

Appeal No. G055075

In the California Court of Appeal
Fourth Appellate District, Division Three

Adam Bereki
Defendant Below and Appellant

v

Karen and Gary Humphreys
Plaintiffs Below and Respondents

Appeal from the Superior Court County of Orange
Case No. 30-2015-00805807
Hon. David Chaffee

NOTICE OF MOTION AND MOTION TO CONSIDER NEW EVIDENCE

Adam Bereki
In Propria Persona
818 Spirit
Costa Mesa, California
949.241.6693
abereki@gmail.com

To the Honorable Chief Justice and the Associate Justices of this Appeal Court:

Please take notice that, pursuant to California Code of Civil Procedure section 909 and California Rules of Court, rule 8.252(c), Appellant Adam Bereki hereby submits this Notice of Motion and Motion to Consider Additional Evidence. Adam moves this Court to consider, for the purposes of Appellants Opening and Reply Briefs, the following true and correct material, relevant, authenticated EXHIBITS annexed hereto and the Declaration of Adam Bereki competently attesting to these facts.

This motion is based upon the Memorandum of Points and Authorities, the Declaration of Adam Bereki and Holly Young, Custodian of Records Contractors State License Board, "CSLB" and the proposed order granting this motion, which fulfills the requirements of California Rules of Court, rule 8.252(c).

February 23, 2018

Respectfully Submitted,



Adam Bereki

MEMORANDUM OF POINTS AND AUTHORITIES

ADDITIONAL EVIDENCE SHOULD BE ALLOWED FOR APPELLANT TO RECEIVE FULL AND FAIR APPELLATE REVIEW

I. INTRODUCTION

Appellants Opening Brief, “AOB” and Appellants Reply Brief, “ARB” are incorporated as if fully set forth herein.

The heart of Appellants Briefs represent a “direct” jurisdictional attack to the proceedings of the Trial Court.

Where the record reveals a jurisdictional failing such as no evidence to support the claim, fraud, fraud on the court, or violations of due and judicial process, the matter is void. Court's have a non-discretionary duty to vacate void judgments meaning the court lacks judicial discretion when it comes to vacating void judgments. *County of Ventura v Tillet*, *supra*, and *Kluge v United States*, *supra*.

The court has but one duty: to examine the record in the instant case, and, if in the determination that the face of the record reveals so much as one jurisdictional failing or abridgment of a substantive right, the court has a non-discretionary duty to provide the relief sought, minimally including quashing the judgement order, dismissal of the action and in this case, complete exoneration of Adam Bereki.

As evidenced throughout his briefs, Appellant, or “Adam”, believes the trial court acted entirely without subject matter jurisdiction for the simple fact Respondents failed to substantiate the factual sufficiency of their claim empowering the court act.¹

¹ *Buis v State*, *supra*, ARB 34–46

The other issue in this case effecting the jurisdiction of the Trial Court is fraud and fraud on the court perpetrated by Respondents and their counsel upon which the EXHIBITS annexed hereto provide further evidentiary support.²

Fraud and fraud on the Court are serious claims which this Court has a duty to investigate, most especially since the Trial Court repeatedly breached its duty to do so (AOB 59–63). The Trial Court's actions in connection with Respondents failure to acknowledge the jurisdictional attacks proceeding "trial" were additional violations of Adam's Rights to due and judicial process, which, in and of themselves, are immediate grounds for vacating the void judgment in this case.

The EXHIBITS annexed hereto provide clear and compelling corroboration of evidence already in the record of fraud and fraud on the Court perpetrated by Respondents and their counsel. This evidence must be allowed given the significance of these criminal actions having been committed in the fraudulent procurement of jurisdiction on the Court itself and Adam Bereki to take his money and property *without* due and judicial process.

Ordinarily new evidence is not considered on Appeal. However, the situation here is not ordinary. What happened in this case was a complete a failure of the administration of justice in the hands of those who not have a only a duty to know the law but are sworn to protect the very Rights to ordered liberty secured by our Constitutions which were heinously violated.

Adam is doing the best he can to expose Respondents criminal scheme and the unconscionable actions of the "trial court" at his first opportunity. It absolutely must be considered that Adam has left a significant paper trail in the Clerk's transcript (CT of the Trial Court evidencing his attempts to vindicate the violations of his Rights. He has thus far been

² ARB 7–19

met with a Court that has failed to take remedial action, given him false or misleading information³, and continued to act in clear absence of all jurisdiction of the subject matter.

Had the Trial Court adhered to judicial process these claims of fraud would perhaps be of less relevance here as Respondents case would have been dismissed for failing to state a claim given the lack of evidence supporting it's factual sufficiency. What is clear however, and will be further evidenced by the admission of these EXHIBITS, is that the fraud perpetrated by Respondents and their counsel played a highly significant role in the Court's adjudication of their claim in their favor, even if the Court never had the requisite jurisdiction of the subject matter to issue the order for judgement. While fraud on the court is not a specific intent crime, these EXHIBITS establish the intent for the allegations of fraud and the motive to commit fraud on the court to procure jurisdiction. This behavior, according to that infallible icon of Harvard and Yale, Chief Justice John Marshall, constitutes treason:

"We have no more right to decline the exercise of jurisdiction which is given than to usurp that which is not given. The one or the other would be **treason** to the Constitution."⁴

Moreover, in the case of Lugar v Edmunson Oil Co.,supra the US Supreme Court stated:

The statutory scheme obviously is the product of state action, and a private party's joint participation with the state officials in the seizure of disputed property is sufficient to characterize that party as a "state actor"... Respondents and the Trial Court were, therefore, acting under color of state law in participating in the deprivation of [Appellant's] property.

Deprivation of Rights is a federal crime pursuant to 42 USC 1983.

³ See (CT 1366-1367) where the Court told Adam his jurisdictional challenges were untimely and refused to provide written documentation of the denial. The record contains no evidence of a denial, evidencing the denial.

⁴ Cohens v Virgina, supra

Moreover, pursuant to 18 USC 2382: "Whoever, owing allegiance to the United States and having knowledge of the commission of any treason against them, conceals and does not, as soon as may be, disclose and make known the same to the President or to some judge of the United States, or to the governor or to some judge or justice of a particular State, is guilty of misprision of treason and shall be fined under this title or imprisoned not more than seven years, or both."⁵

Citizens of this country have a duty to keep their government in the chains of our Constitutions and Laws.

When it comes to the admission of any evidence exhibiting a deprivation of substantive Rights, this court has a duty to accept the evidence and conduct an investigation. It cannot use Rules of Court or other legislative acts to abrogate these Rights to fair and impartial judicial proceedings— those not based on fraud, deceit, and treasonous acts:

Where Rights secured by the Constitution are involved there can be no rule making that would abrogate them.⁶

A summary of the EXHIBITS annexed hereto and their relevance to the issues presented in Appellants Briefs is as follows:

EXHIBIT [A1]

In this case, Respondents sued Spartan and it's bonding companies, Suretec and Old Republic Surety for collection of \$25,000 in surety bonds (CT 206-207). [A1] is an invoice

⁵ Appellant is not claiming he owes allegiance to the "United States" if this use of the "United States" refers to the District of Columbia.

⁶ Miranda v Arizona, 384 US 436, 491

from Suretec, for services rendered and a personal indemnity agreement by Adam. This evidence shows Adam has been injured by Respondents filing a false and fraudulent claim⁷ for loss or injury against Suretec. Respondents testified at trial of never having entered into any agreement with Spartan which may have entitled them to collect on the bonds.(See ARB Pp. 20-21)

This evidence renders Respondents claims void ab initio for fraud in the procurement of jurisdiction.

EXHIBIT [A2]

Respondents testified at trial they only had an agreement with Adam Bereki and Glenn Overlay (RT 86–6, 40–4).

[A2] is a declaration from Glenn Overlay where he declares: (1) he has never entered into any agreement with Respondents; (2) that he's never had any discussion with Respondents over contractual matters pertaining to their project; (3) that he performed work on Respondents project for Spartan pursuant to an agreement with Spartan (not Adam Bereki); and (4) that he's never been a business partner of Adam Bereki nor a shareholder or officer of The Spartan Associates, Inc..

Respondents also testified at trial they had never met Mr. Overlay. Nor did they provide any evidence of direct communication with him pursuant to performing work on their project. Respondents also failed to ever depose Mr. Overlay or enjoin him as a party in this case despite claiming they formed the central agreement for this case with him.

Mr. Overlay's declaration further evidences there never was an agreement between him and Respondents. It further supports allegations of fraud in Respondents Motion For

⁷ See Penal Code §550

Summary Judgment, “MSJ” where they claimed in their sworn declarations (CT 251 & 273, Line 15) their agreement was with Adam Bereki and/or his corporation The Spartan Associates, Inc..

The MSJ never mentions any agreement with Mr. Overlay whatsoever.

Respondents declarations were attached to their MSJ where they claimed the “**undisputed** facts” were that they had contracted with Spartan (not Adam Bereki or Glenn Overlay) for the performance of home improvement services. (CT 231)

Mr. Overlay's declaration also corroborates Adam's testimony that he was never business partners with Mr. Overlay and did not personally enter into any agreement with Mr. Overlay for his services.

EXHIBIT [A3]

[A3] exhibits multiple emails that further evidence Respondents fraud and their counsel's fraud on the court, corroborating EXHIBIT [31].

EXHIBIT [31] is a presentation Spartan compiled in cooperation and agreement with Respondents in addition to the building permits obtained by Spartan (EXHIBIT [34]) for both the interior and exterior design and construction elements of their building project.

A. Respondent Karen Humphreys testified at trial she was not working on any plans with Adam Bereki in August of 2013 (RT 52, 11–23). The date on these email agreements are August 3rd, 5th, and 8th, 2013.

The emails labeled EXHIBITS [A3-3 and A3-14] evidence Mrs. Humphreys in fact approved numerous design and construction items for the project reflected as "APPROVED" in EXHIBIT [31].

Mrs. Humphreys also testified at (RT 43 6-8, and 46-2) that she was never presented with or entered into any agreement with Spartan.

EXHIBIT [31] and those found in [A3-4 thru A3-14] upon which she made agreements contain the words "Spartan Construction" and Spartan's roman helmet logo on every single page of the presentations exhibited. This was also at a time in the project as evidenced by EXHIBIT [32-2] when all payments being made to the project were to Spartan (Lines 11-17), mostly from Respondents corporation, Humphreys and Associates, (AOB Pages 32-35).

B. Respondents counsel represented to the Court at trial there were no other agreements beyond an initial email at the beginning of the project upon which Respondents entered into with Spartan. See (RT Vol 2, 2-22 thru 3-9):

"There simply was no other contract. There was no contract at any time proposed, offered, suggested by Spartan Associates and the Humphreys, or proposed to the Humphreys."

EXHIBITS [A3] and [31] clearly evidence: (1) there were other agreements; (2) Respondents committed fraud, and; (3) their counsel, fraud on the court to procure jurisdiction and gain a civil advantage. It is evident by the Trial Court's order for judgment the Court relied on Respondents false testimony and counsels misrepresentations in order to award judgment in their favor.

EXHIBITS [A3] and [31] also evidence Spartan's behavior as the general contractor on the project performing the work which was not refuted by any testimony or evidence presented by Respondents at trial.

EXHIBIT [A4]

[A4] is a pre-lawsuit letter sent from Respondents counsel to Spartan's previous counsel dated July 17, 2014 stating Respondents "position" with regard to the manner in which Spartan and its principal, Adam Bereki managed the project. Again, Respondents later testified at trial they had never entered into any agreement with Spartan, a complete reversal to the purported facts in the letter and their MSJ.

This letter never mentions Glenn Overley. It never mentions an agreement with Adam Bereki and Glenn Overley, or exclusively with Adam Bereki.

Respondents literally went years, including through the entire discovery process without ever mentioning any agreement with Glenn Overley whatsoever. Throughout Mr. Humphreys entire deposition he never mentions Glenn Overley. Subsequent to depositions and the closure of discovery, Respondents then filed their Amended Cross-Complaint (CT Vol 3 744–764) and Motion For Severance (CT Vol 4, 904-905) with the obvious intent of depriving Spartan and Adam of any Right to investigate the new claims they would present evidence of, for the first time at trial.

Mr. Bissell, in his declaration pursuant to the aforementioned Motions also swore to the Court the Severance would not prejudice any party (CT 791, Line 15). He clearly failed to disclose his scheme to commit fraud on the court would most definitely prejudice Adam, the Court, and even his clients.

Understandably these are adversarial proceedings. But Mr. Bissell's behavior in this case is reprehensible and evidences a pattern and practice of fundamental unfairness with clear intent on violating Law and his sworn duty to support our Constitutions to gain a civil advantage. As this very court said in Kim v. Westmoore Partners, Inc., Case No. G044216 (4th Dist., Div. 3 Nov. 29, 2011):

"Our profession is rife with cynicism, awash in incivility. Lawyers and judges of our generation spend a great deal of time lamenting the loss of a golden age when lawyers treated each other with respect and courtesy. It's time to stop talking about the problem and act on it. For decades, our profession has given lip service to civility. All we have gotten from it is tired lips. We have reluctantly concluded lips cannot do the job; teeth are required."

Respondents and their counsel need to be held accountable for their actions. As the US Supreme Court said in Hazel, supra (ARB 7-10), "Truth needs no disguise."

This letter from Respondents counsel corroborates Respondents representations to the Court in their MSJ whereby the undisputed facts were that they had contracted with Spartan (CT 231 entire page and ARB 13-17).

This letter, in conjunction with EXHIBITS [A3], [A4], [31], [38: Notice of termination to Spartan⁸], and their Motion For Summary Judgment evidences Respondents committed fraud when they testified at trial they had never entered into any agreement with Spartan. The fact they sued Spartan's bonding companies and Spartan either evidences they had intent to defraud these entities, or they had in fact, in corroboration with all this evidence, had an agreement with Spartan.

⁸ Adam Bereki and Glenn Overley never received a termination notice.

Respondents counsel also represented to the court at (RT Vol 2, 40–18) that “Spartan did perform some work on the job.”

Respondents, have put themselves in a “check mate” situation resulting from their tangled web of lies designed to extort money and property from Adam Bereki under color of law by fraud and without judicial process.

EXHIBITS [A5–A8] annexed to ARB consist of historical documents of our country provided as a courtesy.

EXHIBIT [A9] is the declaration of Adam Bereki authenticating EXHIBITS [A1–A4 and A10].

EXHIBIT [A10] is a CSLB authenticated copy of the Arbitration Award referenced in AOB wherein the CSLB conducted a “mandatory arbitration” hearing, (1) without notifying Adam Berek; (2) without any statutory authority; or (3) knowing, voluntary, intelligent waiver of Rights to trial by jury or appeal that are NOT disclosed in the “Application” or anywhere else. The Application For Original Contractors License is a self-authenticating public record that can be found online.⁹

None of these documents are hearsay. They are material, relevant, authenticated and trustworthy. This Court may admit them into evidence pursuant to California Rules of Court, rule 8.252(c) and California Code of Civil Procedure section 909. This motion is timely made and the EXHIBITS contain factual statements that evidence Respondents committed fraud and their counsel, fraud on the court, to procure jurisdiction of the Trial Court to gain a civil advantage.

⁹ <http://www.cslb.ca.gov/Resources/FormsAndApplications/ApplicationForOriginalContractorsLicense.pdf>

II. CONSIDERATION OF ADDITIONAL EVIDENCE IS APPROPRIATE

General Principles For Consideration Of Additional Evidence On Appeal

California Rules of Court, rule 8.252(c) provides that "[a] party may move that the reviewing court take evidence." Pursuant to California Code of Civil Procedure, section 909, this Court "may for the purpose of making the factual determinations or for any other purpose in the interests of justice, take additional evidence of or concerning facts occurring at any time prior to the decision of the appeal..." (Cal. Code Civ. Proc. § 909. See also Hasso v. Basso (2007) 148 Cal.App.4th 329, 333 fn. 3 [55 Cal.Rptr.3d 667]; California Packing Corp. v. Transport Indemnity Co. (1969) 275 Cal.App.2d 363, 370 [80 Cal.Rptr. 150].) Moreover, "[t]his section shall be liberally construed..." (Cal. Code Civ. Proc. § 909.) While historically, appellate courts have been reluctant to take evidence because they are not equipped for it, "where the proffered evidence is wholly documentary, this objection is not so great." (Crofoot Lumber, Inc. v. Lewis (1962) 210 Cal.App.2d 678, 681 [27 Cal.Rptr. 443] (Crofoot).)

Respondent Karen Humphreys Statements In The Emails of EXHIBIT [A3] Is An Admission of A Party And Therefore Is Excepted From The Hearsay Rule.:

California Evidence Code section 1220:

Evidence of a statement is not made inadmissible by the hearsay rule when offered against the declarant in an action to which he is a party in either his individual or representative capacity, regardless of whether the statement was made in his individual or representative capacity.

(Cal. Evid. Code § 1220; In addition, "it is well settled that no foundation as to time, place or persons present need be laid before admissions may be introduced." (Borror v. Dept. of Investment, Div. of Real Estate (1971) 15 Cal.App.3d 531, 547 [92 Cal.Rptr. 525].)

C. The Court Should Consider These Exhibits As Additional Evidence On This Appeal

THESE ARE NOT NEW ISSUES.

Adam has done his due diligence to uncover the fraud scheme perpetrated by Respondents and their counsel. The Trial Court record is replete with his pleadings to challenge jurisdiction thereby requiring Respondents to submit the factual sufficiency of their claim (especially one not based on fraud) to the record. Respondents repeatedly ignored Adam and thereby defaulted. They still have not submitted the factual sufficiency of their claim. See CT 1105 dated 6/28/17:

"You will please take further notice of and place a minute entry into said Case file that jurisdiction, as to proper venue, subject matter in personam and in rem, is being challenged; and that presentment of said Demand for Bill of Particulars to Mr. Bissell and Mr. Chaffee, constitute, inter alia, demand upon him for actual production and entry of conclusive evidence of same..."

The Trial Court failed to take action on each of the jurisdictional challenges as well, it's sole duty at that point being a complete examination of the record to ensure all of the jurisdictional elements of Respondents claims had been met with competent sworn testimony. Instead of complying with this mandatory requirement, both Respondents and the court conspired to sanction and thereby bully Adam for "abuse of discovery" in the exercise of his Rights. These sanctions were further ordered by the same Trial Court continuing to act without any jurisdiction.

Observing the obvious bias and prejudice of the Judge acting corum non judice, Adam filed a subsequent Motion to Vacate and to Disqualify the Judge for Cause. Adam also served this Motion on the Presiding Judge. The Trial Court Judge took it upon himself to rule on this Motion (again without any jurisdiction) which was specifically directed at obtaining a Judicial Officer who could properly execute the jurisdictional challenge. The

Trial Court Judge, in his denial of the Motion to Disqualify claimed the challenge demonstrated no legal grounds for disqualification (CT 1511, line 19).

Acting without subject matter jurisdiction as evidenced throughout Adam's repeated challenges most definitely qualifies as substantive legal ground for disqualification. The Judge even recognized a jurisdictional challenge was in fact what Adam had commenced "...claims the court improperly exercised jurisdiction in this case (CT 1511, Line 11).

The Judge further claims at (CT 1511, Line14), that Adam's Motions are untimely. There is no such thing as an untimely challenge to jurisdiction. Nor can Rules of Court or other legislative enactment be used to deny substantive Rights, Miranda v Arizona, supra.

This further evidences this was not a judicial court commensurate with Article 3, Section 2 of the Constitution for the united States, and that the "Judge" himself, acting corum non judice, committed fraud on the court. These allegations are obviously made with the upmost respect for our Judicial system, the Judges and Justices presiding therein. Adam means no disrespect and humbly presents these issues. Sadly, these are however the factual issues here and why there was such a complete breakdown in the system in this case. As this Court said again in Kim v Westmoor, supra.: "It's time to stop talking about the problem and act on it."

The abuses of Law and our Constitution are profound in this case and require remedial action.

This court should also refer also to ARB (7-10) and the discussion surrounding Hazel-Atlas v Hartford, 322 US 238 regarding fraud on the court, the Court's duty to investigate and due diligence concerning evidence and the raising of this issue.

III. CONCLUSION

For the reasons set forth above, this evidence is timely presented and relevant to the arguments on appeal and should be admitted. Therefore, Adam respectfully submits that this Court should, after expiration of opposing counsel's opportunity to respond under California Rules of Court, rule 8.54(a)(3), grant Plaintiffs motion for consideration of the above-referenced EXHIBITS.

DATED: February 23, 2018

Respectfully Submitted,


Appeal No. G055075

In the California Court of Appeal
Fourth Appellate District, Division Three

Adam Bereki
Respondent Below and Appellant

v

Karen and Gary Humphreys
Petitioners Below and Respondents

Appeal from the Superior Court, County of Orange
Case No. 30-2015-00805807
Hon. David Chaffee

[PROPOSED] ORDER GRANTING NEW EVIDENCE

Adam Bereki
In Propria Persona
818 Spirit
Costa Mesa, California
949.241.6693
abereki@gmail.com

**[PROPOSED] ORDER GRANTING ADAM BEREKI'S MOTION
FOR CONSIDERATION OF NEW EVIDENCE**

Based on Adam Bereki's Motion For Consideration of New Evidence, this Court, and for good cause appearing for the entry thereof, IT IS HEREBY ORDERED that the Court will admit the following EXHIBITS:

EXHIBIT [A1]: Suretec Insurance Invoice For Services

EXHIBIT [A2]: Declaration of Glenn Overlay

EXHIBIT [A3]: Email Agreements Between Spartan and Respondent Karen Humphreys

EXHIBIT [A4]: Letter From William Bissell to Alexander Gelman

EXHIBIT [A9]: Declaration of Adam Bereki

EXHIBIT [A10]: Arbitration Award and Declaration by Holly Young, Contractors State License Board.

IT IS SO ORDERED.

