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California Nonprofit Public Benefit Corporation

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County of Fresno
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO, CENTRAL DIVISION

POVERELLO HOUSE, a California Nonprofit
Public Benefit Corporation ,

Plaintiff,

v.

PREFAB INNOVATIONS, INC., a California
corporation; DAVID GEORGE
CLEVINGER, JR., an individual; and DOES
1-25,

Defendants.

Case No. 26CU02630

COMPLAINT FOR:

- 1. Alter Ego Liability**
- 2. Breach of Written Contract**
- 3. Conversion**
- 4. Fraud-Intentional Misrepresentation**
- 5. Fraud-Promissory Fraud**

Plaintiff POVERELLO HOUSE, a California Nonprofit Public Benefit Corporation
("Poverello"), by and through its attorneys, alleges against Defendants PREFAB
INNOVATIONS, INC. ("PreFab"), DAVID GEORGE CLEVINGER, JR. ("Clevenger"), and
DOES 1 through 25, inclusive, as follows:

NATURE OF THE ACTION

1. This action arises from PreFab's failure to perform a written agreement to
manufacture, store, and deliver twenty-six factory-built permanent housing units for a Fresno
project intended to serve persons experiencing homelessness. Poverello paid the initial contractual

1 deposit of \$964,482.00. PreFab did not complete, store, or deliver any of the contracted units; did
2 not achieve the conditions for either remaining payment milestone; and has not returned the
3 deposit. Poverello brings this action to recover the funds it paid, the resulting damages, and other
4 relief authorized by contract and law.

5 **PARTIES, JURISDICTION, AND VENUE**

6 2. Plaintiff Poverello is a California Nonprofit Public Benefit Corporation with its
7 principal place of business at 412 F Street, Fresno, California 93706.

8 3. Defendant PreFab is a California corporation. PreFab was the contracting factory
9 and the other party to the written agreement at issue in this action. PreFab's address was 1801
10 Santa Clara, Fresno, California 93721 at the time of contracting. Poverello is informed and
11 believes that PreFab's current business address is 340 W. 8th Street, Hanford, California 93230.
12 PreFab held itself out as a Fresno, California factory-built manufacturing firm specializing in
13 turnkey factory-built modules and on-site construction services.

14 4. Defendant Clevenger is PreFab's founder, principal, and authorized representative.
15 He is sued individually and as the alter ego of PreFab. Clevenger signed the written agreement on
16 PreFab's behalf and was identified in PreFab's bid materials as its contact for the Project.

17 5. Poverello is unaware of the true names or capacities of Defendants sued herein as
18 DOES 1 through 25, inclusive, and therefore sues those Defendants by fictitious names. Poverello
19 will amend this Complaint to allege their true names and capacities when they have been
20 ascertained. Poverello is informed and believes, and on that basis alleges, that each fictitiously
21 named Defendant was an agent, servant, employee, owner, officer, director, manager,
22 representative, alter ego, co-conspirator, or joint venturer of one or more of the named Defendants
23 and was acting within the scope of that relationship at all relevant times.

24 6. This Court has jurisdiction over all causes of action asserted herein. The amount in
25 controversy exceeds \$25,000, making this an unlimited civil case.

26 7. Defendants, and each of them, are subject to the jurisdiction of this Court because
27 they conducted business and entered into transactions in Fresno County and caused injury through
28 acts and omissions occurring in, or directed toward, Fresno County.

1 8. Venue is proper in Fresno County because the agreement was entered into and was
2 to be performed in Fresno County, Poverello suffered damages in Fresno County, and substantial
3 events and transactions giving rise to this action occurred in Fresno County.

4 **GENERAL ALLEGATIONS**

5 **A. THE PROJECT, PROCUREMENT, AND WRITTEN AGREEMENT**

6 9. Poverello obtained grant funding for a project intended to create twenty-six
7 permanent housing units for persons experiencing homelessness in Fresno (the “Project”). The
8 Project was a public-serving effort to expand access to stable housing in the Fresno community.

9 10. In connection with the Project, Poverello solicited bids and required prospective
10 bidders to provide qualifications, licensing information, and other bid materials. PreFab submitted
11 bid materials on September 20, 2022 identifying PreFab as the bidder and Mr. Clevenger as its
12 contact. In those bid materials, PreFab represented that it was a California HCD-certified factory-
13 built housing plant located in Fresno and that it had the capabilities, personnel, and experience
14 necessary to provide the proposed units and related services.

