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JODI JERICH  
Executive DirectorPATRICIA L. BARFIELD  
Director  
Corporations Division

**COMMISSIONERS**  
SUSAN BITTER SMITH – Chairman  
BOB STUMP  
BOB BURNS  
DOUG LITTLE  
TOM FORESE



## ARIZONA CORPORATION COMMISSION

Date FEBRUARY 27, 2015

D. V. C. CONSTRUCTION COMPANY, INC  
8550 NORTH 91<sup>ST</sup> AVE. STE. 51  
PEORIA, AZ 85345

Dear Sir or Madam:


Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 02/25/2015 as agent for D. V. C. CONSTRUCTION COMPANY, INC:

Case caption: CONTINENTAL HOMES, INC, et. al v. ADAMS BROS INTERIORS & CABINETS, INC et. al,

Case number: CV2014-013612 Court: MARICOPA COUNTY, SUPERIOR COURT

- ☒ Summons
- ☒ Complaint
- ☐ Subpoena
- ☐ Subpoena Duces Tecum
- ☐ Default Judgment
- ☐ Judgment
- ☐ Writ of Garnishment
- ☐ Motion For Summary Judgment
- ☐ Motion for
- ☐ Other CERTIFICATE OF COMPULSORY ARBITRATION

Sincerely,

  
Lynda B. Griffin  
Custodian of Records

Initials LBG

File number -0162479-2



**COMMISSIONERS**  
SUSAN BITTER SMITH – Chairman  
BOB STUMP  
BOB BURNS  
DOUG LITTLE  
TOM FORESE



**ARIZONA CORPORATION COMMISSION**

**JODI JERICH**  
Executive Director  
**PATRICIA L. BARFIELD**  
Director  
Corporations Division

**CERTIFICATE OF MAILING**

The undersigned person certifies the following facts:

On **02/25/2015**, **Lynda Griffin**, an employee of the Arizona Corporation Commission ("ACC"), received on behalf of the ACC service of the following documents upon the ACC as agent for **D. V. C. CONSTRUCTION COMPANY, INC.**

Case caption: **CONTINENTAL HOMES, INC, et. al v. ADAMS BROS INTERIORS & CABINETS, INC et. al,**

Case number: **CV2014-013612**

Court: **MARICOPA COUNTY, SUPERIOR COURT**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Summons  | <input type="checkbox"/> Default Judgment    |
| <input checked="" type="checkbox"/> Complaint  | <input type="checkbox"/> Judgment            |
| <input type="checkbox"/> Subpoena  | <input type="checkbox"/> Writ of Garnishment |
| <input type="checkbox"/> Subpoena Duces Tecum  |  |
| <input type="checkbox"/> Motion For Summary Judgment                                   |  |
| <input type="checkbox"/> Motion for  |  |
| <input checked="" type="checkbox"/> Other <b>CERTIFICATE OF COMPULSORY ARBITRATION</b> |  |

On **02/27/2015**, the undersigned person placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to the entity at its last known place of business address, as follows:

**D. V. C. CONSTRUCTION COMPANY, INC**  
**8550 NORTH 91ST AVE. STE. 51**  
**PEORIA, AZ 85345**

**OR**

The undersigned was unable to mail the above listed documents to

because that entity is not a registered corporation or limited liability company in the State of Arizona, and the Arizona Corporation Commission has no record of its known place of business.

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

Printed name **Lynda Griffin**

Date: **02/27/2015**

Signature: \_\_\_\_\_





1 Rosary A. Hernandez (State Bar No. 020182)  
Gregory E. Williams (State Bar No. 020320)  
Ashley N. Zimmerman (State Bar No. 030595)

2 **TB** **TIFFANY & BOSCO**  
P.A.

3 SEVENTH FLOOR CAMELBACK ESPLANADE II  
4 2525 EAST CAMELBACK ROAD  
PHOENIX, ARIZONA 85016-4237  
5 TELEPHONE: (602) 255-6000  
FACSIMILE: (602) 255-0103  
E-Mail: [rah@tblaw.com](mailto:rah@tblaw.com)  
6 [gew@tblaw.com](mailto:gew@tblaw.com)  
[anz@tblaw.com](mailto:anz@tblaw.com)

7 *Attorneys for Plaintiffs*

8 SUPERIOR COURT OF ARIZONA  
9 COUNTY OF MARICOPA

10  
11 CONTINENTAL HOMES, INC. a Delaware  
corporation; CHI CONSTRUCTION  
12 COMPANY, Arizona corporation, and DOES  
1-100, inclusive

13 Plaintiffs,

14 v.

15 ADAMS BROS INTERIORS & CABINETS,  
INC., an Arizona corporation; ALLIED  
16 MASONRY, LLC, an Arizona limited liability  
company; ALOHA GRADING, INC., an  
17 Arizona corporation; AMERICAN  
WOODMARK CORPORATION d/b/a  
18 TIMBERLAKE CABINET CO., a Virginia  
corporation; ANOZIRA STUCCO AND  
19 STONE WORKS, LLC, an Arizona limited  
liability company; ASPEN BLOCK, LLC, an  
20 Arizona limited liability company; AUSTIN  
ELECTRIC, INC., an Arizona corporation;  
21 BCI BEBOUT CONCRETE OF ARIZONA,  
INC., an Arizona corporation; BRETSTAR,  
INC. d/b/a D & M PAINTING, an Arizona  
22 corporation; BREWER ENTERPRISES, INC.,  
an Arizona corporation; BUILDER SERVICES  
23 GROUP, INC. f/k/a MASCO CONTRACTOR  
SERVICES CENTRAL, INC. D/BA/ GALE  
24 CONTRACTOR SERVICES, a Florida  
corporation; BURROWS CONCRETE, LLC,  
25 an Arizona limited liability company;  
CANYON STATE DRYWALL, INC., an  
26 Arizona corporation; CATALINA ROOFING  
AND SUPPLY, INC., an Arizona corporation;

CASE NO. CV2014-013612

SUMMONS

(Assigned to the Honorable Douglas  
Gerlach)

If you would like legal advice from a lawyer,  
contact the Lawyer Referral Service at  
602-257-4434

or

[www.maricopalawyers.org](http://www.maricopalawyers.org)

Sponsored by the  
Maricopa County Bar Association



1 CHAS ROBERTS AIR CONDITIONING,  
INC., an Arizona corporation; CLAYTON  
2 GLASS & ACCESSORIES, INC., an Arizona  
corporation; COHACO BUILDING  
3 SPECIALTIES, INC., an Arizona corporation;  
DESERT VISTA, INC., an Arizona  
corporation; DESIGN DRYWALL WEST,  
4 INC., a Colorado corporation; DIVERSIFIED  
ROOFING CORPORATION, an Arizona  
corporation; DIXON BROTHERS  
5 INCORPORATED, an Arizona corporation;  
MASCO FRAMING HOLDING COMPANY  
6 LLC d/b/a DOOR SALES &  
INSTALLATIONS, LLC, an Arizona limited  
7 liability company; DRRS PLUMBING  
SERVICES, LLC d/b/a EPIC PLUMBING, an  
8 Arizona limited liability company; DVC  
CONSTRUCTION COMPANY, INC., an  
9 Arizona corporation; ELKAY SALES, INC.,  
an Arizona corporation; EMPIRE  
10 PLASTERING, LLC, an Arizona limited  
liability company; ERICKSON  
11 CONSTRUCTION, LLC, an Arizona limited  
liability company; HOLMES-HALLY  
12 INDUSTRIES INC., a California corporation;  
GECKO UNDERGROUND UTILITIES, LLC,  
13 an Arizona limited liability company;  
GENERAL PLUMBING, INC., an Arizona  
14 corporation; INFINITY BUILDING  
PRODUCTS, LLC, an Arizona limited liability  
15 company; INTEGRATED STUCCO, INC., an  
Arizona corporation; MESA FULLY  
16 FORMED, LLC, an Arizona limited liability  
company; MITCHELL ELECTRIC  
17 COMPANY, INC., an Arizona corporation  
n/k/s IES RESIDENTIAL, INC., a Delaware  
18 corporation; MOCSON UNDERGROUND,  
LLC, an Arizona limited liability company;  
19 MPC CONTRACTING COMPANY, INC., an  
Arizona corporation; NEW ELECTRIC, INC.,  
20 an Arizona corporation; NORCRAFT  
COMPANIES, LP d/b/a MID CONTINENT  
21 CABINETRY, a Delaware limited partnership;  
OSBORNE STUCCO, INC., an Arizona  
22 corporation; PARAMOUNT WINDOWS,  
LLC, an Arizona limited liability company;  
23 POCO VERDE LANDSCAPE, INC. n/k/a  
POCO VERDE POOLS AND LANDSCAPE,  
24 INC., an Arizona corporation; L.R. BORELLI  
INC. d/b/a PARTITIONS & ACCESSORIES,  
25 CO., an Arizona corporation; PORTER-  
JARVIS, LLC d/b/a JADE GRADING, an  
26 Arizona limited liability company; RCC  
HOLDINGS LLC d/b/a PRIMERA, an Arizona  
limited liability company; ROADRUNNER  
DRYWALL CORP., an Arizona corporation;



1 ROBERT MCDANIEL CONSTRUCTION,  
2 LLC, an Arizona limited liability company;  
3 ROCONCRETE, LLC, an Arizona limited  
4 liability company; SAN TAN ROOFING,  
5 INC.; an Arizona corporation; SCHUCK &  
6 SONS CONSTRUCTION CO., INC., an  
7 Arizona corporation; SOMBRERO  
8 PAINTING, INC., an Arizona corporation;  
9 SONORAN CONCRETE, LLC, an Arizona  
10 limited liability company; SPECIALTY  
11 ROOFING, INC., an Arizona corporation; TOP  
12 GRADING & WASTE SERVICES, INC., an  
13 Arizona corporation; UNITED FENCE  
14 COMPANY, INC., an Arizona corporation;  
15 UNITED SUBCONTRACTORS, INC. D/B/A  
16 MESA INSULATION, an Utah corporation;  
17 VW DIG, LLC, an Arizona limited liability  
18 company; WAYNE-DALTON CORP.; an  
19 Ohio corporation WESTERN STATES  
20 GLASS AND BUILDING PRODUCTS, INC.,  
21 an Arizona corporation; WESTY'S SOIL  
22 COMPACTING COMPANY, INC., an  
23 Arizona corporation; WHITTON CONCRETE,  
24 INC., an Arizona corporation; XO  
25 WINDOWS, LLC, an Arizona limited liability  
26 company; BLACK CORPORATIONS I-XX;  
WHITE PARTNERSHIPS I-XX; and DOES I-  
XX

Defendants.

STATE OF ARIZONA TO THE DEFENDANTS:

*SEE ATTACHED EXHIBIT "A"*

YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona - whether by direct service, by registered or certified mail, or by publication - you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear, answer or plead until expiration of 40 days after the date of such service upon the Director. Service by registered or



1 certified mail without the State of Arizona is complete 30 days after the date of filing the  
2 receipt and affidavit of service with the Court. Service by publication is complete 30  
3 days after the date of first publication. Direct service is complete when made. Service  
4 upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the  
5 Affidavit of Compliance and return receipt or Officer's Return. RCP 4; RFLP 40; ARS  
6 §§20-222; 28-2327.

7 YOU ARE HEREBY NOTIFIED that in case of your failure to appear and  
8 defend within the time applicable, judgment by default may be rendered against you for  
9 the relief demanded in the Complaint.

10 YOU ARE CAUTIONED that in order to appear and defend, you must file an  
11 Answer or proper response in writing with the Clerk of this Court, accompanied by the  
12 necessary filing fee, within the time required, and you are required to serve a copy of  
13 any Answer or response upon the Plaintiffs' attorney. RCP 10(d); ARS §12-311; RCP 5.

14 YOU ARE FURTHER NOTIFIED that requests for reasonable accommodation  
15 for persons with disabilities must be made to the division assigned to the case by parties  
16 at least 3 judicial days in advance of a scheduled court proceeding.

17 The name and address of plaintiffs' attorneys are:

18 Rosary A. Hernandez, Esq.  
19 Gregory E. Williams, Esq.  
20 Ashley Zimmerman, Esq.  
21 Tiffany & Bosco, P.A.  
22 Seventh Floor Camelback Esplanade II  
23 2525 East Camelback Road  
24 Phoenix, Arizona 85016  
25 (602) 255-6000

**COPY**

FEB 17 2015

26 SIGNED AND SEALED this date: \_\_\_\_\_



MICHAEL K. JEANES, CLERK  
A. DRIVER  
DEPUTY CLERK

MARICOPA COUNTY SUPERIOR COURT

By \_\_\_\_\_

Deputy Clerk





EXHIBIT "A"

DEFENDANT	STATUTORY AGENT
ADAMS BROS INTERIORS & CABINETS, INC.	Corporation Service Company 2338 W. Royal Palm Rd., Suite J Phoenix, AZ 85021
ALLIED MASONRY, LLC	Kenneth Rudisill 21448 N. 78 <sup>th</sup> Drive Peoria, AZ 85382
ALOHA GRADING, INC.	Guy W. Bluff 4205 N. 7 <sup>th</sup> Avenue, Suite 201 Phoenix, AZ 85013
AMERICAN WOODMARK CORPORATION dba TIMBERLAKE CABINET CO.	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
ANOZIRA STUCCO AND STONE WORKS, LLC	John Wolchief 3650 N. 40 <sup>th</sup> Avenue Phoenix, AZ 85019
ASPEN BLOCK, LLC	CT Corporation System 2394 E. Camelback Rd. Phoenix, AZ 85016
AUSTIN ELECTRIC, INC.	Toby Thomas 5360 W. Lamar Rd. Glendale, AZ 85301
BCI BEBOUT CONCRETE OF ARIZONA, INC.	James Bebout 5742 W. Maryland Ave. Glendale, AZ 85301
BRETSTAR, INC. d/b/a D & M PAINTING	Daniel Males 1431 N. 27 <sup>th</sup> Ln. Phoenix, AZ 85009
BREWER ENTERPRISES, INC.	Mike Brewer 20601 N. 19 <sup>th</sup> Ave., Suite 150 Phoenix, AZ 85027
BURROWS CONCRETE, LLC	Kenneth Rudisill 21448 N. 78 <sup>th</sup> Drive Peoria, AZ 85382
CANYON STATE DRYWALL, INC.	Jerry Mortensen 301 S. Westwood Mesa, AZ 85210
CATALINA ROOFING AND SUPPLY, INC.	Richard Chambliss 1122 E. Jefferson Phoenix, AZ 85034



	DEFENDANT	STATUTORY AGENT
1		
2	CHAS ROBERTS AIR	Clark Hill PLC
3	CONDITIONING, INC.	14850 N. Scottsdale Rd., Suite 500 Scottsdale, AZ 85254
4	CLAYTON GLASS & ACCESSORIES,	Jerry Grover
5	INC.	11625 N. 124 <sup>th</sup> Way Scottsdale, AZ 85259
6	COHACO BUILDING SPECIALTIES,	Tharyon Cooley
7	INC.	9700 N. 91 <sup>st</sup> Ave., Suite 130 Peoria, AZ 85345
8	DESERT VISTA, INC.	Paul Frame
9		8990 E. Raintree Drive, Suite 100 Scottsdale, AZ 85260
10	DESIGN DRYWALL WEST, INC.	Debra T. Stewart-Dillon
11		6950 W. Morelos Pl., #1 Chandler, AZ 85226
12	DIVERSIFIED ROOFING	Beverly Schouten
13	CORPORATION	2015 W. Mountainview Rd. Phoenix, AZ 85021
14	DIXON BROTHERS,	Mike Dixon or Charles Dixon
15	INCORPORATED	1133 E. Cinnabar Ave. Phoenix, AZ 85020
16	MASCO FRAMING HOLDING	CT Corporation System
17	COMPANY I LLC dba DOOR SALES &	2390 E. Camelback Rd.
18	INSTALLATIONS, LLC	Phoenix, AZ 85016
19	DRRS PLUMBING SERVICES, LLC	DG Service Corp.
20	d/b/a EPIC PLUMBING	80 E. Rio Salado Parkway, Suite 401 Tempe, AZ 85281
21	DVC CONSTRUCTION COMPANY,	12475 W. Alice Ave.
22	INC.	El Mirage, AZ 85335
23	ELKAY SALES, INC.	CT Corporation System
24		2390 E. Camelback Rd. Phoenix, AZ 85016
25	EMPIRE PLASTERING, LLC	Land Labor and Capital Management
26		610 E. Bell Road, #2117 Phoenix, AZ 85022
		Stephen Collins
		4647 N. 32 <sup>nd</sup> St., Suite 160 Phoenix, AZ 85018
	ERICKSON CONSTRUCTION, LLC	CT Corporation System
		2390 E. Camelback Rd. Phoenix, AZ 85016



1	DEFENDANT	STATUTORY AGENT
2	HOLMES-HALLY INDUSTRIES, INC.	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
4	GECKO UNDERGROUND UTILITIES, LLC	Richard Joseph 7070 W. Frier Drive Glendale, AZ 85303
6	GENERAL PLUMBING, INC.	Larry Mueller 2600 N. Central Ave. Phoenix, AZ 85004
8	INFINITY BUILDING PRODUCTS, LLC	3315 W. Buckeye Road, Suite 4 Phoenix, AZ 85009
9	INTEGRATED STUCCO, INC.	Thomas Craig Steele Edith Hulsey 8205 N. 67 <sup>th</sup> Avenue Glendale, AZ 85302
11	MESA FULLY FORMED, LLC	Emily May Cassady 2153 N. Lemon Circle Mesa, AZ 85215
13	MITCHELL ELECTRIC COMPANY, INC. n/k/a IES RESIDENTIAL, INC.	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
15	MOCSON UNDERGROUND, LLC	Juan Zane Gray Stockam 924 E. Laredo Street Chandler, AZ 85225
17	MPC CONTRACTING COMPANY, INC.	BLG Agent Services, LLC 14850 N. Scottsdale Rd., Suite 350 Scottsdale, AZ 85254
18	NEW ELECTRIC, INC.	David Puccio 3338 W. Vernon Ave. Phoenix, AZ 85009
20	NORCRAFT COMPANIES, LP d/b/a MID CONTINENT CABINETRY	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
22	OSBORNE STUCCO, INC.	William Osborne 3714 E. Aspen Court Gilbert, AZ 85234
24	PARAMOUNT WINDOWS, LLC	Sam Regina 3853 E. Wier Phoenix, AZ 85040
25	POCO VERDE LANDSCAPE, INC. n/k/s POCO VERDE POOLS AND LANDSCAPE, INC.	Henry Stein 2826 S. Carriage Lane, Suite 100 Mesa, AZ 85202



1	DEFENDANT	STATUTORY AGENT
2	L.R. BORELLI INC. dba PARTITIONS	1220 S. Pasadena, Suite 1
3	& ACCESSORIES CO.	Mesa, AZ 85210
4	PORTER-JARVIS, LLC d/b/a JADE	David Brent Jarvis
5	GRADING	1116 W. 6 <sup>th</sup> Place
6	RCC HOLDINGS, LLC d/b/a/PRIMERA	Mesa, AZ 85201
7	ROADRUNNER DRYWALL CORP.	Ian Hislop
8		1311 W. 21 <sup>st</sup> St.
9		Tempe, AZ 85282
10	ROBERT MCDANIEL	Mark Nuessle
11	CONSTRUCTION, LLC	1726 E. Deer Valley Rd.
12		Phoenix, AZ 85024
13		M. Kent Mecham
14		c/o Mecham & Associates Chartere
15		7830 N. 23 <sup>rd</sup> Avenue
16		Phoenix, AZ 85021
17	ROCONCRETE, LLC	Kirk Hays
18		10429 S. 51 <sup>st</sup> Street, Suite 285
19		Phoenix, AZ 85044
20	SAN TAN ROOFING, INC.	Curtis Jennings
21		2800 N. Central Avenue, Suite 1800
22		Phoenix, AZ 85004
23	SCHUCK & SONS CONSTRUCTION	Thomas Steele
24	CO., INC.	8205 N. 67 <sup>th</sup> Avenue
25		Glendale, AZ 85302
26	SOMBRERO PAINTING, INC.	Bill sandy
		101 E. Briles Rd.
		Phoenix, AZ 85085
	SONORAN CONCRETE, LLC	Gary Shroer
		22116 N. Valerio Dr.
		Sun City West, AZ 85375
	SPECIALTY ROOFING, INC.	Donald Summers
		8200 N. 75 <sup>th</sup> Avenue
		Peoria, AZ 85345
	TOP GRADING & WASTE SERVICES,	Austin Potenza
	INC.	201 N. Central Ave., 22 <sup>nd</sup> Floor
		Phoenix, AZ 85004
	UNITED FENCE COMPANY, INC.	Keith Clouse
		1132 E. Lockwood St.
		Mesa, AZ 85203





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DEFENDANT	STATUTORY AGENT
	Ryan Clouse 2113 E. Folley St. Chandler, AZ 85225
UNITED SUBCONTRACTORS, INC., d/b/a MESA INSULATION	National Registered Agents 2390 E. Camelback Rd. Phoenix, AZ 85016
VW DIG, LLC	Justin Naylor 4302 E. Superior Ave. Phoenix, AZ 85040
WAYNE-DALTON CORP.	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
WESTERN STATES GLASS AND BUILDING PRODUCTS, INC.	D Jay Ryan 5415 E. High Street, Suite 200 Phoenix, AZ 85054
WESTY'S SOIL COMPACTING CO., INC.	Roderick Westfall 4302 E. Weldon Ave. Phoenix, AZ 85018
WHITTON CONCRETE, INC.	Homer Quist 49 N. Mesa Dr. Mesa, AZ 85201
XO WINDOWS, LLC	James Schmillen 7025 E. Greenway Parkway, Suite 500 Scottsdale, AZ 85254



14 OCT 29 PM 4

Rosary A. Hernandez  
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[rhernandez@wshblaw.com](mailto:rhernandez@wshblaw.com)

Jason R. Mullis  
Arizona Bar No. 024289  
[jmullis@wshblaw.com](mailto:jmullis@wshblaw.com)

**WOOD, SMITH, HENNING & BERMAN LLP**  
2525 E. Camelback Road, Suite 450  
Phoenix, Arizona 85016-4210  
Phone: 602-441-1300 ♦ Fax 602-441-1350

*Attorneys for Plaintiffs Continental Homes, Inc.  
And CHI Construction Company*

# IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

## IN AND FOR THE COUNTY OF MARICOPA

CONTINENTAL HOMES, INC. a  
Delaware corporation; CHI  
CONSTRUCTION COMPANY, Arizona  
corporation, and DOES 1-100, inclusive

Plaintiffs,

v.

ADAMS BROS INTERIORS &  
CABINETS, INC., an Arizona corporation;  
ALLIED MASONRY, LLC, an Arizona  
limited liability company; ALOHA  
GRADING, INC., an Arizona corporation;  
AMERICAN WOODMARK  
CORPORATION d/b/a TIMBERLAKE  
CABINET CO., a Virginia corporation;  
ANOZIRA STUCCO AND STONE  
WORKS, LLC, an Arizona limited liability  
company; ASPEN BLOCK, LLC, an  
Arizona limited liability company; BCI  
BEBOUT CONCRETE OF ARIZONA,  
INC., an Arizona corporation; BREWER  
ENTERPRISES, INC., an Arizona  
corporation; BUILDER SERVICES  
GROUP, INC. F/K/A MASCO  
CONTRACTOR SERVICES CENTRAL,  
INC. D/BA/ GALE CONTRACTOR  
SERVICES, a Florida corporation;  
BURROWS CONCRETE, LLC, an  
Arizona limited liability company;  
CANYON STATE DRYWALL, INC., an  
Arizona corporation; CATALINA  
ROOFING AND SUPPLY, INC., an  
Arizona corporation; CHAS ROBERTS

Case No.

CV 2014-013612

### CONTINENTAL HOMES, INC. AND CHI CONSTRUCTION COMPANY'S CERTIFICATE OF COMPULSORY ARBITRATION

Assigned to the Honorable



- 1 AIR CONDITIONING, INC., an Arizona  
corporation; CLAYTON GLASS &  
2 ACCESSORIES, INC., an Arizona  
corporation; DESERT VISTA, INC., an  
3 Arizona corporation; DESIGN  
4 DRYWALL WEST, INC., a Colorado  
corporation; DIVERSIFIED ROOFING  
CORPORATION, an Arizona corporation;  
5 DIXON BROTHERS INCORPORATED,  
an Arizona corporation; MASCO  
6 FRAMING HOLDING COMPANY LLC  
D/B/A DOOR SALES &  
7 INSTALLATIONS, LLC, an Arizona  
limited liability company; DRRS  
8 PLUMBING SERVICES, LLC d/b/a EPIC  
PLUMBING, an Arizona limited liability  
9 company; DVC CONSTRUCTION  
COMPANY, INC., an Arizona  
10 corporation; EMPIRE PLASTERING,  
LLC, an Arizona limited liability company;  
11 ERICKSON CONSTRUCTION, LLC, an  
Arizona limited liability company;  
12 HOLMES-HALLY INDUSTRIES INC., a  
California corporation; INFINITY  
13 BUILDING PRODUCTS, LLC, an  
Arizona limited liability company;  
14 INTEGRATED STUCCO, INC., an  
Arizona corporation; MFF, INC. an  
15 Arizona corporation f/k/a MESA FULLY  
FORMED, LLC, an Arizona limited  
16 liability company; MPC CONTRACTING  
COMPANY, INC., an Arizona  
17 corporation; NORCRAFT COMPANIES,  
LP D/B/A MID CONTINENT  
18 CABINETRY, a Delaware limited  
partnership; OSBORNE STUCCO, INC.,  
19 an Arizona corporation; PARAMOUNT  
WINDOWS, LLC, an Arizona limited  
20 liability company; POCO VERDE  
LANDSCAPE, INC. n/k/a POCO VERDE  
21 POOLS AND LANDSCAPE, INC., an  
Arizona corporation; L.R. BORELLI INC.  
22 d/b/a PARTITIONS & ACCESSORIES,  
CO., an Arizona corporation; PORTER-  
23 JARVIS, LLC d/b/a JADE GRADING, an  
Arizona limited liability company; RCC  
24 HOLDINGS LLC d/b/a PRIMERA, an  
Arizona limited liability company;  
25 ROADRUNNER DRYWALL CORP., an  
Arizona corporation; SAN TAN  
26 ROOFING, INC.; an Arizona corporation;  
SOMBRERO PAINTING, INC., an  
27 Arizona corporation; SONORAN  
CONCRETE, LLC, an Arizona limited  
28 liability company; SPECIALTY



1 ROOFING, INC., an Arizona corporation;  
2 TOP GRADING & WASTE SERVICES,  
3 INC., an Arizona corporation; UNITED  
4 FENCE COMPANY, INC., an Arizona  
5 corporation; VW DIG, LLC, an Arizona  
6 limited liability company; WAYNE-  
7 DALTON CORP.; an Ohio corporation  
8 WESTERN STATES GLASS AND  
9 BUILDING PRODUCTS, INC., an  
Arizona corporation; WESTY'S SOIL  
COMPACTING COMPANY, INC., an  
Arizona corporation; WHITTON  
CONCRETE, INC., an Arizona  
corporation; XO WINDOWS, LLC, an  
Arizona limited liability company;  
BLACK CORPORATIONS I-XX; WHITE  
PARTNERSHIPS I-XX; and DOES I-XX

10 Defendants.

11  
12 The undersigned hereby certifies that they know the dollar limits and any other  
13 limitations set forth by the local rules of practice for the applicable superior court, and further  
14 certifies that this case is not subject to compulsory arbitration, as provided by Rules 72  
15 through 76 of the Arizona Rules of Civil Procedure.

16 RESPECTFULLY SUBMITTED this 29th day of October, 2014.

17  
18  
19 By: 

20 ROSARY A. HERNANDEZ

21 JASON R. MULLIS

22 2525 E. Camelback Road, Suite 450

23 Phoenix, Arizona 85016-4210

24 *Attorneys for Plaintiffs Continental Homes,*  
25 *Inc. and CHI Construction Company*  
26  
27  
28





14 OCT 29 PM 4:09

1 Rosary A. Hernandez  
Arizona Bar No. 020182  
2 [rhernandez@wshblaw.com](mailto:rhernandez@wshblaw.com)  
Jason R. Mullis  
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6 *Attorneys for Plaintiffs Continental Homes, Inc.*  
7 *And CHI Construction Company*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF MARICOPA**

10  
11 CONTINENTAL HOMES, INC. a  
Delaware corporation; CHI  
12 CONSTRUCTION COMPANY, Arizona  
corporation, and DOES 1-100, inclusive

13 Plaintiffs,

14 v.

