

No. _____

IN THE
Supreme Court of the United States

Tin Vo,
Petitioner.
v.

Fourth District Court of Appeal,
Respondent.

Balfour Beatty Construction, LLC et al
(Real Parties in Interest)

**MOTION TO DIRECT THE CLERK TO FILE A PETITION
FOR A WRIT OF CERTIORARI OUT OF TIME**

Tin Vo
9722 Standford Ave.
Garden Grove, CA 92841
(714) 241-5141
tinvo35@gmail.com

CORPORATE DISCLOSURE STATEMENT

Pursuant to Supreme Court Rule 29.6, the following parties to this proceeding are non-governmental corporate entities of which Petitioner is aware:

Balfour Beatty Construction, LLC — Real Party in Interest; a Delaware limited liability company. Ultimate parent: Balfour Beatty plc, a public limited company organized under the laws of England and Wales, publicly held and traded on the London Stock Exchange under the ticker symbol BBY.

Travelers Casualty and Surety Company of America — Surety; a Connecticut corporation. Ultimate parent: The Travelers Companies, Inc., publicly held and traded on the New York Stock Exchange under the ticker symbol TRV.

Liberty Mutual Insurance Company — Surety; a Massachusetts stock insurance company. Ultimate parent: Liberty Mutual Holding Company Inc., a Massachusetts mutual holding company. No known publicly held corporation owns 10% or more of its interests.

Fidelity & Deposit Company of Maryland — Surety; a Maryland corporation. Ultimate parent: Zurich Insurance Group Ltd, a Swiss stock corporation, publicly held and traded on the SIX Swiss Exchange under the ticker symbol ZURN.

INTRODUCTION

Petitioner Tin Vo respectfully asks this Court to direct the Clerk to accept and docket his petition for a writ of certiorari for the following reason: this Court's Clerk's

Office — not any Justice of this Court — refused to file Petitioner’s application for extension of time and subsequent petition for writ of certiorari, on the ground that his “case must first be reviewed by ... by the highest state court in which a decision could be had. 28 USC ...1257.” In this case, deciding whether § 1257(a) is satisfied — and, in particular, which state court was the highest court in which a decision could be had on the questions presented — is a substantive jurisdictional determination. It is a judicial act, and the Clerk’s Office had no power to make it. It is also not correct.

As this Court held in *Nashville, C. & St. L. Ry. v. Wallace*, 288 U.S. 249, 264 (1933):

“Whenever the judicial power is invoked to review a judgment of a state court, the ultimate constitutional purpose is the protection, by the exercise of the judicial function, of rights arising under the Constitution and laws of the United States.”

That is the function this motion asks the Court to exercise.

The same constitutional questions presented in this case, that no court has ever decided, are presented in a Companion Petition, *Adam Bereki v. Supreme Court of California*, (postmarked August 31, 2026) which Petitioner incorporates as if fully set forth herein. See also Motion to Direct, *Adam Bereki v. Supreme Court of California* (postmarked September 14, 2026) and *Pier Prenga v. Second District Court of Appeal* (to be postmarked on or about September 15, 2026). Copies also available at adjudicationdenied.org.

AUTHORITY

This motion is made under Article III, § 2 and Rule 21 and invokes this Court's supervisory authority over its own Clerk. The Clerk is an officer of the Court. That authority exists for this very circumstance — so that a clerk cannot, at the clerk's desk, foreclose the appellate jurisdiction the Constitution vests in the Court as a mandatory duty.

PROCEDURAL HISTORY

Petitioner's company, American Building Innovation, LP, ("ABI") worked as a subcontractor on a school project for Balfour Beatty Construction, LLC ("Balfour"). ABI earned roughly \$711,000 on the work it completed. Balfour refused to pay. When ABI sued to recover that sum, Balfour invoked Business and Professions Code § 7031(a), a statute that forfeits all compensation earned by an unlicensed contractor. ABI disputes that it was ever unlicensed, a fact that remains adjudicated even though enforcement continues. The same act is made criminal under § 7028, and the maximum monetary punishment thereunder is limited to a fine not to exceed \$5,000. The forfeiture resulted in fining ABI more than 140 times this amount.

The trial court ordered the roughly \$711,000 forfeiture without ever adjudicating the nature of the statute (i.e. civil or criminal), ABI's culpability, the nature of the sanction (remedial or punitive), whether ABI was ever unlicensed and what, if any, Constitutional protections applied based on these judicial determinations. It then added costs exceeding \$270,000 and attorney fees exceeding \$1.55 million. The total award exceeds \$2.53 million. (Exhibit F, p. E-39).

ABI appealed. It challenged the forfeiture under the Excessive Fines Clause of the Eighth Amendment. The Court of Appeal recognized that §7031 imposes a “stiff all-or-nothing penalty.” (Exhibit D, p. E–33). It then deferred to the Legislature on the very question of harshness, holding that §7031 reflects “a legislative determination that the importance of deterring unlicensed persons ... outweighs any harshness between the parties.” (Exhibit D, p. E–33). On that basis it held the “harsh results are justified by the importance of deterring violations of the licensing requirements.” (Exhibit D, p. E–33). *American Building Innovation, LP v. Balfour Beatty Construction, LLC*, 104 Cal.App.5th 954, 965–966 (2024).

That was the whole of its Eighth Amendment analysis. It did not apply *Kennedy v. Mendoza-Martinez*, 372 U.S. 144 (1963) or any other comparable analysis. It did not apply the proportionality test of *United States v. Bajakajian*, 524 U.S. 321 (1998). It weighed no factors. It recognized the statute as a penalty, then deferred the one question the Excessive Fines Clause commands a court to decide — whether the penalty is excessive — to the Legislature that imposed it. It never asked whether a penalty of this severity could be imposed in “civil” proceedings, as here, without any of the heightened protections required in criminal proceedings. It also never adjudicated the threshold predicate of whether the statute that purportedly triggered ABI’s “unlicensed” status, § 7125.2, was constitutional and therefore ever lawfully permitted the license “suspension”.

ABI sought review in the Supreme Court of California. On November 20, 2024, that court denied review. (Exhibit E, p. E–37).

No Court in California has ever exercised the judicial power to determine whether the Constitutions of California and the United States ever allowed any of California's actions to occur including the punishment imposed on ABI and Petitioner, yet enforcement continues causing financial ruin to both.

On January 21, 2025, both ABI and Petitioner's contractor license were suspended under § 7071.17. (Exhibit A, p. E-12). Both suspensions were automatic as a result of ABI's failure to pay the judgment and commanded by statute. Neither followed any hearing.

In February 2026, Petitioner filed an original writ petition in the Supreme Court of California, No. S295052. (Exhibit A, p. E-2). It challenged the constitutionality of § 7031 and § 7071.17.

The Supreme Court did not decide it. It transferred the petition to the Court of Appeal, Fourth Appellate District, Division Three. (No. G066511; Exhibit B, p. E-15). That was the same court that had already affirmed the forfeiture without adjudicating ABI's Constitutional questions. *American Building Innovation, LP v. Balfour Beatty Construction, LLC*, 104 Cal.App.5th 954 (2024).

On February 5, 2026, the Court of Appeal denied the petition in a single sentence: "The petition for writ of mandate, prohibition, non-statutory habeas corpus and request for immediate stay are DENIED." (Exhibit C, p. E-17). It made no finding. It named no authority. It gave no reason. It did not adjudicate the merits. A summary denial of a writ decides no merits. *Hagan v. Superior Court*, 57 Cal.2d 767,

770 (1962), holds that a denial of a writ application without opinion “is not res judicata of the legal issues presented by the application unless the sole possible ground of the denial was that the court acted on the merits, or unless it affirmatively appears that such denial was intended to be on the merits.” The February 5 denial gave no ground and therefore decided no merits.

Having exhausted every Court in California to obtain a remedy, Petitioner then applied to this Court for an extension of time and to file his petition, computing from the February 5 order. (Exhibit G, p. E-42).

This Court’s Clerk’s Office refused to file the application and consequently, his certiorari petition. By letter dated April 29, 2026, it stated one ground: the case “must first be reviewed by ... the highest state court in which a decision could be had.” (Exhibit H, p. E-44). No Justice acted.

Enforcement has continued since. On June 5, 2026, the entire judgment was extended to Petitioner personally through an alter ego order — again with no court examining its constitutional authority. (Exhibit F, p. E-39). Balfour Beatty has since filed an abstract of judgment and set a debtor’s examination to reach Petitioner’s family home. It can levy his property at any time. As a direct result, Petitioner and ABI face imminent bankruptcy. The total damages to Petitioner and ABI as a direct result of these continued unlawful actions exceed twenty million dollars.

