



A Professional  
Law Corporation

**HOLGUIN | GARFIELD | MARTINEZ | QUINONEZ**

800 West Sixth St., Suite 950 T. 213.623.0170  
Los Angeles, CA 90017 F. 213.623.0171  
www.hgmq.org E. info@hgmq.org



February 10, 2011

Lonnie Walsh  
Project Manager  
Port of Los Angeles  
425 S. Palos Verdes Street, 3<sup>rd</sup> Floor  
San Pedro, California 90731

*Via Electronic and U.S. Mail*

Re: Minako America Corporation d/b/a Minco Construction

Dear Ms. Walsh:

The undersigned are attorneys for Local 11 of the International Brotherhood of Electrical Workers ("the Union").

The Union has informed us that Minako America Corporation d/b/a Minco Construction ("Minco") has submitted a bid to perform work on the Fiber Optic Network Phase #1 - Vincent Thomas Bridge Spec No. 2720 ("the Project"). By this letter, we urge the Harbor Department ("the Department") to disqualify Minco's bid on the Project.

Minco has a history of ignoring its obligations under the Labor Code. The State Labor Commissioner ("the Commissioner") issued a Civil Wage and Penalty Assessment against Minco in the amount of \$63,697.54 for a job awarded by the Coast Community College District. After conducting an investigation, the Commissioner found that Minco had failed to pay prevailing wage by misclassifying a worker and failing to report all of the worker's hours and by paying less than prevailing rates to all of its workers. The Commissioner also issued another Civil Wage and Penalty Assessment against Minco. This one was for work awarded by the Palos Verdes Library District. Again, Minco failed to pay prevailing wage. In fact, Minco did not include one worker on its certified payrolls and failed to pay the prevailing rate for his work. (A copy of the Civil Wage and Penalty Assessments are attached as Exhibits 1 and 2.)

Moreover, a Civil Wage and Penalty Assessment was issued against Minco in the amount of \$28,880.13. The Commissioner found that Minco failed to pay prevailing wage on a job awarded by the Long Beach Unified School District. On the same job, Minco was also found to be in violation of California Apprenticeship laws. This too was not an isolated incident. In fact, in the same year, the Division of Apprenticeship Standards cited Minco for violations on a job at Magruder Middle School in Torrance. (A copy of the Civil Wage and Penalty Assessment and the Apprenticeship Notices of Violation are attached as Exhibit 3 - 5.)

Transmittal  
No. 4

Lonnie Walsh  
February 10, 2011  
Page 2

Minco was also assessed \$41,346.08 for violating prevailing wage laws for its work at Cerritos College. (A copy of the Cerritos College finding is attached as Exhibit 6.)

Minco's legal problems have not been limited to administrative proceedings. In Los Angeles County alone, Minco has been involved in 12 lawsuits. In one case, Minco sued Redondo Unified School District in connection with a job awarded to Minco by the school district. (A copy of the Case Summary and Complaint is attached as Exhibit 7 and 8.) In the other cases, Minco was sued for a variety of legal violations, including derogation of employment rights, breach of contract and personal injury. In one of the employment cases, the parties agreed to arbitrate the dispute and the arbitrator found in favor of the employee and awarded the employee \$143,078. (A copy of the Case Summaries are attached as Exhibits 9 - 19.)

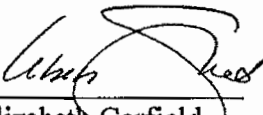
In Orange County, Minco was sued for prevailing wage violations. (A copy of the Case Summary is attached as Exhibit 20.)

In making the decision whether to disqualify Minco, the Department must determine whether Minco is a "responsible contractor." Under the Contractor Responsibility Program codified in Chapter 1, Article 14 of the Los Angeles Administrative Code, the Department has an obligation to find, prior to awarding a contract, that the prospective bidder "is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract." Section 10.40.2 (a). Responsibility is determined by a number of criteria, including "satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity." Section 10.40.2 (a). It is clear that Minco fails this test.

Please contact us if you have any questions.


Yours very truly,

HOLGUIN, GARFIELD, MARTINEZ & QUIÑONEZ, APLC

By:   
Elizabeth Garfield

Enclosures

cc: Richard Reed (w/encl.)  
Tommy Faavae (w/encl.)

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement 300 Ocean Gate Ste. 850 Long Beach, CA 90802 (562) 983-1832 FAX: 562-499-6439	
DATE: April 03, 2008	In Reply Refer to Case No: 40-20915/235

**CIVIL WAGE AND PENALTY ASSESSMENT**

Awarding Body Costi Community College District	Work Performed in County of Orange
PROJECT NAME Orange Coast College East West Utility Upgrade, (D) Concrete	Project No. Bid No. 1919
Prime Contractor Minako America Corp. dba Minco Construction	
Subcontractor None	

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:  
Nonpayment of prevailing wages to workers of the above contractor on the above-stated project in violation of Labor Code section 1774. Specifically, Minako America Corp. dba Minco Construction misclassified a worker for half of his hours resulting in underpayment, failed to report all of the hours worked by said worker on its certified payroll records, and paid the rest of its workers on the above project less than the prevailing wage rates as required under the applicable Prevailing Wage Determinations issued by the Director of Industrial Relations.

The attached Audit Summary further itemizes the calculation of wages due and penalties under Labor Code sections 1775 and 1813.

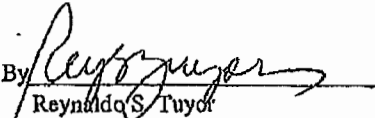
The Division has determined that the total amount of wages due is: \$34,582.54

The Division has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$29,115.00

The Division has determined that the amount of penalties assessed against Minako America Corp. dba Minco Construction under Labor Code section 1776 is: \$0.00

Please refer to page 4 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

By:   
 Reynaldo S. Tuyor  
 Deputy Labor Commissioner I

Labor Commissioner, State of California  
Department of Industrial Relations  
Division of Labor Standards Enforcement  
300 Oceangate Ste 850  
Long Beach, CA 90802  
(562) 983-1082  
FAX: (562) 499-6439



DATE:  
August 18, 2009

Case # 40-23088/308

### CIVIL WAGE AND PENALTY ASSESSMENT

Assessing Body
Palos Verdes Library District
PROJECT NAME
Melina Cove Library Phase One Rehabilitation Project
Prime Contractor
Minako America Corporation dba Minco Construction
Subcontractor

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Failure to pay prevailing wages in violation of Labor Code 1774. Frank Pilato was not listed on the Certified Payroll Records. Based on his affidavit and cop oc checks, he was paid between \$ 17.50 and \$ 31.27. He worked as a framer and as a System Installer. The prevailing wage rate for a carpenter is \$ 44.97 and for a Systems Installer is \$ 32.67.

The attached Audit Summary further itemizes the calculation of wages due and penalties under Labor Code sections 1775 and 1813.

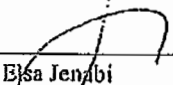
The Division has determined that the total amount of wages due is: \$1,955.39


The Division has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$750.00

The Division has determined that the amount of penalties assessed against Minako America dba Minco Construction under Labor Code section 1776 is: \$0.00

Please refer to page 5 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

By   
Elsa Jenabi  
Deputy Labor Commissioner

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement 320 W 4th Street, Suite 450 Los Angeles, CA 90013 213 897-3894 FAX: 213-897-6426	Co. Dept. _____ Co. _____ 
DATE: August 07, 2002	Is Reply Before Due? No 40-11731/118

**CIVIL WAGE AND PENALTY ASSESSMENT**

Awarding Body Long Beach Unified School District	Work Performed in County of Los Angeles
PROJECT NAME Riley Elementary School	Project No. 0009.01
Public Contract Minno Construction Co	
Subcontractor	

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Non-payment of prevailing wages to the workers on the above project in violation of Labor Code Section 1774. Attached hereto is a copy of the audit summary.

The attached Audit Summary further itemizes the calculation of wages due and penalties under Labor Code sections 1775 and 1813.

The Division has determined that the total amount of wages due is: \$22,409.13

The Division has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$6,475.00

The Division has determined that the amount of penalties assessed against Minno Construction Co. under Labor Code section 1776 is: \$0.00

Please refer to page 4 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

By: Susana Lopez  
 Susana Lopez  
 Management Services Technician

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF APPRENTICESHIP STANDARDS  
455 GOLDEN GATE AVENUE, 8<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94102  
(415) 703-4920



ADDRESS REPLY TO:  
P.O. Box 420603  
San Francisco, CA 94142

**NOTICE OF VIOLATION**

June 10, 2002

Refat Mina  
Minco Construction  
1350 West 228<sup>th</sup> St #3  
Torrance, CA 90501

**RE: Riley Elem. School, Long Beach**  
**DAS Complaint #2002-0108**

Dear Mr. Mina:

The Division of Apprenticeship Standards (DAS) has reviewed the complaint filed against Minco Construction for alleged violations of Labor Code Section 1777.5.

The allegations include failure to provide notice of contract award information to the applicable Apprenticeship Committee per Title 8 CCR §230, failure to comply with the required apprentice to journeyman ratio per Title 8 CCR §230.1(a) and failure to make the required contributions to a registered apprenticeship program or to the California Apprenticeship Council (CAC).

We received your letter dated May 8, 2002 along with its accompanying documentation in response to the Notice of Complaint DAS had issued to your company on April 24, 2002.

Based on all the information and evidence received, and based on all the surrounding facts and circumstances, it is my determination, that you have violated Labor Code Section 1777.5 by your failure to provide in a timely manner the applicable apprenticeship committee with notice of contract award and the required training fund contributions. You have since met all requirements and this notice includes no civil penalties.

Future violations of Labor Code Section 1777.5 may result in civil penalties. You may also be denied the right to bid on or receive public works contracts for a period of up to three (3) years.

To assist you in complying with the requirements on future public works projects, enclosed are a copy of the Excerpts from the California Labor Code relating to Apprentices on Public Works and a copy of the Summary of Requirements, Apprentices on Public Works.

If you have any questions, please contact Pacia Parker, Apprenticeship Consultant, at 415-355-5472.

Sincerely,



HENRY P. NUNN III  
Chief

Enclosures

Cc: Kirk Brungard  
Long Beach USD  
File

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF APPRENTICESHIP STANDARDS  
455 GOLDEN GATE AVENUE, 8<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94102  
(415) 703-4920



ADDRESS REPLY TO:  
P.O. Box 420603  
San Francisco, CA 94142

**NOTICE OF VIOLATION**

June 10, 2002

Refat Mina  
Minco Construction  
1350 West 228<sup>th</sup> St #3  
Torrance, CA 90501

**RE: Magruder Middle School, Torrance**  
**DAS Complaint #2002-0107**

Dear Mr. Mina:

The Division of Apprenticeship Standards (DAS) has reviewed the complaint filed against Minco Construction for alleged violations of Labor Code Section 1777.5.

The allegations include failure to provide notice of contract award information to the applicable Apprenticeship Committee per Title 8 CCR §230, failure to comply with the required apprentice to journeyman ratio per Title 8 CCR §230.1(a) and failure to make the required contributions to a registered apprenticeship program or to the California Apprenticeship Council (CAC).

We received your letter dated May 8, 2002 along with its accompanying documentation in response to the Notice of Complaint DAS had issued to your company on April 24, 2002.


Based on all the information and evidence received, and based on all the surrounding facts and circumstances, it is my determination, that you have violated Labor Code Section 1777.5 by your failure to provide in a **timely manner** the applicable apprenticeship committee with notice of contract award and the required training fund contributions. You have since met all requirements and this notice includes no civil penalties.

Future violations of Labor Code Section 1777.5 may result in civil penalties. You may also be denied the right to bid on or receive public works contracts for a period of up to three (3) years.

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If you have any questions, please contact Pacia Parker, Apprenticeship Consultant, at 415-355-5472.

Sincerely,



HENRY P. NUNN III  
Chief

Enclosures

Cc: Kirk Brungard  
Torrance USD  
File

## LABOR COMPLIANCE PROGRAM ANNUAL REPORT

*Suggested Format for Approved Program that contracts with Awarding Bodies to provide labor compliance enforcement*

Report for the reporting period 06/01/2009 to 06/30/2010  
(mm/dd/yyyy) (mm/dd/yyyy)

1. Name of Labor Compliance Program (LCP): **CS & Associates, Inc.**

2. LCP LD. Number (assigned by DIR): **2003.00260**

3. Date of Initial Approval: **June 18, 2003**

4. Contact person (include name, title, address, telephone, fax, and e-mail, if available):

**Charla Curtis, President**

**26320 Diamond Place, Suite #160**

**Santa Clarita, CA 91350**

**(661) 253-3603 phone (661) 253-3606 fax**

**Email: charlac@fcsainc.com**

5. List all Awarding Bodies covered by this report as well as any other Awarding Bodies with whom the LCP currently has a contract to provide compliance enforcement. If *none*, please proceed directly to item 7 and provide all requested information. Then complete the information below, and sign and submit this form to DIR, Office of the Director, Attn: LCP Special Assistant 455 Golden Gate Avenue, 10<sup>th</sup> Floor, San Francisco, CA 94102.

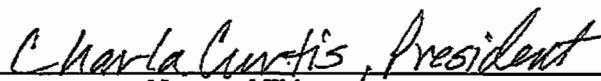
**PLEASE SEE ATTACHED LIST**

What suggestions do you have for the Department of Industrial Relations to better assist you with your program in the coming year? (attach additional sheets if necessary)  
Please make this form **INTERACTIVE** like the DAS-140 form so it will be easier to use. Thank you.

