EXHIBIT C
CILKER APARTMENTS, LLC,  

Plaintiff,  

vs.  

WESTERN NATIONAL CONSTRUCTION,  
MCLARAND, VASQUEZ & PARTNERS, INC., GROUP M ENGINEERS, GENTRY ASSOCIATES CONSTRUCTION CONSULTANTS, LARCO INDUSTRIES, FITCH PLASTERING, COURTNEY WATERPROOFING, CELL-CRETE CORPORATION, LOS NIEFOS CONSTRUCTION, MADERA FRAMING, KELLY DOOR, TARA COATINGS, LDI, ADM PAINTING, ALLIANCE BUILDING PRODUCT, JOS. J. ALBANESE, ANDERSON TRUSS, CALIFORNIA CLASSIC PAVERS, CASEY-FOGIL CONCRETE CONTRACTORS, COMMERCIAL ROOF MANAGEMENT, DAVEY ROOFING, INC., DIMETRIUS PAINTING II, INC., DOORWAY MFG., LANDSCAPE PROS, MULTI-BUILDING STRUCTURES, PARK WEST, PYRAMID BUILDERS, ROBECKS WELDING & FABRICATION, RYLOCK COMPANY, SUMMIT WINDOW & PATIO DOOR, AMPAM PARKS MECHANICAL, CALIFORNIA CLASSIC PAVER DESIGNS, INC., JELD-WEN, INC. DBA SUMMIT WINDOW & PATIO DOOR, MCLARAND VASQUEZ ENSIÉK & PARTNERS, INC., CAPITAL DRYWALL, INC., MVE &
PARTNERS, INC., MVE + PARTNERS, INC., AMPAM LDJ MECHANICAL, INC.,
EASTERN LANDSCAPE COMPANY, INC.,
PACIFIC COAST BUILDING PRODUCTS
DBA ANDERSON TRUSS, COURTNEY,
INC., ROUNDS & BROKER, INC., dba
MADERA CONSTRUCTION and DOES 1-
100, inclusive,

Defendants.

COMES NOW Plaintiff CILKER APARTMENTS, LLC and for causes of action against
Defendants and each of them, complain and allege as follows:

1. Plaintiff CILKER APARTMENTS, LLC ("Plaintiff") is a limited liability company
operating in the County of Santa Clara and is the owner of the real property and improvements
commonly known as One Pearl Place Apartments, One Pearl Place, San Jose, California
(hereinafter the "PROPERTY" or the "PROJECT"). The PROJECT consists of approximately
182 residential apartment units and other improvements including but not limited to a
recreationleasing center. Plaintiff is the legal holder of all rights, claims, causes of action and
interests pertaining to the PROPERTY including all rights, claims, causes of action and interests
of Cilker Orchards.

2. Plaintiff is informed and believes, and based thereon alleges that at all times herein
mentioned, Defendant WESTERN NATIONAL CONSTRUCTION (hereinafter "WNC") was a
California Corporation based in Orange County, but doing business in the County of Santa Clara,
California. Plaintiff entered into a written agreement with WNC pertaining to the construction of
the PROJECT.

3. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant MCLARAND, VASQUEZ & PARTNERS, INC. (hereinafter
"MV&P") whose true business form and entity is unknown, was an architectural firm doing
business in the County of Santa Clara, California. Plaintiff entered into a written agreement with
MV&P pertaining to the design and construction of the PROJECT.

4. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant GROUP M ENGINEERS (hereinafter "GROUP M"), whose true
business form and entity is unknown, was an engineering firm doing business in the County of
Santa Clara, California.

5. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant GENTRY ASSOCIATES CONSTRUCTION CONSULTANTS
("GENTRY") whose true business form and entity is unknown, was doing business in the County
of Santa Clara, California. Plaintiff entered into an agreement with GENTRY pertaining to the
design and/or construction of the PROJECT.

6. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant LARCO INDUSTRIES ("LARCO") whose true business form and
entity is unknown, was doing business in the County of Santa Clara, California. WNC entered
into a written subcontract agreement with LARCO pertaining to the construction of the PROJECT
on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due
consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under
the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses
of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or
indirectly connected with the PROJECT.

7. Plaintiff is informed and believes, and based upon thereon alleges that at all times:
herein mentioned, Defendant FITCH PLASTERING ("FITCH") was a California Corporation,
doing business in the County of Santa Clara, California. WNC entered into a written subcontract
agreement with FITCH pertaining to the construction of the PROJECT on behalf of Plaintiff. In
said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend,
indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against
any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including
attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected
with the PROJECT.

8. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant COURTNEY WATERPROOFING ("COURTNEY") was a
California Corporation, doing business in the County of Santa Clara, California. WNC entered
into a written subcontract agreement with COURTNEY pertaining to the construction of the
PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed
to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent
possible under the law from and against any and all loss, damages, liability, claims, demands,
costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any
manner directly or indirectly connected with the PROJECT.

9. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant CELL CRETE was a California Corporation, doing business in the
County of Santa Clara, California. WNC entered into a written subcontract agreement with CELL
CRETE pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written
subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify
and save Plaintiff harmless to the fullest extent possible under the law from and against any and all
loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys'
fees and expert fees, arising out of or in any manner directly or indirectly connected with the
PROJECT.

10. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant LOS NIETOS CONSTRUCTION ("LOS NIETOS"), whose true
business form and entity is unknown, was doing business in the County of Santa Clara, California.
WNC entered into a written subcontract agreement with LOS NIETOS pertaining to the
construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said
subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to
the fullest extent possible under the law from and against any and all loss, damages, liability,
claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising
out of or in any manner directly or indirectly connected with the PROJECT.

11. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant MADERA FRAMING ("MADERA"), whose true business form and
dentity is unknown, was doing business in the County of Santa Clara, California. WNC entered
into a written subcontract agreement with MADERA pertaining to the construction of the
PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

12. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant KELLY DOOR whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with KELLY DOOR pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

13. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant TARA COATINGS ("TARA") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with TARA pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

14. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant LDI whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with LDI pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend,
1. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant ALLIANCE BUILDING PRODUCTS (hereinafter "ALLIANCE") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with ALLIANCE pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

15. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant ALLIANCE BUILDING PRODUCTS (hereinafter "ALLIANCE") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with ALLIANCE pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

16. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant JOS. I. ALBANESE (hereinafter "JIA") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with JIA pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

17. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant ANDERSON TRUSS (hereinafter "ANDERSON") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with ANDERSON pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to
the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

18. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant CALIFORNIA CLASSIC PAVERS (hereinafter "CALIFORNIA CLASSIC") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with CALIFORNIA CLASSIC pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

19. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant CASEY-FOGLI CONCRETE CONTRACTORS (hereinafter "CASEY-FOGLI") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with CASEY-FOGLI pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

20. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant CENTRAL COAST StAIRS whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with CENTRAL COAST STAIRS pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor
1. agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.  

21. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant COMMERCIAL ROOF MANAGEMENT (hereinafter "CRM") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with CRM pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.  

22. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant DAVEY ROOFING, INC. (hereinafter "DAVEY") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with DAVEY pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.  

23. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant DIMITRIUS PAINTING, II (hereinafter "DIMITRIUS") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with DIMITRIUS pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.  

24. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant DIMITRIUS PAINTING, II (hereinafter "DIMITRIUS") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with DIMITRIUS pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.
harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

24. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant DOORWAY, MFG. (hereinafter "DOORWAY") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with DOORWAY pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

25. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant LANDSCAPE PROS (hereinafter "LANDSCAPE") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with LANDSCAPE pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

26. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant MULTI-BUILDING STRUCTURES (hereinafter "MBS") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with MBS pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability,
claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

27. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant PARK WEST, whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with PARK WEST pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

28. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant PYRAMID BUILDERS (hereinafter "PYRAMID") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with PYRAMID pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

29. Plaintiff is informed and believes, and based upon thereon alleges that at all times herein mentioned, Defendant ROBECKS WELDING & FABRICATION (hereinafter "ROBECKS") whose true business form and entity is unknown, was doing business in the County of Santa Clara, California. WNC entered into a written subcontract agreement with ROBECKS pertaining to the construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss,
damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and
expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

30. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant RYLOCK COMPANY (hereinafter "RYLOCK"). whose true
business form and entity is unknown, was doing business in the County of Santa Clara, California.
WNC entered into a written subcontract agreement with RYLOCK pertaining to the construc-

tion of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said subcontractor
agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest
extent possible under the law, from and against any and all loss, damages, liability, claims,
demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of
or in any manner directly or indirectly connected with the PROJECT.

31. Plaintiff is informed and believes, and based upon thereon alleges that at all times
herein mentioned, Defendant SUMMIT WINDOW & PATIO DOOR (hereinafter "SUMMIT")
whose true business form and entity is unknown, was doing business in the County of Santa Clara,
California. WNC entered into a written subcontract agreement with SUMMIT pertaining to the
construction of the PROJECT on behalf of Plaintiff. In said written subcontract agreement, said
subcontractor agreed to, for due consideration, to defend, indemnify and save Plaintiff harmless to
the fullest extent possible under the law, from and against any and all loss, damages, liability,
claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising
out of or in any manner directly or indirectly connected with the PROJECT.

