

CASE SUMMARY

Schultz was approached by his sister D. Simmons in November of 2005. She asked that Schultz look at a Home Improvement Project at the residence of L. Petree. The original contractor Dunne Right Construction failed to commence work on the project for 7 months a direct violation of the California Contractors State License Laws and that a complaint report ID#43891 had been filed with the BBB against Dunne (See evidence 1a).

The project was funded by a Reverse Mortgage thru Wells Fargo Bank. Failure by Dunne to commence work on the project had sent the loan in to default. Stipulations within the loan agreement were not being met, in turn the bank was threatening to cancel funding.(See evidence 1b)

On December 15,2005 Schultz met with Petree and her middle age daughter R Simmons, at their residence 191 Chelsea Ave Napa California. Schultz requested daughter R. Simmons be present, read the contract (See evidence with Petree and Schultz, and sign the contract as a representative, co-signor/witness for. Petree. Because Petree was in her seventies, Schultz wanted to eliminate the possibility of any misunderstanding or misinterpretation of the contract, Schultz presented an eight page contract (See evidence 1f) for review by Petree and R Simmons. Because of time restraints being imposed by lender Wells Fargo Bank, all three agreed we must expedite the entire project. Materials, kitchen and bath cabinetry, certain services, including plan redesign, all had to be addressed as a whole. The freedom to order materials at leisure, or in an "as needed" manner was not possible due to inactivity or lack of progress by Dunne the year prior, Schultz would bear the burdens created by Dunnes failure to commence work for a year. Petree, Schultz and R Simmons listed top priorities, and their estimated cost. After further review of cost estimates all agreed that Petree would provide Schultz a check in the amount of \$10,000 to expedite purchases of materials, products and services.(See evidence 1c)

Schultz was found guilty of "Receiving Excessive Funds"count 4 and count 3 "Grand Theft" (See evidence 1d) California Contractor Law Article 6, 1 (a) is the general rule, but Article 6 1(d) line.5 states Terms and conditions set forth in Article 6, 1 (a),(b) do not apply when parties agree for full payment to be made upon.(See evidence 1e)

The tentative start date, first week of January 2006 was delayed one week due to extreme rainfall accumulations, and severe weather conditions.Schultz started the project the second week of January 2006. Because of the delay Schultz adjusted the payment schedule by pushing payments two weeks further out from original dates.

Schultz addressed the kitchen addition/remodel first, and completed the excavation started by Dunne. The weather slowed progress and to make up Schultz worked in the rain. During the period of time Schultz worked, January thru the 11th of March, rainfall totals measured around one foot and to make it worse the project was located at the base of a range of mountains. Schultz was forced to lay in water six inches deep contaminated with cat feces, as 25 cats were allowed to roam the work area .

Schultz excavated the footings, built forms, installed dowels drilled in to concrete, installed reinforcing steel, anchor bolts, a large footing in center of foundation,with steel, all the while running sump pumps in an effort to keep water levels between 4 to 6 inches. Schultz poured concrete foundation and footings. Schultz built framing for subfloor, netting, insulation,joists, earth quake hardware.It was at this point in construction of the addition that the lender Wells

Fargo Banks Representative called Schultz and stated "If the Termite Reports repairs weren't addressed immediately, funding for the project (Reverse Margate Loan) would be called back, and all money already paid out would have to be paid back entirely on demand, or lose the property".

Repairs within the scope of the termite inspection report, dryrot, fungus, termite damage, "Section One Repairs" are not associated nor a part of the H.I.C. Schultz signed with Petree, and R Simmons. In a meeting with Petree, Schultz agreed to stop work on the kitchen addition, and address the termite report repairs, to save her loan from default.

The termite/fungus damage in certain areas of the home was extensive and Schultz was forced to elevate the home on cribbing while repairs were being addressed. Schultz would set the home back down on mud sill with repairs complete. Schultz worked a few weeks on termite report repairs. It's apparent Schultz completed the repairs listed in the termite report issued by Sheridan Termite and pest control, Inspection dated 10/27/2005 just prior to Schultz starting project. A reinspection by Prevention Inspection dated 5/10/2006 just after Schultz left project. The reinspection stated its findings "The property is now free and clear of infestation." (See evidence 1g)

Schultz did not ask for money from Petree for over a month and only after Schultz had completed the termite report repairs. The evening of March 11, 2006 Schultz attempted to discuss with Petree, payment for repairs completed within the scope of the termite inspection report. Petree refused to discuss payment, at which time I informed her payment last received was over a month prior. I told her in a polite, professional manner, that she was in breach of contract, and I will have to sue her in court for payment. Schultz informed Petree he was going to file a stop work notice due to breach of contract, she told him to go ahead. This was the last contact with the project for Schultz.

Schultz filed a "Stop Work Notice" and served it certified mail within 5 days of vacating project. (See evidence 1h)

Schultz attempted to contact Petree multiple times a day for the next two weeks. Not one phone call was answered no messages were returned to Schultz. Petree sent a letter asking Schultz to contact her to resolve the matter, and again Schultz attempted to call Petree but as before his calls were never answered by Petree. (See evidence 1i)

Schultz was contacted on 3/21/2006 by Arturo Rincon CSLB representative handling the complaint filed by Petree. (See evidence 1j) He asked Schultz if he was "Ready Able and Willing" to complete the Petree project. Schultz made it clear he was ready to complete the project. During the mediation process Petree informed the CSLB Rep. Arturo Rincon she had decided to hire a different contractor to complete the project. Schultz was given this information for the contractor taking over the Petree project. (See evidence 1k)

Arturo Rincon Rep for the CSLB contacted Schultz and to Schultz the license board closed the complaint because the client chose to hire a different contractor, and that any legal action for breach of contract would have to be heard in Civil Court. Schultz was later contacted by a law firm representing Petree in an effort to sue Schultz bond. (See evidence 1L) The bond company ruled in Schultz's defense. (See evidence 1m)

A short period of time later Schultz was informed of charges posted on the CSLB web site under Schultz's license and name. (See evidence 1n) A short time after Schultz was informed the charges posted on the CSLB web site were changed. (See evidence 1o) Schultz was later arrested and placed in Jail with \$10,000 Bail. (See evidence 1p)

FOR POLICYHOLDERS USE ONLY

[Signature]

THE COMPANY HAS REVIEWED THE POLICY AND IS SATISFIED THAT THE POLICY IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE POLICY AND THAT THE POLICY IS IN FULL FORCE AND EFFECT.

DATE: 09/21/00

0055-022-000

THE COMPANY HAS REVIEWED THE POLICY AND IS SATISFIED THAT THE POLICY IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE POLICY AND THAT THE POLICY IS IN FULL FORCE AND EFFECT.

DESCRIPTION	AMOUNT	DATE	STATUS
1. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
2. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
3. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
4. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
5. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
6. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
7. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
8. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
9. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
10. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
11. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
12. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
13. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
14. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
15. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
16. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
17. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
18. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
19. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID
20. PREMIUM - 12 MONTHS	1,000.00	09/21/00	PAID

THE COMPANY HAS REVIEWED THE POLICY AND IS SATISFIED THAT THE POLICY IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE POLICY AND THAT THE POLICY IS IN FULL FORCE AND EFFECT.

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\$10,000 CONTRACTORS LICENSE BOND APPLICATION

ECONOMY BONDS & INSURANCE SERVICES

PREMIUM less REBATE:
6335981 * 04
Please check one:

- 1 year \$144 less \$45 = \$99
- 2 years \$199 less \$60 = \$139
- 3 years \$265 less \$76 = \$189

Please make checks payable to Economy Bonds.

If paying by credit card:
TINA RENEE WILSON
 (Credit Card Number) XXXXXXXXXXXXXXXXXXXX
 09/07
 (Expiration Date) LIC3 SO 6/11/04 #3643

CONTRACTORS LICENSE NUMBER OR APPLICATION FEE NUMBER 811728

LICENSE CLASSIFICATION(S) _____

Issue my bond effective 7-15 2004

LICENSE NAME D M Construction

ADDRESS 12232 Luther Rd

CITY/ST/ZIP Auburn, CA 95603-3425

STREET ADDRESS _____

BUSINESS PHONE (530) 885-9913 FAX (530) 889-8977

Bonds with a License or Application Fee Number will be electronically filed with the CSLB. A copy of the bond will be sent to you for your records.

COPY

- If **SOLE PROPRIETORSHIP**, Owner must sign. If married, spouse must also sign.
- If **PARTNERSHIP**, each partner must sign for the partnership and as individual indemnitors.

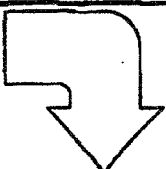
- If **JOINT VENTURE**, A Representative from each entity must sign.
- If **CORPORATION**, President and at least one other officer must sign for the corporation and as individual indemnitors.

INDEMNITY AGREEMENT

I/We, the undersigned, hereby declare that the above statements are true and correct. I/We hereby apply for a contractor's license bond pursuant to Business & Professions Code §7071.6 and §7071.9. I/We agree individually and as a firm to fully indemnify Surety Company of the Pacific against claims, suits, demands, costs, liabilities or legal expense resulting in any way by virtue of any bond issued pursuant to this application. I/We agree that this agreement shall apply to all renewals or substitutions of any bond herein applied for and that Surety Company of the Pacific shall have the exclusive right to determine whether any claim or suit shall be paid. Each of the undersigned hereby authorizes Surety Company of the Pacific and their agents to confirm any and all bank balances and gather any credit or other information it considers necessary and appropriate for purposes of determining whether any bond(s) applied for should be executed. It is agreed that Los Angeles County, Northwest District shall be the appropriate venue for any litigation commenced to enforce this agreement.

PRINT FULL NAME Harold Daniel Schultz, Sole Owner	SIGN NAME <i>X Harold D. Schultz</i>	DATE OF BIRTH 7-17-59
SOCIAL SECURITY NO. 508-90-7955	DATE SIGNED 7-13-04	DRIVER'S LICENSE NO. N8472831
PRINT FULL NAME TINA R. WILSON	SIGN NAME <i>X Tina R. Wilson</i>	DATE OF BIRTH 12-1-63
SOCIAL SECURITY NO.	DATE SIGNED	DRIVER'S LICENSE NO.
PRINT FULL NAME	SIGN NAME X	DATE OF BIRTH
SOCIAL SECURITY NO.	DATE SIGNED	DRIVER'S LICENSE NO.

If Bond of Qualifying Individual is also required, please have Qualifying Individual sign the Indemnity Agreement below.
 QUALIFIER'S LICENSE NUMBER _____



PREMIUM FOR BOND OF QUALIFYING INDIVIDUAL

- 1 year \$129 less \$30 = \$99
- 2 years \$179 less \$50 = \$129
- 3 years \$238 less \$69 = \$169

QUALIFYING INDIVIDUAL INDEMNITY AGREEMENT

I/We, the undersigned, hereby declare that the above statements are true and correct. I/We hereby apply for a contractor's license bond pursuant to Business & Professions Code §7071.6 and §7071.9. I/We agree individually and as a firm to fully indemnify Surety Company of the Pacific against claims, suits, demands, costs, liabilities or legal expense resulting in any way by virtue of any bond issued pursuant to this application. I/We agree that this agreement shall apply to all renewals or substitutions of any bond herein applied for and that Surety Company of the Pacific shall have the exclusive right to determine whether any claim or suit shall be paid. Each of the undersigned hereby authorizes Surety Company of the Pacific and their agents to confirm any and all bank balances and gather any credit or other information it considers necessary and appropriate for purposes of determining whether any bond(s) applied for should be executed. It is agreed that Los Angeles County, Northwest District shall be the appropriate venue for any litigation commenced to enforce this agreement.