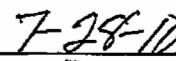
**SUBMITTED BY:**



Signature



Name and Title



Date

6. LC § 1771.5 enforcement activities (provide all information requested, attaching as many sheets as necessary, and *please complete separate forms for each Awarding Body covered in this report*).

Awarding Body: Cerritos College

A. List projects handled by LCP within the past 12 months.

Project Name	Bid Advertisement Date	Prime Contractor	Contract Amount
Infrastructure & Central Plant	May 24, 2007	Minco Construction	\$11,000,000.00
Infrastructure Phase 2 Upgrades	October 15, 2007	Minco Construction	\$1,737,000.00
Infrastructure Phase 3	April 14, 2008	Minco Construction	\$5,000,000.00
Classrooms, Labs & Offices Complex 1	September 22, 2008	EMAE International, Inc.	\$10,050,000.00
Aquatic Center	June 11, 2008	SMC Construction Company	\$5,036,000.00
Southland Cerritos Center for Transportation Technology	October 24, 2008	EMAE International, Inc.	\$3,329,273.00
Auto Tech Complex Mod & Addition	June 26, 2009	EMAE International, Inc.	\$5,178,600.00
Fire Alarm/Notification System-Phase 1	June 26, 2009	Minko Construction	\$2,200,000.00
Facilities & Purchasing Complex	September 2, 2009	Bayley Construction	\$6,093,000.00
North/South Fire Lane	November 16, 2009	Hanan Construction	\$1,500,000.00
Gym Seismic Retrofit	March 5, 2010	USS Cal Builders	\$8,000,000.00
<b>Total</b>			<b>\$59,123,873.00</b>

B. Summary of all wages and penalties assessed and/or recovered.

Project Name	Affected Contractor (who directly employed the worker)	Amount Assessed	Amount Recovered	Approval of Forfeiture Requested from Labor Commissioner?	Description of Violation
Aquatic Center	Trasom Fire	\$17.12	\$17.12	No	Underpayment of PW
Aquatic Center	Commercial Roofing Systems	\$606.24	\$606.24	No	Unregistered Apprentice
Infrastructure Phase 3	De Angelo Fire	\$3,237.16	\$3,237.16	No	Under reporting of hours
Infrastructure Phase 3	De Angelo Fire	\$5,892.33	\$5,892.33	No	Underpayment of PW/Misclassification
Fire Alarm	Minco Construction	\$41,346.08	TBD	No	Underpayment of PW/Misclassification
<b>Total</b>		<b>\$51,098.93</b>	<b>\$9,752.85</b>		

6. LC § 1771.5 enforcement activities (provide all information requested, attaching as many sheets as necessary).

A. List projects handled by LCP within the past 12 months.

Project Name	Bid Advertisement Date	Prime Contractor	Contract Amount
Carr Intermediate School	July 10, 2008	Al Shankle Construction	\$4,199,000.00
Martin Elementary School	July 10, 2008	P.H. Hagopian	\$4,447,500.00
Santiago Elementary School	July 10, 2008	P.H. Hagopian	\$4,447,500.00
Diamond Elementary School	October 15, 2008	P.H. Hagopian	\$5,224,000.00
Kennedy Elementary School	October 15, 2008	P.H. Hagopian	\$6,755,000.00
Greenville Elementary School	October 15, 2008	Silver Creek Industries	\$4,718,500.00
Lowell Elementary School	October 15, 2008	Silver Creek Industries	\$4,718,500.00
Carr Intermediate School – Phase 2	March 24, 2009	P.H. Hagopian	\$880,988.00
Diamond Elementary School – Phase 2	April 24, 2009	Minco Construction	\$1,077,800.00
Greenville Elementary School – Phase 2	April 24, 2009	Y & M Construction Inc.	\$1,107,758.00
Santiago Elementary School – Phase 2	July 10, 2009	P.H. Hagopian	\$1,357,599.00
Kennedy Elementary School – Phase 2	August 20, 2009	Minco Construction	\$1,979,000.00
Martin Elementary School – Phase 2	April 22, 2009	Hardy & Harper Inc.	\$1,190,630.00
Lowell ES – Site Improvements-Phase 2	June 30, 2009	Micon Construction	\$1,245,330.00
Sierra IS – ORG	October 20, 2009	ACC Contractors	\$7,621,000.00
Heninger ES – ORG	November 3, 2009	Multiple Primes (see attached list)	\$7,654,000.00
Saddleback HS-Solar Project	July 1, 2009	Chevron Energy Solutions	\$12,538,185.00
Santa Ana HS – MOD	May 3, 2010	Multiple Primes (see attached list)	\$15,000,000.00
Fremont ES-ERP #1001-Roofing	April 20, 2010	PH Hagopian	\$1,128,000.00
Garfield ES-ERP #1101-Roofing	April 20, 2010	Danny Lerner Roofing	\$262,000.00
Hoover ES-ERP #1301-Roofing	April 20, 2010	PH Hagopian	\$729,000.00
Jackson ES-ERP #1401-Roofing	April 20, 2010	Minco Construction	\$532,000.00
Monte Vista ES-ERP #1801-Roofing	April 20, 2010	Best Contracting Services	\$464,464.00
Wilson ES-ERP #2801-Roofing	April 20, 2010	Horizons Construction Co. Int'l	\$686,856.00
Santa Ana HS-Electrical ERP #402.3	February 15, 2010	MDE Group	\$1,300,000.00
Lincoln ES-Mod	May 13, 2010	Micon Construction	\$293,098.00
Century HS-Bldg Addition & Site Improvement	June 10, 2010	Multiple Primes (see attached list)	\$14,957,334.00
Santa Ana HS-2 Story Classroom Bldgs	June 18, 2010	Multiple Primes (see attached list)	\$9,028,501.00
Spurgeon IS	June 10, 2010	Multiple Primes (see attached list)	\$7,000,000.00
Santa Ana HS-HVAC ERP #406	May 17, 2010	USS Cal Builders	\$3,978,000.00
<b>Total</b>			<b>\$126,521,543.00</b>

B. List any project subject to the limited exemption clause of LC § 1771.5(a), if applicable.

Project Name	Description of Project	Contract Amount
None		
<b>Total</b>		

C. Summary of all wages and penalties assessed and/or recovered.

Project Name	Affected Contractor (who directly employed the worker)	Amount Assessed	Amount Recovered	Approval of Forfeiture Requested from Labor Commissioner?	Description of Violation
Diamond ES	Chandlers A/C & Refrigeration	\$131.81	\$131.81	No	Underpayment of Prevailing Wage
Diamond ES – Phase 2	Minco Construction	\$105.89	\$105.89	No	Underpayment of Prevailing Wage
Greenville ES – Phase 2	Y & M Construction	\$163.04	\$163.04	No	Underpayment of Prevailing Wage
Greenville ES	Chandlers A/C & Refrigeration	\$172.16	\$172.16	No	Underpayment of Prevailing Wage
Carr IS – Phase 2	Worthington Construction	\$161.04	\$161.04	No	Underpayment of Prevailing Wage
Santiago ES – Phase 2	Worthington Construction	\$60.00	\$60.00	No	Underpayment of Prevailing Wage
Kennedy ES	The Allison Company	\$128.80	\$128.80	No	Underpayment of Prevailing Wage
Greenville ES	Micon Construction Inc.	\$47.60	\$47.60	No	Underpayment of Prevailing Wage
Carr IS – Phase 2	Dominguez Construction	\$39.71	\$39.71	No	Underpayment of Prevailing Wage
Carr IS – Phase 2	Dominguez Construction	\$62.19	\$62.19	No	Underpayment of Prevailing Wage
Carr IS	Serenity Fire Protection	\$3,370.88	\$3,370.88	No	Underpayment of Prevailing Wage
Carr IS	Southwest Grading	\$1,100.00	\$1,100.00	No	Underpayment of Prevailing Wage
Carr IS	Mariscal Painting	\$398.16	\$398.16	No	Under-reporting of Manpower

Carr IS	Beckers Sheet Metal	\$1,969.94	\$1,969.94	No	Underpayment of OT rate for Saturday & Sunday
Diamond ES	Beckers Sheet Metal	\$1,644.41	\$1,644.41	No	Underpayment of OT rate for Saturday & Sunday
Martin ES – Phase 2	Kacey Construction	\$258.24	\$258.24	No	Apprentice not accompanied by a Journeyman
Carr IS	Modular Structures International	\$14,058.08	TBD	No	Miss classifications, underpayment of Prevailing Wage, Under reporting of manpower
Diamond ES – Phase 2	Minco Construction	\$31.68	\$31.68	No	Underpayment of Prevailing Wage
<b>Total</b>		<b>\$23,903.63</b>	<b>\$9,845.55</b>		

D. For any amount identified in item C for which approval of forfeiture not requested from the Labor Commissioner, please explain below.

Project Name	Amount Assessed	Amount Recovered	Explanation
Diamond ES	\$131.81	\$131.81	Inadvertent Contractor error. Contractor failed to pay the total hourly rate due to a predetermined increase. Contractor corrected the error with payment to workers.
Diamond ES – Phase 2	\$105.89	\$105.89	Inadvertent Contractor error. Contractor failed to pay the total hourly rate due to a predetermined increase. Contractor corrected the error with payment to workers
Greenville ES – Phase 2	\$163.04	\$163.04	Inadvertent Contractor error. Contractor failed to pay the total hourly rate due to a predetermined increase. Contractor corrected the error with payment to workers
Greenville ES	\$172.16	\$172.16	Inadvertent Contractor error. Contractor failed to pay the total hourly rate due to a predetermined increase. Contractor corrected the error with payment to workers
Carr IS – Phase 2	\$161.04	\$161.04	Inadvertent Contractor error. Contractor failed to pay the total hourly rate due to a predetermined increase. Contractor corrected the error with payment to workers
Santiago ES – Phase 2	\$60.00	\$60.00	Inadvertent Contractor error. Contractor failed to pay the total hourly rate due to a predetermined increase. Contractor corrected the error with payment to workers
Kennedy ES	\$128.80	\$128.80	Inadvertent Contractor error. Contractor failed to pay the total hourly rate due to a predetermined increase. Contractor corrected the error with payment to workers
Greenville ES	\$47.60	\$47.60	Inadvertent Contractor error. Contractor failed to pay the total hourly rate due to a predetermined increase. Contractor corrected

## Case Summary

Please make a note of the Case Number. </

[Click here to access document images for this case.](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

**Case Number:** BC348729

REFAAT HILMY MINA VS REDONDO BEACH UNIFIED SCHOOL DISTRICT

**Filing Date:** 03/09/2006

**Case Type:** Othr Breach Contr/Warr-not Fraud (General Jurisdiction)

**Status:** Dismissed - Other 12/21/2006

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### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

ATKINSON ANDELSON LOYA RUUD & ROMO - Attorney for Defendant/Respondent

HARTFORD FIRE INSURANCE COMPANY - Cross-Defendant

LONG MICHAEL G. ESQ. - Attorney for Plaintiff/Petitioner

MINA REFAAT HILMY - Plaintiff and Cross-Defendant

MINCO CONSTRUCTION - Plaintiff/Petitioner's DBA

REDONDO BEACH UNIFIED SCHOOL DISTRICT - Defendant and Cross-Complainant

WATT TIEDER HOFFAR & FITZGERALD L.L.P. - Attorney for Cross-Defendant

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

Please make a note of the Case Number. </

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**Documents Filed** (Filing dates listed in descending order)

**01/05/2007** Notice of Entry of Dismissal & P/S  
Filed by Atty for Plaintiff and Cross-Deft

**12/21/2006** Request and Entry of Dismissal (WITH PREJUDICE - ENTIRE ACTION )  
Filed by Attorney for Plaintiff/Petitioner

**07/18/2006** Answer to Unverified Cross-Compl (OF HARTFORD FIRE INSURANCE COMPANY )  
Filed by Atty for Plaintiff and Cross-Deft

**07/10/2006** Proof of Service  
Filed by Attorney for Plaintiff/Petitioner

**06/22/2006** Statement-Case Management  
Filed by Attorney for Defendant/Respondent

**06/21/2006** Statement-Case Management  
Filed by Attorney for Plaintiff/Petitioner

**06/14/2006** Proof of Service  
Filed by Attorney for Plaintiff/Petitioner

**05/22/2006** Summons Filed  
Filed by Attorney for Cross-Complainant

**05/17/2006** Answer to Cross-Complaint (BY X-DEFT REFAAT HILMY MINA, AN INDIVIDUAL DBA MINCO CONSTRUCTION )  
Filed by Atty for Plaintiff and Cross-Deft

**04/26/2006** Answer and Cross-Complaint (of deft )  
Filed by Atty for Defendant and Cross-Compl

**03/22/2006** Notice-Case Management Conference  
Filed by Clerk

**03/15/2006** Proof of Service (SUMMONS AND COMPLAINT PARTY SERVED:REDONDO BEACH UNIFIED SCHOOL DISTRICT )  
Filed by Attorney for Plaintiff/Petitioner

**03/09/2006** Complaint

---

[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)

**01/11/2007** at 08:30 am in Department 74, Teresa Sanchez-Gordon, Presiding  
OSC RE Dismissal (AFTER SETTLEMENT) - **Completed**

**10/25/2006** at 08:30 am in Department 74, Teresa Sanchez-Gordon, Presiding  
Conference-Post Mediation Status - **Completed**

**07/07/2006** at 08:30 am in Department 74, Teresa Sanchez-Gordon, Presiding  
Conference-Case Management - **Completed**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

90012

1 Michael G. Long (SBN 129771)  
2 Christopher G. Morrow, Esq. (SBN 202865)  
3 WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.  
4 2040 Main Street, Suite 300  
Irvine, California 92614  
949-852-6700 (Telephone)  
949-261-0771 (Facsimile)

Case assigned to  
Judge *TEPETA* *Stankovic*  
*GORDON*

**FILED**  
LOS ANGELES SUPERIOR COURT  
MAR 09 2006  
JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK  
BY *J. Sunga*  
**J. SUNGA, DEPUTY**

5 Attorneys for Plaintiff REFAAT HILMY MINA,  
6 an Individual dba MINCO CONSTRUCTION

*D.74*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF LOS ANGELES**

10 REFAAT HILMY MINA, an Individual dba )  
11 MINCO CONSTRUCTION )

Case Number: **BC348729**

12 Plaintiff,

13 vs.

