §17900 et
9 seq., at the time each of the acts hereinafter mentioned were performed.

10 3. Cross-complainant alleges that cross-defendants, **Kenneth Berger, Thu Phan** are individuals,
11 residing in the City of Los Angeles, California.

12 4. Cross-complainant does not know the true names and capacity of cross-defendants named
13 herein as Roes 1 to 25, inclusive, and therefore sues these defendants by such fictitious names.
14 Cross-complainant is informed and believes, and thereon alleges, that each fictitiously named cross-
15 defendant claims an interest in the property hereinafter described and which is the subject of this
16 action. Cross-complainant will amend this cross-complaint to show their true names and capacities
17 when ascertained. Cross-complainant is informed and believes, and thereon alleges, that its
18 damages were proximately caused by these fictitiously named cross-defendants in addition to
19 damages caused by the defendants named in paragraph 3 above.

20 5. Cross-complainant is informed and believes that at all times herein mentioned, each of the
21 cross-defendants and Roes 1-25, was the agent and employee of each of the remaining cross-
22 defendants, and were at all times herein mentioned acting within the course and scope of such
23 agency and employment.

24 6. In filing and pursuing this action against cross-defendants, cross-complainant has incurred
25 attorney's fees. Cross-complainant should be awarded the reasonable value for these services as an
26 item of costs, as well as all reasonable costs incurred, including investigative costs, expert witnesses,
27 and all other litigative expense and costs incurred in prosecuting this cross-complaint.

28 7. Paragraphs 1 to 7 inclusive, are incorporated into all Causes of Action alleged in this cross-

1 Complaint.

2 **FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT**

3 8. On or about April 9, 2006, cross-complainant and cross-defendants, entered into a written
4 contract, for construction services to be performed by cross-complainant at cross-defendants'
5 property and residence, located at 3705 Buckingham Road, Los Angeles, California. A copy of the
6 agreement is attached hereto as "Exhibit 1." The original contract price was \$125,000.

7 9. Thereafter, and from time to time during the course of said construction and remodeling work,
8 cross-defendants ordered various changes and extras therein, and additions thereto, and required
9 extra labor and materials to be furnished by cross-complainant, and which were actually used
10 in the work of improvement of cross-defendants' residence. All of said additional change order and
11 extra work and materials were furnished and supplied by cross-complainant at the special instance
12 and request of cross-defendants. Before cross-complainant furnished change order work and
13 materials in connection with said work of improvement, it was agreed in writing by and between
14 cross-complainant and cross-defendants, that cross-defendants would reimburse and pay cross-
15 complainant for the cost of said additional change order work. True copies of the change order work
16 orders are attached hereto as "Exhibits 2, 3 and 4" respectively. Exhibit 2 reflects a price increase in
17 the sum of \$40,000; Exhibit 3 reflects a price increase of \$6,200; Exhibit 4 memorializes that cross-
18 defendants after almost 9 months into the project, decided proceed with the project as first drafted in
19 the original plans thereby extending the completion date by 150 days. The original contract, written
20 change orders shall be collectively referred to as the "Agreement".

21 10. The reasonable value of said construction services, materials and labor furnished to said
22 property as of the date of cross-defendants breach, was not less than \$102,200. After payments
23 received, \$66,000, there is a balance owed of not less than \$36,200.

24 On or about November 21, 2006, cross-defendants gave cross-complaint a check in the sum of
25 \$36,200, to pay the balance then owed, for services rendered to date. Upon cross-complainant
26 presentation of said check to cross-defendants bank, the check was returned to cross-complainant
27 because there were insufficient funds in cross-defendants checking account to cover the amount of
28 the check. The balance owed as alleged herein, remains a debt owed by cross-defendants.

1 11. Cross-complainant has performed all terms, conditions, covenants and promises required by
2 it to be performed under the Agreement, except those that have been excused by cross-defendants'
3 prior breach.

4 12. On or about November 28, 2006, cross-defendants' breached the Agreement by failing to
5 make their \$36,200 insufficient funds check good, which sum of money was then due and owing to
6 cross-complainant. Cross-complainant has demanded cross-defendants cure said breach, but cross-
7 defendants failed and refused, and continue to refuse to cure said breach.

8 13. As a result of cross-defendants' breach of contract, cross-complainant has been damaged in
9 the sum of \$36,200, which is now due and owing to cross-complainant from cross-defendants. As an
10 additional item of damages, cross-complainant has suffered lost profits in a sum according to proof,
11 but not less than \$30,000, which cross-complainant would have realized had cross-complainant been
12 permitted to complete the project.

13 14. In filing and pursuing this action for breach of contract, collection and foreclosure of
14 mechanic's lien against cross-defendants, cross-complainant has incurred attorney's fees. Pursuant
15 to written agreement and/or statute, cross-complainant should be awarded the reasonable value for
16 these services, and for all reasonable costs incurred, investigative costs, expert witnesses, and all
17 other litigative expense and costs incurred in prosecuting this cross-complaint.

18 15. By the terms of the contract, cross-complainant (and as defendant) and cross-defendants
19 (and as plaintiffs) agreed in writing to arbitrate any dispute between themselves. The arbitration
20 agreed to would be binding. Cross-complainant has filed this lawsuit solely to preserve its
21 mechanic's liens rights. Upon separate motion made, cross-complainant will seek a court order to
22 compel arbitration of this dispute.

23 **SECOND CAUSE OF ACTION FOR SERVICES MATERIAL AND LABOR**

24 16. Within the last two years, cross-defendants became indebted to cross-complainant for
25 services, material and labor performed and supplied at the special instance and request of cross-
26 defendants. Although demand has been made on cross-defendants for payment of said
27 indebtedness, cross-defendants have refused, and continue to refuse to pay any part of said
28 indebtedness, and said debt still remains due and owing from cross-defendants to cross-complainant.

1 17. The reasonable amount owed by cross-defendants is the sum of \$36,200, together with
2 interest at the rate of 10% per year from or about November 28, 2006.

3 **THIRD CAUSE OF ACTION FOR ACCOUNT STATED**

4 18. The First and Second Causes of Action of this cross-complaint are incorporated into this
5 Third Cause of Action by this reference as if set forth in full herein.

6 19. On or about November 2006, at Los Angeles, California, an account was stated by and
7 between cross-complainant and cross-defendants and on such statement, the balance of \$36,200,
8 was found due to cross-complainant from cross-defendants. Cross-defendants had agreed to pay to
9 cross-complainant said balance, and gave cross-defendants a check for said sum, however the check
10 could not be cashed as there were insufficient funds in cross-defendants banking account.