15 11. On or about March 27, 2023, Poverello and PreFab entered into a written
16 agreement for the manufacture, storage, and delivery of twenty-six Pocket 288 Basic House
17 Package units for the Project (the “Agreement”). A true and correct copy of the Agreement is
18 attached hereto as Exhibit A.

19 12. The Agreement identified PreFab as the contracting factory and Poverello as the
20 client. The Agreement was electronically signed on March 27, 2023 by Zachary D. Darrah for
21 Poverello and by Clevenger for PreFab.

22 13. The Agreement required PreFab to provide twenty-six Pocket 288 Basic House
23 Package units, described as LEED achievable, with structural, exterior, utility, interior, kitchen,
24 bathroom, storage, and delivery components.

25 14. The total contract price was \$1,964,482.00, consisting of a base price of
26 \$1,866,982.00 for twenty-six units and \$97,500.00 for “Code Requirements” including fire-
27 suppression design, permitting, and installation.

28 15. The Agreement established a milestone-based payment structure requiring: (a) an

1 initial deposit of \$964,482.00; (b) payment of \$800,000.00 upon completion and storage of
2 thirteen units; and (c) payment of \$200,000.00 upon full completion and storage of all twenty-six
3 units.

4 16. The Agreement further provided that storage until site preparation was complete
5 was included and that delivery within a twenty-five-mile radius of the factory was included.

6 17. In the Agreement, PreFab made representations and warranties to Poverello,
7 including that PreFab was qualified to do business and duly licensed, or had retained qualified
8 individuals with the necessary licenses, within California; that its employees, agents, and
9 subcontractors performing the work were qualified, licensed as required, and skilled to perform
10 the work; and it would perform the work in strict accordance with the Agreement.

11 18. The Agreement further provided that all materials and workmanship would be new,
12 of good quality, and free from visible defects.

13 19. The Agreement required PreFab to promptly correct work that failed to conform to
14 applicable law.

15 20. The Agreement provided that PreFab would not assign or subcontract all of its
16 rights or obligations without Poverello's prior written approval.

17 21. In its bid materials, PreFab represented that it would diligently prosecute the work
18 to completion for all bid items within 210 working days from the date of the Notice to Proceed.
19 Notice to Proceed was executed by Poverello and Clevenger as Owner of Prefab on March 27,
20 2023.

21 **B. POVERELLO PERFORMED; PREFAB DID NOT**

22 22. Poverello timely performed its obligations required by paying PreFab the initial
23 deposit of \$964,482.00. Poverello made that payment in reliance on the Agreement and PreFab's
24 representation that PreFab would begin performance of the Project.

25 23. Poverello did not make either remaining milestone payment because PreFab never
26 satisfied the conditions for those payments. Poverello paid the amount required to initiate
27 performance and did not make further payments absent the contractually required progress.

28 24. PreFab accepted and retained the \$964,482.00 deposit.

1 25. PreFab failed to complete, store, or deliver any of the twenty-six contracted units.
2 Any preliminary activity, if undertaken, did not result in a completed unit, did not produce work
3 commensurate with the deposit, and did not satisfy any payment milestone.

4 26. PreFab never completed and stored thirteen units and therefore never became
5 entitled to the second payment of \$800,000.00. PreFab never fully completed and stored all
6 twenty-six units and therefore never became entitled to the third payment of \$200,000.00.

7 27. Poverello did not receive the twenty-six contracted units, any completed unit, or
8 any work product commensurate with the \$964,482.00 it paid.

9 28. As a result of PreFab's nonperformance, Poverello lost substantial time and the
10 benefit of the Agreement. Poverello also faces substantially increased costs to complete a
11 comparable project and provide the intended housing units.

12 29. Despite demand, Defendants have failed and refused to return the deposit, complete
13 the work, deliver the units, or otherwise cure their nonperformance.

14 **C. DEFENDANTS' REPRESENTATIONS AND USE OF POVERELLO'S FUNDS**

15 30. Before and at the time Poverello entered into the Agreement and paid the initial
16 deposit, PreFab, through Mr. Clevenger and other authorized representatives, represented that
17 PreFab could manufacture, complete, store, and deliver twenty-six units for the Project; had the
18 licensing, qualifications, staffing, capacity, and resources necessary to perform; and would timely
19 perform its obligations under the Agreement.

