

FILED BY FAX
 ALAMEDA COUNTY
 December 08, 2014
 CLERK OF
 THE SUPERIOR COURT
 By Denise Dalton, Deputy
 CASE NUMBER:
HG14750668

1 DANIEL F. MCLENNON, ESQ. (SBN 124810)
 2 CRAIG WALLACE, ESQ. (SBN 174043)
 3 MCLENNON LAW CORPORATION
 275 Battery Street, Suite 1300
 4 San Francisco, California 94111
 Telephone: (415) 394-6688
 Facsimile: (415) 394-6687
 5 Attorneys for Plaintiff,
 6 STRONGGO INDUSTRIES, LLC.

7
 8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 COUNTY OF ALAMEDA – UNLIMITED JURISDICTION

10 STRONGGO INDUSTRIES, LLC,
 11 Plaintiff,

12 vs.

13 RUDOLPH & SLETTEN, INC., a California
 14 Corporation; TRAVELERS CASUALTY AND
 15 SURETY COMPANY OF AMERICA;
 16 VANGAURD CONSTRUCTION, KAISER
 PERMANENTE SAN LEANDRO MEDICAL
 CENTER; and DOES 1 through 20, inclusive,

17 Defendants.

Case No. _____
**STRONGGO INDUSTRIES, LLC’S,
 COMPLAINT FOR:**
1. BREACH OF CONTRACT;
2. QUANTUM MERUIT;
3. ACCOUNT STATED;
4. UNJUST ENRICHMENT;
5. MECHANIC’S LIEN RELEASE BOND

Complaint Filed:
 Trial Date: N/A

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 19
 20 **GENERAL ALLEGATIONS**

- 21 1. Plaintiff StrongGo Industries, LLC (“StrongGo”) is a limited liability company in the
 22 business of, as is pertinent to this matter, manufacturing concrete accessibility tiles.
- 23 2. Plaintiff is informed and believes and thereon alleges that Defendant Rudolph &
 24 Sletten, Inc. (“R&S”), is a California corporation in the business of contracting in the State of
 25 California.

McLENNON LAW CORPORATION
 275 Battery Street, Suite 1300
 San Francisco, California 94111
 Ph. (415) 394-6688
 Fx. (415) 394-6687

1 around the parking lots and building entry and egress routes at the Project. The use of an e-mail
2 request was the parties' custom and practice in connection with ordering tiles. Subsequently,
3 StrongGo delivered tiles to Vanguard at the Project, and Vanguard accepted such tiles and began
4 installing them at the Project. The tiles were delivered to Vanguard in multiple shipments and
5 around October and December, 2013. Vanguard accepted all the tiles.

6
7 9. Plaintiff is informed and believes, and thereon alleges, that Vanguard was retained to
8 perform services at the Project by Tucker Engineering, Inc. ("Tucker"), and Tucker was retained by
9 Rudolph & Sletten, and Rudolph & Sletten was retained by the Project Owner to act as the Project
10 prime contractor.

11
12 10. StrongGo served its "California Preliminary Notice-Private Works" on October 25,
13 2013, on Vanguard and Kaiser. A subsequent "California Preliminary Notice-Private Works" was
14 served on December 26, 2013, on Vanguard, Kaiser, and Tucker.

15
16 11. StrongGo is informed and believes that the tiles were installed at the Project by
17 Vanguard at various times in and around October and December, 2013.

18
19 12. The parties' agreement was that payment for the tiles was due within 30 days of
20 receipt of the tiles. The last shipment of tiles to the Project was on December 26, 2013, and payment
21 for all the tiles was due as of January 26, 2014. No payment was made.

22
23 13. On April 10, 2014, and June 26, 2014, Plaintiff sent written statements to Vanguard
24 showing the total amount owing of \$98,908.03 for the tiles and requesting payment. StrongGo
25 requested payments from Vanguard in e-mails dated April 11, 2014, and May 6, 2014. A demand
26 letter was sent to Vanguard on October 24, 2014, requesting payment and accrued interest in the
27 amount of \$106,631.00. No payment was received.