11 20. Although demand was made by cross-complainant to cross-defendants, neither all nor part
12 of the agreed balance has been paid.

13 21. There is now due, owing and unpaid from cross-defendants to cross-complainant, the sum of
14 \$36,200, together with interest thereon, at the maximum allowable rate provided by law from and after
15 November 28, 2006, to the date of judgment.

16 **FOURTH CAUSE OF ACTION FOR FORECLOSURE OF MECHANIC'S LIEN**

17 22. The First, Second and Third Causes of Action of this cross-complaint are incorporated into
18 this Fourth Cause of Action by this reference as if set forth in full herein.

19 23. Cross-defendants were, and now are, the owners and reputed owners of that certain real
20 property situated in the County of Los Angeles, State of California, and more particularly
21 described as 3705 Buckingham Road, Los Angeles, California. The whole of said property is
22 required for the convenient use and occupancy of the improvements situated thereon.

23 24. At the special instance and request of cross-defendants, cross-complainant furnished and
24 supplied to cross-defendants, at their special instance and request, certain services, materials and
25 labor, consisting of the construction, alteration, addition to, and repair of the property described
26 above. The reasonable value of said services, materials and labor furnished to said property, after
27 deduction for payments received, is the sum of \$36,200, which is now due, owing and unpaid from
28 cross-defendants to cross-complainant.

1 25. On or about December 28, 2006, cross-complainant duly filed and recorded its claim verified
2 under oath with the Los Angeles County Recorder's Office. A true and correct copy of cross-
3 complainant's claim is attached hereto, marked "Exhibit 5", and made a part hereof by this reference.
4 Cross-complainant has incurred indebtedness in the sum of \$21.00, which is the necessary charge
5 and expense in recording said lien.

6 26. That at the time of recording cross-complainant's lien, ninety (90) days had not elapsed or
7 expired since the completion of said work of improvement or any cessation of labor thereon. Cross-
8 complainant is informed and believes that at the time of filing of this action, no notice of completion of
9 said work of improvement and/or any cessation of labor thereon was ever filed in the Office of the Los
10 Angeles County Recorder. In the event that a notice of completion or cessation of labor was
11 recorded, cross-complainant alleges that sixty (60) days has not elapsed or expired since the
12 recordation of any such notice.

13 **FIFTH CAUSE OF ACTION FOR FORECLOSURE OF MECHANIC'S LIEN RELEASE BOND**

14 27. The First, Second, Third and Fourth Causes of Action of this cross-complaint are
15 incorporated into this Fifth Cause of Action by this reference as if set forth in full herein.

16 28. Cross-complainant is informed and believes and upon such information and belief alleges
17 that cross-defendant, **Roe Surety**, is a corporation duly licensed and qualified to perform and
18 transact surety business in the State of California.

19 29. Cross-complainant is informed and believes, and thereupon alleges that Roe Surety issued
20 a Mechanic's Lien Release Bond, and that the Mechanic's Lien Release Bond was issued pursuant to
21 California Civil Code §3143.

22 30. Cross-complainant is informed and believes, and thereupon alleges that the principals on the
23 Mechanic's Lien Release Bond are cross-defendants, Kenneth Berger, Thu Phan, and that said
24 Mechanic's Lien Release Bond was obtained at a face amount equal to one and one-half (1 ½) times
25 the amount allocated in the claim of lien(s) to the parcel or parcels of real property sought to be
26 released.

27 31. Cross-complainant is informed and believes and upon such information and belief alleges
28 that the Mechanic Lien Release Bond is conditioned for the payment in full of the claims of cross-

1 complainant, and is, by its terms, made to inure to the benefit of cross-complainant and to give cross-
2 complainant a right of action to recover on said Mechanic's Lien Release Bond.

3 32. Cross-complainant is informed and believes and thereon alleges that as a result of cross-
4 defendants' failure to pay cross-complainant as set forth hereinabove, there is now due, owing and
5 unpaid from cross-defendant Roe Surety to cross-complainant the sum of \$36,200, plus attorneys'
6 fees and interest at the maximum allowable rate per annum.

7 33. Cross-complainant is informed and believes and upon such information and belief alleges
8 that cross-defendants dispute the correctness or validity of cross-complainant's claim of lien pursuant
9 to California Civil Code §3143.

10 34. Cross-complainant is informed and believes and upon such information and belief alleges
11 that the Mechanic's Lien Release Bond has been recorded in the office of the Los Angeles County
12 Recorder where the real property is located.

13 **SIXTH CAUSE OF ACTION FOR EQUITABLE INDEMNITY**

14 35. The true names and capacities, whether individual, partner, associate, corporate or
15 otherwise, of the cross-defendants, Does 1 through 50, inclusive, and each of them, are unknown to
16 cross-complainant, who therefore sues said cross-defendants by such fictitious names. Cross-
17 complainant is informed and believes, and thereon alleges, that each cross-defendant designated
18 herein as a "Doe" is legally responsible in some manner for the events and happenings herein
19 mentioned. Cross-complainant will seek leave of court to amend this cross-complaint to reflect the
20 true names and capacities of said Does with appropriate charging allegations when they have been
21 ascertained.

22 36. Cross-complainant is informed and believes and thereupon alleges that at all times
23 mentioned herein, cross-defendants, and each of them, were the agents, employees, servants and/or
24 representatives of each of the other cross-defendants, and in doing the things hereinafter alleged,
25 were acting within the scope and course of their authority as such agents, employees, servants,
26 and/or representatives with the permission, consent and ratification of each of the other cross-
27 defendants.

28 37. On or about January 26, 2007, plaintiffs, Kenneth Berger and Thu Phan (hereinafter

1 Berger/Phan") sued defendant Vision Remodeling Inc., in the Superior Court of the State of California
2 for the County of Los Angeles, alleging, inter alia, that defendant, legally caused damages and/or
3 injuries to Berger/Phan.

4 4. Defendant, Vision Remodeling Inc., has appeared in this action, and by way of pleading in its
5 cross-complaint, has denied any liability alleged therein.

6 38. The damages allegedly sustained by Berger/Phan, if any, were caused entirely by the
7 negligence or other acts or omissions of cross-defendant, Nicolas Raul Espinosa Jr. dba Castle
8 Development and Construction (hereinafter "Castle Development"), and Does 1 through 50, inclusive,
9 in that each of them acted carelessly, negligently, wantonly and recklessly; and said conduct of cross-
10 defendants, Castle Development and Does 1 through 50, and each of them, was the sole, legal,
11 actual and direct cause of the alleged injuries of Berger/Phan.