20 31. These representations were made by PreFab through its bid materials, proposal,
21 Agreement, invoice, and related Project communications. The representations were material
22 because Poverello would not have selected PreFab, entered into the Agreement, or paid the initial
23 deposit had it known that PreFab could not or would not perform as represented.

24 32. Poverello is informed and believes that the representations were false when made
25 because PreFab did not have the ability, resources, staffing, capacity, and/or intent to manufacture,
26 complete, store, and deliver the twenty-six units as promised.

27 33. Poverello is informed and believes that Defendants did not use the deposit for the
28 manufacture, completion, storage, or delivery of the contracted units. Poverello is further informed

1 and believes that Defendants used or diverted some or all of the deposit for other projects,
2 corporate expenses, debts, or personal purposes, despite having accepted the deposit for the
3 limited purpose of performing the Project.

4 34. Poverello is informed and believes that the facts concerning the disposition of the
5 deposit, PreFab's finances, and the relationship between PreFab and Clevenger are largely within
6 Defendants' possession and control. Poverello will amend this Complaint as appropriate when
7 additional facts are learned through discovery.

8 **I.**
9 **FIRST CAUSE OF ACTION - ALTER EGO LIABILITY**
10 **(Against Clevenger and DOES 1 through 25, inclusive)**

11 35. Poverello incorporates by reference paragraphs 1 through 34 as though fully set
12 forth herein.

13 36. Clevenger is PreFab's founder, principal, and authorized representative. On
14 information and belief, he was also PreFab's owner or controlling shareholder. He personally
15 negotiated and signed the Agreement on PreFab's behalf, served as PreFab's identified contact in
16 the bid process, and exercised direct control over PreFab's operations and performance of the
17 Project.

18 37. Poverello is informed and believes that Mr. Clevenger dominated and controlled
19 PreFab, including its contracting, communications, finances, use of funds, and performance
20 obligations. PreFab acted through Clevenger in soliciting the Project, making the representations
21 described above, entering into the Agreement, receiving Poverello's deposit, and failing to
22 perform.

23 38. Poverello is informed and believes that Clevenger and PreFab did not maintain a
24 meaningful separation between corporate and personal affairs, including by commingling
25 corporate and personal assets, inadequately capitalizing PreFab for the Project, failing to observe
26 corporate formalities in material respects, and using PreFab to shield Clevenger from personal
27 liability for conduct in which he personally participated.

28 39. Poverello is informed and believes that Clevenger used PreFab as an
instrumentality to enter into the Agreement, receive Poverello's funds, and avoid personal

1 responsibility for performance. Poverello is further informed and believes that the deposit was not
2 used for the Project and was diverted to other projects, corporate expenses, debts, or personal
3 purposes.

4 40. There is such a unity of interest and ownership between PreFab and Clevenger that
5 their separate personalities no longer exist for purposes of the conduct alleged in this Complaint.

6 41. Adherence to the fiction of PreFab's separate corporate existence would sanction a
7 fraud, promote an inequitable result, and allow Clevenger to avoid personal liability for wrongful
8 conduct in which he participated and from which he benefited.

9 42. Poverello therefore seeks a determination that PreFab is the alter ego of Clevenger
10 and that Clevenger is personally liable for the obligations, misconduct, and damages caused by
11 PreFab as alleged herein.

12 **II.**
13 **SECOND CAUSE OF ACTION - BREACH OF WRITTEN CONTRACT**
14 **(Against PreFab and DOES 1 through 25, inclusive)**

15 43. Poverello incorporates by reference paragraphs 1 through 42 as though fully set
16 forth herein.

17 44. Poverello and PreFab entered into the Agreement for the manufacture, storage, and
18 delivery of twenty-six Pocket 288 Basic House Package units for a total contract price of
19 \$1,964,482.00.

20 45. Poverello performed all conditions, covenants, and promises required on its part,
21 including payment of the \$964,482.00 initial deposit. Poverello was excused from further
22 performance because PreFab failed to perform and failed to satisfy the conditions for the
23 remaining milestone payments.

24 46. PreFab breached the Agreement by failing to manufacture, complete, store, or
25 deliver any of the twenty-six contracted units and by failing to achieve the payment milestones
26 tied to completion and storage of thirteen units and all twenty-six units.