15 ADAMS BROS INTERIORS &  
16 CABINETS, INC., an Arizona corporation;  
ALLIED MASONRY, LLC, an Arizona  
17 limited liability company; ALOHA  
GRADING, INC., an Arizona corporation;  
18 AMERICAN WOODMARK  
CORPORATION d/b/a TIMBERLAKE  
19 CABINET CO., a Virginia corporation;  
ANOZIRA STUCCO AND STONE  
20 WORKS, LLC, an Arizona limited liability  
company; ASPEN BLOCK, LLC, an  
21 Arizona limited liability company; BCI  
BEBOUT CONCRETE OF ARIZONA,  
22 INC., an Arizona corporation; BREWER  
ENTERPRISES, INC., an Arizona  
23 corporation; BUILDER SERVICES  
GROUP, INC. F/K/A MASCO  
24 CONTRACTOR SERVICES CENTRAL,  
INC. D/BA/ GALE CONTRACTOR  
25 SERVICES, a Florida corporation;  
BURROWS CONCRETE, LLC, an  
26 Arizona limited liability company;  
CANYON STATE DRYWALL, INC., an  
27 Arizona corporation; CATALINA  
ROOFING AND SUPPLY, INC., an  
28 Arizona corporation; CHAS ROBERTS

Case No.

CV 2014-013612

**CONTINENTAL HOMES, INC. AND  
CHI CONSTRUCTION COMPANY'S  
CERTIFICATE REGARDING  
EXPERT TESTIMONY**

Assigned to the Honorable



- 1 AIR CONDITIONING, INC., an Arizona
- 2 corporation; CLAYTON GLASS &
- 3 ACCESSORIES, INC., an Arizona
- 4 corporation; DESERT VISTA, INC., an
- 5 Arizona corporation; DESIGN
- 6 DRYWALL WEST, INC., a Colorado
- 7 corporation; DIVERSIFIED ROOFING
- 8 CORPORATION, an Arizona corporation;
- 9 DIXON BROTHERS INCORPORATED,
- 10 an Arizona corporation; MASCO
- 11 FRAMING HOLDING COMPANY LLC
- 12 D/B/A DOOR SALES &
- 13 INSTALLATIONS, LLC, an Arizona
- 14 limited liability company; DRRS
- 15 PLUMBING SERVICES, LLC d/b/a EPIC
- 16 PLUMBING, an Arizona limited liability
- 17 company; DVC CONSTRUCTION
- 18 COMPANY, INC., an Arizona
- 19 corporation; EMPIRE PLASTERING,
- 20 LLC, an Arizona limited liability company;
- 21 ERICKSON CONSTRUCTION, LLC, an
- 22 Arizona limited liability company;
- 23 HOLMES-HALLY INDUSTRIES INC., a
- 24 California corporation; INFINITY
- 25 BUILDING PRODUCTS, LLC, an
- 26 Arizona limited liability company;
- 27 INTEGRATED STUCCO, INC., an
- 28 Arizona corporation; MFF, INC. an
- Arizona corporation f/k/a MESA FULLY
- FORMED, LLC, an Arizona limited
- liability company; MPC CONTRACTING
- COMPANY, INC., an Arizona
- corporation; NORCRAFT COMPANIES,
- LP D/B/A MID CONTINENT
- CABINETRY, a Delaware limited
- partnership; OSBORNE STUCCO, INC.,
- an Arizona corporation; PARAMOUNT
- WINDOWS, LLC, an Arizona limited
- liability company; POCO VERDE
- LANDSCAPE, INC. n/k/a POCO VERDE
- POOLS AND LANDSCAPE, INC., an
- Arizona corporation; L.R. BORELLI INC.
- d/b/a PARTITIONS & ACCESSORIES,
- CO., an Arizona corporation; PORTER-
- JARVIS, LLC d/b/a JADE GRADING, an
- Arizona limited liability company; RCC
- HOLDINGS LLC d/b/a PRIMERA, an
- Arizona limited liability company;
- ROADRUNNER DRYWALL CORP., an
- Arizona corporation; SAN TAN
- ROOFING, INC.; an Arizona corporation;
- SOMBRERO PAINTING, INC., an
- Arizona corporation; SONORAN
- CONCRETE, LLC, an Arizona limited
- liability company; SPECIALTY



1 ROOFING, INC., an Arizona corporation;  
2 TOP GRADING & WASTE SERVICES,  
3 INC., an Arizona corporation; UNITED  
4 FENCE COMPANY, INC., an Arizona  
5 corporation; VW DIG, LLC, an Arizona  
6 limited liability company; WAYNE-  
7 DALTON CORP.; an Ohio corporation  
8 WESTERN STATES GLASS AND  
9 BUILDING PRODUCTS, INC., an  
Arizona corporation; WESTY'S SOIL  
COMPACTING COMPANY, INC., an  
Arizona corporation; WHITTON  
CONCRETE, INC., an Arizona  
corporation; XO WINDOWS, LLC, an  
Arizona limited liability company;  
BLACK CORPORATIONS I-XX; WHITE  
PARTNERSHIPS I-XX; and DOES I-XX

10 Defendants.

11  
12 Plaintiffs Continental Homes, Inc. and CHI Construction Company by and through  
13 undersigned counsel, hereby asserts that expert opinion testimony will be necessary to prove  
14 the standard of care, industry standard and/or liability for the claim.

15 RESPECTFULLY SUBMITTED this 24<sup>th</sup> day of October, 2014.

16  
17  
18 By: 

19 ROSARY A. HERNANDEZ

20 JASON R. MULLIS

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SUPERIOR COURT OF ARIZONA

COUNTY OF MARICOPA

CONTINENTAL HOMES, INC. a Delaware  
corporation; CHI CONSTRUCTION  
COMPANY, Arizona corporation, and DOES  
1-100, inclusive

Plaintiffs,

v.

ADAMS BROS INTERIORS & CABINETS,  
INC., an Arizona corporation; ALLIED  
MASONRY, LLC, an Arizona limited liability  
company; ALOHA GRADING, INC., an  
Arizona corporation; AMERICAN  
WOODMARK CORPORATION d/b/a  
TIMBERLAKE CABINET CO., a Virginia  
corporation; ANOZIRA STUCCO AND  
STONE WORKS, LLC, an Arizona limited  
liability company; ASPEN BLOCK, LLC, an  
Arizona limited liability company; AUSTIN  
ELECTRIC, INC., an Arizona corporation;  
BCI BEBOUT CONCRETE OF ARIZONA,  
INC., an Arizona corporation; BRETSTAR,  
INC. d/b/a D & M PAINTING, an Arizona  
corporation; BREWER ENTERPRISES,  
INC., an Arizona corporation; BUILDER  
SERVICES GROUP, INC. f/k/a MASCO  
CONTRACTOR SERVICES CENTRAL, INC.  
D/BA/ GALE CONTRACTOR SERVICES, a  
Florida corporation; BURROWS CONCRETE,  
LLC, an Arizona limited liability company;  
CANYON STATE DRYWALL, INC., an  
Arizona corporation; CATALINA ROOFING  
AND SUPPLY, INC., an Arizona corporation;

CASE NO. CV2014-013612

**CONTINENTAL HOMES, INC.'S  
AND CHI CONSTRUCTION  
COMPANY'S FIRST AMENDED  
COMPLAINT**

1. **DEMAND FOR  
ARBITRATION**
2. **EXPRESS  
INDEMNITY**
3. **BREACH OF  
CONTRACT**
4. **BREACH OF  
IMPLIED  
WARRANTY**
5. **NEGLIGENCE**
6. **IMPLIED  
INDEMNITY**
7. **DECLARATORY  
RELIEF - DUTY TO  
DEFEND**
8. **BREACH OF  
EXPRESS  
WARRANTY**

(Assigned to the Honorable Douglas  
Gerlach)





CHAS ROBERTS AIR CONDITIONING,  
 INC., an Arizona corporation; CLAYTON  
 GLASS & ACCESSORIES, INC., an Arizona  
 corporation; **COHACO BUILDING  
 SPECIALTIES, INC., an Arizona  
 corporation;** DESERT VISTA, INC., an  
 Arizona corporation; DESIGN DRYWALL  
 WEST, INC., a Colorado corporation;  
 DIVERSIFIED ROOFING CORPORATION,  
 an Arizona corporation; DIXON BROTHERS  
 INCORPORATED, an Arizona corporation;  
 MASCO FRAMING HOLDING COMPANY I  
 LLC d/b/a DOOR SALES &  
 INSTALLATIONS, LLC, an Arizona limited  
 liability company; DRRS PLUMBING  
 SERVICES, LLC d/b/a EPIC PLUMBING, an  
 Arizona limited liability company; DVC  
 CONSTRUCTION COMPANY, INC., an  
 Arizona corporation; **ELKAY SALES, INC.,  
 an Arizona corporation;** EMPIRE  
 PLASTERING, LLC, an Arizona limited  
 liability company; ERICKSON  
 CONSTRUCTION, LLC, an Arizona limited  
 liability company; HOLMES-HALLY  
 INDUSTRIES INC., a California corporation;  
**GECKO UNDERGROUND UTILITIES,  
 LLC, an Arizona limited liability company;**  
**GENERAL PLUMBING, INC., an Arizona  
 corporation;** INFINITY BUILDING  
 PRODUCTS, LLC, an Arizona limited liability  
 company; INTEGRATED STUCCO, INC., an  
 Arizona corporation; MESA FULLY  
 FORMED, LLC., an Arizona limited liability  
 company; MITCHELL ELECTRIC  
 COMPANY, INC., an Arizona corporation  
 n/k/s IES RESIDENTIAL, INC., a Delaware  
 corporation; **MOCSON UNDERGROUND,  
 LLC, an Arizona limited liability company;**  
 MPC CONTRACTING COMPANY, INC., an  
 Arizona corporation; **NEW ELECTRIC,  
 INC., an Arizona corporation;** NORCRAFT  
 COMPANIES, LP d/b/a MID CONTINENT  
 CABINETRY, a Delaware limited partnership;  
 OSBORNE STUCCO, INC., an Arizona  
 corporation; PARAMOUNT WINDOWS,  
 LLC, an Arizona limited liability company;  
 POCO VERDE LANDSCAPE, INC. n/k/a  
 POCO VERDE POOLS AND LANDSCAPE,  
 INC., an Arizona corporation; L.R. BORELLI  
 INC. d/b/a PARTITIONS & ACCESSORIES,  
 CO., an Arizona corporation; PORTER-  
 JARVIS, LLC d/b/a JADE GRADING, an  
 Arizona limited liability company; RCC  
 HOLDINGS LLC d/b/a PRIMERA, an Arizona  
 limited liability company; ROADRUNNER  
 DRYWALL CORP., an Arizona corporation;



1 **ROBERT MCDANIEL CONSTRUCTION,**  
2 **LLC, an Arizona limited liability company;**  
3 **ROCONCRETE, LLC, an Arizona limited**  
4 **liability company; SAN TAN ROOFING,**  
5 **INC.; an Arizona corporation; SCHUCK &**  
6 **SONS CONSTRUCTION CO., INC., an**  
7 **Arizona corporation; SOMBRERO**  
8 **PAINTING, INC., an Arizona corporation;**  
9 **SONORAN CONCRETE, LLC, an Arizona**  
10 **limited liability company; SPECIALTY**  
11 **ROOFING, INC., an Arizona corporation; TOP**  
12 **GRADING & WASTE SERVICES, INC., an**  
13 **Arizona corporation; UNITED FENCE**  
14 **COMPANY, INC., an Arizona corporation;**  
15 **UNITED SUBCONTRACTORS, INC.**  
16 **D/B/A MESA INSULATION, an Utah**  
17 **corporation; VW DIG, LLC, an Arizona**  
18 **limited liability company; WAYNE-DALTON**  
19 **CORP.; an Ohio corporation WESTERN**  
20 **STATES GLASS AND BUILDING**  
21 **PRODUCTS, INC., an Arizona corporation;**  
22 **WESTY'S SOIL COMPACTING COMPANY,**  
23 **INC., an Arizona corporation; WHITTON**  
24 **CONCRETE, INC., an Arizona corporation;**  
25 **XO WINDOWS, LLC, an Arizona limited**  
26 **liability company; BLACK CORPORATIONS**  
**I-XX; WHITE PARTNERSHIPS I-XX; and**  
**DOES I-XX**

Defendants.

Plaintiffs Continental Homes, Inc., and CHI Construction Company (collectively "Plaintiffs"), through undersigned counsel hereby respectfully submit their First Amended Complaint against Defendants as follows:

**JURISDICTION**

1. Continental Homes, Inc. was at all times material hereto a Delaware corporation authorized to do business and was doing business in the County of Maricopa, State of Arizona.

2. CHI Construction Company was at all times material hereto an Arizona corporation authorized to do business and was doing business within the County of Maricopa, State of Arizona.

3. Upon information and belief, Defendant Adams Bros Interiors & Cabinets, Inc. was at all times material hereto an Arizona Corporation authorized to do business



1 and was doing business within the County of Maricopa, State of Arizona. Adams Bros  
2 Interiors & Cabinets, Inc. entered into contract(s) with Plaintiffs, and/or their duly  
3 authorized agent(s), wherein it agreed to provide construction materials and perform  
4 work at the subject property, The Homestead project is located in the city of Maricopa,  
5 County of Pinal, State of Arizona (hereinafter the "Project").

6 4. Upon information and belief, Defendant Allied Masonry, LLC was at all  
7 times material hereto an Arizona limited liability company authorized to do business and  
8 was doing business within the County of Maricopa, State of Arizona. Allied Masonry,  
9 LLC entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
10 wherein it agreed to provide construction materials and perform work at the Project.

11 5. Upon information and belief, Defendant Aloha Grading, Inc. was at all  
12 times material hereto an Arizona corporation authorized to do business and was doing  
13 business within the County of Maricopa, State of Arizona. Aloha Grading, Inc. entered  
14 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
15 provide construction materials and perform work at the Project.

16 6. Upon information and belief, Defendant American Woodmark Corporation  
17 d/b/a Timberlake Cabinet Co. was at all times material hereto a Virginia corporation  
18 authorized to do business within the County of Maricopa, State of Arizona. American  
19 Woodmark Corporation d/b/a Timberlake Cabinet Co. entered into contract(s) with  
20 Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction  
21 materials and perform work at the Project.

22 7. Upon information and belief, Defendant Anozira Stucco and Stone Works,  
23 LLC was at all times material hereto an Arizona limited liability company authorized to  
24 do business and was doing business within the County of Maricopa, State of Arizona.  
25 Anozira Stucco and Stone Works, LLC entered into contract(s) with Plaintiffs, and/or  
26 their duly authorized agent(s), wherein it agreed to provide construction materials and  
perform work at the Project.

8. Upon information and belief, Defendant Aspen Block, LLC was at all times



1 material hereto an Arizona limited liability company authorized to do business and was  
2 doing business within the County of Maricopa, State of Arizona. Aspen Block, LLC  
3 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
4 agreed to provide construction material and perform work at the Project.

5 9. Upon information and belief, Defendant Austin Electric, Inc. was at all  
6 times material hereto an Arizona corporation authorized to do business and was doing  
7 business within the County of Maricopa, State of Arizona. Austin Electric, Inc. entered  
8 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
9 provide construction material and perform work at the Project.

10 10. Upon information and belief, Defendant BCI Bebout Concrete of Arizona,  
11 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
12 was doing business within the County of Maricopa, State of Arizona. BCI Bebout  
13 Concrete of Arizona, Inc. entered into contract(s) with Plaintiffs, and/or their duly  
14 authorized agent(s), wherein it agreed to provide construction material and perform work  
15 at the Project.

16 11. Upon information and belief, Defendant Bretstar, Inc. d/b/a D & M  
17 Painting was at all times material hereto an Arizona corporation authorized to do business  
18 and was doing business within the County of Maricopa, State of Arizona. Bretstar, Inc.  
19 d/b/a D & M Painting entered into contract(s) with Plaintiffs, and/or their duly authorized  
20 agent(s), wherein it agreed to provide construction material and perform work at the  
21 Project.

22 12. Upon information and belief, Defendant Brewer Enterprises, Inc. was at all  
23 times material hereto an Arizona corporation authorized to do business and was doing  
24 business within the County of Maricopa, State of Arizona. Brewer Enterprises, Inc.  
25 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
26 agreed to provide construction material and perform work at the Project.

13. Upon information and belief, Defendant Builder Services Group, Inc. f/k/a  
Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services was at all times





1 material hereto a Florida corporation authorized to do business and was doing business  
2 within the County of Maricopa, State of Arizona. Builder Services Group, Inc. f/k/a  
3 Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services entered into  
4 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
5 provide construction material and perform work at the Project.

6 14. Upon information and belief, Defendant Burrows Concrete, LLC was at all  
7 times material hereto an Arizona limited liability company authorized to do business and  
8 was doing business within the County of Maricopa, State of Arizona. Burrows Concrete,  
9 LLC entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
10 wherein it agreed to provide construction materials and perform work at the Project.

11 15. Upon information and belief, Defendant Canyon State Drywall, Inc. was at  
12 all times material hereto an Arizona corporation authorized to do business and was doing  
13 business within the County of Maricopa, State of Arizona. Canyon State Drywall, Inc.  
14 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
15 agreed to provide construction materials and perform work at the Project.

16 16. Upon information and belief, Defendant Catalina Roofing and Supply, Inc.  
17 was at all times material hereto an Arizona corporation authorized to do business and was  
18 doing business within the County of Maricopa, State of Arizona. Catalina Roofing and  
19 Supply, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
20 wherein it agreed to provide construction materials and perform work at the Project.

21 17. Upon information and belief, Defendant Chas Roberts Air Conditioning,  
22 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
23 was doing business within the County of Maricopa, State of Arizona. Chas Roberts Air  
24 Conditioning, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
25 agent(s), wherein it agreed to provide construction materials and perform work at the  
26 Project.

18. Upon information and belief, Defendant Clayton Glass & Accessories, Inc.  
was at all times material hereto an Arizona corporation authorized to do business and was



1 doing business within the County of Maricopa, State of Arizona. Clayton Glass &  
2 Accessories, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
3 agent(s), wherein it agreed to provide construction materials and perform work at the  
4 Project.

5 19. Upon information and belief, Defendant Cohaco Building Specialties, Inc.  
6 was at all times material hereto an Arizona corporation authorized to do business and was  
7 doing business within the County of Maricopa, State of Arizona. Cohaco Building  
8 Specialties, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
9 agent(s), wherein it agreed to provide construction materials and perform work at the  
10 Project.

11 20. Upon information and belief, Defendant Desert Vista, Inc. was at all times  
12 material hereto an Arizona corporation authorized to do business and was doing business  
13 within the County of Maricopa, State of Arizona. Desert Vista, Inc. entered into  
14 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
15 provide construction materials and perform work at the Project.

16 21. Upon information and belief, Defendant Design Drywall West, Inc. was at  
17 all times material hereto a Colorado corporation authorized to do business and was doing  
18 business within the County of Maricopa, State of Arizona. Design Drywall West, Inc.  
19 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
20 agreed to provide construction materials and perform work at the Project.

21 22. Upon information and belief, Defendant Diversified Roofing Corporation  
22 was at all times material hereto an Arizona corporation authorized to do business and was  
23 doing business within the County of Maricopa, State of Arizona. Diversified Roofing  
24 Corporation entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
25 wherein it agreed to provide construction materials and perform work at the Project.

26 23. Upon information and belief, Defendant Dixon Brothers Incorporated was  
at all times material hereto an Arizona corporation authorized to do business and was  
doing business within the County of Maricopa, State of Arizona. Dixon Brothers



1 Incorporated entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
2 wherein it agreed to provide construction materials and perform work at the Project.

3 24. Upon information and belief, Defendant Masco Framing Holding Company  
4 I LLC d/b/a Door Sales & Installations, LLC, was at all times material hereto an Arizona  
5 limited liability company authorized to do business and was doing business within the  
6 County of Maricopa, State of Arizona. Masco Framing Holding Company I LLC d/b/a  
7 Door Sales & Installations, LLC entered into contract(s) with Plaintiffs, and/or their duly  
8 authorized agent(s), wherein it agreed to provide construction materials and perform  
9 work at the Project.

10 25. Upon information and belief, Defendant DRRS Plumbing Services, LLC  
11 d/b/a Epic Plumbing was at all times material hereto an Arizona limited liability company  
12 authorized to do business and was doing business within the County of Maricopa, State  
13 of Arizona. DRRS Plumbing Services, LLC d/b/a Epic Plumbing entered into contract(s)  
14 with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
15 construction materials and perform work at the Project.

16 26. Upon information and belief, Defendant DVC Construction Company, Inc.  
17 was at all times material hereto an Arizona corporation authorized to do business and was  
18 doing business within the County of Maricopa, State of Arizona. DVC Construction  
19 Company, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
20 agent(s), wherein it agreed to provide construction materials and perform work at the  
21 Project.

22 27. Upon information and belief, Defendant Elkay Sales, Inc. was at all times  
23 material hereto an Arizona corporation authorized to do business and was doing business  
24 within the County of Maricopa, State of Arizona. Elkay Sales, Inc. entered into  
25 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
26 provide construction materials and perform work at the Project.

28. Upon information and belief, Defendant Empire Plastering, LLC was at all  
times material hereto an Arizona limited liability company authorized to do business and



1 was doing business within the County of Maricopa, State of Arizona. Empire Plastering,  
2 LLC entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
3 wherein it agreed to provide construction materials and perform work at the Project.

4 29. Upon information and belief, Defendant Erickson Construction, LLC was  
5 at all times material hereto an Arizona limited liability company authorized to do  
6 business and was doing business within the County of Maricopa, State of Arizona.  
7 Erickson Construction, LLC entered into contract(s) with Plaintiffs, and/or their duly  
8 authorized agent(s), wherein it agreed to provide construction materials and perform  
9 work at the Project.

10 30. Upon information and belief, Defendant Holmes-Hally Industries Inc. was  
11 at all times material hereto a California corporation authorized to do business and was  
12 doing business within the County of Maricopa, State of Arizona. Holmes-Hally  
13 Industries, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
14 agent(s), wherein it agreed to provide construction materials and perform work at the  
15 Project.

16 31. Upon information and belief, Defendant Gecko Underground Utilities, LLC  
17 was at all times material hereto an Arizona limited liability company authorized to do  
18 business and was doing business within the County of Maricopa, State of Arizona.  
19 Gecko Underground Utilities, LLC entered into contract(s) with Plaintiffs, and/or their  
20 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
21 work at the Project.

22 32. Upon information and belief, Defendant General Plumbing, Inc. was at all  
23 times material hereto a California corporation authorized to do business and was doing  
24 business within the County of Maricopa, State of Arizona. General Plumbing, Inc.  
25 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
26 agreed to provide construction materials and perform work at the Project.

33. Upon information and belief, Defendant Infinity Building Products, LLC  
was at all times material hereto an Arizona limited liability company authorized to do





1 business and was doing business within the County of Maricopa, State of Arizona.  
2 Infinity Building Products, LLC entered into contract(s) with Plaintiffs, and/or their duly  
3 authorized agent(s), wherein it agreed to provide construction materials and perform  
4 work at the Project.

5 34. Upon information and belief, Defendant Integrated Stucco, Inc. was at all  
6 times material hereto an Arizona corporation authorized to do business and was doing  
7 business within the County of Maricopa, State of Arizona. Integrated Stucco, Inc.  
8 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
9 agreed to provide construction materials and perform work at the Project.

10 35. Upon information and belief, Defendant Mesa Fully Formed, LLC was at  
11 all times material hereto an Arizona limited liability company was at all times material  
12 hereto an Arizona limited liability company authorized to do business and was doing  
13 business within the County of Maricopa, State of Arizona. Mesa Fully Formed, LLC  
14 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
15 agreed to provide construction materials and perform work at the Project.

16 36. Upon information and belief, Defendant Mitchell Electric Company, Inc.,  
17 an Arizona corporation n/k/a IES Residential, Inc., a Delaware corporation was at all  
18 times material hereto an Arizona corporation authorized to do business and was doing  
19 business within the County of Maricopa, State of Arizona. Mitchell Electric Company,  
20 Inc. n/k/a IES Residential, Inc. entered into contract(s) with Plaintiffs, and/or their duly  
21 authorized agent(s), wherein it agreed to provide construction materials and perform  
22 work at the Project.

23 37. Upon information and belief, Defendant Mocson Underground, LLC was at  
24 all times material hereto an Arizona limited liability company authorized to do business  
25 and was doing business within the County of Maricopa, State of Arizona. Mocson  
26 Underground, LLC entered into contract(s) with Plaintiffs, and/or their duly authorized  
agent(s), wherein it agreed to provide construction materials and perform work at the  
Project.



1           38.    Upon information and belief, Defendant MPC Contracting Company, Inc.  
2 was at all times material hereto an Arizona corporation authorized to do business and was  
3 doing business within the County of Maricopa, State of Arizona. MPC Contracting  
4 Company, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
5 agent(s), wherein it agreed to provide construction materials and perform work at the  
6 Project.

7           39.    Upon information and belief, Defendant New Electric, Inc. was at all times  
8 material hereto an Arizona corporation authorized to do business and was doing business  
9 within the County of Maricopa, State of Arizona. New Electric, Inc. entered into  
10 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
11 provide construction materials and perform work at the Project.

12           40.    Upon information and belief, Defendant Norcraft Companies, LP d/b/a Mid  
13 Continent Cabinetry was at all times material hereto a Delaware limited partnership  
14 authorized to do business and was doing business within the County of Maricopa, State  
15 of Arizona. Norcraft Companies, LP d/b/a Mid Continent Cabinetry entered into  
16 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
17 provide construction materials and perform work at the Project.

18           41.    Upon information and belief, Defendant Osborne Stucco, Inc. was at all  
19 times material hereto an Arizona corporation authorized to do business and was doing  
20 business within the County of Maricopa, State of Arizona. Osborne Stucco, Inc. entered  
21 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
22 provide construction materials and perform work at the Project.

23           42.    Upon information and belief, Defendant Paramount Windows, LLC was at  
24 all times material hereto an Arizona limited liability company authorized to do business  
25 and was doing business within the County of Maricopa, State of Arizona. Upon  
26 information and belief, Paramount Windows, LLC manufactured and supplied allegedly  
defective windows at the Project.

          43.    Upon information and belief, Defendant Poco Verde Landscape, Inc. n/k/a



1 Poco Verde Pools and Landscape, Inc. was at all times material hereto an Arizona  
2 corporation authorized to do business and was doing business within the County of  
3 Maricopa, State of Arizona. Poco Verde Landscape, Inc. n/k/a Poco Verde Pools and  
4 Landscape, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
5 agent(s), wherein it agreed to provide construction materials and perform work at the  
6 Project.

7 44. Upon information and belief, Defendant L.R. Borelli Inc. d/b/a Partitions &  
8 Accessories, Co. was at all times material hereto an Arizona corporation authorized to do  
9 business and was doing business within the County of Maricopa, State of Arizona. L.R.  
10 Borelli Inc. d/b/a Partitions & Accessories, Co. entered into contract(s) with Plaintiffs,  
11 and/or their duly authorized agent(s), wherein it agreed to provide construction materials  
12 and perform work at the Project.

13 45. Upon information and belief, Defendant Porter-Jarvis, LLC d/b/a Jade  
14 Grading was at all times material hereto an Arizona limited liability company authorized  
15 to do business and was doing business within the County of Maricopa, State of Arizona.  
16 Porter-Jarvis, LLC d/b/a Jade Grading entered into contract(s) with Plaintiffs, and/or their  
17 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
18 work at the Project.

19 46. Upon information and belief, Defendant RCC Holdings LLC d/b/a Primera  
20 was at all times material hereto an Arizona limited liability company authorized to do  
21 business and was doing business within the County of Maricopa, State of Arizona. RCC  
22 Holdings LLC d/b/a Primera entered into contract(s) with Plaintiffs, and/or their duly  
23 authorized agent(s), wherein it agreed to provide construction materials and perform  
24 work at the Project.

25 47. Upon information and belief, Defendant Roadrunner Drywall Corp. was at  
26 all times material hereto an Arizona corporation authorized to do business and was doing  
business within the County of Maricopa, State of Arizona. Roadrunner Drywall Corp.  
entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it



1 agreed to provide construction materials and perform work at the Project.

2 48. Upon information and belief, Defendant Robert McDaniel Construction,  
3 LLC was at all times material hereto an Arizona limited liability corporation authorized  
4 to do business and was doing business within the County of Maricopa, State of Arizona.  
5 Robert McDaniel Construction, LLC entered into contract(s) with Plaintiffs, and/or their  
6 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
7 work at the Project.

8 49. Upon information and belief, Defendant Roconcrete, LLC was at all times  
9 material hereto an Arizona limited liability corporation authorized to do business and was  
10 doing business within the County of Maricopa, State of Arizona. Roconcrete, LLC  
11 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
12 agreed to provide construction materials and perform work at the Project.

13 50. Upon information and belief, Defendant San Tan Roofing, Inc. was at all  
14 times material hereto an Arizona corporation authorized to do business and was doing  
15 business within the County of Maricopa, State of Arizona. San Tan Roofing, Inc. entered  
16 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
17 provide construction materials and perform work at the Project.

18 51. Upon information and belief, Defendant Schuck & Sons Construction Co.,  
19 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
20 was doing business within the County of Maricopa, State of Arizona. Schuck & Sons  
21 Construction Co., Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
22 agent(s), wherein it agreed to provide construction materials and perform work at the  
23 Project.

24 52. Upon information and belief, Defendant Sombrero Painting, Inc. was at all  
25 times material hereto an Arizona corporation authorized to do business and was doing  
26 business within the County of Maricopa, State of Arizona. Sombrero Painting, Inc.  
entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
agreed to provide construction materials and perform work at the Project.