**COMPLAINT AGAINST REDONDO  
BEACH UNIFIED SCHOOL  
DISTRICT**

14 REDONDO BEACH UNIFIED SCHOOL )  
15 DISTRICT, a public entity; and DOES 1 )  
16 through 100; inclusive )

17 Defendants. )  
18 )  
19 )

CIT/CASE: BC348729 LEA/DEF#: )  
RECEIPT #: CCH280100047 )  
DATE PAID: 03/09/06 03:27:43 PM )  
PAYMENT: \$320.00 0310 )  
RECEIVED: )  
CHECK: 320.00 )  
CASH: )  
CHANGE: )  
CARD: )

20 Plaintiff Refaat Mina dba Minco Construction ("Minco") complains and alleges as follows:

21 **GENERAL ALLEGATIONS**

22 1. Minco, at all times mentioned herein, was an individual doing business as Minco  
23 Construction, doing business in the State of California, and licensed to do business as a construction  
24 contractor by the Contractors State License Board, license number 612429.

25 2. Minco is informed and believes, and on that basis alleges, that Defendant Redondo Beach  
26 Unified School District ("RBUSD") is now, and at all times mentioned herein was, a public entity doing  
27 business in the State of California, County of Los Angeles.

28 3. Minco is unaware of the true names or capacities, whether individual, corporate, associate

ORIGINAL

1 or otherwise, of Defendants DOES 1 through 100, inclusive, and therefore sues them by such fictitious  
2 names, and leave of court will be applied for when said names have been ascertained.

3 4. At all times herein mentioned, each of the Defendants, including each of the Defendants  
4 sued herein as a DOE, was the agent or employee of each of the remaining Defendants, and in doing the  
5 acts herein alleged was acting within the scope of said agency and employment.

6 5. On or about June 16, 2004, Minco and RBUSD and DOES 1 through 100 entered into a  
7 written contract ("Contract") whereby Minco agreed to serve as the general contractor on the public  
8 works project commonly known as Phase 2 of the Redondo Union High School Utility Infrastructure  
9 Upgrade ("Project"). A true and correct copy of the Agreement Form portion of the Contract is attached  
10 hereto as Exhibit "A" and made a part hereof.

11 6. During Minco's performance of the Contract and prior to its completion, RBUSD  
12 improperly terminated Minco's Contract on the Project.

13 7. Due to negotiations between Minco and RBUSD, the parties agreed to toll Minco's time to  
14 file an administrative claim in accordance with Government Code section 900 et. seq. On or about  
15 December 21, 2005, and after the parties' negotiations failed, Minco presented RBUSD with its  
16 administrative claim in accordance with Section 900, et seq. of the California Government Code. A true  
17 and correct copy of Minco's claim is attached hereto as Exhibit "B" and is incorporated into this  
18 Complaint by reference as though set forth in full.

19 8. RBUSD denied Minco's claim in its entirety.

20 **FIRST CAUSE OF ACTION**

21 **(Breach of Contract Against the RBUSD Defendants and**  
22 **DOES 1 through 100)**

23 9. Minco herein incorporates by reference as though set forth in full all allegations contained  
24 in paragraphs 1 through 8, inclusive, of this Complaint.

25 10. Defendants RBUSD and DOES 1 through 100 have failed to perform their obligations  
26 under the Contract and have breached the terms and conditions of the Contract by, including but not  
27 limited to:

28 a. Improperly terminating Minco;



1           15. Defendant RBUSD and DOES 1 through 100, and each of them, had a legal duty to make  
2 timely payment of retention to Minco under the Contract pursuant to California Public Contract Code  
3 Section 7107 ("Section 7107").

4           16. MINCO is informed and believes and thereon alleges that the Project was deemed  
5 completed in August 2005, the date defendant RBUSD accepted the work of improvement. Pursuant to  
6 Section 7107, Minco's retention was to be released to Minco no later than 60 days after RBUSD accepted  
7 the work of improvement.

8           17. Minco is informed and believes and thereon alleges that Defendants violated Section 7107  
9 by failing and refusing to release Minco's retention.

10           18. Section 7107 provides that if a public entity fails to timely pay retention to the original  
11 contractor within 60 days, the public entity "shall be subject to a charge of 2 percent per month on the  
12 improperly withheld amount, in lieu of any interest otherwise due." Minco hereby seeks payment of two  
13 percent per month for the period defendant RBUSD delayed payment of retention under Section 7107.

14           19. Section 7107 further provides that if a public entity fails to timely pay retention to the  
15 original contractor within 60 days, in any action for the collection of the fund wrongfully withheld, the  
16 original contractor shall be entitled to recover from the public entity its attorneys' fees and costs.

17           20. Minco has been compelled to engage the law firm of Watt, Tieder, Hoffar & Fitzgerald,  
18 L.L.P., to prosecute this legal action. Pursuant to Section 7107, Minco is entitled to recover its attorneys'  
19 fees and costs paid to enforce prompt payment of retention under the statute.

20           WHEREFORE, Minco prays as follows:

21           **AS TO THE FIRST CAUSE OF ACTION:**

- 22           1. For general damages according to proof;
- 23           2. For attorneys fees pursuant to Public Contract Code section 7107;
- 24           3. For interest; and
- 25           4. For costs.

26           **AS TO THE SECOND CAUSE OF ACTION:**

- 27           1. For reasonable attorneys fees incurred in connection with this action; and
- 28           2. For a charge of 2 percent per month pursuant to Public Contract Code section 7107.

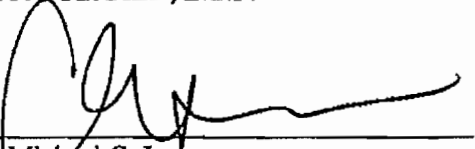
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**AS TO ALL CAUSES OF ACTION**

1. For such other and further relief as the Court may deem just and proper.

Dated: March 9, 2006

WATT, TIEDER, HOFFAR  
& FITZGERALD, L.L.P.

By: 

Michael G. Long  
Christopher G. Morrow  
Attorney for Plaintiff  
REFAAT HILMY MINA,  
an Individual dba MINCO CONSTRUCTION

#99097v1

**AGREEMENT FORM**

THIS AGREEMENT, entered into this 16<sup>TH</sup> day of JUNE, 2004 in the County of Los Angeles of the State of California; by and between the REDONDO BEACH UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT", and MINCO CONSTRUCTION, hereinafter called the "CONTRACTOR".

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Redondo Union High School Utility Infrastructure Phase 2 in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The DISTRICT may give notice to proceed within three (3) months of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within BY SEPT. 5, 2004 <sup>OR</sup> 90 calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this three (3) month period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result

EXH A

of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of Two Thousand Five Hundred dollars (\$2,500.00) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

**ARTICLE 4 - CONTRACT PRICE:** The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of ~~Two Million, Eight Hundred Seventy Seven Thousand, Seven Hundred Seventy and no/100 Do~~ Two Million, Eight Hundred Seventy Seven Thousand, Seven Hundred Seventy and no/100 Do DOLLARS (\$ 2,877,770.00 ), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with

the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids  
Instructions to Bidders  
Designation of Subcontractors  
Non-Collusion Affidavit  
Bid Guarantee Bid Form  
Bid Bond  
Bid Form  
Contractor's Certificate Regarding Worker's Compensation  
Acknowledgment of Bidding Practices Indemnity  
Agreement Form  
Payment Bond

- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcohol and Tobacco
- General Conditions
- Supplementary and Special Conditions
- Specifications
- All Addenda as Issued
- Drawings (if applicable)
- Substitution Request Form
- Labor Compliance Program

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft classification or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein:


1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)
3. The DISTRICT's Labor Compliance Program

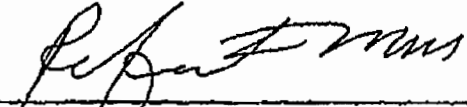
**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The CONTRACTOR must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

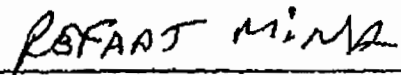
REDONDO BEACH UNIFIED SCHOOL CONTRACTOR: MINCO CONSTRUCTION DISTRICT

By:   
JANET REDELLA  
CHIEF BUSINESS OFFICIAL

  
Typed or Printed Name

P.M.  
Title

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

  
Type or Printed Name

Dated: JUNE 16, 2004

\_\_\_\_\_  
Title (Authorized Officers or Agents)

(CORPORATE SEAL)

05/09/06

10001/453995/1

Calif

1 MICHAEL G. LONG, (SBN 129771)  
CHRISTOPHER G. MORROW (SBN 202865)  
2 WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.  
2040 Main Street, Suite 300  
3 Irvine, California 92614  
(949) 852-6700 FAX: (949) 261-0771  
4

5 Attorneys for Claimant  
REFAAT MINA doing business as MINCO CONSTRUCTION  
6

11	REFAAT MINA doing business as MINCO	)	GOVERNMENT CODE CLAIM BY
12	CONSTRUCTION,	)	REFAAT MINA doing business as
		)	MINCO CONSTRUCTION
	Claimant,	)	
13		)	
	vs.	)	
14		)	
15	REDONDO BEACH UNIFIED SCHOOL	)	
	DISTRICT,	)	
16		)	
	Respondent.	)	

18  
19 TO: Mr. Todd Loewenstein, or the  
20 Secretary or Clerk of the  
Redondo Beach Unified School District  
21 1401 Inglewood Avenue  
Redondo Beach, CA 90278  
22

23 REFAAT MINA doing business as MINCO CONSTRUCTION ("Claimant" or "Minco") hereby  
24 presents this claim to the Redondo Beach Unified School District ("RBUSD") pursuant to Sections 900 et  
25 seq. of the California Government Code.

26 ///  
27 ///  
28 ///

EXH B 4:12/23

1           1.     The name, address and telephone number of Claimant is as follows:

2                   REFAAT MINA doing business as MINCO CONSTRUCTION  
3                   1214 W. 255<sup>th</sup> Street  
4                   Harbor City, CA 90710  
5                   (310) 534-2504

6           2.     The name, address and telephone number to which Claimant desires notices to be sent is as  
7 follows:

8                   Christopher Morrow, Esq.  
9                   WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.  
10                  2040 Main Street, Suite 300  
11                  Irvine, California 92614  
12                  PHONE: (949) 852-6700  
13                  FAX: (949) 261-0771

14           3.     This claim arises out of a prime contract between Claimant and RBUSD concerning the  
15 construction of the project known as Phase 2 of the Redondo Union High School Utility Infrastructure  
16 Upgrade ("Project") located at 631 Vincent Park, Redondo Beach, county of Los Angeles, California  
17 90277. The contract was entered into on or about June 16, 2004.

18           4.     Claimant contends that RBUSD, among other things, (1) has failed to properly grant  
19 contractual time extensions for events and delays for which Claimant was entitled to such time  
20 extensions; (2) has failed to fully compensate Claimant for costs and/or expenses and/or amounts  
21 otherwise due and payable by RBUSD to Claimant; (3) improperly terminated Claimant's contract on the  
22 Project; and (4) has otherwise failed to adequately compensate Claimant for damages suffered for which  
23 RBUSD is responsible.

24           5.     Claimant believes that at least the following individuals from RBUSD may have  
25 knowledge of the events and/or claim issues: Vince Madsen, Al Duhon and Robert Paulson.

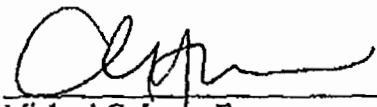
26           6.     The events and issues upon which Claimant's claim is premised have been previously  
27 described and presented to RBUSD. As a result of the events described herein, which constitute a breach  
28 of contract by RBUSD, Claimant has been damaged in an amount that exceeds the sum of ten thousand  
dollars (\$10,000.00). In addition, Claimant contends that, because RBUSD has wrongfully withheld  
progress payments and/or retention money, RBUSD has liability to Claimant under California's Prompt  
Payment statutes.

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7. Because the claim exceeds the sum of ten thousand dollars (\$10,000.00), it would not be a limited civil case.

Dated: December 21, 2005.

WATT, TIEDER, HOFFAR  
& FITZGERALD, L.L.P.