DATE: _____

By: _____

Respectfully Submitted By:


Adam Bereki

EXHIBIT A1



SureTec Insurance Company • SureTec Indemnity Company
P.O. Box 5008 • Woodland Hills, CA 91365 • (888) 433-8592

October 9, 2017

Adam Bereki
The Spartan Associates Inc
818 Spirit
Costa Mesa CA 92626

VIA Mail & Email: abereki@gmail.com

Re:	Principal:	The Spartan Associates Inc
	License No.:	927244
	Bond No.:	204770 – SureTec Insurance Company
	Claimant:	Gary Humphreys

Dear Adam Bereki:

Please find attached an invoice for our claim handling fees (\$692.50) and attorney fees (\$280.00) for the above referenced claim totaling \$972.50. Please understand that pursuant to the indemnity agreement that you executed with SureTec, you are responsible for holding SureTec harmless. As such, you are responsible not only for losses from the bond, but also all expenses and claims handling fees that we incur. Please refer to the attached indemnity agreement.

If you wish to pay by way of credit or debit card, please provide the information requested on the attached credit card authorization form and return to our office. If you have special circumstances and wish to make a proposal for repayment, we will consider it. Please contact me if you wish to discuss a payment plan.

If we do not hear from you within the next 15 days, this debt may be turned over to a collection agency or attorney for further action. We would prefer not to do that if it can be avoided.

We look forward to receipt of your immediate payment to our office. Please reference the file and invoices numbers on all payments to our office. Please feel free to contact us with any questions/concerns.

Regards,

Nicole Wood
Claims Examiner

Markel Surety
SureTec Insurance Company/SureTec Indemnity Company
Claims Department
P.O. Box 5008
Woodland Hills, CA 91365
Telephone: (818) 867-6900
Direct: (818) 867-6911
Fax: (818) 867-6950
www.suretec.com
www.markelcorp.com

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DOI License # 0G80249
9848 Business Park Drive, Suite H
Sacramento, CA 95827-8238
Phone: (916) 363-2663 or (800) 432-2641
FAX: (916) 363-2662 • renewals@ccisbonds.com
www.ccisbonds.com

License Bond Application

Bond Amount:	\$12,500	Obligee:	Contractors State License Board
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Principal Information

Company Name:	SPARTAN ASSOCIATES INC THE	Individual Indemnitor:	ADAM BEREKI
Entity Type:	Corporation	Phone:	(949) 241-6693
License Number:	927244	Email:	abereki@gmail.com
Street Address:	818 SPIRIT	City / State / Zip:	COSTA MESA, CA 92626

Indemnity Agreement

I the undersigned, hereby declare that the statements herein are true and correct. I hereby apply to the issuing Surety Company ("SURETY") for a Contractors License Bond ("bond"). I agree individually and as the owner or officer of the bonded entity to fully indemnify and hold SURETY harmless from and against any and all claims, demands or legal expense which arise by reason of the execution of any bond issued pursuant to this application. I understand the bond is a credit relationship and hereby authorize SURETY and/or its authorized agents, to gather such credit, employment and DMV records considered necessary and appropriate for purposes of evaluating whether and at what premium rate such credit should be granted or continued. Following my approval to issue the bond, I agree to pay advanced premium as quoted for the first year or a fractional part thereof that is fully earned and annually thereafter as billed for suretyship. I understand cancellation fees may be applied to return premiums and additional fees may be required for reinstatement. I agree that performance and any form of dispute resolution of this agreement shall take place in the county of SURETY's office of service. This agreement shall survive any changes in, substitute to or renewal of the bond. This Agreement may signed electronically, evidenced by entering my Social Security Number below and checking the box next to "I Agree", and shall have the same force and effect as if manually signed in an original document.

Signature

Check, I agree to the terms above
[Indemnitor SSN: XXX-XX-4758]
[IP Address: 99.160.161.130]

Date Submitted: October 02, 2012 02:23 PM

California Contractors Insurance Services, Inc. • P.O. Box 278238, Sacramento CA 95827 • (800) 432-2641

A1-2

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2-16-18

EXHIBIT A2

DECLARATION
OF
GLENN OVERLEY

I, Glenn Overley declare:

I am over the age of eighteen, I have personal knowledge of the matters set forth in this declaration and if called upon to testify, I could and would competently testify to the following:

In April of 2012 Adam Bereki, on behalf of Spartan Construction, contacted me to help with a remodel project located at the upstairs bay facing unit of 436 Via Lido Nord, Newport Beach, California.

I had worked for Spartan on a previous project it completed at Humphreys & Associates, Inc. corporate office in Irvine, California for Chris Humphreys.

Adam informed me, that Spartan was starting a new project on Via Lido Nord for Chris' father and mother-in-law, Gary and Karen Humphreys. As I recall, Adam was friends with Chris Humphreys and Gary's Brother, Dave Humphreys.

The agreement Spartan and I had for the performance of my services (labor/tools) on the office project and continuing forward to the Lido project was \$75 an hour or \$500 per day.

I have never met Karen Humphreys nor had any communication with her whatsoever.

I vaguely recall meeting Gary Humphreys one time, on the Lido project. It was a brief encounter and my only contact with him as I recall. During this brief encounter, I did not have any conversations about contractual or project related matters with him.

I have never entered into any agreement or contract with Karen or Gary Humphreys for any remodel or construction work.

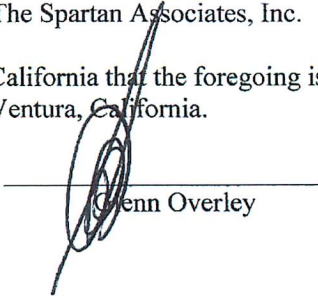
I left the Lido project after approximately one month to pursue my other interests.

It was my understanding throughout all of the work I completed on the Humphreys projects that I worked for Spartan. As far as payment for service rendered, Adam occasionally paid me from a checking account in his name when he said corporate funds were tight or that he didn't have his corporate checkbook.

I have never received any correspondence including a notice of termination or otherwise from Karen or Gary Humphreys.

As a former Police Officer, both Adam and I commonly referred to each other as "partners". We were never business partners, nor was I a shareholder or an officer of The Spartan Associates, Inc.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of February, 2018 at San Buena Ventura, California.


Glenn Overley

A2-1

023
2-16-18

EXHIBIT A3



Adam Bereki <abereki@gmail.com>

(no subject)**Adam Bereki** <abereki@gmail.com>

Mon, Aug 5, 2013 at 12:07 PM

To: Karen Humphreys <kmoehumphreys@yahoo.com>, "GHconsult@aol.com" <GHconsult@aol.com>, Kevin Thornton <kevathornton1@gmail.com>, BRYAN LEFEBER <bryanlefeber@icloud.com>

Bcc: Chris Humphreys <chris.humphreys@humphreys-assoc.com>

Karen, Gary, and Kevin:

Attached please find the first draft of the Exterior Finishes. We had a meeting with Hubie and Linda last wednesday and got their input. Included in the presentation are their comments in red.

A couple of notes:

- 1) On pages 1 and 2- you'll find two details for the front of the house. They include building out a portion of the wall above the garage door(s) about 8" to give the front some depth. The bedroom(s) involved stay the same size. The windows stay in the same location. However, the front just extends out. Page 1 shows the extension mid way above the 2 car garage to align with centerline of the roof above. Page 2 shows it lining up with the end of the 2 car garage. Personally, I'm not sure about either being the best (yet). My thoughts at this point are to now make it extend across the whole front of the house. This would give the windows a recessed look of 8" and provide an 8" overhang above the garage doors. The house is not symmetrical which makes adding architectural details a bit difficult since nothing lines up. (Please remember the entry side of the house has about a 1' overhang as well- you can see this on both page 1 and 2.
- 2) Page 2 has a color scheme. these obviously don't have to be the colors, but we were fooling around with a variable color scheme to also help with the depth. Linda wanted the same color for the whole house.
- 3) The Lights on Page 6- The Hinkley light would go (one on each side) of the deck for mood lighting. The two progress lights are just different sizes of the same light. These would go on the front of the house on the sides of the garage door (as indicated on page 2) as well as the residence entries.
- 4) On page 8 you'll find a glass entry door. This is my recommendation for you unit. I am working on pricing. Please let me know your thoughts- obviously if I need to go a different direction. If you don't decide on this door and go with another, the hardware will match the rest of the residence.

Please be specific about your choices/recommendations etc...

Thanks,

Adam

PS, I agree with everything Hubie and Linda mentioned from a design perspective. My only variance would be the multiple color scheme to give the house some added character/visual appeal..

Also the color schemes involved don't closely resemble either neighbor so that won't be an issue.

Hubie and Linda were not "set" on anything and really are deferring to you for the final call.

A3-1

025



LIDO EXTERIOR TAKE 1-2.pdf
6154K

[Handwritten signature]
1-16-18

A3-2

026



Adam Bereki <abereki@gmail.com>

Exterior design approval

Karen Moe Humphreys <kmoehumphreys@yahoo.com>

Mon, Aug 5, 2013 at 2:07 PM

To: Adam Bereki <abereki@gmail.com>

Thanks for adding the room measurements. Interesting to see that the master isn't bigger.

We approve of all of the selections for the exterior that Hubie and Linda made from your suggestions. One color grey paint with chocolate or rubbed oil bronze accents is good by me.

On Aug 5, 2013, at 1:38 PM, Adam Bereki <abereki@gmail.com> wrote:

Karen, please see attached... this should help in the meantime for a visual representation

Yes Bry- Perfect, thank you.

----- Forwarded message -----

From: **BRYAN LEFEBER** <bryanlefeber@icloud.com>

Date: Mon, Aug 5, 2013 at 1:05 PM

Subject: Fwd: Bedroom Floorplans .pdf

To: Adam Bereki <abereki@gmail.com>

Does this help you explain bedroom size and floorplans to her better? Just a thought!

Bryan Lefebber

702.856.9783

Begin forwarded message:

From: BRYAN LEFEBER <bryanlefeber@icloud.com>

Date: August 05, 2013 1:05:13 PM

To: BRYAN LEFEBER <bryanlefeber@icloud.com>

Subject: Bedroom Floorplans .pdf

Sent from my iPad

<Bedroom Floorplans .pdf>

A3-3

027

[Handwritten signature]



Adam Bereki <abereki@gmail.com>

Bedrooms Presentation

Adam Bereki <abereki@gmail.com>

Thu, Aug 8, 2013 at 10:47 AM

To: BRYAN LEFEBER <bryanlefeber@icloud.com>, Karen Humphreys <kmoehumphreys@yahoo.com>, "GHconsult@aol.com" <GHconsult@aol.com>, Kevin Thornton <kevathornton1@gmail.com>
Bcc: Chris Humphreys <chris.humphreys@humphreys-assoc.com>

Karen-

Below, please find some notes from Bryan ref the attached bedroom presentation.

Do you have an idea on what time you'd like to meet on the 16th?

Bryan and Karen-

Bryan, I know you shared that finding the trundle bed was a difficult search. I think we need to keep looking or have this be a custom built item. Because I can't look and touch it, I can't see how it's constructed but I am nearly certain it's a piece of shit given the pricing. It will likely fall apart in no time. So, unless Karen says otherwise, we need to find another solution.

Adam

[Quoted text hidden]

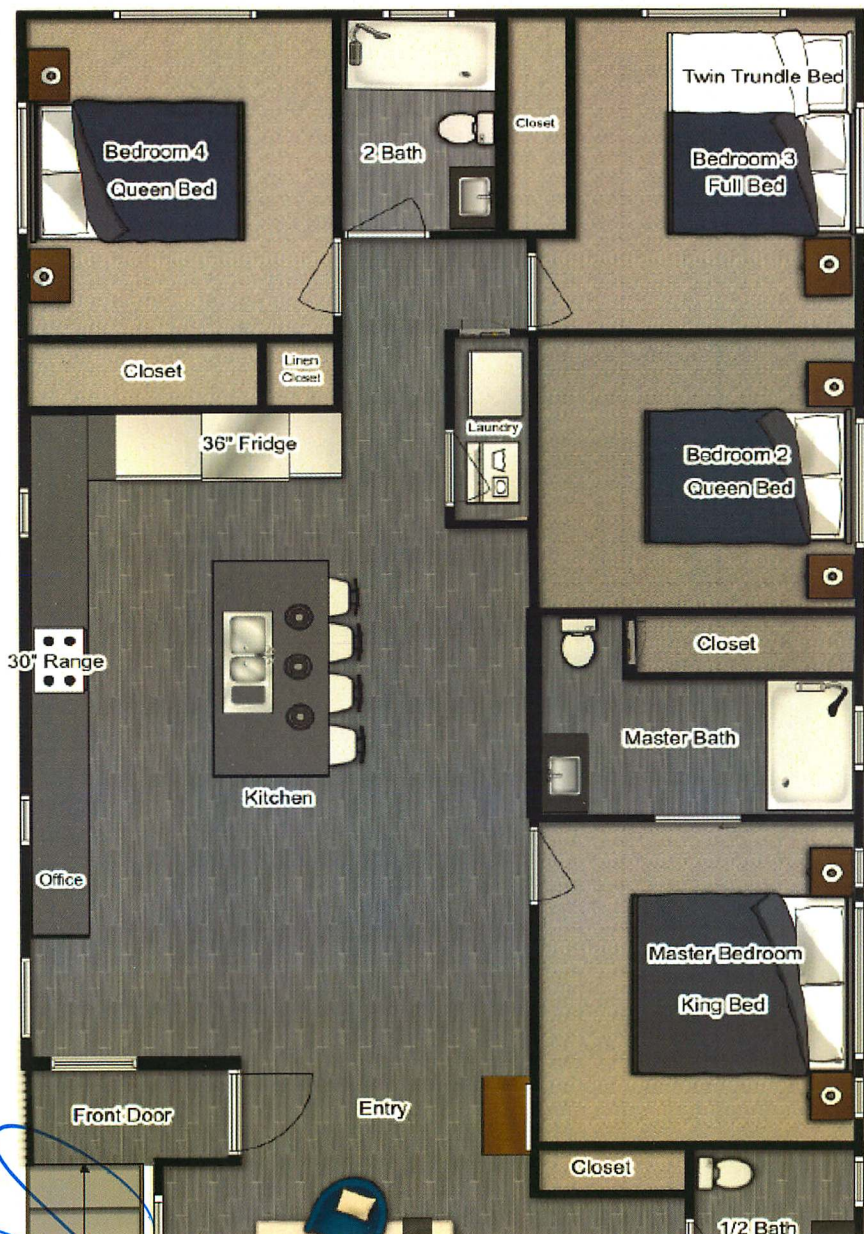
 **LIDOBEDROOMS1.pdf**
3503K

A3-4



SPARTAN
CONSTRUCTION

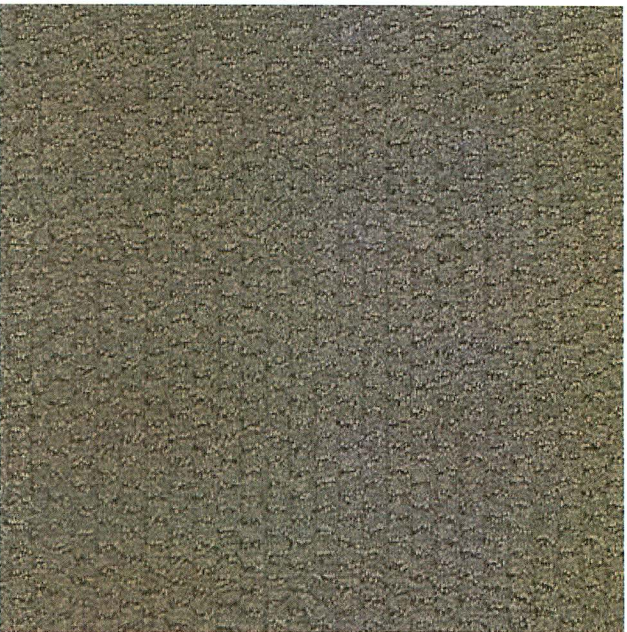
ENGINEERING • DESIGN • FABRICATION



Master Bedroom - King Bed - Two Side Tables
Bedroom 2 - Queen Bed - Two Side Tables
Bedroom 3 - Full Bed - Twin Trundle - One Side Table
Bedroom 4 - Queen Bed - Two Side Tables

Bedrooms Basic Layout

Bedroom Options
436 Via Lido
8/8/13



Bedroom Carpet

Home Decorators Collection

Maresfield Shale - THS

The Home Depot

\$3.24 Sq Ft

This carpet passes the CRI Green Label Plus certification program. Maresfield has the added feature of Beaulieu's exclusive Magic Fresh, an odor-reducing carpet treatment.

- 100% PET Filament Polyester precision cut-uncut carpet
- Lifetime limited stain resistance warranty; 15-year limited wear warranty;
 - 7-year limited texture retention warranty
 - Protected by Scotchgard advance repel technology
- Manufactured from continuous fibers to help minimize shedding

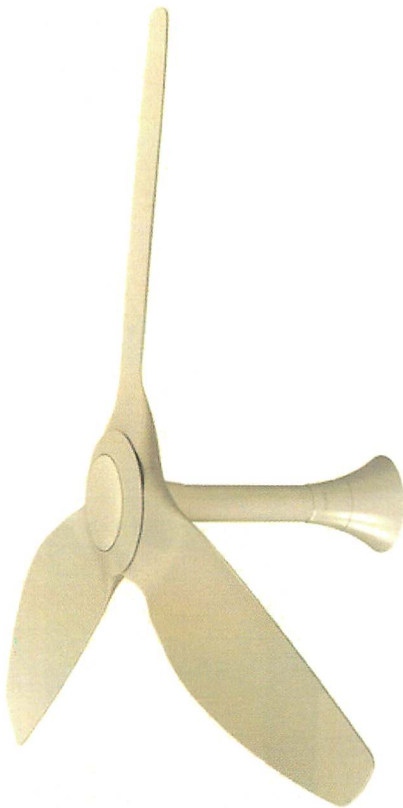
SPARTAN
CONSTRUCTION

ENGINEERING • DESIGN • FABRICATION

Carpet in Bedrooms

Bedroom Options
436 Via Lido
8/8/13

A3-7



Haiku Fan
White With Light Option
Big Ass Fans - Haiku Fans
\$920.00

SPARTAN
CONSTRUCTION

ENGINEERING • DESIGN • FABRICATION

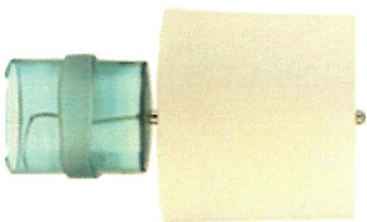
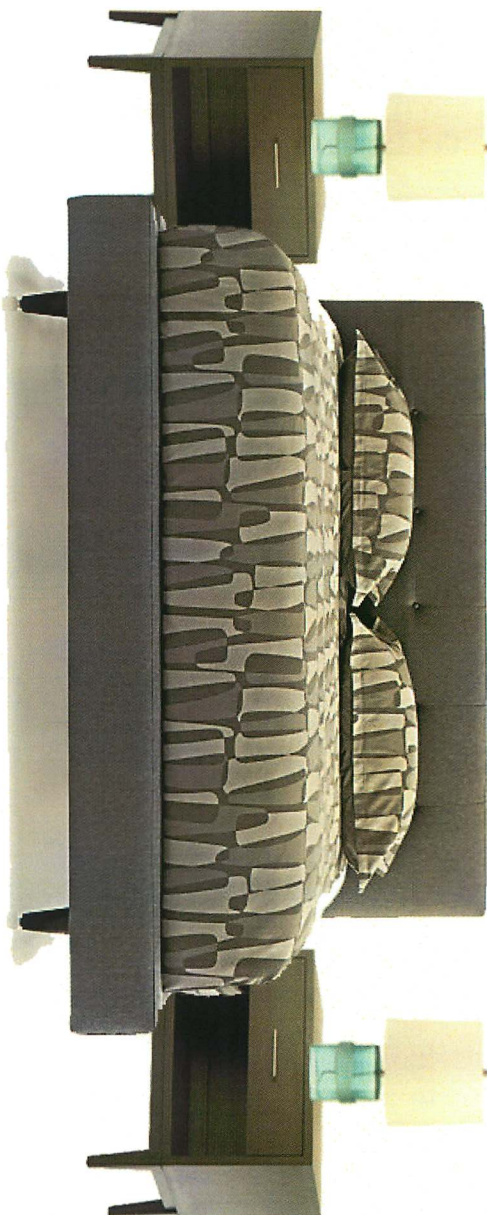
Bedroom Fans

Bedroom Options
436 Via Lido
8/8/13

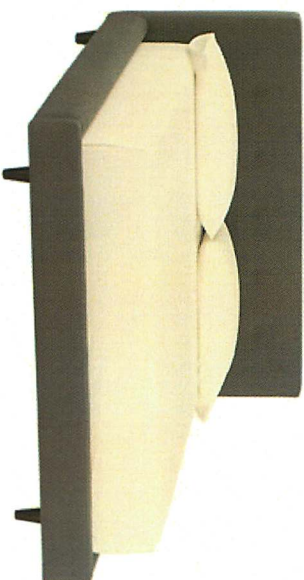
0384



A3-8



Esta Table Lamp
Crate and Barrel
\$249.00 each (2)



Tate King Size Bed
83"Wx90.25"Dx38"H
Upholstered in Charcoal
Crate and Barrel
\$1,599.00



Narrow - Leg End Table
22" x 18"
Chocolate
West Elm
\$299.00 each (2)