PRINT FULL NAME	SIGN NAME X	DATE OF BIRTH
SOCIAL SECURITY NO.	DATE SIGNED	DRIVER'S LICENSE NO.

ECONOMY BONDS & INSURANCE SERVICES
 Lic. No. 0591979

**NO FINANCIAL STATEMENT
 NO CREDIT CHECK**

P.O. Box 276165 Sacramento, CA 95827-6165
 Phone (916) 368-4031, Toll-Free 1-800-278-0689
www.economybonds.com Fax (916) 856-5020

CONTRACTOR AGREEMENT

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THIS AGREEMENT made the Fifteenth day of December, 2005 (year) by and between Dan Schultz (DM Construction), hereinafter called the Contractor and Luella Petree, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at: 191 Chelsea, Napa Ca.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before January 3rd, 2006 (year), and shall be substantially completed on or before February 28, 2006 (year). Time is of the essence. The following constitutes substantial commencement of work pursuant to this proposal and contract: (Specify)

ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of Forty Five Thousand Dollars (\$45,000.00), subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract Price shall be paid in the manner following:

\$10,000.00 signing of contract, \$8,750.00 bi-weekly for four payments for a total of \$45,000.00.
(1-13-06, 1-27-06, 2-10-06, 2-24-06)

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.

2. The contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.

3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.

7. Contractor warrants it is adequately insured for injury to its employees and others including loss or injury as a result of the acts of Contractor or its employees or subcontractors.

8. Contractor shall at its own expense obtain all permits necessary for the work to be performed.

9. Contractor agrees to remove all debts and leave the premises in broom clean condition.

10. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.

11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

13. Contractor warrants all work for a period of **24** months following completion.

ARTICLE 6. OTHER TERMS

14. This contract includes work to be performed on approx. 20 square ft. of existing bathroom. Remodel calculation is based on approx. 8-10 hr. days. If dry rot repairs exceed the time stated for bathroom remodel repair the Owner and Contractor will renegotiate contract at this time.

15. Total amount of appliances, cabinetry and materials is not to exceed \$13,000.00 dollars.

16. Contractor shall furnish all materials and perform all the work on the revised drawings described in the specifications entitled Exhibit A Phase 1.

Name and Registration No. of any Salesperson who solicited or negotiated this contract

Signed this 15th day of December, 2008 (Year) 08

Signed in the presence of:

Witness
Robert Williams

Name of Owner
James M. P. [unclear]

By: Owner Signature

Witness

Name of Contractor
Joe Soloff

By: Contractor Signature

Street Address
191 CHATELAIN

City/State/Zip
Madison Ga. 30358

Telephone No.
707 852-1635

Hand Check # 1186

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NOTICE OF RIGHT TO RESCISSION

Your Right to Cancel This Contract:

You are entering into a contract that will result in a lien on, or a security interest in, your home. Federal law gives you the legal right to rescind or cancel this contract without cost to you, but you must give notice of your decision to cancel within three (3) business days from whichever of the following events occurs last:

1. The date you signed the contract, which is 12-15-2005
- ② The date you received this notice of your right to cancel.

Payments made by you under the contract and any negotiable instrument executed by you will be returned within 10 business days following receipt of the seller of your cancellation notice.

If you chose to cancel the contract, the lien or security interest is also canceled. Within 20 calendar days after we receive your notice to cancel, we must take the necessary steps to cancel any lien or security interest we have created in your home in conjunction with the contract.

Although you may keep any money or property which we have given you until we have done the things described in the previous paragraph, you must then offer to return the money or property.

If returning the property is impractical or unfair, you must compensate us for its fair market value. You may offer to return the property at your home or at the location of the address below.

If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Remodeler's or Builder's Name: DAN SCHULTZ
 Street or Post Office Box 12232 LUTHER RD.
 City, State, Zip: AUBURN CA, 95603 PH# 530-885-9913

You may use any written statement signed and dated by you that states your intention to cancel, or you may use this notice by dating and signing it below. If you cancel by mail or telegram, you must send the notice no later than midnight of (or midnight of the third business day of the events listed above). If you send or deliver your notice in some other way, it must be delivered to the above address not later than that time.

I Wish to Cancel

Consumer's Name: _____

Date: _____

THE FOLLOWING PAGES REQUIRED ONLY
FOR CONTRACTORS LICENSED IN CALIFORNIA

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6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.

7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.

8. Contractor shall at its own expense obtain all permits necessary for the work to be performed.

9. Contractor agrees to remove all debris and leave the premises in broom clean condition.

10. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.

11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

13. Contractor warrants all work for a period of _____ months following completion.

FAILURE BY CONTRACTOR WITHOUT LAWFUL EXCUSE TO SUBSTANTIALLY COMMENCE WORK WITHIN TWENTY (20) DAYS FROM THE APPROXIMATE DATE SPECIFIED IN THE PROPOSAL AND CONTRACT WHEN WORK WILL BEGIN IS A VIOLATION OF THE CONTRACTOR'S LICENSE LAW.

ARTICLE 6. OTHER TERMS

1. The following terms and conditions apply to the payment schedule in Article 4:

a. If the payment schedule contained in the contract provides for a downpayment to be paid to Contractor by Owner before the commencement of work, such downpayment shall not exceed One Thousand Dollars (\$1,000) or 10% of the contract price, excluding finance charges, whichever is the lesser.

b. In no event shall the payment schedule provide for Contractor to receive, nor shall Contractor actually receive, payment in excess of 100% of the value of the work performed on the project at any time, excluding finance charges, except that Contractor may receive an initial downpayment authorized by condition (a) above.

c. A failure by Contractor without lawful excuse to substantially commence work within twenty (20) days of the approximate date specified in this Contract when work will begin shall postpone the next succeeding payment to Contractor for that period of time equivalent to the time between when substantial commencement was to have occurred and when it did occur.

d. The terms and conditions set forth in sub-paragraphs (a), (b), and (c) above pertaining to the payment schedule shall not apply when the contract provides for Contractor to furnish a performance and payment bond, lien and completion bond, bond equivalent, or joint control approved by the Registrar of Contractors covering full performance and completion of the contract and such bonds or joint control is or are furnished by Contractor, or when the parties agree for full payment to be made upon or for a schedule of payments to commence after satisfactory completion of the project.

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

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2. WARNING:

- a. Do not use this form if the Owner is going to pay interest or any finance charge. A Home Improvement Contract with finance charges must comply both with the California Retail Installment Sales (Unruh) Act and the Federal Truth in Lending Act. The Federal Truth in Lending Act also applies if the contract price is payable in more than four installments, even if there are no interest or finance charges. (Note: Progress payments are not installment payments.)
- b. Do not use this form if this is a contract for construction of a swimming pool.

NOTICE TO OWNER

(Section 7018.5—Contractors License Law)

THE LAW REQUIRES THAT, BEFORE A LICENSED CONTRACTOR CAN ENTER INTO A CONTRACT WITH YOU FOR A WORK OF IMPROVEMENT ON YOUR PROPERTY, HE MUST GIVE YOU A COPY OF THIS NOTICE.

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

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

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

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

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

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

CALIFORNIA ONLY

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

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

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

(b) Each contractor licensed under this chapter, prior to entering into a contract with an owner for work specified as home improvement pursuant to Section 7159, shall give a copy of this "Notice to Owner" to the owner, the owner's agent, or the payer. The failure to provide this notice as required shall constitute grounds for disciplinary action.

Contractors are required by law to be licensed by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

NOTICE TO OWNER OR TENANT: You have the right to require Contractor to have a performance and payment bond.

REFERENCE SHEET

The following is a list of references to points of invalid testament. Invalid means false, dishonest, testament and outright lies . Each point is noted by page number or pg.# and line number or ln.# This case is clearly fabricated by the state to fit an agenda. At no time during this trial did judge Diane Price question the conflicting, false, misleading testament given by the state witness, nor did the judge direct the court to change the incorrect total dollar amounts provided by state expert D. Jackness to the factual dollar amounts, nor did the judge change false testament for facts. The judge Diane Price sent the court findings to the probation dept for recommendation, with full knowledge the information was incorrect.. Trial judge Diane Price, DDA Michael Mautner and defense attorney Jim McEntee, as you will read , openly displayed total disregard for Schultz rights through out the trial..

Pg 906-907 Defense Attorney McEntee offered no evidence on Schultz behalf as he had told Schultz he would.. McEntee told Schultz. he would have a construction expert and character witness at trial on Schultz behalf.. Schultz asked McEntee where the witness were and McEntee replied "I don't feel we need the witness." Schultz also provided a binder of evidence to McEntee and McEntee refused to submit the evidence to the court. Because McEntee refused to submit the evidence Schultz provided, Schultz asked the court two times to please appoint different counsel. Twice the court ruled not to allow Schultz appointment of new counsel, twice Schultz rights were violated as to his right to fair trial.

Pg 908 ln. 20 The estimated time the prosecution shows Schultz worked on the project is only a fraction of the time Schultz actually worked on the project. Testimony by CSLB expert estimated 64 hours for the foundation. The state refuses to acknowledge actual facts, Schultz scope of work also included many other projects related to this HIC. The prosecutions unwillingness to present facts and failure to disclose the true amount of time Schultz was on project is Improper and unjust prosecution, a direct violation of Schultz rights.

Pg 914 ln 18-22 Here Petree states the other contractor (Dunne) was "Very Busy" As record will show, Petree later changes her testament and states Dunne was "Not Very Busy," on record Petree states she never said Dunne was very busy.

Pg.917 ln. 19-28 Petree states Schultz offered to take money from his pocket to ensure she received the floor material of her choice. Clearly Schultz was going beyond the stipulations of the HIC he shared with Petree and R Simmons. Petree also states the \$10,000 was given to Schultz for material. The state created a false scenario insinuating Schultz took the money for his pocket, when the facts provide evidence Schultz took the money for material.. This provides evidence the prosecution case is fabricated,.

dans other file

1. Please be advised all photos were taken over six months after Schultz filed a stop work notice, a half year had passed yet the DA used them as if they were taken the day after Mr Schultz last day on site.

2. Attorney for the defense Jim McEntee told Schultz he was calling an expert for the defense and many character witness, yet when asked by the judge as to witnesses for the defense Mc Entee offered none. When Schultz confronted Mc Entee Schultz was told the defense did not need a witness or expert. Mc Entee told Schultz we cant win your fate has been decided.

3. pg 908 line 19, Mr Mautner states Schultz started the project a month after signing the contract, in the wettest time of the year, yet Dunne took six months durring the dryest time of the year, so what is his point?