BY:   
Michael G. Long, Esq.  
Christopher G. Morrow, Esq.  
Attorneys for Claimant REFAAT MINA doing  
business as MINCO CONSTRUCTION

#96859



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Michael G. Long, Esq. (SBN 129771)  
Christopher G. Morrow, Esq. (SBN 202865)  
Watt, Tieder, Hoffar & Fitzgerald, L.L.P.  
2040 Main Street, Suite 300  
Irvine, CA 92614  
TELEPHONE NO.: 949/852-6700 FAX NO. 949-261-0771

FOR COURT USE ONLY  
**FILED**  
LOS ANGELES SUPERIOR COURT  
MAR 09 2006  
JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK  
BY: *[Signature]*  
**J. SUNGA, DEPUTY**

ATTORNEY FOR (Name): **Refaat Hilmy Mina**  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS, 111 N. Hill Street  
MAILING ADDRESS  
CITY AND ZIP CODE Los Angeles 90012  
BRANCH NAME Stanley Mosk

CASE NAME: **Minco v. Redondo Beach USD**

**CIVIL CASE COVER SHEET**  
 Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 Counter  Joinder  
Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

CASE NUMBER: **BC348729**  
JUDGE:  
DEPT:

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |  |   |  |
|--|---|--|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (18)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20)<br><p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|--|

2. This case  is  is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |

3. Type of remedies sought (check all that apply):
- a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive

4. Number of causes of action (specify): Two

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015).  
Date: \_\_\_\_\_

Christopher G. Morrow, Esq. (SBN 20285)  
(TYPE OR PRINT NAME) *[Signature]*  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

ORIGINAL

SHORT TITLE: Minco v. Redondo Beach	CASE NUMBER BC348729
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:  
 JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 1.4 \* HOURS/  DAYS.  
 Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):  
**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.  
**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.  
**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked.  
 For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |  |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District.      | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.  | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                      | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                    | 10. Location of Labor Commissioner Office.                 |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input checked="" type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input checked="" type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input checked="" type="checkbox"/> A6070 Asbestos Property Damage <input checked="" type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input checked="" type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input checked="" type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input checked="" type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input checked="" type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input checked="" type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input checked="" type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input checked="" type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Civil Rights (08)	<input checked="" type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input checked="" type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input checked="" type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Intellectual Property (19)	<input checked="" type="checkbox"/> A6016 Intellectual Property	2., 3.

ORIGINAL  
 Auto Tort  
 Other Personal Injury/Property  
 Damage/Wrongful Death Tort  
 Non-Personal  
 Injury/Property

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE Minco v. Redondo Beach	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<ul style="list-style-type: none"> <li>• *A6017 Legal Malpractice</li> <li>• *A6050 Other Professional Malpractice (not medical or legal)</li> </ul>	1., 2., 3. 1., 2., 3.
Other (35)	<ul style="list-style-type: none"> <li>• *A6025 Other Non-Personal Injury/Property Damage tort</li> </ul>	2., 3.
Wrongful Termination (36)	<ul style="list-style-type: none"> <li>• *A6037 Wrongful Termination</li> </ul>	1., 2., 3.
Other Employment (15)	<ul style="list-style-type: none"> <li>• *A6024 Other Employment Complaint Case</li> <li>• *A6109 Labor Commissioner Appeals</li> </ul>	1., 2., 3. 10.
Breach of Contract/ Warranty (08) (not insurance)	<ul style="list-style-type: none"> <li>• *A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)</li> <li>• *A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)</li> <li>• *A6019 Negligent Breach of Contract/Warranty (no fraud)</li> <li>✓ *A6028 Other Breach of Contract/Warranty (not fraud or negligence)</li> </ul>	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (08)	<ul style="list-style-type: none"> <li>• *A6002 Collections Case-Seller Plaintiff</li> <li>• *A6012 Other Promissory Note/Collections Case</li> </ul>	2., 5., 6. 2., 6.
Insurance Coverage (18)	<ul style="list-style-type: none"> <li>• *A6016 Insurance Coverage (not complex)</li> </ul>	1., 2., 5., 8.
Other Contract (37)	<ul style="list-style-type: none"> <li>• *A6009 Contractual Fraud</li> <li>• *A6031 Tortious Interference</li> <li>• *A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)</li> </ul>	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<ul style="list-style-type: none"> <li>• *A7300 Eminent Domain/Condemnation      Number of parcels _____</li> </ul>	2.
Wrongful Eviction (33)	<ul style="list-style-type: none"> <li>• *A6023 Wrongful Eviction Case</li> </ul>	2., 6.
Other Real Property (26)	<ul style="list-style-type: none"> <li>• *A6018 Mortgage Foreclosure</li> <li>• *A6032 Quiet Title</li> <li>• *A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)</li> </ul>	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<ul style="list-style-type: none"> <li>• *A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)</li> </ul>	2., 6.
Unlawful Detainer- Residential (32)	<ul style="list-style-type: none"> <li>• *A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)</li> </ul>	2., 6.
Unlawful Detainer- Drugs (38)	<ul style="list-style-type: none"> <li>• *A6022 Unlawful Detainer-Drugs</li> </ul>	2., 6.
Asset Forfeiture (06)	<ul style="list-style-type: none"> <li>• *A6108 Asset Forfeiture Case</li> </ul>	2., 6.
Petition re Arbitration (11)	<ul style="list-style-type: none"> <li>• *A6115 Petition to Compel/Confirm/Vacate Arbitration</li> </ul>	2., 6.

SHORT TITLE: Minco v. Redondo Beach	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

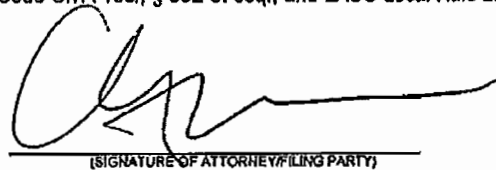
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	• *A6151 Writ - Administrative Mandamus	2., 8.
	• *A6152 Writ - Mandamus on Limited Court Case Matter	2.
Other Judicial Review (39)	• *A6153 Writ - Other Limited Court Case Review	2.
	• *A6150 Other Writ/Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	• *A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	• *A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	• *A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	• *A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	• *A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	• *A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 6., 8.
Enforcement of Judgment (20)	• *A6141 Sister State Judgment	2., 9.
	• *A6160 Abstract of Judgment	2., 6.
	• *A6107 Confession of Judgment (non-domestic relations)	2., 9.
	• *A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	• *A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	• *A6112 Other Enforcement of Judgment Case	2., 8., 9.
RICO (27)	• *A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	• *A6030 Declaratory Relief Only	1., 2., 8.
	• *A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	• *A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	• *A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Partnership Corporation Governance(21)	• *A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	• *A6121 Civil Harassment	2., 3., 9.
	• *A6123 Workplace Harassment	2., 3., 9.
	• *A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	• *A6190 Election Contest	2.
	• *A6110 Petition for Change of Name	2., 7.
	• *A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	• *A6100 Other Civil Petition	2., 9.

SHORT TITLE: Minco v. Redondo Beach	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filling in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE • 1. • 2. ✓ 3. • 4. • 5. • 6. • 7. • 8. • 9. • 10.		ADDRESS: 123 South Figueroa St Los Angeles CA 90012
CITY:	STATE:	ZIP CODE:

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).



Dated: March 9, 2006

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for Issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form CIV 109, 03-04 (use latest revision)
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

01/06/06

## Case Summary

**Case Number:** NC041558  
VAHEN ISSAGHOLIAN VS. MINCO CONSTRUCTION ET AL

**Filing Date:** 10/11/2005  
**Case Type:** Other Employment Complaint (General Jurisdiction)  
**Status:** Dismissed - Other 01/17/2007

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### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

ISSAGHOLIAN VAHEN - Plaintiff

KADE & ASSOCIATES - Attorney for Plaintiff

LAWRENCE G. KEPIRO LAW OFFICES OF - Attorney for Defendant

MINA REFAAT (DOE 1) - Defendant

MINAKO CONSTRUCTION INC - Defendant

MINCO CONSTRUCTION - Defendant

SCHLACKMAN MARVIN I. - Arbitrator

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

### Documents Filed (Filing dates listed in descending order)

**03/14/2007** Miscellaneous-Other  
Filed by CLERK

**01/23/2007** Order (RE: JURY FEES SIGNED AND FILED. BAIL REFUND # 623370 ISSUED ON 1/29/07. CONFORMED COPIES SENT TO ATTY VIA ATTY SERV BOX ON 1/30/07. )  
Filed by Attorney for Plaintiff

**01/19/2007** Declaration (AND ORDER RE: ADVANCE JURY FEES RECEIVED AND GIVEN TO DEPT 88C. )  
Filed by Attorney for Plaintiff

**01/17/2007** Request for Dismissal (W/PREJUDICE AS TO: ENTIRE ACTION )  
Filed by Attorney for Plaintiff

**12/20/2006** Notice (OF DEPOSIT OF JURY FEES. )  
Filed by Attorney for Plaintiff

**10/25/2006** Request-Trial de Novo  
Filed by Attorney for Defendant

**10/05/2006** Award-Arbitrator (IN FAVOR OF VAHEN ISSAGHOLIAN AND AGAINST  
MINCO CONSTRUCTION AND MINCO CONSTRUCTION INC. JOINT AND SEVERAL  
LIABILITY IN THE AMOUNT OF \$143,078.00 )  
Filed by Arbitrator

**06/20/2006** Notice-Assignment-Arbitrator  
Filed by ADR Clerk

**06/16/2006** Statement-Case Management  
Filed by Attorney for Plaintiff

**05/11/2006** Miscellaneous-Other (REPORT TO THE COURT RE: THE AT- ISSUE  
STATUS OF ALL PARTIES )  
Filed by Attorney for Plaintiff

**05/11/2006** Request for Dismissal-Partial (W/OUT PREJUDICE AS TO: DEFT.  
MINCO CONST. ONLY )  
Filed by Attorney for Plaintiff

**05/11/2006** Notice of Continuance  
Filed by Attorney for Plaintiff

**04/04/2006** Answer to Complaint Filed  
Filed by Attorney for Defendant

**03/01/2006** Statement-Case Management  
Filed by Attorney for Defendant

**02/24/2006** Notice (OF CMC )  
Filed by Attorney for Plaintiff

**02/24/2006** Statement-Case Management  
Filed by Attorney for Plaintiff

**01/24/2006** Amendment to Complaint (DOE 1: REFAAT MINA )  
Filed by Attorney for Plaintiff

**01/09/2006** Answer to Complaint Filed  
Filed by Attorney for Defendant

**12/22/2005** Rtn of Service of Summons & Compl (AS TO: MINCO  
CONSTRUCTION )

Filed by Attorney for Plaintiff

**10/11/2005** Notice-Case Management Conference  
Filed by CLERK

**10/11/2005** Complaint Filed

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)

**01/18/2007** at 08:30 am In Department BEA88C, Roy L. Paul, Presiding  
Final Status Conference - **Order of Dismissal**

**11/14/2006** at 08:30 am In Department BEA88C, Roy L. Paul, Presiding  
Post-Arbitration Status Conference (ARBITRATION TO BE COMPLETED BY10-11-06)  
- **Court Makes Order**

**11/13/2006** In Department ADRO, ADR Neutral, Presiding  
Closed-ADR (09/28/06MARVIN SCHLACKMAN, ARBITRATOR [R]) - **Filed-Request-  
TDN-Defendant**

**06/19/2006** at 08:30 am In Department BEA88C, Elizabeth Allen White, Presiding  
Conference-Case Management - **Election to Arb - \$25,000-50,000**

**05/08/2006** at 08:30 am In Department BEA88C, Elizabeth Allen White, Presiding  
Conference-Case Management - **Matter is continued**

**03/10/2006** at 08:30 am In Department BEA88C, Elizabeth Allen White, Presiding  
Conference-Case Management (ALSO, OSC RE POS) - **Matter is continued**

**12/27/2005** at 08:30 am in Department BEA88C, Elizabeth Allen White, Presiding  
OSC-Failure to File Proof of Serv. - **Matter is continued**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

## Case Summary

**Case Number:** VC056793

GCI CONSTRUCTION, INC. VS. MINAKO AMERICA CORPORATION, ET-AL

**Filing Date:** 07/22/2010

**Case Type:** Other REal Property Rights Case (General Jurisdiction)

**Status:** Dismissed - Other 12/13/2010

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### Future Hearings

**02/16/2011** at 08:30 am in department F at 12720 Norwalk Blvd., Norwalk, CA 90650

Order to Show Cause (RE ENTRY OF DEFAULT/DEFAULTJUDGMENT ON THE X-COMPLTPER M/O 12-01-10)

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

CALIFORNIA STATE OF - Defendant

CERRITOS COMMUNITY COLLEGE - Defendant

GCI CONSTRUCTION INC. - Plaintiff

HAUSMAN & SOSA LAW OFFICES OF - Atty for Defendant and Cross-Compl

INT'L BUSINESS & MECANTILE REASSURANCE CO - Defendant

INT'L FIDELITY ISNSURANCE COMPANY - Defendant

MINA REFAAT HILMY - Cross-Defendant

MINAKO AMERICAN CORPORATIN - Defendant/Cross-Defendant

MINCO CONSTRUCTION - Defendant/Cross-Defendant

OLD REPUBLIC GENERAL INSURANCE CORP. - Defendant and Cross-Complainant

PUBLIC AGENCY LAW GROUP LAW OFFICES OF - Attorney for Defendant

PURCELL D. PAUL LAW OFFICES - Attorney for Plaintiff

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

**Documents Filed** (Filing dates listed in descending order)

**02/02/2011** Request for Correction (DEF REC: 12-29-10 DEF REJ: 2-2-11, REASON: A DISMISSAL FILED DISMISS- ING XCOMPLAINT RELATING TO THESE DEFAULT REQUESTS. RETURNED VIA A/S (JANNEY).)  
Filed by Clerk