12 39. Cross-complainant is informed and believes and thereupon alleges that at all times
13 mentioned herein, cross-defendant, Castle Development and Does 1 through 50, inclusive, and each
14 of them, was a business, form unknown, operating in the County of Los Angeles, State of California.
15 Cross-defendant performed work at the subject home pursuant to a written subcontract or written
16 memoranda. Castle Development is being named in this cross-complaint for the scope of work and
17 allegations related to the general construction work.

18 40. If cross-complainant is held legally responsible for the alleged injuries of Berger/Phan, then
19 such liability will be solely of a passive, secondary, vicarious and derivative nature and predicated
20 upon the direct, primary, active and affirmative acts and/or omissions of the Castle Development and
21 Does 1 through 50, and by reason of the foregoing allegations, cross-complainant is entitled to be
22 indemnified by Castle Development and Does 1 through 50, and each of them, for any and all
23 amounts which may in good faith be paid by way of compromise, settlement or judgment. Further,
24 cross-complainant will be entitled to costs and expenses in connection therewith.

25 **SEVENTH CAUSE OF ACTION FOR APPORTIONMENT OF COMPARATIVE NEGLIGENCE**

26 41. Cross-complainant hereby refers to and incorporates herein by reference paragraphs 35 -
27 40, inclusive, of the Sixth Cause of Action and incorporates the same herein as though set forth in
28 full.

1 42. Cross-complainant contends that it is in no manner legally responsible for the damages, if
2 any, allegedly sustained by Berger/Phan in their complaint. However, if as a result of the matters
3 alleged in Berger/Phans' complaint, defendant, Vision Remodeling Inc., is held liable for all or any
4 part of said damages asserted, Castle Development and Does 1 through 50, and each of them, are
5 obligated to reimburse and will be liable to cross-complainant for all or any liability so asserted, by
6 way of contribution and to the extent of their fault as determined by the court. Cross-complainant
7 accordingly asserts herein such rights for contribution.

8 **EIGHTH CAUSE OF ACTION FOR DECLARATORY RELIEF**

9 (Declaratory Relief)

10 43. Cross-complainant hereby refers to and incorporates herein by reference paragraphs 35 –
11 40, inclusive, of the Sixth Cause of Action and incorporates the same herein as though set forth in
12 full.

13 44. An actual controversy has arisen and now exists between cross-complainant and Castle
14 Development Inc., and Does 1 through 50, and each of them, concerning the respective rights and
15 duties of each, in that it is the contention of cross-complainant that it is entitled to indemnification
16 and/or contribution on a pro rata basis of the relative fault, if any, of cross-complainant and of cross-
17 defendants, and each of them, for all sums which Berger/Phan may recover by way of judgment,
18 settlement or compromise from cross-complainant.

19 45. It is further the contention of cross-complainant that if the trier of fact in the instant action
20 should declare as a part of the judgment herein the percentage or ratio of contributing fault between
21 Berger/Phan, cross-complainant, and Castle Development and Does 1 through 50, and each of them,
22 so that the actual contributing fault of each party can be determined and set forth in special
23 interrogatories, jury verdict and/or judgment; then by reason of the foregoing allegations, cross-
24 complainant will be entitled to be indemnified by the cross-defendants, and each of them, for any and
25 all amounts which may in good faith be paid by way of compromise, settlement or judgment,
26 expenses of investigation, including reasonable attorneys' fees and court costs, in the defense of
27 Berger/Phans' complaint and in the prosecution of this cross-complaint.

28 ***

1 46. Declaratory relief is necessary and appropriate at this time in order to avoid multiplicity of
2 suits and circuitry of actions and in order that cross-complainant may ascertain its rights and duties.

3 47. Cross-complainant has no other existing, speedy, adequate or proper remedy other than that
4 prayed for by which the rights of the parties hereto may be determined.

5 **NINTH CAUSE OF ACTION FOR INDEMNITY ON CONTRACTORS BOND:**

6 48. Cross-complainant re-alleges and incorporates herein by reference, each and every
7 allegation contained in the Sixth, through Eighth Causes of Action of this cross-complaint.

8 49. Cross-complainant is informed and believe and thereon allege that cross-defendant
9 **American Contractors Indemnity Company**, is, and at all times herein mentioned, was a
10 corporation, and is authorized to do business in the State of California.

11 50. Cross-defendant Nicolas Raul Espinosa Jr. dba Castle Development and Construction
12 (hereinafter "Castle Development"), is a general contractor, license number 549023, and upon Castle
13 Development's application to the Registrar of Contractors of the Contractors State License Board
14 of the State of California for a contractor's license, and in accordance with the provisions of
15 §7071.6 of the Business and Professions Code of the State of California, Castle Development filed
16 with the Registrar a bond issued by cross-defendant, American Contractors Indemnity Company,
17 bond number 100001491, in the sum of \$10,000 and/or \$12,500, conditioned upon full compliance by
18 Castle Development, with all of the provisions of Division 3, Chapter 9 of said Code, and inuring to
19 the benefit of any person damaged as a result of a violation of said Chapter by Castle Development.

20 51. In connection with said work of improvements, Castle Development has violated the
21 provisions of the Business and Professions Code, in that Castle Development, as a subcontractor,
22 negligently, willfully and intentionally, failed to adequately and properly construct the improvements at
23 the Berger/Phan Residence, resulting in an alleged claim of damages by Berger/Phan, in excess of
24 the amount of the surety bond issued by cross-defendant, American Contractors Indemnity Company.

25 52. As a direct and proximate result thereof, and by virtue of said bond, cross-defendant
26 American Contractors Indemnity Company is obligated to indemnify cross-complainant, for any
27 damages alleged by Berger/Phan resulting from the work of its principal, Castle Development, and is
28 therefore entitled to indemnity and reimbursement under the provisions of said bond.