4. pg 908 line 20 Mr Mautner said Schultz completed 66 hours on the project, yet this time is not what witness testafied, Mr Mautner falseafied many things as you will read.

5. pg 908 line 15 thru 17 Mr Mautner fails to aknowelge article twelve of the CSLB, states "A downpayment in excess of \$1,000 is allowed if an agreement between both parties is agreed upon" as was this contract.

6. pg 909 line 1 thru 3 Mr Mautner states "Mr Schultz told L. Petree he was going to sue her, and that he stormed out. I had just worked 12 hours I walked out. He implies this as being a threatening statement, yet L. Petree sends Schultz a letter a week later asking Schujtz to please contact her. Mr Mautner in desperation uses illegal and unjust tratics to creat something that was in reality not there.

7. pg 909 line 20 Mr Mautner constantly reffers to Mr Schultzs work as substandard, yet all Mr Schultzs work passed code. Mr Mautner is saying that California Building and Professions codes are substandard.

8. pg 910 line 16 thru 21 Mr McEntee states exactly what CSLB representative Art Rincon told Schultz when L. Petrree first contacted the CSLB. This is a civil suit and the CSLB has no place in this legal matter.

9. pg 910 line 27 thru 28 It was proven the \$5,000 estimates given by the experts for the CSLB were not even close to the true amounts spent on the project, yet there was never any notation of the discrepancy in the court transcripts, in fact the probation recieved false figures, as mysterious as Mr Schultzs testamony dissapearing from the court transcripts.

10. Pg 911 line 14 thru 18 This was the fifth contract in less than a year that L. Petree entered in to with a contractor. She fully understood the rules and regulations of the CSLB and knew very well of the limits of downpayment and Schultz went over the allowable limits with L. Petree and R. Simmons both prior to signing the contract, its right there in black and white in the contract, article 12 is very clear but in this case not honored.

11. pg 914 line 17 thru 23 This paragraph tells us two things, one, that Dunne the prior contractor had made it known to L. Petree he was very busy and this is the reason he had not started the project. Two, L. Petree knew very well the project had been down sized, she approved the revised plans in fact she was in touch with the archietic and Schultz durring the redrawing of the plans.

12. pg 915 line 18 thru 28 L. Petree was well aware of the New plans, an archetic would never stamp a set of plans without prior approval of the home owner, and that is a fact.

13. pg 917 line 13 L. Petree talks as if Schultz forced her in to the contract, yet Schultz made sure L. Petrees daughter R. Simmons was present durring the contract

dans other file

review and signed the contract as a witness in agreement to the contract. How in the world could they charge me with elder abuse and destroy my whole life with the accusations? Its so very clear Mr Mautner created false accusations to find Schultz guilty. Also be aware L. Petree is very intelegent and sharp as a tack she will act as if she is ignorant.

14. pg 917 line 19 thru 25 This paragraph is very informative, it shows Schultzs compasion to see this project thru even if he has to take funds from his own pocket.

15. pg 918 line 5 thru 7 L. petree saw Schultz bring in a load of lumber after the concrete pour, this states schultz had to have brought in multiple loads of materials for the forms and the framing and the dry rot repair. Schultzs intentions were clear early on, yet Mr Mautner again created what ever he had to in his quest to win.

16. pg 918 line 24 thru 28 The garden window was made possible by downsizing the addition, otherwise the wall would have been gone. Mr Mautner manipulates it to sound as if it was a bad thing, yet L. Petree was very happy because the window was going to point in to her back yard.

17.pg 919 line 3 thru 4 The window would have been installed had Schultz have been allowed to finish the project.His intentions were clear from the start.

18. pg 919 line 22 thru 26 L. Petree talks as if I said I had done the cabinets, yet its clear I arranged an appointmet for L. Petree and she made the appointment with the gentelmen from home depot.

19.pg 919 line 26 thru pg 921 line 7 again had Schultz been allowed to finish the project this would have been complete.

20. pg 921 line 17 thru 24 Replacing the plumbing under the floors and in the walls was not in Schultzs contract.

21.pg 921 line 15 thru 17 schultz installed exactly what the home owner requested, a full one piece tub surround.

22. pg 922 line 6 thru 22 what L. Petree is refering to is

23.pg 924 line 19 thru 27 L. Petree makes it clear schultz did take care of the section one wor, the dry rot work.L. Petree forgets to mention schultz had to jack the home up to replace timbers in three different areas of the home.This work was above and beyond contract.

24. pg 926 line 10 thru 12 Mr Mautner is supposed to be asking questions yet he is telling the witness what to say.

25. pg 927 line 1 thru 28 The pictures show a perfectly cut row of tile and this shows schultz had every thing as it should be to re tie the tile in to the tub, any expert would agree this is the proper way to demo and replace the tile. The cut was made perfectly along the grout line as to tie it back in. Please keep in mind Dunne was going to remove all the tile and replace it with vynal flooring, where schultz was going to save the existing tile as requested by L. Petree. The tile was original and in beautiful condition. Also the pictures show a perfect 2 inch cut above the tub for easy repair of the wall, as it should be.

26. pg 927 line 19 thru 26 L/ Petree states schultz finally worked a full day. Schultz worked a full day every day a full 8 hours not twelve as he did the 11 of March 2006.

27. pg 928 line 16 thru 18 schultz hired silverado pest control to do an inspection to confirm the termite report. The inspector stated to schultz none of the bank

dans other file

required repairs had been completed. Because Schultz did not want L. Petree to loose funding he began and completed the required repairs, and this took a few weeks. Again this work was above and beyond the signed contract.

28. pg 928 line 19 thru 24 The 11 of march was not the date the payment was due, the payment was due weeks earlier. Schultz did not ask for payment until this time.

29. pg 929 line 12 thru 13 L. Petree forgets to mention Schultz had been working on both the addition and the dry rot repairs and the payment was weeks late.

30. pg 929 line 15 thru 28 pg 930 line 1 thru 3 L. Petree wanted to have a meeting with people who wernt even involved in the project and Schultz said no.

31. pg 931 line 1 thru 8 Its clear schultz never raised his voice as Mr Mautner is implying. Mr Schultz clearly and calmly said he would have to sue L. Petree in court, never a threat only a statement. Mr Mautner is attempting to creat false accusations again. This whole case is built on false accusations built entirely by Mr Mautner.

32. pg 931 line 20 thru 21 what is strange about Schultz saying he was going to sue L. Petree? Mr Mautner again is attempting to creat something that is not there.

33. pg 931 line 22 thru 28 Mr Mautner is attempting to make L. Petree say she was scared, but of what? Mr Schultz never talked in a threatening voice as Mr Mautner implies. This testamony is obsurd. It is very clear this is leading and the judge is playing in to the false accusations.

34. pg 932 liune 3 thru 4 Its clear the judge is working with Mr Mautner supporting the false accusations.

35. pg 932 line 28 thru pg 933 line 1 thru 6 Schultz filed a "Stop work Notice" This is documented proof Schultz did not abandone the project as Mr Mautner implies.

36. pg 933 line 8 thru 22 Schultz attempted to contact L. Petree to reconsile so Schultz could finish the project. L. Petree never answered any of Schultzs calls.

37. pg 933 line 23 thru 28 Mr Schultz as L. Petree states had no contact with her. Mr Schultz never asked L. Petree to write anything. The underlying fact is R. Simmonds was telling L. Petree to write the letter after Schultz had made many attempts to contact L. Petree. to make it seem as if they were interested in recosiling with Schultz.

38. pg 934 line 17 thru 19 Mr Schultz never lived in Ukiah and in testamony Mr Mautner acts as if he had given an address in Ukiah.

39. pg 934 line 22 thru 26 Yes Mr Schultz called many times in an attempt to resume the project. In an effort to make it look as if L. Petree was interested in resuming the project with Schultz R. Simmons sent a letter to Schultz. Even after recieving the letter Schultz attempted to contact L. Petree but the calls were never answered and the messages left by Schultz were never answered. Mr Mautner in a dishonest manner is attempting to say Mr Schultz abandoned the project.

40. pg 937 line 8 thru 28 Mr Schultz installed a series of steps and a custom hand rail both designede by Schultz to fit L. Petrees irregular motion of step. Again Schultz is looking out for L. Petrees best interest and safety. (Not in contract or plans) to allow L. Petree to exit the back sliding door and walk down the steps and FEED HER 25 CATS as she states.

41. pg 938 line 19 thru 25 The dates on the phots show the photos were taken six months after Schultz filed the " Stop work Notice" Not a month later as L. Petree testafies.

42. pg 940 line 6 thru 7 the photos were taken 6 mo after Schultz filed a "Stop work Notice".

dans other file

43. pg 941 line 13 thru 17 Again this proves Dunne was too busy to start the project for L. Petree.

44. pg 941 line 13 thru 22 This is an outright lie. Schultz's sister D. Simmons filed a complaint with the BBB against Dunne for L. Petree and R. Simmons for "Abandonment Of Project". This is a fact and records with the BBB state so. This is why Schultz was asked to view and possibly take over the project. L. Petree and Dunne, and R. Simmons have lied through the entire case openly and judge Diane Price should be ashamed as to the conduct in her court room. There are instances within this court hearing one has to wonder as to what judge Diane Price is thinking, as a matter of fact much of the prosecution's testimony is erroneous, and goes unchecked.

45. pg 942 line 6 thru 11 This is a perfect example of L. Petree's freedom to talk in a confusing manner and the court's acceptance of such manipulation by the prosecution. What L. Petree said made no sense and the court turned the cheek on the testimony. If this goes public 60 minutes is going to have a field day with this case.

41. pg 942 line 24 thru 28 pg 943 line 1 thru 3 This is a perfect example of the prosecution and its ability to manipulate and direct the testimony to fit the DAS agenda.

42. pg 944 line 11 thru 14 The truth is Dunne charged L. Petree \$12,000 to replace 5 windows, this is elder abuse. The cost should be no higher than \$500.00 per window.

43. pg 944 line 19 thru 24 Another example of the judge Diane Price and acceptance of confusion within the testimony.

44. pg 946 line 1 thru 28 pg 947 line 1 thru 2 Again this clearly states Schultz was performing much more than the original contract called for. Clearly he worked many hours above and beyond the scope of the contract. Again this was ignored by judge Diane Price, this by all means is strange.

45. pg 948 line 11 thru 13 Another perfect example of judge Diane Price and her allowing confusing testimony. Where does Schultz really live? as far as the testimony it seems anywhere in California, amazing.

46. pg 950 line 12 thru 14 This is the exact reason Schultz had L. Petree's daughter sign the contract to prevent the possibility of L. Petree saying Schultz took advantage of her. The prosecution fails to remember there were three people who signed the contract.

47. pg 951 line 1 thru 28 Here again is why THREE people signed the contract. Mr Mautner fails to use facts, because with facts he has no case.

48. pg 952 line 1 thru 28 This is continuous, Mr Mautner fails to use facts in his unjust prosecution. There were THREE people who reviewed, agreed, and signed the contract. Schultz went a step further than Dunne and had the daughter R. Simmons sign the contract as to ensure there was no misunderstanding of the contract. The court had total disregard for facts.