**THE CLERK'S §1257(a) DETERMINATION IS A JUDICIAL ACT THE
CLERK'S OFFICE HAD NO POWER TO MAKE**

The consequence of the refusal is the denial of Petitioner's right to an appeal in this Court, and to a judicial determination of his rights before being punished in any court in America. *Windsor v. McVeigh*, 93 U.S. 274 (1876), condemns exactly that result: "Wherever one is assailed in his person or his property, there he may defend, for the liability and the right are inseparable." *Id.* at 277. A determination pronounced against a party without hearing him "is not a judicial determination of his rights, and is not entitled to respect in any other tribunal." *Id.*

The refusal to file Petitioner's certiorari petition weaponizes the very injury he brings here. The California courts' refusal to hear and determine his constitutional claims is the injury he appeals. The Clerk's Office made that same absence of a merits adjudication the ground for refusing to file his appeal. It treated the wrong Petitioner seeks to correct as the reason he may not correct it. That converts this Court into an instrument of the oppression rather than a vessel of remedial justice.

This determination was never the Clerk's to make. In at least this instance, deciding whether the Court of Appeal's order was a final judgment for purposes of § 1257(a) is an exercise of the judicial power. That power is reserved to the Court. See also the concurrently submitted Motions to Direct the Clerk to File the petitions of Adam Bereki and Pier Prenga, which involve the same or similar refusal by this Court's Clerk's Office.

Petitioner cannot obtain relief in the lower federal courts. A direct attack on the void §7031 judgment is barred by the Rooker-Feldman doctrine, which recognizes that “no court of the United States other than this court could entertain a proceeding to reverse or modify the judgment for errors of that character.” *Rooker v. Fidelity Trust Co.*, 263 U.S. 413, 416 (1923). This is not hypothetical. In the coordinated case of Adam Bereki, the United States District Court dismissed an independent action in equity to vacate the void §7031 judgment under Rooker-Feldman, *Bereki v. Humphreys*, No. 8:19-cv-02050 (C.D. Cal.), and the Ninth Circuit dismissed the appeal as “frivolous,” No. 20-55181, without ever reaching the constitutional question. The same doctrine bars every lower federal court from reaching Petitioner’s identical §7031 question, leaving this Court as the only federal forum in which it can be decided. See also Companion Petition. If the refusal stands, the avenue of appeal the Constitution mandates will have been closed, producing a closed circuit with no judicial exit.

The only remaining forum is this Court. The substantive protections of Article I, § 10 cannot be legislated out of existence, nor closed off by leaving no forum in which they can be raised. The discretionary gloss of § 1257 is a creature of the Judiciary Act of 1925, enacted to relieve this Court’s docket on the promise that review would be denied only for petitions frivolous or already settled — neither of which applies here. See Jonathan Sternberg, *Deciding Not to Decide: The Judiciary Act of 1925 and the Discretionary Court*, 33 J. Sup. Ct. Hist. 1, 9–10 (2008); *Miranda* 384 U.S. at 491. The Article III command that this Court “shall have appellate

Jurisdiction,” together with § 10’s prohibition, presupposes a forum in which that determination can be made. Article III’s command is a duty, not a discretion. As this Court declared: “We have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the constitution.” *Cohens v. Virginia*, 19 U.S. 264, 404 (1821). Petitioner’s invocation of jurisdiction under § 1257 is made only under duress, as this Court’s Clerk’s Office has previously stated in writing that it will refuse to file a Writ of Error invoking Article III jurisdiction directly. His invocation of § 1257 is not a waiver of his right to appeal or to a discretionary jurisdiction foreign to the Constitution.

This Court has enforced that principle against even the broadest assertions of power to close the courthouse. The Constitution forbids eliminating the floor of judicial review of a constitutional deprivation. See *Webster v. Doe*, 486 U.S. 592, 603 (1988); *Boumediene v. Bush*, 553 U.S. 723 (2008). Petitioner has no substitute, and the closure of the last avenue is itself the final constitutional violation.

THE FORUM THE CLERK IDENTIFIED WAS ALREADY CLOSED

The Clerk directed Petitioner to the highest state court in which a decision could be had. That court had already refused these questions.

Before the Court of Appeal denied Petitioner’s petition, the Supreme Court of California had already been presented with the identical challenges to §7031 and §7071.17 in the coordinated Bereki proceeding and denied them without adjudicating the merits on January 21, 2026. (No. S294386; Companion Petition). (Exhibit I, p. E–

46). As indicated above, it had also denied ABI's Excessive Fines jurisdictional challenge on November 20, 2024. (Exhibit E, p. E-37).

That denial removed the California Supreme Court from the pool of courts "in which a decision could be had" on these questions. Directing Petitioner back to it is not a path to review. It routes him to a court that has already repeatedly refused the questions in Bereki's case, ABI's case, and every other known case since 1939. (Companion Petition).

This is why Petitioner came directly to this Court after the Court of Appeal's denial. Exhaustion that leads only to a forum already shown to refuse the question is not exhaustion. It is the architecture of closure, proven repeatedly in this case in Bereki's Companion Petition. The Clerk's stated ground does not open a closed forum.

RELIEF REQUESTED

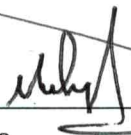
Petitioner respectfully requests that the Court:

1. Direct the Clerk to accept for filing and docket Petitioner's petition for a writ of certiorari seeking review of the Court of Appeal's February 5, 2026 order in No. G066511 upon its submission within sixty days of the order granting this motion — the same period the Clerk affords a corrected petition under Rule 14.5, and to treat it as timely, the Clerk's Office's determination under 28 U.S.C. §1257(a) being a judicial act the Office had no power to make;

2. Should the Court determine that no petition for a writ of certiorari may be filed from the identified act, identify the court in which the constitutional questions presented may be adjudicated; and
3. Grant such other and further relief as the Court deems just.

Dated: September 14, 2026

Respectfully filed,



Tin Vo

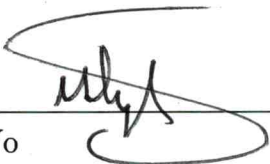
VERIFICATION OF STATEMENTS AND AUTHENTICATION OF EXHIBITS

I, Tin Vo, declare as follows. I am the Petitioner in this matter. I have personal knowledge of the facts stated in this motion. The statements of fact made in this motion are true and correct.

The exhibits attached to this motion are true and correct copies of the documents described in the exhibit list. Complete copies of any excerpted documents are available upon request.

I declare under penalty of perjury that the foregoing is true and correct. 28
U.S.C. §1746.

Signed on September 14, 2026, at Garden Grove, California.



Tin Vo

EXHIBITS TO THIS MOTION

Exhibit A — Excerpts of the Emergency Petition for Writs of Mandate, Prohibition, and Non-Statutory Habeas Corpus, and Application for Immediate Stay, filed in the Supreme Court of California (No. S295052) — including the relief requested and the automatic license-suspension notices.....	E-2
Exhibit B — Docket disposition of the Supreme Court of California (No. S295052) reflecting the administrative transfer of the petition to the Court of Appeal, Fourth Appellate District, Division Three, February 2, 2026.	E-15
Exhibit C — Order of the Court of Appeal, Fourth Appellate District, Division Three, February 5, 2026 (No. G066511), denying the request for judicial notice and denying the petition and the requested stay.....	E-17
Exhibit D — <i>American Building Innovation, LP v. Balfour Beatty Construction, LLC</i> , 104 Cal.App.5th 954 (2024).....	E-19
Exhibit E — Order of the Supreme Court of California denying review, November 20, 2024 (No. S287352).....	E-37
Exhibit F — Amended Judgment entered against Tin Vo as alter ego, June 5, 2026, on the May 7, 2026 order (Orange County Superior Court No. 30-2019-01072989).E-39	
Exhibit G — Application to this Court for an extension of time to file, and to file, a petition for a writ of certiorari (postmarked April 22, 2026).	E-42
Exhibit H — Correspondence of the Clerk of this Court (Scott S. Harris, Clerk, per Rashonda Garner) returning unfiled Petitioner’s certiorari papers, April 29, 2026.	E-44
Exhibit I — Order of the Supreme Court of California in the coordinated mandate proceeding of Adam Bereki (No. S294386), summarily denying En Banc the identical §7031 and §7071.17 questions, January 21, 2026.....	E-46

EXHIBIT A

Excerpts of the Emergency Petition for Writs of Mandate, Prohibition, and Non-Statutory Habeas Corpus, and Application for Immediate Stay, filed in the Supreme Court of California (No. S295052) — cover and question presented, relief requested, and the license-suspension notices (complete petition on the state-court docket).

S295052

Original Case No. _____

**IN THE SUPREME COURT
OF CALIFORNIA**

Tin Vo,
Petitioner.

v.

Contractors State License Board;
Superior Court of California for the County of Orange
Respondents.