1 **WHEREFORE**, Cross-complainant prays judgment against all cross-defendants and each of them
2 as follows:

3 **FIRST CAUSE OF ACTION**

4 1. For judgment in the sum of \$36,200, together with interest thereon at 10% per year from
5 on or about November 28, 2006;

6 **SECOND CAUSE OF ACTION**

7 2. For judgment in the sum of \$36,200, together with interest thereon, at 10% per year from
8 From November 28, 2006;

9 **THIRD CAUSE OF ACTION**

10 3. For judgment in the sum of \$36,200, together with interest thereon, at 10% per year from
11 November 28, 2006;

12 **FOURTH CAUSE OF ACTION**

13 4. For judgment in the sum of \$36,200, together with interest thereon at 10% per year from
14 November 28, 2006, and the further sum of \$21.00;

15 5. That the above sum as found due to cross-complainant from cross-defendants, Kenneth Berger
16 and Thu Phan, together with interest and costs as above said, be adjudged a lien upon all the
17 land, premises and buildings described in the cross-complaint herein; that said real property,
18 land buildings and said improvements, or so much thereof as may be necessary, be sold
19 according to law and the practice of this Court, and that the proceeds of said sale be applied
20 toward the payment of the sum found due to cross-complainant, that said cross-complainant
21 may have execution against cross-defendants, for any deficiency remaining after said sale and
22 the application of the proceeds thereof toward the payment of cross-complainant's claim with all
23 costs and expenses of sale; that the cross-defendants be barred and foreclosed of all right, title,
24 and interest in and to every part and parcel thereof;

25 6. That it be decreed that the claims of the cross-defendants named above, if any, be subject to
26 and junior to the claim of the cross-complaint herein;

27 ***

28 ***

1 **FIFTH CAUSE OF ACTION**

2 7. That it be decreed that the Mechanic's Lien Release Bond be foreclosed upon and that cross-
3 defendant Roe Surety be ordered to pay cross-complainant the sum of \$36,200 principal, plus
4 all interest at the maximum rate per annum, and reasonable attorneys' fees;

5 **SIXTH, SEVENTH AND EIGHTH CAUSES OF ACTION**

6 8. For a determination of the obligations of cross-defendants, Castle Development and Does 1
7 through 50, and each of them, to pay any judgment, costs or expenses that have been
8 incurred or may be incurred in the future by cross-complainant;

9 9. For such sums as cross-complainant is held liable to Berger/Phan on their complaint;

10 10. For full or partial indemnity in the amount equal to the comparative fault of the cross-
11 defendants, Castle Development and Does 1 through 50, and each of them, with respect to any
12 amount which Berger/Phan may recover against cross-complainant in the main action, and for
13 complete or partial indemnity for any and all other sums of money which may be recovered
14 against cross-complainant by Berger/Phan;

15 11. That the rights, duties and obligations as between cross-complainant and cross-defendants,
16 Castle Development and Does 1 through 50, and each of them be determined;

17 **NINTH CAUSE OF ACTION**

18 12. For judgment against American Contractors Indemnity Company, in the sum of \$10,000.00
19 and/or \$12,500;

20 **FOR ALL CAUSES OF ACTION**

21 13. For costs of suit incurred herein, including reasonable attorney's fees if allowed by Court;

22 14. For such other and further relief as the Court may deem just and proper in this instance.

23
24 Dated: March 14, 2007

LAW OFFICES OF MARC WEINBERG

25
26 
27 MARC WEINBERG, Attorney for
28 Cross-complainant, Vision Remodeling Inc.



Vision Remodeling Inc.

Lic.# 859753

HOME IMPROVEMENT CONTRACT

Ph. 818-989-3220 - Fax: 818-989-3240

14416 Hamlin st. #105, Van Nuys, CA 91401

© (323) 605 4124

☎ (323) 299 0330

BUYER: Kenneth & Thy Berger Name
3705 Buckingham Rd City Los Angeles State CA Zip 90016
Residence Address

Job Address City State Zip

A. Description of the Work: Contractor will furnish all labor and materials to construct and complete in a good, workmanlike and substantial manner, the following: See Additional form.

(Describe the work to be done and the materials to be used or installed under this contract—attach plan or schematic diagram.)
 NOT INCLUDED: The following property (hereafter called "the project"):

The job does not include any permit fee -
Contractor pay for permit.

B. Payment: Total contract price to be: \$ 125,000 Down Payment (if any): \$ 4000

Schedule of Payment shall be per Sec. 7159 (e) and (f) of the California Business and Professions Code:

WHEN	AMOUNT
1. <u>Starting job</u>	\$ <u>5,000</u>
2. <u>kitchen design</u>	\$ <u>10,000</u>
3. <u>demolition walls</u>	\$ <u>20,000</u>
4. <u>flooring</u>	\$ <u>20,000</u>

(Shall specifically reference the work or services to be performed and any materials and equipment to be supplied.)

(Must be shown in dollars and cents)

C. Commencement/Completion of Work:

1. Owner shall have jobsite ready for commencement of the work of improvement no later than 30 days from the date of this Agreement—and so notify the Contractor in writing.
2. The approximate date when the work will begin is scheduled to be: 04/11/06
3. The approximate date on which all construction is to be completed will be: 07/17/06
4. Substantial commencement of the work shall be deemed to be delivery of materials.

D. Terms, Conditions and Limited Warranty: The terms and conditions on the reverse side, and the limited warranty following Section 7159 of the State of California Contractor's License Law, are expressly incorporated into this Agreement. Payment is due in cash. Contract price does not include any finance charges.

E. Lien Releases: Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.

NOTICE TO OWNER: You, the homeowner (buyer), have the right to require that your contractor furnish you with a performance and payment bond or use a joint control approved by the Registrar of Contractors. You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation included in this form for an explanation of this right. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 28000, Sacramento, California 95826.

859753

By: Rachel Kellon

Accepted: _____ Date: 04/08/06

X [Signature]
(OWNERS SIGN HERE)

X [Signature]
(OWNERS SIGN HERE)

X _____
(OWNERS SIGN HERE)

State Registration Number: _____

NOTICE TO OWNER: THIS AGREEMENT IS SUBJECT TO HOME OFFICE APPROVAL BEFORE IT BECOMES EFFECTIVE.

EXHIBIT 1

TERMS AND CONDITIONS

§1. **Plans, Specifications, and Permits.** The project will be constructed according to the description on the reverse side and any plans and specifications which have been examined by the owner and which have been or may be signed by the parties hereto. Contractor will obtain and pay for all required building permits, but owner will pay assessments and charges required by public bodies and utilities for sewers, storm drains, water service and other utilities, including revolving fund charges, hook-up charges and the like. Unless stated otherwise, Owner shall not perform any construction work related to Contractor's work.