49. pg 953 line 7 thru 13 L. Petree is stating something totally different from her earlier testimony, now she is saying Dunne was not too busy to complete the project. Is he too busy or not is what the judge should have asked. The judge must like hearsay, false accusations and outright lies because that is what she used to convict Schultz.

50. pg 955 line 1 thru 9 This is factual proof L. Petree knew exactly what the CSLB limits of down payment were and that she has been lying through the whole case against Schultz.

51. pg 956 line 1 thru 4 The bank stated the loan was in default due to no progress

dans other file
on project, this is a documented FACT.

52. pg 956 line 22 thru 27 Please refer to page 940 line 24 L. Petree lies and said she is broke, and Mr Mautner plays along with the lie. On page 956 line 25 L. Petree admits she has \$40,000 The judge Diane Price permits lying under oath.

53. Testimony has L. Petree stating Schultz parked out front and R. Simmons states Swchultz parked out back, the truth is Schultz parked in both areas. Because theye people next door to L. Peterr ran a business Schultz was limited in his access to the back yard area because the drive was shared by both homes. There is no question this case was built on lies that were supported by the DA and accepted by the judge.

54. The point has been made, further review of the case is nothing short of unbelievable, and this is a court room and a real judge presiding, its almost impossible to beleave.

Pg. 960 Ln 20-28 Petree outright lies and changes her testimony and states she kept her kitties in right after testifying the cats were outside, this is not a credible witness.

Pg 961 Ln 3-6 Petree changes her testimony again. Petree provides false testimony until she's exposed, and only then did she admit with an "I guess".

Pg 963 Ln 1-6 Petree is allowed to totally avoid the question by the judge.

Pg 995-996 This clearly shows Schultz work was above code requirements.

Pg 1003 Ln 10 The vhs tape was never offered to the defense for review, in fact the tape was missing. The little book allegedly used by Petree to record Schultz coming and going on the project and vhs tape also alleges evidence of Schultz attendance on job, were lost long before the trial Robin Simmons testified. The court allowed Robin Simmons to recount off the top of her head the material amassed in the two. This is hearsay without factual evidence, yet this was used to convict Schultz.

Pg 1011 Ln 20-23 R. Simmons provides false evidence, she testified there was a years worth of time recorded on the tape, this is impossible.

Pg 1012 Ln 1-28 R Simmons again clearly lies and the judge accepts her testimony as credible.

Pg 1015 Ln 21-22 R Simmons changes her testimony stating the video never turned off, but just before this testimony Pg 1002 Ln 8-9 R Simmons states "Movement" turns the camera on, this a key witness allowed to lie continuously throughout her testimony.

Pg 1017 Ln 2-21 R Simmons states she did not use her mothers book. earlier testimony she stated she did use her mothers book.

Pg 1017 Ln 22-28 The judge allows no credible testimony rather than factual testimony and logic.

Pg 1020 Ln 1-28 The court allows written testimony by R Simmons admitted as evidence against Schultz. R Simmons could say anything she wants and the court would accept it as factual.

Pg 1023 Ln 17-24 This provides a clear indication as to the weather conditions Schultz had to endure.

Pg 1024 Ln 3-10 R Weterland testifies he "Did not" work on the project with Schultz as Petree testified, she stated false testimony saying he did work on the project.

Pg 1027 Ln 22-26 Rainfall totals for the period Schultz was on project measured just under one foot of rain.

Pg 1030 Ln 26 First false, misleading testimony given by state "Expert" witness David Jackness He is an expert and should know the difference in a partial foundation from a full foundation. There is no doubt at all that this is a full foundation and for the expert to imply it was a partial foundation is a lie there is no such thing as a partial foundation. By stating "Partial Foundation" he is attempting to downgrade Schultz work.

Pg 1038 Ln 7-9 The license board did not include all the work being done on the project, but rather used a selective manner to show only what it needed to obtain conviction. Had it been truthful in its documentation there would never have been a case, and they knew it.

Pg 1042, 1043, 1044 This testimony by D. Jackness destroys his credibility and yet the judge refuses to dismiss his testimony, and in fact his false testimony was used in the report sent to probation for recommendation. The \$1200 estimate given by D. Jackness was never changed and Schultz was denied fair trial, period! Also in question is the estimating technique used by D Jackness, he states he estimated how much work had been completed on the addition, and for the bathroom he estimated how much it would cost to complete the bath which makes no sense. The estimates should be the same for both as to how much had

been completed. This is an effort by the CSLB to use only what they need to create a false case against Schultz. This is a case of "Improper Prosecution" used against Schultz.

Dennis Dunne the prior contractor was not licensed in California to perform ANY Home Improvement Contracts. His HIC certification was not current as required by CSLB.

Dennis Dunne lied again when he stated he and Petree parted on good terms, when in fact Petree had filed a claim against Dunne for failure to perform and Schultz provided evidence to prove this but this was ignored by the court. See BBB complaint inquire ID # 43891

Pg 1057 Ln 1-28 This clearly shows Schultz used "Exceeded California Building Code Required Applications" or "Applications Above" California Building Code Requirements. Why would Schultz go a step further if he were trying to steal from the client?

Pg 1061 Ln 1-28 Dunne admits he did not start the job for seven months a direct violation of CSLB B&P with the maximum time allowed 22 Days.

Pg 1062 Ln 2-6 Dunne states he will honor a estimate, proposal price for two years , BS.

Pg1062 Ln 9-11 Dunne clearly states he was "To Busy" to complete Petrees job, yet Petree states this is not true, Dunne was not to busy. These are state witness and some one is lying under oath. This seems to be accepted in judge Diane Price court room, you don't have to tell the truth, in fact you can say what ever you feel truth or not, judge wont say anything.

Pg 1064 Ln 17-25

Pg 1068 Ln 10-28

Pg 1069 Ln 1-28

Pg 1070 Ln 1-3

Pg 1070 Ln 19-23

Pg 1073 Ln 24-28

Pg 1074 Ln 1-6

Pg 1076 Missing Mr. Schultz testimony, it was lost according to the court.

TOTAL CONTRACT AMOUNT \$45,000 SCHULTZ RECEIVED TO DATE \$27,000

REMAINING FUNDS \$17,500

DUNNE ESTIMATE KITCHEN \$3,920 - \$5,400 DUNNE BATH ESTIMATE \$8,500

DUNNES COST TOTAL TO COMPLETE \$12,420

This is clear Schultz was well within the legal boundaries as to what percentage of completion to money drawn. There is no crime committed by Schultz the state used falsified testimony and information to illegally prosecute Schultz.

JOB COST ESTIMATES

1. PURDY CONST. \$60,000
2. DUNNE \$49,000
3. SCHULTZ \$45,000
4. JACKNESS \$18,000

You have to question a lone low ball bidder, Jackness claims to be able to complete for half the price of the next closest bidder, something is not right. Dunne alone estimated the appliances and items would cost \$18,000 , again D. Jackness is incorrect in his testimony, and this is the states "EXPERT" witness.

VOID CK #1208
DATED 2-10-2006



SEE PAGES
LINE 21
TRANSCRIPTS

PETREE STATED UNDER OATH SHE WROTE THE CHECK # 1208 ON MARCH 11, 2006, YET THIS IS FALSE. THE CHECK IS EVIDENCE SHE WROTE THE CHECK TO SCHULTZ ON FEBRUARY 10, 2006 WHEN PAYMENT WAS DUE, AND WITH HELD THE PAYMENT LATE ONE MONTH UNTIL SCHULTZ INQUIRED ABOUT PAYMENTS. ONLY THEN DID PETREE TELL SCHULTZ SHE WAS NOT PLEASED WITH PROGRESS.

Jim McEntee, Lawyer
Criminal Defense Specialist
Jefferson Law Center
E-MAIL: jim@notguilty1118.net
845 Jefferson Street, Napa, CA 94559
Phone: (707) 307-1612, Fax: (707) 255-6687



October 23, 2008

Mr. Harold Schultz
135 Homewood Ave.
Napa, California 94558
RE: People v. Harold Schultz CR138779

Dear Mr. Schultz:

The Napa Superior Court has re-assigned to me the defense of your case, number CR138779. On Tuesday, October 28, 2008, at 0830, the case comes on for setting of jury trial in Department E of the Napa Superior Court. You must be present and on time at the hearing.

I have filed a motion- also to be heard on October 28- to continue setting of the jury trial so that you and I may discuss the duties I owe you as your lawyer, and the limits of those duties. We must also discuss the merits- or lack thereof- of defenses you intend to pursue.

Sincerely,


Jim McEntee

- (b)(7) The defendant does not believe that he did anything wrong; however, the defendant expressed remorse over the situation.

CIRCUMSTANCES IN AGGRAVATION - RULE 4.421:

- (a)(3) The victim was particularly vulnerable.
- (a)(9) The crime involved the actual taking of great monetary value.
- (a)(11) The defendant took advantage of a position of trust or confidence to commit the offense.

CIRCUMSTANCES IN MITIGATION - RULE 4.423:

- (a)(7) The defendant believed that he had a claim or right to the money taken, or for other reasons mistakenly believed that the conduct was legal.
- (b)(1) The defendant has no prior record, or an insignificant record of criminal conduct, considering the recency and frequency of prior crimes.

LS/CMI EVALUATION RESULTS:

Based upon the Level of Service/Case Management Inventory (LS/CMI) evaluation conducted on April 30, 2009, the defendant scored a 4, indicating a very low risk for recidivism.

EVALUATION:

This is incorrect and the State Court Judge never changed the increased delinquent status for probation.

Appearing before the Court for sentencing after being found Guilty of violating Section 484(b) PC, a felony and 7159.5(a)(3) B&P a misdemeanor is 49 year old HAROLD DANIEL SCHULTZ. This is the defendant's first felony conviction.

In this offense the defendant accepted a \$10,000.00 down payment to remodel a home in violation of Section 7159.5(a)(3) B&P. In addition the defendant received another \$17,500.00 to complete numerous tasks to get the remodel underway. After five weeks worth of work the defendant had only completed an estimated \$1,200.00 worth of work and was asking for additional payments. When the victim refused to give the defendant another payment without first having him talk with her granddaughter and niece, the defendant left the job site and failed to complete the project.

The victim in this matter reported that this offense has affected her in many ways. The victim said that she has had trouble sleeping and lives in fear of the defendant who only lives a few blocks from her house. The victim reported that not only is she out the \$27,500.00 she paid the defendant to do the remodel but she was told that it will cost \$13,920.00 to fix the damage caused by the defendant's poor work.

The defendant in this matter took advantage of a 76 year old woman and needs to be held accountable for his actions; however, prison does not seem appropriate in this matter. The

Subj: **Re: Facts Only**
Date: 1/24/2009 12:03:39 P.M. Pacific Standard Time
From: [redacted]
To: [redacted]

Dear Mr. Schultz:

Your comments regarding Ms. Simmons are not germane to the charges you face, so I advise you to cease making them. Moreover, these remarks, like others you have made during the course of my representation, evince a paranoid flavor that greatly concerns me.