Balfour Beatty Construction, LLC
(Real Party in Interest)

**EMERGENCY PETITION FOR WRITS OF
MANDATE, PROHIBITION &
NON- STATUTORY HABEAS CORPUS (ART. 1 § 11)
& APPLICATION FOR IMMEDIATE STAY**

*****STAY REQUESTED*****

Emergency request for immediate temporary stay restraining: (1) enforcement of Bus. & Prof. Code § 7071.17 (incl. subd. (j)) by the Contractors State License Board, and (2) all trial-court proceedings implementing the challenged enforcement scheme, including Balfour Beatty's Jan. 29, 2026 motion to amend judgment and authorize levy, in:

American Building Innovation, LP v. Balfour Beatty Construction, LLC

Orange County Superior Court, Case No. 30-2019-01072989

Hon. David Hesseltine, Dept. C23

700 Civic Center Dr. W., Santa Ana, CA 92701 | (657) 622-5233

Pending this Court's adjudication of constitutional authority.

Date statutory suspension authority operative: Jan. 1, 2025.

RELATED CASE:

Pier Prenga v. Contractors State License Board

(Derek Taylor and Velerie Taylor, Real Parties in Interest)

Second District Court of Appeal Case No. B352022

Tin Vo
9722 Stanford
Garden Grove, California 92841
(714) 241-5141 | tinvo35@gmail.com

NOTICE TO COUNSEL AND REAL PARTIES IN INTEREST
(Incorporated Verification Under Penalty of Perjury)

I, Adam Bereki, declare under penalty of perjury under the laws of the State of California as follows:

1. On January 31, 2026, I provided actual notice by email to all known adverse parties and counsel of record that I was filing this Emergency Petition for Writs of Mandate, Prohibition, and Habeas Corpus, together with an Application for Immediate Stay, in the Supreme Court of the State of California.
2. The notice advised that the Petition seeks immediate interim relief restraining: (a) enforcement of Business and Professions Code section 7071.17, including subdivision (j), by the Contractors State License Board; and (b) all trial-court proceedings, orders, or enforcement actions that invoke, implement, or rely upon the challenged statutory enforcement scheme, including Real Party in Interest Balfour Beatty Construction, LLC's January 29, 2026 motion to amend judgment and authorize levy.
3. The notice further advised that statutory punishment is already in effect by operation of law, that additional enforcement is actively pending, and that absent immediate relief from this Court, the resulting deprivations of property, livelihood, and professional standing will become irreversible before any court adjudicates the constitutional authority for the enforcement scheme.
4. The email notice included a complete copy of this Petition and Exhibits Requests for Judicial Notice will be filed separately. A true and correct copy of the notice email, with full headers, is attached as Appendix A. All official parties were also served with a true and correct digital copy of this Petition and the Exhibits as reflected in the forthcoming Proof of Service.
5. Notice was provided to the following:

Contractors State License Board
Attn: David R. Fogt, Registrar of Contractors
9821 Business Park Drive
Sacramento, CA 95827
Telephone: (916) 255-3900
Email: David.fogt@cslb.ca.gov

Finch, Thornton & Baird, LLP
Attorneys for Real Party Balfour Beatty Construction, LLC
4747 Executive Drive, Ste. 700
San Diego, CA 92121
(858) 737-3100
Jason R. Thornton, SBN 185637
Email: jthornton@ftblaw.com
Daniel P. Scholz, SBN 264786
Email: dscholz@ftblaw.com

Scott M. Bennett, SBN 330544
Email: sbennett@ftblaw.com

Office of the Attorney General of California
300 South Spring Street
Los Angeles, CA 90013-1230
Telephone: (213) 269-6000
Email: piu@doj.ca.gov

Superior Court of California for the County of Orange
Attn: Clerk of Court
700 W. Civic Center Dr.
Santa Ana, CA 92701

I declare that all known adverse parties and counsel of record have been provided actual notice of the emergency nature of this filing and the immediate relief sought, and that no party will be prejudiced by the Court's consideration of interim relief.

Signed on January 31, 2026 at Las Vegas, Nevada.

A handwritten signature in black ink, appearing to read 'Adam Bereki', with a stylized, cursive script.

Adam Bereki

CERTIFICATE OF INTERESTED ENTITIES OR PERSONS

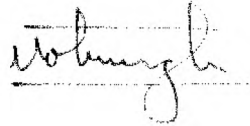
Petitioner Tin Vo certifies that the following persons or entities (other than the parties themselves) have either (1) a financial interest in the subject matter of this proceeding or (2) any other interest that could be substantially affected by the outcome of this proceeding:

1. American Building Innovation, LP — Holder of contractor license No. 1001740; judgment debtor in the underlying civil action giving rise to enforcement under Business and Professions Code section 7071.17.
2. Balfour Beatty Construction, LLC — Judgment creditor whose enforcement of the ABI judgment triggered mandatory license suspension under Business and Professions Code section 7071.17.
3. Travelers Casualty and Surety Company of America — Surety with a financial interest in the underlying judgment and enforcement proceedings.
4. Liberty Mutual Insurance Company — Surety with a financial interest in the underlying judgment and enforcement proceedings.
5. Fidelity & Deposit Company of Maryland — Surety with a financial interest in the underlying judgment and enforcement proceedings.

No other persons or entities are known to Petitioner to have a financial or other interest in the outcome of this proceeding that would require disclosure under the California Rules of Court.

January 31, 2026

Respectfully filed,

A handwritten signature in black ink, appearing to read 'Tin Vo', written over a horizontal line.

Tin Vo

TO THE HONORABLE JUSTICES OF THE SUPREME COURT OF CALIFORNIA:

FOREWORD: WHAT IS THIS COURT BEING ASKED TO SANCTION?

This case arises from a legal contradiction that has now become institutional.

In *MW Erectors, Inc. v. Niederhauser*, 36 Cal.4th 412 (2005), this Court acknowledged that Business and Professions Code section 7031 operates as a “stiff all-or-nothing penalty,” depriving a contractor of every dollar of earned compensation, regardless of good faith, substantial performance, or absence of harm. The forfeiture is total. It is not remedial. It is punitive in substance.

In *People ex rel. Lockyer v. R.J. Reynolds Tobacco Co.*, 37 Cal.4th 707 (2005), this Court held that the Excessive Fines Clause of the California Constitution applies to civil sanctions that are punitive in character, no less than to criminal penalties. Labels do not control. Substance does.

In *Schomig v. Keiser*, 189 Cal. 596, 599 (1922), this Court held that a statutory scheme authorizing the forfeiture or revocation of a professional license is “highly penal in its nature” and therefore must be strictly construed and may not be extended beyond the authority expressly granted by the Legislature.

Together, those holdings already establish the governing constitutional principle: when the State imposes punishment, the Constitution applies.

Yet in this case—and in the closed enforcement architecture now before this Court—punishment has been imposed, multiplied, and extended without any court

ever determining whether it is constitutionally permissible. See *Hale v. Morgan*, 22 Cal.3d 388 (1978).

In 2018, Petitioner's company, American Building Innovation, LP ("ABI"), a duly licensed California contractor, was accused of a lapse in workers' compensation insurance while performing subcontract work on a public project for Real Party in Interest Balfour Beatty Construction, LLC. The lapse was ultimately proven to have resulted from an insurance carrier error, not from any willful misconduct, concealment, or harm to any worker.

No employee was injured.

No consumer was harmed.

No public safety interest was implicated.

Nevertheless, ABI was ordered to forfeit nearly three-quarters of a million dollars in earned compensation, to pay approximately \$1.5 million in attorneys' fees to Real Parties, to incur approximately \$1.5 million in its own defense costs, and to suffer consequential business damages conservatively exceeding \$10 million.

That same unadjudicated judgment then triggered automatic occupational exclusion under Business and Professions Code section 7071.17, suspending both ABI's license and Petitioner Tin Vo's personal license by operation of law, excluding them from their profession and foreclosing any ability to earn a living in California.

Despite years of litigation, Petitioner and ABI continue to be financially decimated while no court has ever determined whether any of this punishment is constitutional.

The Court of Appeal upheld ABI's forfeiture and fee destruction on public policy grounds, and review was denied. Petitioner was denied intervention to protect his personal license and livelihood. Yet the punitive machinery continues to operate, now being extended through alter-ego proceedings and threatened levy, without any forum willing to decide whether the Constitution permits this regime at all. cf. *Ex parte Clark*, 24 Cal. App. 389 (1914); *People v. Estes*, 218 Cal. App. Supp. 4th 14 (2013).

This Petition therefore asks a threshold question that precedes doctrine, procedure, and policy:

What is the judiciary doing when it punishes people and businesses that no court has ever determined to be lawful?

Even assuming the alleged workers' compensation lapse occurred exactly as claimed, what public interest is served by destroying a functioning business, excluding its owner from his profession, and imposing multi-million-dollar forfeiture where no worker was injured, no consumer was misled, no harm was done, and no safety objective is advanced?

What constitutional value is preserved when the law is used not to protect the public, but to annihilate livelihoods?

This case does not seek sympathy. It seeks adjudication. It asks whether California will continue to enforce penalties it has already acknowledged are punitive, while refusing to decide whether they are constitutional.