32. On or about May 9, 2014, Plaintiff caused to be filed in the Santa Clara Superior
Court "Plaintiff Cilker Apartments, LLC's First Doe Amendment To Complaint For Damages",

identifying an additional defendant, then designated as DOE 1, as follows:

<table>
<thead>
<tr>
<th>Fictitious Name</th>
<th>True Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doe 1</td>
<td>AMPAM Parks Mechanical</td>
</tr>
</tbody>
</table>

33. On or about August 27, 2014, Plaintiff caused to be filed in the Santa Clara
Superior Court "Plaintiff Cilker Apartments, LLC's Second Doe Amendment To Complaint For
Damages", identifying additional defendants, then designated as DOEs 2-3 as follows:

SECOND AMENDED COMPLAINT FOR DAMAGES
<table>
<thead>
<tr>
<th>Fictitious Name</th>
<th>True Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doe 2</td>
<td>California Classic Pavers/Design, Inc.</td>
</tr>
<tr>
<td>Doe 3</td>
<td>Jeld-Wen, Inc. dba Summit Window &amp; Patio Door</td>
</tr>
</tbody>
</table>

34. On or about April 9, 2015, Plaintiff caused to be filed in the Santa Clara Superior Court "Plaintiff Cilker Apartments, LLC's Third Doe Amendment To Complaint For Damages" identifying additional defendants, then designated as DOE's 4-5 as follows:

<table>
<thead>
<tr>
<th>Fictitious Name</th>
<th>True Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doe 4</td>
<td>McLarand Vasquez Einsick &amp; Partners, Inc.</td>
</tr>
<tr>
<td>Doe 5</td>
<td>Capital Drywall, Inc.</td>
</tr>
</tbody>
</table>

35. On or about May 11, 2015, Plaintiff caused to be filed in the Santa Clara Superior Court "Plaintiff Cilker Apartments, LLC's Third Doe Amendment To Complaint For Damages" identifying additional defendants, then designated as DOE's 6-9 as follows:

<table>
<thead>
<tr>
<th>Fictitious Name</th>
<th>True Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doe 6</td>
<td>MVE &amp; Partners Inc.</td>
</tr>
<tr>
<td>Doe 7</td>
<td>MVE + Partners, Inc.</td>
</tr>
<tr>
<td>Doe 8</td>
<td>AMPAM LDI Mechanical Inc.</td>
</tr>
<tr>
<td>Doe 9</td>
<td>Eastern Landscape Company, Inc.</td>
</tr>
</tbody>
</table>

36. On or about July 22, 2015, Plaintiff caused to be filed in the Santa Clara Superior Court "Plaintiff Cilker Apartments, LLC's Third Doe Amendment To Complaint For Damages" identifying an additional defendant, then designated as DOE 10 as follows:

<table>
<thead>
<tr>
<th>Fictitious Name</th>
<th>True Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doe 10</td>
<td>Pacific Coast Building Products dba Anderson Truss</td>
</tr>
</tbody>
</table>

37. Defendants, AMPAM PARKS MECHANICAL (Doe 1), CALIFORNIA CLASSIC PAVERS DESIGN, INC. (Doe 2), JELD-WEN, INC. DBA SUMMIT WINDOW & PATIO DOOR (Doe 3), CAPITAL DRYWALL, INC. (Doe 5), AMPAM LDI MECHANICAL INC. (Doe 8), EASTERN LANDSCAPE COMPANY, INC. (Doe 9), AND PACIFIC COAST BUILDING SECOND AMENDED COMPLAINT FOR DAMAGES
PRODUCTS DBA ANDERSON TRUSS (Doc. 10) are named as Defendants herein in the caption of this Second Amended Complaint. Each named defendant was involved in the construction of the PROJECT, and provided design, labor, and/or materials to the PROJECT for this purpose. Each of these Defendants entered into a written subcontract agreement with WNC on behalf of Plaintiff pertaining to the PROJECT. In said written subcontract agreement and for due consideration, said subcontractors agreed to (among other commitments) defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims, demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of or in any manner directly or indirectly connected with the PROJECT.

38. Defendants MCLARAND VASQUEZ EMSIEK & PARTNERS, INC. (Doe 4), MVE & PARTNERS, INC. (Doe 6), and MVE + PARTNERS, INC. (Doe 7) (hereinafter collectively: "MVE"), are named as Defendants herein in the caption of this Second Amended Complaint. At all relevant times, MVE shared a unity of interest with Defendant MV&P, such that any individuality and separateness between MVE and MV&P have ceased, and MVE is the alter-ego of MV&P. The work performed by MVE and MV&P with respect to the PROJECT was undertaken as a united company, and each entity performed the services required under the written contractual agreement entered into between MV&P and Plaintiff.

39. At all relevant times, MVE acted as an agent, successor, assignee, alter-ego and/or joint-venturer of MV&P, and in doing the things alleged herein, acted within the course and scope of such agency, succession, assignment, alter-ego and furtherance of the joint venture. These actions include, but are not limited to, assuming, performing, executing, completing, and carrying out, the contractual obligations, duties, responsibilities, requirements and liabilities contained in the written contractual agreement, and associated change orders, addenda, RFPs, and written requests, entered into between MV&P and Plaintiff with respect to the PROJECT.