1           53.    Upon information and belief, Defendant Sonoran Concrete, LLC was at all  
2 times material hereto an Arizona limited liability company authorized to do business and  
3 was doing business within the County of Maricopa, State of Arizona. Sonoran Concrete,  
4 LLC entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
5 wherein it agreed to provide construction materials and perform work at the Project.

6           54.    Upon information and belief, Defendant Specialty Roofing, Inc. was at all  
7 times material hereto an Arizona corporation authorized to do business and was doing  
8 business within the County of Maricopa, State of Arizona. Specialty Roofing, Inc.  
9 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
10 agreed to provide construction materials and perform work at the Project.

11           55.    Upon information and belief, Defendant Top Grading & Waste Services,  
12 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
13 was doing business within the County of Maricopa, State of Arizona. Top Grading &  
14 Waste Services, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
15 agent(s), wherein it agreed to provide construction materials and perform work at the  
16 Project.

17           56.    Upon information and belief, Defendant United Fence Company, Inc. was  
18 at all times material hereto an Arizona corporation authorized to do business and was  
19 doing business within the County of Maricopa, State of Arizona. United Fence  
20 Company, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
21 agent(s), wherein it agreed to provide construction materials and perform work at the  
22 Project.

23           57.    Upon information and belief, Defendant United Subcontractors, Inc. d/b/a  
24 Mesa Insulation, a Utah corporation was at all times material hereto an Arizona  
25 corporation authorized to do business and was doing business within the County of  
26 Maricopa, State of Arizona. United Subcontractors, Inc. d/b/a Mesa Insulation entered  
into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
provide construction materials and perform work at the Project.



1           58. Upon information and belief, Defendant VW Dig, LLC was at all times  
2 material hereto an Arizona limited liability company authorized to do business and was  
3 doing business within the County of Maricopa, State of Arizona. VW Dig, Inc. entered  
4 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
5 provide construction materials and perform work at the Project.

6           59. Upon information and belief, Defendant Wayne-Dalton Corp. was at all  
7 times material hereto an Ohio corporation authorized to do business and was doing  
8 business within the County of Maricopa, State of Arizona. Wayne-Dalton Corp. entered  
9 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
10 provide construction materials and perform work at the Project.

11           60. Upon information and belief, Defendant Western States Glass and Building  
12 Products, Inc. was at all times material hereto an Arizona corporation authorized to do  
13 business and was doing business within the County of Maricopa, State of Arizona.  
14 Western States Glass and Building Products, Inc. entered into contract(s) with Plaintiffs,  
15 and/or their duly authorized agent(s), wherein it agreed to provide construction materials  
16 and perform work at the Project.

17           61. Upon information and belief, Defendant Westy's Soil Compacting  
18 Company, Inc. was at all times material hereto an Arizona corporation authorized to do  
19 business and was doing business within the County of Maricopa, State of Arizona.  
20 Westy's Soil Compacting Co., Inc. entered into contract(s) with Plaintiffs, and/or their  
21 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
22 work at the Project.

23           62. Upon information and belief, Defendant Whitton Concrete, Inc. was at all  
24 times material hereto an Arizona corporation authorized to do business and was doing  
25 business within the County of Maricopa, State of Arizona. Whitton Concrete, Inc.  
26 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it  
agreed to provide construction materials and perform work at the Project.

          63. Upon information and belief, Defendant XO Windows, LLC was at all



1 times material hereto an Arizona limited liability company authorized to do business and  
2 was doing business within the County of Maricopa, State of Arizona. Upon information  
3 and belief, XO Windows, LLC manufactured and supplied allegedly defective windows  
4 at the Project.

5 64. Upon information and belief, Defendants Black Corporations I – XX are  
6 fictitious names whose true names are not known to Plaintiffs at this time. Plaintiffs  
7 request permission to insert the true names of these Defendants at such time as the true  
8 names are discovered with the same effect as if such names had been set forth  
specifically herein.

9 65. Upon information and belief, Defendants White Partnerships I – XX are  
10 fictitious names whose true names are not known to Plaintiffs at this time. Plaintiffs  
11 request permission to insert the true names of these Defendants at such time as the true  
12 names are discovered with the same effect as if such names had been set forth  
13 specifically herein.

14 66. Upon information and belief, Defendants Does I – XX are fictitious names  
15 whose true names are not known to Plaintiffs at this time. Plaintiffs request permission to  
16 insert the true names of these Defendants at such time as the true names are discovered  
17 with the same effect as if such names had been set forth specifically herein.

18 67. Venue is proper before this Court pursuant to A.R.S. § 12-401(5), (7), (12)  
19 and (18).

20 68. As used throughout this Complaint, Adams Bros Interiors & Cabinets, Inc.;  
21 Allied Masonry, LLC; Aloha Grading, Inc.; American Woodmark Corporation d/b/a  
22 Timberlake Cabinet Co.; Anozira Stucco and Stone Works, LLC; Aspen Block, LLC;  
23 Austin Electric, Inc.; BCI Bebout Concrete of Arizona, Inc.; Bretstar, Inc. d/b/a D & M  
24 Painting; Brewer Enterprises, Inc.; Builder Services Group, Inc. f/k/a Masco Contractor  
25 Services Central, Inc. d/b/a Gale Contractor Services; Burrows Concrete, LLC; Canyon  
26 State Drywall, Inc.; Catalina Roofing and Supply, Inc.; Chas Roberts Air Conditioning,  
Inc.; Clayton Glass & Accessories, Inc.; Cohaco Building Specialties, Inc.; Desert Vista,



1 Inc.; Design Drywall West, Inc.; Diversified Roofing Corporation; Dixon Brothers  
2 Incorporated; Masco Framing Holding Company LLC d/b/a Door Sales & Installations,  
3 LLC; DRRS Plumbing Services, LLC d/b/a Epic Plumbing; DVC Construction  
4 Company, Inc.; Elkay Sales, Inc.; Empire Plastering, LLC; Erickson Construction, LLC;  
5 Gecko Underground Utilities, LLC; General Plumbing, Inc.; Holmes-Hally Industries,  
6 Inc.; Infinity Building Products, LLC; Integrated Stucco, Inc.; Mesa Fully Formed, LLC;  
7 Mitchell Electric Company, Inc. n/k/a IES Residential, Inc.; Mocson Underground, LLC;  
8 MPC Contracting Company, Inc.; New Electric, Inc.; Norcraft Companies, LP d/b/a Mid  
9 Continent Cabinetry; Osborne Stucco, Inc.; Paramount Windows, LLC; Poco Verde  
10 Landscape, Inc. n/k/a Poco Verde Pools and Landscape, Inc.; L.R. Borelli Inc. d/b/a  
11 Partitions & Accessories, Co.; Porter-Jarvis, LLC d/b/a Jade Grading; RCC Holdings  
12 LLC d/b/a Primera; Roadrunner Drywall Corp.; Robert McDaniel Construction, LLC;  
13 Roconcrete, LLC; San Tan Roofing, Inc.; Schuck & Sons Construction Co., Inc.;  
14 Sombrero Painting, Inc.; Sonoran Concrete, LLC; Specialty Roofing, Inc.; Top Grading  
15 & Waste Services, Inc.; United Fence Company, Inc.; United Subcontractors, Inc. d/b/a  
16 Mesa Insulation; VW Dig, LLC; Wayne-Dalton Corp.; Western States Glass and  
17 Building Products, Inc.; Westy's Soil Compacting Company, Inc.; Whitton Concrete,  
18 Inc.; and XO Windows, LLC are collectively referred to as "Subcontractor Defendants."  
The term "Subcontractor Defendants" shall also include fictitious named defendants.

19 69. Upon information and belief, pursuant to indemnity language contained in  
20 the above-referenced contracts, each Subcontractor Defendant has an obligation to  
21 indemnify Plaintiffs for alleged defects arising from its respective work, materials  
22 supplied, and/or professional services.

23 70. Upon information and belief, pursuant to language contained in the above-  
24 referenced contracts and as may otherwise apply by law, each Subcontractor Defendant  
25 has an obligation to defend Plaintiffs for alleged defects arising from its respective work  
26 and/or professional services.

71. The owners of certain residences within the Project have alleged





1 construction defects associated with various components of their homes including, but  
2 not limited to, concrete slabs, stucco, water intrusion membranes, roofs, floors/floor  
3 coverings, walls, ceilings, drywall, cabinets, doors and windows, sliding glass doors,  
4 shear walls, concrete flatwork, sheet metal, insulation, electrical systems, HVAC  
5 systems, pavement system, plumbing and plumbing fixtures, irrigation systems, soils,  
6 grading, framing, stairs, foundations, garage doors, shower doors, mirrors, drainage,  
7 paint, fences, fireplaces/chimneys, trim carpentry, decks and structural systems, and other  
8 areas.

9 72. The homeowners that have alleged damages resulting from the defects  
10 listed above are identified in **Exhibit "A"**. Upon information and belief, other  
11 homeowners may be bringing similar claims in addition to those identified in Exhibit "A"  
12 and should those claims be brought, Plaintiffs request permission to insert the names of  
13 these additional homeowners at such time as the true names are discovered with the same  
14 effect as if such names had been set forth specifically herein.

15 73. If the homeowners' allegations are true, then any and all damages claimed  
16 by them are directly and proximately caused by the defective, negligent, careless and/or  
17 reckless construction work and/or professional services and/or defective  
18 materials/products/systems supplied by Subcontractor Defendants.

19 74. Each Subcontractor Defendant received reasonable notice of the  
20 homeowners' claims and had an opportunity to defend Plaintiffs.

21 75. Notwithstanding Plaintiffs' invitations and demands to participate in pre-  
22 litigation negotiations and defend Plaintiffs, each Subcontractor Defendant has thus far  
23 failed to do so.

24 76. As a result of each of Subcontractor Defendants' refusal to defend and  
25 indemnify, Plaintiffs have been forced to defend themselves and continue to incur  
26 substantial attorneys' fees, expert fees, and costs.

77. Each Subcontractor Defendant expressly and/or impliedly warranted that its  
work would be performed in a good and workmanlike manner, be free from defect, and



1 that its products and materials would not be defective.

2 78. Each Subcontractor Defendant expressly agreed to obtain additional insured  
3 endorsements naming Plaintiffs as additional insureds under their respective policies of  
4 insurance.

5 79. Each Subcontractor Defendant owed Plaintiffs a duty to ensure its work  
6 was performed in accordance with, among other things, applicable construction standards  
7 and the applicable project documents, including plans and specifications, and that its  
8 products were without defect.

### 9 **FIRST CAUSE OF ACTION**

#### 10 **Demand for Arbitration** **[All Subcontractor Defendants]**

11 80. Plaintiffs fully incorporate herein by reference all allegations contained in  
12 Paragraphs 1 through 79 of this Complaint.

13 81. Upon information and belief, each Subcontractor Defendant entered into  
14 written agreements with Plaintiffs to resolve any and all disputes through binding  
15 arbitration.

16 82. This Complaint is intended to toll any applicable statutes of limitation  
17 and/or statutes of repose. Plaintiffs do not waive their rights and expressly reserve their  
18 right to resolve the subject matter of this Complaint through arbitration. Plaintiffs'  
19 Demand for Arbitration is attached hereto as **Exhibit "B"**. Alternatively, should this  
20 Court or other tribunal of competent jurisdiction determine that arbitration of the subject  
21 matter of this Complaint is not required or otherwise invalid or unenforceable under the  
22 parties' written agreements, Plaintiffs bring the remaining causes of action before this  
23 Court.

24 83. It is the express intent of Plaintiffs to resolve the subject matter of this  
25 Complaint against Subcontractor Defendants through arbitration, but to date, the  
26 Subcontractor Defendants have refused to arbitrate Plaintiffs' Claims.

84. Pursuant to Arizona Revised Statutes Section 12-3007, Plaintiffs request an



1 Order compelling Subcontractor Defendants to arbitrate in accordance with the written  
2 arbitration agreements.

### 3 **SECOND CAUSE OF ACTION**

#### 4 **Express Indemnity** 5 **[All Subcontractor Defendants]**

6 85. Plaintiffs fully incorporate herein by reference all allegations contained in  
7 Paragraphs 1 through 84 of this Complaint.

8 86. Each agreement between Plaintiffs and each Subcontractor Defendant  
9 contained language pursuant to which each Subcontractor Defendant agreed to indemnify  
10 and hold Plaintiffs harmless.

11 87. The acts of the Subcontractor Defendants are the direct and proximate  
12 cause, in whole or in part, of the damages alleged by the homeowners.

13 88. Plaintiffs are entitled to be indemnified by Subcontractor Defendants for all  
14 such losses or damages they have sustained, or will sustain, as the result of settlement,  
15 judgment, award, and/or compromise.

16 89. As a result of the claims against and damages incurred by Plaintiffs, it has  
17 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
18 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees,  
19 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and  
20 arbitration demanded above, and any arbitration, action, or other suit brought by the  
21 homeowners, including any amount paid as a result of settlement, judgment, award, or  
22 compromise.

### 23 **THIRD CAUSE OF ACTION**

#### 24 **Breach of Contract** 25 **[All Subcontractor Defendants]**

26 90. Plaintiffs fully incorporate herein by reference all allegations contained in  
27 paragraphs 1 through 89 of this Complaint.

91. Subcontractor Defendants also agreed under the one or more contracts with



1 Plaintiffs to conduct their work in a good and workmanlike manner in compliance with  
2 the plans and specifications, applicable building codes and guidelines of the Arizona  
3 Registrar of Contractors, and to complete work that is free from defects. Additionally,  
4 Subcontractor Defendants agreed to supply materials that would be of merchantable  
5 quality and reasonably fit for its intended purpose.

6 92. Subcontractor Defendants have breached their respective contracts by  
7 failing to perform their work in compliance with said contractual obligations.

8 93. Upon information and belief, Subcontractor Defendants were also  
9 contractually obligated to obtain specific insurance coverage. The subcontracts contain  
10 the following insurance provision:

11 Commercial general liability insurance with minimum limits of  
12 \$1,000,000 combined single limit per occurrence, (\$1,000,000 general  
13 aggregate, and \$1,000,000 products/completed operations aggregate). The  
14 aggregate limits shall apply separately on each project, contract, job or  
15 phase. Subcontractor agrees that each contract signed shall represent and  
16 be deemed a separate and distinct project. The commercial general  
17 liability insurance shall be on the 07/98 ISO form or an equivalent and  
18 shall specifically include coverage for Subcontractor's obligations under  
19 any indemnification/hold harmless provisions in the Contract. The  
20 commercial general liability policy shall be endorsed to include CHI  
21 Construction Company, D.R. Horton, Inc., their respective subsidiaries,  
22 affiliates, partnerships, joint ventures and limited liability companies and  
23 their respective partners, members, directors, officers, employees and  
24 agents as additional insureds (collectively, the "Additional Insureds"),  
25 using form CG20101185 or an equivalent form, with respect to any  
26 claims, losses, expenses or other costs arising out of the Contract and shall  
also be endorsed as primary coverage with respect to any other insurance  
which may be carried by the Additional Insureds. It is expressly agreed  
that any other insurance covering Additional Insured, is excess over and  
non-contributing with Subcontractor's commercial general liability  
insurance.

94. Subcontractor Defendants have breached their respective contracts by  
failing to procure the required insurance and additional insured endorsements on their  
respective insurance policies.

95. As the result of Subcontractor Defendants' individual breaches of contract,





1 Plaintiffs have incurred damages and will continue to incur damages, including attorneys'  
2 fees, expert fees, pre-judgment interest, and other expenses.

3 96. The homeowners' claims against Plaintiffs for damages to their homes are  
4 the result, in whole or in part, of the acts and/or omissions of Subcontractor Defendants.

5 97. Plaintiffs are entitled to be indemnified and held harmless by Subcontractor  
6 Defendants, and each of them, for their share of all such loss or damage incurred by  
7 Plaintiffs as the result of any settlement, compromise, judgment, or award that may  
8 occur.

9 98. As a result of the claims against and damages incurred by Plaintiffs, it has  
10 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
11 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees,  
12 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and  
13 arbitration demanded above, and any arbitration, action, or other suit brought by the  
14 homeowners, including any amount paid as a result of settlement, judgment, award, or  
15 compromise.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Breach of Implied Warranty of Workmanship** 18 **[All Subcontractor Defendants]**

19 99. Plaintiffs fully incorporate herein by reference all allegations contained in  
20 Paragraphs 1 through 98 of this Complaint.

21 100. Subcontractor Defendants impliedly warranted that their  
22 materials/products/systems would be of merchantable quality and reasonably fit for its  
23 intended purpose and that the work and labor performed under any agreement or  
24 instruction would be done in a careful and workmanlike manner in conformance with  
25 Arizona construction standards and/or practices and all applicable project documents,  
26 including the plans, specifications, and scopes of work.

101. Based upon the allegations raised by the homeowners, and/or damages  
incurred by the Plaintiffs, the warranties referenced above and provided by Subcontractor



1 Defendants have been breached as the workmanship and labor were not performed in a  
2 workmanlike manner or in accordance with Arizona construction standards and/or  
3 practices, and the materials were not reasonably fit for their intended purpose and of a  
4 merchantable quality and free from defects.

5 102. As a result of these breaches of such warranties, Plaintiffs have suffered  
6 direct and consequential damages in amounts as set forth above.

7 103. As a result of the claims against and damages incurred by Plaintiffs, it has  
8 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
9 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees,  
10 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and  
11 arbitration demanded above, and any arbitration, action, or other suit brought by the  
12 homeowners, including any amount paid as a result of settlement, judgment, award, or  
13 compromise.

### 14 **FIFTH CAUSE OF ACTION**

#### 15 **Negligence**

#### 16 **[All Subcontractor Defendants]**

17 104. Plaintiffs fully incorporate herein by reference all allegations contained in  
18 Paragraphs 1 through 103 of this Complaint.

19 105. Subcontractor Defendants owed a duty to Plaintiffs to ensure that their  
20 work would be performed in a workmanlike manner and in accordance with Arizona  
21 construction standards and practices and that materials so provided would be free from  
22 material defects and/or fit for their intended or represented purpose.

23 106. At all times relevant herein, Subcontractor Defendants owed a duty of  
24 reasonable care to Plaintiffs to ensure the plumbing systems and component parts were  
25 properly designed, distributed, tested, manufactured, developed, marketed, selected, and  
26 installed at the Project.

107. Subcontractor Defendants knew, or should have known, that the breach of  
those duties would cause damage to Plaintiffs, who relied upon Subcontractor Defendants



1 to perform their work properly and according to applicable standards, and to provide  
2 products that were free from material defects and were good for their respective and  
3 conjunctive intended and represented purposes.

4 108. Upon information and belief, Subcontractor Defendants had prior notice  
5 and knowledge of said defects and potential damage, and failed to act timely and  
6 accordingly to remedy the defects.

7 109. Based upon the allegations raised by the homeowners, including damage  
8 alleged to property other than the Subcontractor Defendants' work itself, and/or damages  
9 incurred by Plaintiffs, Subcontractor Defendants breached their duties to Plaintiffs by  
10 negligently failing to ensure that their work was performed in a workmanlike manner in  
11 accordance with all applicable construction standards, and that materials provided for use  
12 in the development were free from defects, and were reasonably fit for their respective  
and conjunctive intended purposes as represented to Plaintiffs.

13 110. As a result of these breaches of warranties, Plaintiffs have suffered direct  
14 and consequential damages to be proven at trial.

15 111. As a result of the claims against and damages incurred by Plaintiffs, it has  
16 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
17 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees,  
18 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and  
19 arbitration demanded above, and any arbitration, action, or other suit brought by the  
20 homeowners, including any amount paid as a result of settlement, judgment, award, or  
21 compromise.

## 22 **SIXTH CAUSE OF ACTION**

### 23 **Common Law/Implied Indemnity** **[All Subcontractor Defendants]**

24 112. Plaintiffs fully incorporate herein by reference all allegations contained in  
25 Paragraphs 1 through 111 of this Complaint.

26 113. Plaintiffs are entirely without active fault with regard to the acts or



1 omissions giving rise to the homeowners' construction defects claims, and thus, they are  
2 entitled to recovery from Subcontractor Defendants.

3 114. Pursuant to the facts of this case and the parties' relationships, as well as  
4 Arizona Common Law and the Restatement of Torts (Second) § 886B, Plaintiffs are  
5 entitled to Common Law Indemnity from Subcontractor Defendants for their reasonable  
6 attorneys' fees, expert fees, costs, and all other expenses related in any way to this  
7 lawsuit and arbitration demanded above, and any arbitration, action, or other suit brought  
8 by the homeowners, including any amount paid as a result of settlement, judgment,  
award, or compromise.

9 115. Plaintiffs seek recovery in common law indemnity under various bases,  
10 including, without limitation, equity, unjust enrichment, tort and contract.

11 116. As a result of the claims against and damages incurred by Plaintiffs, it has  
12 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
13 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees,  
14 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and  
15 arbitration demanded above, and any arbitration, action, or other suit brought by the  
16 homeowners, including any amount paid as a result of settlement, judgment, award, or  
17 compromise.

### 18 **SEVENTH CAUSE OF ACTION**

#### 19 **Breach of Contract-Duty to Defend – Declaratory Relief** 20 **[All Subcontractor Defendants]**

21 117. Plaintiffs fully incorporate herein by reference all allegations contained in  
22 Paragraphs 1 through 116 of this Complaint.

23 118. Each agreement between Plaintiffs and each Subcontractor Defendant  
24 contained language pursuant to which each Subcontractor Defendant expressly and/or  
impliedly agreed to defend and hold Plaintiffs and others harmless.

25 119. Pursuant to the express indemnity provisions, Plaintiffs are entitled to be  
26 defended by Subcontractor Defendants as a result of any arbitration, action, or other suit





1 brought by the homeowners and/or repairs necessitated by the defective and/or negligent  
2 work of, and/or defective products supplied by Subcontractor Defendants, including  
3 without limitation, attorneys' fees, expert fees, court costs, and investigative costs.

4 120. Subcontractor Defendants have a present duty to defend against any claims  
5 made against Plaintiffs arising out of their respective scopes of work.

6 121. Plaintiffs have a present legal right to be provided a defense by  
7 Subcontractor Defendants.

8 122. Upon information and belief, Plaintiffs have tendered the defense of the  
9 action to Subcontractor Defendants, each of whom rejected, ignored, or failed to properly  
10 accept the tender of defense.

11 123. A dispute has arisen and an actual controversy now exists between  
12 Plaintiffs and Subcontractor Defendants in that Plaintiffs contend they are entitled to a  
13 present defense from the Subcontractor Defendants and Subcontractor Defendants deny  
14 same.

15 124. Plaintiffs are entitled to be indemnified by Subcontractor Defendants for all  
16 attorneys' fees, expert fees, court costs, and investigative costs sustained as the result of  
17 Subcontractor Defendants' failure to defend and hold Plaintiffs and others harmless.

18 125. Plaintiffs herein seek a declaration by the Court as to their rights and said  
19 Subcontractor Defendants' duties and obligations to defend Plaintiffs.

20 126. As a result of the claims against Plaintiffs and each Subcontractor  
21 Defendant's failure to defend, it has become necessary for Plaintiffs to demand  
22 arbitration and initiate this Complaint, and therefore, Plaintiffs are entitled to recover  
23 their reasonable attorneys' fees, costs, pre-judgment interest, and all other expenses  
24 related in any way to this lawsuit and any arbitration, action, or other suit brought by the  
25 homeowners.

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1 **EIGHTH CAUSE OF ACTION**

2 **Breach of Express Warranties**  
3 **[All Subcontractor Defendants]**

4 127. Plaintiffs fully incorporate herein by reference all allegations contained in  
5 paragraphs 1 through 126 of this Complaint.

6 128. Subcontractor Defendants' subcontracts contained the following express  
7 warranty:

8 10.7 Warranties. Subcontractor warrants to Owner/Contractor that all  
9 materials and equipment furnished shall be new (unless otherwise  
10 specified and agreed to in advance by Owner/Contractor) and that all work  
11 under the Contract shall be of good and workmanlike quality, free from  
12 faults and defects and in conformance with Contract Documents. All  
13 work not conforming to these requirements, including substitutions not  
14 properly approved and authorized, may be considered defective. The  
15 warranties provided in this Paragraph 10.7 shall (a) be in addition to and  
16 not in limitation of any other warranty or remedy available to  
17 Owner/Contractor, (b) be assignable by Owner/Contractor, and (c) be  
18 valid for (i) one (1) year from the date of close of escrow of each house  
19 constructed pursuant to the Contract for all defects in workmanship, (ii)  
20 two (2) years from the date of close of escrow of each house constructed  
21 pursuant to the Contract for all defects in workmanship, (iii) ten (10) years  
22 from the date of close of escrow of each house constructed pursuant to the  
23 Contract for all structural defects, and (iv) the period prescribed by the  
24 respective manufacturers with respect to manufacturers' equipment and  
25 appliance warranties. The warranty periods set forth above shall be  
26 extended (a) as provided by applicable law and equity, and (b) with  
respect to latent defects, to the date on which the warranty period would  
expire if it commenced on the discovery of the applicable latent defect.

21 129. Based upon the allegations raised by the homeowners, and/or damages  
22 incurred by Plaintiffs, the warranties referenced above and provided by Subcontractor  
23 Defendants have been breached as the workmanship and labor were not performed in a  
24 workmanlike manner or in accordance with Arizona construction standards and/or  
25 practices, and the materials were not reasonably fit for their intended purpose and of a  
26 merchantable quality and free from defects.

130. As a result of these breaches of such warranties, Plaintiffs have suffered



1 direct and consequential damages in amounts as set forth above.

2 131. As a result of the claims against and damages incurred by Plaintiffs, it has  
3 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
4 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees,  
5 costs, prejudgment interest, and all other expenses related in any way to this lawsuit and  
6 arbitration demanded above, and any arbitration, action, or other suit brought by the  
7 homeowners, including any amount paid as a result of settlement, judgment, award, or  
8 compromise.

9 WHEREFORE, Plaintiffs request that this Court enter judgment in favor of  
10 Plaintiffs and against Subcontractor Defendants as follows:

- 11 1. For direct and consequential damages;
- 12 2. For pre-judgment and post-judgment interest thereon at the statutory rate;
- 13 3. For their costs, expenses, and reasonable attorneys' and expert fees incurred  
14 and allowed under any theory, including, but not limited to, the parties'  
15 contract, A.R.S. §§12-341.01(A) and 12-1364; and
- 16 4. For such other relief as this Court may deem just and appropriate.