That is the question now before this Court.

I. INTRODUCTION

This Petition arises from a self-reinforcing statutory enforcement architecture in which punishment is imposed automatically, while no procedural mechanism exists for a first adjudication of constitutional authority before enforcement becomes irreversible.

Petitioner Tin Vo is the sole owner and controlling principal of American Building Innovation, LP (“ABI”). Through ABI—and then directly against Petitioner—the State of California has imposed penal forfeiture, attorney-fee destruction, automatic license suspension, total occupational destruction and exclusion. These sanctions were enforced without a judicial determination on the constitutional validity of the governing statutes, either facially or as applied. This is a structural constitutional injury: punishment imposed through a regime that contains no mechanism for a first judicial determination of its constitutional lawfulness before sanctions take effect.

XI. RELIEF REQUESTED

Petitioner respectfully requests that this Court grant the following relief in a manner sufficient to preserve this Court's jurisdiction and the constitutional right to a forum, while expressly preserving all remedial rights for later determination.

A. Interim and Jurisdiction-Preserving Relief

1. Issue a temporary stay restraining Respondent Contractors State License Board from enforcing Business and Professions Code sections 7125.2 and 7071.17, including subdivision (j), against Petitioner Tin Vo and American Building Innovation, LP, pending this Court's determination of the constitutional questions presented.
2. Issue an order restraining all parties from invoking, implementing, or relying upon the challenged statutory enforcement scheme in any pending or future proceeding, including but not limited to any effort to amend judgment, assert alter-ego liability, or authorize levy, while this Court considers the merits of this Petition.
3. Restrain all trial-court proceedings, administrative actions, and enforcement efforts that would extend or compound the challenged deprivations, solely to preserve the availability of meaningful judicial review.

Because the deprivation is ongoing by operation of law and is being actively extended through pending superior-court proceedings, interim relief from this Court is necessary to preserve any meaningful judicial review.

These orders are requested only to maintain the status quo and do not seek any adjudication of the merits.

B. Merits Adjudication

4. After issuance of the interim relief described above, determine whether Business and Professions Code sections 7125.2, 7031, and 7071.17 are constitutionally permissible in design, effect, and as applied in the circumstances presented.
5. In the alternative, and only if this Court concludes that extraordinary writ relief is unavailable or discretionary, issue a writ of habeas corpus under article I, section 11 of the California Constitution vacating and restraining enforcement of the challenged statutory scheme as applied to Petitioner, because the closed enforcement loop effects a continuing restraint of liberty through automatic occupational exclusion and civil disability by operation of law, while foreclosing any forum in which constitutional authority may be adjudicated before punishment becomes irreversible.

C. Preserved Remedial Relief (Expressly Reserved)

5. In the event this Court determines that the challenged statutory enforcement scheme is constitutionally impermissible, Petitioner Tin Vo and American Building Innovation, LP expressly preserve and reserve all claims for appropriate remedial relief, including:

**CONTRACTORS STATE LICENSE BOARD**

9821 Business Park Drive, Sacramento, California 95827

Mailing Address: P.O. Box 26000, Sacramento, CA 95826

800.321.CSLB (2752) | www.cslb.ca.gov | CheckTheLicenseFirst.com

STATE OF CALIFORNIA

Governor Gavin Newsom

***T-J-AUTO-SUSP***

AMERICAN BUILDING INNOVATION LP
P O BOX 4566
GARDEN GROVE, CA 92842

DATE: 01/23/2025**LICENSE:** 1001740**NOTICE OF AUTOMATIC LICENSE SUSPENSION
FOR UNPAID JUDGMENT**

Subject: BALFOUR BEATTY CONSTRUCTION LLC, TRAVELORS CASUALTY CO OF
AMERICA vs. AMERICAN BUILDING INNOVATION LP
Case no. 30-2019-01072989-C

We have been notified that there is a construction related judgment against you in the amount of \$1,821,873.08. The judgment became final in ORANGE COUNTY SUPERIOR COURT on October 06, 2023.

Section 7071.17 of the Business and Professions Code requires the licensee to notify the Registrar of Contractors within 90 days from the date of the final judgment. Failure to notify the Registrar within 90 days results in the automatic suspension of the license.

Because you failed to notify the Registrar within 90 days from the final judgment date, your license was automatically suspended effective January 21, 2025. The license can only be reinstated by submitting one of the following:

1. Submit proof that the judgment has been paid; or
2. Submit proof that the debtor filed bankruptcy. We must have a copy of the Voluntary Petition filed in bankruptcy court and the creditors list naming the judgment creditor; or
3. Submit a notarized copy of a payment agreement and schedule signed by both you and the above judgment creditor; or
4. Submit a court endorsed appeal with proof of stay of enforcement or an order to vacate the judgment.

Section 7071.17 also prohibits any person who is listed on this license from being associated with any other license while this license is suspended for an unsatisfied judgment. The following licenses were suspended on January 21, 2025 because this judgment remains unsatisfied:

1004641 VO TIN TRUNG

(continued on next page)



CONTRACTORS STATE LICENSE BOARD

9821 Business Park Drive, Sacramento, California 95827

Mailing Address: P.O. Box 26000, Sacramento, CA 95826

800.321.CSLB (2752) | www.cslb.ca.gov | CheckTheLicenseFirst.com

STATE OF CALIFORNIA

Governor Gavin Newsom

TIN TRUNG VO
PO BOX 4566
GARDEN GROVE, CA 92842

DATE: 01/23/2025

LICENSE: 1004641

**NOTICE OF LICENSE SUSPENSION
FOR ASSOCIATED LICENSE**

Subject: BALFOUR BEATTY CONSTRUCTION LLC, TRAVELORS CASUALTY CO OF
AMERICA vs. AMERICAN BUILDING INNOVATION LP
Case no. 30-2019-01072989-C

Personnel: TIN TRUNG VO, SOLE OWNER

On January 21, 2025, the license #1001740 was suspended for failure to satisfy the construction related civil court judgment as noted above. A notice was sent to that license explaining the consequences of not resolving the judgment.

Section 7071.17 of the Business and Professions Code prohibits anyone who is listed on a license that is under judgment suspension from being listed on any other license. Therefore, this license #1004641 was suspended effective January 21, 2025, and will remain suspended until the judgment is satisfied or until the person(s) listed on the judgment debtor's license disassociate(s) from license #1004641.

Disassociating from the judgment debtor's license will not protect the associated license from suspension. Disassociating from a license may have other consequences. Please see the back information sheet for further details.

If the judgment is satisfied, the suspension will be lifted.

Please send any judgment related documents to the Judgment Unit. Judgments and related documents can only be processed in the Judgment Unit at the address listed in the letterhead.

EXHIBIT B

Docket disposition of the Supreme Court of California (No. S295052) reflecting the administrative transfer of the petition to the Court of Appeal, Fourth Appellate District, Division Three, February 2, 2026.



Appellate Courts Case Information

Supreme Court

Change court ▾

Case Summary
Docket
Briefs
Disposition
Parties and Attorneys
Lower Court

Disposition

VO v. S.C. (BALFOUR BEATTY CONSTRUCTION)
Division SF
Case Number [S295052](#)

Only the following dispositions are displayed below: Orders Denying Petitions, Orders Granting Rehearing and Opinions. Go to the Docket Entries screen for information regarding orders granting review.

Case Citation: none

Date	Description
02/02/2026	Administrative Transfer to CA 4/3

[Click here to request automatic e-mail notifications about this case.](#)

EXHIBIT C

Order of the Court of Appeal, Fourth Appellate District, Division Three, February 5, 2026 (No. G066511), denying the request for judicial notice and denying the petition and the requested stay.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT
DIVISION THREE

TIN VO,

Petitioner,

v.

THE SUPERIOR COURT OF
ORANGE COUNTY,

Respondent;

BALFOUR BEATTY
CONSTRUCTION, LLC,

Real Party in Interest.

G066511

(Super. Ct. No. 30-2019-01072989)

O R D E R

THE COURT:*

Petitioner's request for judicial notice filed on February 4, 2026,
is DENIED.

The petition for writ of mandate, prohibition, non-statutory
habeas corpus and request for immediate stay are DENIED.

MOTOIKE, ACTING P. J.

* Before Motoike, Acting P. J., Sanchez, J., and Delaney, J.

EXHIBIT D

American Building Innovation, LP v. Balfour Beatty Construction, LLC, 104 Cal.App.5th 954 (2024) (Court of Appeal, Fourth Appellate District, Division Three, Nos. G062471, G062965).

CERTIFIED FOR PUBLICATION
IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT
DIVISION THREE

AMERICAN BUILDING
INNOVATION LP,

Plaintiff and Appellant,

v.

BALFOUR BEATTY
CONSTRUCTION, LLC, et al.,

Defendants and Respondents.