40. Specifically, at all times relevant here to, a unity of interests between MVE and MV&P is demonstrated by certain facts, including, but not limited to: (1) both MV&P and MVE were located in the same offices located at 1900 Main Street, Irvine, California 92614 and 350.
Frank H. Ogawa Plaza; Suite 100, Oakland, California 94612; (2) Both MV&P and MVE provided its employees, resources, advice and professional services to Plaintiffs and WNC, Group M and others concerning the PROJECT including but not limited to architects Ernesto Vasquez, Gary Fenman and Loren Gachen, and MVE responded to inquiries and questions concerning professional services at the PROJECT without identifying themselves or itself as a separate entity from MV&P, (3) MVE corresponded to Plaintiff in the name of MVE and provided its professional approval of modifications to the construction documents, site observation and other services under that corporate form MVE, (4) MVE utilized the physical and intellectual property of MV&P in the providing of services to the PROJECT, (5) The agent for service of process of both MV&P and MVE is Carl McFarland, and (3) The president of both MV&P and MVE is Carl McFarland. Discovery into the interworking of MV&P and MVE is ongoing and Plaintiff will seek leave of the Court to alleged additional facts as they are discovered in this litigation.

41. At all relevant times, MVE was the alter-ego of MV&P, and there was such a unity of interest and ownership that the individuality or separateness of MV&P and MVE has ceased during the pendency of the PROJECT, and the facts are such that an adherence to the fiction of the separate existence of these entities would under the particular circumstances, sanction a fraud and promote injustice.

42. On July 1, 2015, counsel for Plaintiff filed a Certificate of Merit pursuant to Code of Civil Procedure §411.35 with respect to the MVE Defendants. Attached hereto as Exhibit "A" is a true and correct copy of this Certificate and the accompanying proof of service.

43. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as Does 1-100, and therefore sues said Defendants by these fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants is in some manner responsible for the injury and damage to Plaintiff alleged herein.

44. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants were the agents, servants and employees of their co-defendants and in
doing the things hereinafter mentioned, were acting in the course and scope of their authority as
agents, servants, and employees with the permission and consent of their co-defendants.

45. In or about July 1, 2000, Plaintiff entered into a written contract with WNC to
construct the subject apartment PROJECT. The PROJECT began sometime after execution of the
written contract and continued until all work was completed in or about 2004.

46. Plaintiff is informed and believes, and based upon thereon alleges that Defendants
identified in paragraphs 2 through 40 above were subcontractors or others who performed
construction or design work on the PROJECT.

47. Within the one year prior to the filing of this complaint Plaintiff discovered
construction defects at the PROJECT in areas where each of the defendants set forth herein
performed work, labor, design or architectural services. The areas impacted by defects include,
but are not limited to:

a. Exterior decks;

b. Exterior walkways;

c. Breezeways;

d. Elevated Courtyards and pathways;

e. Podium level planters

f. Structural Components

g. Doors, doorways and door thresholds;

h. Concrete;

i. Sutcco and exterior building elevations;

j. Wood framing;

k. Waterproofing;

l. Windows;

m. Railings;

n. Roofing;

o. Plumbing/storm drainage;

p. Sheet metal flashings.
q. Mechanical/flashing; and,

r. Miscellaneous steel and structural steel.

48. The nature of the defects are such that they were not reasonably apparent or
discoverable by Plaintiff until within the statutory period. Investigation of the full nature and
extent of the defects is continuing.

FIRST CAUSE OF ACTION

[Breach of Contract Against All Defendants and DOES 1-100]

49. Plaintiff refers to the allegations in the preceding paragraphs and incorporates
them herein by reference as though set forth in full.

50. The Contract utilized by Plaintiff and Defendant WNC contained an express
agreement to complete the PROJECT in a good and workmanlike manner and in legal compliance.
The same was true for all subcontracts between WNC and each of its subcontractors each of which
identifies Plaintiff as an intended third party beneficiary. The subcontracts for each of the
remaining subcontract defendants incorporated these agreements and provisions and/or expressly
set forth said agreements and provisions.

51. The Contract utilized by Plaintiff and Defendant MV&P contained an express
agreement to design and manage the PROJECT in a good and workmanlike manner and in legal
compliance. As alleged in paragraphs 38-41 above, MV&P was the agent, successor, assignee,
alter-ego and/or joint-venturer of MV&P, and as a result, assumed, performed, executed,
completed, and carried out, the contractual obligations, duties, responsibilities, requirements and
liabilities contained in the written contractual agreement, and associated change orders, addenda,
RFIs, and written requests, entered into between MV&P and Plaintiff with respect to the
PROJECT.

52. The Contract utilized by or on behalf of Plaintiff and Defendant GROUP M
contained an express agreement to design and manage the PROJECT in a good and workmanlike
manner and in legal compliance.

///

///

SECOND AMENDED COMPLAINT FOR DAMAGES
The Contracts were breached by Defendants by virtue of the existence of and various latent construction deficiencies as described inter alia in Code of Civil Procedure sections 337.15.

Plaintiff has performed all acts, conditions and covenants required by the Contracts, except as excused by the acts or omissions of Defendants, and each of them.