17 DATED this 12<sup>th</sup> day of February, 2014.

18 TIFFANY & BOSCO, P.A.

19 By: 

20 Rosary A. Hernandez

21 Gregory E. Williams

22 Ashley N. Zimmerman

23 Attorneys for Plaintiffs



# **EXHIBIT "A"**





**HOMESTEAD**  
**Maricopa, AZ**  
**-HOMEOWNER MATRIX-**

	Plaintiff	Address	Lot	O / S	GOE based on Recording Date
1	<b>Armenta, David</b>	20800 N. Dries Rd.	79	O	6/26/09
2	<b>Breazeale, David and Lois</b>	40456 W. Thornberry Ln.	91	O	8/8/12
3	<b>Breazeale, Patrick</b>	40049 W. Sanders Way	21	O	1/15/08
4	<b>Brandy, Xenia &amp; Cardenas, Sergio</b>	40153 W. Hayden Dr.	68	O	5/21/08
5	<b>Callicott, Jeffrey &amp; Marney</b>	41362 W. Walker Way	5	O	3/20/07
6	<b>Cole, Tracy</b> Federal Natl. Mortgage Assoc. Crain, Lanny	40177 W. Hayden Dr.	66	S	12/29/10 9/1/10 2/28/08
7	<b>Cozy Place LLC</b> Elliott, Lloyd & Joni	40374 W. Hayden Dr.	46	S	12/19/07
8	<b>Crane, Timothy &amp; Casey</b> BAC Home / HUD Recontrust Ceballos, Rosio & Pedro	41247 W. Walker Way	57	S	2010 1/8/10 12/4/09 6/19/07
9	<b>DeAlba, Ricardo &amp; Victoria</b>	40936 W. Thornberry	103	O	1/26/07
10	<b>Denny, Dennis &amp; Sarah</b>	41404 W. Walker Way	8	O	3/2/07
11	<b>Ferrari, Robin</b>	40500 W. Hayden Dr.	55	O	8/30/11
12	<b>Garrison, Christopher</b>	41181 W. Hayden Dr.	68	O	7/14/08
13	<b>Gilmore, Douglas &amp; Cheryl</b> Fannie Mae Randle, Cedric & Anita	20858 N. Madeline St.	27	S	2/24/11 11/10/10 11/13/07
14	<b>Jones, Dawn</b> Aukerman, Robert HUD Wells Fargo / First American Title Stacks, Thistle	40840 W. Hayden Dr.	49	S	7/29/10 7/2010 4/28/10 4/8/10 8/28/07



	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
15	<b>Lott, Unika</b>	41003 W. Pryor Ln.	57	O	4/10/09
16	<b>Martin, Phyllis</b>	41249 W. Robbins Dr.	44	O	10/7/11
17	<b>Martinez, Luis &amp; Veronica</b>	40813 W. Robbins Dr.	58	O	9/18/07
18	<b>Martinez, Ricardo</b> HUD Wells Fargo / First American Title Honie, Kristy	39975 W. Thornberry Ln.	121	S	6/16/11 2/9/11 12/16/10 2/28/08
19	<b>McKillop, Barbara &amp; Ryan</b>	21086 N. Dries Rd.	6	O	7/21/09
20	<b>Means, Dennis &amp; Vera</b>	40478 W. Novak Ln.	110	O	5/5/08
21	<b>Mireles, Ignacio &amp; Susana</b> First Am. Title / Wells Bank Matteson, Andrew	40141 W. Hayden Dr.	69	S	2/18/11 12/8/10 11/19/08
22	<b>Olson Home Rentals</b> Olson, Julie & Oris Federal Home Loan / M. Bosco Winsor, Victoria	40384 W. Robbins Dr.	60	S	8/24/10 4/23/10 1/27/10 2/25/08
23	<b>People, Jeffrey &amp; Geraldine</b>	20945 N. Dries Rd.	67	O	6/2/08
24	<b>Powell, Carol</b>	40728 W. Pryor Ln.	71	O	1/9/08
25	<b>Pruett, Tim &amp; Lyndi</b> HUD Wells Fargo / Michael Bosco Rittenhouse, Jenifer	40377 W. Novak Lane	104	S	12/9/11 7/13/11 6/23/11 6/30/08
26	<b>Quinter, Michael &amp; Marsha (Revocable Trust)</b>	40697 W. Walker Way	27	O	3/21/08
27	<b>Richardson, Ronald</b>	40914 W. Hopper Dr.	17	O	5/18/09



	<b>Platoff</b>	<b>Address</b>	<b>Lot</b>	<b>S / O</b>	<b>COF based on Recording Date</b>
28	<b>Roblnson II, Stanley</b> HUD Wells Fargo / Michael Bosco Bennett, Scott & Lisa	40682 W. Coltin Way	102	S	7/2/10 3/1/10 1/20/10 9/4/07
29	<b>Robles, Alex</b> HUD Luna, Alfredo & Christina	41182 W. Robbins Dr.	11	S	8/20/12 6/27/12 2/20/08
30	<b>Robles, Yolanda</b> HUD Howard, James / Chase Freedom Howard, James	21041 N. Alexis Ave.	27	S	8/23/10 2/17/10 1/25/10 7/9/07
31	<b>Robles, Manuel</b>	40924 W. Hayden Dr.	43	O	1/12/07
32	<b>Sandra L. Salwei Trust</b> Fannle Mae Barrera, Adrian Recontrust / Fed. Mortgage Barrera, Sandy & Adrian	20690 N. Tammy St.	25	S	1/28/11 1/19/11 1/10/11 7/8/10 *4/18/07
33	<b>Sanchez, Grispina</b>	40797 W. Robbins Dr.	57	O	5/18/09
34	<b>Schmitt, Robert &amp; Vivian</b>	40314 W. Robbins Dr.	55	S	4/28/11 2/11/08
35	<b>Scott, Asia</b>	40394 W. Novak Lane	116	O	5/9/08
36	<b>Smith, Scott &amp; Kerry</b> HUD / Wells Fargo HUD / Wells Fargo Arboleda / Wells Fargo Arboleda, Francisco	21024 N. Wilford Ave.	10	S	5/20/11 6/24/10 6/2/10 3/10/10 *2/27/08



	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
37	<b>Stendel, John</b>	41235 W. Brandt Dr.	31	O	5/1/07
38	<b>Sun Palms LP</b> Meade, Patrick Michael De Meade, Gaudalupe Robles Solano, Kendall	40058 W. Thornberry Ln.	93	S	3/16/12 3/16/12 2/10/12 *2/8/12
39	<b>Trainito, Steven &amp; Marcia</b>	40412 W. Robbins Dr.	61	O	8/8/08
40	<b>Winn, Christopher &amp; Kit</b> Rathbun, Curt & Tonya HUD Recontrust / BAC Home Loans Ratcliff, Vera	41092 W. Robbins Dr.	16	S	7/11/11 6/30/10 3/9/10 2/8/10 9/30/08
41	<b>Winslow, Dorothy</b> Medina, Rosario	41392 W. Brandt Dr.	71	S	5/28/10 7/2/07
42	<b>Wishlow, Gerry &amp; Adella</b> Patel, Virbala & Kaushiklal	41414 W. Hayden Dr.	40	S	4/19/13 6/28/07
43	<b>Zaragoza, Jenny</b>	21191 N. Grantham Rd.	44	O	11/25/08
	<b>RESOLVED:</b>				
1	<b>Bautista, Dioscoro</b>	40416 W. Hayden Dr.	49	O	2/14/08
2	<b>Fletcher, Earl &amp; Diane</b>	39979 W. Robbins Ave.	122	O	12/31/13
3	<b>Foreman, Clarence &amp; Francine</b> Bynum, Byron Hager, Lawrence & Sherry	41070 W. Hopper Dr.	23	S	2/10/12 9/20/2007
4	<b>Holt, Patsy</b>	40081 W. Hayden Dr.	74	O	5/9/08





	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COF based on Recording Date</b>
5	<b>Hughes, Thomas</b>	21103 N. Danielle Ave.	74	O	10/28/08
6	<b>Mendoza, Maria</b>	20872 N. Madeline St.	28	S	5/12/10 7/30/07
7	<b>Ricks, Ed &amp; Donna</b> Kumetat, Kurt & Maria	41314 W. Thornberry Ln.	80	S	4/19/10 *6/19/07
8	<b>Rumney, Jacqueline Louise &amp; Dennis and</b> <b>Davison, Diana &amp; Russell</b> Davison, Russell & Diana Marcel, Glen & Sheri	20884 N. Dries Rd.	73	S	5/17/12 2/11/11 6/4/08
9	<b>Weaver, Bruce</b> Carbone, Dan HUD Recontrust Porras, Nathan & Laura	40324 W. Novak Ln.	121	S	8/30/12 4/23/10 11/24/09 11/23/09 6/2/08

1

# **EXHIBIT “B”**



Rosary A. Hernandez (State Bar No. 020182)  
Gregory E. Williams (State Bar No. 020320)  
Ashley N. Zimmerman (State Bar No. 030595)

**TB** **TIFFANY & BOSCO**  
P.A.

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2525 EAST CAMELBACK ROAD  
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[anz@tblaw.com](mailto:anz@tblaw.com)

*Attorneys for Claimants*

### PRIVATE ARBITRATION

CONTINENTAL HOMES, INC. a Delaware  
corporation; CHI CONSTRUCTION  
COMPANY, Arizona corporation, and DOES  
1-100, inclusive

Claimants,

v.

ADAMS BROS INTERIORS & CABINETS,  
INC., an Arizona corporation; ALLIED  
MASONRY, LLC, an Arizona limited liability  
company; ALOHA GRADING, INC., an  
Arizona corporation; AMERICAN  
WOODMARK CORPORATION d/b/a  
TIMBERLAKE CABINET CO., a Virginia  
corporation; ANOZIRA STUCCO AND  
STONE WORKS, LLC, an Arizona limited  
liability company; ASPEN BLOCK, LLC, an  
Arizona limited liability company; AUSTIN  
ELECTRIC, INC., an Arizona corporation;  
BCI BEBOUT CONCRETE OF ARIZONA,  
INC., an Arizona corporation; BRETSTAR,  
INC. d/b/a D & M PAINTING, an Arizona  
corporation; BREWER ENTERPRISES,  
INC., an Arizona corporation; BUILDER  
SERVICES GROUP, INC. f/k/a MASCO  
CONTRACTOR SERVICES CENTRAL, INC.  
D/BA/ GALE CONTRACTOR SERVICES, a  
Florida corporation; BURROWS CONCRETE,  
LLC, an Arizona limited liability company;  
CANYON STATE DRYWALL, INC., an  
Arizona corporation; CATALINA ROOFING  
AND SUPPLY, INC., an Arizona corporation;  
CHAS ROBERTS AIR CONDITIONING,  
INC., an Arizona corporation; CLAYTON

CASE NO.

### CONTINENTAL HOMES, INC.'S AND FIRST AMENDED DEMAND FOR ARBITRATION

1. EXPRESS INDEMNITY
2. BREACH OF CONTRACT
3. BREACH OF IMPLIED WARRANTY
4. NEGLIGENCE
5. IMPLIED INDEMNITY
6. DECLARATORY RELIEF – DUTY TO DEFEND
7. BREACH OF EXPRESS WARRANTY

(Assigned to the Honorable Douglas  
Gerlach)



GLASS & ACCESSORIES, INC., an Arizona corporation; **COHACO BUILDING SPECIALTIES, INC., an Arizona corporation;** DESERT VISTA, INC., an Arizona corporation; DESIGN DRYWALL WEST, INC., a Colorado corporation; DIVERSIFIED ROOFING CORPORATION, an Arizona corporation; DIXON BROTHERS INCORPORATED, an Arizona corporation; MASCO FRAMING HOLDING COMPANY I LLC d/b/a DOOR SALES & INSTALLATIONS, LLC, an Arizona limited liability company; DRRS PLUMBING SERVICES, LLC d/b/a EPIC PLUMBING, an Arizona limited liability company; DVC CONSTRUCTION COMPANY, INC., an Arizona corporation; **ELKAY SALES, INC., an Arizona corporation;** EMPIRE PLASTERING, LLC, an Arizona limited liability company; ERICKSON CONSTRUCTION, LLC, an Arizona limited liability company; HOLMES-HALLY INDUSTRIES INC., a California corporation; **GECKO UNDERGROUND UTILITIES, LLC, an Arizona limited liability company;** **GENERAL PLUMBING, INC., an Arizona corporation;** INFINITY BUILDING PRODUCTS, LLC, an Arizona limited liability company; INTEGRATED STUCCO, INC., an Arizona corporation; MESA FULLY FORMED, LLC., an Arizona limited liability company; **MITCHELL ELECTRIC COMPANY, INC., an Arizona corporation** n/k/s IES RESIDENTIAL, INC., a Delaware corporation; **MOCSON UNDERGROUND, LLC, an Arizona limited liability company;** MPC CONTRACTING COMPANY, INC., an Arizona corporation; **NEW ELECTRIC, INC., an Arizona corporation;** NORCRAFT COMPANIES, LP d/b/a MID CONTINENT CABINETRY, a Delaware limited partnership; OSBORNE STUCCO, INC., an Arizona corporation; PARAMOUNT WINDOWS, LLC, an Arizona limited liability company; POCO VERDE LANDSCAPE, INC. n/k/a POCO VERDE POOLS AND LANDSCAPE, INC., an Arizona corporation; L.R. BORELLI INC. d/b/a PARTITIONS & ACCESSORIES, CO., an Arizona corporation; PORTER-JARVIS, LLC d/b/a JADE GRADING, an Arizona limited liability company; RCC HOLDINGS LLC d/b/a PRIMERA, an Arizona limited liability company; ROADRUNNER DRYWALL CORP., an Arizona corporation; **ROBERT MCDANIEL CONSTRUCTION, LLC, an Arizona limited liability company;**





1 **ROCONCRETE, LLC, an Arizona limited**  
2 **liability company; SAN TAN ROOFING,**  
3 **INC.; an Arizona corporation; SCHUCK &**  
4 **SONS CONSTRUCTION CO., INC., an**  
5 **Arizona corporation; SOMBRERO**  
6 **PAINTING, INC., an Arizona corporation;**  
7 **SONORAN CONCRETE, LLC, an Arizona**  
8 **limited liability company; SPECIALTY**  
9 **ROOFING, INC., an Arizona corporation; TOP**  
10 **GRADING & WASTE SERVICES, INC., an**  
11 **Arizona corporation; UNITED FENCE**  
12 **COMPANY, INC., an Arizona corporation;**  
13 **UNITED SUBCONTRACTORS, INC.**  
14 **D/B/A MESA INSULATION, an Utah**  
15 **corporation; VW DIG, LLC, an Arizona**  
16 **limited liability company; WAYNE-DALTON**  
17 **CORP.; an Ohio corporation WESTERN**  
18 **STATES GLASS AND BUILDING**  
19 **PRODUCTS, INC., an Arizona corporation;**  
20 **WESTY'S SOIL COMPACTING COMPANY,**  
21 **INC., an Arizona corporation; WHITTON**  
22 **CONCRETE, INC., an Arizona corporation;**  
23 **XO WINDOWS, LLC, an Arizona limited**  
24 **liability company; BLACK CORPORATIONS**  
25 **I-XX; WHITE PARTNERSHIPS I-XX; and**  
26 **DOES I-XX**

Respondents.

Claimants Continental Homes, Inc., and CHI Construction Company (collectively "Claimants"), through undersigned counsel hereby respectfully submit their First Amended Demand for Arbitration ("Demand") against Respondents as follows:

### **JURISDICTION**

1. Continental Homes, Inc. was at all times material hereto a Delaware corporation authorized to do business and was doing business in the County of Maricopa, State of Arizona.

2. CHI Construction Company was at all times material hereto an Arizona corporation authorized to do business and was doing business within the County of Maricopa, State of Arizona.

3. Upon information and belief, Respondent Adams Bros Interiors & Cabinets, Inc. was at all times material hereto an Arizona Corporation authorized to do business and was doing business within the County of Maricopa, State of Arizona.



1 Adams Bros Interiors & Cabinets, Inc. entered into contract(s) with Claimants, and/or  
2 their duly authorized agent(s), wherein it agreed to provide construction materials and  
3 perform work at the subject property, The Homestead project is located in the city of  
4 Maricopa, County of Pinal, State of Arizona (hereinafter the "Project").

5 4. Upon information and belief, Respondent Allied Masonry, LLC was at all  
6 times material hereto an Arizona limited liability company authorized to do business and  
7 was doing business within the County of Maricopa, State of Arizona. Allied Masonry,  
8 LLC entered into contract(s) with Claimants, and/or their duly authorized agent(s),  
9 wherein it agreed to provide construction materials and perform work at the Project.

10 5. Upon information and belief, Respondent Aloha Grading, Inc. was at all  
11 times material hereto an Arizona corporation authorized to do business and was doing  
12 business within the County of Maricopa, State of Arizona. Aloha Grading, Inc. entered  
13 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
14 provide construction materials and perform work at the Project.

15 6. Upon information and belief, Respondent American Woodmark  
16 Corporation d/b/a Timberlake Cabinet Co. was at all times material hereto a Virginia  
17 corporation authorized to do business within the County of Maricopa, State of Arizona.  
18 American Woodmark Corporation d/b/a Timberlake Cabinet Co. entered into contract(s)  
19 with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
20 construction materials and perform work at the Project.

21 7. Upon information and belief, Respondent Anozira Stucco and Stone  
22 Works, LLC was at all times material hereto an Arizona limited liability company  
23 authorized to do business and was doing business within the County of Maricopa, State  
24 of Arizona. Anozira Stucco and Stone Works, LLC entered into contract(s) with  
25 Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
26 construction materials and perform work at the Project.

8. Upon information and belief, Respondent Aspen Block, LLC was at all  
times material hereto an Arizona limited liability company authorized to do business and



1 was doing business within the County of Maricopa, State of Arizona. Aspen Block, LLC  
2 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
3 agreed to provide construction material and perform work at the Project.

4 9. Upon information and belief, Respondent Austin Electric, Inc. was at all  
5 times material hereto an Arizona corporation authorized to do business and was doing  
6 business within the County of Maricopa, State of Arizona. Austin Electric, Inc. entered  
7 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
8 provide construction material and perform work at the Project.

9 10. Upon information and belief, Respondent BCI Bebout Concrete of Arizona,  
10 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
11 was doing business within the County of Maricopa, State of Arizona. BCI Bebout  
12 Concrete of Arizona, Inc. entered into contract(s) with Claimants, and/or their duly  
13 authorized agent(s), wherein it agreed to provide construction material and perform work  
14 at the Project.

15 11. Upon information and belief, Respondent Bretstar, Inc. d/b/a D & M  
16 Painting was at all times material hereto an Arizona corporation authorized to do business  
17 and was doing business within the County of Maricopa, State of Arizona. Bretstar, Inc.  
18 d/b/a D & M Painting entered into contract(s) with Claimants, and/or their duly  
19 authorized agent(s), wherein it agreed to provide construction material and perform work  
20 at the Project.

21 12. Upon information and belief, Respondent Brewer Enterprises, Inc. was at  
22 all times material hereto an Arizona corporation authorized to do business and was doing  
23 business within the County of Maricopa, State of Arizona. Brewer Enterprises, Inc.  
24 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
25 agreed to provide construction material and perform work at the Project.

26 13. Upon information and belief, Respondent Builder Services Group, Inc. f/k/a  
Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services was at all times  
material hereto a Florida corporation authorized to do business and was doing business



1 within the County of Maricopa, State of Arizona. Builder Services Group, Inc. f/k/a  
2 Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services entered into  
3 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
4 provide construction material and perform work at the Project.

5 14. Upon information and belief, Respondent Burrows Concrete, LLC was at  
6 all times material hereto an Arizona limited liability company authorized to do business  
7 and was doing business within the County of Maricopa, State of Arizona. Burrows  
8 Concrete, LLC entered into contract(s) with Claimants, and/or their duly authorized  
9 agent(s), wherein it agreed to provide construction materials and perform work at the  
10 Project.

11 15. Upon information and belief, Respondent Canyon State Drywall, Inc. was  
12 at all times material hereto an Arizona corporation authorized to do business and was  
13 doing business within the County of Maricopa, State of Arizona. Canyon State Drywall,  
14 Inc. entered into contract(s) with Claimants, and/or their duly authorized agent(s),  
15 wherein it agreed to provide construction materials and perform work at the Project.

16 16. Upon information and belief, Respondent Catalina Roofing and Supply,  
17 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
18 was doing business within the County of Maricopa, State of Arizona. Catalina Roofing  
19 and Supply, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
20 agent(s), wherein it agreed to provide construction materials and perform work at the  
21 Project.

22 17. Upon information and belief, Respondent Chas Roberts Air Conditioning,  
23 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
24 was doing business within the County of Maricopa, State of Arizona. Chas Roberts Air  
25 Conditioning, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
26 agent(s), wherein it agreed to provide construction materials and perform work at the  
Project.

18. Upon information and belief, Respondent Clayton Glass & Accessories,





1 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
2 was doing business within the County of Maricopa, State of Arizona. Clayton Glass &  
3 Accessories, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
4 agent(s), wherein it agreed to provide construction materials and perform work at the  
5 Project.

6 19. Upon information and belief, Respondent Cohaco Building Specialties, Inc.  
7 was at all times material hereto an Arizona corporation authorized to do business and was  
8 doing business within the County of Maricopa, State of Arizona. Cohaco Building  
9 Specialties, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
10 agent(s), wherein it agreed to provide construction materials and perform work at the  
11 Project.

12 20. Upon information and belief, Respondent Desert Vista, Inc. was at all times  
13 material hereto an Arizona corporation authorized to do business and was doing business  
14 within the County of Maricopa, State of Arizona. Desert Vista, Inc. entered into  
15 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
16 provide construction materials and perform work at the Project.

17 21. Upon information and belief, Respondent Design Drywall West, Inc. was at  
18 all times material hereto a Colorado corporation authorized to do business and was doing  
19 business within the County of Maricopa, State of Arizona. Design Drywall West, Inc.  
20 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
21 agreed to provide construction materials and perform work at the Project.

22 22. Upon information and belief, Respondent Diversified Roofing Corporation  
23 was at all times material hereto an Arizona corporation authorized to do business and was  
24 doing business within the County of Maricopa, State of Arizona. Diversified Roofing  
25 Corporation entered into contract(s) with Claimants, and/or their duly authorized  
26 agent(s), wherein it agreed to provide construction materials and perform work at the  
Project.

23. Upon information and belief, Respondent Dixon Brothers Incorporated was



1 at all times material hereto an Arizona corporation authorized to do business and was  
2 doing business within the County of Maricopa, State of Arizona. Dixon Brothers  
3 Incorporated entered into contract(s) with Claimants, and/or their duly authorized  
4 agent(s), wherein it agreed to provide construction materials and perform work at the  
5 Project.

6 24. Upon information and belief, Respondent Masco Framing Holding  
7 Company I LLC d/b/a Door Sales & Installations, LLC, was at all times material hereto  
8 an Arizona limited liability company authorized to do business and was doing business  
9 within the County of Maricopa, State of Arizona. Masco Framing Holding Company I  
10 LLC d/b/a Door Sales & Installations, LLC entered into contract(s) with Claimants,  
11 and/or their duly authorized agent(s), wherein it agreed to provide construction materials  
12 and perform work at the Project.

13 25. Upon information and belief, Respondent DRRS Plumbing Services, LLC  
14 d/b/a Epic Plumbing was at all times material hereto an Arizona limited liability company  
15 authorized to do business and was doing business within the County of Maricopa, State  
16 of Arizona. DRRS Plumbing Services, LLC d/b/a Epic Plumbing entered into contract(s)  
17 with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
18 construction materials and perform work at the Project.

19 26. Upon information and belief, Respondent DVC Construction Company,  
20 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
21 was doing business within the County of Maricopa, State of Arizona. DVC Construction  
22 Company, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
23 agent(s), wherein it agreed to provide construction materials and perform work at the  
24 Project.

25 27. Upon information and belief, Respondent Elkay Sales, Inc. was at all times  
26 material hereto an Arizona corporation authorized to do business and was doing business  
within the County of Maricopa, State of Arizona. Elkay Sales, Inc. entered into  
contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to



1 provide construction materials and perform work at the Project.

2 28. Upon information and belief, Respondent Empire Plastering, LLC was at  
3 all times material hereto an Arizona limited liability company authorized to do business  
4 and was doing business within the County of Maricopa, State of Arizona. Empire  
5 Plastering, LLC entered into contract(s) with Claimants, and/or their duly authorized  
6 agent(s), wherein it agreed to provide construction materials and perform work at the  
7 Project.

8 29. Upon information and belief, Respondent Erickson Construction, LLC was  
9 at all times material hereto an Arizona limited liability company authorized to do  
10 business and was doing business within the County of Maricopa, State of Arizona.  
11 Erickson Construction, LLC entered into contract(s) with Claimants, and/or their duly  
12 authorized agent(s), wherein it agreed to provide construction materials and perform  
13 work at the Project.

14 30. Upon information and belief, Respondent Holmes-Hally Industries, Inc.  
15 was at all times material hereto a California corporation authorized to do business and  
16 was doing business within the County of Maricopa, State of Arizona. Holmes-Hally  
17 Industries, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
18 agent(s), wherein it agreed to provide construction materials and perform work at the  
19 Project.

20 31. Upon information and belief, Respondent Gecko Underground Utilities,  
21 LLC was at all times material hereto an Arizona limited liability company authorized to  
22 do business and was doing business within the County of Maricopa, State of Arizona.  
23 Gecko Underground Utilities, LLC entered into contract(s) with Claimants, and/or their  
24 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
25 work at the Project.

26 32. Upon information and belief, Respondent General Plumbing, Inc. was at all  
times material hereto a California corporation authorized to do business and was doing  
business within the County of Maricopa, State of Arizona. General Plumbing, Inc.



1 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
2 agreed to provide construction materials and perform work at the Project.

3 33. Upon information and belief, Respondent Infinity Building Products, LLC  
4 was at all times material hereto an Arizona limited liability company authorized to do  
5 business and was doing business within the County of Maricopa, State of Arizona.  
6 Infinity Building Products, LLC entered into contract(s) with Claimants, and/or their duly  
7 authorized agent(s), wherein it agreed to provide construction materials and perform  
8 work at the Project.

9 34. Upon information and belief, Respondent Integrated Stucco, Inc. was at all  
10 times material hereto an Arizona corporation authorized to do business and was doing  
11 business within the County of Maricopa, State of Arizona. Integrated Stucco, Inc.  
12 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
13 agreed to provide construction materials and perform work at the Project.

14 35. Upon information and belief, Respondent Mesa Fully Formed, LLC was at  
15 all times material hereto an Arizona limited liability company was at all times material  
16 hereto an Arizona limited liability company authorized to do business and was doing  
17 business within the County of Maricopa, State of Arizona. Mesa Fully Formed, LLC  
18 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
19 agreed to provide construction materials and perform work at the Project.

20 36. Upon information and belief, Respondent Mitchell Electric Company, Inc.,  
21 an Arizona corporation n/k/a IES Residential, Inc., a Delaware corporation was at all  
22 times material hereto an Arizona corporation authorized to do business and was doing  
23 business within the County of Maricopa, State of Arizona. Mitchell Electric Company,  
24 Inc. n/k/a IES Residential, Inc. entered into contract(s) with Claimants, and/or their duly  
25 authorized agent(s), wherein it agreed to provide construction materials and perform  
26 work at the Project.

37. Upon information and belief, Respondent Mocson Underground, LLC was  
at all times material hereto an Arizona limited liability company authorized to do





1 business and was doing business within the County of Maricopa, State of Arizona.  
2 Mocson Underground, LLC entered into contract(s) with Claimants, and/or their duly  
3 authorized agent(s), wherein it agreed to provide construction materials and perform  
4 work at the Project.

5 38. Upon information and belief, Respondent MPC Contracting Company, Inc.  
6 was at all times material hereto an Arizona corporation authorized to do business and was  
7 doing business within the County of Maricopa, State of Arizona. MPC Contracting  
8 Company, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
9 agent(s), wherein it agreed to provide construction materials and perform work at the  
10 Project.

11 39. Upon information and belief, Respondent New Electric, Inc. was at all  
12 times material hereto an Arizona corporation authorized to do business and was doing  
13 business within the County of Maricopa, State of Arizona. New Electric, Inc. entered  
14 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
15 provide construction materials and perform work at the Project.

16 40. Upon information and belief, Respondent Norcraft Companies, LP d/b/a  
17 Mid Continent Cabinetry was at all times material hereto a Delaware limited partnership  
18 authorized to do business and was doing business within the County of Maricopa, State  
19 of Arizona. Norcraft Companies, LP d/b/a Mid Continent Cabinetry entered into  
20 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
21 provide construction materials and perform work at the Project.

22 41. Upon information and belief, Respondent Osborne Stucco, Inc. was at all  
23 times material hereto an Arizona corporation authorized to do business and was doing  
24 business within the County of Maricopa, State of Arizona. Osborne Stucco, Inc. entered  
25 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
26 provide construction materials and perform work at the Project.

42. Upon information and belief, Respondent Paramount Windows, LLC was  
at all times material hereto an Arizona limited liability company authorized to do



1 business and was doing business within the County of Maricopa, State of Arizona. Upon  
2 information and belief, Paramount Windows, LLC manufactured and supplied allegedly  
3 defective windows at the Project.

4 43. Upon information and belief, Respondent Poco Verde Landscape, Inc. n/k/a  
5 Poco Verde Pools and Landscape, Inc. was at all times material hereto an Arizona  
6 corporation authorized to do business and was doing business within the County of  
7 Maricopa, State of Arizona. Poco Verde Landscape, Inc. n/k/a Poco Verde Pools and  
8 Landscape, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
9 agent(s), wherein it agreed to provide construction materials and perform work at the  
Project.

10 44. Upon information and belief, Respondent L.R. Borelli Inc. d/b/a Partitions  
11 & Accessories, Co. was at all times material hereto an Arizona corporation authorized to  
12 do business and was doing business within the County of Maricopa, State of Arizona.  
13 L.R. Borelli Inc. d/b/a Partitions & Accessories, Co. entered into contract(s) with  
14 Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
15 construction materials and perform work at the Project.

16 45. Upon information and belief, Respondent Porter-Jarvis, LLC d/b/a Jade  
17 Grading was at all times material hereto an Arizona limited liability company authorized  
18 to do business and was doing business within the County of Maricopa, State of Arizona.  
19 Porter-Jarvis, LLC d/b/a Jade Grading entered into contract(s) with Claimants, and/or  
20 their duly authorized agent(s), wherein it agreed to provide construction materials and  
perform work at the Project.

21 46. Upon information and belief, Respondent RCC Holdings LLC d/b/a  
22 Primera was at all times material hereto an Arizona limited liability company authorized  
23 to do business and was doing business within the County of Maricopa, State of Arizona.  
24 RCC Holdings LLC d/b/a Primera entered into contract(s) with Claimants, and/or their  
25 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
26 work at the Project.



1           47.    Upon information and belief, Respondent Roadrunner Drywall Corp. was at  
2 all times material hereto an Arizona corporation authorized to do business and was doing  
3 business within the County of Maricopa, State of Arizona. Roadrunner Drywall Corp.  
4 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
5 agreed to provide construction materials and perform work at the Project.

6           48.    Upon information and belief, Respondent Robert McDaniel Construction,  
7 LLC was at all times material hereto an Arizona limited liability corporation authorized  
8 to do business and was doing business within the County of Maricopa, State of Arizona.  
9 Robert McDaniel Construction, LLC entered into contract(s) with Claimants, and/or their  
10 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
11 work at the Project.

12           49.    Upon information and belief, Respondent Roconcrete, LLC was at all times  
13 material hereto an Arizona limited liability corporation authorized to do business and was  
14 doing business within the County of Maricopa, State of Arizona. Roconcrete, LLC  
15 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
16 agreed to provide construction materials and perform work at the Project.

17           50.    Upon information and belief, Respondent San Tan Roofing, Inc. was at all  
18 times material hereto an Arizona corporation authorized to do business and was doing  
19 business within the County of Maricopa, State of Arizona. San Tan Roofing, Inc. entered  
20 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
21 provide construction materials and perform work at the Project.