27 47. PreFab further breached the Agreement by failing to perform the work in
28 accordance with the Agreement's requirements, failing to diligently prosecute the work to
completion within the required time, failing to provide the contracted Project units, and failing to

1 correct its nonconforming performance.

2 48. As a direct and proximate result of PreFab's breaches, Poverello has suffered
3 damages in an amount of at least \$964,482.00, plus additional damages according to proof,
4 including restitution, loss of time, loss of the contracted units, increased replacement costs,
5 consequential damages, attorney's fees, costs, and other relief authorized by contract or law.

6 **III.**
7 **THIRD CAUSE OF ACTION - CONVERSION**
8 **(Against PreFab, Clevenger, and DOES 1 through 25, inclusive)**

9 49. Poverello incorporates by reference paragraphs 1 through 48 as though fully set
10 forth herein.

11 50. Poverello paid PreFab the specifically identifiable sum of \$964,482.00 as an initial
12 deposit for the manufacture, storage, and delivery of twenty-six units for the Project.

13 51. Defendants accepted the deposit for the limited purpose of performing the Project
14 and had no right to retain the deposit after failing to provide the contracted units or work
15 commensurate with the payment.

16 52. Poverello is informed and believes that Defendants did not use the deposit for the
17 manufacture, completion, storage, or delivery of the contracted units.

18 53. Instead, Poverello is informed and believes that Defendants wrongfully exercised
19 dominion and control over the deposit, converted some or all of it to their own use or to uses
20 unrelated to the Project, and retained it despite failing to perform the contracted work.

21 54. Defendants' retention and misuse of the deposit was wrongful and inconsistent with
22 Poverello's rights.

23 55. As a direct and proximate result of Defendants' conversion, Poverello has suffered
24 damages in an amount of at least \$964,482.00, plus additional damages according to proof.

25 **IV.**
26 **FOURTH CAUSE OF ACTION - FRAUD - INTENTIONAL MISREPRESENTATION**
27 **(Against PreFab, Mr. Clevenger, and DOES 1 through 25, inclusive)**

28 56. Poverello incorporates by reference paragraphs 1 through 55 as though fully set
29 forth herein.

30 57. Before and at the time Poverello entered into the Agreement and paid the deposit,

1 PreFab, through Clevenger and other authorized representatives, represented to Poverello that
2 PreFab could manufacture, complete, store, and deliver twenty-six units for the Project.

3 58. PreFab, through Clevenger and other authorized representatives, further represented
4 that PreFab was qualified, licensed, staffed, skilled, and capable of performing the work required
5 by the Agreement and would provide new, good-quality materials and workmanship.

6 59. These representations were made through the Agreement, invoice, proposal, bid
7 materials, and related Project communications to induce Poverello to select PreFab, enter into the
8 Agreement, and pay the deposit.

9 60. Poverello is informed and believes that these representations were false when made
10 because PreFab did not have the present ability, resources, staffing, capacity, and/or intent to
11 manufacture, complete, store, and deliver the twenty-six units as represented.

12 61. Poverello is informed and believes that Mr. Clevenger and PreFab knew the
13 representations were false when made or made them recklessly and without regard for their truth.

14 62. The representations were material. Poverello would not have selected PreFab,
15 entered into the Agreement, or paid the deposit had Poverello known the truth.

16 63. Poverello reasonably and justifiably relied on Defendants' representations by
17 selecting PreFab, entering into the Agreement, and paying the deposit. Poverello's reliance was
18 justified because PreFab held itself out in its bid materials and Project communications as a
19 qualified factory-built housing provider capable of performing the Project.

20 64. As a direct and proximate result of Defendants' intentional misrepresentations,
21 Poverello has suffered damages in an amount of at least \$964,482.00, plus additional damages
22 according to proof.

23 65. Defendants acted with malice, oppression, and fraud, entitling Poverello to punitive
24 damages in an amount sufficient to punish Defendants and deter similar misconduct.

25 V.

26 **VII. FIFTH CAUSE OF ACTION - FRAUD - PROMISSORY FRAUD**
27 **(Against PreFab, Clevenger, and DOES 1 through 25, inclusive)**

28 66. Poverello incorporates by reference paragraphs 1 through 65 as though fully set
forth herein.