As I once told you, I am concerned that your thinking is impaired, either by a stimulant, lack of sleep, a mental condition or impairment (such as hypo-mania) or some combination of these. If your conduct persists, I may be compelled to declare a doubt about your competence. (see Penal Code section 1368-1370 and annotations, attached)

Again I advise you: Inspector McGraw works at my direction; he is part of the defense team that has been assigned to represent you. It is imperative that you begin to cooperate fully with him- and with me.

Sincerely,
Jim McEntee

In a message dated 1/23/2009 6:02:59 P.M. Pacific Standard Time, iwoodmaster writes:

I am sorry the correct days she was here was 1/16/2009 and 1/18/2009 both times uninvited and in a threaten manner. I am worried for my safety because as I said the dogs are going crazy at night and have never acted like this in the past. I feel she is capable of following through on her threat.

A Good Credit Score is 700 or Above. [redacted]

A Good Credit Score is 700 or Above. [redacted]

*Schutte Attorney Jim McEntee
reply to Schutte email*

Subj: **Question**
Date: 1/22/2009 8:33:28 P.M. Pacific Standard Time
From: [redacted]
To: [redacted]

Dear sir:

Must I constantly be harassed by Robin Simmons? She has showed up at my home and threaten me with death if I don't agree to restitution. She was last here on 1/16/2009 and now every night the dogs are going crazy as if someone were in the field behind my home. This has me worried since the dogs have never acted in this manner. I know that she was arrested for drugs and illegal guns and the threat I believe is real. What can I do?

Harold D. Schultz

A Good Credit Score is 700 or Above. www.greatcredit.com

*Scuttle emailed his attorney Jim McIntire this
Pastor's daughter Robin Simmons was
constantly threatening Scuttle going to his
home on more than one occasion.*

CH-100,item 6 --Describe Harassment

On 01/14/2009 Robin started calling me and I could tell right away that she was drunk and/or high - again!

She kept trying to get me to go "party" with her,because she knew that my wife Debbie had just left the day before to go care for her very ill mother in Nebraska. I kept telling her "no" and the more i said it the nastier Robin got.I finally just hung-up on her.

Then two days later on 01/16/2009 ,Robin and her friend showed up at my house.Both were drunk and high on something.I met her at my front door and refused to let them in.I told her to go away and leave us alone,that we do not want anything to do with her.She was refusing to leave and this went on for about 25-30 minutes,until my brother-in-law ,Dan Schultz came around the side of the house .When Robin saw him she became even more rude and obnoxious.Calling him all sorts of vulgar names, yelling at him "your gonna get yours" in a threatening manner.

Robin and my brother-in-law are battling in court over a construction contract that her mother faulted on.

Robin sends my wife nasty e-mails,calls her phone and leaves messages that have a threatening under-tone.And Robins' always drunk when she does these things.

The lastest phone call my wife received from Robin was 01/19/2009.Debbie was still in Nebraska with her ill mother,but Robin left a drunk harassing message anyway.

I was married to Robin for 17 years.and I am well aware of the sneaky,under-handed things she is capable of.We just want her to leave us alone!

STATEMENT BY
Ron Simmions

From: OoNuGoO@aol.com
Sent: Tuesday, March 28, 2006 11:08 AM
To: centerlinedrafting@sbcglobal.net
Subject: Lolly's Contract with Dan Schultz

252-1635 - HOME
281-4562 - LEFT MSG FOR ROBIN
9:20 AM 3.30.06

John,
Here is the contract that my Mom signed with Dan Schultz. She has paid to date \$27,500.00 and all we have is a sub-floor for the kitchen, and a tub/shower enclosure, that we had bought ourselves, along with all the fixtures and pipes. He was going to leave the old pipes until Ray went and bought new ones to use. He still hasn't finished the bathroom, he was only replacing the toilet, nothing else, with the enclosure. There is just some paper and a piece of plywood covering the outside wall of the bathroom. Anyway, I appreciate you looking this over, I have also have sent a complaint to the CSLB (Contractors State Licensing Board). There are 8 pages to the contract, hope you don't have any trouble reading them, if so let me know.
Thanks,
Robin Simmons

FOUNDATION	5K
SUBFLOOR	3K
UNFINISHED BATH	5K

ESTIMATE 13K / GROSS ESTIMATE (5K/ITEM) = 15K

THIS ESTIMATE PROVIDED BY DRAFTSMAN JOHN DEAN OWNER CENTERLINE DRAFTING HIS ESTIMATE OF \$15,000 VALUE OF WORK COMPLETED BY SCHULTZ IS A REALISTIC DOLLAR AMOUNT. DEAN'S EXPERT ESTIMATE \$15,000 ADDED TO TOTAL FOR ALL OTHER WORK PERFORMED BY SCHULTZ, WORK OUTSIDE ORIGINAL CONTRACT. THE TOTAL DUE OF OTHER WORK \$15,000 COMBINED TOTAL \$30,000

JK

FAX this.....

To: Arturo Rincon Fax: 916-255-4449
From: John Dean Date: April 21, 2006
Re: File No: NA2005-14737 Pages: 2
CC:

Urgent For Review Please Comment Please Reply Please Recycle

Notes:

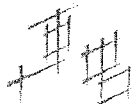
Please find an estimate to complete the work that DM Construction (CA lic 811728) started, but never finished. This estimate was prepared by Purdy Construction, a licensed CA contractor (CA lic 708918) who is a candidate for the work to be re-awarded.

Upon visual inspections performed by me on April 3rd, 2006 and April 20th, 2006, the work performed by DM Construction appears to be sub-standard and non-compliant with 2001 CABC which is the currently adopted code for this jurisdiction, i.e., City of Napa.

Also, DM Construction had mis-represented itself as the contractor of record to the City of Napa to obtain a revision and foundation inspection when, in fact, it was NOT the contractor of record. I have documentation to support my claims.

Please pass this on to the appropriate parties.

Sincerely,



John H. Dean
CENTERLINE DRAFTING

C.L. PURDY CONSTRUCTION

2146 MARSHALL AVE.
 NAPA, CA 94559
 CA. LIC. #708918
 PHONE & FAX (707)253-7123

Estimate

DATE	ESTIMATE NO.
4/21/2006	1351

JK

NAME / ADDRESS
Luella Petree 161 Chelsea St. Napa, Ca. 94559

DESCRIPTION	QTY/HRS.	COST	TOTAL
(1.) Frame walls with doors & windows @ new addition location. (2.) Frame new roof. (3.) Install plywood sheeting on walls & roof. (4.) Install windows & doors. (5.) Install house wrap, trim, & siding on exterior walls. (6.) Demo wall between existing kitchen & new addition. (7.) Demo existing flooring in existing kitchen. (8.) Remove existing cabinets & sheetrock from existing kitchen. (9.) Install new electrical in addition & existing kitchen. (10.) Install new plumbing in addition & existing kitchen. (11.) Install insulation & sheetrock in addition & existing kitchen. (12.) Tape & texture new sheetrock. (13.) Prime & paint walls & ceilings in addition & existing kitchen. (14.) Install new cabinets & countertops. (15.) Install sink, hook-up drain, & install fixtures. (16.) Trim-out all electrical. (17.) Install new flooring in existing kitchen & addition. (18.) Install appliances & hook-up. (19.) Install roofing material @ new addition roof. (20.) Prime & paint exterior walls of new addition & any existing surfaces related to construction process. (21.) Remove existing tub enclosure, hook-up plumbing correctly, re-install tub enclosure, & patch sheetrock for painting. (22.) Clean-up & haul away debris. Existing foundation to be used if inspection is passed.			
TOTAL COST OF JOB:	1	60,000.00	60,000.00
ESTIMATE VALID FOR 30 DAYS.		TOTAL	\$60,000.00

SIGNATURE _____



Booking Report

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NAPA COUNTY JUSTICE INFORMATION SYSTEM
DEPARTMENT OF CORRECTIONS
BOOKING INFORMATION

3/18/2008

2:47PM

PID-Event: 198702656 - 13 B **Name:** SCHULTZ, HAROLD DANIEL **Person Status:** InCust
Booking Date/Time: 3/18/2008 at 1435 **By:** DUBANM **Arrest Date:** 3/18/2008

Sex: M **Race:** White **DOB:** 7/17/1959 **Age:** 48
Height: 6 ft 0 in **Weight:** 180 lbs **Hair Color:** Brown **Eye Color:** Hazel
DL #: N8472831 CA **SSN #:** ***-**-7955
CH #: A11452325 **FBI #:** 300818DB6 **CDC #:**
Address: 135 HOMEWOOD AVENUE , NAPA
State: CA **ZIP:** 94558 **Telephone:** 7072527859 **Residence:** 1 M 0 D 0 Y

Alias: **Marks:** NONE VISIBLE

Place of Birth: US **Citizenship:** US
Marital Status: Single **Number of Dependents:** 1
Time in County: 0 Y 1 M 0 D **State:** 48 Y 0 M 0 D **USA:** 48 Y 0 M 0 D

Occupation: UNEMPLOYED **Employer:**
Yrs 0 Months 0 CA

Next of Kin: SIMMONS, DEBBIE **Relationship:** Sister
Address: SAME AS DEF **City:**
State: CA **Phone:**

Booking Charges

Warrant Number	Charge Code	Violation Description
CR138779	368(d)PC	Theft by Non-Caretaker from Elder Adult
	487(a)PC	GRAND THEFT
	7159(d) B&P	Received an excessive down payment

Comments: **Bail:** \$ 10,000.00

DDL: _____

Arrest Agency: Napa Police Dept **HERNANDEZ** **Trans:** NPD
Court: NAPA SUPERIOR COURT **Booking Code:** Warrant

WPS: _____

PHONE CALLS

Time: 3/18/2008 1447 **Phone Number:** 7076944405

Phone calls refused per 851.5 PC

X _____

PROPERTY

Booking Cash Received: \$0.00 **Receipt Number:** F8433

Vehicle Desc: **Vehicle Location:** **Property:** Small Bag #: J642938 Tag #: 901

The above accounts for all of my property and cash.

Prisoner: SCHULTZ, HAROLD DANIEL

Signature: _____ **Date:** 3/18/2008 **CO** _____

I received all my property; and cash totaling \$ _____

Signature: _____ **Date:** _____ **CO** _____



COPY

February 21, 2007

Beverly Saxon Leonard, Esq.
 The Saxon Leonard Law Firm
 1001 Second Street, Suite 345
 Napa, CA 94559

Re: Bond Principal: DM Construction
 Bond Number: 6335981
 Your Client: Luella J. Petree

Dear Ms. Leonard:

We are writing to follow up our letter of January 22, 2006, relative to your client's claim against the above-captioned bond and to advise you that we have concluded our investigation of your client's claim.

As previously stated, the bond your client is claiming against is a statutory license bond, written in compliance with Division III, Chapter 9 of the Business and Professions Code, more commonly referred to as the Contractors License Law. The conditions for your client's recovery of damages from a contractor's license bond are set forth in Section 7071.5(a) of the Contractors License Law (a copy of which is enclosed). Additionally, your client's recovery is based on a finding of a violation of the Contractors License Law and whether your client was financially damaged by the possible violation. We investigated your client's claim under Sections 7107, 7108, 7109, 7110, 7113, 7119, and 7159.5 of the Contractors License Law, copies of which are enclosed for your reference.