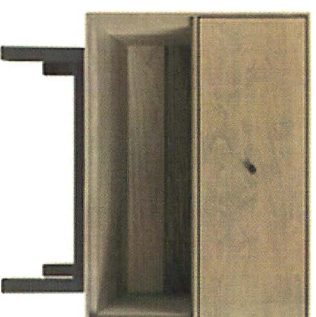
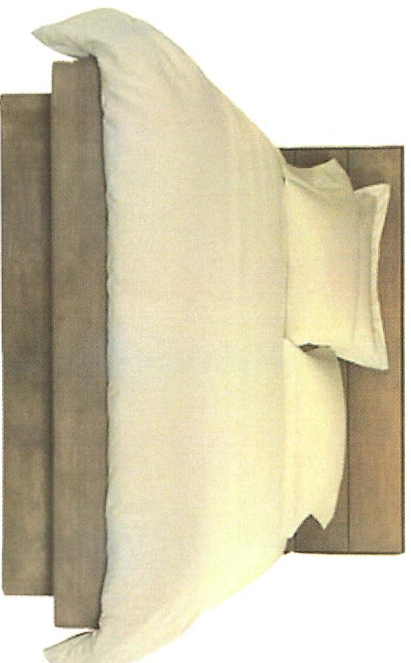
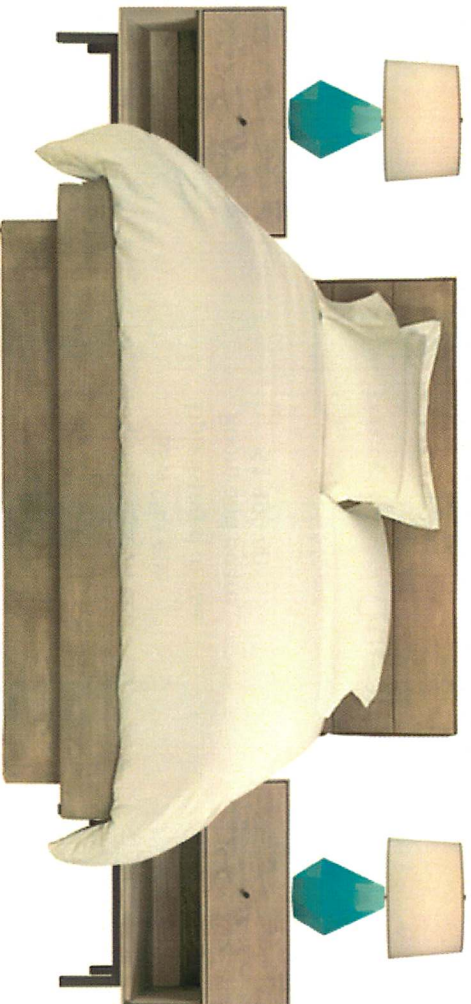
SPARTAN CONSTRUCTION

ENGINEERING • DESIGN • FABRICATION

Master Bedroom

Bedroom Options
436 Via Lido
8/8/13

2-17-18



Robert Abbey Delta Egg Blue

Lamps Plus

\$166.91 each (2)

Hudson Queen Bed

63w 85d 42h

Solid Maple with Shell Stain

Room and Board

\$1,299.00

Hudson One Drawer Nightstand

20" sq

Solid Maple with Shell Stain

Natural Steel Base and Pull

Room and Board

\$499.00 each (2)

SPARTAN
CONSTRUCTION

ENGINEERING • DESIGN • FABRICATION

Queen Bedroom Option #1

Bedroom Options

436 Via Lido

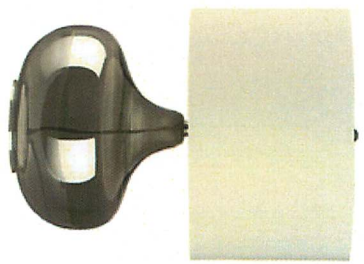
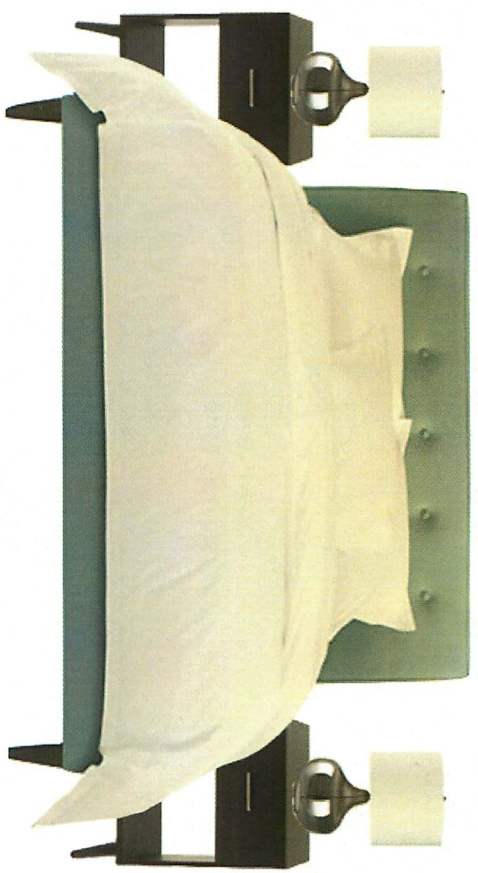
8/8/13



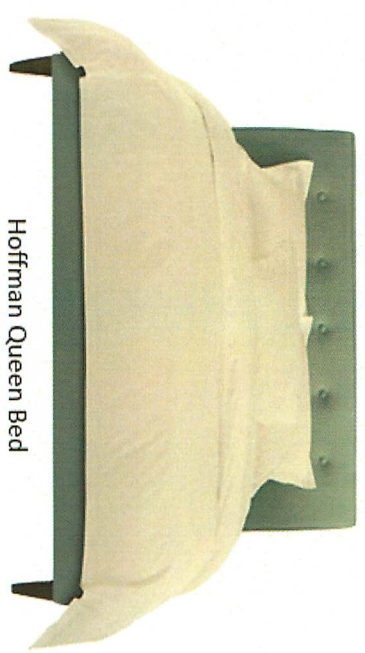
2128

13-9

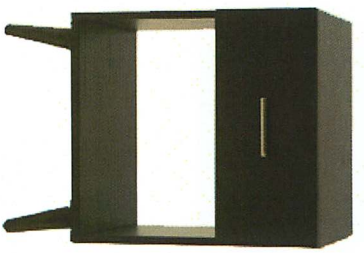
43-10



Liza Table Lamp
Crate and Barrel
\$149.00 each (2)



Hoffman Queen Bed
68w 94d 40h
Upholstered in Spa
Room and Board
\$1,399.00



Adams Nightstand
18" x 16"
Chocolate and Brushed Nickel
West Elm
\$149.00 each (2)

SPARTAN CONSTRUCTION

ENGINEERING • DESIGN • FABRICATION

Queen Bedroom Option #2

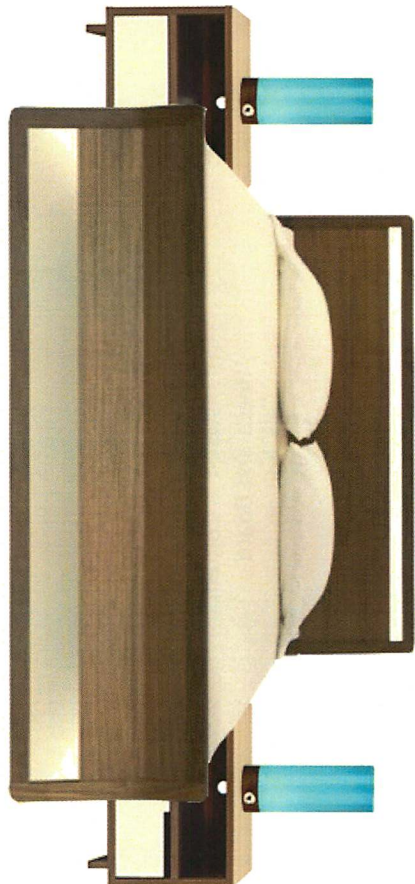
Bedroom Options
436 Via Lido
8/8/13

2-17-18

A3-11



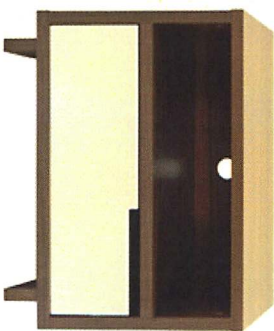
Large Capri Torchiera Lamp
Jonathan Adler
\$195.00 each (2)



Woodrow Queen Bed
89" L x 65" L x 35.5" T
Walnut
Bludot
\$1,599.00



Modu-licious Bedside Table
24" x 18"
Walnut With White Drawer
Bludot
\$499.00 each (2)



SPARTAN
CONSTRUCTION

ENGINEERING • DESIGN • FABRICATION

Queen Bedroom Option #3

Bedroom Options
436 Via Lido
8/8/13

2-17-11

A3-12



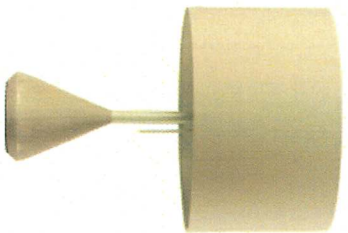
SPARTAN CONSTRUCTION

ENGINEERING • DESIGN • FABRICATION

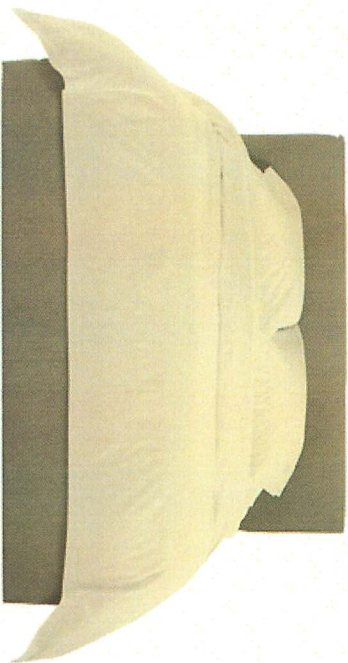
Queen Bedroom Option #4

Bedroom Options
436 Via Lido
8/8/13

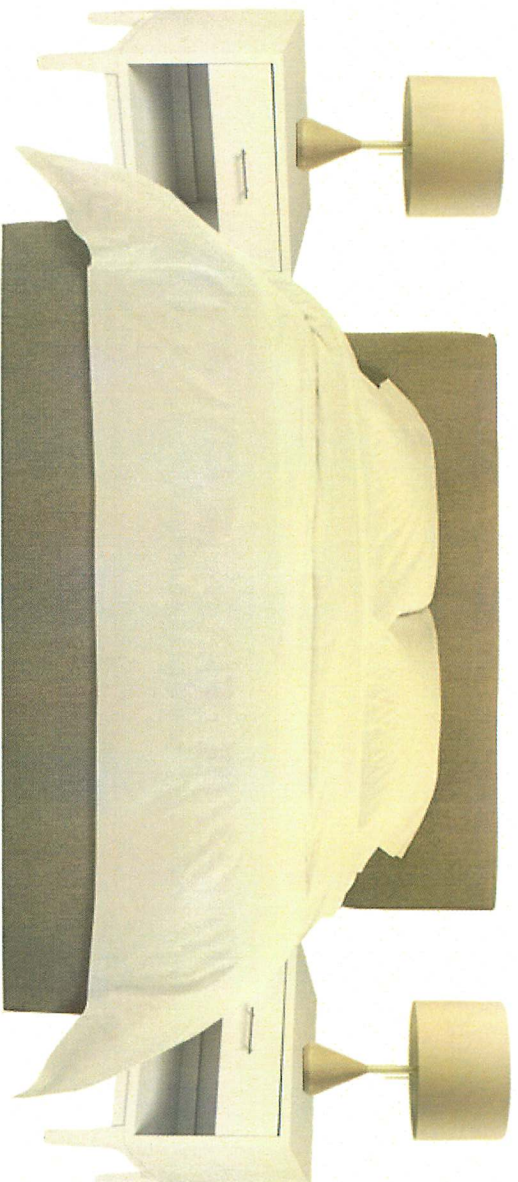
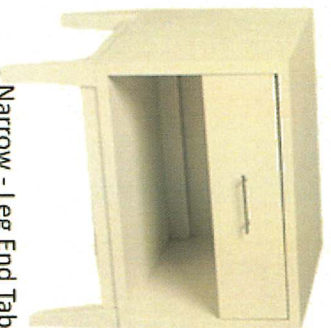
Flask Table Lamp
Blu Dot
\$299.00 each (2)



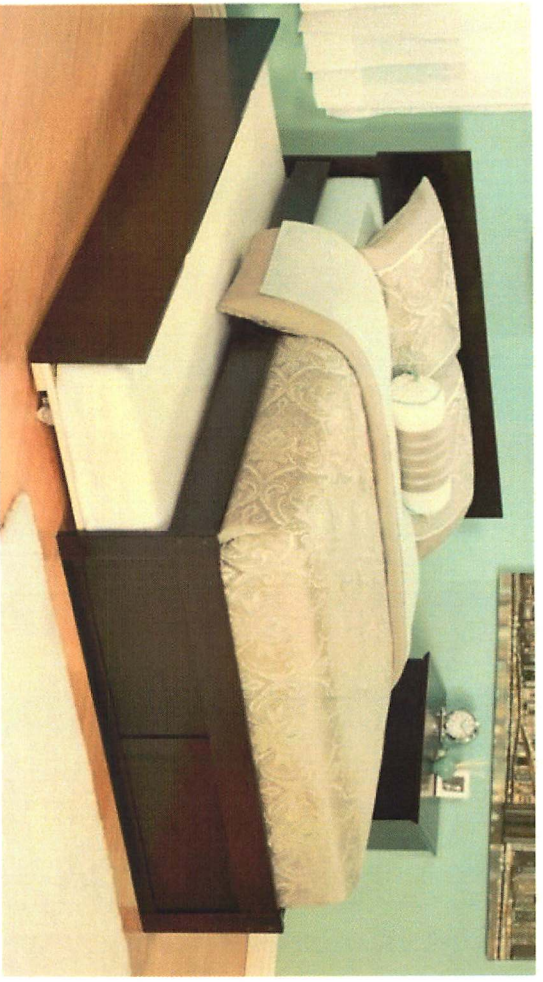
Wyatt Queen Bed
67" Wide x 88" Deep x 36" Tall
Upholstered in Cement
Room and Board
\$1,299.00



Narrow - Leg End Table
22" x 18"
White
West Elm
\$299.00 each (2)



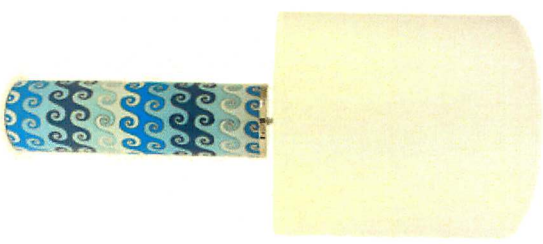
A3-13



Orlando Full Size Platform Bed With Twin Trundle
33.5" H x 57.75" W x 76.88" D
Espresso Finish
Atlantic Furniture
\$510.30



Dash Nightstand
26" x 18"
espresso finish
Crate and Barrel
\$499.00



Large Carnaby Waves Lamp
Jonathan Adler
\$177.00

2017-18



SPARTAN
CONSTRUCTION

ENGINEERING • DESIGN • FABRICATION

Bedroom #3 Trundle Bed

Bedroom Options
436 Via Lido
8/8/13



Adam Bereki <abereki@gmail.com>

Bedroom selections

Karen Moe Humphreys <kmoehumphreys@yahoo.com>
To: BRYAN LEFEBER <bryanlefeber@icloud.com>
Cc: Adam Bereki <abereki@gmail.com>, ghconsult@aol.com

Thu, Aug 22, 2013 at 4:32 PM

Bryan and Adam - I have reviewed your recommendations and approved some and made some recs of my own, all from West Elm.

The ceiling fan/lamps look great. Good find!

The king headboard selection is great but we want a CAL King. Ink blue
I am suggesting for this room the Boerum - café tables \$299. 20x18x24.

The queen headboards are great.
I suggest for the smaller room the Niche nightstands in chocolate, \$299, 18x16x25.
And for the other queen room, the narrow-leg end tables, white or chocolate, \$299, 22x18x24.

I like the twin headboards you selected. I suggest for this room one Emerson nightstand, \$349, 22x15x25.

Thanks,
Karen

Begin forwarded message:

From: Adam Bereki <abereki@gmail.com>
Date: August 22, 2013 3:05:29 PM PDT
To: Karen Humphreys <kmoehumphreys@yahoo.com>, "GHconsult@aol.com" <GHconsult@aol.com>
Subject: Fwd: bedrooms

Karen and Gary-

Please see the notes and attached presentation from Bryan.

----- Forwarded message -----

From: BRYAN LEFEBER <bryanlefeber@icloud.com>
Date: Wed, Aug 21, 2013 at 3:23 PM
Subject: bedrooms
To: Adam Bereki <abereki@gmail.com>

The notes I took about bedrooms on our walkthrough was the following:

- They want Lamps Plus Grade Ceiling Fans.
- They want to do Headboards and Frames for Beds only.
- They want Two Twin Beds in Bedroom 3.
- They will purchase their own lamps and accessories and window coverings.
- Hubie has a friend for mattress deals.

AB-14

038
2/17/18

EXHIBIT A4

WILLIAM G. BISSELL
ATTORNEY AT LAW
14 CORPORATE PLAZA DRIVE, SUITE 120
NEWPORT BEACH, CALIFORNIA 92660
TELEPHONE: (949) 719-1159
TELEFAX: (949) 719-1158

July 17, 2014

Alexander Gelman Esq.
30021 Tomas, Suite 300
Rancho Santa Margarita, CA 92688

Via U.S. Mail and Email
Alex@GelmanLawGroup.com

Re: Gary & Karen Humphreys / Spartan Development

Dear Mr. Gelman :

This office represents Mr. and Mrs. Humphreys in connection with the dispute pending between the Humphreys and your client Spartan Development concerning Spartan's activities on the project consisting of the remodel of the Humphreys/Laugharn residence at 436 Via Lido Nord in Newport Beach (the Project). You have stated in your correspondence to the Humphreys that their remains the approximate sum of \$88,000 owed to Spartan for the work performed by Spartan on the Project. The Humphreys dispute this.

It is the Humphreys' position that the patently negligent and fraudulent manner in which Spartan and its principal Mr. Bereki managed the project has resulted in the Humphreys incurring damages in an amount that, while continuing to grow, is presently believed to be in excess of \$230,000.00

A small but representative sampling of the actions and omissions of Spartan and Mr. Bereki which have caused damage to the Humphreys are:

Fraudulently diverting and misapplying for personal purposes, funds represented to be required for payment of construction costs- General fraud and violation of B&P Code §7108. Some specific examples of this are, obtaining funds from the Humphreys ostensibly for legitimate construction costs and using the funds to pay for personal expenses such as accounting services, contractors license registration costs, parking tickets, gasoline for personal vehicles, purchases of tool and equipment, vehicle leases, vehicle maintenance and repair etc.

Shoddy and non-code compliant work amounting to a wholesale departure from and failure to adhere to the accepted standards of the construction industry - General negligence and violation of B&P Code §7109 & 7110. Examples include building code violations resulting in the red tagging of the project by the City, failure to correct cited violations, purchasing (at Humphreys expense) non-compliant materials etc.

A4-1

040

7-16-14

Alexander Gelman Esq.
July 17, 2014
Page 2

Failure to comply in any respect with the statutory requirements for a home improvement contract - Fraud, general negligence and violation of B&P Code §7159. Examples include not providing Humphreys with a written agreement which then follows that Humphreys were not provided with any of the notifications and/or warnings required to be given an owner, nor were the Humphreys provided with a completion or approximate completion date in writing. Further, Spartan/Bereki billed the Humphreys for work in advance of the performance of the work and failed to furnish the Humphreys with mechanics lien releases from the suppliers, subs and laborers.

Failure to prosecute the work diligently - General negligence, fraud and violation of B&P Code §7119. Examples include failing after nearly a year and a half to come even close to completing a project that Spartan/Bereki represented would take between 6 to 8 weeks. Supervising a work crew that was observed smoking marijuana and playing video games on personal electronic devices during working hours at the job site.

Extremely well qualified construction experts, retained by myself in contemplation of litigation, inspected the project as it existed at the time Spartan/Bereki was terminated and found that the value of the construction in place at that time applying accepted standards of the industry did not even approach the \$758,000.00 which had been paid by the Humphreys.

While the Humphreys had planned to complete the project and assess their total losses before bringing suit against Spartan/Bereki for breach of contract, fraud, negligence, recovery against contractors license bond and for revocation or suspension of license (B&P Code §7106), the filing by Spartan/Bereki's of their complaint will necessarily accelerate that action.

Lastly, with regard to the proposed inclusion of the Laugharns in the lawsuit, your complaint alleges no act or omission on their part which would give rise to liability on any stated cause of action. Please be aware that inclusion of the Laugharns on the basis of nothing more than a meritless boiler plate agency allegation will be grounds for a malicious prosecution action at the conclusion of this matter.

Sincerely,
William
Bissell

William G. Bissell

Digitally signed by William Bissell
DN: cn=William Bissell, o=ou,
email=wibissell@wgb-law.com,
c=US
Date: 2014.07.17 15:00:54 -0700

cc Client

A4-2

0491 7-16-18

EXHIBIT A9

DECLARATION OF ADAM BEREKI

I, Adam Bereki declare:

I am over the age of eighteen, I have personal knowledge of the matters set forth in this declaration and if called upon to testify, I could and would competently testify to the following:

1. EXHIBIT [A1] A1-1 is a true and correct copy of an invoice I received from Suretec Insurance Company at the postal service address for 818 Spirit Costa Mesa, California on or about October 12, 2017. A1-2 was included in the envelope and appears to be a true and correct copy of an indemnity agreement I entered into with Suretec Insurance Company pursuant to it's issuance of a bond in the amount of \$12,500 for The Spartan Associates, Inc.
2. EXHIBIT [A2]: A2-1 is a true and correct copy of Glenn Overley's declaration emailed to me on or about February 14, 2018.
3. EXHIBIT [A3]: A3-1 thru A3-14 are true and correct copies of emails between Karen and Gary Humphreys (and others) and I on behalf of The Spartan Associates, Inc. pertaining to Interior and Exterior Design aspects of their project referenced in EXHIBIT [31] and the building plans for their project obtained by Spartan. These documents were produced by me or under my supervision as Spartan's Responsible Managing Officer during the normal course of Spartan's business.
4. EXHIBIT [A4] Is a true and correct copy of a letter forwarded to me by Spartan's previous counsel, Alexander Gelman from Respondents counsel dated July 17,2014.
5. The email address used in EXHIBIT [A3], abereki@gmail.com is the primary email address used by Spartan. While Spartan does in fact have a separate email address, it is rarely used. I have found it most effective and clear to have communication united from a single email and chose the abereki address to do so. This choice was in no way my intent to infer any sort of personal contractual agreement with Respondents. This email address is simply a vessel of communication. See also EXHIBIT [39] whereupon previous contracts with Humphreys family members or their businesses, this abereki email was used.
6. EXHIBIT [A10] Contains printed images of authenticated documents I received at the postal service address for 818 Spirit, Costa Mesa, California on or about August 20, 2017.10-1 is the CSLB authentication. 10-2 is the arbitration award in case AS2014-087 upon which a "Mandatory Arbitration" proceeding was conducted without notifying me and without any known statutory authority or waiver of my Rights. 10-3 is a form apparently generated by the CSLB stating "The Contractor Did Not Return a Submission to Mandatory Arbitration". This was because I never received notification of any proceedings, nor again have I ever knowingly, voluntary,or intelligently waived any Rights to Trial by Jury or Appeal.10-4 Exhibits a letter I sent the CSLB on or about 1/14/16 informing the CSLB of their failure to notify me of the proceedings and void nature of the award. 10-5 is the letter I received from the Chief of Enforcement Division

who indicated the award remained in effect and could reapply in approximately 1.5 years thereby denying my "right" to gainful employment without due process of law. I believe these documents evidence that an "Application For Original Contractors License" is an unconscionable contract of adhesion.