**12/13/2010** Partial Dismissal W/out Prejudice (X/C BY OLD REPUBLIC GENERAL INSURANCE CORP FILED ON 9/1/10 (THIS ENTRY DISMISSES THE ENTIRE ACTION) W/O PREJ )  
Filed by Atty for Defendant and Cross-Compl

**12/09/2010** Notice (OF OSC )  
Filed by Atty for Defendant and Cross-Compl

**10/29/2010** Default Entered (AS TO MINAKO AMERICA CORP. dba MINCO CONSTRUCTION ON X-COMP FILED 9-01-10 )  
Filed by Atty for Defendant and Cross-Compl

**10/19/2010** Proof of Service (OF SUMMONS AND CROSS COMPLAINT AS TO REFAAT HILMY MINA )  
Filed by Atty for Defendant and Cross-Compl

**10/19/2010** Proof of Service (BY MAIL )  
Filed by Attorney for Defendant

**10/06/2010** Statement-Case Management  
Filed by Attorney for Defendant

**10/05/2010** Rtn of Service of Summons & Compl (OF SUMMONS ON CROSS-COMPLAINT AS TO MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION )  
Filed by Attorney for Defendant

**10/05/2010** Partial Dismissal With Prejudice (COMPLAINT (DOESN'T CLOSE CASE; X/C WAS FILED 9/1/10)(RFD PLACED IN FILE 10/7/10) W PREJ )  
Filed by Attorney for Plaintiff

**09/29/2010** Request for Correction (RFD REC'D 9-24-10 REJ. REASON: X-COMPL. FILED 9-1-10; )  
Filed by Clerk

**09/23/2010** Rtn of Service of Summons & Compl (AS TO CERRITOS COMMUNITY COLLEGE DISTRICT )  
Filed by Attorney for Plaintiff

**09/23/2010** Rtn of Service of Summons & Compl (AS TO MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION )  
Filed by Attorney for Plaintiff

**09/23/2010** Proof of Service (BY MAIL )  
Filed by Attorney for Plaintiff

**09/23/2010** Rtn of Service of Summons & Compl (AS TO INTERNATIONAL FIDELITY INSURANCE COMPANY )  
Filed by Attorney for Plaintiff

**09/23/2010** Rtn of Service of Summons & Compl (AS TO INTERNATIONAL BUSINESS AND MERCANTILE REASSURANCE )  
Filed by Attorney for Plaintiff

**09/01/2010** Summons Filed (ON CROSS COMPLAINT )  
Filed by Attorney for Cross-Complainant

**09/01/2010** Cross-complaint filed  
Filed by Atty for Defendant and Cross-Compl

**09/01/2010** General Denial  
Filed by Attorney for Defendant

**08/23/2010** Answer to Complaint Filed  
Filed by Attorney for Defendant

**07/22/2010** Complaint filed-Summons Issued

**07/22/2010** Notice-Case Management Conference

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)

**12/01/2010** at 01:30 pm in Department F, Raul A. Sahagun, Presiding  
Conference-Case Management - **Matter held**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

## Case Summary

**Case Number:** TC022804

YERVAND ASADOORAN VS. MINAKO AMERICA CORPORATION, ET AL.

**Filing Date:** 05/14/2009

**Case Type:** Other Employment complaint (General Jurisdiction)

**Status:** Dismissed - Other 04/06/2010

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### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

ASADOORAN YERVAND - Plaintiff

CHARLEY . STOLL A.P.C. - Attorney for Defendant

COMPTON SUPERIOR COURT - File Copy

DOES 1 THROUGH 100 INCLUSIVE - Defendant

KADE MICHAEL P. LAW OFFICE OF - Attorney for Plaintiff

KLEIN A. JOEL - Mediator

MINA REFAAT - Defendant

MINA REGAAT - Erroneously Sued As

MINAKO AMERICA CORPORATION - Defendant

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

### Documents Filed (Filing dates listed in descending order)

**04/06/2010** Request for Entry of Dismissal (WITH PREJUDICE ENTIRE ACTION )  
Filed by Attorney for Plaintiff

**02/02/2010** Statement-Agreement (Full)  
Filed by Mediator

**11/02/2009** Notice-Assignment-Mediator

Filed by ADR Clerk

**10/08/2009** Statement-Case Management  
Filed by Attorney for Plaintiff

**10/08/2009** Notice of Continuance (OF CASE MANAGEMENT CONFERENCE AND  
OF RELOCATION OF JUDGE HOM TO DEPARATMENT A )  
Filed by Attorney for Plaintiff

**08/31/2009** Answer to First Amended Complaint  
Filed by Attorney for Defendant

**07/28/2009** First Amended Complaint  
Filed by Attorney for Plaintiff

**07/20/2009** Lodge Transcript/Record (OF NON-CALIFORNIA AUTHORITIES IN  
SUPPORT OF DEFENDANT REFAAT MINA'S DEMURRER TO PLAINTIFF'S COMPLAINT  
)  
Filed by Attorney for Defendant

**07/17/2009** Miscellaneous-Other (MEMORANDUM OF POINTS AND AUTHORI-  
TIES IN SUPPORT OF DEFENDANT REFAAT MINA'S DEMURRER TO PLAIN- TIFF'S  
COMPLAINT )  
Filed by Attorney for Defendant

**07/17/2009** Proof of Service (DEMURRER TO PLAINTIFF'S COMPLAINT )  
Filed by Attorney for Defendant

**07/17/2009** Demurrer (TO PLAINTIFF'S COMPLAINT; STATE- MENT OF  
DEMURRER )  
Filed by Attorney for Defendant

**07/17/2009** Miscellaneous-Other (MEMORANDUM OF POINTS AND AUTHORI-  
TIES IN SUPPORT OF DEFENDANT MINAKO AMERICA CORPORATION'S DEMURRER  
TO PLAINTIFF'S COMPLAINT )  
Filed by Attorney for Defendant

**07/14/2009** Demurrer (TO PLAINTIFF'S COMPLAINT; STATE- MENT OF  
DEMURRER )  
Filed by Attorney for Defendant

**07/13/2009** Proof of Service (SUMMONS, COMPLAINT, STATEMENT OF DAMAGES  
)  
Filed by Attorney for Plaintiff

**06/23/2009** Proof of Service (SUMMONS AND COMPLAINT )  
Filed by Attorney for Plaintiff

**05/14/2009** Complaint filed-Summons Issued  
Filed by Attorney for Plaintiff

**05/14/2009** Summons Filed  
Filed by Attorney for Plaintiff

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)

**04/06/2010** at 09:00 am in Department A, Rose Hom, Presiding  
Conference-Post Mediation Status (TD: 5-10-10FSC: 4-29-10MCD: 3-05-10) -  
**Matter Placed Off Calendar**

**02/02/2010** in Department ADRO, ADR Neutral, Presiding  
Closed-ADR - **Agreement (Full)**

**10/23/2009** at 09:00 am in Department A, Rose Hom, Presiding  
Conference-Case Management (\*Advanced & cont. from 10-21-09) - **Stipulation  
to Med-\$25,000-50,000**

**08/27/2009** at 10:00 am in Department COMD8, Law & Motion, Presiding  
Hearing on Demurrer - **Matter Placed Off Calendar**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

## Case Summary

**Case Number:** NC042643

TWIN CITY FIRE INSURANCE COMPANY VS REFAAT MINA

**Filing Date:** 07/14/2008

**Case Type:** Ins Coverage/Subro (Complex Only) (General Jurisdiction)

**Status:** Dismissed for Lack of Prosecution 09/29/2008

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### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

DOES 1 THROUGH 10 INCLUSIVE - Defendant

LAW OFFICES OF SLADE J. NEIGHBORS - Attorney for Plaintiff

REFAAT MINA - Defendant

TWIN CITY FIRE INSURANCE COMPANY - Plaintiff

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

### Documents Filed (Filing dates listed in descending order)

**07/14/2008** Summons Filed  
Filed by Attorney for Plaintiff

**07/14/2008** Complaint Filed

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

### Proceedings Held (Proceeding dates listed in descending order)

**09/29/2008** at 08:30 am In Department BEA88C, Roy L. Paul, Presiding  
OSC-Failure to File Proof of Serv. - **Order of Dismissal**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

## Case Summary

Please make a note of the Case Number.</p>

[Click here to access document images for this case.](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

**Case Number:** BC348729

REFAAT HILMY MINA VS REDONDO BEACH UNIFIED SCHOOL DISTRICT

**Filing Date:** 03/09/2006

**Case Type:** Othr Breach Contr/Warr-not Fraud (General Jurisdiction)

**Status:** Dismissed - Other 12/21/2006

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### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

ATKINSON ANDELSON LOYA RUUD & ROMO - Attorney for Defendant/Respondent

HARTFORD FIRE INSURANCE COMPANY - Cross-Defendant

LONG MICHAEL G. ESQ. - Attorney for Plaintiff/Petitioner

MINA REFAAT HILMY - Plaintiff and Cross-Defendant

MINCO CONSTRUCTION - Plaintiff/Petitioner's DBA

REDONDO BEACH UNIFIED SCHOOL DISTRICT - Defendant and Cross-Complainant

WATT TIEDER HOFFAR & FITZGERALD L.L.P. - Attorney for Cross-Defendant

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

Please make a note of the Case Number.</p>

[Click here to access document images for this case.](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

**Documents Filed** (Filing dates listed in descending order)

**01/05/2007** Notice of Entry of Dismissal & P/S  
Filed by Atty for Plaintiff and Cross-Deft

**12/21/2006** Request and Entry of Dismissal (WITH PREJUDICE - ENTIRE ACTION )  
Filed by Attorney for Plaintiff/Petitioner

**07/18/2006** Answer to Unverified Cross-Compl (OF HARTFORD FIRE INSURANCE COMPANY )  
Filed by Atty for Plaintiff and Cross-Deft

**07/10/2006** Proof of Service  
Filed by Attorney for Plaintiff/Petitioner

**06/22/2006** Statement-Case Management  
Filed by Attorney for Defendant/Respondent

**06/21/2006** Statement-Case Management  
Filed by Attorney for Plaintiff/Petitioner

**06/14/2006** Proof of Service  
Filed by Attorney for Plaintiff/Petitioner

**05/22/2006** Summons Filed  
Filed by Attorney for Cross-Complainant

**05/17/2006** Answer to Cross-Complaint (BY X-DEFT REFAAT HILMY MINA, AN INDIVIDUAL DBA MINCO CONSTRUCTION )  
Filed by Atty for Plaintiff and Cross-Deft

**04/26/2006** Answer and Cross-Complaint (of deft )  
Filed by Atty for Defendant and Cross-Compl

**03/22/2006** Notice-Case Management Conference  
Filed by Clerk

**03/15/2006** Proof of Service (SUMMONS AND COMPLAINT PARTY SERVED:REDONDO BEACH UNIFIED SCHOOL DISTRICT )  
Filed by Attorney for Plaintiff/Petitioner

**03/09/2006** Complaint

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)

**01/11/2007** at 08:30 am in Department 74, Teresa Sanchez-Gordon, Presiding  
OSC RE Dismissal (AFTER SETTLEMENT) - **Completed**

**10/25/2006** at 08:30 am In Department 74, Teresa Sanchez-Gordon, Presiding  
Conference-Post Medlation Status - **Completed**

**07/07/2006** at 08:30 am In Department 74, Teresa Sanchez-Gordon, Presiding  
Conference-Case Management - **Completed**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

## Case Summary

**Case Number:** TC021253

SIMPLEXGRINNELL LP VS. MINAKO AMERICA CORPORATION, ET-AL

**Filing Date:** 08/15/2007

**Case Type:** Othr Breach Contr/Warr-not Fraud (General Jurisdiction)

**Status:** Dismissed - Other 09/10/2007

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### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

COMPTON COMMUNITY COLLEGE - Defendant

COMPTON SUPERIOR COURT - File Copy

DOES 1 THROUGH 200 INCLUSIVE - Defendant

DOUGLAS E. BERNHART INC. - Defendant

HARTFORD FIRE INSURANCE - Defendant

MCGUINNESS & ASSOCIATES - Attorney for Plaintiff

MINAKO AMERICA CORPORATION - Defendant

MINCO CONSTRUCTION - Deft's DBA

SIMPLEXGRINNELL LP - Plaintiff

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

### Documents Filed (Filing dates listed in descending order)

**09/10/2007** Request for Dismissal (W/O PRJ AS TO ENTIRE ACTION OF ALL PARTIES AND ALL CAUSES OF ACTION )  
Filed by Attorney for Plaintiff

**08/29/2007** Proof-Service/Summons  
Filed by Attorney for Plaintiff

**08/23/2007** Proof-Service/Summons

Filed by Attorney for Plaintiff

**08/21/2007** Proof-Service/Summons  
Filed by Attorney for Plaintiff

**08/15/2007** Summons Filed

**08/15/2007** Complaint Filed

**08/15/2007** Notice (FIVE-DAY NTC OF ACTION )  
Filed by Attorney for Plaintiff

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)  
None

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

## Case Summary

**Case Number:** GC038766  
TINA TA VS. EL MONTE CITY SCHOOL DISTRICT

**Filing Date:** 03/26/2007  
**Case Type:** Other PI/PD/WD (General Jurisdiction)  
**Status:** Dismissed - Other 06/26/2008