22           51.    Upon information and belief, Respondent Schuck & Sons Construction Co.,  
23 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
24 was doing business within the County of Maricopa, State of Arizona. Schuck & Sons  
25 Construction Co., Inc. entered into contract(s) with Claimants, and/or their duly  
26 authorized agent(s), wherein it agreed to provide construction materials and perform  
work at the Project.

          52.    Upon information and belief, Respondent Sombrero Painting, Inc. was at



1 all times material hereto an Arizona corporation authorized to do business and was doing  
2 business within the County of Maricopa, State of Arizona. Sombrero Painting, Inc.  
3 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
4 agreed to provide construction materials and perform work at the Project.

5 53. Upon information and belief, Respondent Sonoran Concrete, LLC was at  
6 all times material hereto an Arizona limited liability company authorized to do business  
7 and was doing business within the County of Maricopa, State of Arizona. Sonoran  
8 Concrete, LLC entered into contract(s) with Claimants, and/or their duly authorized  
9 agent(s), wherein it agreed to provide construction materials and perform work at the  
10 Project.

11 54. Upon information and belief, Respondent Specialty Roofing, Inc. was at all  
12 times material hereto an Arizona corporation authorized to do business and was doing  
13 business within the County of Maricopa, State of Arizona. Specialty Roofing, Inc.  
14 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
15 agreed to provide construction materials and perform work at the Project.

16 55. Upon information and belief, Respondent Top Grading & Waste Services,  
17 Inc. was at all times material hereto an Arizona corporation authorized to do business and  
18 was doing business within the County of Maricopa, State of Arizona. Top Grading &  
19 Waste Services, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
20 agent(s), wherein it agreed to provide construction materials and perform work at the  
21 Project.

22 56. Upon information and belief, Respondent United Fence Company, Inc. was  
23 at all times material hereto an Arizona corporation authorized to do business and was  
24 doing business within the County of Maricopa, State of Arizona. United Fence  
25 Company, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
26 agent(s), wherein it agreed to provide construction materials and perform work at the  
Project.

57. Upon information and belief, Respondent United Subcontractors, Inc. d/b/a





1 Mesa Insulation, a Utah corporation was at all times material hereto an Arizona  
2 corporation authorized to do business and was doing business within the County of  
3 Maricopa, State of Arizona. United Subcontractors, Inc. d/b/a Mesa Insulation entered  
4 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
5 provide construction materials and perform work at the Project.

6 58. Upon information and belief, Respondent VW Dig, LLC was at all times  
7 material hereto an Arizona limited liability company authorized to do business and was  
8 doing business within the County of Maricopa, State of Arizona. VW Dig, Inc. entered  
9 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
10 provide construction materials and perform work at the Project.

11 59. Upon information and belief, Respondent Wayne-Dalton Corp. was at all  
12 times material hereto an Ohio corporation authorized to do business and was doing  
13 business within the County of Maricopa, State of Arizona. Wayne-Dalton Corp. entered  
14 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
15 provide construction materials and perform work at the Project.

16 60. Upon information and belief, Respondent Western States Glass and  
17 Building Products, Inc. was at all times material hereto an Arizona corporation authorized  
18 to do business and was doing business within the County of Maricopa, State of Arizona.  
19 Western States Glass and Building Products, Inc. entered into contract(s) with Claimants,  
20 and/or their duly authorized agent(s), wherein it agreed to provide construction materials  
21 and perform work at the Project.

22 61. Upon information and belief, Respondent Westy's Soil Compacting  
23 Company, Inc. was at all times material hereto an Arizona corporation authorized to do  
24 business and was doing business within the County of Maricopa, State of Arizona.  
25 Westy's Soil Compacting Co., Inc. entered into contract(s) with Claimants, and/or their  
26 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
work at the Project.

62. Upon information and belief, Respondent Whitton Concrete, Inc. was at all



1 times material hereto an Arizona corporation authorized to do business and was doing  
2 business within the County of Maricopa, State of Arizona. Whitton Concrete, Inc.  
3 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
4 agreed to provide construction materials and perform work at the Project.

5 63. Upon information and belief, Respondent XO Windows, LLC was at all  
6 times material hereto an Arizona limited liability company authorized to do business and  
7 was doing business within the County of Maricopa, State of Arizona. Upon information  
8 and belief, XO Windows, LLC manufactured and supplied allegedly defective windows  
9 at the Project.

10 64. Upon information and belief, Respondents Black Corporations I – XX are  
11 fictitious names whose true names are not known to Claimants at this time. Claimants  
12 request permission to insert the true names of these Respondents at such time as the true  
13 names are discovered with the same effect as if such names had been set forth  
14 specifically herein.

15 65. Upon information and belief, Respondents White Partnerships I – XX are  
16 fictitious names whose true names are not known to Claimants at this time. Claimants  
17 request permission to insert the true names of these Respondents at such time as the true  
18 names are discovered with the same effect as if such names had been set forth  
19 specifically herein.

20 66. Upon information and belief, Respondents Does I – XX are fictitious names  
21 whose true names are not known to Claimants at this time. Claimants request permission  
22 to insert the true names of these Respondents at such time as the true names are  
23 discovered with the same effect as if such names had been set forth specifically herein.

24 67. As used throughout this Demand, Adams Bros Interiors & Cabinets, Inc.;  
25 Allied Masonry, LLC; Aloha Grading, Inc.; American Woodmark Corporation d/b/a  
26 Timberlake Cabinet Co.; Anozira Stucco and Stone Works, LLC; Aspen Block, LLC;  
Austin Electric, Inc.; BCI Bebout Concrete of Arizona, Inc.; Bretstar, Inc. d/b/a D & M  
Painting; Brewer Enterprises, Inc.; Builder Services Group, Inc. f/k/a Masco Contractor



1 Services Central, Inc. d/b/a Gale Contractor Services; Burrows Concrete, LLC; Canyon  
2 State Drywall, Inc.; Catalina Roofing and Supply, Inc.; Chas Roberts Air Conditioning,  
3 Inc.; Clayton Glass & Accessories, Inc.; Cohaco Building Specialties, Inc.; Desert Vista,  
4 Inc.; Design Drywall West, Inc.; Diversified Roofing Corporation; Dixon Brothers  
5 Incorporated; Masco Framing Holding Company LLC d/b/a Door Sales & Installations,  
6 LLC; DRRS Plumbing Services, LLC d/b/a Epic Plumbing; DVC Construction  
7 Company, Inc.; Elkay Sales, Inc.; Empire Plastering, LLC; Erickson Construction, LLC;  
8 Gecko Underground Utilities, LLC; General Plumbing, Inc.; Holmes-Hally Industries,  
9 Inc.; Infinity Building Products, LLC; Integrated Stucco, Inc.; Mesa Fully Formed, LLC;  
10 Mitchell Electric Company, Inc. n/k/a IES Residential, Inc.; Mocson Underground, LLC;  
11 MPC Contracting Company, Inc.; New Electric, Inc.; Norcraft Companies, LP d/b/a Mid  
12 Continent Cabinetry; Osborne Stucco, Inc.; Paramount Windows, LLC; Poco Verde  
13 Landscape, Inc. n/k/a Poco Verde Pools and Landscape, Inc.; L.R. Borelli Inc. d/b/a  
14 Partitions & Accessories, Co.; Porter-Jarvis, LLC d/b/a Jade Grading; RCC Holdings  
15 LLC d/b/a Primera; Roadrunner Drywall Corp.; Robert McDaniel Construction, LLC;  
16 Roconcrete, LLC; San Tan Roofing, Inc.; Schuck & Sons Construction Co., Inc.;  
17 Sombrero Painting, Inc.; Sonoran Concrete, LLC; Specialty Roofing, Inc.; Top Grading  
18 & Waste Services, Inc.; United Fence Company, Inc.; United Subcontractors, Inc. d/b/a  
19 Mesa Insulation; VW Dig, LLC; Wayne-Dalton Corp.; Western States Glass and  
20 Building Products, Inc.; Westy's Soil Compacting Company, Inc.; Whitton Concrete,  
21 Inc.; and XO Windows, LLC are collectively referred to as "Subcontractor Respondents."  
22 The term "Subcontractor Respondents" shall also include fictitious named respondents.

23 68. Upon information and belief, pursuant to indemnity language contained in  
24 the above-referenced contracts, each Subcontractor Respondent has an obligation to  
25 indemnify Claimants for alleged defects arising from its respective work, materials  
26 supplied, and/or professional services.

69. Upon information and belief, pursuant to language contained in the above-  
referenced contracts and as may otherwise apply by law, each Subcontractor Respondent



1 has an obligation to defend Claimants for alleged defects arising from its respective work  
2 and/or professional services.

3 70. The owners of certain residences within the Project have alleged  
4 construction defects associated with various components of their homes including, but  
5 not limited to, concrete slabs, stucco, water intrusion membranes, roofs, floors/floor  
6 coverings, walls, ceilings, drywall, cabinets, doors and windows, sliding glass doors,  
7 shear walls, concrete flatwork, sheet metal, insulation, electrical systems, HVAC  
8 systems, pavement system, plumbing and plumbing fixtures, irrigation systems, soils,  
9 grading, framing, stairs, foundations, garage doors, shower doors, mirrors, drainage,  
10 paint, fences, fireplaces/chimneys, trim carpentry, decks and structural systems, and other  
11 areas.

12 71. The homeowners that have alleged damages resulting from the defects  
13 listed above are identified in Exhibit "A". Upon information and belief, other  
14 homeowners may be bringing similar claims in addition to those identified in Exhibit "A"  
15 and should those claims be brought, Claimants request permission to insert the names of  
16 these additional homeowners at such time as the true names are discovered with the same  
17 effect as if such names had been set forth specifically herein.

18 72. If the homeowners' allegations are true, then any and all damages claimed  
19 by them are directly and proximately caused by the defective, negligent, careless and/or  
20 reckless construction work and/or professional services and/or defective  
21 materials/products/systems supplied by Subcontractor Respondents.

22 73. Each Subcontractor Respondent received reasonable notice of the  
23 homeowners' claims and had an opportunity to defend Claimants.

24 74. Notwithstanding Claimants' invitations and demands to participate in pre-  
25 litigation negotiations and defend Claimants, each Subcontractor Respondent has thus far  
26 failed to do so.

75. As a result of each of Subcontractor Respondents' refusal to defend and  
indemnify, Claimants have been forced to defend themselves and continue to incur





1 substantial attorneys' fees, expert fees, and costs.

2       76. Each Subcontractor Respondent expressly and/or impliedly warranted that  
3 its work would be performed in a good and workmanlike manner, be free from defect,  
4 and that its products and materials would not be defective.

5       77. Each Subcontractor Respondent expressly agreed to obtain additional  
6 insured endorsements naming Claimants as additional insureds under their respective  
7 policies of insurance.

8       78. Each Subcontractor Respondent owed Claimants a duty to ensure its work  
9 was performed in accordance with, among other things, applicable construction standards  
10 and the applicable project documents, including plans and specifications, and that its  
11 products were without defect.

### 12 **FIRST CAUSE OF ACTION**

#### 13 **Express Indemnity [All Subcontractor Respondents]**

14       79. Claimants fully incorporate herein by reference all allegations contained in  
15 Paragraphs 1 through 78 of this Demand.

16       80. Each agreement between Claimants and each Subcontractor Respondent  
17 contained language pursuant to which each Subcontractor Respondent agreed to  
18 indemnify and hold Claimants harmless.

19       81. The acts of the Subcontractor Respondents are the direct and proximate  
20 cause, in whole or in part, of the damages alleged by the homeowners.

21       82. Claimants are entitled to be indemnified by Subcontractor Respondents for  
22 all such losses or damages they have sustained, or will sustain, as the result of settlement,  
23 judgment, award, and/or compromise.

24       83. As a result of the claims against and damages incurred by Claimants, it has  
25 become necessary for Claimants to demand arbitration and initiate this Demand, and  
26 therefore, Claimants are entitled to recover their reasonable attorneys' fees, expert fees,  
costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and



1 arbitration demanded above, and any arbitration, action, or other suit brought by the  
2 homeowners, including any amount paid as a result of settlement, judgment, award, or  
3 compromise.

## 4 **SECOND CAUSE OF ACTION**

### 5 **Breach of Contract** 6 **[All Subcontractor Respondents]**

7 84. Claimants fully incorporate herein by reference all allegations contained in  
8 paragraphs 1 through 83 of this Demand.

9 85. Subcontractor Respondents also agreed under the one or more contracts  
10 with Claimants to conduct their work in a good and workmanlike manner in compliance  
11 with the plans and specifications, applicable building codes and guidelines of the Arizona  
12 Registrar of Contractors, and to complete work that is free from defects. Additionally,  
13 Subcontractor Respondents agreed to supply materials that would be of merchantable  
14 quality and reasonably fit for its intended purpose.

15 86. Subcontractor Respondents have breached their respective contracts by  
16 failing to perform their work in compliance with said contractual obligations.

17 87. Upon information and belief, Subcontractor Respondents were also  
18 contractually obligated to obtain specific insurance coverage. The subcontracts contain  
19 the following insurance provision:

20 Commercial general liability insurance with minimum limits of  
21 \$1,000,000 combined single limit per occurrence, (\$1,000,000 general  
22 aggregate, and \$1,000,000 products/completed operations aggregate). The  
23 aggregate limits shall apply separately on each project, contract, job or  
24 phase. Subcontractor agrees that each contract signed shall represent and  
25 be deemed a separate and distinct project. The commercial general  
26 liability insurance shall be on the 07/98 ISO form or an equivalent and  
shall specifically include coverage for Subcontractor's obligations under  
any indemnification/hold harmless provisions in the Contract. The  
commercial general liability policy shall be endorsed to include CHI  
Construction Company, D.R. Horton, Inc., their respective subsidiaries,  
affiliates, partnerships, joint ventures and limited liability companies and  
their respective partners, members, directors, officers, employees and  
agents as additional insureds (collectively, the "Additional Insureds"),



1 using form CG20101185 or an equivalent form, with respect to any  
2 claims, losses, expenses or other costs arising out of the Contract and shall  
3 also be endorsed as primary coverage with respect to any other insurance  
4 which may be carried by the Additional Insureds. It is expressly agreed  
5 that any other insurance covering Additional Insured, is excess over and  
6 non-contributing with Subcontractor's commercial general liability  
7 insurance.

8 88. Subcontractor Respondents have breached their respective contracts by  
9 failing to procure the required insurance and additional insured endorsements on their  
10 respective insurance policies.

11 89. As the result of Subcontractor Respondents' individual breaches of  
12 contract, Claimants have incurred damages and will continue to incur damages,  
13 including attorneys' fees, expert fees, pre-judgment interest, and other expenses.

14 90. The homeowners' claims against Claimants for damages to their homes are  
15 the result, in whole or in part, of the acts and/or omissions of Subcontractor Respondents.

16 91. Claimants are entitled to be indemnified and held harmless by  
17 Subcontractor Respondents, and each of them, for their share of all such loss or damage  
18 incurred by Claimants as the result of any settlement, compromise, judgment, or award  
19 that may occur.

20 92. As a result of the claims against and damages incurred by Claimants, it has  
21 become necessary for Claimants to demand arbitration and initiate this Demand, and  
22 therefore, Claimants are entitled to recover their reasonable attorneys' fees, expert fees,  
23 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and  
24 arbitration demanded above, and any arbitration, action, or other suit brought by the  
25 homeowners, including any amount paid as a result of settlement, judgment, award, or  
26 compromise.

### **THIRD CAUSE OF ACTION**

#### **Breach of Implied Warranty of Workmanship [All Subcontractor Respondents]**

93. Claimants fully incorporate herein by reference all allegations contained in  
Paragraphs 1 through 94 of this Demand.



1           94. Subcontractor Respondents impliedly warranted that their  
2 materials/products/systems would be of merchantable quality and reasonably fit for its  
3 intended purpose and that the work and labor performed under any agreement or  
4 instruction would be done in a careful and workmanlike manner in conformance with  
5 Arizona construction standards and/or practices and all applicable project documents,  
6 including the plans, specifications, and scopes of work.

7           95. Based upon the allegations raised by the homeowners, and/or damages  
8 incurred by the Claimants, the warranties referenced above and provided by  
9 Subcontractor Respondents have been breached as the workmanship and labor were not  
10 performed in a workmanlike manner or in accordance with Arizona construction  
11 standards and/or practices, and the materials were not reasonably fit for their intended  
12 purpose and of a merchantable quality and free from defects.

13           96. As a result of these breaches of such warranties, Claimants have suffered  
14 direct and consequential damages in amounts as set forth above.

15           97. As a result of the claims against and damages incurred by Claimants, it has  
16 become necessary for Claimants to demand arbitration and initiate this Demand, and  
17 therefore, Claimants are entitled to recover their reasonable attorneys' fees, expert fees,  
18 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and  
19 arbitration demanded above, and any arbitration, action, or other suit brought by the  
20 homeowners, including any amount paid as a result of settlement, judgment, award, or  
21 compromise.

#### 22                           **FOURTH CAUSE OF ACTION**

##### 23                                   **Negligence**

##### 24                                   **[All Subcontractor Respondents]**

25           98. Claimants fully incorporate herein by reference all allegations contained in  
26 Paragraphs 1 through 97 of this Demand.

          99. Subcontractor Respondents owed a duty to Claimants to ensure that their  
work would be performed in a workmanlike manner and in accordance with Arizona





1 construction standards and practices and that materials so provided would be free from  
2 material defects and/or fit for their intended or represented purpose.

3 100. At all times relevant herein, Subcontractor Respondents owed a duty of  
4 reasonable care to Claimants to ensure the plumbing systems and component parts were  
5 properly designed, distributed, tested, manufactured, developed, marketed, selected, and  
6 installed at the Project.

7 101. Subcontractor Respondents knew, or should have known, that the breach of  
8 those duties would cause damage to Claimants, who relied upon Subcontractor  
9 Respondents to perform their work properly and according to applicable standards, and to  
10 provide products that were free from material defects and were good for their respective  
11 and conjunctive intended and represented purposes.

12 102. Upon information and belief, Subcontractor Respondents had prior notice  
13 and knowledge of said defects and potential damage, and failed to act timely and  
14 accordingly to remedy the defects.

15 103. Based upon the allegations raised by the homeowners, including damage  
16 alleged to property other than the Subcontractor Respondents' work itself, and/or  
17 damages incurred by Claimants, Subcontractor Respondents breached their duties to  
18 Claimants by negligently failing to ensure that their work was performed in a  
19 workmanlike manner in accordance with all applicable construction standards, and that  
20 materials provided for use in the development were free from defects, and were  
21 reasonably fit for their respective and conjunctive intended purposes as represented to  
22 Claimants.

23 104. As a result of these breaches of warranties, Claimants have suffered direct  
24 and consequential damages to be proven at trial.

25 105. As a result of the claims against and damages incurred by Claimants, it has  
26 become necessary for Claimants to demand arbitration and initiate this Demand, and  
therefore, Claimants are entitled to recover their reasonable attorneys' fees, expert fees,  
costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and



1 arbitration demanded above, and any arbitration, action, or other suit brought by the  
2 homeowners, including any amount paid as a result of settlement, judgment, award, or  
3 compromise.

#### 4 **FIFTH CAUSE OF ACTION**

##### 5 **Common Law/Implied Indemnity** 6 **[All Subcontractor Respondents]**

7 106. Claimants fully incorporate herein by reference all allegations contained in  
8 Paragraphs 1 through 105 of this Demand.

9 107. Claimants are entirely without active fault with regard to the acts or  
10 omissions giving rise to the homeowners' construction defects claims, and thus, they are  
11 entitled to recovery from Subcontractor Respondents.

12 108. Pursuant to the facts of this case and the parties' relationships, as well as  
13 Arizona Common Law and the Restatement of Torts (Second) § 886B, Claimants are  
14 entitled to Common Law Indemnity from Subcontractor Respondents for their reasonable  
15 attorneys' fees, expert fees, costs, and all other expenses related in any way to this  
16 lawsuit and arbitration demanded above, and any arbitration, action, or other suit brought  
17 by the homeowners, including any amount paid as a result of settlement, judgment,  
18 award, or compromise.

19 109. Claimants seek recovery in common law indemnity under various bases,  
20 including, without limitation, equity, unjust enrichment, tort and contract.

21 110. As a result of the claims against and damages incurred by Claimants, it has  
22 become necessary for Claimants to demand arbitration and initiate this Demand, and  
23 therefore, Claimants are entitled to recover their reasonable attorneys' fees, expert fees,  
24 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and  
25 arbitration demanded above, and any arbitration, action, or other suit brought by the  
26 homeowners, including any amount paid as a result of settlement, judgment, award, or  
compromise.



**SIXTH CAUSE OF ACTION**

**Breach of Contract-Duty to Defend – Declaratory Relief  
[All Subcontractor Respondents]**

111. Claimants fully incorporate herein by reference all allegations contained in Paragraphs 1 through 110 of this Demand.

112. Each agreement between Claimants and each Subcontractor Respondent contained language pursuant to which each Subcontractor Respondent expressly and/or impliedly agreed to defend and hold Claimants and others harmless.

113. Pursuant to the express indemnity provisions, Claimants are entitled to be defended by Subcontractor Respondents as a result of any arbitration, action, or other suit brought by the homeowners and/or repairs necessitated by the defective and/or negligent work of, and/or defective products supplied by Subcontractor Respondents, including without limitation, attorneys' fees, expert fees, court costs, and investigative costs.

114. Subcontractor Respondents have a present duty to defend against any claims made against Claimants arising out of their respective scopes of work.

115. Claimants have a present legal right to be provided a defense by Subcontractor Respondents.

116. Upon information and belief, Claimants have tendered the defense of the action to Subcontractor Respondents, each of whom rejected, ignored, or failed to properly accept the tender of defense.

117. A dispute has arisen and an actual controversy now exists between Claimants and Subcontractor Respondents in that Claimants contend they are entitled to a present defense from the Subcontractor Respondents and Subcontractor Respondents deny same.

118. Claimants are entitled to be indemnified by Subcontractor Respondents for all attorneys' fees, expert fees, court costs, and investigative costs sustained as the result of Subcontractor Respondents' failure to defend and hold Claimants and others harmless.

119. Claimants herein seek a declaration by the Court as to their rights and said



1 Subcontractor Respondents' duties and obligations to defend Claimants.

2 120. As a result of the claims against Claimants and each Subcontractor  
3 Respondent's failure to defend, it has become necessary for Claimants to demand  
4 arbitration and initiate this Demand, and therefore, Claimants are entitled to recover their  
5 reasonable attorneys' fees, costs, pre-judgment interest, and all other expenses related in  
6 any way to this lawsuit and any arbitration, action, or other suit brought by the  
7 homeowners.

### 8 **SEVENTH CAUSE OF ACTION**

#### 9 **Breach of Express Warranties** 10 **[All Subcontractor Respondents]**

11 121. Claimants fully incorporate herein by reference all allegations contained in  
12 paragraphs 1 through 120 of this Demand.

13 122. Subcontractor Respondents' subcontracts contained the following express  
14 warranty:

15 10.7 Warranties. Subcontractor warrants to Owner/Contractor that all  
16 materials and equipment furnished shall be new (unless otherwise  
17 specified and agreed to in advance by Owner/Contractor) and that all work  
18 under the Contract shall be of good and workmanlike quality, free from  
19 faults and defects and in conformance with Contract Documents. All  
20 work not conforming to these requirements, including substitutions not  
21 properly approved and authorized, may be considered defective. The  
22 warranties provided in this Paragraph 10.7 shall (a) be in addition to and  
23 not in limitation of any other warranty or remedy available to  
24 Owner/Contractor, (b) be assignable by Owner/Contractor, and (c) be  
25 valid for (i) one (1) year from the date of close of escrow of each house  
26 constructed pursuant to the Contract for all defects in workmanship, (ii)  
two (2) years from the date of close of escrow of each house constructed  
pursuant to the Contract for all defects in workmanship, (iii) ten (10) years  
from the date of close of escrow of each house constructed pursuant to the  
Contract for all structural defects, and (iv) the period prescribed by the  
respective manufacturers with respect to manufacturers' equipment and  
appliance warranties. The warranty periods set forth above shall be  
extended (a) as provided by applicable law and equity, and (b) with  
respect to latent defects, to the date on which the warranty period would  
expire if it commenced on the discovery of the applicable latent defect.





1           123. Based upon the allegations raised by the homeowners, and/or damages  
2 incurred by Claimants, the warranties referenced above and provided by Subcontractor  
3 Respondents have been breached as the workmanship and labor were not performed in a  
4 workmanlike manner or in accordance with Arizona construction standards and/or  
5 practices, and the materials were not reasonably fit for their intended purpose and of a  
6 merchantable quality and free from defects.

7           124. As a result of these breaches of such warranties, Claimants have suffered  
8 direct and consequential damages in amounts as set forth above.

9           125. As a result of the claims against and damages incurred by Claimants, it has  
10 become necessary for Claimants to demand arbitration and initiate this Demand, and  
11 therefore, Claimants are entitled to recover their reasonable attorneys' fees, expert fees,  
12 costs, prejudgment interest, and all other expenses related in any way to this lawsuit and  
13 arbitration demanded above, and any arbitration, action, or other suit brought by the  
14 homeowners, including any amount paid as a result of settlement, judgment, award, or  
15 compromise.

16           WHEREFORE, Claimants request that the Arbitrator enter judgment in favor of  
17 Claimants and against Subcontractor Respondents as follows:

- 18           1. For direct and consequential damages;
- 19           2. For pre-judgment and post-judgment interest thereon at the statutory rate;
- 20           3. For their costs, expenses, and reasonable attorneys' and expert fees incurred  
21 and allowed under any theory, including, but not limited to, the parties'  
22 contract, A.R.S. §§12-341.01(A) and 12-1364; and
- 23           4. For such other relief as this Arbitrator may deem just and appropriate.

24 //

25 //

26 //

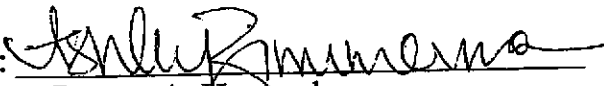
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DATED this 12<sup>th</sup> day of February, 2014.

TIFFANY & BOSCO, P.A.