7. I accept the Oaths of Office to support and defend the Constitution of the the united States of America and the Constitution of the State of California made by each Justice in of this appellate court, David Chaffee, and William Bissell.
8. I have not made any knowing, voluntary, or intelligent waiver of inalienable Rights as bestowed upon me by my Creator and as recognized by The Declaration of Independence 1776.

I declare under penalty of perjury of the under the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of February, 2018 at Costa Mesa, California.



Adam Bereki

EXHIBIT A10

CONTRACTORS STATE LICENSE BOARD

www.cslb.ca.gov

STATE OF CALIFORNIA
Governor Edmund G. Brown Jr.



SACRAMENTO CASE MANAGEMENT
9821 BUSINESS PARK DRIVE
P O BOX 26888
SACRAMENTO, CA 95826
(916)255-4632

DATE: December 29, 2014

CSLB ARB CASE NO:
A S 2014 87

LICENSE NO: 944018

HANDYMAN CONNECTION OF SAN DIEGO * BLACKROCK
GENERAL INC
7343 RONSON RD STE H
SAN DIEGO, CA 92111

**NOTICE OF AUTOMATIC SUSPENSION OF
LICENSING BY OPERATION OF LAW**
(Business and Professions Code Section 7085.6)

The noted arbitration matter has become a final order of the Registrar and you have failed to comply with the provisions of the award as ordered.



CONTRACTORS STATE LICENSE BOARD

9821 Business Park Drive, Sacramento, California 95827
Mailing Address: P.O. Box 26000, Sacramento, CA 95826
800.321.CSLB (2752) | www.cslb.ca.gov | CheckTheLicenseFirst.com

STATE OF CALIFORNIA

Governor Edmund G. Brown Jr.

Certification of Copies

I HEREBY CERTIFY that I am duly authorized by the Registrar of Contractors, the officer in charge of the records of the Contractors State License Board, to certify to copies of documents on file in the office of said Board; and that the attached documents were prepared by and in this office from the records on file, and are true and correct copies of the original documents or copies on file in the records of said Board.

Business Name: BLACKROCK GENERAL INC DBA HANDYMAN CONNECTION
OF SAN DIEGO

Arbitration Number: AS-2014-87

Pages: 8

WITNESS MY HAND and seal of said Board, this 16th day of August, 2017, at Sacramento, California.

By: Holly Young
Holly Young, Custodian of Records

ALT
13L-28/0517



Arbitration Award
Contractors State License Board Arbitration Program

CSLB Case Number: AS2014-087

Jamie Handrick, Esq.
Tamberly Homeowners Association
8220 University Ave., Suite 100
La Mesa, CA 91942

Adam Alan Bereki
Blackrock General, Inc.,
dba Handyman Connection San Diego
7343 Ronson Rd., Suite H
San Diego, CA 92111
License #: 944018

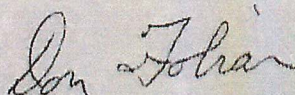
TO THE ABOVE PARTIES AT INTEREST, IN THE MATTER OF CSLB CASE NO: AS2014-087
The undersigned Arbitrator, in accordance with California Business and Professions Code §7085, has investigated and considered all the material facts and available information pertaining to this case and has decided upon a final and binding Arbitration Award as described below.

DECISION	REMEDY
Respondent shall reimburse Complainant the costs paid to correct balcony/deck repair. The repair performed by Respondent did not meet the minimum workmanship standards of the industry resulting in safety issues. Remedy includes cost of permit never obtained by Respondent.	\$ 7,943.46
Complainant's claim for refund of the amount paid to Respondent is denied.	\$ 0.00
TOTAL:	\$ 7,943.46

☒ Respondent shall pay the Complainant the Sum of **\$7,943.46**.

THIS ARBITRATION AWARD SHALL BE VALID AND BINDING UPON ALL PARTIES CONCERNED.
PARTIES SHALL HAVE THIRTY (30) DAYS FROM DATE OF THIS AWARD TO SATISFY REMEDIES.

SIGNED:


ARBITRATOR Fobian, Don

DATE: 11/21/2014

927244 - Associated
entity-

WWW.AMCCENTER.COM
(800) 645-4874

3055 Wilshire Blvd., Suite 510
Los Angeles, CA 90010
(213) 487-8660 Fax: (415) 946-3465

**THE CONTRACTOR
DID NOT
RETURN A
“SUBMISSION TO
MANDATORY
ARBITRATION”**



ARBIT. NO AS 2014 8
LIC 927244

To Whom It May Concern:

I just received the attached letter of license revocation dated 1/14/16.

I have sent multiple letters regarding this matter and seem to receive no response that addresses the situation or fosters resolution.

In short, allegations were made against a license I am the RMO of and an arbitration hearing was conducted. I was NEVER notified as the RMO of these arbitration proceedings and therefore did not attend.

A judgment was made during the arbitration proceedings.

I have NEVER been provided any documentation whatsoever about the claims against this license. What I mean by documentation is any evidence showing the alleged damages and associated costs were actually incurred by the complainant. In fact, the complainant had a year to notify my company of any problems per our contractual agreement and to my best knowledge did not comply.

I have contacted the attorney who is handling the case for the complainant. I have requested they send me documentation of the claim repeatedly however no documentation has been received. I have also negotiated a settlement with the complainant pending their providing of documentation (assuming I was responsible) but have still NOT received any documentation. The CSLB has also not provided any evidence of these claims.

As all of this has been unfolding, the CSLB seems to keep taking actions against my license based upon this arbitration proceeding I was NOT privy to. I was not able to defend myself to something I had no idea was happening. As a result a judgment was filed and my license revoked.

I have telephoned the CSLB numerous times about this matter as well as written several letters to no avail. Can someone please help me? I tried again this morning, to the Sacramento Case Management Division that apparently sent this letter and every mailbox I tried was full. No one answered the phone.

I am truly interested in the integrity of my license and doing the right thing.

If there is some type of rebuttal process I can go through to challenge the arbitration decision please provide that information along with any forms to me.

I think a phone call could resolve things much more expediently. Please feel free to call.

Sincerely,

Adam Bereki
949 241 6693

10-4



CONTRACTORS STATE LICENSE BOARD

9821 Business Park Drive, Sacramento, California 95827
Mailing Address: P.O. Box 26000, Sacramento, CA 95826
800.321.CSLB (2752) | www.cslb.ca.gov | CheckTheLicenseFirst.com

STATE OF CALIFORNIA
Governor Edmund G. Brown Jr.

October 15, 2015

Adam Bereki
818 Spirit
Costa Mesa, CA 92626

RE: Application Fee # 2014 01 08850

Dear Mr. Bereki:

This responds to your letter dated August 7, 2015, to the Contractors State License Board (CSLB) regarding the status of your license, # 944018.

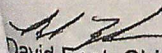
I hope it will be helpful to provide some background on this matter. CSLB records confirm that you are the qualifier on two licenses, Spartan Associates, license # 927244; and Handyman Connection of San Diego, license # 944018. Handyman Connection is the license that was revoked on April 30, 2015. After a complaint was received against this license on July 25, 2013, the case was sent to mandatory arbitration on September 30, 2014. You are responsible as the qualifier to be aware of and comply with the terms of the arbitration (Business and Professions Code [BPC] section 7068.1). The license of Handyman Connection was revoked on April 30, 2015 per BPC section 7085.6 - failure to comply with an arbitration award. *(As was Spartan Associates, Inc. #927244 - Associated entity)*

Regarding the matter at issue, you made application for a license on January 8, 2015, prior to the revocation. You had a case that had been sent to arbitration with an outstanding award during the application process; therefore, your application was returned to provide verification that you had complied with the arbitration award. When you did not provide that verification, your application went void. A letter to that effect was sent to you (copy enclosed) on March 24, 2015.

As is explained in the application documents, the \$300 application fee is an earned fee and cannot be refunded because of the expense incurred in handling the application (BPC 7138). For this reason, the following notice is provided at the top of the application form: "The application fee for a single classification (\$300) is not refundable once the application has been filed." CSLB staff has initiated a refund of your \$180 two-year license fee. I have asked that the processing time be expedited for you. You should receive your refund in a few weeks.

You may reapply on April 30, 2017. However, you will need to show rehabilitation, post a \$15,000 disciplinary bond, and resolve any outstanding arbitration award before the license will be issued.

Sincerely,


David Fogt, Chief
Enforcement Division

Enclosure (1)

Appeal No. G055075

In the California Court of Appeal
Fourth Appellate District, Division Three

Adam Bereki
Defendant Below and Appellant

v

Karen and Gary Humphreys
Plaintiffs Below and Respondents

Appeal from the Superior Court County of Orange
Case No. 30-2015-00805807
Hon. David Chaffee

AMENDED* MOTION TO CONSIDER NEW EVIDENCE
(***Special Note To Clerk and Court***)

Adam Bereki
In Propria Persona
818 Spirit
Costa Mesa, California
949.241.6693
abereki@gmail.com

SPECIAL NOTE TO CLERK AND COURT:

In Adam's closing argument on October, 16, 2018, he stated:

"Given that I just discovered this evidence while in the process of writing this closing statement, I'll be amending the earlier motion for consideration of new evidence to include this testimony on the grounds it further evidences Respondents intent to commit fraud on the court before submitting."

There was no objection by Opposing counsel, Adam never submitted and doesn't recall the court ever saying at the conclusion of the oral arguments that the case was submitted.

Later that same day, Adam received an email from the court saying the case had been submitted.

On October 17, 2018, Adam called the court to address this issue and spoke with an unknown Clerk who told him the Clerk who was in court that day would return his phone call. Adam never received a return call and called the court again on October 18, 2018. He spoke with Clerk Reynoso who informed him the court could receive this Amended Motion but could not accept it since the case had been submitted. He further indicated "it would be up to the panel to determine if they would accept this further evidence."

Adam believes the following further evidences the commission of crimes upon the court by Respondents and requests the court consider this amended motion and the intrinsic severity thereof in it's decision.

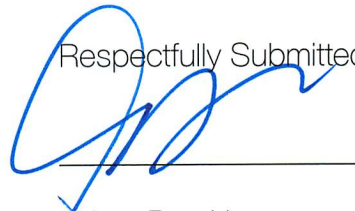
To the Honorable Chief Justice and the Associate Justices of this Appeal Court:

Please take notice that, pursuant to California Code of Civil Procedure section 909 and California Rules of Court, rule 8.252(c), Appellant Adam Bereki hereby submits this **Amended** Motion to Consider Additional Evidence of Respondents commission of fraud and/or other crimes upon the court.

Adam moves this Court to consider, for the purposes of Appellants Opening and Reply Briefs, the following additional true and correct, relevant, and authenticated EXHIBITS annexed hereto and the Declaration of Adam Bereki competently attesting to these facts.

This motion is based upon the Memorandum of Points and Authorities found in the original motion dated February 23, 2018, the Declarations contained therein and the amended declaration herein, which fulfill the requirements of California Rules of Court, rule 8.252(c).

October 18, 2018

Respectfully Submitted,


Adam Bereki

MEMORANDUM OF POINTS AND AUTHORITIES

Please refer to the original MCNE dated February 23, 2018 for the points and authorities pertinent to the admission of these EXHIBITS.

The following *additional* EXHIBITS are requested to be admitted as evidence of Respondents commission of fraud on the trial court and their deliberate and calculated withholding of material facts and evidence in order to establish jurisdiction under false pretense or fraud.

Jurisdiction cannot be effectively acquired by concealing for a time the facts which conclusively establish that it does not exist. Lambert Run Coal Co. v. Baltimore & Ohio R. Co., 258 U.S. 377 (1922)

During closing argument, Adam stated Respondents withheld material facts from the trial court in order to fraudulently procure jurisdiction and receive judgment against him.

The material facts withheld were that Respondents had hired a construction expert, Robert Brockway, who had provided sworn deposition testimony that SPARTAN performed work on their project. Mr. Brockway testified to the following as quoted in Adam's closing statement:

"What I had to do was take -- I went over payroll records provided by SPARTAN, and I went over the W-2s to analyze the number of men, how long they were there, and what tasks they were doing. I would match up the timing of the payroll records with the photographs that SPARTAN provided, and there was a lot of photographs. So, I got an idea of how long things went. There was some descriptions in e-mails that gave me clues to what means and methods were or were not applied to the job." (Refer to EXHIBIT [A11-4] annexed hereto.)

Adam also stated in his closing argument:

"You see, he testified to actually matching up the photographs of the actual work being performed with SPARTAN'S payroll records to specifically pin point that SPARTAN performed the work."

Below, is an example of how this task could have been completed by Mr. Brockway and evidences beyond all doubt SPARTAN did in fact perform work on the project. As Mr. Brockway testified, photographs and payroll records, including those referenced below, were provided to Respondents during the discovery process by SPARTAN.

Refer to EXHIBIT [A12-1] annexed hereto. The picture, according to the RAW date and time stamp embedded in the picture file (small gray box in right hand corner) was taken on November 26, 2012 at 10:31 hours when SPARTAN was performing work on Respondents

project. Two of the men in the picture were SPARTAN'S employees, Kevin McClain and Shawn Jackson.

Shawn Jackson is kneeling down in the picture. Refer to EXHIBIT [A12-2] evidencing his time sheet for THE SPARTAN ASSOCIATES, INC which shows him working at the exact date and time of the picture's time and date stamp.

Kevin McClain is standing to the rear of Shawn Jackson. Refer to EXHIBIT [A12-3], evidencing his time sheet for THE SPARTAN ASSOCIATES, INC. which shows him working at the exact date and time of the picture's time and date stamp.

Each of the respective time cards were completed by the employees themselves.

EXHIBIT [A12-4] evidences a Payroll Details report provided by ADP for SPARTAN ASSOCIATES INC.. The pay period is from 11/16/12 to 11/30/12. Payroll for both Kevin McClain and Shawn Jackson are listed.

This is irrefutable evidence SPARTAN performed work on Respondents project just as they represented to the court in their Motion For Summary Judgment (CT 231):

"Those material facts which are undisputed are: In April of 2012 The Spartan Associates entered into an agreement with the Humphreys for the performance of home improvement work on the Humphreys condominium unit."

and

(CT 245, 25): "At all times relevant to this action, Spartan was a licensed contractor. As such, the services performed by it under agreement with Respondents for home improvement work were not illegal."

Respondents fraudulently altered these material facts to the trial court to create an amended first cause of action for disgorgement against Adam Bereki by stating that Adam Bereki performed the work instead of SPARTAN in direct contradiction to the material evidence of this case, their own expert's sworn testimony, and their previous representations to the court.

Refer to CT 707, Line 11 of Respondents Memorandum of Points and Authorities to file the Amended Cross Complaint for Disgorgement against Adam Bereki. It should be noted this amendment took place after Mr. Brockway's deposition testimony:

"the Humphreys were unaware that at the time they contracted with Mr. Bereki and during the entire period in which Mr. Bereki was actively performing work on the project..."

also, Mr. Bissell's Sworn Declaration in Support of the Amended First Cause of Action, (CT 712, Lines 15-20)

"...that Mr. Bereki possessed no contractors license at the time he acted as contractor on the Humphreys project..."

Refer also to Mr. Brockways testimony, EXHIBIT [A11-5] where he testifies SPARTAN (not Adam Bereki or Glenn Overley) were terminated on 8/28/13.

Refer to EXHIBIT [A11-5.5]. Also quoted in Adam's closing statement was this excerpt of testimony whereby SPARTAN'S counsel questioned Mr. Brockway, and Mr. Brockway provided the following answer:

Q Was your understanding of what the agreement was as to the scope of work limited to those e-mails or did you do anything else to determine what the scope was?

A First of all, the original agreement I'm going to use that in quotes, "the April 5th e-mail communication," defines what I will call considered very loosely, what the scope of work is, certainly what the intent of Spartan was when they started the project.

Also included in EXHIBIT [A11] is Mr. Bissell's Declaration of Expert Witness with Mr. Brockway's resume attached. This document, was never filed in the Clerk's Transcript for some reason but was obtained by Adam from SPARTAN'S counsel post trial.

While there are an estimated five hundred or more pages of payroll records, time cards, W-2's and photographs provided by SPARTAN during discovery and upon which Mr. Brockway testified to have analyzed, this single example evidences Respondents fraud on the court by concealing material facts and evidence and making false and misleading statements to procure the jurisdiction of the court in their First Amended Cause of Action for Disgorgement against Adam Bereki.

Jurisdiction cannot be effectively acquired by concealing for a time the facts which conclusively establish that it does not exist. Lambert Run Coal Co. v. Baltimore & Ohio R. Co., 258 U.S. 377 (1922)

* * *

In his closing statement, Adam also said:

The best evidence in a near million dollar construction project are the building plans and permits, evidenced by EXHIBIT [34] admitted by SPARTAN. The plans evidence

the scope of the work to be performed and the general contractor who will be performing that work.

To be clear, these plans were another agreement. And they were proposed, offered, and suggested by Spartan to Respondents after that April 5th email series, contrary to Mr. Bissell's false representation¹. Respondents approved the plans and made changes of their own as evidenced in the MCNE and EXHIBIT [31].

The plans and permits issued by the City of Newport Beach list SPARTAN as the general contractor, not Adam Bereki or Glenn Overlay.

The building plans are clearly evidence of additional agreements in this case. What's more is that they don't align at all with the April 5th email.

As part of their burden to prove who performed the work, it seems reasonable they could take the work in that email and match it up to a picture of the work actually done on their project.

They failed to do this as well because the work in that email either never happened or was radically changed.

The work performed is found in the building plans.

After the April 5th emails, they bought a second adjacent unit, commenced a structural remodel of the entire building, deleted a kitchen, added a bathroom, and ultimately had to repair tens of thousands of dollars in damage to a downstairs unit owned by another family. Please verify none of this work is found in that April 5th email.

Refer to the building permits admitted as EXHIBIT [34] and the building plans annexed hereto as EXHIBIT [A14]. Again, this entire structural remodel was nowhere mentioned in the April 5th email series (EXHIBIT [303]). The plan drawings of EXHIBIT [A14] were submitted as a second file to maintain the file size integrity.

CONCLUSION

¹ In relation to these April 5th emails, Mr. Bissell told trial court — And this is VERY significant. He said:

"There simply was no other contract. There was no contract at any time proposed, offered, suggested by Spartan Associates and the Humphreys or proposed to the Humphreys." (RT Vol. 2, 3,6-9)

For the reasons set forth above, this evidence is timely presented and relevant to Appellants jurisdictional challenge and fraud on the court arguments on appeal and should be admitted. Therefore, Adam respectfully submits that this Court should, after expiration of opposing counsel's opportunity to respond under California Rules of Court, rule 8.54(a)(3), grant Plaintiffs motion for consideration of the above-referenced EXHIBITS.

DATED: October 18, 2018

Respectfully Submitted,

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

Appeal No. G055075

In the California Court of Appeal
Fourth Appellate District, Division Three

Adam Bereki
Respondent Below and Appellant

v

Karen and Gary Humphreys
Petitioners Below and Respondents

Appeal from the Superior Court, County of Orange
Case No. 30-2015-00805807
Hon. David Chaffee

[PROPOSED] ORDER GRANTING NEW EVIDENCE

Adam Bereki
In Propria Persona
818 Spirit
Costa Mesa, California
949.241.6693
abereki@gmail.com

**[PROPOSED] ORDER GRANTING ADAM BEREKI'S MOTION
FOR CONSIDERATION OF NEW EVIDENCE**

Based on Adam Bereki's Amended Motion For Consideration of New Evidence, this Court, and for good cause appearing for the entry thereof, IT IS HEREBY ORDERED that the Court will admit the following EXHIBITS:

EXHIBIT [A11]: Excerpts of Deposition Testimony of Expert Robert Brockway and Declaration of Expert Witness by Mr. Bissell.

EXHIBIT [A12]: Photograph, Excerpts of Time Cards, and Payroll Details Report of SPARTAN

EXHIBIT [A13]: Declaration of Adam Bereki

EXHIBIT [A14]: Building Plans

IT IS SO ORDERED.

DATE: _____

By: _____

Respectfully Submitted By:


10-18-18
Adam Bereki

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

THE SPARTAN ASSOCIATES, INC.,)

)

Plaintiff,)

)

vs.

) Case No.:

) 30-2015-00805807

GARY HUMPHREYS an individual;)

KAREN HUMPHREYS, an individual;)

and DOES 1 through 25 inclusive,)

)

Defendants.)

)

And Related Cross-Action)

)

DEPOSITION OF ROBERT BROCKWAY

Taken on Tuesday, September 13, 2016, 12:58 p.m.

REPORTED BY:

Grace A. DiBernardo

CSR No. 10322

[All-1]


10-17-18

1 Deposition of Robert Brockway, taken before
2 Grace A. DiBernardo, Certified Shorthand Reporter
3 No. 10322, for the State of California, with the principal
4 office in the County of Orange, commencing at 12:58 p.m.,
5 Tuesday, September 13, 2016, in the Law Offices of Russo &
6 Duckworth, LLP, at 9090 Irvine Center Drive, Second Floor,
7 Irvine, California.

8
9 APPEARANCES OF COUNSEL:

10
11 FOR THE PLAINTIFF:

12 RUSSO & DUCKWORTH, LLP
13 9090 Irvine Center Drive
14 Second Floor
15 Irvine, California 92618
16 (949) 752-7106
17 BY: J. Scott Russo, Esq.
18 jsrusso@russoandduckworth.com
19

20 FOR THE DEFENDANT:

21 LAW OFFICES OF WILLIAM G. BISSELL
22 14 Corporate Plaza Drive
23 Suite 120
24 Newport Beach, California 92660
25 (949) 719-1159
BY: William G. Bissell, Esq.