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### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

BISTLINE & COHOON - Attorney for Cross-Defendant  
DECLUES BURKETT & THOMPSON LLP - Atty for Defendant and Cross-Compl  
EL MONTE CITY SCHOOL DIST. - Defendant  
EL MONTE CITY SCHOOL DISTRICT - Defendant  
LAW OFFICE OF PHU DO NGUYEN - Attorney for Plaintiff  
MACCHIAGODENA MARINA A. - Mediator  
MINCO CONSTRUCTION COMPANY - Cross-Defendant  
OWENBY RUTH - Mediator-Immediate Former  
TA TINA - Plaintiff  
TRAN DUNG - Plaintiff

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

### Documents Filed (Filing dates listed in descending order)

**06/26/2008** Request for Entry of Dismissal (ENTIRE ACTION )  
Filed by Attorney for Plaintiff

**05/01/2008** Notice (OF POST MEDIATION STAT CONF OFF CALENDAR AND  
SETTING OF OSC RE DISMISSAL )

Filed by Atty for Defendant and Cross-Compl

**04/25/2008** Statement-Agreement (Full)  
Filed by Mediator

**04/23/2008** Notice of Settlement  
Filed by Attorney for Plaintiff

**04/02/2008** Stipulation and Order (to continue post mediation status conference  
)  
Filed by Atty for Defendant and Cross-Compl

**03/12/2008** Notice-Mediation Hrg Date  
Filed by Mediator

**03/11/2008** Notice-Mediation Hrg Date  
Filed by Mediator

**02/19/2008** Notice-Mediation Hrg Date  
Filed by Mediator

**02/11/2008** Notice of Ruling  
Filed by Attorney for Cross-Defendant

**02/07/2008** Notice-Reassignment-Mediator  
Filed by ADR Clerk

**12/28/2007** Notice-Recusal-ADR Neutral  
Filed by Mediator

**12/07/2007** Notice-Assignment-Mediator  
Filed by ADR Clerk

**10/17/2007** Notice of Ruling  
Filed by Attorney for Cross-Defendant

**07/30/2007** Statement-Case Management  
Filed by Attorney for Defendant

**03/26/2007** Complaint Filed

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)

**05/02/2008** at 08:30 am in Department S, JOSEPH DE VANON, Presiding  
Post Mediation Status Conference - **Off Calendar**

**04/25/2008** at 09:30 am in Department ADR, ADR Neutral, Presiding

Closed-ADR (04/21/08MARINA MACCHIAGODENA - MEDIATOR) - **Agreement (Full)**

**02/07/2008** at 08:30 am in Department S, JOSEPH DE VANON, Presiding Post Mediatlon Status Conference (MEDIATION TO BE COMPLETED BY1/15/08) - **Matter continued**

**10/15/2007** at 08:30 am in Department S, JOSEPH DE VANON, Presiding Conference-Case Management - **Court ordered Med - \$25,000-50,000**

**08/14/2007** at 08:30 am in Department S, JOSEPH DE VANON, Presiding Conference-Case Management - **Continued by Plaintiff**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

## Case Summary

**Case Number:** 06C01679  
TA, TINA VS. EL MONTE CITY SCHOOL DISTRICT

**Filing Date:** 08/11/2006  
**Case Type:** OTHER PI/D/W TORT (Limited Jurisdiction)  
**Filing Court:** El Monte Courthouse  
**Status:** CASE TRANSFERRED

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### Future Hearings

None

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### History Information

#### Parties

**Plaintiff:** TA TINA  
**Attorney:** DO PHU, ANH TUAN & HUY HOANG - PHU DO NGUYEN

**Plaintiff:** TRAN DUNG  
**Attorney:** DO PHU, ANH TUAN & HUY HOANG - PHU DO NGUYEN

**Defendant:** EL MONTE CITY SCHOOL DISTRICT  
**Attorney:** DECLUES, BURKETT & THOMPSON, LLP - GLENN S. GOLDBY ESQ

#### Cross-Complaint 01

**Cross-complainant:** EL MONTE CITY SCHOOL DISTRICT A PUBLIC ENTITY  
**Attorney:** DECLUES, BURKETT & THOMPSON, LLP - GLENN S. GOLDBY ESQ

**Cross-defendant:** MINCO CONSTRUCTION COMPANY AKA MINCOCONSTRUCTION CO.  
**Attorney:** BISTLINE & COHOON, A LAW CORPORATION - GREGORY D. BISTLINE

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### Party Information

#### Histories ( Dates listed in descending order)

**09/28/2007** CASE MANAGEMENT STATEMENT FILED AS TO (EL MONTE CITY SCHOOL DISTRICT) .

**03/29/2007** RECEIPT FOR RECORD OF TRANSFER FILED. NEW CASE NUMBER GC038766 .

**03/23/2007** RECEIPT FOR RECORD AND TRANSFER DOCUMENTS FORWARDED

TO  
PASADENA COURT.

**03/23/2007** AMENDED NOTICE OF TRANSMITTAL/FILING RECORD ON TRANSFER  
MAILED TO RESPECTIVE PARTIES.

**03/22/2007** REJECT SHEET RECEIVED FROM NORTHEAST DISTRICT, ALHAMBRA  
CT  
RETURNING THE TRANSFER DOCUMENTS, DUE TO THE FACT THE  
DOCUMENTS BELONGS TO UNLIMITED COURT PASADENA.

**03/08/2007** PURSUANT TO ORDER FOR TRANSFER AND FEES HAVING BEEN  
PAID,  
ENTIRE FILE FORWARDED TO THE PASADENA-UNLIMITED COURT  
VIA COURT MESSENGER . RECEIPT # PAID .

**03/05/2007** RECEIVED FEES FROM ATTORNEY ETHAN YSAIS IN THE SUM OF \$  
140.00 FOR TRANSFER OF CASE . RECEIPT # ELM136007007

**02/28/2007** MATTER SET FOR HEARING ON ORDER TO SHOW CAUSE ON  
04/04/07  
AT 09:00A M, IN DEPT. 001 .

**02/28/2007** NOTICE OF CHANGE OF ADDRESS FOR ATTORNEY FOR  
PLAINTIFF  
(TA, TINA)  
FILED.

**02/28/2007** NOTICE OF CHANGE OF PHONE NUMBER FOR ATTORNEY FOR  
PLAINTIFF  
(TA, TINA)  
FILED.

**02/20/2007** CASE MANAGEMENT STATEMENT FILED AS TO (TA, TINA) .

**02/13/2007** ANSWER OF CROSS-DEFENDANT(S): (MINCO CONSTRUCTION  
COMPANY) TO CROSS-COMPLAINT OF CROSS-COMPLAINANT(S): (EL  
MONTE CITY SCHOOL DISTRICT) A PUBLIC ENTITY FILED.  
RECEIPT # ELM136007027 .

**02/13/2007** CASE MANAGEMENT STATEMENT FILED AS TO (EL MONTE CITY  
SCHOOL DISTRICT) .

**02/13/2007** PROOF OF SERVICE RE: SUMMONS ON CROSS-COMPLAINT &  
CROSS-COMPLAINT STIPULATION FOR LEAVE TO FILE A SECOND  
AMENDED COMPLAINT AND ORDER THEREON FILED. SERVED AS TO  
(MINCO CONSTRUCTION COMPANY) AKA (MINCO CONSTRUCTION CO.,)  
. COSTS OF \$ 50.98 .

**01/19/2007** 2ND AMENDED COMPLAINT FILED. RECEIPT # PAIDON080606 .

**01/19/2007** ANSWER TO 2ND AMENDED COMPLAINT FILED AS TO (EL MONTE CITY SCHOOL DISTRICT) A PUBLIC ENTITY . RECEIPT # 6103GC

**01/19/2007** CROSS-COMPLAINT FILED. CROSS-COMPLAINANT(S): (EL MONTE CITY SCHOOL DISTRICT) A PUBLIC ENTITY .  
CROSS-DEFENDANT(S): (MINCO CONSTRUCTION COMPANY) AKA (MINCO CONSTRUCTION CO.,) . RECEIPT # 6103GC .

**01/19/2007** SUMMONS ON CROSS-COMPLAINT ISSUED.

**01/12/2007** NOTICE OF RULING RE: DEMURRER TO SECOND AMENDED COMPLAINT FILED.

**01/11/2007** MINUTE ORDER AND CLERK'S NOTICE OF RULING MAILED TO ALL PARTIES. CLERK'S CERTIFICATE OF SERVICE FILED.

**01/10/2007** CAUSE CALLED AT 02:00P M, IN DIV. 001 , HON. JAMES LEBERTHON, JUDGE PRO TEM PRESIDING FOR HEARING RE: DEMURRER . THE COURT RULES AS FOLLOWS: DEMURRER IS SUSTAINED WITHOUT LEAVE TO AMEND AS TO THE SECOND, THIRD AND FOURTH CAUSES OF ACTION. DEMURRER IS OVERRULED AS TO THE FIRST CAUSE OF ACTION. . MATTER IS SET FOR STATUS CONFERENCE ON 02/28/07 AT 9:30AM IN DIVISION 001.

**01/10/2007** CASE FILE RETURNED TO CIVIL DEPARTMENT FROM COURTROOM.

**01/10/2007** MATTER SET FOR STATUS CONFERENCE ON 02/28/07 AT 09:30A M, IN DIV. 001 .

**01/05/2007** OPPOSITION TO DEMURRER TO SECOND AMENDED COMPLAINT ; POINTS AND AUTHORITES IN SUPPORT THEREOF FILED BY (TA, TINA) .

**01/03/2007** NOTICE RE: NON-RECEIPT OF OPPOSITION TO DEMURRER TO SECOND AMENDED COMPLAINT FILED.

**12/28/2006** CAUSE CALLED AT 09:00A M, IN DIV. 001 , HON. RICHARD BERRY PRESIDING FOR HEARING RE: CASE MANAGEMENT REVIEW . THE COURT RULES AS FOLLOWS: ALL PARTIES PRESENT AND INFORM THE COURT THAT THEY ARE IN THE PROCESS OF TAKING DEPOSITIONS. STIPULATION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT AND ORDER THEREON IS SIGNED BY JUDGE RICHARD G. BERRY. MATTER TO REMAIN ON CALENDAR FOR DATE OF 1/10/07 AT 2:00 P.M. FOR DEMURRER.

**12/28/2006** MINUTE ORDER AND CLERK'S NOTICE OF RULING MAILED TO ALL PARTIES. CLERK'S CERTIFICATE OF SERVICE FILED.

**12/28/2006** CASE FILE RETURNED TO CIVIL DEPARTMENT FROM COURTROOM.

**12/28/2006** MATTER SET FOR HEARING ON 01/10/07 AT 02:00P M, IN DIV. 001 . RE: DEMURRER

**12/20/2006** MINUTE ORDER AND CLERK'S NOTICE OF RULING MAILED TO ALL PARTIES. CLERK'S CERTIFICATE OF SERVICE FILED.

**12/20/2006** CASE FILE RETURNED TO CIVIL DEPARTMENT FROM COURTROOM.

**12/20/2006** CASE MANAGEMENT STATEMENT FILED AS TO (TA, TINA) , (TRAN, DUNG) .

**12/19/2006** SUPPLEMENTAL DECLARATIONS OF TINA TA AND DUNG TRAN IN SUPPORT OF MOTION TO RECLASSIFY CASE FROM LIMITED TO UNLIMITED JURISDICTION FILED BY (TA, TINA) , (TRAN, DUNG) .

**12/19/2006** CAUSE CALLED AT 02:00P M, IN DIV. 001 , HON. RICHARD BERRY PRESIDING FOR HEARING RE: MOTION TO RECLASSIFY CASE FROM LIMITED TO UNLIMITED JURISDICTION . MOTION IS GRANTED.

**12/13/2006** CASE MANAGEMENT STATEMENT FILED AS TO (EL MONTE CITY SCHOOL DISTRICT) .

**12/11/2006** NOTICE RE: DEMURRER AND DEMURRER TO SECOND AMENDED COMPLAINT FOR NEGLIGENCE, VICARIOUS LIABILITY, INVERSE CONDEMNATION AND NUISANCE; MEMORANDUM OF POINTS AND AUTHORITIES FILED.

**12/11/2006** REQUEST RE: JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO THE SECOND AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION RECEIVED AND FILED. OF GLENN S. GOLDBY

**11/28/2006** CASE FILE RETURNED TO CIVIL DEPARTMENT FROM COURTROOM.

**11/21/2006** CAUSE CALLED AT 02:00P M, IN DIV. 001 , HON. ROBERT HARRISON PRESIDING FOR HEARING RE: MOTION TO RECLASSIFY CASE FROM LIMITED TO UNLIMITED JURISDICTION AND DEMURRER. . THE COURT RULES AS FOLLOWS: MATTER IS CONTINUED TO 12/19/06 AT 1:30 P.M. IN DEPARTMENT 001. PLAINTIFF TO GIVEN NOTICE.

**11/21/2006** MATTER SET FOR HEARING ON 12/19/06 AT 02:00P M, IN DIV. 001 . RE: MOTION TO RECLASSIFY CASE FROM LIMITED TO UNLIMITED JURISDICTION AND DEMURRER.