1 67. Defendants promised Poverello that they would manufacture, complete, store, and
2 deliver twenty-six tiny home units for the Project in exchange for payment under the Agreement.

3 68. Defendants further promised that the second and third payments would be tied to
4 completion and storage milestones, including completion and storage of thirteen units and full
5 completion and storage of all twenty-six units.

6 69. Defendants made these promises to induce Poverello to select PreFab, enter into the
7 Agreement, and pay the initial deposit of \$964,482.00.

8 70. Poverello is informed and believes that, when Defendants made these promises,
9 they had no intent to perform them as promised.

10 71. Defendants' lack of intent to perform is shown by, among other things, their
11 acceptance and retention of the deposit, their failure to complete, store, or deliver any contracted
12 unit, their failure to satisfy either remaining payment milestone, and their failure to return the
13 deposit after nonperformance.

14 72. Poverello reasonably and justifiably relied on Defendants' promises by selecting
15 PreFab, entering into the Agreement, and paying the deposit.

16 73. As a direct and proximate result of Defendants' false promises, Poverello has
17 suffered damages in an amount of at least \$964,482.00, plus additional damages according to
18 proof.

19 74. Defendants acted with malice, oppression, and fraud, entitling Poverello to punitive
20 damages in an amount sufficient to punish Defendants and deter similar misconduct.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Poverello prays for judgment against Defendants, and each of them, as
23 follows:

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

25 1. For a determination that PreFab is the alter ego of Clevenger, that there is no
26 meaningful distinction between them for purposes of the conduct alleged herein, and that
27 Clevenger is personally liable for PreFab's obligations and the damages caused by its conduct;

28 2. For compensatory damages in an amount of at least \$964,482.00, plus additional

1 damages according to proof;

2 3. For punitive damages in an amount to be determined at trial;

3 4. For attorney's fees and costs as authorized by contract and law; and

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

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

6 6. For rescission of the Agreement and restitution of amounts paid under it;

7 7. For compensatory damages in an amount of at least \$964,482.00, plus additional
8 damages according to proof;

9 8. For attorney's fees and costs as authorized by contract and law; and

10 9. For such other and further relief as the Court deems just and proper.

11 **AS TO THE THIRD CAUSE OF ACTION:**

12 10. For compensatory damages in an amount of at least \$964,482.00, plus additional
13 damages according to proof; and

14 11. For such other and further relief as the Court deems just and proper.

15 **AS TO THE FOURTH CAUSE OF ACTION:**

16 12. For compensatory damages in an amount of at least \$964,482.00, plus additional
17 damages according to proof;

18 13. For punitive damages in an amount to be determined at trial; and

19 14. For such other and further relief as the Court deems just and proper.

20 **AS TO THE FIFTH CAUSE OF ACTION:**

21 15. For compensatory damages in an amount of at least \$964,482.00, plus additional
22 damages according to proof;

23 16. For punitive damages in an amount to be determined at trial; and

24 17. For such other and further relief as the Court deems just and proper.

25 Poverello seeks its damages and other relief as allowed by contract and law, without
26 double recovery.

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Dated: August 19, 2026

FENNEMORE LLP



By: _____
Eric V. Grijalva
Graham A. Van Leuven
Attorneys for Plaintiff POVERELLO HOUSE, a
California Nonprofit Benefit Corporation

EXHIBIT A



PreFab Innovations, Inc.				
1801 Santa Clara	Client:	Billed to:	Quote -Serial #:	Pocket 288 KBE
Fresno, Ca 93721	Poverello House		Date:	3/16/2023
	Ship to:	Fresno	Model Dimensions:	12x24

Item	Description	Qty.	Cost	Selection Initials	Total
Pocket 288	Basic House Package – LEED achievable	26	71,807		\$1,866,982
Subfloor	6" Galvanized Structural Frame 2' Centers – Boxed ends		Included		
Subfloor Deck	1" Plywood T&G		Included		
Exterior Walls	R-23 SIP with dimensional joints – 2x6 equivalent		Included		
Electrical	Code Prep– ROMEX, Box, Switches, Fan mounts, Fire/CO Monitors		Included		
SubPanel	100 Amp Subpanel		Included		
Roof	R-30 SIP with dimensional joints – 20# Load – 2x10 equivalent		Included		
Fire Suppression	Fire Suppression System	26	Required (\$3750)		\$97,500
	EXTERIOR				
Lighting	LED Motion sensor and dawn/dusk sensor -Contractor selection		Included in Base Price		
Roofing	Architectural Shingles (25 year)		Included in Base Price		
Door	Metal Front Door – Paint Grade		Included in Base Price		
Windows	White Vinyl Low-E to Title 24 CEC Spec		Included in Base Price		
Ext Cladding	Hardi-Plank Lap Siding or Board & Batten		Included in Base Price		
Paint	Exterior Wall Paint – 1 Color		Included in Base Price		