G062471, G062965

(Super. Ct. No. 30-2019-01072989)

O P I N I O N

Appeals from a judgment and postjudgment order of the Superior Court of Orange County, Nathan R. Scott, Judge. Affirmed.

Roxborough, Pomerance, Nye & Adreani, Drew E. Pomerance, Joseph C. Gjonola, and David R. Ginsburg for Plaintiff and Appellant.

Finch, Thornton & Baird, Jason R. Thornton, Daniel P. Scholz, and Scott M. Bennett for Defendants and Respondents.

* * *

As a condition precedent to the issuance, continued maintenance, or reinstatement of a contractor's license, California law requires applicants and licensees to have on file "at all times" a current and valid certificate of workers' compensation insurance. If the applicant or licensee has no employees or is not otherwise subject to workers' compensation laws, this requirement is inapplicable. (Bus. & Prof. Code,¹ § 7125, subd. (a) & (b).)

Failure to obtain or maintain the required coverage results in the automatic and immediate suspension of the contractor's license by operation of law. (§ 7125.2, subd. (a).) Such a suspension impacts the contractor's ability to litigate claims for compensation: a party who was not "duly licensed . . . at all times during the performance of" its contracting work generally cannot bring or maintain an action to collect compensation for that work. (§ 7031, subd. (a); cf. *id.*, subd. (e) [substantial compliance exception].)

A suspended contractor's license can be retroactively reinstated if the licensee obtains and submits to the registrar a valid certificate of workers' compensation insurance within 90 days of the certificate's effective date. (See §§ 7125.2, subd. (c), 7125.1, subd. (a).) If the certificate is submitted to the registrar more than 90 days after its effective date, however, retroactive reinstatement is available only if the licensee shows "that the failure to have a certificate on file was due to circumstances beyond the control of the licensee." (*Id.*, subd. (b).)

This appeal involves the interplay of these statutes and what circumstances are "beyond the control of the licensee" for purposes of retroactive license reinstatement. In this case, plaintiff American Building Innovation LP (ABI) had a workers' compensation policy when it started

¹ All further undesignated statutory references are to this code.

work on a project. Its insurer canceled the policy, however, because ABI refused to pay outstanding insurance premiums charged on a prior policy, since ABI believed (correctly as it turns out) it was being overcharged. As a result of the policy cancellation, ABI's contractor's license was suspended mid-project. Fully aware it was unlicensed and uninsured, ABI nevertheless continued its work.

ABI later sued to recover amounts allegedly owed for its work on the project. Several years into that litigation, ABI settled its old premium dispute with its workers' compensation insurer and had the canceled policy retroactively reinstated as part of the settlement. ABI then applied to the Contractors' State License Board (the Board) for retroactive reinstatement of its contractor's license, asserting that ABI's failure to file a certificate of workers' compensation coverage had been "due to circumstances beyond [its] control," in that the policy had been canceled "unbeknownst to" ABI. The Board accepted ABI's representation and retroactively reinstated its contractor's license under section 7125.1.

We must now decide whether ABI was "duly licensed . . . at all times during the performance of" its work; if not, section 7031 bars ABI from bringing or maintaining the present action. We conclude section 7031 does indeed bar ABI's current claims. A suspended contractor's license can be retroactively reinstated under section 7125.1 only if "the failure to have a certificate on file was due to circumstances beyond the control of the licensee." (*Id.*, subd. (b).) In this case, the lapse in coverage was not beyond ABI's control. The record before us demonstrates the policy cancellation occurred because ABI chose not to pay billed insurance premiums. ABI learned of the policy cancellation days after it took effect, yet ABI did not procure replacement coverage until years later when it settled the premium

dispute with its insurer. The insurer's retroactive reinstatement of the policy following that settlement was essentially meaningless because it occurred long after the statute of limitations ran on any workers' compensation claims, rendering the coverage illusory.

We agree with the trial court that section 7031 bars the present action, and we therefore affirm the judgment. We also affirm the award of attorney fees under the subcontract's prevailing party attorney fee provision.

STATEMENT OF FACTS

Defendant Balfour Beatty Construction, LLC (Balfour Beatty) was hired by a local school district to construct a two-story classroom building at an elementary school. In June 2017, Balfour Beatty hired ABI as a subcontractor to perform concrete, framing, and structural steel work on the project and agreed to pay ABI over \$700,000 for its work.

ABI was on the project from August 2017 through May 2018. ABI concedes that its work on the project required it to be licensed by the Board and that it had to maintain workers' compensation insurance throughout the project in order to maintain its license. (See §§ 7026, 7028, 7125, 7125.2.)

When ABI began its work on the project in August 2017, it had a workers' compensation insurance policy issued through State Compensation Insurance Fund (State Fund). In December 2017, State Fund sent ABI a notice of cancellation, informing ABI that its 2017-2018 workers' compensation policy would be canceled in January 2018 if ABI did not pay approximately \$33,000 in outstanding premiums, which State Fund asserted were owed for ABI's 2015-2016 policy based on an audit State Fund had performed in 2017.²

² State Fund first audited ABI's 2015-2016 policy in spring 2017

ABI received Stand Fund's notice of cancellation; it nonetheless failed to make payment. Accordingly, State Fund canceled ABI's 2017-2018 policy on January 25, 2018. Both the Board and ABI's insurance broker notified ABI of the cancellation in writing shortly thereafter.

ABI's principal, Tin Vo, admittedly became aware of the policy cancellation no later than February 1, 2018. According to Vo, he was "blindsided" by the cancellation because State Fund had previously suspended collection of policy premiums during the audit dispute and had not previously canceled ABI's policies.

As a result of the policy cancellation, ABI's contractor's license was suspended by operation of law on January 25, 2018, due to ABI's "failure . . . to . . . maintain workers' compensation insurance coverage." (§ 7125.2.) The Board gave ABI notice of the license suspension on January 29 and informed ABI that its contractor's license would be suspended if ABI failed to submit a valid insurance certificate or exemption certificate within 45 days. (See § 7125.2, subd. (b) [requiring registrar to give notice of license suspension].) ABI did neither. In mid-March, the Board sent ABI a letter notifying ABI that its license had been retroactively suspended effective January 25 under section 7125.2.

and told ABI it owed about \$48,000 in premiums. ABI disputed the audit and the resulting bill, and State Fund put a hold on the bill to further investigate the matter. In late 2017, State Fund issued ABI a revised audit statement for roughly \$15,000 less than had been previously billed. Still not satisfied, ABI continued to dispute the revised audit bill. State Fund acknowledged the premium dispute in January 2018 and informed ABI it would review the matter, but advised ABI it would nevertheless cancel the 2017-2018 policy effective January 25, 2018 if ABI did not pay the disputed bill before the cancellation date.

The record establishes that Vo, ABI's principal, knew that ABI's policy had been canceled, that its license had been suspended, and that ABI was therefore not to engage in construction activities. ABI nonetheless continued work on the project, logging over one thousand hours on the project without workers' compensation coverage or a contractor's license in place. According to Vo, ABI was between a rock and a hard place—either finish work and get paid, or quit and get nothing—so it had “no choice” but to continue the work.³

In an effort to get ABI's contractor's license reinstated, Vo filed an “Exemption from Workers Compensation” form with the Board in early April 2018, declaring under penalty of perjury that ABI does not need workers' compensation insurance because it does “not employ anyone.” This was false. As Vo later admitted at trial, ABI had at least nine employees working on the project at the time. Vo nonetheless decided to falsely claim the exemption because ABI was heavily invested in the project and he did not want to lose money. Upon receipt of the exemption form, the Board reinstated ABI's license effective April 5, 2018.

Meanwhile, ABI continued to dispute State Fund's revised audit on the 2015-2016 policy, so State Fund assigned the collection of the outstanding premiums to a collection service, which filed a complaint against ABI and Vo in late 2018. In early 2019, State Fund issued its final audit statement on the 2015-2016 policy, asserting ABI owed about \$23,000

³ Although Vo claimed ABI lacked the resources to pay State Fund, ABI's financial records indicate it had a net worth at the time of nearly \$18 million, including roughly \$500,000 in cash.

(roughly \$10,000 less than previously claimed). ABI failed to pay that premium.

As for the construction project, Balfour Beatty refused to pay ABI for its work. Accordingly, in May 2019, ABI sued Balfour Beatty and several construction bonding surety companies (collectively, Defendants) for fraud, breach of contract, quantum meruit, recovery against bonds, and statutory penalties.

Balfour Beatty cross-complained against ABI and Vo for fraud, express indemnity, and equitable indemnity. Balfour Beatty also asserted as its 31st affirmative defense that ABI “was not properly licensed at all times as required by Business and Professions Code section 7031,” and as a result “is barred from recovering payment for any labor, materials or equipment furnished to the project.”