**11/16/2006** STIPULATION RE: LEAVE TO FILE SECOND AMENDED COMPLAINT FILED AND ORDER THEREON RECEIVED. CASE FILE FORWARDED TO DIV. 001 FOR CONSIDERATION. RECEIPT # PAID .

**11/13/2006** NOTICE RE: NON-RECEIPT OF OPPOSITION TO DEMURRER TO FIRST AMENDED COMPLAINT FILED.

**10/25/2006** NOTICE OF MOTION TO RECLASSIFY CASE FROM LIMITED TO UNLIMITED JURISDICTION; AND PROPOSED ORDER , DECLARATION, AND POINTS AND AUTHORITIES IN SUPPORT THEREOF FILED. RECEIPT # 00.00 . MATTER SET FOR HEARING ON 11/21/06 AT 02:00P M, IN DIV. 001 .

**10/25/2006** CASE FILE FORWARDED TO DIVISION 001 FOR CONSIDERATION .

**10/23/2006** NOTICE RE: DEMURRER AND DEMURRER TO FIRST AMENDED COMPLAINT FOR NEGLIGENCE, VICARIOUS LIABILITY, INVERSE CONDEMNATION AND NUISANCE; MEMORANDUM OF POINTS AND AUTHORITIES FILED.

**10/23/2006** REQUEST RE: FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO THE FIRST AMENDED COMPLAINT; MEMORANDUM OF POINTS & AUTHORITIES; RECEIVED AND FILED. DECLARATION OF GLENN S. GOLDBY

**10/18/2006** NOTICE RE: TAKING DEMURRER TO COMPLAINT OF PLAINTIFFS, TINA TA AND DUNG TRAN, OFF-CALENDAR FILED.

**10/13/2006** FIRST AMENDED COMPLAINT FILED. NO SUMMONS ISSUED .

**09/28/2006** DEMURRER TO COMPLAINT AND P & A'S IN SUPPORT THEREOF FILED BY (EL MONTE CITY SCHOOL DISTRICT) . MATTER NOTICED FOR HEARING ON 11/01/06 AT 02:00P M IN DIV. 001 . RECEIPT # 6103.4GC

**09/28/2006** REQUEST RE: JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO THE COMPLAINT; MEMO OF P & A AND DECL. RECEIVED AND FILED.

**09/26/2006** PROOF OF SERVICE RE: SUMMONS, COMPLAINT, NOTICE OF CASE MANAGEMENT REVIEW AND CIVIL CASE COVER SHEET ADDENDUM FILED. SERVED AS TO (EL MONTE CITY SCHOOL DISTRICT) . COSTS OF \$ 110.00 .

**09/18/2006** REJECT SHEET SENT TO (TA, TINA) FOR REJECTION OF PROOF OF SERVICE OF SUMMONS: NAME OF DEFENDANT ON PROOF OF SERVICE DOES NOT MATCH THE NAME OF THE DEFENDANT ON THE COMPLAINT SUBMITTED ON 09/15/06

**08/11/2006** COMPLAINT FILED. RN ELM135994016.

**08/11/2006** SUMMONS ISSUED.

**08/11/2006** NON-APPEARANCE CASE MANAGEMENT REVIEW SCHEDULED FOR 12/28/06 AT 09:00A M, IN DIV/DEPT. 001 . CLERK`S

CERTIFICATE OF SERVICE MAILED/GIVEN TO RESPECTIVE  
PARTIES/COUNSEL ON 08/11/06

**08/11/2006** SUMMONS FILED .

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[Case Information](#) | [Party Information](#) | [History Information](#)

## Case Summary

**Case Number:** BS094624  
REFAAT HILMY MINA VS LUXOR PLUMBING AND FIRE PROTECTION

**Filing Date:** 01/24/2005  
**Case Type:** Petn to Comp/Conf Arbitration (General Jurisdiction)  
**Status:** Dismissed - Other 01/27/2006

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### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

KEPIRO LAWRENCE G. ESQ. - Attorney for Plaintiff/Petitioner  
LUXOR PLUMBING AND FIRE PROTECTION - Defendant/Respondent  
MINA REFAAT HILMY - Plaintiff/Petitioner  
MINCO CONSTRUCTION - Plaintiff/Petitioner's DBA  
MORROW CHRISTOPHER G. ESQ. - Attorney for Petitioner

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

### Documents Filed (Filing dates listed in descending order)

**02/07/2006** Notice of Entry of Dismissal & P/S  
Filed by Attorney for Pltf/Petr

**01/27/2006** Request for Dismissal (without prejudice; Entire action of all parties & all causes of action; )  
Filed by Attorney for Petitioner

**11/21/2005** Notice of Ruling  
Filed by Attorney for Deft/Respnt

**02/24/2005** Proof of Service (LUXOR PLUMBING AND FIRE PROTECTION )  
Filed by Attorney for Plaintiff/Petitioner

**01/24/2005** Petition

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)

**02/06/2006** at 08:30 am in Department 24, Robert L. Hess, Presiding  
Order to Show Cause (\*\* OFF CALENDAR CASE DISMISSED ON01-27-06; \*\*) -  
**Case Dismissed/Disposed**

**12/16/2005** at 08:30 am in Department 24, Robert L. Hess, Presiding  
Conference-Post Mediation Status - **Proceeding continued**

**11/18/2005** at 08:30 am in Department 24, Robert L. Hess, Presiding  
Conference-Post Mediation Status - **Proceeding continued**

**04/19/2005** at 08:30 am in Department 24, Robert L. Hess, Presiding  
Hearing on Petition (PETITION TO COMPEL ARBITRATION) - **Proceeding  
continued**

**04/05/2005** at 08:30 am in Department 24, Robert L. Hess, Presiding  
Hearing on Petition (PETITION TO COMPEL ARBITRATION) - **Off Calendar**

**03/11/2005** at 08:30 am in Department 24, Robert L. Hess, Presiding  
Hearing on Petition (PETITION TO COMPEL ARBITRATION) - **Off Calendar**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

## Case Summary

Please make a note of the Case Number.</p>

[Click here to access document images for this case.](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

**Case Number:** BC322406

LUXOR PLUMBING AND FIRE VS REFAAT HILMY MINA ET AL

**Filing Date:** 10/01/2004

**Case Type:** Othr Breach Contr/Warr-not Fraud (General Jurisdiction)

**Status:** Dismissed - Other 01/27/2006

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### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

DOE STOP NOTICE RELEASE BOND SURETY - Defendant/Respondent

FELDMAN MARK A. ATTORNEY AT LAW - Attorney for Plaintiff/Petitioner

HARTFORD FIRE INSURANCE COMPANY - Defendant/Respondent

LAWRENCE KEPIRO - Attorney for Deft/Respnt

LUXOR PLUMBING AND FIRE PROTECTION - Plaintiff/Petitioner

MINA REFAAT HILMY - Defendant/Respondent

MINCO CONSTRUCTION - Defendant/Respondent's DBA

REDONDO BEACH UNIFIED SCHOOL DISTRICT - Defendant/Respondent

SEDGWICK DETERT MORAN & ARNOLD - Attorney for Deft/Respnt

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[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

Please make a note of the Case Number.</p>

[Click here to access document images for this case.](#)

If this link fails, you may go to the Case Document Images site and search using

the case number displayed on this page.

**Documents Filed** (Filing dates listed in descending order)

**02/02/2006** Notice of Entry of Dismissal & P/S

Filed by Attorney for Plaintiff/Petitioner

**01/27/2006** Request and Entry of Dismissal (w/prejudice as to entire action of all parties and all causes of action )

Filed by Attorney for Plaintiff/Petitioner

**12/22/2005** Notice-Settlement

Filed by Attorney for Plaintiff/Petitioner

**08/02/2005** Miscellaneous-Other (CIVIL DEPOSIT )

Filed by Court

**07/27/2005** Stipulation and Order (STAYING PROCEEDINGS PENDING ARBITRATION )

Filed by Attorney for Deft/Respnt

**01/28/2005** Answer

Filed by Attorney for Deft/Respnt

**01/24/2005** Stipulation and Order (TO SET ASIDE DEFAULT AGAINST HARTFORD )

Filed by Attorney for Deft/Respnt

**01/19/2005** Statement-Case Management

Filed by Attorney for Deft/Respnt

**01/14/2005** Statement-Case Management

Filed by Attorney for Deft/Respnt

**01/11/2005** Statement-Case Management

Filed by Attorney for Pltf/Petrnr

**12/07/2004** Notice of Ruling

Filed by Attorney for Pltf/Petrnr

**12/06/2004** Partial Dismissal (w/o Prejudice) (AS TO REFAAT HILMY MINA; )

Filed by Attorney for Pltf/Petrnr

**11/29/2004** Proof of Service (hartford fire insurance company )

Filed by Attorney for Pltf/Petrnr

**11/29/2004** Summons Filed

Filed by Attorney for Pltf/Petrnr

**11/29/2004** Default Entered (hartford fire insurance company SET ASIDE PER

STIP. & ORDER FILED 1/24/05 )  
Filed by Attorney for Pltf/Petnr

**11/24/2004** Opposition Document (TO MOTION TO COMPEL ARBITRATION AND  
STAY PROCEEDINGS; )  
Filed by Attorney for Pltf/Petnr

**11/24/2004** Notice (OF CASE MANAGEMENT CONFERENCE; )  
Filed by Attorney for Pltf/Petnr

**11/18/2004** Answer  
Filed by Attorney for Deft/Respnt

**11/05/2004** Answer  
Filed by Attorney for Deft/Respnt

**10/05/2004** Notice-Case Management Conference  
Filed by Clerk

**10/01/2004** Complaint Fld - No Summons Issued

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)

**01/27/2006** at 01:30 pm In Department 54, Ernest Hiroshige, Presiding  
Mandatory Settlement Conference - **Case Dismissed/Disposed**

**08/05/2005** at 10:00 am In Department 54, Ernest Hiroshige, Presiding  
Mandatory Settlement Conference - **Off Calendar**

**08/02/2005** at 03:30 pm In Department 54, Ernest Hiroshige, Presiding  
Exparte proceeding - **Completed**

**01/24/2005** at 09:00 am In Department 54, Ernest Hiroshige, Presiding  
Conference-Case Management - **Completed**

**12/06/2004** at 08:30 am In Department 54, Ernest Hiroshige, Presiding  
Motion - **Off Calendar**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

## Case Summary

**Case Number:** 95C01012  
TRAFFIC CONTROL SERVICE, INC. VS. MINCO CONSTRUCTION

**Filing Date:** 06/21/1995  
**Case Type:** BREACH CONTRACT (Limited Jurisdiction)  
**Filing Court:** Michael Antonovich Antelope Valley Courthouse  
**Status:** CASE DISMISSED

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### Future Hearings

None

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### History Information

#### Parties

**Plaintiff:** TRAFFIC CONTROL SERVICE INC.  
**Attorney:** LAW OFFICES OF PHILIP L. HUMMEL, IV - PHILIP L. HUMMEL, IV

**Defendant:** MINCO CONSTRUCTION  
**Attorney:** None

**Defendant:** MINA REFAAT HILMOI  
**Attorney:** None

**Defendant:** STAR INSURANCE COMPANY  
**Attorney:** ATTORNEY AT LAW - GEOFFREY R. HUDSON ESQ

**Defendant:** CALIFORNIA DEPARTMENT OF TRANSPORTATION  
**Attorney:** ATTORNEY FOR DEPT. OF TRANSPORTATION - V. R. INMAN

#### Cross-Complaint 01

**Cross-complainant:** STAR INSURANCE COMPANY  
**Attorney:** ATTORNEY AT LAW - GEOFFREY R. HUDSON ESQ

**Cross-defendant:** MINA REFAAT IND. AND DBA MINCO CONSTRUCTION  
**Attorney:** None

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### Party Information

#### Histories ( Dates listed in descending order)

**10/31/1997** CASE FILE ORDERED DESTROYED PER SECTION(S) 71008 AND/OR

68152 OF THE GOVERNMENT CODE.

**10/31/1997** PURSUANT TO COURT ORDER THE CASE FILE WAS DESTROYED ON 10/31/97 .

**11/13/1995** DISMISSAL WITHOUT PREJUDICE FILED FOR THE ENTIRE ACTION AS  
TO ALL DEFENDANTS AND ALL CAUSES OF ACTION. .

**10/06/1995** GENERAL DENIAL OF (STAR INSURANCE COMPANY) .  
CROSS-COMPLAINT FILED. CROSS-COMPLAINANT (STAR INSURANCE  
COMPANY) . CROSS-DEFENDANT (MINA, REFAAT) IND. AND DBA  
(MINCO CONSTRUCTION) . RN 118680

**10/06/1995** SUMMONS ON CROSS-COMPLAINT ISSUED.

**09/11/1995** REQUEST FILED AND DEFAULT ENTERED OF (MINCO  
CONSTRUCTION)  
. DECLARATION UNDER 585.5 CCP, DECLARATION PURSUANT TO  
587 CCP, MEMO OF COSTS, AND DECLARATION OF NON-MILITARY  
STATUS FILED.

**09/11/1995** REQUEST FILED AND DEFAULT ENTERED OF (MINA, REFAAT  
HILMOI) . DECLARATION UNDER 585.5 CCP, DECLARATION  
PURSUANT TO 587 CCP, MEMO OF COSTS, AND DECLARATION OF  
NON-MILITARY STATUS FILED.