ALSO PRESENT: Adam Bereki
Gary Humphreys

1 Q Okay. So, was any part of your assignment
2 determining whether or not the construction was done
3 appropriately?

4 A Well, if you consider means and methods, I do. I
5 guess the answer would be yes.

6 Q How about whether or not the work was substandard
7 or defective?

8 A Not defective as an architectural opinion, no.
9 It's more or less means and methods, which is how you go
10 about doing something, the standards that you follow, the
11 management, and then the cost. So, as far as code,
12 architectural defects, things like that, no, I will not be
13 opining on that.

14 Q So, were the items you were looking at is how
15 long it took and the cost?

16 A And how the means and methods, again how they
17 went about performing the work and management techniques
18 applied to carry out the work.

19 Q Where did you get your understanding as to what
20 means and methods were actually used and what to help form
21 your opinion?

22 A In the documents that I turned over to you,
23 there's a series of e-mails that describe things. There
24 is a lot of photographs and some letters that went along
25 the way. In that there was no daily job logs. It's

1 common in a job. I didn't have any day-to-day records.
2 What I had to do was take -- I went over payroll records
3 provided by Spartan, and I went over the W-2s to analyze
4 the number of men, how long they were there, and what
5 tasks they were doing. I would match up the timing of the
6 payroll records with the photographs that Spartan
7 provided, and there was a lot of photographs. So, I got
8 an idea of how long things went. There was some
9 descriptions in e-mails that gave me clues to what means
10 and methods were or were not applied to the job.

11 Q And by means and methods, what do you mean?

12 A An example would be, there's several primary
13 areas that jump out to me. No. 1, at the beginning of the
14 project, standard means and methodology for carrying out
15 what I consider a residential renovation of this type at
16 this location. Standard procedures are, you get building
17 permits and you get working drawings. What I was able to
18 determine through -- I'm sorry. I also examined
19 Mr. Bereki's deposition testimony for additional
20 information as far as means and methods go.

21 An example to me would be, at the beginning of
22 demolition to the property without building permits, the
23 need to demolish, beginning demolition without a set of
24 working drawings, that's abnormal. That's not in the
25 standards of how you do those kinds of things. The other

1 taken 153 days?

2 A Yes.

3 Q Are those workdays or calendar days?

4 A Calendar days.

5 Q So, that includes Saturdays and Sundays?

6 A Correct.

7 Q And based on this, you believe it took 157 days
8 too long to get to where he was?

9 A No, 357 days too long. Spartan was terminated on
10 or about 8-28 of 2013. If you subtract the difference of
11 when he should have been done at 9-5 of '12, that's 357
12 days. That's a mathematical function.

13 Q And the chart you have to your left, can I see
14 that?

15 A (Witness complies.)

16 Q (Counsel peruses document.)

17 Is this a source that you go to to decide how
18 long these things should have taken or is it just your
19 experience?

20 A Well, it's a method. As a side, I have decades
21 of experience. I have a lot of experience with this
22 practicality application and instruction. You go through
23 a process, which is a standard to come up with a bar chart
24 that accompanies those 84 days that I went through the
25 process. I also used -- did a takeoff for quantity survey

1 A Mr. Tolman went to the site and took extensive
2 video and photographs of the site, yes.

3 Q Was your understanding of what the agreement was
4 as to the scope of work limited to those e-mails or did
5 you do anything else to determine what the scope was?

6 A First of all, the original agreement I'm going to
7 use that in quotes, "the April 5th e-mail communication,"
8 defines what I will call considered very loosely, what the
9 scope of work is, certainly what the intent of Spartan was
10 when they started the project.

11 Through the scant e-mails that I was able to
12 review, it become apparent that issues came up through
13 somebody's opinion that there's structural work that
14 needed to be done. It also came up that there was a
15 stop-work order because of no permit. It's not unusual
16 and is not surprising. There was a set of architectural
17 drawings that were prepared. Wong is the name of the
18 architect. It is the original drawings, and that showed
19 what the scope of work was, the original scope of work
20 was. When I say original, I'm going to refer to the April
21 5th e-mail, which is renovation and possible roof patio.

22 Q Was that when it was just a single unit though?

23 A Correct, and then drawings were prepared after,
24 and then the project was expanded to include another unit
25 and drawings were prepared, and it has footings on it. It

Attorney for Gary Humphreys
and Karen Humphreys

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

and Related Cross-Action

Trial Date: Sept.
26, 2016

Boris

1 1. I, the undersigned, am the attorney of record in this
2 action for Gary Humphreys and Karen Humphreys.

3 2. Accompanying this declaration is a list of the persons
4 whose expert or opinion testimony the parties I represent intend
5 to offer at the trial of this action, either orally or by
6 deposition testimony. The list includes Robert Brockway to whom
7 this declaration refers.

8 3. Mr. Brockway has agreed to testify at trial.

9 4. Attached to this declaration is the curricula vitae of
10 Mr. Brockway containing a summary of the qualifications of Mr
11 Brockway to render an opinion on the matters set forth in this
12 declaration.

13 5. The following is a brief narrative statement of the
14 general substance of the opinion testimony that Mr. Brockway is
15 expected to give at trial:

16 Mr. Brockway will testify as to the standards and
17 practices of the construction industry as they relate both to
18 the services which were to be performed and which were performed
19 by Adam Bereki and/or The Spartan Associates on the subject
20 construction project; the adequacy of the services furnished by
21 Adam Bereki and/or The Spartan Associates on and for the subject
22 project; the standards and practices of the construction
23 industry as they relate to contracts for home improvement work;
24 the standards and practices of the construction industry as they
25 relate to reimbursable construction costs and the extent to
26

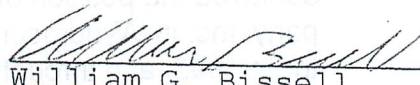
1 which Adam Bereki and/or The Spartan Associates met or failed to
2 meet those standards; The cause and extent of cost overruns on
3 the subject project; The cause, extent, and impact of delays
4 experienced by the project; The extent, and impact of the
5 management of Adam Bereki on the project.

6 6. Mr. Brockway will be sufficiently familiar with the
7 pending action to submit a meaningful oral deposition concerning
8 the testimony described above, including his expert opinion and
9 the basis therefor. Mr. Brockway's hourly fee for testimony is
10 \$420,00 per hour.

11
12 I declare under penalty of perjury under the laws of the
13 State of California that the foregoing is true and correct.

14
15 Dated: June 1, 2016

16 LAW OFFICES OF WILLIAM G. BISSELL

17
18 
19 William G. Bissell
20 Attorney for Defendants, Cross-
21 Complainants Gary Humphreys & Karen
22 Humphreys
23
24
25
26
27
28



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800.482.1822

Civil Engineering Technologies at Temple University,
Philadelphia, Pennsylvania



Senior Construction Project Manager
Senior Construction Estimator
Senior Construction Scheduler
Adjunct Instructor, Colleges, Technical Schools
OSHA Construction Safety and Health Training

Southern California
Corporate Offices
5415 E. La Palma Ave.
Anaheim Hills, CA 92807
714.701.9180

Sacramento
2520 Venture Oaks Way
Suite 435
95833
916.569.8400

San Antonio
17806 IH 10
Suite 300
78257
210.540.9017

San Diego
402 W. Broadway
Suite 400
92101
619.890.7782

Las Vegas
3960 Howard Hughes Parkway
Suite 500
89169
800.928.1822

Phoenix
2375 East Camelback Road
Suite 600
85016
800.305.6440

Salt Lake City
2150 South 1300 East
Suite 500
84106
800.482.1822

Denver
4600 South Syracuse
9th Floor
80237-2719
800.248.4096

Houston
800 Town and
Country Boulevard
Suite 300
77024
713.264.8221

Miami
1111 Lincoln Road
Suite 400
33139
800.783.1822

EXPERIENCE

Mr. Brockway is an expert consultant with over 34 years of experience in construction planning, scheduling, estimating, and project management. He has amassed vast experience in every aspect of a multitude of project delivery systems. From carpenter to contract manager and director of preconstruction, Robert Brockway has personally constructed, planned, scheduled, estimated, coordinated, supervised, and managed over \$1.7 billion of in-place construction.

Robert Brockway's professional career in commercial and industrial construction commenced in 1982 with Mr. Brockway filling the role of utility man in the fabrication and installation of industrial iron work, and then progressed through training to carpentry which ultimately led to employment as a journeyman carpenter. By 1987 Mr. Brockway achieved the position of Project Estimator with Delran Builders Company, Inc. in Wyndmoor, Pennsylvania. He advanced to Chief Estimator in 1992, and through 2016 held a senior management position with multiple construction firms nationally. During his time with these firms, he scheduled, managed, and created estimates for various public, private, and negotiated projects, including new and renovated residential, commercial, hospitality, industrial, educational, and institutional facilities.

Mr. Brockway has developed a mastery of the construction, materials, processes, and protocols necessary to plan, bid, and build, various types of structures for a multitude of end-users including high rise, multi-unit residential, mixed-use, retail, malls, site development, infrastructure, rail, airports, laboratory, hospitals, parking structures, sports complexes, mass transit, Federal Aviation, Department of Energy, Department of Defense, Army Corps of Engineers, and historic restorations.

[A4-9]

Adrian
10-18-18



While at Delran Builders Mr. Brockway scheduled and estimated various urban renewal projects in the Mid-Atlantic region which included interface with local, state, and federal contracting entities as well as local historical societies. Projects ranged in price exceeding \$12MM.

Robert Brockway continued his career trajectory by accepting positions as Vice President of Estimating and Chief Estimator for J.J. Deluca and Daniel J. Keating Company of Narberth, Pennsylvania. This period included work on educational, institutional, commercial, condominiums, high-rise, mass transit, airports, hospitals, stadiums, and urban construction ranging in value to \$45MM.

In 1999 Mr. Brockway expanded his knowledge base by providing specialized consulting services which included providing pre-construction and project management services on a per project basis for several contractors lacking the experience to enter commercial construction projects. Additional endeavors included providing on-site training to construction personnel in the areas of estimating, project management, construction-scheduling, and field supervision.

During this same time period, Mr. Brockway custom tailored, prepared, implemented, administered, and presented comprehensive marketing and business plans to bonding companies and potential investors. Further consultations included providing services to a major bonding company reviewing potential client's business structure and analyzing the potential risks. This led to the opportunity to be engaged to compile and estimate damages caused by a hurricane to an entire school district for use in insurance settlements.

From 2004 through 2011 Mr. Brockway was able to leverage his considerable body of experience into participation in the construction of dozens of significant projects in the Mid-Atlantic region with the area's top firms. While working for Jeffery M. Brown Associates of Huntingdon Valley, Pennsylvania he maintained and nurtured the Class "A" commercial portfolio of a Fortune 500 development company and prepared estimates for, and managed, several Class "A" retail, commercial, and condominium projects. As a construction management department head for IMC Construction, Inc., in Malvern, Pennsylvania, Mr. Brockway was responsible for the total management of all project activities from project inception to closeout including: Pre-Construction, Bid Compilation, Estimating, Scheduling and Planning, and Project Management. He was personally responsible for management and assignment of project managers, estimators, and field personnel, establishment and implementation of project management and estimating procedures, fiscal responsibility for all assigned projects and departmental expenditures, administration of subcontracts (including preparing of same), budget management of projects, schedule preparation and execution, and negotiation of contracts with owners and subcontractors. While at IMC Construction Mr. Brockway was able to successfully lead new market penetration efforts in a stagnant economy, and craft a multi-pronged approach to minimizing risk and increasing profits on zero margin projects. He also established and implemented company-wide project management software protocols and procedures. During his tenure in Pennsylvania, Mr. Brockway worked on projects across the nation that ranged in value to \$454 MM.

[A11-10]

10-18-18



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Construction Consultants

Construction and Design Professionals

www.berthowe.com
800.482.1822

Mr. Brockway was not only an estimator and manager; beginning in 1988, he took on the role of educator, instructor, and guest lecturer at various colleges and technical schools, including the American Builders and Contractors Association, The United Brotherhood of Carpenters and Joiners of America, Metropolitan Regional Council, Villanova University, Community College of Philadelphia, and Penn State University. Mr. Brockway's parallel 21 year career teaching in trade schools and colleges included teaching accredited carpenter apprenticeship training for the first year module, journeyman upgrade courses that included scheduling, and core required college level courses including estimating, construction management, and job site management.

In 2011, Mr. Brockway relocated to California and McCormick Construction Company, Inc., in Burbank, and continued to estimate and provide construction management expertise for several commercial projects in excess of \$100MM. Work included providing expert level conceptual estimating reports for various end users for use in commercial development proforma and design build proposals including Municipal lease-back developments. He has also worked with a world renowned engineer to prove concept of emerging technologies in high rise residential construction. He continued through 2013 with Tri-Technic, Inc. of Sonora, California estimating and competitively bidding various life critical public utility and industrial projects in excess of \$50MM. Projects included power plants, transmission lines, substations and switch yards, solar and wind power generation, HVDC converter stations and, water treatment facilities.

Mr. Brockway became a consultant with Bert L. Howe & Associates, Inc., in Anaheim Hills, California in 2013. He has demonstrated exceptional communication, organizational, and technical writing skills, and can effectively interact with design professionals, owners, attorneys, municipal officials, and tradesmen with full comprehension on any construction-related issue.

Due to his diverse and comprehensive operational background in multiple construction disciplines, Mr. Brockway has been designated for expert testimony over twenty times, and has been deposed multiple times in five States. He has participated in arbitration, mediation, trial preparations, and made presentations for cases that were won or settled successfully.

- Expert Testimony / Trial Support Services • Cost Estimating & General Contracting • Professional Engineering Services
- Building Envelope Specialists • Roofing & Waterproofing • Forensic Architecture

[A11-12]

[Signature]
10-18-18



PROFESSIONAL TEACHING EXPERIENCE

- 2008 – 2009 Adjunct Instructor
Penn State University
Pennsylvania College of Technology
- All classes are core course requirements to qualify for a B.S. degree in Construction Management. Classes taught: Scheduling, Construction Management, and Job Site Management
- 2007 – 2009 Adjunct Instructor
Community College Of Philadelphia
Department of Architecture, Design and Construction
- All classes are core course requirements to qualify for the A.A.S. (Associate in Applied Science) degree in Construction Management. Classes taught: Construction Cost Estimating I and Construction Cost Estimating II
- 2006 – 2007 Guest Lecturer
American Society of Professional Estimators Chapter 61
Subject presented: Pre-Construction Management
- 1994 – 2003 Instructor
The United Brotherhood of Carpenters and Joiners of America
Metropolitan Regional Council
Philadelphia Carpenters Joint Apprenticeship Committee
- All classes are for journeyman carpenters who are training to be superintendents, supervisors, and project managers. Classes taught: Scheduling
- 1996 – 1997 Guest Lecturer
Villanova University
Center for Engineering Education and Research
Subject presented: Application of Engineering Principles in Construction Management
- 1988 – 1992 Instructor
American Builders and Contractors Association (ABC)
National Center for Construction Education and Research (NCCER)
Central Montgomery County Area Vocational Technical School
- All classes are core course requirements to qualify to be a Journeyman Carpenter. Classes taught: Carpenter's Apprenticeship Training – Year 1



AREAS OF SPECIALIZATION

Mr. Brockway is considered a veteran in hard-bid compilation and construction management for projects located throughout the United States. He provides a professional level of expertise with regard to the principals of, estimating, construction management, planning, OSHA protocols, and knowledge of in-place construction systems. His background and experience are well suited to assignments wherein he provides expert opinion relative to matters of budget, construction, standard of care, standard of practice, and OSHA Regulations.

Mr. Brockway also provides forensic schedule analysis. His experience encompasses all universal scheduling concepts, including all forms of observational and modeling methodologies. His extensive experience in the field of schedule creation, management, and analysis as practitioner, teacher, and delay claim analyst allows the client to benefit from his unique combination of skills in development and execution of appropriate claim strategies relative to desired results.

Mr. Brockway possesses the business acumen and technical expertise necessary to navigate the assorted challenges that influence the complicated environment of men, materials and equipment of an active job site. He also is familiar with state and local building code criteria, union agreements, contract documentation, including specifications and details of construction.

Mr. Brockway is proficient in many software applications, including Sage, Timberline, Primavera, Microsoft, Prolog, and Oracle. He has knowledge of office systems, databases, word processing, and spreadsheet programs, including on-screen take-off software and web-based applications. He has pioneered, designed, and implemented a proprietary computer-based construction costing software program, as well as a program created specifically for contract control systems.

Specialized Expert Support in:

- | | |
|---|--|
| ☒ Mediation and Trial Support | ☒ Jobsite Safety Analysis |
| ☒ Allocation of Subcontractor Liability | ☒ General Contractor Responsibilities |
| ☒ Forensic Schedule Analysis | ☒ Subcontractor Responsibilities and Standards of Care |
| ☒ AIA Contract Analysis | ☒ Project Management Standards of Care |
| ☒ Subcontract Agreement Analysis | ☒ Schedule Compliance |
| ☒ Scope of Work Determination | ☒ Delay Claims |
| ☒ Change Order Analysis | ☒ Federal Project Contract Administration |
| ☒ Construction Means and Methods | ☒ Performance Assessment |
| ☒ RFI Analysis | ☒ New Construction Estimating |
| ☒ Billing Procedure Standards | ☒ Repair Estimating |
| ☒ Personal Injury Claims | ☒ Fire Reconstruction Estimates |
| ☒ Contractor and Carrier Liability | ☒ Industry Breach of Standards Care |
| ☒ Site Investigation Reports | ☒ LEED Compliance Analysis |
| ☒ OSHA Standards | ☒ ADA Compliance |

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[A11-14]

10-18-14



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CONSTRUCTION MANAGEMENT AND FORENSIC EXPERIENCE

- ☒ Federal, State, DoE, and DoD Project Experience
- ☒ Institutional Projects
- ☒ Forward Planning and Entitlement
- ☒ Site Development
- ☒ Commercial Projects
- ☒ Sports Complexes
- ☒ Educator - Estimating, Scheduling, Construction Management
- ☒ Estimate Preparation
- ☒ Scope of Work Documents
- ☒ Contracts and Proposal Preparation
- ☒ Construction Management
- ☒ Scheduling
- ☒ Risk Management
- ☒ Infrastructure Development
- ☒ Educational and Institutional Projects
- ☒ Medical Facility Construction
- ☒ Airports and FAA Projects
- ☒ Rail Expansion Projects
- ☒ Multi-Unit Residential Projects
- ☒ Laboratory Facilities
- ☒ Parking Structures
- ☒ Retail Development and Tenant Improvement Projects
- ☒ Public Utility Projects
- ☒ Educational Renovation Projects
- ☒ Institutional Renovation Projects
- ☒ Report Preparation
- ☒ Software Development and Implementation
- ☒ Professional Consultant Coordination
- ☒ Staff Management
- ☒ Project Monitoring and Protocol Development

• Expert Testimony / Trial Support Services • Cost Estimating & General Contracting • Professional Engineering Services
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[A-11-15]

10-28-18

PROOF OF SERVICE

I am employed in the County of Orange, State of California.

I am over the age of 18 and not a party to the within
action; my business address is 14 Corporate Plaza Drive
Suite 120, Newport Beach, CA 92660.

September 8, 2016, I served the within:

Declaration re Expert Witness - Robert Brockway

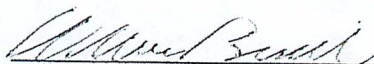
in said action by placing a true copy thereof, enclosed in a
sealed envelope with postage, certified, return receipt
requested thereon fully prepaid, in the United States mail at
Newport Beach, California addressed as follows:

J. Scott Russo, Esq.
Russo & Duckworth LLP
9090 Irvine Center Drive, 2nd Floor
Irvine, CA 92618

Carlos E. Sosa Esq.
Law Office of Hausman & Sosa
18757 Burbank Blvd. Ste 305
Tarzana, CA 91356-6329

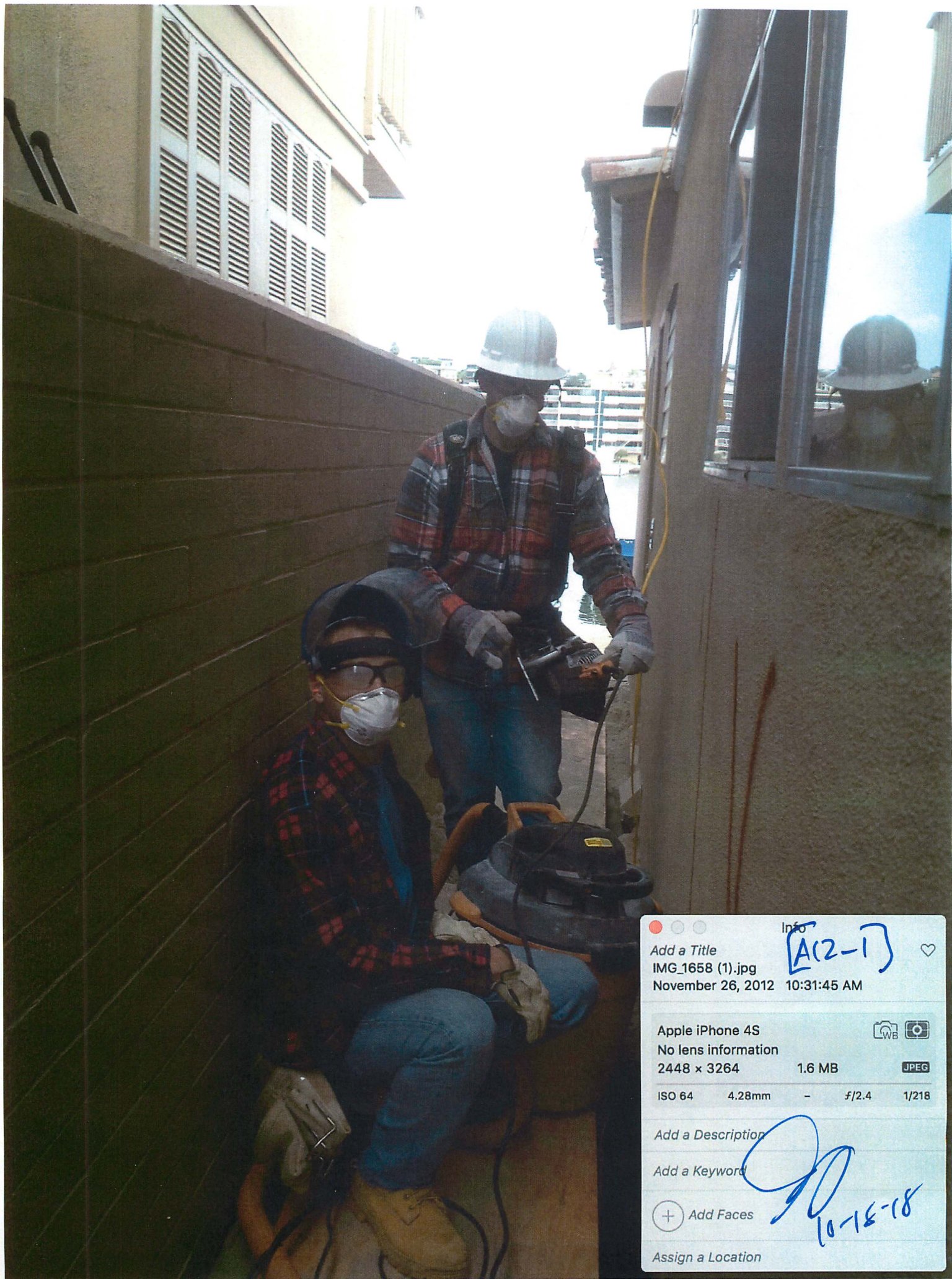
I declare, under penalty of perjury, that the foregoing
is true and correct.