By:   
Rosary A. Hernandez  
Gregory E. Williams  
Ashley N. Zimmerman  
*Attorneys for Claimants*



# **EXHIBIT "A"**



**HOMESTEAD**  
**Maricopa, AZ**  
**-HOMEOWNER MATRIX-**

Name		Address	Lot	Size	Drop Decked Date
1	<b>Armenta, David</b>	20800 N. Dries Rd.	79	O	6/26/09
2	<b>Breazeale, David and Lois</b>	40456 W. Thornberry Ln.	91	O	8/8/12
3	<b>Breazeale, Patrick</b>	40049 W. Sanders Way	21	O	1/15/08
4	<b>Brandy, Xenia &amp; Cardenas, Sergio</b>	40153 W. Hayden Dr.	68	O	5/21/08
5	<b>Callcott, Jeffrey &amp; Marney</b>	41362 W. Walker Way	5	O	3/20/07
6	<b>Cole, Tracy</b> Federal Natl. Mortgage Assoc. Crain, Lanny	40177 W. Hayden Dr.	66	S	12/29/10 9/1/10 2/28/08
7	<b>Cozy Place LLC</b> Elllott, Lloyd & Joni	40374 W. Hayden Dr.	46	S	12/19/07
8	<b>Crane, Timothy &amp; Casey</b> BAC Home / HUD Recontrust Ceballos, Rosio & Pedro	41247 W. Walker Way	57	S	2010 1/8/10 12/4/09 6/19/07
9	<b>DeAlba, Ricardo &amp; Victoria</b>	40936 W. Thornberry	103	O	1/26/07
10	<b>Denny, Dennis &amp; Sarah</b>	41404 W. Walker Way	8	O	3/2/07
11	<b>Ferrari, Robin</b>	40500 W. Hayden Dr.	55	O	8/30/11
12	<b>Garrison, Christopher</b>	41181 W. Hayden Dr.	68	O	7/14/08
13	<b>Gilmore, Douglas &amp; Cheryl</b> Fannie Mae Randle, Cedric & Anita	20858 N. Madeline St.	27	S	2/24/11 11/10/10 11/13/07
14	<b>Jones, Dawn</b> Aukerman, Robert HUD Wells Fargo / First American Title Stacks, Thistle	40840 W. Hayden Dr.	49	S	7/29/10 7/2010 4/28/10 4/8/10 8/28/07





	Name	Address	Lot	Q	Referral or Recording Date
15	<b>Lott, Unika</b>	41003 W. Pryor Ln.	57	O	4/10/09
16	<b>Martin, Phyllis</b>	41249 W. Robbins Dr.	44	O	10/7/11
17	<b>Martinez, Luis &amp; Veronica</b>	40813 W. Robbins Dr.	58	O	9/18/07
18	<b>Martinez, Ricardo</b> HUD Wells Fargo / First American Title Honle, Kristy	39975 W. Thornberry Ln.	121	S	6/16/11 2/9/11 12/16/10 2/28/08
19	<b>McKillop, Barbara &amp; Ryan</b>	21086 N. Dries Rd.	6	O	7/21/09
20	<b>Means, Dennis &amp; Vera</b>	40478 W. Novak Ln.	110	O	5/5/08
21	<b>Mireles, Ignacio &amp; Susana</b> First Am. Title / Wells Bank Matteson, Andrew	40141 W. Hayden Dr.	69	S	2/18/11 12/8/10 11/19/08
22	<b>Olson Home Rentals</b> Olson, Julie & Oris Federal Home Loan / M. Bosco Winsor, Victoria	40384 W. Robbins Dr.	60	S	8/24/10 4/23/10 1/27/10 2/25/08
23	<b>People, Jeffrey &amp; Geraldine</b>	20945 N. Dries Rd.	67	O	6/2/08
24	<b>Powell, Carol</b>	40728 W. Pryor Ln.	71	O	1/9/08
25	<b>Pruett, Tim &amp; Lyndi</b> HUD Wells Fargo / Michael Bosco Rittenhouse, Jenifer	40377 W. Novak Lane	104	S	12/9/11 7/13/11 6/23/11 6/30/08
26	<b>Quinter, Michael &amp; Marsha (Revocable Trust)</b>	40697 W. Walker Way	27	O	3/21/08
27	<b>Richardson, Ronald</b>	40914 W. Hopper Dr.	17	O	5/18/09



	Name	Address	Lot	Status	Date Recording Date
28	<b>Robinson II, Stanley</b> HUD Wells Fargo / Michael Bosco Bennett, Scott & Lisa	40682 W. Coltin Way	102	S	7/2/10 3/1/10 1/20/10 9/4/07
29	<b>Robles, Alex</b> HUD Luna, Alfredo & Christina	41182 W. Robbins Dr.	11	S	8/20/12 6/27/12 2/20/08
30	<b>Robles, Yolanda</b> HUD Howard, James / Chase Freedom Howard, James	21041 N. Alexis Ave.	27	S	8/23/10 2/17/10 1/25/10 7/9/07
31	<b>Robles, Manuel</b>	40924 W. Hayden Dr.	43	O	1/12/07
32	<b>Sandra L. Salwel Trust</b> Fannie Mae Barrera, Adrian Recontrust / Fed. Mortgage Barrera, Sandy & Adrian	20690 N. Tammy St.	25	S	1/28/11 1/19/11 1/10/11 7/8/10 *4/18/07
33	<b>Sanchez, Grispinga</b>	40797 W. Robbins Dr.	57	O	5/18/09
34	<b>Schmitt, Robert &amp; Vivian</b>	40314 W. Robbins Dr.	55	S	4/28/11 2/11/08
35	<b>Scott, Asia</b>	40394 W. Novak Lane	116	O	5/9/08
36	<b>Smith, Scott &amp; Kerry</b> HUD / Wells Fargo HUD / Wells Fargo Arboleda / Wells Fargo Arboleda, Francisco	21024 N. Wilford Ave.	10	S	5/20/11 6/24/10 6/2/10 3/10/10 *2/27/08



Plaintiff		Address	Unit	S / O	Case Based Resolving Date
37	<b>Stendel, John</b>	41235 W. Brandt Dr.	31	O	5/1/07
38	<b>Sun Palms LP</b> Meade, Patrick Michael De Meade, Gaudalupe Robles Solano, Kendall	40058 W. Thornberry Ln.	93	S	3/16/12 3/16/12 2/10/12 *2/8/12
39	<b>Tralnito, Steven &amp; Marcia</b>	40412 W. Robbins Dr.	61	O	8/8/08
40	<b>Winn, Christopher &amp; Kit</b> Rathbun, Curt & Tonya HUD Recontrust / BAC Home Loans Ratcliff, Vera	41092 W. Robbins Dr.	16	S	7/11/11 6/30/10 3/9/10 2/8/10 9/30/08
41	<b>Winslow, Dorothy</b> Medina, Rosario	41392 W. Brandt Dr.	71	S	5/28/10 7/2/07
42	<b>Wishlow, Gerry &amp; Adella</b> Patel, Virbala & Kaushiklal	41414 W. Hayden Dr.	40	S	4/19/13 6/28/07
43	<b>Zaragoza, Jenny</b>	21191 N. Grantham Rd.	44	O	11/25/08
	<b>RESOLVED:</b>				
1	<b>Bautista, Dioscoro</b>	40416 W. Hayden Dr.	49	O	2/14/08
2	<b>Fletcher, Earl &amp; Diane</b>	39979 W. Robbins Ave.	122	O	12/31/13
3	<b>Foreman, Clarence &amp; Francine</b> Bynum, Byron Hager, Lawrence & Sherry	41070 W. Hopper Dr.	23	S	2/10/12 9/20/2007
4	<b>Holt, Patsy</b>	40081 W. Hayden Dr.	74	O	5/9/08



Number	Name	Address	Lot	O/S	Date Issued
5	<b>Hughes, Thomas</b>	21103 N. Danielle Ave.	74	O	10/28/08
6	<b>Mendoza, Maria</b>	20872 N. Madeline St.	28	S	5/12/10 7/30/07
7	<b>Ricks, Ed &amp; Donna</b> Kumetat, Kurt & Maria	41314 W. Thornberry Ln.	80	S	4/19/10 *6/19/07
8	<b>Rumney, Jacqueline Louise &amp; Dennis and Davison, Diana &amp; Russell</b> Davison, Russell & Diana Marcel, Glen & Sheri	20884 N. Dries Rd.	73	S	5/17/12 2/11/11 6/4/08
9	<b>Weaver, Bruce</b> Carbone, Dan HUD Recontrust Porras, Nathan & Laura	40324 W. Novak Ln.	121	S	8/30/12 4/23/10 11/24/09 11/23/09 6/2/08





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4 **WOOD, SMITH, HENNING & BERMAN LLP**  
 5 2525 E. Camelback Road, Suite 450  
 5 Phoenix, Arizona 85016-4210  
 6 Phone: 602-441-1300 ♦ Fax 602-441-1350

7 *Attorneys for Plaintiffs Continental Homes, Inc.*  
 7 *And CHI Construction Company*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MARICOPA**

11 CONTINENTAL HOMES, INC. a  
 12 Delaware corporation; CHI  
 12 CONSTRUCTION COMPANY, Arizona  
 13 corporation, and DOES 1-100, inclusive

14 Plaintiffs,

15 v.

16 ADAMS BROS INTERIORS &  
 16 CABINETS, INC., an Arizona corporation;  
 17 ALLIED MASONRY, LLC, an Arizona  
 17 limited liability company; ALOHA  
 18 GRADING, INC., an Arizona corporation;  
 18 AMERICAN WOODMARK  
 19 CORPORATION d/b/a TIMBERLAKE  
 19 CABINET CO., a Virginia corporation;  
 20 ANOZIRA STUCCO AND STONE  
 20 WORKS, LLC, an Arizona limited liability  
 21 company; ASPEN BLOCK, LLC, an  
 21 Arizona limited liability company; BCI  
 22 BEBOUT CONCRETE OF ARIZONA,  
 22 INC., an Arizona corporation; BREWER  
 23 ENTERPRISES, INC., an Arizona  
 23 corporation; BUILDER SERVICES  
 24 GROUP, INC. F/K/A MASCO  
 24 CONTRACTOR SERVICES CENTRAL,  
 25 INC. D/BA/ GALE CONTRACTOR  
 25 SERVICES, a Florida corporation;  
 26 BURROWS CONCRETE, LLC, an  
 26 Arizona limited liability company;  
 27 CANYON STATE DRYWALL, INC., an  
 27 Arizona corporation; CATALINA  
 28 ROOFING AND SUPPLY, INC., an  
 28 Arizona corporation; CHAS ROBERTS

MICHAEL K. JEANES  
 Clerk of the Superior Court  
 By Patrick Roe, Deputy  
 Date 10/29/2014 Time 16:23:20

Description	Amount
CASE# CV2014-013612	
CIVIL NEW COMPLAINT	319.00

TOTAL AMOUNT 319.00

Receipt# 24114836

Case No.

CV 2014-013612

**CONTINENTAL HOMES, INC.'S AND  
 CHI CONSTRUCTION COMPANY'S  
 COMPLAINT**

1. DEMAND FOR ARBITRATION
2. EXPRESS INDEMNITY
3. BREACH OF CONTRACT
4. BREACH OF IMPLIED WARRANTY
5. NEGLIGENCE
6. IMPLIED INDEMNITY
7. DECLARATORY RELIEF - DUTY TO DEFEND
8. BREACH OF EXPRESS WARRANTY

Assigned to the Honorable



- 1 AIR CONDITIONING, INC., an Arizona corporation; CLAYTON GLASS &
- 2 ACCESSORIES, INC., an Arizona corporation; DESERT VISTA, INC., an
- 3 Arizona corporation; DESIGN DRYWALL WEST, INC., a Colorado
- 4 corporation; DIVERSIFIED ROOFING CORPORATION, an Arizona corporation;
- 5 DIXON BROTHERS INCORPORATED, an Arizona corporation; MASCO
- 6 FRAMING HOLDING COMPANY LLC D/B/A DOOR SALES &
- 7 INSTALLATIONS, LLC, an Arizona limited liability company; DRRS
- 8 PLUMBING SERVICES, LLC d/b/a EPIC PLUMBING, an Arizona limited liability
- 9 company; DVC CONSTRUCTION COMPANY, INC., an Arizona
- 10 corporation; EMPIRE PLASTERING, LLC, an Arizona limited liability company;
- 11 ERICKSON CONSTRUCTION, LLC, an Arizona limited liability company;
- 12 HOLMES-HALLY INDUSTRIES INC., a California corporation; INFINITY
- 13 BUILDING PRODUCTS, LLC, an Arizona limited liability company;
- 14 INTEGRATED STUCCO, INC., an Arizona corporation; MFF, INC. an
- 15 Arizona corporation f/k/a MESA FULLY FORMED, LLC, an Arizona limited
- 16 liability company; MPC CONTRACTING COMPANY, INC., an Arizona
- 17 corporation; NORCRAFT COMPANIES, LP D/B/A MID CONTINENT
- 18 CABINETRY, a Delaware limited partnership; OSBORNE STUCCO, INC.,
- 19 an Arizona corporation; PARAMOUNT WINDOWS, LLC, an Arizona limited
- 20 liability company; POCO VERDE LANDSCAPE, INC. n/k/a POCO VERDE
- 21 POOLS AND LANDSCAPE, INC., an Arizona corporation; L.R. BORELLI INC.
- 22 d/b/a PARTITIONS & ACCESSORIES, CO., an Arizona corporation; PORTER-
- 23 JARVIS, LLC d/b/a JADE GRADING, an Arizona limited liability company; RCC
- 24 HOLDINGS LLC d/b/a PRIMERA, an Arizona limited liability company;
- 25 ROADRUNNER DRYWALL CORP., an Arizona corporation; SAN TAN
- 26 ROOFING, INC.; an Arizona corporation; SOMBRERO PAINTING, INC., an
- 27 Arizona corporation; SONORAN CONCRETE, LLC, an Arizona limited
- 28 liability company; SPECIALTY



1 ROOFING, INC., an Arizona corporation;  
2 TOP GRADING & WASTE SERVICES,  
3 INC., an Arizona corporation; UNITED  
4 FENCE COMPANY, INC., an Arizona  
5 corporation; VW DIG, LLC, an Arizona  
6 limited liability company; WAYNE-  
7 DALTON CORP.; an Ohio corporation  
8 WESTERN STATES GLASS AND  
9 BUILDING PRODUCTS, INC., an  
Arizona corporation; WESTY'S SOIL  
COMPACTING COMPANY, INC., an  
Arizona corporation; WHITTON  
CONCRETE, INC., an Arizona  
corporation; XO WINDOWS, LLC, an  
Arizona limited liability company;  
BLACK CORPORATIONS I-XX; WHITE  
PARTNERSHIPS I-XX; and DOES I-XX

10 Defendants.

11  
12 Plaintiffs Continental Homes, Inc., and CHI Construction Company (collectively  
13 "Plaintiffs"), through undersigned counsel hereby respectfully submit their Complaint against  
14 Defendants as follows:

15 **JURISDICTION**

16 1. Continental Homes, Inc. was at all times material hereto a Delaware corporation  
17 authorized to do business and was doing business in the County of Maricopa, State of Arizona.

18 2. CHI Construction Company was at all times material hereto an Arizona  
19 corporation authorized to do business and was doing business within the County of Maricopa,  
20 State of Arizona.

21 3. Upon information and belief, Defendant Adams Bros Interiors & Cabinets, Inc.  
22 was at all times material hereto an Arizona Corporation authorized to do business and was  
23 doing business within the County of Maricopa, State of Arizona. Adams Bros Interiors &  
24 Cabinets, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
25 wherein it agreed to provide construction materials and perform work at the subject property,  
26 The Homestead located in the city of Maricopa, County of Pinal, State of Arizona (hereinafter  
27 the "Project").

28 4. Upon information and belief, Defendant Allied Masonry, LLC was at all times



1 material hereto an Arizona limited liability company authorized to do business and was doing  
2 business within the County of Maricopa, State of Arizona. Allied Masonry, LLC entered into  
3 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
4 construction materials and perform work at the Project.

5 5. Upon information and belief, Defendant Aloha Grading, Inc. was at all times  
6 material hereto an Arizona corporation authorized to do business and was doing business  
7 within the County of Maricopa, State of Arizona. Aloha Grading, Inc. entered into contract(s)  
8 with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction  
9 materials and perform work at the Project.

10 6. Upon information and belief, Defendant American Woodmark Corporation d/b/a  
11 Timberlake Cabinet Co. was at all times material hereto a Virginia corporation authorized to  
12 do business within the County of Maricopa, State of Arizona. American Woodmark  
13 Corporation d/b/a Timberlake Cabinet Co. entered into contract(s) with Plaintiffs, and/or their  
14 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
15 work at the Project.

16 7. Upon information and belief, Defendant Anozira Stucco and Stone Works, LLC  
17 was at all times material hereto an Arizona limited liability company authorized to do business  
18 and was doing business within the County of Maricopa, State of Arizona. Anozira Stucco and  
19 Stone Works, LLC entered into contract(s) with Plaintiffs, and/or their duly authorized  
20 agent(s), wherein it agreed to provide construction materials and perform work at the Project.

21 8. Upon information and belief, Defendant Aspen Block, LLC was at all times  
22 material hereto an Arizona limited liability company authorized to do business and was doing  
23 business within the County of Maricopa, State of Arizona. Aspen Block, LLC entered into  
24 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
25 construction material and perform work at the Project.

26 9. Upon information and belief, Defendant BCI Bebout Concrete of Arizona, Inc.  
27 was at all times material hereto an Arizona corporation authorized to do business and was  
28 doing business within the County of Maricopa, State of Arizona. BCI Bebout Concrete of





1 Arizona, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
2 wherein it agreed to provide construction material and perform work at the Project.

3 10. Upon information and belief, Defendant Brewer Enterprises, Inc. was at all  
4 times material hereto an Arizona corporation authorized to do business and was doing  
5 business within the County of Maricopa, State of Arizona. Brewer Enterprises, Inc. entered  
6 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
7 provide construction material and perform work at the Project.

8 11. Upon information and belief, Defendant Builder Services Group, Inc. f/k/a  
9 Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services was at all times  
10 material hereto a Florida corporation authorized to do business and was doing business within  
11 the County of Maricopa, State of Arizona. Builder Services Group, Inc. f/k/a Masco  
12 Contractor Services Central, Inc. d/b/a Gale Contractor Services entered into contract(s) with  
13 Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction  
14 material and perform work at the Project.

15 12. Upon information and belief, Defendant Burrows Concrete, LLC was at all  
16 times material hereto an Arizona limited liability company authorized to do business and was  
17 doing business within the County of Maricopa, State of Arizona. Burrows Concrete, LLC  
18 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed  
19 to provide construction materials and perform work at the Project.

20 13. Upon information and belief, Defendant Canyon State Drywall, Inc. was at all  
21 times material hereto an Arizona corporation authorized to do business and was doing  
22 business within the County of Maricopa, State of Arizona. Canyon State Drywall, Inc. entered  
23 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
24 provide construction materials and perform work at the Project.

25 14. Upon information and belief, Defendant Catalina Roofing and Supply, Inc. was  
26 at all times material hereto an Arizona corporation authorized to do business and was doing  
27 business within the County of Maricopa, State of Arizona. Catalina Roofing and Supply, Inc.  
28 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed



1 to provide construction materials and perform work at the Project.

2 15. Upon information and belief, Defendant Chas Roberts Air Conditioning, Inc.  
3 was at all times material hereto an Arizona corporation authorized to do business and was  
4 doing business within the County of Maricopa, State of Arizona. Chas Roberts Air  
5 Conditioning, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized  
6 agent(s), wherein it agreed to provide construction materials and perform work at the Project.

7 16. Upon information and belief, Defendant Clayton Glass & Accessories, Inc. was  
8 at all times material hereto an Arizona corporation authorized to do business and was doing  
9 business within the County of Maricopa, State of Arizona. Clayton Glass & Accessories, Inc.  
10 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed  
11 to provide construction materials and perform work at the Project.

12 17. Upon information and belief, Defendant Desert Vista, Inc. was at all times  
13 material hereto an Arizona corporation authorized to do business and was doing business  
14 within the County of Maricopa, State of Arizona. Desert Vista, Inc. entered into contract(s)  
15 with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction  
16 materials and perform work at the Project.

17 18. Upon information and belief, Defendant Design Drywall West, Inc. was at all  
18 times material hereto a Colorado corporation authorized to do business and was doing  
19 business within the County of Maricopa, State of Arizona. Design Drywall West, Inc. entered  
20 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
21 provide construction materials and perform work at the Project.

22 19. Upon information and belief, Defendant Diversified Roofing Corporation was at  
23 all times material hereto an Arizona corporation authorized to do business and was doing  
24 business within the County of Maricopa, State of Arizona. Diversified Roofing Corporation  
25 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed  
26 to provide construction materials and perform work at the Project.

27 20. Upon information and belief, Defendant Dixon Brothers Incorporated was at all  
28 time material hereto an Arizona corporation authorized to do business and was doing business



1 within the County of Maricopa, State of Arizona. Dixon Brothers Incorporated entered into  
2 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
3 construction materials and perform work at the Project.

4 21. Upon information and belief, Defendant MASCO Framing Holding Company  
5 LLC d/b/a Door Sales & Installations, LLC, was at all times material hereto an Arizona  
6 limited liability company authorized to do business and was doing business within the County  
7 of Maricopa, State of Arizona. MASCO Framing Holding Company LLC d/b/a Door Sales &  
8 Installations, LLC entered into contract(s) with Plaintiffs, and/or their duly authorized  
9 agent(s), wherein it agreed to provide construction materials and perform work at the Project.

10 22. Upon information and belief, Defendant DRRS Plumbing Services, LLC d/b/a  
11 Epic Plumbing was at all times material hereto an Arizona limited liability company  
12 authorized to do business and was doing business within the County of Maricopa, State of  
13 Arizona. DRRS Plumbing Services, LLC d/b/a Epic Plumbing entered into contract(s) with  
14 Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction  
15 materials and perform work at the Project.

16 23. Upon information and belief, Defendant DVC Construction Company, Inc. was  
17 at all times material hereto an Arizona corporation authorized to do business and was doing  
18 business within the County of Maricopa, State of Arizona. DVC Construction Company, Inc.  
19 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed  
20 to provide construction materials and perform work at the Project.

21 24. Upon information and belief, Defendant Empire Plastering, LLC was at all times  
22 material hereto an Arizona limited liability company authorized to do business and was doing  
23 business within the County of Maricopa, State of Arizona. Empire Plastering, LLC entered  
24 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
25 provide construction materials and perform work at the Project.

26 25. Upon information and belief, Defendant Erickson Construction, LLC was at all  
27 times material hereto an Arizona limited liability company authorized to do business and was  
28 doing business within the County of Maricopa, State of Arizona. Erickson Construction, LLC



1 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed  
2 to provide construction materials and perform work at the Project.

3 26. Upon information and belief, Defendant Holmes-Hally Industries Inc. was at all  
4 times material hereto a California corporation authorized to do business and was doing  
5 business within the County of Maricopa, State of Arizona. Holmes-Hally Industries, Inc.  
6 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed  
7 to provide construction materials and perform work at the Project.

8 27. Upon information and belief, Defendant Infinity Building Products, LLC was at  
9 all times material hereto an Arizona limited liability company authorized to do business and  
10 was doing business within the County of Maricopa, State of Arizona. Infinity Building  
11 Products, LLC entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
12 wherein it agreed to provide construction materials and perform work at the Project.

13 28. Upon information and belief, Defendant Integrated Stucco, Inc. was at all times  
14 material hereto an Arizona corporation authorized to do business and was doing business  
15 within the County of Maricopa, State of Arizona. Integrated Stucco, Inc. entered into  
16 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
17 construction materials and perform work at the Project.

18 29. Upon information and belief, Defendant MFF, Inc. was at all times material  
19 hereto an Arizona corporation and formerly known as Mesa Fully Formed, LLC, which was at  
20 all times material hereto an Arizona limited liability company authorized to do business and  
21 was doing business within the County of Maricopa, State of Arizona. MFF, Inc. f/k/a Mesa  
22 Fully Formed, LLC entered into contract(s) with Plaintiffs, and/or their duly authorized  
23 agent(s), wherein it agreed to provide construction materials and perform work at the Project.

24 30. Upon information and belief, Defendant MPC Contracting Company, Inc. was at  
25 all times material hereto an Arizona corporation authorized to do business and was doing  
26 business within the County of Maricopa, State of Arizona. MPC Contracting Company, Inc.  
27 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed  
28 to provide construction materials and perform work at the Project.





1           31. Upon information and belief, Defendant Norcraft Companies, LP d/b/a Mid  
2 Continent Cabinetry was at all times material hereto a Delaware limited partnership authorized  
3 to do business and was doing business within the County of Maricopa, State of Arizona.  
4 Norcraft Companies, LP d/b/a Mid. Continent Cabinetry entered into contract(s) with  
5 Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction  
6 materials and perform work at the Project.

7           32. Upon information and belief, Defendant Osborne Stucco, Inc. was at all times  
8 material hereto an Arizona corporation authorized to do business and was doing business  
9 within the County of Maricopa, State of Arizona. Osborne Stucco, Inc. entered into  
10 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
11 construction materials and perform work at the Project.

12           33. Upon information and belief, Defendant Paramount Windows, LLC was at all  
13 times material hereto an Arizona limited liability company authorized to do business and was  
14 doing business within the County of Maricopa, State of Arizona. Upon information and  
15 belief, Paramount Windows, LLC manufactured and supplied allegedly defective windows at  
16 the Project.

17           34. Upon information and belief, Defendant Poco Verde Landscape, Inc. n/k/a Poco  
18 Verde Pools and Landscape, Inc. was at all times material hereto an Arizona corporation  
19 authorized to do business and was doing business within the County of Maricopa, State of  
20 Arizona. Poco Verde Landscape, Inc. n/k/a Poco Verde Pools and Landscape, Inc. entered  
21 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
22 provide construction materials and perform work at the Project.

23           35. Upon information and belief, Defendant L.R. Borelli Inc. d/b/a Partitions &  
24 Accessories, Co. was at all times material hereto an Arizona corporation authorized to do  
25 business and was doing business within the County of Maricopa, State of Arizona. L.R.  
26 Borelli Inc. d/b/a Partitions & Accessories, Co. entered into contract(s) with Plaintiffs, and/or  
27 their duly authorized agent(s), wherein it agreed to provide construction materials and perform  
28 work at the Project.



1           36.     Upon information and belief, Defendant Porter-Jarvis, LLC d/b/a Jade Grading  
2 was at all times material hereto an Arizona limited liability company authorized to do business  
3 and was doing business within the County of Maricopa, State of Arizona. Porter-Jarvis, LLC  
4 d/b/a Jade Grading entered into contract(s) with Plaintiffs, and/or their duly authorized  
5 agent(s), wherein it agreed to provide construction materials and perform work at the Project.

6           37.     Upon information and belief, Defendant RCC Holdings LLC d/b/a Primera was  
7 at all times material hereto an Arizona limited liability company authorized to do business and  
8 was doing business within the County of Maricopa, State of Arizona. RCC Holdings LLC  
9 d/b/a Primera entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
10 wherein it agreed to provide construction materials and perform work at the Project.

11           38.     Upon information and belief, Defendant Roadrunner Drywall Corp. was at all  
12 times material hereto an Arizona corporation authorized to do business and was doing  
13 business within the County of Maricopa, State of Arizona. Roadrunner Drywall Corp. entered  
14 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
15 provide construction materials and perform work at the Project.

16           39.     Upon information and belief, Defendant San Tan Roofing, Inc. was at all times  
17 material hereto an Arizona corporation authorized to do business and was doing business  
18 within the County of Maricopa, State of Arizona. San Tan Roofing, Inc. entered into  
19 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
20 construction materials and perform work at the Project.

21           40.     Upon information and belief, Defendant Sombrero Painting, Inc. was at all times  
22 material hereto an Arizona corporation authorized to do business and was doing business  
23 within the County of Maricopa, State of Arizona. Sombrero Painting, Inc. entered into  
24 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
25 construction materials and perform work at the Project.

26           41.     Upon information and belief, Defendant Sonoran Concrete, LLC was at all times  
27 material hereto an Arizona limited liability company authorized to do business and was doing  
28 business within the County of Maricopa, State of Arizona. Sonoran Concrete, LLC entered



1 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to  
2 provide construction materials and perform work at the Project.

3 42. Upon information and belief, Defendant Specialty Roofing, Inc. was at all times  
4 material hereto an Arizona corporation authorized to do business and was doing business  
5 within the County of Maricopa, State of Arizona. Specialty Roofing, Inc. entered into  
6 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
7 construction materials and perform work at the Project.

8 43. Upon information and belief, Defendant Top Grading & Waste Services, Inc.  
9 was at all times material hereto an Arizona corporation authorized to do business and was  
10 doing business within the County of Maricopa, State of Arizona. Top Grading & Waste  
11 Services, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),  
12 wherein it agreed to provide construction materials and perform work at the Project.

13 44. Upon information and belief, Defendant United Fence Company, Inc. was at all  
14 times material hereto an Arizona corporation authorized to do business and was doing  
15 business within the County of Maricopa, State of Arizona. United Fence Company, Inc.  
16 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed  
17 to provide construction materials and perform work at the Project.

18 45. Upon information and belief, Defendant VW Dig, LLC was at all times material  
19 hereto an Arizona limited liability company authorized to do business and was doing business  
20 within the County of Maricopa, State of Arizona. VW Dig, Inc. entered into contract(s) with  
21 Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction  
22 materials and perform work at the Project.

23 46. Upon information and belief, Defendant Wayne-Dalton Corp. was at all times  
24 material hereto an Ohio corporation authorized to do business and was doing business within  
25 the County of Maricopa, State of Arizona. Wayne-Dalton Corp. entered into contract(s) with  
26 Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction  
27 materials and perform work at the Project.

28 47. Upon information and belief, Defendant Western States Glass and Building



1 Products, Inc. was at all times material hereto an Arizona corporation authorized to do  
2 business and was doing business within the County of Maricopa, State of Arizona. Western  
3 States Glass and Building Products, Inc. entered into contract(s) with Plaintiffs, and/or their  
4 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
5 work at the Project.

6 48. Upon information and belief, Defendant Westy's Soil Compacting Company,  
7 Inc. was at all times material hereto an Arizona corporation authorized to do business and was  
8 doing business within the County of Maricopa, State of Arizona. Westy's Soil Compacting  
9 Co., Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein  
10 it agreed to provide construction materials and perform work at the Project.

11 49. Upon information and belief, Defendant Whitton Concrete, Inc. was at all times  
12 material hereto an Arizona corporation authorized to do business and was doing business  
13 within the County of Maricopa, State of Arizona. Whitton Concrete, Inc. entered into  
14 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide  
15 construction materials and perform work at the Project.

16 50. Upon information and belief, Defendant XO Windows, LLC was at all times  
17 material hereto an Arizona limited liability company authorized to do business and was doing  
18 business within the County of Maricopa, State of Arizona. Upon information and belief, XO  
19 Windows, LLC manufactured and supplied allegedly defective windows at the Project.

20 51. Upon information and belief, Defendants Black Corporations I – XX are  
21 fictitious names whose true names are not known to Plaintiffs at this time. Plaintiffs request  
22 permission to insert the true names of these Defendants at such time as the true names are  
23 discovered with the same effect as if such names had been set forth specifically herein.

24 52. Upon information and belief, Defendants White Partnerships I – XX are  
25 fictitious names whose true names are not known to Plaintiffs at this time. Plaintiffs request  
26 permission to insert the true names of these Defendants at such time as the true names are  
27 discovered with the same effect as if such names had been set forth specifically herein.

28 53. Upon information and belief, Defendants Does I – XX are fictitious names





1 whose true names are not known to Plaintiffs at this time. Plaintiffs request permission to  
2 insert the true names of these Defendants at such time as the true names are discovered with  
3 the same effect as if such names had been set forth specifically herein.

4 54. Venue is proper before this Court pursuant to A.R.S. § 12-401(5), (7), (12) and  
5 (18).