Mr. Shultz of DM Construction explained that he did not abandon the project and that work stopped on the project due to your client's failure to issue payment for monies due on February 23, 2006 and he provided a copy of his correspondence to your client dated March 14, 2006, which he mailed via Certified Mail requesting payment of \$8,750.00, (a copy was previously provided). Mr. Shultz stated that your client requested that he stop work on the addition and perform terminate and flood repair work. Mr. Shultz stated that your client's bank called to inform him that he needed to perform terminate and flood damage repairs before completing work on the addition as the bank threatened to stop funding the project. Mr. Shultz explained that he did not originally contract with your client for flood and terminate repair; however, he performed the work in order to avoid the bank from revoking your client's reverse mortgage loan and was not compensated for his services. The bond principal provided a copy of a statement itemizing the costs he is claiming are due for the additional work requested and he references dry-rot repairs (a copy was previously provided with our correspondence of January 22, 2007). In your correspondence of September 25, 2006, you stated that DM Construction requested monies from your client on or about March 11, 2006; however, your client did not issue payment for the requested monies.

Mr. Shultz indicated that when contacted by Art Rincon, a Consumer Service Representative for the Contractors State License Board of your client's complaint, he offered to return to the project and complete work on the project; however, your client refused his offer and did not allow him to perform repair/completion work on the project.

As referenced above, it appears that DM Construction may be owed monies on the project and that they were willing to complete the project; however, your client did not allow him to do so. Please note that inferior work by a licensee would not give rise to a violation of Sections 7109 or 7110 of the Contractors License Law if the licensee offers and is able and willing to replace the inferior work with good work at no expense to the owner. Additionally, so long as the bond principal stands ready, able and willing to fulfill his contract the bond principal cannot be held liable for a violation of the Contractors License Law. Ternmix v. Contractors State License Board of Professional and Vocational Standards, 190 F.2d 24, 84 Cal.App.2d 167 (1948). In this regard, in the Ternmix case, the Court held as follows:

"A contractor cannot be held guilty of a violation of the act so long as he stands ready, able and willing to fulfill his contract."

"A contractor who has done inferior work is not a violator of statute if, before he has made any settlement with the owner, he offers and is able and willing to replace the inferior work with good work at no expense to the owner."

Please also note that per the Cody Bryan Tellis v. Contractors State License Board, (2000) 93 Cal.Rptr.2d 734, if the licensee has been paid in full on the contract, the Ternmix case does not apply. A copy of the Cody Bryan Tellis case is enclosed for your reference. As referenced above, it appears that DM Construction has not been paid in full on the project and therefore, the Ternmix case applies to your client's claim.

As DM Construction has stated that they were willing to complete the work and they were not allowed to return to the project, we are unable to determine that a violation of the Contractors License Law occurred per the Ternmix and Cody Bryan Tellis cases.

Due to the reasons stated above, we regret that we have no alternative other than to deny your client's claim at this time. Should you disagree with our decision, you may have the matter reviewed by the California Department of Insurance, Claims Services Bureau, 300 South Spring Street, Los Angeles, CA 90013. Their telephone number is (800) 927-4357.

The disposition of the claim was based on information available to us. If you believe that our determination was based on erroneous information, or should you have additional information that you feel would alter our determination in this matter, please provide that information at your earliest convenience.

SURETY COMPANY of the PACIFIC

DM Construction
February 21, 2007
Page 3

The statute of limitations for filing an action against the bond is set forth in Section 7071.11(b) (1) of the Contractors License Law which provides, in pertinent part, as follows:

“Any action, other than an action to recover fringe benefits, against a contractor’s bond or a bond of a qualifying individual filed by an active licensee shall be brought within two years after the expiration of the license period during which the act or omission occurred, or within two years of the date the licensee of the active license was inactivated, cancelled, or revoked by the Board, whichever first occurs.”

With respect to the license period during which the act or omission occurred, please note that all licenses expire two years from the last day of the month in which the license is issued or two years from the date on which the renewal last expired. Based on the information currently available to us, it appears that the act or omission giving rise to your client’s claim occurred during the following license period: June 2, 2005 (late renewal) to August 31, 2006. Consequently, the statute of limitations for filing an action against the bond for damages resulting from an act or omission occurring during this license period(s) will expire on August 31, 2008. However, the expiration date of the statute of limitations may be different if the act or omission giving rise to your damages occurred in a prior or later license period.

Further, please feel free to contact me if you would like to discuss this matter. If you would rather speak to someone else other than me, please feel free to contact Steven Tyler, Claims Supervisor, at Extension #238.

We regret that we have been unable to assist you in recovering your client’s claimed damages. However, we appreciate the opportunity to have reviewed this matter.

Very truly yours,

Yvette Nuñez
Claims Analyst
Extension 272

Cc: DM Construction

Enclosures: Contractors License Law Sections 7107, 7108, 7109, 7110, 7113, 7119, and 7159.5
Terminix and Cody Bryan Tellis Cases

The Saxon Leonard Law Firm

1001 SECOND STREET, SUITE 345
NAPA, CALIFORNIA 94559
TEL (707) 257-5378
FAX (707) 257-5399

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July 19, 2006

Surety Company of the Pacific
PO Box 10289
Van Nuys, CA 941410-0289

Re: New Claim

*Retrieval attempted to
see Schrite bond
and was denied.*

Attn. Claims Department:

I am an attorney representing Luella Petree, 191 Chelsea Avenue, Napa, CA 94558;
Phone 707.252.1635. My client wishes to file a claim against the bond of the following
contractor:


D M Construction
12232 Luther Road
Auburn, CA 95603
Phone: 707.326.8844
License # 811728; Class B - General Building Contractor - Active; Expires 8/31/2006
Bond #6335981

The claim is for \$27,500.00 for breach of contract and failure to perform. I understand
that you will reply to my letter within fifteen days.

Very truly yours,

THE SAXON LEONARD LAW FIRM

By:



Beverly Saxon Leonard

bsl/rr

2i

MARCH 12, 2006

DAN,

I AM NOT SURE WHAT HAPPENED TO MAKE YOU WALK OUT LIKE YOU DID. I WAS NOT TELLING YOU I WASN'T GOING TO GIVE YOU ANY MONEY, I JUST WANTED TO HAVE A MEETING WITH YOU FIRST. I AM NOT HAPPY WITH HOW THINGS ARE GOING. I HAVE GIVEN YOU \$27,500.00 AND YOU HAVE YET GIVEN ME ANY RECEIPTS OR MADE MUCH PROGRESS ON THE JOB. YOUR CONTRACT STATES THAT BY FEB. 28, 2006, THE JOB WILL BE SUBSTANTIALLY COMPLETED. ALL I HAVE IS A SUBFLOOR AND A HALF FINISHED BATHROOM, THAT I CAN'T EVEN SHOWER IN. I WAS UNDER THE IMPRESSION THAT AS THE JOB WAS BEING COMPLETED I WOULD BE GIVEN UPDATES TO THE NEXT STEPS COMING UP, BUT YOU HAVE DONE NOTHING OF THE SORT. MY TUB IS FAR FROM BEING DONE PROFESSIONALLY. WHAT WAS THE HOLE CUT IN IT FOR IF THERE IS NO PIPE THERE FOR THE WATER TO DRAIN INTO? I AM FEELING UNSURE OF YOUR WORKMANSHIP. PLEASE CONTACT ME SO WE CAN RESOLVE THIS.

LUELLA PETREE

Luella Petree

SCHULTZ CALLED PETREE 2x per day OVER 2 WEEK PERIOD, WANTING TO RESOLVE THE DISPUTE. Petree, although at home, when Schultz called. Petree chose not to answer the calls.

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Complaint Disclosure

Contractor License # 811728
D M CONSTRUCTION

DISCLAIMER

Any complaint listed is only an allegation of a probable violation. A complaint does not affect the status of the license at this time. If a complaint is referred to the Office of the Attorney General for legal action, it may result in the suspension or revocation of the license. Pursuant to _____ of the Business and Professions Code, the following complaints meet the criteria for disclosure.

Case Violation Disclosure

Contractor License # 811728
D M CONSTRUCTION

Cases

Select the case you would like to query for violations.

Case Number	Date	Status	# of Complaints
	04/09/2007	LICENSE REVOKED	1

Case: N 2006 000258

Date: 04/09/2007

Status: LICENSE REVOKED

Number of Complaints: 1

Code	Violation	Description
Business & Professions Code	7107	Abandonment without legal excuse of any construction project
Business & Professions Code	7108	Diverted funds or failed to account
Business & Professions Code	7113	Exceeded contract amount
Business & Professions Code	7116	Wilful or fraudulent act

*Schwartz filed proper terms "abandonment" but he was charged with "abandonment"!
How can this be?*

2000, James 2000

933a

COPY

Lh

NOTICE OF INTENT TO STOP WORK

Luella Petree
191 Chelsea Ave.
Napa, CA. 94558

Schedule did not
abandon. Petree Project
This was filed just days
after Schulte leaving Petree.

Dear Luella Petree

A payment from you of \$ 8,750 due on Feb. 23, 2006 according to the terms of our contract with you has been demanded, but has not yet been received.

We have performed according to the terms of our contract. If payment is not received within 3 days, We cannot continue to work and will stop work on the construction.

If the payment is not made within a reasonable time after work stoppage, the contract will be treated as terminated, and we may seek damages for breach of contract.

If we are forced to stop work, even though we may then resume work after your payment, the work stoppage may have the effect of extending the contract completion date and may increase the job cost.

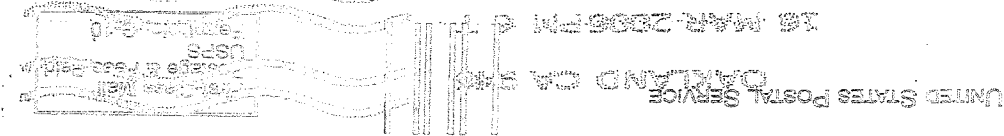
By _____

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
Title <u>Owner</u>	<input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <u>X Robin Simmons</u> <input type="checkbox"/> Agent	<input type="checkbox"/> Address
Company <u>D.M. Conti</u>		B. Received by (Printed Name) <u>3/16/06</u>	C. Date of Delivery <u>3/16/06</u>
Date <u>March 14, 2006</u>		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
1. Article Addressed to: <u>191 CHELSEA AVE NAPA CA. 94558</u>		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

FRONT

DARICE SCHOLTZ
12232 WILKER RD.
ROBOURN CA. 95603

Sender: Please print your name, address, and ZIP in this box.



BACK

PS Form
(Rev.
2. Apr.