§2. **Labor and Material.** Contractor shall pay all valid charges for labor and material incurred by contractor and used in the construction of the project, but is excused by owner from this obligation for bills received in any period during which owner is in arrears in making progress payments to contractor. Should contractor fail to make any payments required under this paragraph, owner may make such payments on behalf of contractor; and contractor shall reimburse owner for the amount actually paid on demand; but owner shall not, by means of assignment or otherwise, be entitled to collect any greater amount from contractor than the amount actually paid for labor or material under this paragraph. No waiver or release of mechanic's lien given by contractor shall be binding until all payments due to contractor when the release was executed have actually been made.

§3. **Contract, Plans and Specifications.** The contract, plans and specifications, if any, are intended to supplement each other. In case of conflict, however, the plans shall control over the specifications, and the provisions of this contract shall control both.

§4. **Extra Work.** Should owner, construction lender or any public body or inspector direct any modification or addition to the work covered by this contract, the cost shall be added to the contract price. For the purpose of this paragraph, "cost" is defined as the cost of extra subcontracts, labor and materials, plus 10% of "cost" for overhead, plus 10% of the sum of "cost and overhead" for profit. Requests for extra work should be made in writing, but contractor is entitled to be paid for extra work whether reduced to writing or not. Expense incurred because of unusual or unanticipated ground conditions (such as fill, hard solid, rock or ground water) shall be paid for by owner as extra work. No extra or change-order work shall be required to be performed without prior written authorization of the person contracting for the construction of the home improvement. Any change-order forms for changes or extra work shall be incorporated in; and become a part of the contract.

§5. **Allowances.** If the contract price includes allowances, and the cost of performing the work covered by the allowance is greater or less than the allowance, then the contract price shall be increased or decreased accordingly. Unless otherwise requested by owner in writing, contractor shall use his own judgment in accomplishing work covered by an allowance. If owner requests that work covered by an allowance be accomplished in such a way that the cost will exceed the allowance, contractor shall comply with owner's request, provided that owner pays the additional cost in advance.

§6. **Delay.** Contractor shall be excused for any delay in completion of the contract caused by acts of God, acts of owner or owner's agent, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of owner to make progress payment promptly, or other contingencies unforeseen by contractor and beyond the reasonable control of contractor. In the event Owner delays the job for 30 days or more, Contractor shall be entitled to a price escalation. Overdue payments will bear interest at the maximum legally permissible rate. In the event Owner prevents Contractor from completing the work under this Agreement, the entire contract price shall immediately become all due and payable.

§7. **Excluded Work.** Contractor is not responsible for any existing illegal conditions. Contractor is not responsible for any unlawful or abnormal concrete footings, foundations, retaining walls or piers required, or any unusual depth required for same. Conditions caused by poor soil, lack of compaction, hillside or other slope conditions, and is not obligated to correct same. Any and all such work, if required by public bodies shall constitute an Extra. Unless specifically included herein, any plumbing, gas, waste and water lines within the foundations of existing structures, and any work involving cesspools or septic tanks, are excluded. Rerouting, relocation or replacement of vents, pipes, ducts or conduits not shown, or encountered in areas of alteration or excavation is also excluded. Changes to existing electrical service or service panels, other than addition of circuit breakers or fuse blocks is also excluded. The existing electrical wiring system is represented by Owner to be adequate and properly functioning. Contractor will endeavor to match existing plaster color and texture, but plaster patches may not be invisible.

§8. **Completion and Occupancy.** Owner agrees to sign and record a Notice of Completion within five days after completion of the project. If the project passes final inspection by the public body but owner fails to record Notice of Completion, then owner hereby appoints contractor as owner's agent to sign and record a Notice to Completion on behalf of owner. This agency is irrevocable and is an agency coupled with an interest. Contractor may use such force as is necessary to deny occupancy of the project by owner or anyone else until contractor has received all payments, excluding the retention payment, due under this contract, and until Notice of Completion has been recorded.

§9. **Damage to Project and Insurance.** Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached; such insurance to be in a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project; such insurance to name contractor as an additional insured, and to protect owner; contractor and construction lender as their interests may appear, should owner fail so to do, contractor may procure such insurance as agent for and at expense of owner, but is not required to do so. If the project is destroyed or damaged by an accident; disaster or calamity such as fire, storm, flood, landslide, subsidence or earthquake, or by theft or vandalism, any work done by contractor in rebuilding or restoring the project shall be paid for by owner as extra work under section four.

§10. **Right to Stop Work.** Contractor shall have the right to stop work if any payment shall not be made to contractor under this agreement; contractor may keep the job idle until all payments due are received.

§11. **Limitations.** No action arising from or related to the contract, or the performance thereof, shall be commenced by either party against the other more than two years after the completion or cessation of work under this contract. This limitation applies to all actions of any character whether at law or in equity, and whether sounding in contract tort or otherwise. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for wilful fraud, concealment or misrepresentation.

§12. **Property Lines.** Owner shall locate and point out property lines to contractor. Contractor may, at his option, require owner to provide a licensed land surveyor's map of property.

§13. **Clean-Up.** Upon completion of the work, contractor will remove debris and surplus material from owner's property and leave it in a neat and broom-clean condition.

§14. **Taxes and Assessments.** Taxes and special assessments of all descriptions will be paid by owner.

§15. **Notice.** Any notice required or permitted under this contract may be given by ordinary mail at the address contained in this contract, but such address may be changed by written notice given by one party to the other from time to time. After a notice is deposited in the mail, postage prepaid, it shall be deemed received in the ordinary course of the mails.

§16. **Prohibition of Assignment.** Owner may not assign this contract or payment due under this contract to any other party without the written consent of contractor.

§17. **Bankruptcy.** If either party becomes bankrupt, or makes an assignment for the benefit of creditors, the other party has the right to cancel this contract.

§18. **Arbitration.** Any controversy arising out of the construction of the project referred to in this contract or regarding the interpretation of this contract shall be subject to arbitration by and in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he or she shall deem proper for the time, expense and trouble of arbitration.

§19. **Entire Agreement and Integration Clause.** This instrument contains the entire agreement between the parties. There are no representations, understandings or agreements, oral or written, which are not included herein. Seller's failure to exercise any right hereunder, or to take any action permitted on a breach by Purchaser, will not be deemed a waiver thereof or of other rights or breaches. No waiver will be effective unless specifically made in writing, and signed by a duly authorized representative of the party making such a waiver. This Agreement may not be altered or assigned except upon written agreement of the parties hereto.