28 14. On or about April 16, 2014, StrongGo served its stop notice on Tucker, R&S, and
Kaiser. StrongGo recorded a mechanic's lien on January 29, 2014, in the Alameda County

1 Recorder's Office as Document 2014024090. A true and correct copy of StrongGo's mechanic's
2 lien is attached hereto as Exhibit A. StrongGo served its replacement mechanic's lien on May 14 on
3 Vanguard, Tucker Engineering, Inc., R&S, and Kaiser, which was recorded in the Alameda County
4 Recorder's Office on May 27, 2014, as Document number 2014128151. A true and correct copy of
5 StrongGo's mechanic's lien is attached hereto as Exhibit B. R&S recorded its mechanic's lien
6 release bond dated May 16, 2014, in the Alameda County Recorder's Office on May 22, 2014. The
7 mechanic's lien release bond was issued by Defendant Travelers Casualty and Surety Company of
8 America on behalf of R&S and for the benefit of StrongGo Industries, in the amount of \$123,635.04.
9 A true and correct copy of the mechanic's lien release bond is attached hereto as Exhibit C.
10

11
12 **FIRST CAUSE OF ACTION**

13 **Breach of Contract**

14 **(vs. Vanguard and DOES 1-10)**

15 15. Plaintiff incorporates the allegations in paragraphs 1 through 14 above as though fully
16 set forth herein.

17 16. Pursuant to Vanguard's written request, Plaintiff supplied tile materials to Vanguard
18 for use in the Project, and which were subsequently incorporated into the Project by Vanguard and
19 ROES 1-10, and each of them. Vanguard accepted such materials upon delivery. The parties'
20 agreement was that payment would be made within 30 days of delivery. Plaintiff satisfactorily
21 performed and provided all the requested materials. Defendants have had beneficial use of the
22 materials at the Project since its completion. No payment has been made for the tiles and there
23 remains due and owing no less than \$98,908.03, with interest at the legal maximum rate until paid,
24 to Plaintiff by Defendants.
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1 17. Plaintiff performed all conditions, covenants and promises it was required to perform
 2 under Vanguard's request for tiles, except those which were waived or they were excused or
 3 prevented from performing by Defendants.

4 18. Defendants' failure to pay for the tiles is a breach of the agreement.

5 19. As a direct and proximate result of Defendants' breach of contract, Plaintiff was
 6 damaged, including special damages, interest, and consequential and other damages, in an amount to
 7 be proven at trial, but beyond the minimum jurisdictional requirements of this Court.
 8

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

11 **SECOND CAUSE OF ACTION**

12 **Quantum Meruit**

13 **(vs. Kaiser and DOES 11-15)**

14 20. Plaintiff incorporates the allegations in paragraphs 1 through 19 above as though fully
 15 set forth herein.

16 21. Plaintiff provided materials to the Project at the request of Defendants Vanguard,
 17 R&S, and Kaiser.

18 22. Defendants Kaiser and DOES 11-15 knew, agreed with, and acquiesced in Plaintiff's
 19 supply of materials. The materials provided by Plaintiff were intended to, and did, benefit,
 20 Defendants, including, among other things, beneficial use and occupancy of the Project for its
 21 intended purpose.
 22

23 23. Plaintiff demanded payment for such materials, however Defendants Vanguard and
 24 R&S failed, and continue to fail and refuse, to pay for such materials.

25 24. The fair and reasonable value of the materials provided by Plaintiff for the benefit of
 26 Kaiser and DOES 11-15 for which payment has not been received is in an amount to be proved at
 27 trial, but no less than \$98,908.03, with interest at the maximum legal rate until paid.
 28

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 275 Battery Street, Suite 1300
 San Francisco, California 94111
 Ph. (415) 394-6688
 Fx. (415) 394-6687

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

3 **THIRD CAUSE OF ACTION**

4 **Account Stated**

5 **(vs. Vanguard, and DOES 1-10)**

6 25. Plaintiff incorporates the allegations in paragraphs 1 through 24 above as though fully
7 set forth herein.

8 26. An account was stated in writing between Plaintiff and Defendants Vanguard and
9 DOES 1 through 10, and each of them, and on such account a balance of \$98,908.03 was due and
10 owing to Plaintiff from Defendants.

11 27. Neither the whole or any part of said sum has been paid, although demand has been
12 made, and there is now due, owing, and unpaid a sum of money in an amount of \$98,908.03, with
13 interest at the maximum legal rate until paid.

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

16 **FOURTH CAUSE OF ACTION**

17 **Mechanic's Lien Release Bond Claim**

18 **(vs. Rudolph & Sletten, Travelers, and DOES 16-20)**

19 28. Plaintiff incorporates the allegations in paragraphs 1 through 27 above as though fully
20 set forth herein.