	UTILITY PACKAGE				
Heat/AC	Mini-Split Heat Pump (All Electric) – Title 24 CEC		Included in Base Price		
Electrical	One Exterior GFI To code with Bubble Covers to Code		Included in Base Price		
Water Heater	40-gallon tank electric		Included in Base Price		
Solar	Standard kW size per Title 24 CEC		Included in Base Price		
	INTERIOR PACKAGE				
Drywall	Spray on "Light Orange Peel" Texture		Included in Base Price		
Doors	6-panel Hollow Core		Included in Base Price		
Door Trim	2 ¼ Case Molding		Included in Base Price		
Window Trim	Wood – Paint Grade		Included in Base Price		
Wall Paint	One color interior Satin (Can vary per unit based on Poverello preference)		Included in Base Price		
Flooring	Vinyl Plank 6x36 – Water Resistant – Grey or Tan wood grain Color (\$1.75 sq. ft.)		Included in Base Price		
Hardware	Contractor Grade Knobs		Included in Base Price		
Light Switches	Vacant off light switches to Title 24 CEC spec		Included in Base Price		
Cable Outlet	T.V. Outlet & Cabling – Wall Prep ONLY		Included		
Lighting	LED Lighting (Contractor Choice)		Included in Base Price		
Ceiling Fan	Ceiling Fan		Included in Base Price		
	KITCHEN				
Range	Electric 2- burner Stove & Hood Prep		Included in Base Price		
Appliance	Microwave/Convection Combo Prep		Included in Base Price		
Appliance	Garbage Disposal		Included in Base Price		
Kitchen Sink Style	Stainless 1 bin -Standard		Included in Base Price		
Appliance	Refrigerator Prep		Included in Base Price		



Cabinet Package	Raised Panel – Paint Grade – Standard Hardware - Factory layout		Included in Base Price		
Countertops	Countertop & Backsplash – Factory Choice		Included in Base Price		
	BATHROOM				
Shower/Bath/Doors	Shower: Fiberglass form and surround (Factory choice) – No Bath		Included in Base Price		
Cabinet Package	Raised Panel – Paint Grade – Standard Hardware - Factory layout		Included in Base Price		
Shelving	Built-in shelving adjacent to bathroom		Included in Base Price		
Countertops	Countertop & Backsplash – Factory Choice		Included in Base Price		
Toilet	Elongated – Factory Choice		Included in Base Price		
Installation	Installation of Water, Sewer, Electrical, Foundation, & Crane are all quoted separately and must be performed by a Ca Licensed Contractor.		Not Included		
Storage	Until site preparation is complete		Included		
Delivery	Within a 25-mile radius of factory		Included		
Crane	Crane (if needed)		Not Included		

PreFab Innovations, Inc.	Base price – 26 units	\$1,866,982.00
	Code Requirements (Fire Suppression Design, Permit & Install) – 26 units – up front cost due to design & permit process (\$3350 ea)	\$97,500.00
	Total	\$1,964,482.00
Accepted by:		
Name:	Initial Deposit	\$964,482.00
	Payment at completion and storage of 13 units	\$800,000.00
Sign:	Payment at full completion and storage of 26 units	\$200,000.00

Pre-Fab Innovations, Inc is a California Certified Disabled Veteran Business Enterprise factory-built manufacturing firm specializing in turnkey factory-built modules and on-site construction services under Contractors License 1078820. We have complete capabilities to



plan, design, build, upgrade, expand, modernize, and renovate pre-engineered, prefabricated, factory-built products which are capable of achieving tremendous energy efficiency and innovations. Our products are built in District 3 of the City of Fresno and seek to employ both skilled and unskilled labor in a much-needed market.

General Terms and Exclusions:

1. Delays caused due to weather, "acts of nature", government entities and utility providers, riots, unavailability of building supply or unforeseen circumstances are beyond the control of PreFab Innovations, Inc and its subsidiaries and shall not be considered grounds for breach of contract.