As a direct and proximate result of the breach by Defendants, Plaintiff has suffered damages, which includes but is not limited to: Being required to seek the employ of design professionals and contractors to perform repair/remediation work on the PROJECT; denial of the use and rent of the PROJECT; being required to seek the employ of a forensic construction consultant to investigate the construction defects on the PROJECT in order to establish the defective construction practices in the construction of the PROJECT and the incurrence of attorney's fees and costs, which are ongoing.

The Contracts between Plaintiff and Defendants, and each of them, contained a provision allowing the prevailing party in any proceeding arising out of the agreement to recover their reasonable attorneys' fees and costs.

As a proximate result of Defendants' breach of contract as set forth above, Plaintiff has suffered damages in an amount exceeding the minimal jurisdictional amount of this Court to be shown according to proof at trial but including, and not limited to, the cost of repairing and replacing the defective materials and workmanship, testing and investigation of such defective materials and workmanship, lost rents and income, diminution of fair market value, and legal and professional costs, as well as other incidental and consequential damages.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as hereinafter set forth:

SECOND CAUSE OF ACTION

[Breach of Implied Warranty Against All Defendants and DOES 1-100, Not including MV&P, MVE, and GROUP M Defendants]

Plaintiff refers to the allegations in the preceding paragraphs and incorporates them herein by reference as though set forth in full.
59. Defendants, and each of them, impliedly warranted that the PROJECT would be constructed in a skillful manner so as to be reasonably fit for its intended purpose as an apartment complex.

60. Plaintiff relied on this implied warranty and believed in good faith that the PROJECT was of merchantable quality.

61. In or about December 2013, Plaintiff first learned that the PROJECT was not properly constructed when notified by a forensic construction consultant of its analysis of the PROJECT.

62. Defendants breached the implied warranty in that the PROJECT was constructed with construction defects including, but not limited to, those defects as set forth in Paragraph 47 above. The discovered defects have resulted in consequential property damage which needs to be repaired.

63. As a proximate result of Defendants' breach of warranty as set forth above, Plaintiff has suffered damages in an amount exceeding the minimal jurisdictional amount of this Court to be shown according to proof at trial but including, and not limited to, the cost of repairing and replacing the defective materials and workmanship, testing and investigation of such defective materials and workmanship, lost rents and income, diminution of fair market value, and legal and professional costs; as well as other incidental and consequential damages.

64. Plaintiff has given notice to Defendants of the defects in construction as determined to date by Plaintiff's forensic construction consultant.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as hereinafter set forth.

THIRD CAUSE OF ACTION

[Breach of Express Warranty Against All Defendants and DOES 1-100, Not including MV&P, MVE and GROUP M, Defendants]

65. Plaintiff refers to the allegations in the preceding paragraphs and incorporates them herein by reference as though set forth in full.
Defendants expressly warranted that the PROJECT they constructed would be free from defects.

Plaintiff relied on this express warranty and believed in good faith that the PROJECT would be free from defects.

In or about December 2013, when Plaintiff was notified of the forensic consultant's initial analysis of the work done on the PROJECT, Plaintiff learned that the PROJECT had not been properly constructed.

Defendants breached the express warranty as the PROJECT was constructed with construction defects including, but not limited to, those defects as set forth in Paragraph 47 above.

The discovered defects have resulted in consequential property damage which needs to be repaired.

As a proximate result of Defendants' breach of warranty as set forth above, Plaintiff has suffered damages in an amount exceeding the minimal jurisdictional amount of this Court to be shown according to proof at trial but including, and not limited to, the cost of repairing and replacing the defective materials and workmanship, testing and investigation of such defective materials and workmanship, lost rents and income, diminution of fair market value, and legal and professional costs, as well as other incidental and consequential damages.

Plaintiff has given notice to Defendants of the defects in construction as determined to date by Plaintiff's forensic construction consultant.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as hereinafter set forth.

FOURTH CAUSE OF ACTION

[Negligence Against All Defendants and DOES 1-100]

Plaintiff refers to the allegations in the preceding paragraphs and incorporates them herein by reference as though set forth in full.

Defendants had a duty to exercise reasonable care in the design, management, and/or construction of the PROJECT. Attached hereto as Exhibit "B" is a true and correct copy...
of the Certificate of Merit filed by Plaintiff’s prior counsel of record as provided by Code of Civil
Procedure.

74. Defendants breached their duty of care in failing to assure the PROJECT was
designed, managed and/or built correctly, and according to specifications and industry standards.
75. Defendants breached their duties to exercise reasonable care in the design,
management and/or construction of the PROJECT as the work on the PROJECT is defectively
constructed, as set forth above.

76. As a proximate result of Defendants' negligence as set forth above, Plaintiff has
suffered damages in an amount exceeding the minimal jurisdictional amount of this Court to be
shown according to proof at trial but including, and not limited to, the cost of repairing and
replacing the defective materials and workmanship; testing and investigation of such defective
materials and workmanship, lost rents and income, diminution of fair market value, and legal and
professional costs, as well as other incidental and consequential damages.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
hereinafter set forth.