02388-02-M-1840

1. Article Addressed to:
or on the front if space permits.
 Attach this card to the back of the mailpiece, so that we can return the card to you.
 Print your name and address on the reverse.
 Item 4 if Restricted Delivery is desired.
 Complete items 1, 2, and 3, also complete

2. Signature
Darice Scholtz
 Agent
 Addressee

3. Received By (Printed Name) *Darice Scholtz*
3/16/08
C. Date of Delivery *3/16/08*

4. Is delivery address different from item 1? Yes No
If YES, enter delivery address below.

5. Service Type
 Certified Mail
 Express Mail
 Registered
 Return Receipt for Merchandise
 Insured Mail
 O.D.D.

6. Restricted Delivery (Form 3841)
 Yes No

95603 CA 94558
ROBOURN CA

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Accounting No.	Street, City, Zip	Date of Inspection	No. of Pages
	Chelsea, Napa, CA, 94558	10/27/05	6

SHERIDAN
TERMITE & PEST CONTROL
 P.O. BOX 6192 • Napa, CA 94581

- Napa (707) 257-3137
- Fax (707) 257-0869
- (877) 248-4801

Form Registration No. PR 1692	Report No. 7280B	Escrow No.
Ordered By: Lolly Petrie 91 Chelsea Napa CA 94558 52-1635	Property Owner/Party of Interest: Lolly Petrie 191 Chelsea Napa CA 94558 252-1635	Report Sent To:

COMPLETE REPORT
 LIMITED REPORT
 SUPPLEMENTAL REPORT
 REINSPECTION REPORT

General Description: One story single family dwelling. Furnished and occupied.	Inspection Tag Posted: Subarea access.
	Other Tags Posted: Yes.

This inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Attached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

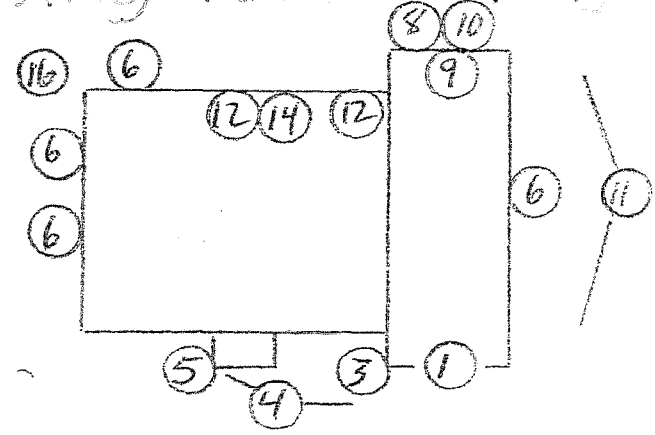
Subterranean Termites
 Drywood Termites
 Fungus/Dryrot
 Other Findings
 Further Inspection

any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

DIAGRAM NOT TO SCALE

*This inspection conducted
 just prior to Schulte
 starting Retina project*

- (2)
- (7)
- (13)
- (15)
- (17)



FRONT

Inspected By Michael Sheridan License No. OPR 8182 Signature Michael Sheridan

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, California 95825-3204.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (Rev. 10/01)

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STANDARD NOTICE OF WORK COMPLETED AND NOT COMPLETED

NOTICE - All recommendations may not have been completed - See below - Recommendations not completed.
This form is prescribed by the Structural Pest Control Board.

Building No. 191	Street Chelsea	City Napa	Zip 94558	Date of Completion 5/10/06
---------------------	-------------------	--------------	--------------	-------------------------------

Prevention Inspection
951 Old County Rd
Belmont CA 94002
 Tel 650-298-9024
preventioninspection@hotmail.com

Report #: 11427
 Registration #: 3879
 Escrow #:

Ordered By: Tom MacDonald Wells Fargo	Property Owner and/or Party of Interest: Petree, Luella 191 Chelsea Napa CA 94558 707-252-1635	Completion Sent To: Tom MacDonald Wells Fargo
---	--	---

The following recommendations on the above designated property, as outlined in Wood Destroying Pests and Organisms Inspection Report No. 11427, dated 6/29/04, have been and/or have not been completed.

Recommendations completed by this firm that are in accordance with the Structural Pest Control Board's Rules and Regulations:

Recommendations completed by this firm that are considered secondary and substandard measures under Section 1992 of the Structural Pest Control Board's Rules and Regulations including person requesting secondary measure.

Cost of work completed:	Cost: \$	<u>\$ 350.00</u>
	Inspection Fee: \$	<u>\$ 350.00</u>
	Other: \$	<u> </u>
	Total: \$	<u>\$ 700.00</u>

Recommendations not completed by this firm:
 1A, 3A, 3B, 4A, 4B 4C, 4D COMPLETED BY OTHERS

Estimated Cost: _____

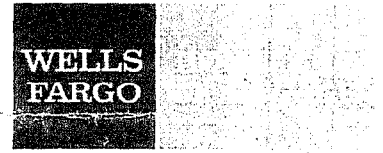
Remarks:
 THE PROPERTY IS NOW FREE AND CLEAR OF INFESTATIONS AS PER THE PEST CONTROL BOARD RULES AND REGULATIONS. IN THE VISABLE ACCESSABLE AREAS

*This inspection conducted just after
 service was done from Prime Pest*

Signature *Tom MacDonald*

You are entitled to obtain copies of all reports and completion notices on this property reported to the Board during the preceding two year upon payment of a search fee to: Structural Pest Control Board, 1418 Howe Ave., Ste. 18, Sacramento, California, 95825-3204.
 Questions or problems concerning the above report should be directed to the manager of this company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. 43M-44 (Rev. 10/01)

Wells Fargo Home Mortgage
Reverse Mortgage Division
3480 Stateview Blvd.
Fort Mill, SC 29715
Attention : MAC X7802-028 – Reverse Repair Dept.
Toll-Free: (800) 707-9646
Fax: (866) 249-0310



02/16/2006

Ms. Luella Petree
191 Chelsea Ave
Napa, CA 94558

*Proof the Petree
loan was in risk
of default.*

Dear Ms. Petree:

It is **URGENT** that you contact our office regarding your Reverse Mortgage Loan.

We would like to remind you that repairs are required, as a condition of your Reverse Mortgage, and must be completed. If we are not contacted immediately with the status of your repairs, your loan is at risk of default.

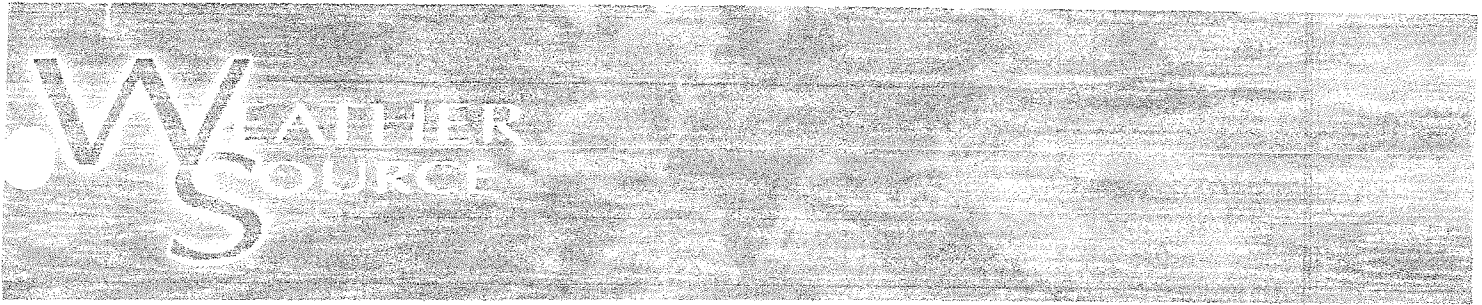
In all correspondence, please refer to loan number: **0044843423**.

We look forward to hearing from you.

Sincerely,
Repair Customer Service Representative

*If there are weather conditions that will prevent you from completing the repairs prior to your expiration date, please contact us for assistance.

cc: file



[Return to the Weather Warehouse Home Page](#)

[Definitions & FAQs](#)

[Support](#)

Use the BACK button of your browser to return to the previous page.

T = Trace

N = Not Reported by the Government

TmaxF - High Temperature (degrees Fahrenheit)

TminF - Low Temperature (degrees Fahrenheit)

TmeanF - Mean Temperature (degrees Fahrenheit)

PrecipIn - Precipitation (inches)

SnowIn - Snow (inches)

CDD - Cooling Degree Days

HDD - Heating Degree Days

GDD - Growing Degree Days

A Note about Recent Not Reported Precipitation: For more recent data (generally one to three months from the current date), a number of stations do not immediately report zero precipitation thus the report will show N for not reported. 99% of the time, the data will later be merged by the government into the station report to show a zero.

Napa State Hospital, Napa, CA 94581

Date	TmaxF	TminF	TmeanF	PrcpIn	SnowIn	CDD	HDD	GDD
1/1/2006	58	47	52.5	0.31	0.00	0.0	12.5	2.5
1/2/2006	54	51	52.5	1.37	0.00	0.0	12.5	2.5
1/3/2006	55	42	48.5	0.10	0.00	0.0	16.5	0.0
1/4/2006	63	51	57.0	0.15	0.00	0.0	8.0	7.0
1/5/2006	65	46	55.5	0.00	0.00	0.0	9.5	5.5
1/6/2006	64	40	52.0	0.00	0.00	0.0	13.0	2.0
1/7/2006	64	40	52.0	0.05	0.00	0.0	13.0	2.0
1/8/2006	60	42	51.0	0.01	0.00	0.0	14.0	1.0
1/9/2006	59	35	47.0	0.00	0.00	0.0	18.0	0.0
1/10/2006	59	37	48.0	0.00	0.00	0.0	17.0	0.0
1/11/2006	61	52	56.5	0.13	0.00	0.0	8.5	6.5
1/12/2006	60	38	49.0	0.00	0.00	0.0	16.0	0.0
1/13/2006	61	47	54.0	0.00	0.00	0.0	11.0	4.0
1/14/2006	61	47	54.0	0.35	0.00	0.0	11.0	4.0
1/15/2006	55	33	44.0	0.00	0.00	0.0	21.0	0.0
1/16/2006	56	36	46.0	0.00	0.00	0.0	19.0	0.0
1/17/2006	56	42	49.0	0.00	0.00	0.0	16.0	0.0
1/18/2006	57	47	52.0	0.80	0.00	0.0	13.0	2.0
1/19/2006	57	35	46.0	0.03	0.00	0.0	19.0	0.0
1/20/2006	55	33	44.0	0.00	0.00	0.0	21.0	0.0
1/21/2006	56	46	51.0	0.10	0.00	0.0	14.0	1.0
1/22/2006	62	38	50.0	0.00	0.00	0.0	15.0	0.0
1/23/2006	71	37	54.0	0.00	0.00	0.0	11.0	4.0
1/24/2006	65	42	53.5	0.00	0.00	0.0	11.5	3.5
1/25/2006	64	37	50.5	0.00	0.00	0.0	14.5	0.5
1/26/2006	56	37	46.5	0.00	0.00	0.0	18.5	0.0
1/27/2006	57	41	49.0	0.40	0.00	0.0	16.0	0.0
1/28/2006	56	44	50.0	0.18	0.00	0.0	15.0	0.0
1/29/2006	58	43	50.5	0.36	0.00	0.0	14.5	0.5
1/30/2006	59	46	52.5	0.35	0.00	0.0	12.5	2.5
1/31/2006	59	36	47.5	0.00	0.00	0.0	17.5	0.0

Handwritten notes:
 Rain total totals
 during the time
 sensor was on station
 present measured
 close to one foot.

