

# WESTERN NATIONAL MUTUAL INSURANCE COMPANY – Bond # \_\_\_\_\_

## (Wage Earners Questionnaire)

Your return of a completed claims questionnaire is an extremely important part of the WESTERN NATIONAL MUTUAL INSURANCE COMPANY'S ("WNMIC")'s claims investigation process. Your prompt completion of this document and its return to WNMIC will directly impact WNMIC's ability to make a speedy determination regarding your claim.

Please answer the following questions and attach copies of pertinent and/or requested documents. If you need additional space, please continue on a separate page.

### I. Preliminary Facts

#### Claimant:

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

License No.: \_\_\_\_\_

#### Contractor ("Principal"):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

License No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Related firms: \_\_\_\_\_

**II. Description of Labor**

Please answer the following questions:

What was the start date of the work performed? \_\_\_\_\_, 20\_\_\_\_

What was the last date of the work performed? \_\_\_\_\_, 20\_\_\_\_

What was the date you believe payment became due and owing to you?

\_\_\_\_\_, 20\_\_\_\_

What is your date of loss?

\_\_\_\_\_, 20\_\_\_\_

If known, identify each specific construction project or projects to which the services were furnished.

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Identify each project owner by name, address, and telephone number.

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If the contractor you are making a claim against was acting as a subcontractor, please identify the general contractor by name, address and telephone number.

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State why you believe the contractor you are making a claim against stopped paying you or refused to pay you.

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### III. Description of Damages

Please state the total amount of your claim: \$\_\_\_\_\_

How much money were you actually paid: \$\_\_\_\_\_

How much money in wages are you owed: \$\_\_\_\_\_

Please state how your wages were deduced (i.e., hourly, weekly, salaried):

\_\_\_\_\_

Summarize the amounts presently due by invoice number, job, time sheet, dates and amounts:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### IV. Attachments

Please attach copies of all documents listed below that are available to you. Please be sure to redact any sensitive information such as social security numbers.

\_\_\_ Attached are copies of all unpaid invoices

\_\_\_ Attached are copies of all of my previous paystub(s)

\_\_\_ Attached are copies of all correspondence between myself and the Contractor I am making a claim against. (Correspondence concerning your claim only.)

\_\_\_ Attached are copies of all documentation proving that I was employed by the contractor I am making a claim against.

\_\_\_ Attached are copies of cancelled checks from the customer showing that the contractor was paid for the work I performed, but did not pay me.

**V. Detailed Claims Information**  
**(Bus. & Prof. Code, §§ 7108 and 7120)**

If you contend or have reason to believe that the contractor misapplied or “diverted” construction funds intended to pay your account, answer the following:

Identify the party or parties who made the payments to the contractor.

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Describe in detail any information concerning payment which was conveyed to you by that party.

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State the exact date of such payment(s).

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State the exact amount of the payment(s).

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State whether the contractor disputes any items, or has given you any other reason for not paying your invoices.

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State whether the project owner disputes the quality or condition of any items, or contends that there was a delay in furnishing them to the construction project.

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If you contend that the contractor “willfully and deliberately” misapplied construction funds, please state the facts upon which you base this belief.

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### **VI. Informal Dispute Resolution**

Describe all efforts you have made to resolve the past due payments directly with the contractor.

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State whether either you or the contractor has offered to compromise, mediate or arbitrate the dispute, and state the response. If you are now willing to compromise, mediate or arbitrate, please so indicate. (Please note the Contractors’ State License Board may be able to assist you in arranging an arbitration.)

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State whether you have presented a claim to your own insurance carrier or to other sureties. If so, please attach copies of all correspondence with the insurance carrier or sureties.

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State whether you have presented your claim to the Contractors’ State License Board. If so, please attach a copy of the completed Complaint Form, as well as any industry expert reports, citations or accusations resulting from your action.

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State whether the contractor has made, or offered to make, partial payment or installment payments. If so, provide the details of the offer and whether any partial payments were actually made. If you entered into any form of written payment agreement, please attach. hereto.

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## VII. Litigation

Have you pursued any legal action against the contractor? \_\_\_\_\_

Please attach copies of all papers filed in the legal action, including any judgment.

\_\_\_\_ Copies Attached

State the title and case number of any lawsuits related to this claim.

State whether you presently have any right of recovery under a mechanic's lien or stop notice, or under a payment bond. If so, please describe:

**PLEASE NOTE: For your protection, California law requires the following to appear on this form (Insurance Code § 1871.2) "Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."**

## CERTIFICATION

The undersigned represents that he/she has read the entire foregoing Claims Questionnaire, including Document Checklist. The responses to this Questionnaire and attached documents are the basis for a claim for payment of money under the terms and provisions of the Contractors License Act, Business and Professions Code, Division 3, Chapter 9, Sections 7000, et seq. The undersigned hereby declares, under penalty of perjury, that the responses are true, complete and correct.

DATED: \_\_\_\_\_, 20\_\_

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**(Signature of Claimant/Declarant)**

### **PLEASE TAKE NOTE OF THE FOLLOWING INFORMATION REGARDING THE APPLICABLE STATUTE OF LIMITATIONS:**

Business and Professions Code Section 7071.11(c) and (d) provides that the statute of limitations for bringing an action against the bond is as follows:

“(c) Except for claims covered by subdivision (d), any action against a bond required under this article, excluding the judgment bond specified under Section 7071.17, shall be brought in accordance with the following:

- (1) Within two years after the expiration of the license period during which the act or omission occurred. The provisions of this paragraph shall be applicable only if the license has not been inactivated, canceled, or revoked during the license period for which the bond was posted and accepted by the registrar as specified under Section 7071.7.
- (2) If the license has been inactivated, canceled, or revoked, an action shall be brought within two years of the date the license of the active licensee would have expired had the license not been inactivated, canceled, or revoked. For the provisions of this paragraph to be applicable, the act or omission for which the action is filed must have occurred prior to the date the license was inactivated, canceled, or revoked.
- (3) An action against a disciplinary bond filed by an active licensee pursuant to Section 7071.8 shall be brought in accordance with the provisions of paragraph (1) or (2), as applicable, or within two years after the last date for which a disciplinary bond filed pursuant to Section 7071.8 was required, whichever date is first.

**(d) A claim to recover wages or fringe benefits shall be brought within six months from the date that the wage or fringe benefit delinquencies were discovered, but in no event shall a civil action thereon be brought later than two years from the date the wage or fringe benefit contributions were due.”**

## **ATTACHMENT 1 to CLAIMS QUESTIONNAIRE**

### **RELEVANT EXCERPTS OF THE CONTRACTORS LICENSE LAW (BUSINESS & PROFESSIONS CODE §§7000, ET SEQ.) INCLUDE THE FOLLOWING:**

**§ 7071.5** The contractor's bond required by this article shall be executed by an admitted surety in favor of the State of California, in a form acceptable to the registrar and filed with the registrar by the licensee or applicant. The contractor's bond shall be for the benefit of the following:

- (d) An employee of the licensee damaged by the licensee's failure to pay wages.**

The maximum bond funds available to wage-earner claimants is \$4,000:

**§ 7071.11** (a) The aggregate liability of a surety on a claim for wages and fringe benefits brought against any bond required by this article, other than a bond required by Section 7071.8, shall not exceed the sum of four thousand dollars (\$4,000).

**The entire Contractors' State License Law can be found at:**  
<http://www.cslb.ca.gov/forms/lb%20chapter12.pdf>