**08/21/1995** ANSWER FILED OF (CALIFORNIA DEPARTMENT OF  
TRANSPORTATION)  
. RN EXEMPT .

**07/31/1995** PROOF OF SERVICE RE: SUMMONS, COMPLAINT AND STATEMENT  
OF  
DAMAGES FILED. SERVED AS TO (CALIFORNIA DEPARTMENT OF  
TRANSPORTATION) . COSTS OF \$ 25.00 .

**07/20/1995** PROOF OF SERVICE FILED .

**07/07/1995** PROOF OF SERVICE RE: SUMMONS AND COMPLAINT; STATEMENT  
OF  
DAMAGES FILED. SERVED AS TO (MINCO CONSTRUCTION) .  
COSTS OF \$ .00 .

**07/07/1995** PROOF OF SERVICE RE: SUMMONS AND COMPLAINT FILED. SERVED  
AS TO (MINA, REFAAT HILMOI) . COSTS OF \$ .00 .

**06/21/1995** COMPLAINT FILED. RN 053750.

**06/21/1995** SUMMONS ISSUED.

**06/21/1995** STATEMENT OF DAMAGES FILED.

**06/21/1995** NOTICE OF PROCEEDINGS FILED. .

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## Case Summary

Please make a note of the Case Number.</p>

[Click here to access document images for this case.](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

**Case Number:** BC303686

ROBERT CORONA ET AL VS CENTINELA VALLEY UNION SCHOOL ET AL

**Filing Date:** 10/06/2003

**Case Type:** Civil Rights (General Jurisdiction)

**Status:** Dismissed - Other 02/23/2006

---

### Future Hearings

None

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[Documents Filed](#) | [Proceeding Information](#)

### Parties

CENTINELA VALLEY UNION SCHOOL DISTRICT - Defendant/Respondent

CORONA ROBERT - Plaintiff/Petitioner

GIBEAUT MAHAN & BRISCOE LAW O/O - Attorney for Deft/Respnt

HENDERSON LARRY - Plaintiff/Petitioner

INTERNATIONAL BROTHERHOOD OF ELECTRICAL - Plaintiff/Petitioner

KEENBERG SUSAN - Mediator

KEPIRO LAWRENCE G. ESQ. - Attorney for Deft/Respnt

MINA RAFAT - Defendant/Respondent

MINA REFAAT - Defendant/Respondent's AKA

MINCO CONSTRUCTION - Defendant/Respondent's DBA

MINCO CONSTRUCTION & ENGINEERING - Defendant/Respondent's AKA

NORTON KEVIN - Plaintiff/Petitioner

OEDY BOB - Plaintiff/Petitioner

SINGER HOPE J. ESQ. - Attorney for Plaintiff/Petitioner

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**Documents Filed** (Filing dates listed in descending order)

Click on any of the below link(s) to see documents filed on or before the date indicated:

[01/07/2004](#)

**02/23/2006** Request and Entry of Dismissal (w/out prej., entire action court enforcing the terms of the sttlmnt agreement, which has been signed but not found )

Filed by Attorney for Pltf/Petr

**01/31/2006** Notice of Continuance

Filed by Attorney for Pltf/Petr

**12/22/2005** Notice (of further osc )

Filed by Attorney for Pltf/Petr

**12/20/2005** Request (OF PLTF TO SET A FURTHER SHOW CAUSE HEARING AND OR TO CALENDAR A TRIAL SETTING CONF )

Filed by Attorney for Plaintiff/Petitioner

**10/31/2005** Notice (of osc re dismiss. )

Filed by Attorney for Pltf/Petr

**10/27/2005** Notice-Settlement

Filed by Attorney for Plaintiff/Petitioner

**06/02/2005** Notice of Trial (AND RELATED RULINGS )

Filed by Attorney for Plaintiff/Petitioner

**05/27/2005** Declaration (of h.singer )

Filed by Attorney for Pltf/Petr

**02/28/2005** Statement-Non-Agreement

Filed by Mediator

**12/22/2004** Notice-Assignment-Mediator

Filed by ADR Clerk

**12/16/2004** Status Conference Questionnaire  
Filed by Attorney for Deft/Respnt

**12/09/2004** Status Conference Questionnaire  
Filed by Attorney for Pltf/Petnr

**08/31/2004** Notice of Ruling  
Filed by Attorney for Deft/Respnt

**07/29/2004** Notice of Status Conference filed  
Filed by Attorney for Pltf/Petnr

**06/18/2004** Notice of Status Conference filed

**05/12/2004** Answer to Complaint  
Filed by Attorney for Deft/Respnt

**05/07/2004** Answer to Complaint  
Filed by Attorney for Deft/Respnt

**04/16/2004** Notice of Change of Address  
Filed by Attorney for Deft/Respnt

**01/13/2004** Opposition Document (supplemental opposition to demurr )  
Filed by Attorney for Pltf/Petnr

**01/08/2004** Reply/Response (to opp to demurrer )  
Filed by Attorney for Deft/Respnt

**01/08/2004** Reply/Response (TO OPP TO MTN TO STRIKE )  
Filed by Attorney for Deft/Respnt

Click on any of the below link(s) to see documents filed on or before the date  
Indicated:

[TOP](#) [01/07/2004](#)

**01/07/2004** Statement-Case Management  
Filed by Attorney for Pltf/Petnr

**12/31/2003** Opposition Document (to mtn to strike )  
Filed by Attorney for Pltf/Petnr

**12/31/2003** Opposition Document (to demurrer )  
Filed by Attorney for Pltf/Petnr

**12/30/2003** Statement-Case Management  
Filed by Attorney for Deft/Respnt

**12/22/2003** Notice of Continuance (CASE MANAGEMENT CONFERENCE )  
Filed by Attorney for Defendant/Respondent

**12/18/2003** Miscellaneous-Other (ntc of continuance of hearing demu rrer )  
Filed by Attorney for Defendant/Respondent

**12/09/2003** Stipulation and Order (TO CONTINUE CASE MANAGEMENT  
CONFERENCE AND ORDER THEREON )  
Filed by Attorney for Deft/Respnt

**11/24/2003** Demurrer  
Filed by Attorney for Deft/Respnt

**11/20/2003** Notice of Continuance  
Filed by Attorney for Deft/Respnt

**11/19/2003** Notice-Case Management Conference  
Filed by Clerk

**11/17/2003** Motion to Strike  
Filed by Attorney for Deft/Respnt

**10/22/2003** Affidavit - misc (of Reasonable diligence )  
Filed by Attorney for Plaintiff/Petitioner

**10/06/2003** Complaint

Click on any of the below link(s) to see documents filed on or before the date  
Indicated:

TOP 01/07/2004

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[Case Information](#) | [Party Information](#) | [Documents Filed](#)

**Proceedings Held** (Proceeding dates listed in descending order)

**02/24/2006** at 08:30 am in Department 89, Judith Chirlin, Presiding  
OSC RE Dismissal - **Case Dismissed/Disposed**

**01/31/2006** at 08:30 am in Department 89, Judith Chirlin, Presiding  
OSC RE Dismissal - **Held-Continued**

**12/21/2005** at 08:30 am in Department 89, Judith Chirlin, Presiding  
OSC RE Dismissal - **Held-Continued**

**11/01/2005** at 08:30 am in Department 89, Judith Chirlin, Presiding  
Final Status Conference - **Case Deemed Settled**

**06/01/2005** at 08:30 am in Department 89, Judith Chirlin, Presiding

Conference-Post Mediation Status - **Completed**

**03/15/2005** at 08:30 am in Department 89, Judith Chirlin, Presiding  
Conference-Post Mediation Status ((cont. from 12/17/04)) - **Held-Continued**

**02/28/2005** at 10:00 am in Department ADRO, ADR Neutral, Presiding  
Closed-ADR (SUSAN KEENBERG, MEDIATOR) - **Non-Agreement**

**12/17/2004** at 08:30 am in Department 89, Judith Chirlin, Presiding  
Conference-Post Mediation Status - **Status Conference continued**

**08/30/2004** at 08:30 am in Department 89, Judith Chirlin, Presiding  
Status Conference - **Completed**

**07/15/2004** at 08:30 am in Department 89, Judith Chirlin, Presiding  
Non-Appearance (Case Review) - **Completed**

**04/19/2004** in Department 89, Judith Chirlin, Presiding  
Ruling on Submitted Matter - **Completed**

**01/13/2004** at 08:30 am in Department 89, Judith Chirlin, Presiding  
Conference-Case Management (and MOTION TO STRIKE) - **Submitted**

**01/07/2004** at 08:31 am in Department 89, Judith Chirlin, Presiding  
Hearing on Demurrer - **Matter continued**

**12/10/2003** in Department 89, Judith Chirlin, Presiding  
Non-Appearance (Case Review) - **Completed**

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[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

Print this page

CASE SUMMARY				
Case No.	Case Title	Case Type	Filing Date	Category
07CC06696	ORANGE COUNTY IBEW-BECA VS MINAKO AMERICA CORP	OTHER EMPLOYMENT	06/08/2007	CIVIL - UNLIMITED

### Participants

Results 1 - 7 of 7

Name	Type	Assoc	Start Date	End Date
FISHER & PHILLIPS LLP	ATTORNEY		07/27/2007	
LAW OFFICES OF ELLYN MOSCOWITZ	ATTORNEY		11/01/2007	
ORANGE COUNTY ELECTRICAL JOINT APPRENT	PLAINTIFF		06/08/2007	
PATRICK T COONEY, LAW OFFICE OF	ATTORNEY		06/08/2007	
INTERNATIONAL BROTHERHOOD OF ELECTRICIA	PLAINTIFF		06/08/2007	
MINAKO AMERICA CORPORATION	DEFENDANT		06/08/2007	
ORANGE COUNTY IVEW-NECA LABOR MANAGEME	PLAINTIFF		06/08/2007	

### Hearings

Event	Scheduled Date	Start Time	Dept	Judge
No Records Found				

### Register of Actions

Results 1 - 24 of 24

ROA #	Add to Cart +/-	Docket Entry	Filing Date	Pages
26		CASE DISMISSED WITH DISPOSITION OF REQUEST FOR DISMISSAL	05/01/2009	
25		REQUEST FOR DISMISSAL WITH PREJUDICE - ENTIRE ACTION FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITT ON 05/01/2009	05/01/2009	1
24		CLERK'S CERTIFICATE OF SERVICE BY MAIL GENERATED	06/27/2008	1
23		MINUTES FINALIZED FOR CHAMBERS WORK 06/26/2008 07:01:15 AM.	06/26/2008	1
22		CASE REASSIGNED TO OMNI EFFECTIVE 06/26/2008.	06/27/2008	
19		NOTICE OF SETTLEMENT (OF ENTIRE CASE) FILED BY ORANGE COUNTY ELECTRICAL JOINT APPRENTICESHIP COMMITTEE ON 06/23/2008	06/23/2008	2
18		CASE REASSIGNED TO POLOS,PETER EFFECTIVE 01/28/2008.	01/29/2008	2
17		JURY TRIAL REASSIGNED TO AT CENTRAL	01/28/2008	

16	JUSTICE CENTER ON AT 09:00:00 AM. CASE MANAGEMENT CONFERENCE HEARD ON 11/14/2007 AT 09:00:00 IN CJC AT CENTRAL JUSTICE CENTER	11/14/2007
15	MINUTES GENERATED (ORDER - MINUTE ORDER) ON 11/14/2007	12/08/2007 N/V
14	CASE MANAGEMENT STATEMENT (CASE MANAGEMENT STATEMENT) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 11/02/2007	11/02/2007 N/V
13	ASSOCIATION OF ATTORNEY (ASSOCIATION OF ATTORNEY) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 11/01/2007	11/01/2007 N/V
12	PROOF OF SERVICE (PROOF OF SERVICE) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 11/01/2007	11/01/2007 N/V
11	CASE MANAGEMENT STATEMENT (CASE MANAGEMENT STATEMENT) WAS FILED BY MINAKO AMERICA CORPORATION ON 10/30/2007	10/30/2007 N/V
10	PROOF OF SERVICE (PROOF OF SERVICE) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 10/29/2007	10/29/2007 N/V
9	STIPULATION AND ORDER (STIPULATION AND ORDER) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 10/29/2007	10/29/2007 N/V
8	NOTICE - OTHER (NOTICE OF CMC HEARING) WAS FILED ON 09/28/2007	09/28/2007 N/V
7	PROOF OF SERVICE (PROOF OF SERVICE) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 08/31/2007	08/31/2007 N/V
6	STATEMENT RE MEET AND CONFER (MEET AND CONFER STATEMENT) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 08/31/2007	08/31/2007 N/V
5	PROOF OF SERVICE (PROOF OF SERVICE - SUBSTITUTED) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 08/15/2007	08/15/2007 N/V
4	ANSWER TO COMPLAINT (ANSWER/GENERAL DENIAL TO COMPLAINT/PETITION) WAS FILED BY MINAKO AMERICA CORPORATION ON 07/27/2007	07/27/2007 N/V
3	COMPLAINT (COMPLAINT) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 06/08/2007	06/08/2007 N/V
	SUMMONS ISSUED AND FILED (SUMMONS	

2	ISSUED AND FILED) WAS FILED BY ORANGE COUNTY IVEW-NECA LABOR MANAGEMENT COOPERATION COMMITTEE ON 06/08/2007	06/08/2007 N/V
1	CASE HAS BEEN INITIATED ON 06/08/2007	06/08/2007