Executed on September 8, 2016, at Newport Beach,
California.


William Bissell

[A11-16]





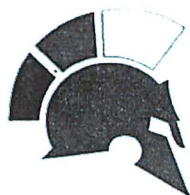
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Add a Title
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November 26, 2012 10:31:45 AM

Apple iPhone 4S
No lens information
2448 x 3264 1.6 MB JPEG

ISO 64 4.28mm - f/2.4 1/218

Add a Description
Add a Keyword
Add Faces
Assign a Location

A12-1
10-18-18



THE SPARTAN ASSOCIATES, INC.

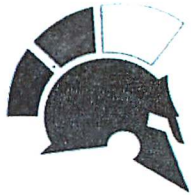
Employee Name: Shawn Jackson

#16.00*

11-18-15
[Signature]

Week:	Log In	Log Out	Log In	Log Out	Hrs Worked
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
11-28 Saturday	8:00 A.M.	12:00	12:30	4:00	7.5
Sunday					
Week:					
Monday 11-26	8:00 A.M.	12:00	12:30	4:00	7.5
Tuesday	8:00 AM	12:00	12:30	4:30	8.0
Wednesday	8:00 A.M.	12:00	12:30	4:00	7.5
Thursday	8:00	12:00	12:30	4:30	8.0
Friday	8:00	1:00			5
Saturday					
Friday					
Total:					43.50

[A12-2]



THE SPARTAN ASSOCIATES, INC.

Employee Name: Kevin M

Week:	Log In	Log Out	Log In	Log Out	Hrs Worked
Monday 11-19	8 AM	12:30	1:00	5:30	9
Tuesday 11-20	8:30 AM	12:00	12:30	4:30	8 7.5
Wednesday 11-21	8:00 AM	12:00	12:30	5:00	8.5
Thursday 11-22	OFF	HOLIDAY			
Friday 11-23	8:00 AM	12:00	12:30	4:30	8
Saturday 11-24	8:00 AM	12:30	1:00	4:00	7.5
Sunday 11-25	OFF				
Week:					
Monday 11-26	8:00 AM	12:30	1:00	6:00	9.5
Tuesday 11-27	8:00 AM	12:00	12:30	7:00	10.5
Wednesday 11-28	8:00 AM	12:00	12:30	4:30	8
Thursday 11-29	8:00 AM	12:00	12:30	5:00	8.5
Friday 11-30	8:00 AM	1:40 PM			5
Saturday					
Friday					
Total:					

C-1.0

C-.5

40.5

C-1.5

C-2.5

36.5 = 77.

C-.5

[A12-3]

10-18-18

[Signature]

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Semimonthly									
Employees:									
12/05/2012	DAILEY, TIMOTHY	74.50	1,937.00	409.95	217.50	1,309.55	10028 ✓	148.18	2,085.18
12/05/2012	FITZHUGH, MELVIN L	53.00	1,378.00	190.90	0.00	1,187.10	10029 ✓	161.92	1,539.92
12/05/2012	GIOCONDO, FRANK	80.00	1,200.00	198.03	0.00	1,001.97	10030 ✓	141.00	1,341.00
12/05/2012	HUMPHREYS, KYLE	27.00	405.00	61.20	0.00	343.80	10031 ✓	47.59	452.59
12/05/2012	JACKSON, SHAWN	43.50	696.00	127.62	0.00	568.38	10032 ✓	81.78	777.78
12/05/2012	MCCLAIN, KEVIN A	80.00	2,400.00	440.68	0.00	1,959.32	10033 ✓	183.60	2,583.60
12/05/2012	OAKLEY, DAVID G	57.00	1,710.00	256.22	0.00	1,453.78	10034 ✓	200.93	1,910.93
Employee Totals:			\$9,726.00	\$1,684.60	\$217.50	\$7,823.90		\$965.00	\$10,691.00
Payment Checks:									
12/05/2012	COLLECTION					32.50	10035 ✓		
	SERVICE CENTER								
12/05/2012	FRANCHISE TAX					185.00	10036 ✓		
	BOARD								
Payment Check Totals:						\$217.50			
Pay Frequency Totals :			\$9,726.00	\$1,684.60	\$217.50	\$8,041.40		\$965.00	\$10,691.00
Company Totals :			\$9,726.00	\$1,684.60	\$217.50	\$8,041.40		\$965.00	\$10,691.00

Company: SPARTAN ASSOCIATES INC
 Check date: 12/5/2012 - Payroll 1
 Pay Period: 11/16/2012 to: 11/30/2012

[A12-4]

10-28-18

Declaration of Adam Bereki

I, Adam Bereki declare:

I am over the age of eighteen and have personal knowledge of the matters set forth in this declaration. If called upon to testify, I could and would competently testify to the following:

EXHIBITS [A11-1 thru A11-5.5] are authenticated copies of Mr. Brockway's deposition as reported by Grace DiBernardo on September 13, 2016. The digital copy of this deposition from which I printed these EXHIBITS was provided to me by SPARTAN'S counsel.

EXHIBITS [A11-6 thru A11-15] are authenticated copies of a Declaration Re: Expert Witness as provided by Mr. Bissell to SPARTAN'S counsel. I received this copy of the Declaration from SPARTAN'S counsel post trial.

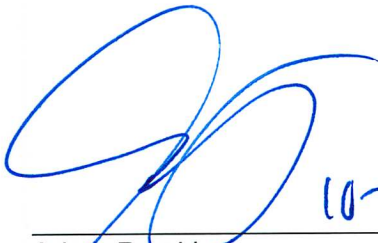
EXHIBIT [A12-1] is an authenticated photograph I took of SPARTAN'S employees Shawn Jackson and Kevin McClain while performing work on Respondents project. The date and time stamp shows November 26, 2012 and this appears to be commensurate with the work transpiring on the project at that time. This photo was taken while in the capacity of SPARTAN'S Responsible Managing Officer.

EXHIBITS [A12-2 and A12-3] are authenticated time card records submitted by Spartan's employees Shawn Jackson and Kevin McClain corroborating the November 26, 2012 photo of EXHIBIT [A12-1]. I received these time cards during SPARTAN'S normal course of business as it's Responsible Managing Officer.

EXHIBIT [A12-4] is an authenticated Payroll summary for SPARTAN ASSOCIATES INC as provided by ADP Payroll Services Company. The pay period correlates to the time cards and photograph above evidencing Shawn Jackson and Kevin McClain were in fact on SPARTAN'S payroll on November 26, 2012 and were compensated for work they performed during that pay period.

EXHIBIT [A14] are PDF files of building plans for Respondents project evidencing work either partially or completely provided by SPARTAN as the general building contractor. These plans also evidence additional agreements entered into between SPARTAN and Respondents. SPARTAN was terminated before it may have completed certain work on the plans.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of October, 2018 at Costa Mesa, California


10-18-18
Adam Bereki

[A13]

A. GENERAL

1. GENERAL CONTRACTORS SHALL VERIFY ALL GRADES, DIMENSIONS AND CONDITIONS AT THE JOB SITE WITH COMPLETE SET OF DRAWINGS PRIOR TO BIDDING AND COMMENCING CONSTRUCTION. THE ARCHITECT OR ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
2. ALL MATERIALS AND WORK PERFORMED SHALL CONFORM TO THE LATEST REQUIREMENTS OF THE 2010 CALIFORNIA BUILDING CODE AND ANY OTHER APPLICABLE CODES AND ORDINANCES.
3. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE STRUCTURE SHOWN ON THESE DRAWINGS IS STRUCTURALLY SOUND ONLY IN THE COMPLETED FORM. GENERAL CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMAN AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT TO BE LIMITED TO, BRACING, SHORING FOR CONSTRUCTION EQUIPMENT AND SHORING FOR THE STRUCTURE.
4. IN NO CASE SHALL DIMENSIONS BE SCALED FROM DRAWINGS AND/OR DETAILS. ANY DISCREPANCIES FOUND WITHIN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ARCHITECTS AND THE ENGINEERS ATTENTION FOR CLARIFICATION PRIOR TO PROCEEDING. ANY WORK INSTALLED PRIOR TO AND/OR IN CONFLICT WITH SUCH CLARIFICATION SHALL BE CORRECTED BY THE CONTRACTOR AT HIS EXPENSE AND AT NO ADDITIONAL COST TO THE OWNER.
5. WHERE A DETAIL, SECTION OR A NOTE IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL LIKE OR SIMILAR CONDITIONS UNLESS NOTED OTHERWISE.
6. GENERAL CONTRACTOR TO NOTIFY ARCHITECT AND ENGINEER AS TO ANY DISCREPANCIES BETWEEN SPECIFICATIONS, GENERAL NOTES, STRUCTURAL PLANS AND DETAILS.
7. ANY REFERENCES TO THE WORDS APPROVED, OR APPROVAL IN THESE DOCUMENTS SHALL BE HERE DEFINED TO MEAN GENERAL ACCEPTANCE OR REVIEW AND SHALL NOT RELIEVE THE CONTRACTOR AND/OR HIS SUBCONTRACTORS OF ANY LIABILITY IN FURNISHING THE REQUIRED MATERIALS OR LABOR SPECIFICATION.
8. ALL MATERIALS SHALL BE FURNISHED AS SHOWN HEREIN UNLESS ALTERNATES ARE APPROVED IN WRITING BY THE ARCHITECT, OWNER, AND STRUCTURAL ENGINEER OF THE RECORD.
9. THE STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION AND COORDINATION WITH ARCHITECTURAL, CIVIL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SPRINKLER DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL WORK, INCLUDING THAT OF ALL SUBTRADES.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON CONTRACT DRAWINGS OR NOT, AND TO PROTECT THEM FROM DAMAGE. REPAIR AND REPLACE OF SAID WORK SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
11. UNLESS NOTED, SUBMIT SHOP DRAWINGS FOR ALL FABRICATED MATERIALS. SHOP DRAWINGS WILL NOT BE REVIEWED UNLESS, THEY ARE APPROVED AND ACCEPTED WITH A STAMP FROM GENERAL CONTRACTOR AS CONFORMING TO THE CONSTRUCTION DOCUMENTS.
12. UNLESS NOTED OTHERWISE, ELEVATIONS SHOWN ON THE DRAWINGS ARE TO TOP OF BEAMS SLAB, AND FOUNDATION.

B. DESIGN CRITERIA

CODE: 2010 CALIFORNIA BUILDING CODE

DESIGN LOADS:

ROOF:

- * ROOF LOADS
- DEAD LOAD 15 PSF
- LIVE LOAD 20 PSF

FLOOR:

- * FLOOR/ DECK LOADS FLOOR
- DEAD LOAD 21 PSF
- LIVE LOAD 40 PSF

WIND:

BASIC WIND SPEED 85 M.P.H. EXP. "D"

I=1.0, OCCUPANCY CATEGORY II

- INTERNAL PRESSURE COEFFICIENT Gcpi +0.18
- 0.18
- MFERS: WALL: - PARALLEL TO RIDGE 24 PSF
- PERPENDICULAR TO RIDGE 22 PSF

SEISMIC: SITE CLASS "D"

SDC= D

MCE AT 0.20s Ss=1.860

MCE AT 1.00s S1=0.700

SITE COEFFICIENT AT 0.2s, Fg=1.0

SITE COEFFICIENT AT 1.0s, Fv=1.5

SDs=1.240, SD1=0.700

I=1.0, OCCUPANCY CATEGORY II

SEISMIC FORCE RESISTING SYSTEM:

BEARING WALL SYSTEM W/ LIGHT-FRAMED WALLS

SHEDD W/ WOOD STRUCTURAL PANELS RATED FOR SHEAR RESISTANCE

DESIGN BASE SHEAR: 24.6 KIPS

SEISMIC RESPONSE COEFFICIENT, CS: 0.191

RESPONSE MODIFICATION FACTOR: R= 6.5

ANALYSIS PROCEDURE:

EQUIVALENT LATERAL FORCE PROCEDURE

C. WOOD FRAMING

1. ALL FRAMING SHALL CONFORM TO THE GRADES AS SET BY THE W.C.L.I.B. OR W.W.P.A. LATEST CALIFORNIA BUILDING CODE AND NATIONAL DESIGN SPECIFICATION (N.D.S.) ALL LUMBER SHALL BEAR THE GRADE STAMP OF AN APPROVED TESTING AGENCY, EXCEPT EXPOSED LUMBER AT VISIBLE AREAS.
2. UNLESS NOTED OTHERWISE, FRAMING LUMBER SHALL BE DOUGLAS FIR-LARCH.
- 2.1 STUDS 2" THICK, 4" WIDE (MAX. 8'-1" HT) STUD GRADE
- 2" THICK, 6" WIDE AND LARGER U.N.O. (MAX. 14'-0" HT.) NO. 1
- 2.2 NAILERS NO. 2
- 2.3 SUBPURLINS,BEAMS, STRINGERS 4" AND THICKER, 6" AND WIDER NO. 1
- 2.4 POSTS AND COLUMNS 4x4 AND LARGER NO. 1
- 2.5 STRUCTURAL JOISTS AND PLANKS 2" TO 4" THICK, 6" AND WIDER NO. 1
- 2.6 TYPICALLY ALL OTHER LUMBER UNLESS NOTED OTHERWISE SHALL BE (GREATER OR BETTER) NO. 1
- 2.7 MOISTURE CONTENT OF ALL LUMBER SHALL BE 19% MAX.
3. PLYWOOD SHEATHING SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF U.S. PRODUCT STANDARDS PS 1-07. STRUCTURAL USE PANELS SHALL CONFORM TO NER-108 (APA-PRP-108). EACH PANEL SHALL BE IDENTIFIED WITH THE APPROPRIATE A.P.A. GRADE STAMP.
4. ROOF SHEATHINGS SHALL BE FIVE PLY WITH THICKNESS AND PANEL INDEX AS INDICATED ON DRAWINGS. STAGGER SHEETS PER PLAN. ROOF NAILING SHALL BE PER SCHEDULE ON DRAWINGS, OR AS INDICATED ON NOTES. INSTALL SHEETS WITH FACE GRAIN ACROSS SUPPORTS EXCEPT WHERE NOTED OTHERWISE.
5. ROOF AND FLOOR SHEATHING, AND SHEAR WALL PANELS NAILING AND INSTALLATION SHALL BE INSPECTED AND APPROVED BY THE BUILDING DEPARTMENT PRIOR TO COVERING.
6. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, CONDUIT, ETC. UNLESS SPECIFICALLY DETAILED ON DRAWINGS.
7. FOR NAILING SCHEDULE COMPLY WITH CALIFORNIA BUILDING CODE TABLE 2304.9.1.
8. ALL NAILS SHALL BE COMMON NAILS IN COMPLIANCE WITH FEDERAL SPECIFICATIONS FF-N-105B SINKERS SHALL NOT BE ALLOWED UNLESS APPROVED BY THE ENGINEER. ALL NAILS EXPOSED TO WEATHER, HEAT AND/OR MOISTURE SHALL BE GALVANIZED. AS AN ALTERNATE, SIMPSON STRONG-TIE "WSNTLZ" WOOD SCREWS (ICC ESR#1472) CAN BE USED IN LIEU OF NAILS.
9. ALL WOOD IN CONTACT WITH THE GROUND, MASONRY, OR CONCRETE SHALL BE PRESSURE TREATED. ALL NAILS AND BOLTS IN PRESSURE TREATED WOOD SILL PLATES SHALL BE HOT DIPPED GALVANIZED, STAINLESS STEEL, OR SILICON BRONZE COPPER.
10. ALL FRAMING HARDWARE SHALL BE MANUFACTURED BY "SIMPSON STRONG TIE" COMPANY, INC., OR APPROVED EQUAL WITH VALID & CURRENT ICC REPORT. ALL CONNECTIONS SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATION AND SPECIFICATION TO DEVELOP THE MAXIMUM CAPACITY.
11. LAG SCREWS SHALL CONFORM TO A.N.S.I. B-18.

12. BOLTS SHALL CONFORM TO ASTM A307. ALL BOLTS THROUGH WOOD SHALL HAVE STANDARD WASHERS. BOLT HOLES SHALL BE BORED 1/32" TO 1/16" LARGER THAN THE BOLT DIAMETER UNLESS NOTED OTHERWISE. ALL BOLTS SHALL BE TIGHTENED PRIOR TO BEING COVERED.
13. SILL PLATES SHALL BE BOLTED TO FOUNDATIONS WITH 1/2" DIAMETER BOLTS AT 48" ON CENTER (UNLESS NOTED OTHERWISE), EMBEDDED 7 INCHES MINIMUM INTO CONCRETE FOOTING (BELOW COLD JOINT). BOLTS SHALL HAVE 3"x3"x1/4" STEEL PLATE WASHER. MINIMUM 2 BOLTS PER PLATE, ONE BOLT WITHIN 12 INCHES OF PLATE END OR CORNERS. FOUNDATION SILL SHALL BE PRESERVATIVE TREATED WOOD. ALL ANCHOR BOLTS SHALL BE GALVANIZED OR ZINC COATED BOLTS.
14. PROVIDE BOUNDARY NAILING OF PLYWOOD DIAPHRAGM AT ALL ROOF AND FLOOR OPENINGS.
15. PROVIDE 2x SOLID BLOCKING AT ALL JOIST AND RAFTER BEARING LOCATION.
16. A DOUBLE TOP PLATE MADE OF TWO MEMBERS OF THE SAME SIZE AS THE STUDS SHALL BE PLACED AT THE TOP OF EVERY BEARING PARTITION OR EXTERIOR WALL. SUCH DOUBLE PLATES SHALL BE LAPPED AT CORNERS. JOINTS IN UPPER AND LOWER MEMBERS SHALL BE AT LEAST FOUR FEET APART. EXCEPT AT CORNERS.
17. PROVIDE LEAD HOLE 40-70% OF THREADED SHANK DIA., AND FULL DIA. FOR SMOOTH SHANK PORTION. SOAP, PARAFFIN OR OTHER APPROVED LUBRICANT SHALL BE USED ON THREAD INSTALLATION SHALL BE SCREWING, NOT HAMMERING. CARE SHALL BE TAKEN TO AVOID OVER TORQUING BOLT OR SCREW.
18. ROOF LUMBER DECKING SHALL COMPLY WITH CBC SECTION 2304.8.

D. MANUFACTURED BEAMS

1. MANUFACTURED BEAMS LAMINATED VENEER LUMBER (LVL), PARALLEL STRAND LUMBER (PSL) TIMBER STRAND (LSL) SHALL BE BY WEYERHAEUSER PER ICC ESR#1387 AND LARR # 25202.

E. STRUCTURAL STEEL

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST EDITION OF AISC MANUAL OF STEEL CONSTRUCTION AND SHALL BE DETAILED, FABRICATED AND ERECTED IN CONFORMANCE WITH THE AISC SPECIFICATIONS.
2. MATERIALS:

- * TUBE MEMBERS ASTM A500, GRADE B (Fy=46 KSI)
- * PIPE COLUMNS ASTM A53, TYPE "S", GRADE B
- * SHAPES COLUMNS & BEAMS ASTM A572, A992 GRADE 50 OR DUAL (Fy=50KSI)
- * LEDGER & PLATES ASTM A36
- * HIGH STRENGTH BOLTS ASTM 325N U.N.O.
- * SHEAR STUDS ASTM A108 & A.W.S. D1.1 (Fy=60KSI)
- * HEADED ANCHOR BOLTS ASTM A307, GRADE "A" U.N.O.

3. STRUCTURAL STEEL FABRICATORS SHALL FURNISH SHOP DRAWINGS OF ALL STEEL FOR REVIEW OF STRUCTURAL ENGINEER PRIOR TO FABRICATION.
4. ALL STRUCTURAL STEEL MUST BE SUPPLIED BY A CITY OF NEWPORT BEACH APPROVED FABRICATOR SHOP.
5. EXCEPT WHERE ENCASED IN MASONRY, CONCRETE OR SPRAYED ON FIRE PROOFING. ALL STEEL SHALL RECEIVE ONE SHOP COAT OF RUST INHIBITIVE PRIMER.
6. HOLES SHALL NOT BE PLACED IN STEEL MEMBERS UNLESS SPECIFICALLY DETAILED ON DRAWINGS. STEEL MEMBERS SHALL BE SHORED WHEN PERMISSIBLE HOLES ARE CUT OR BURNED. BOLT HOLES SHALL CONFORM TO AISC SPECIFICATION, AND SHALL BE STANDARD HOLES UNLESS OTHERWISE NOTED.
7. GROUTING OF BASE PLATES SHALL BE WITH NON-SHRINK GROUT OR DRY PACKED WITH MINIMUM COMPRESSIVE STRENGTH AS SPECIFIED IN THE CONCRETE SECTION OF NOTES. ALL SURFACES SHALL BE CLEAN OF FOREIGN MATERIAL PRIOR TO GROUTING.
8. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A325N OR A490, AND BE PROVIDED WITH HARDENED WASHERS CONFORMING TO ASTM F436.
9. STRUCTURAL STEEL SHALL BE DELIVERED TO THE JOB SITE FREE OF RUST, MILL SCALE, GREASE, ETC.