21 29. On or about May 16, 2014, Defendant R&S, Travelers, and DOES 16-20, and each of
22 them, issued a Bond For Release of Mechanic's Lien, Bond No. 106044195, in the amount of
23 \$123,635.04 ("Bond"). The Bond identifies Plaintiff as the Obligee, R&S as the Principal, and
24 Travelers as the surety.
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McLENNON LAW CORPORATION
275 Battery Street, Suite 1300
San Francisco, California 94111
Ph. (415) 394-6688
Fx. (415) 394-6687

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30. The terms of the Bond include: "WHEREAS, said Principal disputes the correctness of validity of such claim of mechanic's lien and desires to execute and record a bond pursuant to the provisions of Section 8424 of the Civil Code of the State of California, to enable the real property [described as Kaiser San Leandro, 1755 Fairway Drive, Building 15, San Leandro, California] to be freed from the effect of said claim of mechanic's lien [in the amount of \$98,908.03] and any action brought to foreclose said lien. NOW THEREFORE, if the Principal shall pay, or cause to be paid, all sums which said claimant may recover on said claim together with his costs or suit in the action, then this obligation shall be void; otherwise it shall remain in full force and effect."

31. Plaintiff is informed and believes that the Bond was recorded in the Alameda County Recorder's Office on May 22, 2014, as Document No. 2014126404.

32. Although demand has been made, Defendants and each of them have failed and continue to refuse to pay Plaintiff for the materials provided to the Project in the amount of \$98,908.03, plus interest, pursuant to the terms of the Bond.

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

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For general and special damages;
2. For pre-judgment interest;
3. For the costs of suit incurred herein;
4. For recovery against the Bond against R&S and Travelers and DOES 16-20; and

McLENNONLAW CORPORATION
275 Battery Street, Suite 1300
San Francisco, California 94111
Ph. (415) 394-6688
F.x. (415) 394-6687

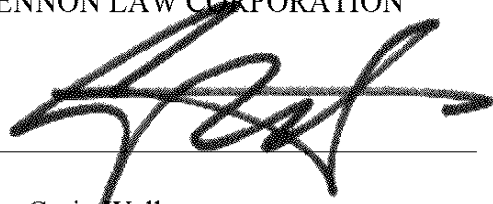
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5. For any other and further relief as the Court deems just and proper.

DATED: December 8, 2014

McLENNON LAW CORPORATION

By: _____



Craig Wallace
Attorneys for Plaintiff
StrongGo Industries, LLC

Courthouse News Service

McLENNON LAW CORPORATION
275 Battery Street, Suite 1300
San Francisco, California 94111
Ph. (415) 394-6688
Fx. (415) 394-6687

Courthouse News Service

EXHIBIT A

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

StrongGo Industries, LLC.
c/o RCS Preliminary Lien Service, Inc.
P.O. Box 25307
Scottsdale, AZ 85255
(602)279-7990

*A19
3pm*



2014024090

01/29/2014 10:22 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 31.00



3 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE AND CLAIM OF LIEN

StrongGo Industries, LLC., hereby claims a mechanic's lien in the amount of \$98,908.03 on the Kaiser Permanente San Leandro Medical Center and on the real property on which it is located at 2500 Merced Street, San Leandro, CA 94577, Alameda County, also described as follows: Parcel/Tax ID 077A-0647-009-48. The owner or reputed owner of the real property is Kaiser Foundation Hospitals, 1950 Franklin Street #6, Oakland, CA 94612. StrongGo Industries, LLC., 3296 E. Hemisphere Loop, Tucson, AZ 85706 furnished TekWay Dome Tiles to FBD Vanguard Construction, Inc., for the buildout for the Kaiser Permanente San Leandro Medical Center. The direct contractor for subject project is Tucker Engineering, Inc.

Dated: 01/23/2014

Name of Claimant: StrongGo Industries, LLC.

By: Margarita Garcia

VERIFICATION

I am the Accounting Manger and authorized to make this verification on behalf of StrongGo Industries, LLC.

This mechanic's lien is true of my own knowledge, except for those matters stated on my information and belief, and as to those matters I believe them to be true.

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

Dated: 01/23/2014

Margarita Garcia, Accounting Manager

Notice of Mechanic's Lien and Proof of Service Affidavit Follow on Next Page

NOTICE OF MECHANIC'S LIEN

ATTENTION!

Upon the recording of the enclosed MECHANIC'S LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanic's lien is recorded.