FIFTH CAUSE OF ACTION

[Strict Liability Against All Defendants and DOES 1-100, Not including MV&P, MVE and
GROUP M Defendants]

77. Plaintiff refers to the allegations in the preceding paragraphs and incorporates them
herein by reference as though set forth in full.

78. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
hereto Defendants, and each of them, were in the business of designing, manufacturing,
distributing, constructing, assembling, fabricating, selling, providing, testing, supplying and
producing multi-family apartment structures, buildings, building products, components, parts, and
appurtenant structures for sale to and use by, members of the general public, including, but not
limited to, those products and materials used in the construction of the PROJECT.

79. Defendants, and each of them, designed, manufactured, distributed, constructed,
assembled, fabricated, sold, provided, tested, distributed, supplied and produced multi-family.
apartment structures, buildings, building products, components, parts, and appurtenant structures for the PROJECT. Said Defendants knew, or had reason to know, that Plaintiff and others would rely on the skill, expertise and judgment of Defendants for the design, manufacture, distribution, construction, assembly, fabrication and production of the PROJECT and that said products would be used without inspection by Plaintiff for defects and/or that defects would not be apparent with reasonable inspection.

80. Said products were unfit and unsafe for their intended use, and could and have caused physical damage to the Plaintiff's PROJECT, as a result of said unfitness.

81. Plaintiff have used said products in a reasonably foreseeable manner without knowing of the unsafe and defective nature of said product. Said defects were latent but existed in said products at the time they were delivered to and constructed within the PROJECT.

82. As a proximate result of Defendants' breach as set forth above, Plaintiff has suffered damages in an amount exceeding the minimal jurisdictional amount of this Court to be shown according to proof at trial but including, and not limited to, the cost of repairing and replacing the defective materials and workmanship, testing and investigation of such defective materials and workmanship, lost rents and income, diminution of fair market value, and legal and professional costs, as well as other incidental and consequential damages.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as hereinafter set forth.

SIXTH CAUSE OF ACTION

[Express Contractual Indemnity against ALL Defendants and DOES 1 through 100, inclusive]

83. Plaintiff refers to the allegations in the preceding paragraphs and incorporates the same herein by reference as though set forth in full.

84. Plaintiff entered into written contracts with Defendants, and each of them, either directly or as a third party beneficiary through the express agents of the Plaintiff, whereby each Defendant agreed, for due consideration, to defend, indemnify and save Plaintiff harmless to the fullest extent possible under the law from and against any and all loss, damages, liability, claims,
demands, costs, and expenses of any kind, including attorneys' fees and expert fees, arising out of
or in any manner directly or indirectly connected with the PROJECT, any default by Defendants,
any act or omission of Defendants or Defendants' agents or employees and regardless of any active
or passive fault or action on the part of Plaintiff and its agents and representatives, excepting any
such matters solely and exclusively caused by the sole negligence or willful misconduct of
Plaintiff:

85. Defendants further agreed to defend, indemnify and save WNC harmless to the
fullest extent possible under the law as to any and all claims, liability, loss, damage, costs,
including reasonable attorneys' fees, awards, fines or judgments arising by reason of any
obligation or indemnity which WNC has to Plaintiff and Plaintiff's agents and representatives.

86. Defendants, and each of their, indemnification and hold harmless agreements
included the immediate duty to defend Plaintiff, WNC, and their agents and representatives as to
claims and demands made against them.

87. Plaintiff has fully performed all the conditions and obligations on its part required
under each of the said agreements.

88. Defendants, and each of them, are required to hold harmless, defend and indemnify
Plaintiff with regard to the losses, damages and claims arising out of or related to their work, the
PROJECT and all matters related thereto. And, as a result of the negligence, breach of contract,
fault, or legal responsibility of Defendants, and each of them, as hereinabove alleged, Plaintiffs
have been required and have expended, or may be required to and will expend, substantial
amounts in repairing, mitigating, investigating and responding to and defending against the
complaints of Plaintiff's tenants and residents at the PROJECT and in other matters according to
proof.

89. Plaintiff is entitled to be fully reimbursed, to be defended and to be indemnified
and held safe and harmless by Defendants, and each of them, for all otherwise recoverable fees,
expenses, costs, consultant fees, expert fees, and attorneys' fees, incurred in connection with this
suit, as well as all damages resulting from Defendants' breach of their contractual responsibilities,
90. By this Complaint, and although not legally required to do so, Plaintiffs hereby tender its defense and indemnification to Defendants, and each of them, and demands that Defendants immediately defend, indemnify, and hold Plaintiffs harmless as to all claims and damages as fully required by the written agreements between them and as alleged herein.

SEVENTH CAUSE OF ACTION.

[Breach of Third Party Beneficiary Contract against ALL Defendants and DOES 1 through 100, inclusive, Not including Defendants WNC, MV&P and MVE]

91. Plaintiff refers to the allegations in the preceding paragraphs and incorporates them herein by reference as though set forth in full.

92. Plaintiff is informed and believes, and thereon alleges that Subcontractor Defendants, and each of them, entered into written contracts with WNC pursuant to which the Subcontractor Defendants agreed to perform work of improvement at the PROJECT. These contracts were made for the benefit of Plaintiff.