2. Developments cannot be installed without site prep and permitting through appropriate government agencies. PreFab Innovations and its subsidiaries are bound to following the law and prescriptions of governing authorities when considering projects.

SOLAR ENERGY SYSTEM DISCLOSURE

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building. The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is included in this contract. To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826. If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

REPRESENTATIONS AND WARRANTIES

Factory represents and warrants that:

(a) It is qualified to do business and duly licensed or has retained qualified individuals with necessary licensure within the State of California; and

(b) The employees, agents and subcontractors of the Factory performing the Work are fully qualified, licensed as required, and skilled to perform the Work;



(d) It shall perform the Work covered by this Agreement in strict accordance with the terms of this Agreement, including any plans and specifications included herein or described in the Documents. All materials and workmanship shall be new and of good quality and free from all visible defects.

CORRECTION OF THE WORK

(a) The Factory shall promptly correct Work that fails to conform to the requirements of the applicable law. As such, California law places limits on warranty and cure. Owner is required to immediately notify Factory of any defects and to allow reasonable time for Factory to cure defects.

(b) In addition to the Factory's obligations under Section (a), if, within one year after the date of Completion of the Work as required by California law or longer if required by the terms of a special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Agreement, the Factory shall correct it promptly after receipt of written notice from the Owner to do so.

(c) Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations which the Factory might have under the Agreement. Establishment of the one-year period for correction of Work as described relates only to the specific obligation of the Factory to correct the Work, and has no relationship to the time within which the obligation to comply with the Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Factory's liability with respect to the Factory's obligations other than specifically to correct the Work.

ASSIGNMENT

Factory shall not assign or subcontract all of its rights or obligations hereunder without Owner's prior written approval.



ACCEPTANCE OF PROPOSAL

By signing this proposal, I am confirming that I am in agreement of the following:

- 1) The price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.
- 2) Payment will be 50% down via Bank ACH as a first payment, and 40% at time of delivery.

Name: Zachary D. Darrah Signature: 
Factory: David Clevenger Signature: 
Date: Mar 27, 2023

1. Preferred Method

Electronic Funds Transfer (EFT) –

- i. Name: Pre-Fab Innovations, Inc.
- ii. Address: 340 W. 8th Street, Hanford, CA 93230
- iii. Bank Name: XXXXXXXXXX
- iv. Bank Address: XXXXXXXXXX
- v. Routing Number: XXXXXX
- vi. Account Number: XXXXXXXXXX
- vii. Account Type: Checking

2. Cashier's Check payable to Pre-Fab Innovations, Inc.

- a. Mailing Address:
 - i. 340 West 8th Street, Hanford, Ca 93230
- b. Please provide Invoice number or payment reason in the memo.

Poverello_InvoiceV2

Final Audit Report

2023-03-27

Created:	2023-03-17
By:	Logan Stephens (logan@cicprefab.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArn3qlvPBnvTAirajObJJz5Fzl22DEiWT

"Poverello_InvoiceV2" History

-  Document created by Logan Stephens (logan@cicprefab.com)
2023-03-17 - 7:04:51 PM GMT
-  Document emailed to zdarrah@poverellohouse.org for signature
2023-03-17 - 7:06:25 PM GMT
-  Email viewed by zdarrah@poverellohouse.org
2023-03-27 - 6:27:00 PM GMT
-  New document URL requested by zdarrah@poverellohouse.org
2023-03-27 - 6:27:03 PM GMT
-  Signer zdarrah@poverellohouse.org entered name at signing as Zachary D. Darrah
2023-03-27 - 8:46:25 PM GMT
-  Document e-signed by Zachary D. Darrah (zdarrah@poverellohouse.org)
Signature Date: 2023-03-27 - 8:46:27 PM GMT - Time Source: server
-  Document emailed to David Clevenger (dave@cicprefab.com) for signature
2023-03-27 - 8:46:28 PM GMT
-  Email viewed by David Clevenger (dave@cicprefab.com)
2023-03-27 - 8:49:00 PM GMT
-  Document e-signed by David Clevenger (dave@cicprefab.com)
Signature Date: 2023-03-27 - 8:49:26 PM GMT - Time Source: server
-  Agreement completed.
2023-03-27 - 8:49:26 PM GMT

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