6 55. As used throughout this Complaint, Adams Bros Interiors & Cabinets, Inc.;  
7 Allied Masonry, LLC; Aloha Grading, Inc.; American Woodmark Corporation d/b/a  
8 Timberlake Cabinet Co.; Anozira Stucco and Stone Works, LLC; Aspen Block, LLC; BCI  
9 Bebout Concrete of Arizona, Inc.; Brewer Enterprises, Inc.; Builder Services Group, Inc. f/k/a  
10 Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services; Burrows Concrete,  
11 LLC; Canyon State Drywall, Inc.; Catalina Roofing and Supply, Inc.; Chas Roberts Air  
12 Conditioning, Inc.; Clayton Glass & Accessories, Inc.; Desert Vista, Inc.; Design Drywall  
13 West, Inc.; Diversified Roofing Corporation; Dixon Brothers Incorporated; MASCO Framing  
14 Holding Company LLC d/b/a Door Sales & Installations, LLC; DRRS Plumbing Services,  
15 LLC d/b/a Epic Plumbing; DVC Construction Company, Inc.; Empire Plastering, LLC;  
16 Erickson Construction, LLC; Holmes-Hally Industries, Inc.; Infinity Building Products, LLC;  
17 Integrated Stucco, Inc.; MFF, Inc. f/k/a Mesa Fully Formed, LLC; MPC Contracting  
18 Company, Inc.; Norcraft Companies, LP d/b/a Mid Continent Cabinetry; Osborne Stucco,  
19 Inc.; Paramount Windows, LLC; Poco Verde Landscape, Inc. n/k/a Poco Verde Pools and  
20 Landscape, Inc.; L.R. Borelli Inc. d/b/a Partitions & Accessories, Co.; Porter-Jarvis, LLC  
21 d/b/a Jade Grading; RCC Holdings LLC d/b/a Primera; Roadrunner Drywall Corp.; San Tan  
22 Roofing, Inc.; Sombrero Painting, Inc.; Sonoran Concrete, LLC; Specialty Roofing, Inc.; Top  
23 Grading & Waste Services, Inc.; United Fence Company, Inc.; VW Dig, LLC; Wayne-Dalton  
24 Corp.; Western States Glass and Building Products, Inc.; Westy's Soil Compacting Company,  
25 Inc.; Whitton Concrete, Inc.; and XO Windows, LLC are collectively referred to as  
26 "Subcontractor Defendants." The term "Subcontractor Defendants" shall also include  
27 fictitious named defendants.

28 56. Upon information and belief, pursuant to indemnity language contained in the



1 above-referenced contracts, each Subcontractor Defendant has an obligation to indemnify  
2 Plaintiffs for alleged defects arising from its respective work, materials supplied, and/or  
3 professional services.

4 57. Upon information and belief, pursuant to language contained in the above-  
5 referenced contracts and as may otherwise apply by law, each Subcontractor Defendant has an  
6 obligation to defend Plaintiffs for alleged defects arising from its respective work and/or  
7 professional services.

8 58. The owners of certain residences within the Project have alleged construction  
9 defects associated with various components of their homes including, but not limited to,  
10 concrete slabs, stucco, water intrusion membranes, roofs, floors/floor coverings, walls,  
11 ceilings, drywall, cabinets, doors and windows, sliding glass doors, shear walls, concrete  
12 flatwork, sheet metal, insulation, electrical systems, HVAC systems, pavement system,  
13 plumbing and plumbing fixtures, irrigation systems, soils, grading, framing, stairs,  
14 foundations, garage doors, shower doors, mirrors, drainage, paint, fences, fireplaces/chimneys,  
15 trim carpentry, decks and structural systems, and other areas

16 59. The homeowners that have alleged damages resulting from the defects listed  
17 above are identified in Exhibit "A". Upon information and belief, other homeowners may be  
18 bringing similar claims in addition to those identified in Exhibit "A" and should those claims  
19 be brought, Plaintiffs request permission to insert the names of these additional homeowners  
20 at such time as the true names are discovered with the same effect as if such names had been  
21 set forth specifically herein.

22 60. If the homeowners' allegations are true, then any and all damages claimed by  
23 them are directly and proximately caused by the defective, negligent, careless and/or reckless  
24 construction work and/or professional services and/or defective materials/products/systems  
25 supplied by Subcontractor Defendants.

26 61. Each Subcontractor Defendant received reasonable notice of the homeowners'  
27 claims and had an opportunity to defend Plaintiffs.

28 62. Notwithstanding Plaintiffs' invitations and demands to participate in pre-



1 litigation negotiations and defend Plaintiffs, each Subcontractor Defendant has thus far failed  
2 to do so.

3 63. As a result of each of Subcontractor Defendant's refusal to defend and  
4 indemnify, Plaintiffs have been forced to defend themselves and continue to incur substantial  
5 attorneys' fees, expert fees, and costs.

6 64. Each Subcontractor Defendant expressly and/or impliedly warranted that its  
7 work would be performed in a good and workmanlike manner, be free from defect, and that its  
8 products and materials would not be defective.

9 65. Each Subcontractor Defendant expressly agreed to obtain additional insured  
10 endorsements naming Plaintiffs as additional insureds under their respective policies of  
11 insurance.

12 66. Each Subcontractor Defendant owed Plaintiffs a duty to ensure its work was  
13 performed in accordance with, among other things, applicable construction standards and the  
14 applicable project documents, including plans and specifications, and that its products were  
15 without defect.

16 **FIRST CAUSE OF ACTION**

17 **Demand for Arbitration**

18 **[All Subcontractor Defendants]**

19 67. Plaintiffs fully incorporate herein by reference all allegations contained in  
20 Paragraphs 1 through 66 of this Complaint.

21 68. Upon information and belief, each Subcontractor Defendant entered into written  
22 agreements with Plaintiffs to resolve any and all disputes through binding arbitration.

23 69. This Complaint is intended to toll any applicable statutes of limitation and/or  
24 statutes of repose. Plaintiffs do not waive their rights and expressly reserve their right to  
25 resolve the subject matter of this Complaint through arbitration. Plaintiffs' Demand for  
26 Arbitration is attached hereto as Exhibit "B." Alternatively, should this Court or other tribunal  
27 of competent jurisdiction determine that arbitration of the subject matter of this Complaint is  
28 not required or otherwise invalid or unenforceable under the parties' written agreements,



1 Plaintiffs bring the remaining causes of action before this Court.

2 70. It is the express intent of Plaintiffs to resolve the subject matter of this  
3 Complaint against Subcontractor Defendants through arbitration, but to date, the  
4 Subcontractor Defendants have refused to arbitrate Plaintiffs' Claims.

5 71. Pursuant to Arizona Revised Statutes section 12-3007, Plaintiffs request an  
6 Order compelling Subcontractor Defendants to arbitrate in accordance with the written  
7 arbitration agreements.

8 **SECOND CAUSE OF ACTION**

9 **Express Indemnity**

10 **[All Subcontractor Defendants]**

11 72. Plaintiffs fully incorporate herein by reference all allegations contained in  
12 Paragraphs 1 through 71 of this Complaint.

13 73. Each agreement between Plaintiffs and each Subcontractor Defendant contained  
14 language pursuant to which each Subcontractor Defendant agreed to indemnify and hold  
15 Plaintiffs harmless.

16 74. The acts of the Subcontractor Defendants are the direct and proximate cause, in  
17 whole or in part, of the damages alleged by the homeowners.

18 75. Plaintiffs are entitled to be indemnified by Subcontractor Defendants for all such  
19 losses or damages they have sustained, or will sustain, as the result of settlement, judgment,  
20 award, and/or compromise.

21 76. As a result of the claims against and damages incurred by Plaintiffs, it has  
22 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
23 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees, costs,  
24 pre-judgment interest, and all other expenses related in any way to this lawsuit and arbitration  
25 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
26 including any amount paid as a result of settlement, judgment, award, or compromise.

27 ///

28 ///





**THIRD CAUSE OF ACTION**

**Breach of Contract**

**[All Subcontractor Defendants]**

77. Plaintiffs fully incorporate herein by reference all allegations contained in paragraphs 1 through 76 of this Complaint.

78. Subcontractor Defendants also agreed under the one or more contracts with Plaintiffs to conduct their work in a good and workmanlike manner in compliance with the plans and specifications, applicable building codes and guidelines of the Arizona Registrar of Contractors, and to complete work that is free from defects. Additionally, Subcontractor Defendants agreed to supply materials that would be of merchantable quality and reasonably fit for its intended purpose.

79. Subcontractor Defendants have breached their respective contracts by failing to perform their work in compliance with said contractual obligations.

80. Upon information and belief, Subcontractor Defendants were also contractually obligated to obtain specific insurance coverage. The subcontracts contain the following insurance provision:

Commercial general liability insurance with minimum limits of \$1,000,000 combined single limit per occurrence, (\$1,000,000 general aggregate, and \$1,000,000 products/completed operations aggregate). The aggregate limits shall apply separately on each project, contract, job or phase. Subcontractor agrees that each contract signed shall represent and be deemed a separate and distinct project. The commercial general liability insurance shall be on the 07/98 ISO form or an equivalent and shall specifically include coverage for Subcontractor's obligations under any indemnification/hold harmless provisions in the Contract. The commercial general liability policy shall be endorsed to include CHI Construction Company, D.R. Horton, Inc., their respective subsidiaries, affiliates, partnerships, joint ventures and limited liability companies and their respective partners, members, directors, officers, employees and agents as additional insureds (collectively, the "Additional Insureds"), using form CG20101185 or an equivalent form, with respect to any claims, losses, expenses or other costs arising out of the Contract and shall also be endorsed as primary coverage with respect to any other insurance which may be carried by the Additional Insureds. It is expressly agreed that any other insurance covering Additional Insured, is excess over and non-contributing with Subcontractor's commercial general liability insurance.



1           81. Subcontractor Defendants have breached their respective contracts by failing to  
2 procure the required insurance and additional insured endorsements on their respective  
3 insurance policies.

4           82. As the result of Subcontractor Defendants' individual breaches of contract,  
5 Plaintiffs have incurred damages and will continue to incur damages, including attorneys'  
6 fees, expert fees, pre-judgment interest, and other expenses.

7           83. The homeowners' claims against Plaintiffs for damages to their homes are the  
8 result, in whole or in part, of the acts and/or omissions of Subcontractor Defendants.

9           84. Plaintiffs are entitled to be indemnified and held harmless by Subcontractor  
10 Defendants, and each of them, for their share of all such loss or damage incurred by Plaintiffs  
11 as the result of any settlement, compromise, judgment, or award that may occur.

12           85. As a result of the claims against and damages incurred by Plaintiffs, it has  
13 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
14 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees, costs,  
15 pre-judgment interest, and all other expenses related in any way to this lawsuit and arbitration  
16 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
17 including any amount paid as a result of settlement, judgment, award, or compromise.

18                           **FOURTH CAUSE OF ACTION**

19                           **Breach of Implied Warranty of Workmanship**

20                           **[All Subcontractor Defendants]**

21           86. Plaintiffs fully incorporate herein by reference all allegations contained in  
22 Paragraphs 1 through 85 of this Complaint.

23           87. Subcontractor Defendants impliedly warranted that their  
24 materials/products/systems would be of merchantable quality and reasonably fit for its  
25 intended purpose and that the work and labor performed under any agreement or instruction  
26 would be done in a careful and workmanlike manner in conformance with Arizona  
27 construction standards and/or practices and all applicable project documents, including the  
28



1 plans, specifications, and scopes of work.

2 88. Based upon the allegations raised by the homeowners, and/or damages incurred  
3 by the Plaintiffs, the warranties referenced above and provided by Subcontractor Defendants  
4 have been breached as the workmanship and labor were not performed in a workmanlike  
5 manner or in accordance with Arizona construction standards and/or practices, and the  
6 materials were not reasonably fit for their intended purpose and of a merchantable quality and  
7 free from defects.

8 89. As a result of these breaches of such warranties, Plaintiffs have suffered direct  
9 and consequential damages in amounts as set forth above.

10 90. As a result of the claims against and damages incurred by Plaintiffs, it has  
11 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
12 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees, costs,  
13 pre-judgment interest, and all other expenses related in any way to this lawsuit and arbitration  
14 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
15 including any amount paid as a result of settlement, judgment, award, or compromise.

## 16 **FIFTH CAUSE OF ACTION**

### 17 **Negligence**

#### 18 **[All Subcontractor Defendants]**

19 91. Plaintiffs fully incorporate herein by reference all allegations contained in  
20 Paragraphs 1 through 90 of this Complaint.

21 92. Subcontractor Defendants owed a duty to Plaintiffs to ensure that their work  
22 would be performed in a workmanlike manner and in accordance with Arizona construction  
23 standards and practices and that materials so provided would be free from material defects  
24 and/or fit for their intended or represented purpose.

25 93. At all times relevant herein, Subcontractor Defendants owed a duty of  
26 reasonable care to Plaintiffs to ensure the plumbing systems and component parts were  
27 properly designed, distributed, tested, manufactured, developed, marketed, selected, and  
28 installed at the Project.



1           94. Subcontractor Defendants knew, or should have known, that the breach of those  
2 duties would cause damage to Plaintiffs, who relied upon Subcontractor Defendants to  
3 perform their work properly and according to applicable standards, and to provide products  
4 that were free from material defects and were good for their respective and conjunctive  
5 intended and represented purposes.

6           95. Upon information and belief, Subcontractor Defendants had prior notice and  
7 knowledge of said defects and potential damage, and failed to act timely and accordingly to  
8 remedy the defects.

9           96. Based upon the allegations raised by the homeowners, including damage alleged  
10 to property other than the Subcontractor Defendants' work itself, and/or damages incurred by  
11 Plaintiffs, Subcontractor Defendants breached their duties to Plaintiffs by negligently failing  
12 to ensure that their work was performed in a workmanlike manner in accordance with all  
13 applicable construction standards, and that materials provided for use in the development were  
14 free from defects, and were reasonably fit for their respective and conjunctive intended  
15 purposes as represented to Plaintiffs.

16           97. As a result of these breaches of warranties, Plaintiffs have suffered direct and  
17 consequential damages to be proven at trial.

18           98. As a result of the claims against and damages incurred by Plaintiffs, it has  
19 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
20 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees, costs,  
21 pre-judgment interest, and all other expenses related in any way to this lawsuit and arbitration  
22 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
23 including any amount paid as a result of settlement, judgment, award, or compromise.

24                           **SIXTH CAUSE OF ACTION**

25                           **Common Law/Implied Indemnity**

26                           **[All Subcontractor Defendants]**

27           99. Plaintiffs fully incorporate herein by reference all allegations contained in  
28 Paragraphs 1 through 98 of this Complaint.





1 100. Plaintiffs are entirely without active fault with regard to the acts or omissions  
2 giving rise to the homeowners' construction defects claims, and thus, they are entitled to  
3 recovery from Subcontractor Defendants.

4 101. Pursuant to the facts of this case and the parties' relationships, as well as  
5 Arizona Common Law and the Restatement of Torts (Second) § 886B, Plaintiffs are entitled  
6 to Common Law Indemnity from Subcontractor Defendants for their reasonable attorneys'  
7 fees, expert fees, costs, and all other expenses related in any way to this lawsuit and arbitration  
8 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
9 including any amount paid as a result of settlement, judgment, award, or compromise.

10 102. Plaintiffs seek recovery in common law indemnity under various bases,  
11 including, without limitation, equity, unjust enrichment, tort and contract.

12 103. As a result of the claims against and damages incurred by Plaintiffs, it has  
13 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
14 therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees, costs,  
15 pre-judgment interest, and all other expenses related in any way to this lawsuit and arbitration  
16 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
17 including any amount paid as a result of settlement, judgment, award, or compromise.

18 **SEVENTH CAUSE OF ACTION**

19 **Breach of Contract-Duty to Defend – Declaratory Relief**

20 **[All Subcontractor Defendants]**

21 104. Plaintiffs fully incorporate herein by reference all allegations contained in  
22 Paragraphs 1 through 103 of this Complaint.

23 105. Each agreement between Plaintiffs and each Subcontractor Defendant contained  
24 language pursuant to which each Subcontractor Defendant expressly and/or impliedly agreed  
25 to defend and hold Plaintiffs and others harmless.

26 106. Pursuant to the express indemnity provisions, Plaintiffs are entitled to be  
27 defended by Subcontractor Defendants as a result of any arbitration, action, or other suit  
28 brought by the homeowners and/or repairs necessitated by the defective and/or negligent work



1 of, and/or defective products supplied by Subcontractor Defendants, including without  
2 limitation, attorneys' fees, expert fees, court costs, and investigative costs.

3 107. Subcontractor Defendants have a present duty to defend against any claims  
4 made against Plaintiffs arising out of their respective scopes of work.

5 108. Plaintiffs have a present legal right to be provided a defense by Subcontractor  
6 Defendants.

7 109. Upon information and belief, Plaintiffs have tendered the defense of the action  
8 to Subcontractor Defendants, each of whom rejected, ignored, or failed to properly accept the  
9 tender of defense.

10 110. A dispute has arisen and an actual controversy now exists between Plaintiffs and  
11 Subcontractor Defendants in that Plaintiffs contend they are entitled to a present defense from  
12 the Subcontractor Defendants and Subcontractor Defendants deny same.

13 111. Plaintiffs are entitled to be indemnified by Subcontractor Defendants for all  
14 attorneys' fees, expert fees, court costs, and investigative costs sustained as the result of  
15 Subcontractor Defendants' failure to defend and hold Plaintiffs and others harmless.

16 112. Plaintiffs herein seek a declaration by the Court as to their rights and said  
17 Subcontractor Defendants' duties and obligations to defend Plaintiffs.

18 113. As a result of the claims against Plaintiffs and each Subcontractor Defendant's  
19 failure to defend, it has become necessary for Plaintiffs to demand arbitration and initiate this  
20 Complaint, and therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees,  
21 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and any  
22 arbitration, action, or other suit brought by the homeowners.

23 **EIGHTH CAUSE OF ACTION**

24 **Breach of Express Warranties**

25 **[All Subcontractor Defendants]**

26 114. Plaintiffs fully incorporate herein by reference all allegations contained in  
27 paragraphs 1 through 113 of this Complaint.

28 115. Subcontractor Defendants' subcontracts contained the following express



1 warranty:

2 10.7 Warranties. Subcontractor warrants to Owner/Contractor that all  
3 materials and equipment furnished shall be new (unless otherwise specified  
4 and agreed to in advance by Owner/Contractor) and that all work under the  
5 Contract shall be of good and workmanlike quality, free from faults and  
6 defects and in conformance with Contract Documents. All work not  
7 conforming to these requirements, including substitutions not properly  
8 approved and authorized, may be considered defective. The warranties  
9 provided in this Paragraph 10.7 shall (a) be in addition to and not in limitation  
10 of any other warranty or remedy available to Owner/Contractor, (b) be  
11 assignable by Owner/Contractor, and (c) be valid for (i) one (1) year from the  
12 date of close of escrow of each house constructed pursuant to the Contract for  
13 all defects in workmanship, (ii) two (2) years from the date of close of escrow  
14 of each house constructed pursuant to the Contract for all defects in  
15 workmanship, (iii) ten (10) years from the date of close of escrow of each  
16 house constructed pursuant to the Contract for all structural defects, and (iv)  
17 the period prescribed by the respective manufacturers with respect to  
18 manufacturers' equipment and appliance warranties. The warranty periods set  
19 forth above shall be extended (a) as provided by applicable law and equity,  
20 and (b) with respect to latent defects, to the date on which the warranty period  
21 would expire if it commenced on the discovery of the applicable latent defect.

22 116. Based upon the allegations raised by the homeowners, and/or damages incurred  
23 by Plaintiffs, the warranties referenced above and provided by Subcontractor Defendants have  
24 been breached as the workmanship and labor were not performed in a workmanlike manner or  
25 in accordance with Arizona construction standards and/or practices, and the materials were not  
26 reasonably fit for their intended purpose and of a merchantable quality and free from defects.

27 117. As a result of these breaches of such warranties, Plaintiffs have suffered direct  
28 and consequential damages in amounts as set forth above.

118. As a result of the claims against and damages incurred by Plaintiffs, it has  
become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and  
therefore, Plaintiffs are entitled to recover their reasonable attorneys' fees, expert fees, costs,  
prejudgment interest, and all other expenses related in any way to this lawsuit and arbitration  
demanded above, and any arbitration, action, or other suit brought by the homeowners,  
including any amount paid as a result of settlement, judgment, award, or compromise.

///



1 WHEREFORE, Plaintiffs request that this Court enter judgment in favor of Plaintiffs  
2 and against Subcontractor Defendants as follows:

- 3 1. For direct and consequential damages;
- 4 2. For pre-judgment and post-judgment interest thereon at the statutory rate;
- 5 3. For their costs, expenses, and reasonable attorneys' and expert fees incurred and  
6 allowed under any theory, including, but not limited to, the parties' contract,  
7 A.R.S. §§12-341.01(A) and 12-1364; and
- 8 4. For such other relief as this Court may deem just and appropriate.

9  
10 RESPECTFULLY SUBMITTED this 29<sup>th</sup> day of October, 2014.

11  
12  
13 By: 

14 ROSARY A. HERNANDEZ

15 JASON R. MULLIS

16 2525 E. Camelback Road, Suite 450

17 Phoenix, Arizona 85016-4210

18 *Attorneys for Plaintiffs Continental Homes,*  
19 *Inc. and CHI Construction Company*





# Exhibit "A"



**HOMESTEAD**  
**Maricopa, AZ**  
**-HOMEOWNER MATRIX-**

	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
1	<b>Armenta, David</b>	20800 N. Dries Rd.	79	O	6/26/09
2	<b>Breazeale, David and Lois</b>	40456 W. Thornberry Ln.	91	O	8/8/12
3	<b>Breazeale, Patrick</b>	40049 W. Sanders Way	21	O	1/15/08
4	<b>Brandy, Xenia &amp; Cardenas, Sergio</b>	40153 W. Hayden Dr.	68	O	5/21/08
5	<b>Callicott, Jeffrey &amp; Marney</b>	41362 W. Walker Way	5	O	3/20/07
6	<b>Cole, Tracy</b> Federal Natl. Mortgage Assoc. Crain, Lanny	40177 W. Hayden Dr.	66	S	12/29/10 9/1/10 2/28/08
7	<b>Cozy Place LLC</b> Elliott, Lloyd & Joni	40374 W. Hayden Dr.	46	S	12/19/07
8	<b>Crane, Timothy &amp; Casey</b> BAC Home / HUD Recontrust Ceballos, Rosio & Pedro	41247 W. Walker Way	57	S	2010 1/8/10 12/4/09 6/19/07
9	<b>DeAlba, Ricardo &amp; Victoria</b>	40936 W. Thornberry	103	O	1/26/07
10	<b>Denny, Dennis &amp; Sarah</b>	41404 W. Walker Way	8	O	3/2/07
11	<b>Ferrari, Robin</b>	40500 W. Hayden Dr.	55	O	8/30/11
12	<b>Garrison, Christopher</b>	41181 W. Hayden Dr.	68	O	7/14/08
13	<b>Gilmore, Douglas &amp; Cheryl</b> Fannie Mae Randle, Cedric & Anita	20858 N. Madeline St.	27	S	2/24/11 11/10/10 11/13/07



	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
14	<b>Jones, Dawn</b> Aukerman, Robert HUD Wells Fargo / First American Title Stacks, Thistle	40840 W. Hayden Dr.	49	S	7/29/10 7/2010 4/28/10 4/8/10 8/28/07
15	<b>Lott, Unika</b>	41003 W. Pryor Ln.	57	O	4/10/09
16	<b>Martin, Phyllis</b>	41249 W. Robbins Dr.	44	O	10/7/11
17	<b>Martinez, Ricardo</b> HUD Wells Fargo / First American Title Honie, Kristy	39975 W. Thornberry Ln.	121	S	6/16/11 2/9/11 12/16/10 2/28/08
18	<b>McKillop, Barbara &amp; Ryan</b>	21086 N. Dries Rd.	6	O	7/21/09
19	<b>Means, Dennis &amp; Vera</b>	40478 W. Novak Ln.	110	O	5/5/08
20	<b>Mireles, Ignacio &amp; Susana</b> First Am. Title / Wells Bank Matteson, Andrew	40141 W. Hayden Dr.	69	S	2/18/11 12/8/10 11/19/08
21	<b>Olson Home Rentals</b> Olson, Julie & Oris Federal Home Loan / M. Bosco Winsor, Victoria	40384 W. Robbins Dr.	60	S	8/24/10 4/23/10 1/27/10 2/25/08
22	<b>People, Jeffrey &amp; Geraldine</b>	20945 N. Dries Rd.	67	O	6/2/08
23	<b>Powell, Carol</b>	40728 W. Pryor Ln.	71	O	1/9/08
24	<b>Pruett, Tim &amp; Lyndi</b> HUD Wells Fargo / Michael Bosco Rittenhouse, Jenifer	40377 W. Novak Lane	104	S	12/9/11 7/13/11 6/23/11 6/30/08
25	<b>Quinter, Michael &amp; Marsha (Revocable Trust)</b>	40697 W. Walker Way	27	O	3/21/08
26	<b>Richardson, Ronald</b>	40914 W. Hopper Dr.	17	O	5/18/09



	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
27	<b>Ricks, Ed &amp; Donna</b> Kumetat, Kurt & Maria	41314 W. Thornberry Ln.	80	S	4/19/10 *6/19/07
28	<b>Robinson II, Stanley</b> HUD Wells Fargo / Michael Bosco Bennett, Scott & Lisa	40682 W. Coltin Way	102	S	7/2/10 3/1/10 1/20/10 9/4/07
29	<b>Robles, Alex</b> HUD Luna, Alfredo & Christina	41182 W. Robbins Dr.	11	S	8/20/12 6/27/12 2/20/08
30	<b>Robles, Yolanda</b> HUD Howard, James / Chase Freedom Howard, James	21041 N. Alexis Ave.	27	S	8/23/10 2/17/10 1/25/10 7/9/07
31	<b>Robles, Manuel</b>	40924 W. Hayden Dr.	43	O	1/12/07
32	<b>Sandra L. Salwei Trust</b> Fannie Mae Barrera, Adrian Recontrust / Fed. Mortgage Barrera, Sandy & Adrian	20690 N. Tammy St.	25	S	1/28/11 1/19/11 1/10/11 7/8/10 *4/18/07
33	<b>Sanchez, Grispinga</b>	40797 W. Robbins Dr.	57	O	5/18/09
34	<b>Schmitt, Robert &amp; Vivian</b>	40314 W. Robbins Dr.	55	S	4/28/11 2/11/08
35	<b>Scott, Asia</b>	40394 W. Novak Lane	116	O	5/9/08
36	<b>Smith, Scott &amp; Kerry</b> HUD / Wells Fargo HUD / Wells Fargo Arboleda / Wells Fargo Arboleda, Francisco	21024 N. Wilford Ave.	10	S	5/20/11 6/24/10 6/2/10 3/10/10 *2/27/08





	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
37	<b>Stendel, John</b>	41235 W. Brandt Dr.	31	O	5/1/07
38	<b>Sun Palms LP</b> Meade, Patrick Michael De Meade, Gaudalupe Robles Solano, Kendall	40058 W. Thornberry Ln.	93	S	3/16/12 3/16/12 2/10/12 *2/8/12
39	<b>Trainito, Steven &amp; Marcia</b>	40412 W. Robbins Dr.	61	O	8/8/08
40	<b>Winn, Christopher &amp; Kit</b> Rathbun, Curt & Tonya HUD Recontrust / BAC Home Loans Ratcliff, Vera	41092 W. Robbins Dr.	16	S	7/11/11 6/30/10 3/9/10 2/8/10 9/30/08
41	<b>Winslow, Dorothy</b> Medina, Rosario	41392 W. Brandt Dr.	71	S	5/28/10 7/2/07
42	<b>Wishlow, Gerry &amp; Adella</b> Patel, Virbala & Kaushiklal	41414 W. Hayden Dr.	40	S	4/19/13 6/28/07
43	<b>Zaragoza, Jenny</b>	21191 N. Grantham Rd.	44	O	11/25/08
	<b>RESOLVED:</b>				
1	<b>Bautista, Dioscoro</b>	40416 W. Hayden Dr.	49	O	2/14/08
2	<b>Holt, Patsy</b>	40081 W. Hayden Dr.	74	O	5/9/08
3	<b>Hughes, Thomas</b>	21103 N. Danielle Ave.	74	O	10/28/08
4	<b>Fletcher, Earl &amp; Diane</b>	39979 W. Robbins Ave.	122	O	12/31/13



	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
5	<b>Foreman, Clarence &amp; Francine</b> Bynum, Byron Hager, Lawrence & Sherry	41070 W. Hopper Dr.	23	S	2/10/12 9/20/2007
6	<b>Weaver, Bruce</b> Carbone, Dan HUD Recontrust Porras, Nathan & Laura	40324 W. Novak Ln.	121	S	8/30/12 4/23/10 11/24/09 11/23/09 6/2/08
7	<b>Rumney, Jacqueline Louise &amp; Dennis and Davison, Diana &amp; Russell</b> Davison, Russell & Diana Marcel, Glen & Sheri	20884 N. Dries Rd.	73	S	5/17/12 2/11/11 6/4/08
8	<b>Mendoza, Maria</b>	20872 N. Madeline St.	28	S	5/12/10 7/30/07



# Exhibit "B"



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Phone: 602-441-1300 ♦ Fax 602-441-1350

*Attorneys for Claimants Continental Homes, Inc.  
And CHI Construction Company*

### DEMAND FOR ARBITRATION

CONTINENTAL HOMES, INC. a  
Delaware corporation; CHI  
CONSTRUCTION COMPANY, Arizona  
corporation, and DOES 1-100, inclusive

Claimants,

v.