The party identified in the mechanic's lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanic's lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanic's lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANIC'S LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I, H. Lee Goldblatt, served this Mechanic's Lien and Notice of Mechanic's Lien on:

Kaiser Foundation Hospitals, 1950 Franklin Street #6, Oakland, CA 94612.

Service was made on the owner or reputed owner named above on January 24, 2014, by Certified Mail, postage prepaid, addressed to Kaiser Foundation Hospitals on the address shown above.

Service was also made on January 24, 2014, by Certified Mail, postage prepaid, addressed to FBD Vanguard Construction, Inc., located at 651 Enterprise Court, Livermore, CA 94550 and the direct contractor or reputed direct contractor, Tucker Engineering, Inc., located at 37 S. 4th St., Campbell, CA 95008.

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

Executed on 1-24-14, at Phoenix, Maricopa



H. Lee Goldblatt, Limited Agent

Courthouse News Service

EXHIBIT B

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

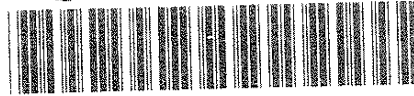
StrongGo Industries, LLC.
c/o RCS Preliminary Lien Service, Inc.
P.O. Box 25307
Scottsdale, AZ 85255
(602)279-7990



2014128151

05/27/2014 12:22 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 28.00



2 PGS

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE AND CLAIM OF LIEN

StrongGo Industries, LLC., hereby claims a mechanic's lien in the amount of \$98,908.03 on the Kaiser San Leandro Medical Center and on the real property on which it is located at 1700 Marina Blvd, San Leandro, CA 94577, Alameda County, also described as follows: Parcel/Tax ID 774A-647-14 and 77A-647-15. The owner or reputed owner of the real property is Kaiser Foundation Health Plan, Inc., 1800 Harrison St, 22nd Floor Oakland, CA 94612. StrongGo Industries, LLC., 3296 E. Hemisphere Loop, Tucson, AZ 85706 furnished TekWay Dome Tiles to FBD Vanguard Construction, Inc., for the buildout for the Kaiser San Leandro Medical Center. FBD Vanguard Construction, Inc. was a subcontractor to Tucker Engineering, Inc. Tucker Engineering, Inc. was a subcontractor to the direct contractor, Rudolph & Sletten, Inc.

Dated: 5-14-14

Name of Claimant: StrongGo Industries, LLC.

By: H. Lee Goldblatt, Limited Agent

VERIFICATION

I am the Limited Agent and authorized to make this verification on behalf of StrongGo Industries, LLC.

This mechanic's lien is true of my own knowledge, except for those matters stated on my information and belief, and as to those matters I believe them to be true.

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

STRONGGO INDUSTRIES, LLC.

Dated: 5-14-14

H. Lee Goldblatt, Limited Agent

Notice of Mechanic's Lien and Proof of Service Affidavit Follow on Next Page

NOTICE OF MECHANIC'S LIEN

ATTENTION!

Upon the recording of the enclosed MECHANIC'S LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanic's lien is recorded.

The party identified in the mechanic's lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanic's lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanic's lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANIC'S LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I, H. Lee Goldblatt, served this Mechanic's Lien and Notice of Mechanic's Lien on:

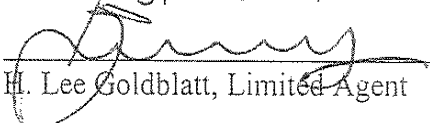
Kaiser Foundation Health Plan, Inc. 1800 Harrison St, 22nd Floor Oakland, CA 94612

Service was made on the owner or reputed owner named above on May 14th, 2014, by Certified Mail, postage prepaid, addressed to Kaiser Foundation Health Plan, Inc. on the address shown above.

Service was also made on May 14th, 2014, by Certified Mail, postage prepaid, addressed to FBD Vanguard Construction, Inc., located at 651 Enterprise Court, Livermore, CA 94550, the subcontractor Tucker Engineering, Inc located at 37 S. 4th St, Campbell, CA 95008 and the direct contractor or reputed direct contractor, Rudolph & Sletten, Inc. located at 1600 Seaport Blvd, Ste. 350 Redwood, CA 94063.

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

Executed on 5-14-14, at Phoenix, AZ, Maricopa County.

STRONGGO INDUSTRIES, LLC

H. Lee Goldblatt, Limited Agent

Courthouse News Service

EXHIBIT C

275-214
[Rev. 09/20/13]

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Rudolph and Sletten, Inc.