Defendants filed a motion for summary judgment based on the 31st affirmative defense. In November 2020, just days before the hearing on that motion, and nearly three years after State Fund had canceled ABI’s workers’ compensation coverage, ABI settled its premium dispute with State Fund. As part of the settlement, ABI paid State Fund premiums in excess of \$93,000 on the 2015-2016 and 2016-2017 policies; State Fund then withdrew its policy cancellation and reinstated the 2017-2018 policy.

Shortly thereafter, State Fund filed two certificates of workers’ compensation insurance with the Board, verifying ABI had insurance in place for the 2017-2018 and 2018-2019 policy years. ABI then applied to the Board for reinstatement of its license under section 7125.1, which permits the retroactive reinstatement of a suspended license if the licensee submits a valid certificate of workers’ compensation insurance and shows “that the

failure to have a certificate on file was due to circumstances beyond the control of the licensee.” (See §§ 7125.2, subd. (c), 7125.1, subd. (b).)

As part of that application, Vo filed a form which stated under penalty of perjury that ABI’s lack of workers’ compensation insurance “was beyond my control because unbeknownst to me and [ABI], [State Fund] improperly submitted a cancellation notice to the [Board] for ABI’s February 21, 2017 to February 21, 2018 policy.” The Board apparently accepted ABI’s representations, as it reinstated ABI’s license retroactively; the Board also revised ABI’s license history to remove the January 2018 suspension under section 7125.2.

In November 2022, the trial court held a bench trial on the bifurcated issue of Defendants’ 31st affirmative defense—ABI’s failure to be duly licensed. During trial, State Fund’s underwriting manager admitted that State Fund had overcharged ABI for premiums, that State Fund generally does not cancel a policy for nonpayment of a bill until the dispute over the bill is resolved, that State Fund should not have canceled ABI’s 2017-2018 policy, and that ABI’s license suspension occurred because of the way State Fund handled the dispute.

After hearing testimony, admitting exhibits, and taking the matter under submission, the trial court issued a statement of decision finding in favor of Defendants on the 31st affirmative defense, concluding ABI was “not ‘a duly licensed contractor at all times during the performance’ of the contract” and therefore “may not ‘bring or maintain’ this action ‘or recover’ compensation for its work.” The court then entered judgment in favor of Defendants and against ABI. ABI filed a notice of appeal from the judgment.

Defendants filed a motion for attorney fees under Civil Code section 1717 and the subcontract's prevailing party fee provision.⁴ The parties also filed motions to tax costs. After granting the motions in part, the trial court entered an amended judgment in favor of Defendants and against ABI, which included an award of over \$270,000 in costs and over \$1.55 million in attorney fees to Defendants. ABI filed a second notice of appeal from the attorney fee award. We consolidated the two appeals at ABI's request.

DISCUSSION

I.

THE APPLICABILITY OF SECTION 7031

We first consider the trial court's finding that section 7031 bars ABI from maintaining this action because it was not "a duly licensed contractor at all times during the performance" of its contract from July 2017 through May 2018.

The parties dispute the applicable standard of review. ABI maintains this is a matter of statutory interpretation which requires de novo review, while Balfour Beatty asserts the issue of whether ABI was a "duly licensed contractor at all times" is a factual question subject to substantial evidence review. Though we tend to agree with Defendants, we need not resolve the question of which standard of review applies, because under either standard, our conclusion would be the same.

The facts before us are straightforward. To summarize, on January 25, 2018, midway through its work on the project, ABI's workers'

⁴ Under Civil Code section 1717, in an action on a contract that provides for attorney fees and costs to the prevailing party, the prevailing party (as determined by the court) is entitled to reasonable attorney fees as an element of costs.

compensation policy was canceled because of its refusal to pay outstanding insurance premiums allegedly owed for a previous policy, and ABI's contractor's license was automatically suspended by operation of law that same day. (§ 7125.2.) ABI's principal became aware of the policy cancellation no later than February 1, 2018, but he did not take any steps at the time to have the policy reinstated or to procure coverage elsewhere. Instead, ABI continued its work knowing it was uninsured and unlicensed. In April 2018, in an effort to get its license reinstated, ABI falsely represented to the Board, under penalty of perjury, that it was exempt from workers' compensation insurance requirements because it had no employees.

More than two years later, midway through the pending litigation with Defendants, ABI paid over \$93,000 to settle its premium dispute with State Fund, which then retroactively reinstated its 2017-2018 policy. ABI then applied to have its contractor's license retroactively reinstated; in doing so ABI represented to the Board that the lapse in workers' compensation coverage had been "due to circumstances beyond [its] control," in that the policy had been canceled, "unbeknownst to" ABI. The Board retroactively reinstated ABI's license.

We must decide whether, given these facts, ABI was "duly licensed . . . at all times during the performance of" its work. If it was not, section 7031 bars ABI from bringing or maintaining the present action to collect compensation for its work.

To establish it was duly licensed at all times, ABI relies on the Board's contractor's license history for ABI. Thanks to the various retroactive reinstatements described above, this document currently reflects that ABI was licensed continuously throughout the project.

That certificate of licensure, however, creates only a rebuttable presumption of licensure. (*Buzgheia v. Leasco Sierra Grove* (1997) 60 Cal.App.4th 374, 391–392.) A party may attack that presumption “by going behind the face of the license” and proving it is in fact a “sham,” and courts have found a license invalid notwithstanding the certification. (*Id.* at p. 385; see *Vascos Excavation Group LLC v. Gold* (2022) 87 Cal.App.5th 842, 851 [contractor’s production of certificate of licensure is insufficient if opposing party disputes whether contractor was properly licensed]; see, e.g., *Wright v. Issak* (2007) 149 Cal.App.4th 1116, 1119, 1121 [contractor’s lawsuit was barred, notwithstanding facially valid license, where license was automatically suspended by operation of law because the contractor avoided obtaining workers’ compensation insurance by falsely claiming to have no employees].)

In this case, we find ABI was not entitled to retroactive reinstatement of its license under section 7125.2. Because ABI applied for retroactive reinstatement of its license more than 90 days (in this case, nearly three years) after the effective date of the certificate of insurance, the Board could only reinstate the suspended license if “the failure to have a certificate on file was due to circumstances beyond the control of [ABI].” (§§ 7125.2, subd. (c), 7125.1, subd. (b).) Here, neither the policy cancellation nor the continued failure to have insurance on file were outside ABI’s control.

In ABI’s request for reinstatement, Vo represented to the Board, under penalty of perjury, that ABI’s lack of workers’ compensation insurance “was beyond my control because unbeknownst to me and [ABI], [State Fund] improperly submitted a cancellation notice to the [Board] for ABI’s February 21, 2017 to February 21, 2018 policy.” That representation was false. State Fund canceled the 2017-2018 policy effective January 25, 2018,

because ABI made a considered decision not to pay the premiums due on the previous policy.

The cancellation was not “unbeknownst to” ABI. Even if the cancellation came as a surprise (Vo testified he did not think State Fund would actually cancel the policy despite its threat to do so given the pending audit dispute), ABI became aware of the policy’s cancellation no later than February 1, 2018. Yet ABI made no effort to have the policy reinstated or to obtain insurance elsewhere, despite having the wherewithal to do so.

Once the policy was canceled, ABI had a duty to “obtain” coverage elsewhere if it intended to continue to work on Balfour Beatty’s project. (See § 7125.2, subd. (a).) It failed to do so. Instead, it falsely represented to the Board, under penalty of perjury, that ABI was exempt from workers’ compensation insurance requirements because it had no employees. When it elected not to pay the premium due or procure workers’ compensation insurance elsewhere, ABI compromised the safety and security of its workers. It was not until over two years later, when faced with Defendants’ motion for summary judgment, that ABI agreed to pay the 2015-2016 policy premium so that its 2017-2018 policy would be retroactively reinstated.

ABI has not shown its lapse in workers’ compensation coverage “was due to circumstances *beyond [its] control.*” (§ 7125.1, subd. (b), italics added.) The Board, therefore, lacked the power to reinstate ABI’s suspended license retroactively. (§ 7125.2, subd. (c).) That in turn means ABI was not “*duly* licensed . . . at all times during the performance of” its work. (§ 7031, subd. (a), italics added.) Accordingly, section 7031 bars ABI from bringing or maintaining the present action against Balfour Beatty to collect

compensation for its work on the project, “regardless of the merits of [ABI’s] cause of action” against Balfour Beatty. (*Ibid.*)

The fact that State Fund retroactively reinstated the 2017-2018 policy in November 2020 as part of its settlement with ABI does not compel a different result. As the trial court aptly noted, “An ABI employee injured on January 26[, 2018] would have had no coverage. By the time ABI got retroactive coverage years later, both ABI and State Fund knew there had been no claims against ABI. Insurance that covers a period known to be claim-free is no insurance at all; it is window dressing. It encourages contractors to gamble on letting their workers’ compensation insurance lapse and papering over the coverage gap later with retroactive ‘insurance’ that covers nothing.”