93. Plaintiff is informed and believes, and thereon alleges that Subcontractor Defendants breached said contracts with WNC in that they failed to perform their scopes of work in a workmanlike manner and in accordance with the plans and specifications and applicable building codes.

94. Plaintiff is informed and believes, and thereon alleges that Defendant GROUP M entered into written contracts with MV&P pursuant to which the GROUP M Defendants agreed to perform professional structural and other civil engineering work for the PROJECT. This contract was made for the benefit of Plaintiff.

95. Plaintiff is informed and believes, and thereon alleges that, as a direct and proximate result of the foregoing breach of the third party beneficiary contracts, and the actions and/or omissions of the said Defendants, and each of them, Plaintiff has suffered damages in an amount exceeding the minimal jurisdictional amount of this Court to be shown according to proof at trial but including, and not limited to, the cost of repairing and replacing the defective materials and workmanship, testing and investigation of such defective materials and workmanship, lost
rents and income, diminution of fair market value, and legal and professional costs, as well as
other incidental and consequential damages.

96. Plaintiff is informed and believes, and thereon alleges that, as a further direct and
proximate result of the breach of third party beneficiary contracts by the said Defendants, and each
of them, the interest of Plaintiff in the PROJECT and the value thereof has been reduced and
diminished in an amount presently unknown but will be established at the time of trial, according
to proof.

97. Plaintiff is informed and believes and thereon alleges that, as a further direct and
proximate result of the breach of third party beneficiary contracts by the said Defendants, and each
of them, the residents of the PROJECT have sustained damage to the interior portions of their
dwelling units and sustained loss of use and enjoyment of their dwelling units in an amount
presently unknown but will be established at the time of trial; according to proof:

PRAYER

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

1. For general, special and compensatory damages and for consequential damages
according to proof;

2. For all investigative and testing costs including expert and consultant fees and
expenses;

3. For past and future costs of repair;

4. For indemnity/compensatory damages according to proof;

5. For an order of the court determining the rights of Plaintiffs to express contractual
indemnity from the Defendants contained in the Sixth Cause of Action;

6. For declaratory judgment that Defendants, and each of them, must defend,
indemnify and hold harmless Plaintiff from all damages, judgments, settlements and for costs,
expenditures, attorneys' fees, and other damages incurred in defending the damage claims at the
PROJECT and in prosecuting this complaint and other claims and damages at the PROJECT;
7. For attorneys' fees and costs of suit as allowable by law and the contracts between
the parties;
8. For pre-judgment and post-judgment interest at the legal rate of interest;
9. For such other and further relief as the Court may deem just and proper.

Dated: September 25, 2015

ROBINSON & WOOD, INC.

By:

JON B. ZIMMERMAN
GREGORY B. COHEN
Attorneys for Plaintiff, CILKER APARTMENTS, LLC
E-FILED

Jul 1, 2015 2:10 PM

David H. Yamashita
Chief Executive Officer/Clerk
Superior Court of CA, County of Santa Clara
Case #1-13-CV-258281 Filing #G-74237
By G. Duisief, Deputy

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5 Attorneys for Plaintiff, CILKER
6 APARTMENTS, LLC
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA
10
11 CILKER APARTMENTS, LLC;
12
13 vs.
14 WESTERN NATIONAL CONSTRUCTION,
MCLARLAND, VARQUEZ & PARTNERS,
GROUP M ENGINEERS, GENTRY
ASSOCIATES CONSTRUCTION
16 CONSULTANTS, LARCO INDUSTRIES,
FITCH PLASTERING, COURTNEY
17 WATERPROOFING, CELL CRETE, LOS
NIETOS CONSTRUCTION, MADERA
18 FRAMING, KELLEY DOOR, TARA
COATINGS, LDI, and DOES 1-100,
inclusive,
19
20 Defendant.
21
22 AND RELATED CROSS-ACTIONS
23
24
25 I, Jon B. Zimmerman, declare as follows:
26
1. I am an attorney duly admitted to practice before this Court. I am a shareholder of
27 Robinson & Wood, Inc., attorneys of record for Plaintiff, CILKER APARTMENTS, LLC
28 (hereinafter "Cilker"). I have personal knowledge of the facts set forth herein, except as to those:

PLAINTIFF CILKER APARTMENTS, LLC'S CERTIFICATE OF MERIT REGARDING ARCHITECTURAL DESIGN ISSUES PURSUANT TO CCP §411.35.
stated on information and belief and, as to those, I am informed and believe them to be true. If
called as a witness, I could and would competently testify to the matters stated herein.

2. I have reviewed the facts of this case and have consulted with and received an
opinion from an architectural expert with a license to practice, and who practices in the State of
California, regarding the work of MCLARAND-VASQUES ZEMSIEK & PARTNERS, INC., and
its successor entities MVE & PARTNERS, INC., and MVE+ PARTNERS, INC. (collectively the
"MVEP entities"), the architectural firm that provided design services for the residential property
and improvements thereon owned by CILKER, which is located at OnePear Place in San
Jose, California, and which consists of 182 residential units and other improvements.