2014126404

05/22/2014 02:07 PM

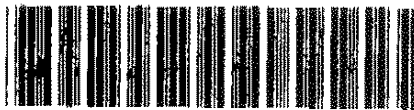
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 40.00

WHEN RECORDED MAIL TO:

NAME: Rudolph and Sletten, Inc., Attn: Paul Aherne

ADDRESS: 1600 Seaport Boulevard, Suite 350

CITY/STATE/ZIP: Redwood City, CA 94063



6 PGS

THIS SPACE FOR RECORDER'S USE ONLY

DOCUMENT TITLE

BOND FOR RELEASE OF MECHANIC'S LIEN PURSUANT
TO SECTION 8424 OF THE CALIFORNIA CIVIL CODE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Govt. Code 27361.6)
(additional recording fee applies)

Courthouse News Service

Bond No. 106044195
Premium: \$1,113.00

BOND FOR RELEASE OF MECHANIC'S LIEN
PURSUANT TO SECTION 8424 OF THE CALIFORNIA CIVIL CODE

KNOW ALL MEN BY THESE PRESENTS, That we, Rudolph and Sletten, Inc., 1600 Seaport Blvd., Suite 350, Redwood City CA 94063, as Principal, and Travelers Casualty and Surety Company of America, 21688 Gateway Center Dr., Diamond Bar CA 91765, a corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the StrongGo Industries, LLC, PO Box 25307, Scottsdale, AZ 85255, as Obligee in the sum of One Hundred Twenty Three Thousand Six Hundred Thirty Five and 04/100 Dollars (\$123,635.04), for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That


WHEREAS, that certain real property situated in the County of Alameda, commonly known as Kaiser San Leandro, 1755 Fairway Dr., Bldg 15, San Leandro CA, is subject to a claim of Mechanic's Lien filed for record in the Office of the County Recorder of Alameda, State of California on January 29, 2014, in Document No. 2014024090 of County Records, whereby FBD Vanguard Construction Inc. claims of lien on said real property in the amount of Ninety Eight Thousand Nine Hundred Eight and 03/100 Dollars (\$98,908.03).

WHEREAS, said Principal disputes the correctness and validity of such claim of Mechanic's Lien and desires to execute and record a bond pursuant to the provisions of Section 8424 of the Civil Code of the State of California, to enable the real property above described to be freed from the effect of said claim of Mechanic's Lien and any action brought to foreclose said Lien.

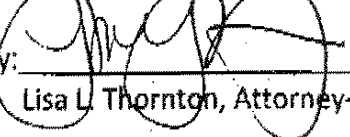
NOW, THEREFORE, if the Principal shall pay, or cause to be paid, all sums which said claimant may recover on said claim together with his costs of suit in this action, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated this 16th day of May, 2014.

Rudolph and Sletten, Inc.

By: 
Paul Aherne,
Senior Vice President and
General Counsel

Travelers Casualty and Surety Company of America

By: 
Lisa L. Thornton, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

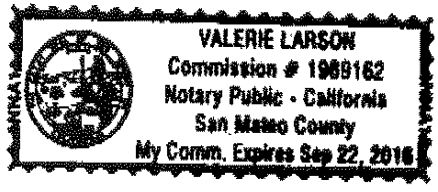
State of California

County of San Mateo

On May 20, 2014 before me, Valerie Larson, Notary Public

personally appeared Paul Aherne

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Valerie Larson

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond For Release of Mechanic's Lien

Document Date: May 16, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: Lisa L. Thornton

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul Aherne

- Corporate Officer — Title(s): Senior Vice President and General Counsel
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Rudolph and Sletten Inc.

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

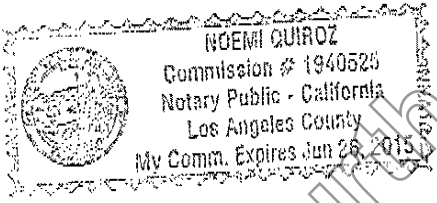
State of California)
) ss
County of Los Angeles)

MAY 16 2014

On _____, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(ies), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature:
Noemi Quiroz, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225527

Certificate No. 005776141

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

E. S. Albrecht Jr., C. K. Nakamura, Noemi Quiroz, Lisa L. Thornton, and Maria Pena

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of January, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of January, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

MAY 16 2014

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20__

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.