ABI focuses much of its argument on the fact that State Fund eventually admitted it had overcharged ABI and should not have canceled the policy. According to ABI, State Fund’s improper policy cancellation was “void” and “defective,” and ABI never would have had its license suspended if State Fund had acted properly.

This argument falls flat factually. First, State Fund’s late 2017 demands for payment were apparently not unfounded, as ABI paid State Fund over \$93,000 in premiums as part of the November 2020 settlement. Second, the fact that State Fund overstated the amount of premiums due in late 2017 does not exonerate ABI from failing to obtain insurance elsewhere after its policy was canceled. Rather than doing so, ABI elected to continue its work on the project, knowing it was uninsured and unlicensed.

ABI alternatively argues it cannot be subject to section 7031’s bar on recovery because ABI substantially complied with the licensing requirements. We are not persuaded. A court may only find substantial

compliance with the licensure requirements if the contractor “(1) had been duly licensed as a contractor in this state prior to the performance of the act or contract, (2) acted reasonably and in good faith to maintain proper licensure, and (3) acted promptly and in good faith to remedy the failure to comply with the licensure requirements upon learning of the failure.” (§ 7031, subd. (e).) We decline to find ABI acted in good faith, given its repeated false declarations to the Board. It also failed to act promptly, given that it waited nearly three years to settle its policy premium dispute with State Fund.

Citing the Eighth Amendment to the United States Constitution, ABI maintains the application of section 7031 is unconstitutional in that it arbitrarily and excessively punishes ABI by precluding any recovery for its work. Again, we are not persuaded.

The legitimacy of the public policies underlying California’s licensing laws and the validity of section 7031 are well established. As our Supreme Court has observed, California’s licensing laws are intended “to protect the public from incompetence and dishonesty in those who provide building and construction services,” and the “licensing requirements provide minimal assurance that all persons offering such services in California have the requisite skill and character, understand applicable local laws and codes, and know the rudiments of administering a contracting business.” (*Hydrotech Systems, Ltd. v. Oasis Waterpark* (1991) 52 Cal.3d 988, 995 (*Hydrotech*).) “Section 7031 advances this purpose by withholding judicial aid from those who seek compensation for unlicensed contract work. The obvious statutory intent is to discourage persons who have failed to comply with the licensing law from offering or providing their unlicensed services for pay.” (*Ibid.*)

“Because of the strength and clarity of this policy, it is well settled that section 7031 applies despite injustice to the unlicensed

contractor. ‘Section 7031 represents a legislative determination that the importance of deterring unlicensed persons from engaging in the contracting business *outweighs any harshness between the parties.*’” (*Hydrotech, supra*, 52 Cal.3d at p. 995.) The result is “a stiff all-or-nothing penalty for unlicensed work.” (*MW Erectors, Inc. v. Niederhauser Ornamental & Metal Works Co., Inc.* (2005) 36 Cal.4th 412, 426.) The statute itself specifies that it applies “regardless of the merits of the cause of action brought by” the plaintiff (§ 7031, subd. (a)), and its “harsh results are justified by the importance of deterring violations of the licensing requirements” (*White v. Cridlebaugh* (2009) 178 Cal.App.4th 506, 518, 519).

We agree with the trial court that section 7031 bars ABI from maintaining this action because it was not a “duly licensed contractor at all times during the performance of” its contract. (*Id.*, subd. (a).) We therefore affirm the judgment.

II.

ATTORNEY FEES

We next consider the award of over \$1.55 million in attorney fees to Defendants under Civil Code section 1717 and the subcontract’s prevailing party attorney fee provision. Although normally we review attorney fee awards for abuse of discretion, where, as here, the appeal presents a legal question of whether the criteria for an attorney fee award have been satisfied, our review is de novo. (*Mountain Air Enterprises, LLC v. Sundowner Towers, LLC* (2017) 3 Cal.5th 744, 751 (*Mountain Air*).)

ABI contends Balfour Beatty is not entitled to attorney fees because it did not prevail on the contract; rather, it only succeeded in asserting a statutory affirmative defense.⁵ We disagree.

When a litigant prevails in an action on a contract by establishing that the contract is invalid or unenforceable for reasons other than illegality, Civil Code section 1717 permits that party's recovery of attorney fees if the opposing party would have been entitled to attorney fees under the contract had it prevailed. (*Santisas v. Goodin* (1998) 17 Cal.4th 599, 611; *California-American Water Co. v. Marina Coast Water Dist.* (2017) 18 Cal.App.5th 571, 579.) That is essentially what occurred here. Defendants established the subcontract was unenforceable by ABI under Business and Professions Code section 7031, so Civil Code section 1717 permits Defendants, as the prevailing parties in ABI's contract action, to recover attorney fees under the subcontract's attorney fee provision. (See *Pacific Custom Pools, Inc. v. Turner Construction Co.* (2000) 79 Cal.App.4th 1254, 1258–1259, 1268 [contractor who defeated cross-complaint by unlicensed subcontractor under § 7031 was entitled to prevailing party attorney fees under § 1717].)

ABI cites *Mountain Air, supra*, 3 Cal.5th 744, to support its argument that a contract provision awarding fees to a prevailing party is not available if an affirmative defense voids the contract claim. ABI misapprehends the case's holding. In *Mountain Air*, the sellers in a real estate transaction sued the buyers for failing to purchase the subject property, and the buyers successfully asserted novation as an affirmative

⁵ ABI does not assert the amount of fees is unreasonable or improper.

defense, establishing the purchase agreement had been superseded by the parties' option agreement. (*Id.* at p. 747.) The Supreme Court determined the buyers could not recover attorney fees under the option agreement's attorney fee provision, which allowed the prevailing party to recover attorney fees in “*any legal action or any other proceeding . . . brought for the enforcement of this Agreement*” (*id.* at p. 752), because no party brought a legal action to enforce the option agreement. The buyers instead asserted the option agreement as an affirmative defense to claims under a different agreement. (*Id.* at pp. 752–755.)

Here, by contrast, ABI filed suit to enforce the subcontract, thereby triggering the subcontract's attorney fee provision. As the prevailing party in that action, Defendants are entitled to attorney fees; the fee award must therefore be affirmed.

DISPOSITION

The judgment and postjudgment order are affirmed. Defendants shall recover their costs on appeal. (Cal. Rules of Court, rule 8.278(a).)

GOETHALS, ACTING P. J.

WE CONCUR:

MOTOIKE, J.

DELANEY, J.

EXHIBIT E

Order of the Supreme Court of California denying review, November 20, 2024 (No. S287352).

RECEIVED
NOV 22 2024

BY:
Court of Appeal, Fourth Appellate District, Division Three - No. G062471, G062965

S287352

IN THE SUPREME COURT OF CALIFORNIA

SUPREME COURT
FILED

NOV 20 2024

En Banc

Jorge Navarrete Clerk

AMERICAN BUILDING INNOVATION LP, Plaintiff and Appellant, Deputy

v.

BALFOUR BEATTY CONSTRUCTION, LLC, et al., Defendants and Respondents.

AND CONSOLIDATED CASE

The petition for review is denied.

Corrigan, J., was recused and did not participate.

GUERRERO

Chief Justice

EXHIBIT F

Amended Judgment entered against Tin Vo as alter ego, June 5, 2026, on the May 7, 2026 order (Orange County Superior Court No. 30-2019-01072989).

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUN 05 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: *[Signature]* DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
WEST JUSTICE CENTER

AMERICAN BUILDING INNOVATION
LP, a Wyoming limited partnership,

Plaintiff,

v.

BALFOUR BEATTY CONSTRUCTION,
LLC, a Delaware corporation;
TRAVELERS CASUALTY CO. OF
AMERICA, a Connecticut corporation;
LIBERTY MUTUAL INSURANCE
COMPANY, a Massachusetts corporation;
FIDELITY & DEPOSIT COMPANY OF
MARYLAND, a Maryland corporation; and
DOES 1 through 12,

Defendants.

CASE NO: 30-2019-01072989-CU-BC-WJC

THIRD AMENDED JUDGMENT

Assigned to:

Hon. David J. Hesseltine, Dept. C23

AND RELATED CROSS-ACTION.

The above-captioned action came on for trial on the bifurcated issue of Defendants' 31st affirmative defense (failure to be duly licensed) on November 14-15, 2022, in Department W02 of the Orange County Superior Court, West Justice Center, the Honorable Nathan Scott presiding.

Plaintiff and Cross-Defendant American Building Innovation LP ("ABI") was represented by Drew Pomerance and David Ginsburg of Roxborough Pomerance Nye and Adreani. Defendant and Cross-Complainant Balfour Beatty Construction, LLC ("Balfour

1 Beatty”), and Defendants Travelers Casualty and Surety Company of America (“Travelers”),
2 Liberty Mutual Insurance Company (“Liberty”), and Fidelity & Deposit Company of Maryland
3 (“Fidelity”), were represented by Jason R. Thornton and Daniel P. Scholz of Finch, Thornton
4 & Baird, LLP.