F. WELDING

1. ALL WELDING SHALL CONFORM TO THE LATEST EDITION OF THE STRUCTURAL WELDING CODE ANSI/AWS D1.1-2004
2. ALL WELDING SHALL BE PERFORMED USING THE SHIELDED METAL ARC WELDING PROCESS (MAW) WITH E70XX ELECTRODES OR THE SUBMERGED ARC WELDING PROCESS (SAW) WITH E70XX. LOW HYDROGEN ELECTRODES SHALL BE USED AND PARENT METALS SHALL BE PREHATED.
3. ALL WELDING SHALL BE PERFORMED BY A WELDER CERTIFIED BY CITY OF NEWPORT BEACH BLDG. DEPT. ALL WELDING PERFORMED ON SITE SHALL BE DONE IN THE PRESENT OF CITY OF NEWPORT BEACH APPROVED SPECIAL INSPECTOR. ALL FIELD WELDING MUST BE INDICATED ON SHOP DRAWINGS. CITY OF NEWPORT BEACH BLDG. DEPT. LICENSED SHOP IS REQUIRED FOR SHOP WELDS.
4. ALL EXPOSED WELDED CONNECTIONS SHALL BE FILLED AND GROUND SMOOTH AND SUBJECT TO ARCHITECTS APPROVAL.
5. ALL WELDS NOT SPECIFIED SHALL BE CONTINUOUS FILLET WELDS. SIZE OF WELDS SHALL BE BASED ON AISC STANDARDS FOR THICKER MATERIAL CONNECTED.

G. DESIGN "BUILD ITEMS AND REQUIREMENTS"

1. THE GENERAL CONTRACTOR SHALL SUBMIT PLANS, DETAILS AND CALCULATIONS FOR ALL "DESIGN BUILD" ITEMS, TO THE ARCHITECT AND THE STRUCTURAL ENGINEER, FOR APPROVAL, THEN SUBMITTED TO THE BUILDING DEPARTMENT PRIOR TO FABRICATION.
2. THE PLAN, DETAILS AND CALCULATIONS AS NECESSARY FOR "DESIGN BUILD" ITEMS, SHALL BE SIGNED BY A CIVIL OR STRUCTURAL ENGINEER, HOLDING A VALID LICENSE IN THE STATE OF CALIFORNIA. HE SHALL BE RESPONSIBLE FOR ANY REQUIREMENTS OF THE BUILDING DEPARTMENT.
3. "DESIGN" ITEMS/ELEMENTS SHALL BE DESIGNED BY OTHERS, AND GENERAL CONTRACTOR SHALL COORDINATE WITH OTHER TRADES AND THE ARCHITECT.
- 3.1 ALL SKYLIGHTS AND CONNECTIONS TO THE STRUCTURE.
- 3.2 ALL GLAZING SYSTEMS AND CONNECTIONS TO THE STRUCTURE.
- 3.3 SUPPORTS AND CONNECTION FOR PIPES, DUCTS, CONDUITS, SUSPENDED CEILINGS, OR MECHANICAL EQUIPMENT.
- 3.4 PREFABRICATED ITEMS NOT NOTED

H. STRUCTURAL ENGINEER OF RECORD (SER) SITE OBSERVATION

1. THE OWNER SHALL EMPLOY THE ENGINEER OF RECORD TO PROVIDE STRUCTURAL OBSERVATION AT THE FOLLOWING CONSTRUCTION MILESTONE.
- CONSTRUCTION MILESTONES:
- 1.1 FRAMING, SHEAR WALLS AND PLYWOOD DIAPHRAGM AFTER ALL NAILINGS ARE IN PLACED AND ALL HOLDDOWNS ARE INSTALLED BEFORE COVERING.
2. FAILURE TO NOTIFY ARCHITECT & ENGINEER OF ANY CONSTRUCTION MILESTONE MAY RESULT IN CONTRACTOR HAVING TO REMOVE WORK FOR THE PURPOSE OF REVIEW AT CONTRACTORS EXPENSE. PLEASE NOTIFY ENGINEER OF RECORDS MINIMUM OF 3 DAYS TO SCHEDULE SITE OBSERVATION VISIT.
3. PREMATURE NOTIFICATION FOR SITE VISIT WILL RESULT IN AN ADDITIONAL SITE VISIT WITH ALL EXPENSES AND FEES PAID BY THE CONTRACTOR.

STRUCTURAL TEST AND SPECIAL INSPECTIONS 2010 CBC

TABLE 1704.3 REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION				
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCE STANDARD ^a	IBC REFERENCE
1. MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS AND WASHERS:				
A. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARD SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS	—	X	aisc 360, section A3.3 AND APPLICABLE ASTM MATERIAL STANDARDS	—
B. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.	—	X	—	—

2. INSPECTION OF HIGH-STRENGTH BOLTING:					
A. SNUG-TIGHT JOINTS.	—	X			
B. PRETENSIONED AND SUP-CRITICAL JOINTS USING TURN-OF NUTS WITH MATCHMARKING, TWIST-OFF BOLT OR DIRECT TENSION INDICATOR METHODS OF INSTALLATION.	—		aisc 360, SECTION M2.5	1704.3.3	
C. PRETENSIONED AND SUP-CRITICAL JOINTS USING TURN-OF NUT WITHOUT MATCHMARKING OR CALIBRATED WRENCH METHODS OF INSTALLATION	X	—			
3. MATERIAL VERIFICATION OF STRUCTURAL STEEL AND COLD-FORMED STEEL DECK:					
A. FOR STRUCTURAL STEEL, IDENTIFICATION MARKINGS TO CONFORM TO AISC 360	—	X	aisc 360, SECTION M5.5		
B. FOR OTHER STEEL, IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS	—	X	APPLICABLE ASTM MATERIAL STANDARD		
C. MANUFACTURER'S CERTIFIED TEST REPORTS	—	X			
4. MATERIAL VERIFICATIONS OF WELD FILLER MATERIALS:					
A. IDENTIFICATION MARKING TO CONFORM TO AWS SPECIFICATION IN THE APPROVED CONSTRUCTION DOCUMENTS	—	X	aisc 360, SECTION A3.5 AND APPLICABLE AWS A5 DOCUMENTS	—	
B. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.	—	X	—		
5. INSPECTION OF WELDING:					
A. STRUCTURAL STEEL AND COLD FORMED STEEL DECK:					
1. COMPLETE AND PARTIAL JOINT PENETRATION GROOVE WELDS	X	—			
2. MULTIPASS FILLET WELDS.	X	—			
3. SINGLE-PASS FILLET WELD: 3/16"	X	—	aws D1.1	1704.3.1	
4. PLUG AND SLOT WELDS	X	—			
5. SINGLE-PASS FILLET WELD: 1/16"	—	X			
6. FLOOR AND ROOF DECK WELDS.	—	X	aws D1.3		
B. REINFORCING STEEL:					
1. VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A 706.	—	X			
2. REINFORCING STEEL-RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES, AND BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS OF CONCRETE AND SHEAR REINFORCEMENT.	X	—	aws D1.4 ACI 318: SECTION 3.5.2	—	
3. SHEAR REINFORCEMENT.	X	—			
4. OTHER REINFORCING STEEL	—	X			
6. INSPECTION OF STEEL FRAME JOINT DETAILS FOR COMPLIANCE:					
A. DETAILS SUCH AS BRACING AND STIFFENING.	—	X		1704.3.2	
B. MEMBER LOCATIONS.	—	X			
C. APPLICATION OF JOINT DETAILS AT EACH CONNECTION.	—	X			

o. WHEN APPLICABLE, SEE ALSO SECTION 1707.1, SPECIAL INSPECTION FOR THE SEISMIC RESISTANCE.

NAILING SCHEDULE

TABLE 2304.9.1 FASTENING SCHEDULE		
CONNECTION	FASTENING ^{a,m}	LOCATION
1. JOIST TO SILL OR GIRDER	3-8d COMMON (2 1/2"x0.131") 3-3"x 0.131" NAILS 3-3" 14 GAGE STAPLES	TOENAIL
2. BRIDGING TO JOIST	2-8d COMMON (2 1/2"x0.131") 2-3"x 0.131" NAILS 2-3" 14 GAGE STAPLES	TOENAIL EACH END
3. 1"x6" SUBFLOOR OR LESS TO EA. JOIST	2-8d COMMON (2 1/2"x 0.131")	FACE NAIL
4. WIDER THAN 1"x6" SUBFLOOR TO EA. JOIST	3-8d COMMON (2 1/2"x 0.131")	FACE NAIL
5. 2"SUBFLOOR TO JOIST OR GIRDER	2-16d COMMON (3 1/2"x 0.162")	BLIND AND FACE NAIL
6. SOLE PLATE TO JOIST OR BLOCKING	16d (3 1/2"x0.135") AT 16"o.c. 3"x 0.131" NAILS AT 8"o.c. 3" 14 GAGE STAPLES AT 12"o.c.	TYPICAL FACE NAIL
SOLE PLATE TO JOIST OR BLOCKING AT BRACED WALL PANEL	3-16d (3 1/2"x0.135") AT 16" 4-3"x 0.131" NAILS AT 16" 4-3" 14 GAGE STAPLES AT 16"	BRACED WALL PANELS
7. TOP PLATE TO STUD	2-16d COMMON (3 1/2"x0.162") 3-3"x 0.131" NAILS 3-3" 14 GAGE STAPLES	END NAIL
8. STUD TO SOLE PLATE	4-8d COMMON (2 1/2"x0.131") 4-3"x 0.131" NAIL 3-3" 14 GAGE STAPLES 2-16d COMMON (3 1/2"x0.162") 3-3"x 0.131" NAIL 3-3" 14 GAGE STAPLES 2-20d BOX (FOR 3x SILL PLATE)	TOENAIL END NAIL
9. DOUBLE STUDS	16d (3 1/2"x0.135") AT 24"o.c. 3"x 0.131" NAILS AT 8"o.c. 3" 14 GAGE STAPLES AT 8"o.c.	FACE NAIL
10. DOUBLE TOP PLATES	16d (3 1/2"x0.135") AT 16"o.c. 3"x 0.131" NAILS AT 12"o.c. 3" 14 GAGE STAPLES AT 12"o.c.	TYPICAL FACE NAIL
DOUBLE TOP PLATE	8-16d COMMON (3 1/2"x0.162") 12-3"x 0.131" NAILS 12-3" 14 GAGE STAPLES	LAP SPLICE
11. BLOCKING BETWEEN JOISTS OR RAFTERS TO TOP PLATE.	3-8d COMMON (2 1/2"x0.131") 3-3"x 0.131" NAILS 3-3" 14 GAGE STAPLES	TOENAIL
12. RIM JOIST TO TOP PLATE	8d (2 1/2"x0.131") AT 6"o.c. 3"x 0.131" NAILS AT 6"o.c. 3" 14 GAGE STAPLES AT 6"o.c.	TOENAIL
13. TOP PLATES, LAPS AND INTERSECTIONS	2-16d COMMON (3 1/2"x0.162") 5-3"x 0.131" NAILS 5-3" 14 GAGE STAPLES	FACE NAIL
14. CONTINUOUS HEADER, TO PIECES	16d COMMON (3 1/2"x 0.162")	16" o.c. ALONG EDGE
15. CEILING JOISTS TO PLATE	3-8d COMMON (2 1/2"x0.131") 5-3"x 0.131" NAILS 5-3" 14 GAGE STAPLES	TOENAIL
16. CONTINUOUS HEADER, TO STUD	4-8d COMMON (2 1/2"x0.131")	TOENAIL
17. CEILING JOISTS, LAPS OVER PARTITIONS (SEE SECTION 2308.104.1, TABLE 2308.10.4.1)	3-16d COMMON (3 1/2"x0.162") MINIMUM, TABLE 2308.10.4.1 4-3"x 0.131" NAILS 4-3" 14 GAGE STAPLES	FACE NAIL
18. CEILING JOISTS TO PARALLEL RAFTERS (SEE SECTION 2308.104.1, TABLE 2308.10.4.1)	3-16d COMMON (3 1/2"x0.162") MINIMUM, TABLE 2308.10.4.1 4-3"x 0.131" NAILS 4-3" 14 GAGE STAPLES	FACE NAIL
19. RAFTER TO PLATE (SEE SECTION 2308.104.1, TABLE 2308.10.4.1)	3-8d COMMON (2 1/2"x0.131") 3-3"x 0.131" NAILS 3-3" 14 GAGE STAPLES	TOENAIL
20. 1" DIAGONAL BRACE TO EACH STUD AND PLATE	2-8d COMMON (2 1/2"x0.131") 2-3"x 0.131" NAILS 3-3" 14 GAGE STAPLES	FACE NAIL

21. 1"x8" SHEATHING TO EACH BEARING	3-8d COMMON (2 1/2"x0.131")	FACE NAIL
22. WIDER THAN 1"x8" SHEATHING TO EACH BEARING	3-8d COMMON (2 1/2"x0.131")	FACE NAIL
23. BUILT-UP CORNER STUDS	16d COMMON (3 1/2"x 0.162") 3"x 0.131" NAILS 3" 14 GAGE STAPLES	24" o.c. 16" o.c. 16" o.c.
24. BUILT-UP GIRDER AND BEAMS	20d COMMON (4"x 0.192") 32" o.c. 3"x 0.131" NAILS AT 24" o.c. 3" 14 GAGE STAPLES AT 24" o.c. 2-20d COMMON (4"x 0.192") 3-3"x 0.131" NAIL 3-3" 14 GAGE STAPLES	FACE NAIL AT TOP AND BOTTOM STAGGERED ON OPPOSITE SIDES. FACE NAIL AT ENDS AND AT EACH SPLICE
25. 2" PLANKS	16d COMMON (3 1/2"x0.162")	AT EACH BEARING
26. COLLAR TIE TO RAFTER	3-10d COMMON (3"x0.148") 4-3"x 0.131" NAILS 4-3" 14 GAGE STAPLES	FACE NAIL
27. JACK RAFTER TO HIP	3-10d COMMON (3"x0.148") 4-3"x 0.131" NAILS 4-3" 14 GAGE STAPLES 2-16d COMMON (3 1/2"x0.162") 3-3"x 0.131" NAILS 3-3" 14 GAGE STAPLES	TOENAIL FACE NAIL
28. ROOF RAFTER TO 2-BY RIDGE BEAM	2-16d COMMON (3 1/2"x0.162") 3-3"x 0.131" NAILS 3-3" 14 GAGE STAPLES 2-16d COMMON (3 1/2"x0.162") 3-3"x 0.131" NAILS 3-3" 14 GAGE STAPLES	TOENAIL FACE NAIL
29. JOIST TO BAND JOIST	3-16d COMMON (3 1/2"x0.162") 4-3"x 0.131" NAILS 4-3" 14 GAGE STAPLES	FACE NAIL
30. LEDGER STRIP	3-16d COMMON (3 1/2"x0.162") 4-3"x 0.131" NAILS 4-3" 14 GAGE STAPLES	FACE NAIL
31. WOOD STRUCTURAL PANELS AND PARTICLEBOARD ¹ SUB FLOOR, ROOF AND WALL SHEATHING (TO FRAMING)	1/2" AND LESS 6d ¹ 2 5/8" x 0.113" NAIL ¹ 1/2" 16 GAGE ¹ 19/32" TO 3/4" 8d ¹ OR 6d ¹ 2 5/8" x 0.113" NAIL ¹ 2" 16 GAGE ¹ 7/8" TO 1" 8d ¹ 1 1/8" TO 1 1/4" 10d ¹ OR 8d ¹ 3/4" AND LESS 6d ¹ 7/8" TO 1" 8d ¹ 1 1/8" TO 1 1/4" 10d ¹ OR 8d ¹	
SINGLE FLOOR (COMBINATION SUBFLOOR- UNDERLAYMENT TO FRAMING)		
32. PANEL SIDING (TO FRAMING)	1/2" AND LESS 6d ¹ 7/8" 8d ¹	
33. FIBERBOARD SHEATHING	1/2" NO.11 GAGE ROOFING NAIL ¹ 6d COMMON NAIL (2"x 0.113") NO.16 GAGE STAPLE ¹ NO.11 GAGE ROOFING NAIL ¹ 8d COMMON NAIL (2 1/2"x 0.113") NO.16 GAGE STAPLE ¹ 25/32"	
34. INTERIOR PANELING	1/4" 4d ¹ 3/8" 6d ¹	

FOR SILL: 1 INCH=25.4mm.

a. COMMON OR BOX NAILS ARE PERMITTED TO BE USED EXCEPT WHERE OTHERWISE STATED.

b. NAILS SPACED AT 6 INCHES ON CENTER AT EDGES, 12 INCHES AT INTERMEDIATE SUPPORTS EXCEPT 6 INCHES AT SUPPORTS WHERE SPANS ARE 48 INCHES OR MORE. FOR NAILING OF WOOD STRUCTURAL PANEL AND PARTICLEBOARD DIAPHRAGMS AND SHEAR WALLS, REFER TO SECTION 2305. NAILS FOR WALL SHEATHING ARE PERMITTED TO BE COMMON, BOX OR CASING.

c. COMMON OR DEFORMED SHANK (6d-2"x 0.113", 8d-2 1/2"x0.131", 10d-3"x 0.148")

d. COMMON (6d-2"x0.113", 8d-2 1/2"x 0.131", 10d-3"x0.148)

e. DEFORMED SHANK (6d-2"x0.113", 8d-2 1/2"x 0.131", 10d-3"x 0.148")

f. CORROSION-RESISTANT SIDING(6d-1 7/8"x 0.106", 8d-2 1/8"x 0.128") OR CASING (6d-2"x 0.099", 8d-2 1/2"x 0.113") NAIL.

g. FASTENERS SPACED 3 INCHES ON CENTER AT EXTERIOR EDGES AND 6 INCHES ON CENTER AT INTERMEDIATE SUPPORTS, WHEN USED AS STRUCTURAL SHEATHING. SPACING SHALL BE 6 INCHES ON CENTER ON THE EDGES AND 12 INCHES ON CENTER AT INTERMEDIATE SUPPORTS FOR NONSTRUCTURAL APPLICATIONS.

h. CORROSION-RESISTANT ROOFING NAILS WITH 7/16-INCH-DIAMETER HEAD AND 1 1/2-INCH LENGTH FOR 1/2-INCH SHEATHING AND 1 1/4-INCH LENGTH FOR 25/32-INCH SHEATHING. PANEL SUPPORTS AT 16 INCHES (20 INCHES IF STRENGTH AXIS IN THE LONG DIRECTION OF THE PANEL, UNLESS OTHERWISE MARKED).

i. CORROSION-RESISTANT STAPLES WITH NOMINAL 7/16-INCH CROWN AND 1 1/8-INCH LENGTH FOR 1/2-INCH SHEATHING AND 1 1/2-INCH LENGTH FOR 25/32-INCH SHEATHING. PANEL SUPPORTS AT 16 INCHES (20 INCHES IF STRENGTH AXIS IN THE LONG DIRECTION OF THE PANEL, UNLESS OTHERWISE MARKED).

j. CASING (1 1/2"x 0.080") OR FINISH (1 1/2"x 0.072") NAILS SPACED 6 INCHES ON PANEL EDGES, 12 INCHES AT INTERMEDIATE SUPPORTS.

k. PANEL SUPPORTS AT 24 INCHES. CASING OR FINISH NAILS SPACED 6 INCHES ON PANEL EDGES, 12 INCHES AT INTERMEDIATE SUPPORTS.

l. FOR ROOF SHEATHING APPLICATIONS, 8d NAILS (2 1/2"x 0.113") ARE THE MINIMUM REQUIRED FOR WOOD STRUCTURAL PANELS.

m. STAPLES SHALL HAVE A MINIMUM CROWN WIDTH OF 7/16 INCH.

n. FOR ROOF SHEATHING APPLICATIONS, FASTENERS SPACED 4 INCHES ON CENTER AT EDGES, 8 INCHES AT INTERMEDIATE SUPPORTS.

o. FASTENERS SPACED 4 INCHES ON CENTER AT EDGES, 8 INCHES AT INTERMEDIATE SUPPORTS FOR SUBFLOOR AND WALL SHEATHING AND 3 INCHES ON CENTER AT EDGES, 6 INCHES AT INTERMEDIATE SUPPORTS FOR ROOF SHEATHING.

p. FASTENERS SPACED 4 INCHES ON CENTER AT EDGES, 8 INCHES AT INTERMEDIATE SUPPORTS.