§20. Section 7159 of the California Business and Professions Code as reproduced on the last page of this form, is incorporated hereby in these Terms and Conditions.

NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Section 7018.5 of the State of California Contractor's License Law - Added Stats 1992 ch 788 @ 2 (AB 2736)

NOTICE TO OWNER

Failure by the contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in the contract when work will begin is a violation of the Contractors License Law.

NOTICE OF CANCELLATION

COPY TO BE SENT TO SELLER

You may cancel this transaction, without any penalty or obligation, within three business days from the date of this Agreement.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notices to VISION REMODELING, INC. 14416 Hamlin St. #103, Van Nuys, CA 91401 not later than midnight of the third business day from the date of this Agreement.

I hereby cancel this transaction, _____

(Date)

(Buyer's Signature)

Buyer's Record of Cancellation: Written cancellation notice sent:

Hand Delivered

First Class Mail

Certified Mail

Registered Mail

This Notice to Owner and Notice of Cancellation read and acknowledged by owner prior to signing of contract.

Buyer's Signature _____

Date

4/09/06

Buyer's Signature _____

Date

4/09/06

Section 7159 of the State of California Contractor's License Law—Amended Stats 1991 ch 1160 © 45 (AB 2190)
Requirements for home improvement contracts:

This section shall apply only to home improvement contracts, as defined in Section 7151.2, between a contractor, whether a general contractor or a specialty contractor, who is licensed or subject to be licensed pursuant to this chapter with regard to the transaction and who contracts with an owner or tenant for work upon a residential building or structure, or upon land adjacent thereto, for proposed repairing, remodeling, altering, converting, modernizing, or adding to the residential building or structure or land adjacent thereto, and where the aggregate contract price specified in one or more improvement contracts, including all labor, services and materials to be furnished by the contractor, exceeds five hundred dollars (\$500).

Every home improvement contract and every contract the primary purpose of which is the construction of a swimming pool, shall be subject to the provisions of this section. Every contract and any changes in the contract subject to the provisions of this section shall be evidenced by a writing and shall be signed by all the parties to the contract thereto. The writing shall contain the following:

(a) The name, address, and license number of the contractor, and the name and registration number of any salesperson who solicited or negotiated the contract.

(b) The approximate dates when the work will begin and on which all construction is to be completed.

(c) A plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for a swimming pool and for other home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.

(d) If the payment schedule contained in the contract provides for a downpayment to be paid to the contractor by the owner or the tenant before the commencement of work, the downpayment shall not exceed two hundred dollars (\$200) or 2 percent of the contract price for swimming pools, or one thousand dollars (\$1,000) or 10 percent of the contract price for other home improvements, excluding finance charges, whichever is the lesser.

(e) A schedule of payments showing the amount of each payment as a sum in dollars and cents. In no event shall the payment schedule provide for the contractor to receive, or shall the contractor actually receive, payments in excess of 100 percent of the value of the work performed on the project at any time, excluding finance charges, except that the contractor may receive an initial downpayment authorized by subdivision (d). With respect to a swimming pool contract the final payment may be made at the completion of the final plastering phase of construction provided that any installation or construction of equipment, decking, or fencing required by the contract is also completed. A failure by the contractor without lawful excuse to substantially commence work within twenty (20) days of the approximate date specified in the contract when work will begin shall postpone the next succeeding payment to the contractor for that period of time equivalent to the time between when substantial commencement was to have occurred and when it did occur. The schedule of payments shall be stated in dollars and cents, and shall be specifically referenced to the amount of work or services to be performed and to any materials and equipment to be supplied. With respect to a contract which provides for a schedule of monthly payments to be made by the owner or tenant and for a schedule of payments to be disbursed to the contractor by a person or entity to whom the contractor intends to assign the right to receive the owner's or tenant's monthly payments, the payments referred to in this subdivision mean the payments to be disbursed by the assignee and not those payments to be made by the owner or tenant.

(f) The contract shall state that upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.

(g) The requirements of subdivisions (d), (e), and (f) shall not apply when the contract provides for the contractor to furnish a performance and payment bond, lien and completion bond, bond equivalent, or joint control approved by the Registrar of Contractors covering full performance and completion of the contract and the bonds or joint control is or are furnished by the contractor, or when the parties agree for full payment to be made upon or for a schedule of payments to commence after satisfactory completion of the project. The contract shall contain in close proximity to the signatures of the owner and contractor a notice in at least 10-point type stating that the owner or tenant has the right to require the contractor to have a performance and payment bond.

(h) No extra or change-order work shall be required to be performed without prior written authorization of the person contracting for the construction of the home improvement or swimming pool. Any change-order forms for changes or extra work shall be incorporated in, and become a part of the contract.

(i) If the contract provides for a payment of a salesperson's commission out of the contract price, that payment shall be made on a pro rata basis in proportion to the schedule of payments made to the contractor by the disbursing party in accordance with subdivision (e).

(j) The language of the notice required pursuant to Section 7018.5.

(k) What constitutes substantial commencement of work pursuant to the contract.

(l) A notice that failure by the contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in the contract when work will begin is a violation of the Contractors License Law.

(m) If the contract provides for a contractor to furnish joint control, the contractor shall not have any financial or other interest in the joint control.

A failure by the contractor without lawful excuse to substantially commence work within 20 days from the approximate date specified in the contract when work will begin is a violation of this section.

This section shall not be construed to prohibit the parties to a home improvement contract from agreeing to a contract or account subject to Chapter 1 (commencing with Section 1801) of Title 2 of Part 4 of Division 3 of the Civil Code.

The writing may also contain other matters agreed to be the parties to the contract.

The writing shall be legible and shall be in a form that clearly describes any other document which is to be incorporated into the contract, and before any work is done, the owner shall be furnished a copy of the written agreement, signed by the contractor.

For purposes of this section, the board shall, by regulation, determine what constitutes "without lawful excuse."

The provisions of this section are not exclusive and do not relieve the contractor or any contract subject to it from compliance with all other applicable provisions of law.

A violation of this section by a licensee, or a person subject to be licensed, under this chapter, his or her agent, or salesperson is a misdemeanor punishable by a fine of not less than one hundred dollars (\$100) nor more than five thousand dollars (\$5,000) or by imprisonment in the county jail not exceeding one year, or by both fine and imprisonment.