Four Weather Warehouse Data

2/1/2006	56	47	51.5	0.23	0.00	0.0	13.5	1.5
2/2/2006	63	47	55.0	0.20	0.00	0.0	10.0	5.0
2/3/2006	62	50	56.0	0.00	0.00	0.0	9.0	6.0
2/4/2006	61	52	56.5	0.08	0.00	0.0	8.5	6.5
2/5/2006	66	39	52.5	0.00	0.00	0.0	12.5	2.5
2/5/2006	69	44	56.5	0.00	0.00	0.0	8.5	6.5
2/6/2006	70	38	54.0	0.00	0.00	0.0	11.0	4.0
2/6/2006	72	40	56.0	0.00	0.00	0.0	9.0	6.0
2/9/2006	75	42	58.5	0.00	0.00	0.0	6.5	8.5
2/10/2006	76	41	58.5	0.00	0.00	0.0	6.5	8.5
2/11/2006	73	44	58.5	0.00	0.00	0.0	6.5	8.5
2/12/2006	73	42	57.5	0.00	0.00	0.0	7.5	7.5
2/13/2006	73	41	57.0	0.00	0.00	0.0	8.0	7.0
2/14/2006	72	43	57.5	0.00	0.00	0.0	7.5	7.5
2/15/2006	61	33	47.0	0.00	0.00	0.0	18.0	0.0
2/16/2006	54	29	41.5	0.00	0.00	0.0	23.5	0.0
2/17/2006	59	34	46.5	0.15	0.00	0.0	18.5	0.0
2/18/2006	49	33	41.0	0.03	0.00	0.0	24.0	0.0
2/19/2006	50	38	44.0	0.19	0.00	0.0	21.0	0.0
2/20/2006	58	31	44.5	T	0.00	0.0	20.5	0.0
2/21/2006	60	30	45.0	0.00	0.00	0.0	20.0	0.0
2/22/2006	65	33	49.0	0.00	0.00	0.0	16.0	0.0
2/23/2006	69	36	52.5	0.00	0.00	0.0	12.5	2.5
2/24/2006	70	38	54.0	0.00	0.00	0.0	11.0	4.0
2/25/2006	70	38	54.0	0.00	0.00	0.0	11.0	4.0
2/26/2006	63	43	53.0	0.05	0.00	0.0	12.0	3.0
2/27/2006	63	43	53.0	1.67	0.00	0.0	12.0	3.0
2/28/2006	60	46	53.0	1.11	0.00	0.0	12.0	3.0
3/1/2006	59	38	48.5	T	0.00	0.0	16.5	0.0
3/2/2006	59	38	48.5	0.37	0.00	0.0	16.5	0.0
3/3/2006	56	41	48.5	0.37	0.00	0.0	16.5	0.0
3/4/2006	57	34	45.5	0.00	0.00	0.0	19.5	0.0
3/5/2006	57	47	52.0	0.60	0.00	0.0	13.0	2.0
3/6/2006	57	34	45.5	1.94	0.00	0.0	19.5	0.0
3/7/2006	58	46	52.0	0.08	0.00	0.0	13.0	2.0
3/8/2006	60	36	48.0	0.00	0.00	0.0	17.0	0.0
3/9/2006	57	44	50.5	0.05	0.00	0.0	14.5	0.5
3/10/2006	50	34	42.0	0.06	0.00	0.0	23.0	0.0
3/11/2006	53	30	41.5	0.08	0.00	0.0	23.5	0.0
3/12/2006	51	40	45.5	0.23	0.00	0.0	19.5	0.0
3/12/2006	56	31	43.5	0.00	0.00	0.0	21.5	0.0
3/13/2006	57	42	49.5	0.73	0.00	0.0	15.5	0.0
3/15/2006	59	43	51.0	0.05	0.00	0.0	14.0	1.0
3/16/2006	58	45	51.5	T	0.00	0.0	13.5	1.5
3/17/2006	61	45	53.0	0.35	0.00	0.0	12.0	3.0
3/18/2006	63	36	49.5	0.09	0.00	0.0	15.5	0.0
3/19/2006	64	41	52.5	0.00	0.00	0.0	12.5	2.5
3/20/2006	64	44	54.0	0.45	0.00	0.0	11.0	4.0
3/21/2006	56	43	49.5	T	0.00	0.0	15.5	0.0
3/22/2006	61	38	49.5	0.00	0.00	0.0	15.5	0.0
3/23/2006	67	41	54.0	0.00	0.00	0.0	11.0	4.0
3/24/2006	62	50	56.0	0.30	0.00	0.0	9.0	6.0
3/25/2006	58	51	54.5	1.16	0.00	0.0	10.5	4.5
3/26/2006	65	38	51.5	0.00	0.00	0.0	13.5	1.5
3/27/2006	65	39	52.0	0.16	0.00	0.0	13.0	2.0
3/28/2006	59	48	53.5	0.54	0.00	0.0	11.5	3.5
3/29/2006	56	43	49.5	0.29	0.00	0.0	15.5	0.0
3/30/2006	58	43	50.5	0.03	0.00	0.0	14.5	0.5
3/31/2006	59	49	54.0	0.48	0.00	0.0	11.0	4.0
4/1/2006	60	40	50.0	0.10	0.00	0.0	15.0	0.0
4/2/2006	59	48	53.5	T	0.00	0.0	11.5	3.5
4/3/2006	57	50	53.5	1.00	0.00	0.0	11.5	3.5
4/4/2006	60	47	53.5	0.43	0.00	0.0	11.5	3.5
4/5/2006	61	46	53.5	0.16	0.00	0.0	11.5	3.5
4/6/2006	63	41	52.0	T	0.00	0.0	13.0	2.0
4/7/2006	62	46	54.0	T	0.00	0.0	11.0	4.0
4/8/2006	64	45	54.5	0.64	0.00	0.0	10.5	4.5
4/9/2006	63	49	56.0	0.04	0.00	0.0	9.0	6.0
4/10/2006	63	47	55.0	0.03	0.00	0.0	10.0	5.0
4/11/2006	62	51	56.5	0.71	0.00	0.0	8.5	6.5
4/12/2006	56	52	54.0	1.30	0.00	0.0	11.0	4.0
4/13/2006	74	47	60.5	0.10	0.00	0.0	4.5	10.5
4/14/2006	75	54	64.5	0.00	0.00	0.0	0.5	14.5
4/15/2006	65	49	57.0	0.32	N	0.0	8.0	7.0
4/16/2006	60	48	54.0	0.77	0.00	0.0	11.0	4.0
4/17/2006	64	37	50.5	0.00	0.00	0.0	14.5	0.5
4/18/2006	70	39	54.5	0.00	0.00	0.0	10.5	4.5
4/19/2006	75	42	58.5	0.00	0.00	0.0	6.5	8.5
4/20/2006	75	46	60.5	0.00	0.00	0.0	4.5	10.5



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T = Trace

N = Not Reported by the Government

TmaxF - High Temperature (degrees Fahrenheit)

TminF - Low Temperature (degrees Fahrenheit)

TmeanF - Mean Temperature (degrees Fahrenheit)

PrcpIn - Precipitation (inches)

SnowIn - Snow (inches)

CDD - Cooling Degree Days

HDD - Heating Degree Days

GDD - Growing Degree Days

A Note about Recent Not Reported Precipitation: For more recent data (generally one to three months from the current date), a number of stations do not immediately report zero precipitation thus the report will show N for not reported. 99% of the time, the data will later be merged by the government into the station report to show a zero.

Napa State Hospital, Napa, CA 94581

Date	TmaxF	TminF	TmeanF	PrcpIn	SnowIn	CDD	HDD	GDD
12/29/2005	60	41	50.5	0.02	0.00	0.0	14.5	0.5
12/30/2005	57	48	52.5	0.61	0.00	0.0	12.5	2.5
12/31/2005	60	55	57.5	3.98	0.00	0.0	7.5	7.5
1/1/2006	58	47	52.5	0.31	0.00	0.0	12.5	2.5
1/2/2006	54	51	52.5	1.37	0.00	0.0	12.5	2.5

Contractor's License Personnel Detail

Contractor License #: 704094
Contractor Name: DUNNE-RIGHT REMODELING

Name: DENNIS JAMES DUNNE

	TITLE	CLASS	EXPIRES	DISSOCIATION DATE
Title and Class History	SOLE OWNER	B GENERAL BUILDING CONTRACTOR	03/20/1995	
	SOLE OWNER	HIC HOME IMPROVEMENT CERTIFICATION	09/30/1999	01/01/2004

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Dunne was not H.I.C. Certified to do Home Improvement or Remodeling projects

1a

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BBB issues Reliability Reports on all businesses, whether or not they are BBB accredited. If a business is a BBB Accredited Business, it is stated in this report.

Privacy Policy

Name: Dunne Right Remodeling

Phone: (707) 224-9900

Address: 68 Coombs Street Ste. A-3

Napa, CA 94559-3956

Original Business Start Date: January 1997

Principal: Mr. Dennis Dunne, Co-Owner

Customer Contact: Ms. Sue Danne, Co-Owner - (707) 224-9946

Entity: Sole Proprietor

Employees: 12

TOB Classification: Contractors-General, Construction & Remodeling Services

BBB Accreditation: This organization is a BBB Accredited business.

BBB Accreditation Status

This company has been a BBB Accredited business since November 2001. This means it supports the BBB's services to the public and meets our BBB Accreditation standards.

1a

Nature Of Business

This company offers general contractor, home remodeling, kitchen and bath speciality.

Customer Experience

Based on BBB files, this company has a **satisfactory record** with the BBB. To have a **Satisfactory Record** with the BBB, a company must be in business for at least 12 months, properly and promptly address matters referred to it by the BBB, and be free from an unusual volume or **pattern** of complaints and law enforcement action involving its marketplace conduct. In addition, the BBB must have a clear understanding of the company's business and no concerns about its industry.

When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

The BBB processed a total of 1 complaint about this company in the last 36 months, our standard reporting period. Of the total of 1 complaint closed in 36 months, 0 were closed in the last year.

Contract Issues

Resolved

1 - Company **resolved** the complaint issues. The consumer ~~acknowledged acceptance to the BBB.~~

This shows Dunne was involved in a complaint by a client during the period of time he was under contract with Dunne.

Licensing

This company is in an industry that may require licensing, bonding or registration in order to lawfully do business. The BBB encourages you to check with the appropriate agency to be certain any requirements are currently being met.

These agencies may include:

Contractors State License Board
9821 Business Park Dr
Sacramento, CA 95827-1703
(800) 321-2752
www.cslb.ca.gov

BBB records show a **license** number of 704094 for this company.

Type: Contractor's License Board
Check License Status: [Click here to view license info](#)
Please note that governmental licensing information may not be current.

Additional Contact Information

Additional Phone Numbers

1a

Tel: (707) 224-9946

As a matter of policy, BBB does not endorse any product, service or business.

BBB Reliability Reports are provided solely to assist you in exercising your own best judgment. Information in this BBB Reliability Report is believed reliable, but not guaranteed as to accuracy.

BBB Reliability Reports generally cover a three-year reporting period. BBB Reliability Reports are subject to change at any time.

If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Reliability **Report**.

ID: 43891

Report as of September 23, 2008 06:57

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