ABBREVIATIONS

ABV.	ABOVE	(E)	EXISTING	O.F.	OUTSIDE FACE
A.B.	ANCHOR BOLT	EMBED.	EMBEDMENT	OPNG.	OPENING
A.F.F.	ABOVE FINISHED FLOOR	E.J.	EXPANSION JOINT	OPP.	OPPOSITE
A.I.S.C.	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	F.N.L.	FIELD NAILING	P.P.	PARTIAL PENETRATION
A.S.T.M.	AMERICAN SOCIETY OF TESTING MATERIAL	F.S.	FAR SIDE	PERP.	PERPENDICULAR
&	AND	FT.	FEET/FOOT	PL.	PLATE
∅	ANGLE	FIN.	FINISH	PSI	POUNDS PER SQUARE INCH
ARCH.	ARCHITECT	FLR.	FLOOR	PSF	POUNDS PER SQUARE FOOT
AT	AT	FTG.	FOOTING	PSF	POUNDS PER SQUARE FOOT
BLK.	BLOCK	FOUND.	FOUNDATION	RAD.	RADIUS
BLW.	BELOW	FRMG.	FRAMING	REINF.	REINFORCING
B.M.	BOUNDARY NAILING	F.P.	FULL PENETRATION	REQ'D.	REQUIRED
B.N.	BETWEEN	GA.	GAUGE	SHTG.	SHEATHING
B.O.T.	BOTTOM	GALV.	GALVANIZED	SHT.	SHEET
B.LKG.	BLOCKING	G.B.	GRADE BEAM	SIM.	SIMILAR
B.LDG.	BUILDING	HGR.	HANGER	SIMP.	SIMPSON
B.C.	BEARING	HT.	HEIGHT	SPEC.	SPECIFICATION
B.C.A.N.T.	BOTTOM CANTILEVER	HORIZ.	HORIZONTAL	SQ.	SQUARE
B.C.C.	BEARING	HDR.	HEADER	STD.	STANDARD
B.C.L.	BOTTOM CANTILEVER	H.A.S.	HEADED ANCHOR STUDS	STIFF.	STIFFENER
B.C.C.	BEARING	HSS	HOLLOW STRUCTURAL STEEL	SCHED.	SCHEDULED
B.C.C.	BOTTOM CANTILEVER			STRUCT.	STRUCTURAL/STRUCTURE
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
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B.C.C.	BOTTOM CANTILEVER				
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B.C.C.	BOTTOM CANTILEVER				
B.C.C.	BOTTOM CANTILEVER				
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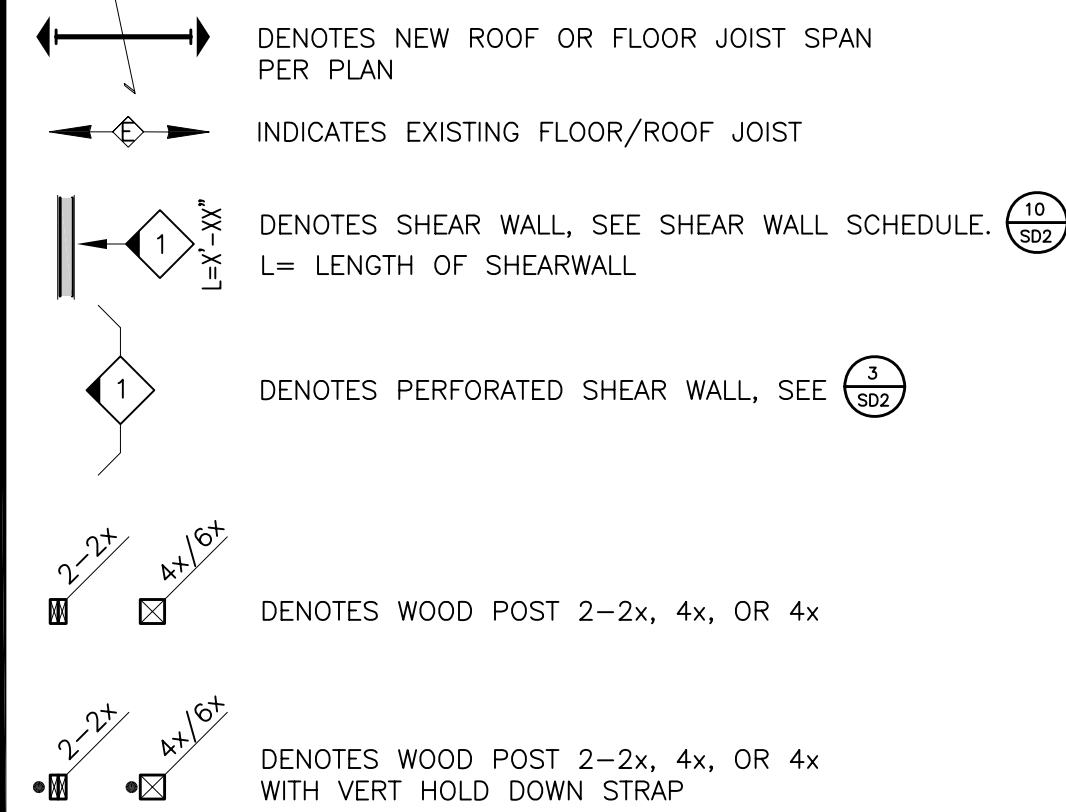
SD4

1

A_____ = SIMPSON 'CS16', LARR #25713

B_____ = SIMPSON 'CMST16', LARR #25713

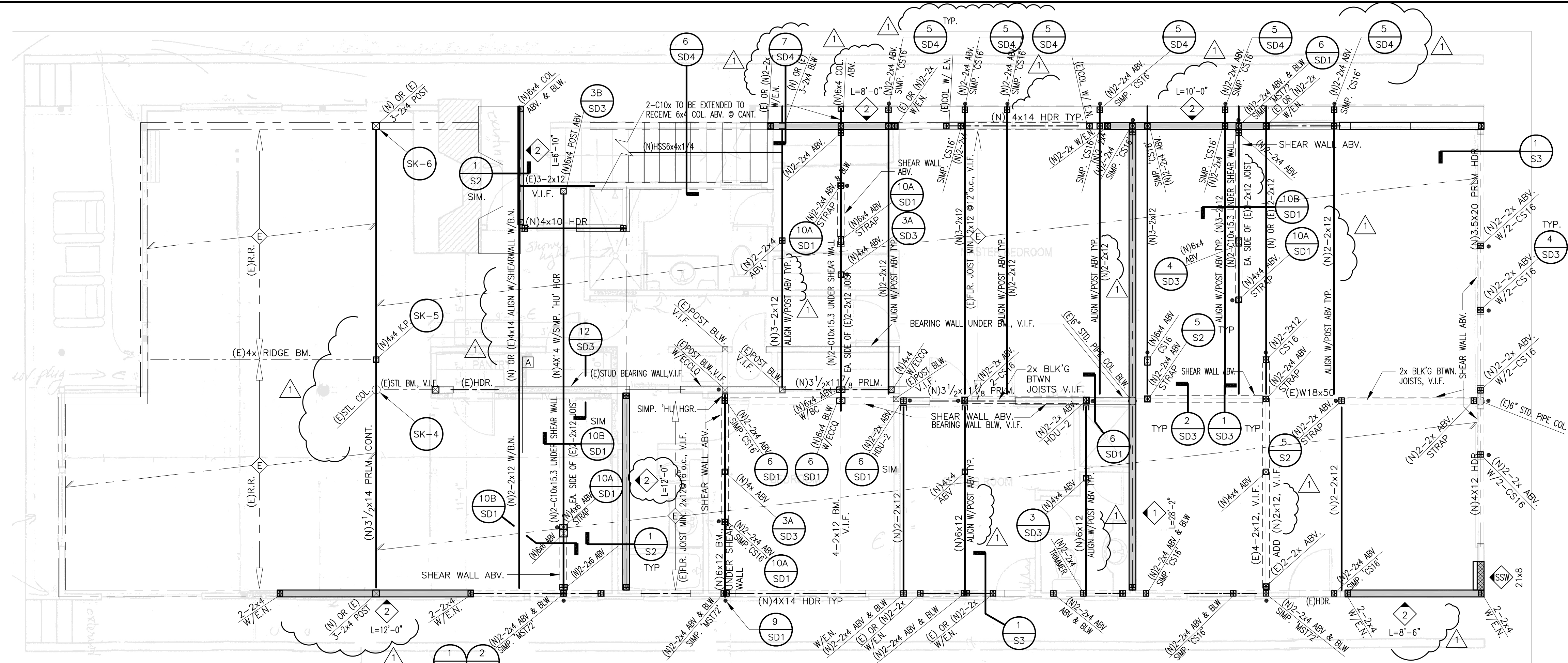
 1 ———— DETAIL REFERENCE DESIGNATION
 SD2 ———— DETAIL SHEET NUMBER



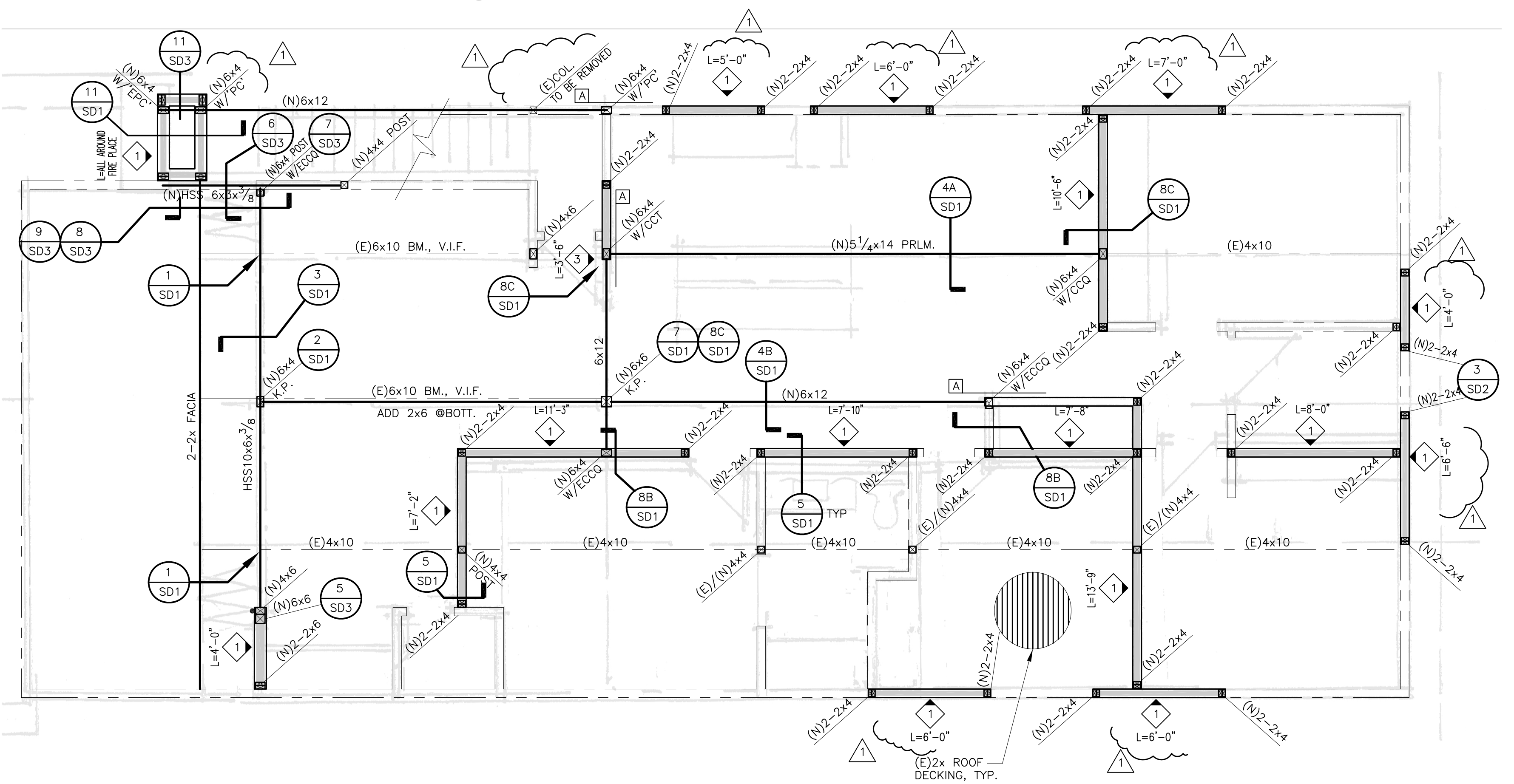
1. SEE S1 AND SD SHEETS FOR GENERAL NOTES AND TYPICAL DETAILS. ALL DETAILS DESIGNATED AS TYPICAL OR TYPICAL SHALL APPLY TO ALL SIMILAR CONDITIONS U.N.O.
2. **PLYWOOD SHEATHING**
 - A. PLYWOOD GRADE SHALL BE STR. 1 APA RATED SHEATHING, 5 PLYS, SPAN RATING/PANEL INDEX 24/16, EXT. GLUE. PLYWOOD THICKNESS AS FOLLOWS: FLOOR: MIN. 23/32" T&G PLYWD W/10d @ 4", 12" o.c.

SEE TYPICAL PLYWOOD LAYOUT DETAIL 4
SD2
 - B. NAILS SHALL BE 10d COMMON NAILS W/MINIMUM NAILS PENETRATION INTO FRAMING SHALL BE 1 7/8", MINIMUM EDGE DISTANCE 3/8".
 - C. MINIMUM PLYWOOD PANEL WIDTH AT THE BUILDING PERIMETER SHALL BE 2'-0"
3. TYPICAL WALL FRAMING PER 7
SD2
4. SPLICE PLATES OF EXTERIOR WALLS, BEARING WALLS AND SHEAR WALLS PER 1
S
5. WHERE POST OR MULTIPLE STUDS ARE SPECIFIED, PROVIDE SAME SIZE POST OR MULTIPLE STUDS NAILING DIRECTLY BELOW AT EACH FLOOR LEVEL. BENEATH THE SPECIFIED POST OR MULTIPLE STUDS, UNO. PROVIDE EDGE NAILING TO ALL POSTS WITH STRAP AND HOLD DOWN.
6. PROVIDE MULTIPLE STUDS AT ALL BEAMS FOR FULL BEARING UNLESS NOTED OTHERWISE ON PLANS.
7. MEMBERS MARKED AS "DRAG" OR "STRUT" TO HAVE CONTINUOUS BOUNDARY NAILING.
8. ALL EXTERIOR STUD SHALL BE 2x4 @ 16" o.c. D.F.#1 AND MAX HEIGHT IS 10'-0" PROVIDE 2x6 @ 16" o.c. AT ALL BALLOON FRAMING UP TO 14'-0" HIGH PROVIDE 2x6 @ 12" o.c. AT ALL BALLOON FRAMING UP TO 18'-0" HIGH
9. SEE NAILING SCHEDULE ON SHEET S-1 FOR TYPICAL CONNECTIONS, DETAILS AND NOTES SUPERCEDED NAILING SCHEDULE.
10. HOLD-DOWN CONNECTOR BOLTS INTO WOOD FRAMING REQUIRE APPROVED PLATE WASHER AND HOLD-DOWN SHALL BE FINGER TIGHT AND 1/2" WRENCH TIGHT JUST PRIOR TO COVERING THE WALL FRAMING. CONNECTOR BOLTS INTO WOOD FRAMING REQUIRE STEEL PLATE WASHERS IN ACCORDANCE WITH TABLE 2305.5 OF LA BUILDING CODE.
11. ROOF DIAPHRAGM NAILING TO BE INSPECTED BEFORE COVERING. GRAIN OF PLYWOOD SHALL BE PERPENDICULAR TO SUPPORTS. FLOOR SHALL HAVE TONGUE AND GROOVE OR BLOCKED PANEL EDGES. PLYWOOD SPANS SHALL CONFORM WITH TABLE 2304.7.
12. FOR NOTCH OR BORING IN STUDS OR TOP PLATES. SEE 9
SD2 & 9
SD2 & 12
SD2
13. FOR CEILING JOIST SCHEDULE SEE 1
SD2

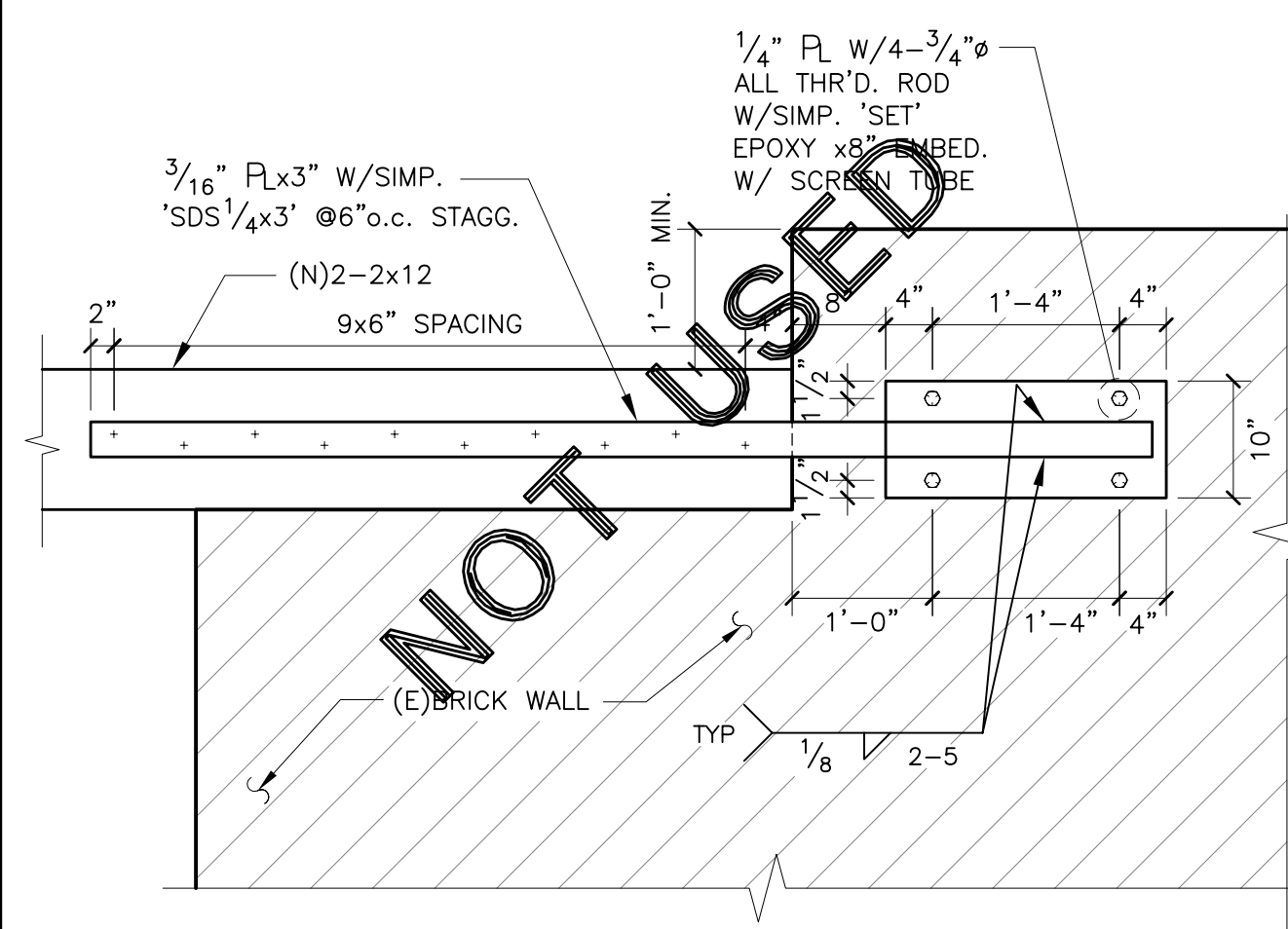
CONTRACTOR NOTE:
ANY DISCREPANCIES BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS AND/OR FIELD CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER OF RECORD PRIOR TO SUBMITTAL OF BID AND CONSTRUCTION. ANY DISCREPANCIES BETWEEN DRAWINGS THAT RESULT IN ADDITIONAL COST AFTER THE BID SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO REVIEW DRAWINGS CAREFULLY DURING THE BID PROCESS. DO NOT PROCEED WITH ANY WORK UNTIL DISCREPANCY OR ANY OUTSTANDING ITEMS AND/OR QUESTIONS ARE RESOLVED.



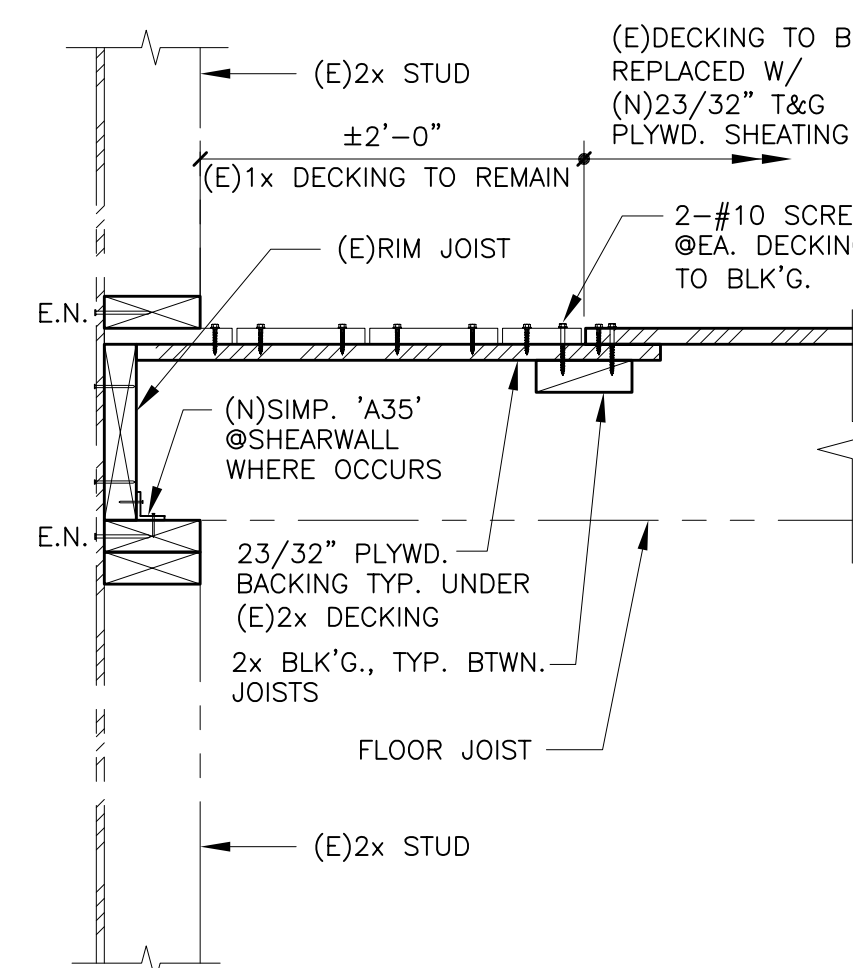
SCALE: N.T.S



SCALE: 1/4"=1'-0"



SCALE	2
3/4"=1'-0"	



SCALE	1
1" = 1' - 0"	



PROJECT NAME

RESIDENTIAL REMODEL

436 VIA LIDO NORD
NEWPORT BEACH, CA, 92663

PROJECT TEAM

PRINCIPAL IN CHARGE	AW
PROJECT MANAGER	SB
DRAWN BY	JK

REVISIONS

[illegible]

SHEET TITLE

FLOOR & ROOF FRAMING PLAN

PROJECT NO. _____

WA 012.0064

ISSUE DATE	06.14.12
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S3