Limited Warranty—Contractor guarantees that all materials furnished by him will be of standard quality, free from defects, and will be installed in a good and workmanlike manner. All equipment, assemblies or units purchased by Contractor under this contract are sold and installed subject to the manufacturer's guaranty or warranty, only, and Contractor does not warrant same. Labor and materials is guaranteed for a period of 1 year when subjected to normal use and care, and provided Owner has fully complied with the terms of payment and other conditions of this contract. The liability of the Contractor for defective materials or installation under this limited warranty is hereby limited to the replacement or correction of said defective materials or installation, and no other claims, including claims for consequential damages, shall be allowed.

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ADDITIONAL DESCRIPTION FORM

(TO BE USED WITH FORMS 201, 202, 203, AND 204)

1

Contractor: Vision Remodeling (Contractor's Name) RE-PROJECT: Kenneth & The Berger (Name)
14416 Hamlin Ct #103 (Owner's Name) 3708 Buckingham Rd (Address)
Van Nuys CA 91401 (Phone) (FAX) Los Angeles CA 90016 (City, State And Zip)

This is an additional description of that certain contract between the above named parties dated _____

(Proceed Contract Provisions Here)

* Prepare Blue print for interior house - blue print will be include sketch + engineering calculation if necessary + title etc

* Remodeling kitchen:
demo existing kitchen and haul it away
Install tile in the kitchen + laundry room - Contractor supply tile \$2 for sq. allowance!

Install cabinet cherry-stain custom made - melain white from inside

Install an island 4x6 two level *

Build a pantry with pull out shelf

Install crown molding at the kitchen

Install counter-granit with back splash

Install Appliances as: sink, stove, DW, ref, hood - Customer supply appliance

Install 6 resis light

house flooring:

* demo existing flooring and haul it away

Install flooring allowance \$5 for material - contractor will charge flooring

Contractor _____

(Signature)

Owner or Agent: _____

(Signature)



ADDITIONAL DESCRIPTION FORM

(TO BE USED WITH FORMS 201, 202, 203, AND 204)

2

Contractor: Vision Remodeling Inc
(Contractor's Name)
14416 Hamilton St #103
(Owner's Name)
Van Nuys CA 91411
(Phone) (FAX)

RE-PROJECT: Kenneth & Thu Berger
(Name)
3708 Buckingham Rd
(Address)
Los Angeles CA 90016
(City, State And Zip)

This is an additional description of that certain contract between the above named parties dated _____

(Proceed Contract Provisions Here)

Bathroom Remodeling - Master
* demo existing bathroom
close the walking closet
cut an opening for bathroom
Install Tile in the bathroom - flooring + walls -
contractor supply tile \$2 allowance for sq.
plumbing in the bathroom will be copper.
Build a new shower + apply Hot map
Install shower door - custom
Install jgch22i
Install fixtures as: jgch22i forcess vanity -
customer supply fixtures
patch & paint bathroom
Install 4-5 recess light + fan combination

Bathroom Remodeling - Small
* Cancel one door
Build a new shower app 4x3 +
apply hot map
Install Tile on the flooring + walls
Install Toilet, vanity - customer supply fixtures
patch & paint bathroom
Install 2-3 recess light
Install shower door - custom

* Garage:
Install unit - small of A/C in the garage
Install dry wall walls + ceiling

Contractor _____ Owner or Agent: _____
(Signature) (Signature)

ADDITIONAL DESCRIPTION FORM

(TO BE USED WITH FORMS 201, 202, 203, AND 204)

3

Contractor: Vision Remodeling Inc RE-PROJECT: Kenne & Thy Berger
14416 Hamilton St #102 3705 Buckingham Rd
Van Nuys, CA 91401 Los Angeles CA 90016
(Contractor's Name) (Name)
(Owner's Name) (Address)
(Phone) (FAX) (City, State And/Zip)

This is an additional description of that certain contract between the above named parties dated _____.

(Proceed Contract Provisions Here)

- * Install Cabinet app 7 LF - natural oak
- * Install Tile flooring - contractor supply T.D \$2 for sq. ft. allowance.
- * Install moulding - wood in all the house.
- * Install 5 interior door + framing.
- * Install french door.
- * Install Tile at the entrance - Contractor Supply tile app \$2 for sq.
- * Install App 30-35 recess light in all the house including kitchen and bathroom.
- * Paint the Interior house, -
- * Install fire place - marble + paint the mantel.
- * Install Cabinet Beach App 6-8 LF

Stages of payment: Continue

Bathroom Remodeling Small	\$10,000
Bathroom Remodeling Large	\$20,000
House painting	\$10,000
garage dry wall	\$5,000
conclusion	\$1,000

Contractor _____ Owner or Agent: _____
(Signature) (Signature)





Vision Remodeling Inc.

Lic.# 859753

800-956-3220 • Fax: 818-989-3240

14416 Hamlin St. #103, Van Nuys CA 91401

CONTRACT CHANGE ORDER

PROJECT: _____ CHANGE ORDER# _____ DATE: 09/04/06
Kenneth & Tina Berger
(Name)
3705 Buckingham Road
(Address) Los Angeles, CA
(City, State and Zip)

(Phone) (Fax) (Phone) (Fax)

This contract change order modifies and amends the contract between the above named parties dated

Install new entrance door - Contractor Supply

Install Security door - Contractor Supply

Install Flag Stone at the entrance +
mini wall way

Contractor agree to pay an additional
of \$40,000 to the job

Stages of Payment: deposit - \$1000

\$1 Apply insls job + dry wall \$10,000

Install beam ^{with} revise door \$10,000

foundation start \$10000

foundation finish \$9000

It is mutually agreed that the contract price is increased/decreased by \$ _____
payable/deductible immediately upon completion of the work called for in this change order.

As a result of this change order, the time for completion of the above-mentioned contract is
hereby extended/reduced by 01/04/06 days.

This change order is incorporated into and governed by the above-mentioned contract and is
incorporated therein.

[Signature]
(Contractor/Owner)

[Signature]
(Owner/Subcontractor)

09/04/06
(Date)



Vision Remodeling Inc.

Lic.# 859753

800-956-3220 • Fax: 818-989-3240
14415 Hamlin St. #103, Van Nuys CA 91401

CONTRACT CHANGE ORDER

PROJECT: _____ CHANGE ORDER# _____ DATE: 02/04/06

Kenneth & Thru Berger
(Name)
3705 Buckingham Road Los Angeles CA 90060
(Address) (City, State and Zip)

(Phone) (Fax) (Phone) (Fax)

This contract change order modifies and amends the contract between the above named parties dated _____

- * Install new foundation for the house by blue print.
- * Apply insulation inside the attic + in the walls inside living room + family room.
- * Install new dry wall - ceiling + the right side of the living room.
- * Install new roof - 30 Year Singles - Customer choose color.
- * Rewire the all house by code.
- * Install new beam at the bathroom.
- * Install 2 extra beam at the bathroom.
- * Raise existing floor at the bathroom.