3. The architectural expert with whom I have consulted practices in the same
discipline as the MVEP entities, and I reasonably believe this architectural expert is
knowledgeable in the relevant issues involved in this action, and has reviewed plans and other
documents as they relate to this litigation.

4. I have concluded on the basis of my review and consultation with the aforesaid
architectural expert that there is reasonable and meritorious cause for the filing and service of this
action as against these MVEP entities.

5. The architectural expert who was consulted by me is not a party to this action; and
has rendered an opinion that the MVEP entities were negligent in the performance of the
applicable professional services and may have contributed to the damages incurred by CILKER in
this action.

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

Executed June 29, 2015, at San Jose, California.

[Signature]

Jon B. Zimmerman
THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

CILKER APARTMENTS, LLC, Plaintiff,

Plaintiff.

Cilker Apartments, LLC v. Western National Construction, et al.

Lead Case No. 1-13-CV-258281.

Hon. Peter Kitwan

WESTERN NATIONAL CONSTRUCTION; MCCLAND; VARQUEZ & PARTNERS; GROUP M ENGINEERS; GENTRY ASSOCIATES CONSTRUCTION CONSULTANTS; LARCO INDUSTRIES; FITCH PLASTERING; COURTNEY WATERPROOFING; CELF CRETE; LOS NIETOS CONSTRUCTION; MADERA FRAMING; KELLY DOOR; TARA COATINGS; LDL; and DOES 1-100.
Inclusive, Defendants.

PROOF OF SERVICE
Electronic Proof of Service

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

I am over the age of 18 and not a party to the within action; my business address is 2915 McClure Street, Oakland, CA 94609.

The documents described on page 2 of this Electronic Proof of Service were submitted via the worldwide web on Wed, July 1, 2015 at 1:50 PM PDT and served by electronic mail notification.

I have reviewed the Court's Order Concerning Electronic Filing and Service of Pleading Documents and am readily familiar with the contents of said Order. Under the terms of said Order, I certify the above-described document's electronic service in the following manner:

The document was electronically filed on the Court's website, http://www.scocourts.org, on Wed, July 1, 2015 at 1:50 PM PDT.

Upon approval of the document by the Court, an electronic mail message was transmitted to all parties on the electronic service list maintained for this case. The message identified the document and provided instructions for accessing the document on the worldwide web.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 1, 2015 at Oakland, California.

Dated: July 1, 2015

For WWW.SCEFILING.ORG

- Andy Jamieson
Document(s) submitted by Jon Zimmerman of Robinson & Wood, Inc. on Wed. July 1, 2015 at 1:56 PM PDT

1. Certificate of Merit: Plaintiff Citron Apartments, LLC's Certificate of Merit Regarding Architectural Design Issues Pursuant to CCP 411.35

Electronic Proof of Service
Page 2
Exhibit B
RONALD J. COOK—SBN 121398
WILLOUGHBY, STUART & BENING
50 W. San Fernando Street, Suite 400
San Jose, California 95113
Telephone: (408) 289-1972
Facsimile: (408) 295-6375

Attorneys for Plaintiff

CILKER APARTMENTS, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

CILKER APARTMENTS, LLC,

Plaintiff

vs.

WESTERN NATIONAL CONSTRUCTION, MCLAIRLAND,
VARQUEZ & PARTNERS, GROUP M ENGINEERS, GENTRY ASSOCIATES
CONSTRUCTION CONSULTANTS,
LARCO INDUSTRIES, FITCH
PLASTERING, COURTNEY
WATERPROOFING, CELL CRETE, LOS
NIEBOS CONSTRUCTION, MADERA
FRAMING, KELLY DOOR, TARA
COATINGS, LDI, and DOES 1-100,
inclusive;

Defendants.

CASE NO: 113CV258281
CERTIFICATE OF MERIT

I, Ronald J. Cook, declare as follows:

1. I am an attorney at law duly licensed to practice in all the courts of the State of California, and am a shorter holder in the law firm of Willoughby, Stuart & Bening, attorneys of record for plaintiff CILKER APARTMENTS, LLC in the above referenced matter.

2. I have personally reviewed my file in this matter, and am familiar with the contents thereof.

3. I have consulted with at least one architect, professional engineer or land surveyor who is licensed to practice, and practices, in this State. I believe that the consultant is
knowledgeable in the relevant issues involved in this particular action. I have concluded on the basis of my review and a consultation that there is reasonable and meritorious cause for filing the instant action.

4. This Certificate was originally signed on December 23, 2013, and was inadvertently omitted by my staff when filing the complaint on December 26, 2013.

I declare under penalty of perjury that the foregoing is true and correct and that if called as a witness I could competently testify thereto. This declaration was originally executed on December 23, 2013 at San Jose, California and was resined on January 7, 2014 following my review of the copies of documents filed with the court.

[Signature]

Ronald J. Cook, Esq.