5 Pursuant to the Order of this court dated May 7, 2026, and Code of Civil Procedure
6 section 187, the Judgment entered on January 30, 2023, amended on August 7, 2023, and
7 amended on May 21, 2025, is further amended to add Tin Vo as a judgment debtor, the court
8 having found Tin Vo is the alter ego of American Building Innovation LP.

9 BASED ON THE EVIDENCE PRESENTED AT TRIAL AND ARGUMENT AND
10 AS SET FORTH ABOVE, IT IS ORDERED, ADJUDGED AND DECREED:

11 1. Judgment is entered in favor of Balfour Beatty, Travelers, Liberty, and Fidelity
12 against ABI and Tin Vo;

13 2. Balfour Beatty, Travelers, Liberty, and Fidelity are awarded costs in the amount
14 of \$271,157.58, against ABI and Tin Vo, jointly and severally;

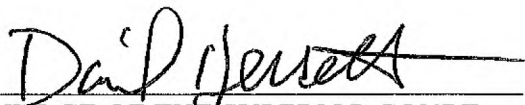
15 3. Balfour Beatty, Travelers, Liberty, and Fidelity are awarded attorneys’ fees
16 according to post-judgment motion in the amount of \$1,550,715.50, against ABI and Tin Vo,
17 jointly and severally;

18 4. Balfour Beatty, Travelers, Liberty, and Fidelity are awarded costs on appeal in
19 the amount of \$845.90, against ABI and Tin Vo, jointly and severally; and

20 5. Balfour Beatty, Travelers, Liberty, and Fidelity are awarded attorneys’ fees on
21 appeal according to post-appeal motion in the amount of \$96,924.00, against ABI and Tin Vo,
22 jointly and severally.

23 IT IS SO ORDERED.

24 DATE: 06/05/26


JUDGE OF THE SUPERIOR COURT
HONORABLE DAVID J. HESSELTINE

25
26
27
28 2.536/3QL0349.aaf

EXHIBIT G

Application to this Court for an extension of time to file, and to file, a petition for a writ of certiorari (cover page; postmarked April 22, 2026).

No. _____

IN THE
Supreme Court of the United States

Tin Vo,
Petitioner.
v.

The Superior Court of Orange County et al,
Respondents.

Balfour Beatty Construction, LLC et al
(Real Parties In Interest)

APPLICATION FOR AN EXTENSION OF TIME TO FILE A PETITION
FOR A WRIT OF CERTIORARI
TO THE COURT OF APPEAL OF CALIFORNIA,
FOURTH APPELLATE DISTRICT
(CASE NO. G066511)

Tin Vo
In Propria Persona
9722 Stanford
Garden Grove, California 92841
(714) 241-5141 | tinvo35@gmail.com

EXHIBIT H

Correspondence of the Clerk of this Court (Scott S. Harris, Clerk, per Rashonda Garner)
returning unfiled Petitioner's certiorari papers, April 29, 2026.



Adam Bereki <abereki@gmail.com>

Fwd: Correspondence from The Supreme Court of the United States

tin vo <tinvo35@gmail.com>
To: Adam <abereki@gmail.com>

Mon, May 4, 2026 at 12:58 PM

----- Forwarded message -----

From: <No-Reply@supremecourt.gov>

Date: Mon, May 4, 2026, 12:57 PM

Subject: Correspondence from The Supreme Court of the United States

To: <tinvo35@gmail.com>

**SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001**

April 29, 2026

Tin Vo
9722 Stanford
Garden Grove, CA 92841

RE: Tin Vo. v. Superior Court of Orange County, et al.
CA COA 4th No. G066511

Dear Mr. Vo:

Dec. Inc.
Indent Indent

The application for an extension of time within which to file a petition for a writ of certiorari in the above-entitled case was postmarked April 22, 2026 and received April 28, 2026. The application is returned for the following reason(s):

Your case must first be reviewed by a United States court of appeals or by the highest state court in which a decision could be had. 28 USC 1254 and 1257.

Sincerely,
Scott S. Harris, Clerk
By:

Rashonda Garner
(202) 479-3025

EXHIBIT I

Order of the Supreme Court of California in the coordinated mandate proceeding of Adam Bereki (No. S294386), summarily denying En Banc the identical section 7031 and section 7071.17 questions, January 21, 2026.

SUPREME COURT
FILED

JAN 21 2026

Jorge Navarrete Clerk

S294386

IN THE SUPREME COURT OF CALIFORNIA

Deputy

En Banc

ADAM BEREKI, Petitioner,

v.

COURT OF APPEAL, FOURTH APPELLATE DISTRICT, DIVISION THREE et al.,
Respondents;

GARY HAMPHREYS et al., Real Parties in Interest.

The request for judicial notice is granted.

The petition for writ of mandate and application for stay are denied.

GUERRERO

Chief Justice

CERTIFICATE OF SERVICE

I, Adam Bereki, hereby certify that on September 14, 2026, I served a true and correct copy of the foregoing Motion to Direct the Clerk to File a Petition for a Writ of Certiorari upon the following parties as listed below:

By email to:

Jason R. Thornton, SBN 185637

Email: jthornton@ftblaw.com

Daniel P. Scholz, SBN 264786

Email: dscholz@ftblaw.com

Scott M. Bennett, SBN 330544

Email: sbennett@ftblaw.com

FINCH, THORNTON & BAIRD, LLP

Attorneys at Law

4747 Executive Drive – Suite 700

San Diego, California 92121-3107

Tel: (858) 737-3100

Fax: (858) 737-3101

Attorneys for Defendants and Cross-Complainants BALFOUR BEATTY
CONSTRUCTION, LLC; TRAVELERS CASUALTY CO. OF AMERICA; LIBERTY
MUTUAL INSURANCE COMPANY; FIDELITY & DEPOSIT COMPANY OF
MARYLAND; and DOES 1 through 12

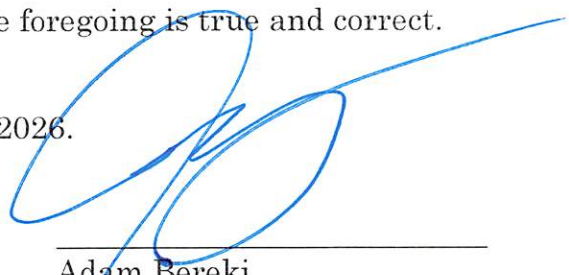
By USPS First Class Mail to:

**Court of Appeal of the State of California,
Fourth Appellate District, Division Three**
601 W. Santa Ana Blvd.
Santa Ana, CA 92701

Office of the Attorney General of California
300 South Spring Street
Los Angeles, CA 90013-1230

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

Signed in Las Vegas, Nevada on September 14, 2026.



Adam Bereki



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www.usps.com

09/14/2026

01:30 PM

TRACKING NUMBERS

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PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope Santa Ana, CA 92701 Weight: 0 lb 5.60 oz Estimated Delivery Date Wed 09/16/2026	1		\$3.14
First-Class Mail® Large Envelope Los Angeles, CA 90013 Weight: 0 lb 5.60 oz Estimated Delivery Date Wed 09/16/2026	1		\$3.14
Priority Mail® Med FR Box Washington, DC 20543 Flat Rate Expected Delivery Date Thu 09/17/2026 Tracking #: 9505 5100 5065 6257 7849 83 Insurance Up to \$100.00 included	1		\$24.80
Total			\$24.80

Grand Total: \$31.08

Credit Card Remit \$31.08

Card Name: MasterCard
Account #: XXXXXXXXXXXX0476
Approval #: 01057Z
Transaction #: 629
AID: A0000000041010 Chip
AL: MASTERCARD
PIN: Not Required CAPITAL ONE

US SUPREME COURT
MOTION TO DIRECT
CLERK TO FILE

VO - ATTNY GEN &
4TH DIST COURT

- BEZEKI



Adam Bereki <abereki@gmail.com>

VO v. FOURTH DIST. - MOTION TO DIRECT CLERK (ABI v. BALFOUR)

1 message

Adam <abereki@gmail.com>

Mon, Sep 14, 2026 at 12:55 PM

To: Governor Gavin Newsom <govlegalunit@gov.ca.gov>, sbennett@ftblaw.com, dscholz@ftblaw.com, jthornton@ftblaw.com, tin vo <tinvo35@gmail.com>

Good day,

Please see Tin Vo's Motion to Direct the Clerk to file his certiorari petition. Also included is a copy of my Motion and Companion Petition referenced therein.

Sincerely,

Adam Bereki

3 attachments

BEREKI V. SUPREME COURT CA CERT PETITIONpdf.pdf
16145K



BEREKI V. SUPREME COURT MOTION TO DIRECT CLERK TO FILE.pdf
3848K



TIN VO V. FOURTH DISTRICT COURT OF APPEAL MOTION TO DIRECT.pdf
4905K