It is mutually agreed that the contract price is increased/decreased by \$ _____

payable/deductible immediately upon completion of the work called for in this change order.

As a result of this change order, the time for completion of the above-mentioned contract is hereby extended/reduced by _____ days.

This change order is incorporated into and governed by the above-mentioned contract and is incorporated therein.

(Contractor/Owner)

[Signature]
(Owner/Subcontractor)

02/04/06
(Date)



Vision Remodeling Inc.

Lic.# 859753

800-956-3220 • Fax: 818-989-3240
14416 Hamlin st. #103, Van Nuys CA 91401

CONTRACT CHANGE ORDER

PROJECT: _____ CHANGE ORDER# _____ DATE: 10/2/06

Thy Berger
(Name)
3705 Burbank Rd
(Address) Los Angeles CA 90016
(City, State and Zip)

(Phone)

(Fax)

(Phone)

(Fax)

This contract change order modifies and amends the contract between the above named parties dated _____

Install new gas line at the house
The customer agreed to pay an
additional of \$6200 to the job
delay of payment:
finish gas line \$6200

It is mutually agreed that the contract price is increased/decreased by \$ _____ payable/deductible immediately upon completion of the work called for in this change order.

As a result of this change order, the time for completion of the above-mentioned contract is hereby extended/reduced by _____ days.

This change order is incorporated into and governed by the above-mentioned contract and is incorporated therein.

[Signature]
(Contractor/Owner)

[Signature] 10/2/06
(Owner/Subcontractor)



Vision Remodeling Inc.

Lic.# 859753

800-956-3220 • Fax: 818-989-3240

14416 Hamlin St. #103, Van Nuys CA 91401

CONTRACT CHANGE ORDER

PROJECT: _____ CHANGE ORDER# _____ DATE: 12/21/06

Thu Berger (Name)
3705 Buckingham Rd (Address) Los Angeles, CA 90016 (City, State and Zip)
(823) 605-4124 (Phone) _____ (Fax) _____ (Phone) _____ (Fax)

This contract change order modifies and amends the contract between the above named parties dated

Customer decide to go back to the original plan - by blue print
jacuzzi - corner - left side before window
newly - left side of bathroom
Shower 44 by 66
Blind - right side
plumbing will be change.

The job will be delete because the changes that has been done.

It is mutually agreed that the contract price is increased/decreased by \$ _____ payable/deductible immediately upon completion of the work called for in this change order.

As a result of this change order, the time for completion of the above-mentioned contract is hereby extended/reduced by 150 days.

This change order is incorporated into and governed by the above-mentioned contract and is incorporated therein.

 (Contractor/Owner) _____ (Owner/Subcontractor) 12/1/06
 _____ (Date)

W

EXHIBIT 4

RECORDING REQUESTED BY:

2

AND WHEN RECORDED MAIL TO:

VISION REMODELING INC
(Name)

06 2884962

14416 Hamlin St #103
(Street Address)

VAN NUYS CA 91401
(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CALIFORNIA MECHANIC'S LIEN

The undersigned VISION REMODELING INC, claimant,
(Complete Name Of Person Or Entity Creating Mechanic's Lien)
claims a Mechanic's Lien upon the following described real property:

* 3705 Buckingham Road, Los Angeles CA 90016
(If the Address Affects Legal Description, If Available, Where The Lien Was Furnished)

The sum of \$ 36,200⁰⁰, together with interest thereon at
(Amount Due To Claim)
the highest legal rate per annum from 11-28-06 is due claimant
(Date When Amount Is Due)
(after deducting all just credits and offsets) for the following work, equipment, and material
furnished by claimant: General construction and remodeling in the property

(General Description Of Work And Materials Furnished By Claimant)
Claimant furnished the work and materials at the request of, or under contract with
Kenneth Berger and Thu Phan Berger
(Name(s) Of Person Or Entity To Whom The Work Or Materials Were Claimed)

The owners and reputed owners of the property is/are:
* Thu Phan Berger and Kenneth Berger
(The Name Of Person Or Entity Whose Property This Information Can Be Obtained From The County Recorder's Office In The County Jurisdiction)

SEE REVERSE SIDE FOR
MECHANIC'S LIEN
ADDITIONAL INSTRUCTIONS

Firm Name: VISION REMODELING INC
(The Name To Be Recorded On The Public Record)
By: ASHER ATIAS - President
(Signature Of Claimant Or Authorized Agent And Title)

VERIFICATION

I, the undersigned, say: I am the claimant or agent of the foregoing Mechanic's Lien claimant;
I have read said claim of mechanic's Lien and know the contents thereof; the same is true of
my own knowledge. I am authorized to execute this Claim of Lien.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12-28-06, at VAN NUYS, California.
(Date of Execution) (City, State and Zip)

[Signature]
(Signature Of The Individual Who Verifies That The Contents Of The Claim Of Mechanic's Lien Are True)

This page is part of your document - DO NOT DISCARD

06 2884962

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

12/28/06 AT 03:21PM

TITLE(S) : MECHANICS LIEN



FEE

Code 01 - 07.00
Code 20 - 02.00
Code 04 - 09.00

Code M003 - 001

D.T.T.

CODE

20

CODE

19

CODE

9

Grand Total = \$18.00

Page Count = 1

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing _____ and know its contents.

CHECK APPLICABLE PARAGRAPHS

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner _____ a _____ of _____

_____ a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for _____ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on _____, at _____, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Type or Print Name

Signature

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is: 6320 Canoga Avenue, Suite 1500, Woodland Hills, CA 91367

On, March 16, 2007 I served the foregoing document described as _____

CROSS-COMPLAINT

_____ on Interested parties in this action

by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

Christopher J. Olsen, Esq.
3075 East Thousand Oaks Blvd.
Suite 100
Westlake Village, CA 91362

BY MAIL

*I deposited such envelope in the mail at Woodland Hills, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at _____ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on March 16, 2007, at Woodland Hills, California.

**** (BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on _____, at _____, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Marc Weinberg

Type or Print Name

Signature

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

** (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

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