ADAMS BROS INTERIORS & CABINETS,  
INC., an Arizona corporation; ALLIED  
MASONRY, LLC, an Arizona limited liability  
company; ALOHA GRADING, INC., an  
Arizona corporation; AMERICAN  
WOODMARK CORPORATION d/b/a  
TIMBERLAKE CABINET CO., a Virginia  
corporation; ANOZIRA STUCCO AND  
STONE WORKS, LLC, an Arizona limited  
liability company; ASPEN BLOCK, LLC, an  
Arizona limited liability company; BCI  
BEBOUT CONCRETE OF ARIZONA, INC.,  
an Arizona corporation; BREWER  
ENTERPRISES, INC., an Arizona  
corporation; BUILDER SERVICES GROUP,  
INC. F/K/A MASCO CONTRACTOR  
SERVICES CENTRAL, INC. D/BA/ GALE  
CONTRACTOR SERVICES, a Florida  
corporation; BURROWS CONCRETE, LLC,  
an Arizona limited liability company;  
CANYON STATE DRYWALL, INC., an  
Arizona corporation; CATALINA ROOFING  
AND SUPPLY, INC., an Arizona corporation;  
CHAS ROBERTS AIR CONDITIONING,  
INC., an Arizona corporation; CLAYTON  
GLASS & ACCESSORIES, INC., an Arizona  
corporation; DESERT VISTA, INC., an  
Arizona corporation; DESIGN DRYWALL  
WEST, INC., a Colorado corporation;  
DIVERSIFIED ROOFING CORPORATION.

### CONTINENTAL HOMES, INC.'S AND CHI CONSTRUCTION COMPANY'S DEMAND FOR ARBITRATION

1. EXPRESS INDEMNITY
2. BREACH OF CONTRACT
3. BREACH OF IMPLIED  
WARRANTY
4. NEGLIGENCE
5. IMPLIED INDEMNITY
6. DECLARATORY RELIEF  
- DUTY TO DEFEND
7. BREACH OF EXPRESS  
WARRANTY





1 an Arizona corporation; DIXON BROTHERS  
INCORPORATED, an Arizona corporation;  
2 MASCO FRAMING HOLDING COMPANY  
LLC D/B/A DOOR SALES &  
3 INSTALLATIONS, LLC, an Arizona limited  
liability company; DRRS PLUMBING  
4 SERVICES, LLC d/b/a EPIC PLUMBING, an  
Arizona limited liability company; DVC  
5 CONSTRUCTION COMPANY, INC., an  
Arizona corporation; EMPIRE PLASTERING,  
6 LLC, an Arizona limited liability company;  
ERICKSON CONSTRUCTION, LLC, an  
7 Arizona limited liability company; HOLMES-  
HALLY INDUSTRIES INC., a California  
8 corporation; INFINITY BUILDING  
PRODUCTS, LLC, an Arizona limited  
9 liability company; INTEGRATED STUCCO,  
INC., an Arizona corporation; MFF, INC. an  
10 Arizona corporation f/k/a MESA FULLY  
FORMED, LLC, an Arizona limited liability  
11 company; MPC CONTRACTING  
COMPANY, INC., an Arizona corporation;  
12 NORCRAFT COMPANIES, LP D/B/A MID  
CONTINENT CABINETRY, a Delaware  
13 limited partnership; OSBORNE STUCCO,  
INC., an Arizona corporation; PARAMOUNT  
14 WINDOWS, LLC, an Arizona limited liability  
company; POCO VERDE LANDSCAPE,  
15 INC. n/k/a POCO VERDE POOLS AND  
LANDSCAPE, INC., an Arizona corporation;  
16 L.R. BORELLI INC. d/b/a PARTITIONS &  
ACCESSORIES, CO., an Arizona corporation;  
17 PORTER-JARVIS, LLC d/b/a JADE  
GRADING, an Arizona limited liability  
18 company; RCC HOLDINGS LLC d/b/a  
PRIMERA, an Arizona limited liability  
19 company; ROADRUNNER DRYWALL  
CORP., an Arizona corporation; SAN TAN  
20 ROOFING, INC.; an Arizona corporation;  
SOMBRERO PAINTING, INC., an Arizona  
21 corporation; SONORAN CONCRETE, LLC,  
an Arizona limited liability company;  
22 SPECIALTY ROOFING, INC., an Arizona  
corporation; TOP GRADING & WASTE  
23 SERVICES, INC., an Arizona corporation;  
UNITED FENCE COMPANY, INC., an  
24 Arizona corporation; VW DIG, LLC, an  
Arizona limited liability company; WAYNE-  
25 DALTON CORP.; an Ohio corporation  
WESTERN STATES GLASS AND  
26 BUILDING PRODUCTS, INC., an Arizona  
corporation; WESTY'S SOIL COMPACTING  
27 COMPANY, INC., an Arizona corporation;  
WHITTON CONCRETE, INC., an Arizona  
28 corporation; XO WINDOWS, LLC, an



1 Arizona limited liability company; BLACK  
2 CORPORATIONS I-XX; WHITE  
3 PARTNERSHIPS I-XX; and DOES I-XX

4 Respondents.

5 Claimants Continental Homes, Inc., and CHI Construction Company (collectively  
6 "Claimants"), through undersigned counsel hereby respectfully submit their Demand for  
7 Arbitration against Respondents as follows:

8 **JURISDICTION**

9 1. Continental Homes, Inc. was at all times material hereto a Delaware corporation  
10 authorized to do business and was doing business in the County of Maricopa, State of Arizona.

11 2. CHI Construction Company was at all times material hereto an Arizona  
12 corporation authorized to do business and was doing business within the County of Maricopa,  
13 State of Arizona.

14 3. Upon information and belief, Respondent Adams Bros Interiors & Cabinets, Inc.  
15 was at all times material hereto an Arizona Corporation authorized to do business and was  
16 doing business within the County of Maricopa, State of Arizona. Adams Bros Interiors &  
17 Cabinets, Inc. entered into contract(s) with Claimants, and/or their duly authorized agent(s),  
18 wherein it agreed to provide construction materials and perform work at the subject property,  
19 The Homestead located in the city of Maricopa, County of Pinal, State of Arizona (hereinafter  
20 the "Project").

21 4. Upon information and belief, Respondent Allied Masonry, LLC was at all times  
22 material hereto an Arizona limited liability company authorized to do business and was doing  
23 business within the County of Maricopa, State of Arizona. Allied Masonry, LLC entered into  
24 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
25 construction materials and perform work at the Project.

26 5. Upon information and belief, Respondent Aloha Grading, Inc. was at all times  
27 material hereto an Arizona corporation authorized to do business and was doing business  
28 within the County of Maricopa, State of Arizona. Aloha Grading, Inc. entered into contract(s)



1 with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
2 construction materials and perform work at the Project.

3 6. Upon information and belief, Respondent American Woodmark Corporation  
4 d/b/a Timberlake Cabinet Co. was at all times material hereto a Virginia corporation  
5 authorized to do business within the County of Maricopa, State of Arizona. American  
6 Woodmark Corporation d/b/a Timberlake Cabinet Co. entered into contract(s) with Claimants,  
7 and/or their duly authorized agent(s), wherein it agreed to provide construction materials and  
8 perform work at the Project.

9 7. Upon information and belief, Respondent Anozira Stucco and Stone Works,  
10 LLC was at all times material hereto an Arizona limited liability company authorized to do  
11 business and was doing business within the County of Maricopa, State of Arizona. Anozira  
12 Stucco and Stone Works, LLC entered into contract(s) with Claimants, and/or their duly  
13 authorized agent(s), wherein it agreed to provide construction materials and perform work at  
14 the Project.

15 8. Upon information and belief, Respondent Aspen Block, LLC was at all times  
16 material hereto an Arizona limited liability company authorized to do business and was doing  
17 business within the County of Maricopa, State of Arizona. Aspen Block, LLC entered into  
18 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
19 construction material and perform work at the Project.

20 9. Upon information and belief, Respondent BCI Bebout Concrete of Arizona, Inc.  
21 was at all times material hereto an Arizona corporation authorized to do business and was  
22 doing business within the County of Maricopa, State of Arizona. BCI Bebout Concrete of  
23 Arizona, Inc. entered into contract(s) with Claimants, and/or their duly authorized agent(s),  
24 wherein it agreed to provide construction material and perform work at the Project.

25 10. Upon information and belief, Respondent Brewer Enterprises, Inc. was at all  
26 times material hereto an Arizona corporation authorized to do business and was doing  
27 business within the County of Maricopa, State of Arizona. Brewer Enterprises, Inc. entered  
28 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to



1 provide construction material and perform work at the Project.

2 11. Upon information and belief, Respondent Builder Services Group, Inc. f/k/a  
3 Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services was at all times  
4 material hereto a Florida corporation authorized to do business and was doing business within  
5 the County of Maricopa, State of Arizona. Builder Services Group, Inc. f/k/a Masco  
6 Contractor Services Central, Inc. d/b/a Gale Contractor Services entered into contract(s) with  
7 Claimants, and/or their duly authorized agent(s), wherein it agreed to provide construction  
8 material and perform work at the Project.

9 12. Upon information and belief, Respondent Burrows Concrete, LLC was at all  
10 times material hereto an Arizona limited liability company authorized to do business and was  
11 doing business within the County of Maricopa, State of Arizona. Burrows Concrete, LLC  
12 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
13 agreed to provide construction materials and perform work at the Project.

14 13. Upon information and belief, Respondent Canyon State Drywall, Inc. was at all  
15 times material hereto an Arizona corporation authorized to do business and was doing  
16 business within the County of Maricopa, State of Arizona. Canyon State Drywall, Inc. entered  
17 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
18 provide construction materials and perform work at the Project.

19 14. Upon information and belief, Respondent Catalina Roofing and Supply, Inc. was  
20 at all times material hereto an Arizona corporation authorized to do business and was doing  
21 business within the County of Maricopa, State of Arizona. Catalina Roofing and Supply, Inc.  
22 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
23 agreed to provide construction materials and perform work at the Project.

24 15. Upon information and belief, Respondent Chas Roberts Air Conditioning, Inc.  
25 was at all times material hereto an Arizona corporation authorized to do business and was  
26 doing business within the County of Maricopa, State of Arizona. Chas Roberts Air  
27 Conditioning, Inc. entered into contract(s) with Claimants, and/or their duly authorized  
28 agent(s), wherein it agreed to provide construction materials and perform work at the Project.





1        16.    Upon information and belief, Respondent Clayton Glass & Accessories, Inc. was  
2 at all times material hereto an Arizona corporation authorized to do business and was doing  
3 business within the County of Maricopa, State of Arizona. Clayton Glass & Accessories, Inc.  
4 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
5 agreed to provide construction materials and perform work at the Project.

6        17.    Upon information and belief, Respondent Desert Vista, Inc. was at all times  
7 material hereto an Arizona corporation authorized to do business and was doing business  
8 within the County of Maricopa, State of Arizona. Desert Vista, Inc. entered into contract(s)  
9 with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
10 construction materials and perform work at the Project.

11       18.    Upon information and belief, Respondent Design Drywall West, Inc. was at all  
12 times material hereto a Colorado corporation authorized to do business and was doing  
13 business within the County of Maricopa, State of Arizona. Design Drywall West, Inc. entered  
14 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
15 provide construction materials and perform work at the Project.

16       19.    Upon information and belief, Respondent Diversified Roofing Corporation was  
17 at all times material hereto an Arizona corporation authorized to do business and was doing  
18 business within the County of Maricopa, State of Arizona. Diversified Roofing Corporation  
19 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
20 agreed to provide construction materials and perform work at the Project.

21       20.    Upon information and belief, Respondent Dixon Brothers Incorporated was at  
22 all time material hereto an Arizona corporation authorized to do business and was doing  
23 business within the County of Maricopa, State of Arizona. Dixon Brothers Incorporated  
24 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
25 agreed to provide construction materials and perform work at the Project.

26       21.    Upon information and belief, Respondent MASCO Framing Holding Company  
27 LLC d/b/a Door Sales & Installations, LLC, was at all times material hereto an Arizona  
28 limited liability company authorized to do business and was doing business within the County



1 of Maricopa, State of Arizona. MASCO Framing Holding Company LLC d/b/a Door Sales &  
2 Installations, LLC entered into contract(s) with Claimants, and/or their duly authorized  
3 agent(s), wherein it agreed to provide construction materials and perform work at the Project.

4 22. Upon information and belief, Respondent DRRS Plumbing Services, LLC d/b/a  
5 Epic Plumbing was at all times material hereto an Arizona limited liability company  
6 authorized to do business and was doing business within the County of Maricopa, State of  
7 Arizona. DRRS Plumbing Services, LLC d/b/a Epic Plumbing entered into contract(s) with  
8 Claimants, and/or their duly authorized agent(s), wherein it agreed to provide construction  
9 materials and perform work at the Project.

10 23. Upon information and belief, Respondent DVC Construction Company, Inc. was  
11 at all times material hereto an Arizona corporation authorized to do business and was doing  
12 business within the County of Maricopa, State of Arizona. DVC Construction Company, Inc.  
13 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
14 agreed to provide construction materials and perform work at the Project.

15 24. Upon information and belief, Respondent Empire Plastering, LLC was at all  
16 times material hereto an Arizona limited liability company authorized to do business and was  
17 doing business within the County of Maricopa, State of Arizona. Empire Plastering, LLC  
18 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
19 agreed to provide construction materials and perform work at the Project.

20 25. Upon information and belief, Respondent Erickson Construction, LLC was at all  
21 times material hereto an Arizona limited liability company authorized to do business and was  
22 doing business within the County of Maricopa, State of Arizona. Erickson Construction, LLC  
23 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
24 agreed to provide construction materials and perform work at the Project.

25 26. Upon information and belief, Respondent Holmes-Hally Industries Inc. was at  
26 all times material hereto a California corporation authorized to do business and was doing  
27 business within the County of Maricopa, State of Arizona. Holmes-Hally Industries, Inc.  
28 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it



1 agreed to provide construction materials and perform work at the Project.

2       27. Upon information and belief, Respondent Infinity Building Products, LLC was  
3 at all times material hereto an Arizona limited liability company authorized to do business and  
4 was doing business within the County of Maricopa, State of Arizona. Infinity Building  
5 Products, LLC entered into contract(s) with Claimants, and/or their duly authorized agent(s),  
6 wherein it agreed to provide construction materials and perform work at the Project.

7       28. Upon information and belief, Respondent Integrated Stucco, Inc. was at all times  
8 material hereto an Arizona corporation authorized to do business and was doing business  
9 within the County of Maricopa, State of Arizona. Integrated Stucco, Inc. entered into  
10 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
11 construction materials and perform work at the Project.

12       29. Upon information and belief, Respondent MFF, Inc. was at all times material  
13 hereto an Arizona corporation and formerly known as Mesa Fully Formed, LLC, which was at  
14 all times material hereto an Arizona limited liability company authorized to do business and  
15 was doing business within the County of Maricopa, State of Arizona. MFF, Inc. f/k/a Mesa  
16 Fully Formed, LLC entered into contract(s) with Claimants, and/or their duly authorized  
17 agent(s), wherein it agreed to provide construction materials and perform work at the Project.

18       30. Upon information and belief, Respondent MPC Contracting Company, Inc. was  
19 at all times material hereto an Arizona corporation authorized to do business and was doing  
20 business within the County of Maricopa, State of Arizona. MPC Contracting Company, Inc.  
21 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
22 agreed to provide construction materials and perform work at the Project.

23       31. Upon information and belief, Respondent Norcraft Companies, LP d/b/a Mid  
24 Continent Cabinetry was at all times material hereto a Delaware limited partnership authorized  
25 to do business and was doing business within the County of Maricopa, State of Arizona.  
26 Norcraft Companies, LP d/b/a Mid Continent Cabinetry entered into contract(s) with  
27 Claimants, and/or their duly authorized agent(s), wherein it agreed to provide construction  
28 materials and perform work at the Project.



1        32. Upon information and belief, Respondent Osborne Stucco, Inc. was at all times  
2 material hereto an Arizona corporation authorized to do business and was doing business  
3 within the County of Maricopa, State of Arizona. Osborne Stucco, Inc. entered into  
4 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
5 construction materials and perform work at the Project.

6        33. Upon information and belief, Respondent Paramount Windows, LLC was at all  
7 times material hereto an Arizona limited liability company authorized to do business and was  
8 doing business within the County of Maricopa, State of Arizona. Upon information and  
9 belief, Paramount Windows, LLC manufactured and supplied allegedly defective windows at  
10 the Project.

11       34. Upon information and belief, Respondent Poco Verde Landscape, Inc. n/k/a  
12 Poco Verde Pools and Landscape, Inc. was at all times material hereto an Arizona corporation  
13 authorized to do business and was doing business within the County of Maricopa, State of  
14 Arizona. Poco Verde Landscape, Inc. n/k/a Poco Verde Pools and Landscape, Inc. entered  
15 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
16 provide construction materials and perform work at the Project.

17       35. Upon information and belief, Respondent L.R. Borelli Inc. d/b/a Partitions &  
18 Accessories, Co. was at all times material hereto an Arizona corporation authorized to do  
19 business and was doing business within the County of Maricopa, State of Arizona. L.R.  
20 Borelli Inc. d/b/a Partitions & Accessories, Co. entered into contract(s) with Claimants, and/or  
21 their duly authorized agent(s), wherein it agreed to provide construction materials and perform  
22 work at the Project.

23       36. Upon information and belief, Respondent Porter-Jarvis, LLC d/b/a Jade Grading  
24 was at all times material hereto an Arizona limited liability company authorized to do business  
25 and was doing business within the County of Maricopa, State of Arizona. Porter-Jarvis, LLC  
26 d/b/a Jade Grading entered into contract(s) with Claimants, and/or their duly authorized  
27 agent(s), wherein it agreed to provide construction materials and perform work at the Project.

28       37. Upon information and belief, Respondent RCC Holdings LLC d/b/a Primera was





1 at all times material hereto an Arizona limited liability company authorized to do business and  
2 was doing business within the County of Maricopa, State of Arizona. RCC Holdings LLC  
3 d/b/a Primera entered into contract(s) with Claimants, and/or their duly authorized agent(s),  
4 wherein it agreed to provide construction materials and perform work at the Project.

5 38. Upon information and belief, Respondent Roadrunner Drywall Corp. was at all  
6 times material hereto an Arizona corporation authorized to do business and was doing  
7 business within the County of Maricopa, State of Arizona. Roadrunner Drywall Corp. entered  
8 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
9 provide construction materials and perform work at the Project.

10 39. Upon information and belief, Respondent San Tan Roofing, Inc. was at all times  
11 material hereto an Arizona corporation authorized to do business and was doing business  
12 within the County of Maricopa, State of Arizona. San Tan Roofing, Inc. entered into  
13 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
14 construction materials and perform work at the Project.

15 40. Upon information and belief, Respondent Sombrero Painting, Inc. was at all  
16 times material hereto an Arizona corporation authorized to do business and was doing  
17 business within the County of Maricopa, State of Arizona. Sombrero Painting, Inc. entered  
18 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
19 provide construction materials and perform work at the Project.

20 41. Upon information and belief, Respondent Sonoran Concrete, LLC was at all  
21 times material hereto an Arizona limited liability company authorized to do business and was  
22 doing business within the County of Maricopa, State of Arizona. Sonoran Concrete, LLC  
23 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
24 agreed to provide construction materials and perform work at the Project.

25 42. Upon information and belief, Respondent Specialty Roofing, Inc. was at all  
26 times material hereto an Arizona corporation authorized to do business and was doing  
27 business within the County of Maricopa, State of Arizona. Specialty Roofing, Inc. entered  
28 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to



1 provide construction materials and perform work at the Project.

2 43. Upon information and belief, Respondent Top Grading & Waste Services, Inc.  
3 was at all times material hereto an Arizona corporation authorized to do business and was  
4 doing business within the County of Maricopa, State of Arizona. Top Grading & Waste  
5 Services, Inc. entered into contract(s) with Claimants, and/or their duly authorized agent(s),  
6 wherein it agreed to provide construction materials and perform work at the Project.

7 44. Upon information and belief, Respondent United Fence Company, Inc. was at all  
8 times material hereto an Arizona corporation authorized to do business and was doing  
9 business within the County of Maricopa, State of Arizona. United Fence Company, Inc.  
10 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it  
11 agreed to provide construction materials and perform work at the Project.

12 45. Upon information and belief, Respondent VW Dig, LLC was at all times  
13 material hereto an Arizona limited liability company authorized to do business and was doing  
14 business within the County of Maricopa, State of Arizona. VW Dig, Inc. entered into  
15 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to provide  
16 construction materials and perform work at the Project.

17 46. Upon information and belief, Respondent Wayne-Dalton Corp. was at all times  
18 material hereto an Ohio corporation authorized to do business and was doing business within  
19 the County of Maricopa, State of Arizona. Wayne-Dalton Corp. entered into contract(s) with  
20 Claimants, and/or their duly authorized agent(s), wherein it agreed to provide construction  
21 materials and perform work at the Project.

22 47. Upon information and belief, Respondent Western States Glass and Building  
23 Products, Inc. was at all times material hereto an Arizona corporation authorized to do  
24 business and was doing business within the County of Maricopa, State of Arizona. Western  
25 States Glass and Building Products, Inc. entered into contract(s) with Claimants, and/or their  
26 duly authorized agent(s), wherein it agreed to provide construction materials and perform  
27 work at the Project.

28 48. Upon information and belief, Respondent Westy's Soil Compacting Company,



1 Inc. was at all times material hereto an Arizona corporation authorized to do business and was  
2 doing business within the County of Maricopa, State of Arizona. Westy's Soil Compacting  
3 Co., Inc. entered into contract(s) with Claimants, and/or their duly authorized agent(s),  
4 wherein it agreed to provide construction materials and perform work at the Project.

5 49. Upon information and belief, Respondent Whitton Concrete, Inc. was at all  
6 times material hereto an Arizona corporation authorized to do business and was doing  
7 business within the County of Maricopa, State of Arizona. Whitton Concrete, Inc. entered  
8 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to  
9 provide construction materials and perform work at the Project.

10 50. Upon information and belief, Respondent XO Windows, LLC was at all times  
11 material hereto an Arizona limited liability company authorized to do business and was doing  
12 business within the County of Maricopa, State of Arizona. Upon information and belief, XO  
13 Windows, LLC manufactured and supplied allegedly defective windows at the Project.

14 51. Upon information and belief, Respondents Black Corporations I – XX are  
15 fictitious names whose true names are not known to Claimants at this time. Claimants request  
16 permission to insert the true names of these Respondents at such time as the true names are  
17 discovered with the same effect as if such names had been set forth specifically herein.

18 52. Upon information and belief, Respondents White Partnerships I – XX are  
19 fictitious names whose true names are not known to Claimants at this time. Claimants request  
20 permission to insert the true names of these Respondents at such time as the true names are  
21 discovered with the same effect as if such names had been set forth specifically herein.

22 53. Upon information and belief, Respondents Does I – XX are fictitious names  
23 whose true names are not known to Claimants at this time. Claimants request permission to  
24 insert the true names of these Respondents at such time as the true names are discovered with  
25 the same effect as if such names had been set forth specifically herein.

26 54. As used throughout this Demand for Arbitration, Adams Bros Interiors &  
27 Cabinets, Inc.; Allied Masonry, LLC; Aloha Grading, Inc.; American Woodmark Corporation  
28 d/b/a Timberlake Cabinet Co.; Anozira Stucco and Stone Works, LLC; Aspen Block, LLC;



1 BCI Bebout Concrete of Arizona, Inc.; Brewer Enterprises, Inc.; Builder Services Group, Inc.  
2 f/k/a Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services; Burrows  
3 Concrete, LLC; Canyon State Drywall, Inc.; Catalina Roofing and Supply, Inc.; Chas Roberts  
4 Air Conditioning, Inc.; Clayton Glass & Accessories, Inc.; Desert Vista, Inc.; Design Drywall  
5 West, Inc.; Diversified Roofing Corporation; Dixon Brothers Incorporated; MASCO Framing  
6 Holding Company LLC d/b/a Door Sales & Installations, LLC; DRRS Plumbing Services,  
7 LLC d/b/a Epic Plumbing; DVC Construction Company, Inc.; Empire Plastering, LLC;  
8 Erickson Construction, LLC; Holmes-Hally Industries, Inc.; Infinity Building Products, LLC;  
9 Integrated Stucco, Inc.; MFF, Inc. f/k/a Mesa Fully Formed, LLC; MPC Contracting  
10 Company, Inc.; Norcraft Companies, LP d/b/a Mid Continent Cabinetry; Osborne Stucco,  
11 Inc.; Paramount Windows, LLC; Poco Verde Landscape, Inc. n/k/a Poco Verde Pools and  
12 Landscape, Inc.; L.R. Borelli Inc. d/b/a Partitions & Accessories, Co.; Porter-Jarvis, LLC  
13 d/b/a Jade Grading; RCC Holdings LLC d/b/a Primera; Roadrunner Drywall Corp.; San Tan  
14 Roofing, Inc.; Sombrero Painting, Inc.; Sonoran Concrete, LLC; Specialty Roofing, Inc.; Top  
15 Grading & Waste Services, Inc.; United Fence Company, Inc.; VW Dig, LLC; Wayne-Dalton  
16 Corp.; Western States Glass and Building Products, Inc.; Westy's Soil Compacting Company,  
17 Inc.; Whitton Concrete, Inc.; and XO Windows, LLC are collectively referred to as  
18 "Subcontractor Respondents." The term "Subcontractor Respondents" shall also include  
19 fictitious named Respondents.

20 55. Upon information and belief, pursuant to indemnity language contained in the  
21 above-referenced contracts, each Subcontractor Respondent has an obligation to indemnify  
22 Claimants for alleged defects arising from its respective work, materials supplied, and/or  
23 professional services.

24 56. Upon information and belief, pursuant to language contained in the above-  
25 referenced contracts and as may otherwise apply by law, each Subcontractor Respondent has  
26 an obligation to defend Claimants for alleged defects arising from its respective work and/or  
27 professional services.

28 57. The owners of certain residences within the Project have alleged construction





1 defects associated with various components of their home including, but not limited to,  
2 concrete slabs, stucco, water intrusion membranes, roofs, floors/floor coverings, walls,  
3 ceilings, drywall, cabinets, doors and windows, sliding glass doors, shear walls, concrete  
4 flatwork, sheet metal, insulation, electrical systems, HVAC systems, pavement system,  
5 plumbing and plumbing fixtures, irrigation systems, soils, grading, framing, stairs,  
6 foundations, garage doors, shower doors, mirrors, drainage, paint, fences, fireplaces/chimneys,  
7 trim carpentry, decks and structural systems, and other areas

8 58. The homeowners that have alleged damages resulting from the defects listed  
9 above are identified in Exhibit "A". Upon information and belief, other homeowners may be  
10 bringing similar claims in addition to those identified in Exhibit "A" and should those claims  
11 be brought, Claimants request permission to insert the names of these additional homeowners  
12 at such time as the true names are discovered with the same effect as if such names had been  
13 set forth specifically herein.

14 59. If the homeowners' allegations are true, then any and all damages claimed by  
15 them are directly and proximately caused by the defective, negligent, careless and/or reckless  
16 construction work and/or professional services and/or defective materials/products/systems  
17 supplied by Subcontractor Respondents.

18 60. Each Subcontractor Respondent received reasonable notice of the homeowners'  
19 claims and had an opportunity to defend Claimants.

20 61. Notwithstanding Claimants' invitations and demands to participate in pre-  
21 litigation negotiations and defend Claimants, each Subcontractor Respondent has thus far  
22 failed to do so.

23 62. As a result of each of Subcontractor Respondent's refusal to defend and  
24 indemnify, Claimants have been forced to defend themselves and continue to incur substantial  
25 attorneys' fees, expert fees, and costs.

26 63. Each Subcontractor Respondent expressly and/or impliedly warranted that its  
27 work would be performed in a good and workmanlike manner, be free from defect, and that its  
28 products and materials would not be defective.







**SECOND CAUSE OF ACTION**

**Breach of Contract**

**[All Subcontractor Respondents]**

71. Claimants fully incorporate herein by reference all allegations contained in paragraphs 1 through 70 of this Demand for Arbitration.

72. Subcontractor Respondents also agreed under the one or more contracts with Claimants to conduct their work in a good and workmanlike manner in compliance with the plans and specifications, applicable building codes and guidelines of the Arizona Registrar of Contractors, and to complete work that is free from defects. Additionally, Subcontractor Respondents agreed to supply materials that would be of merchantable quality and reasonably fit for its intended purpose.

73. Subcontractor Respondents have breached their respective contracts by failing to perform their work in compliance with said contractual obligations.

74. Upon information and belief, Subcontractor Respondents were also contractually obligated to obtain specific insurance coverage. The subcontracts contain the following insurance provision:

Commercial general liability insurance with minimum limits of \$1,000,000 combined single limit per occurrence, (\$1,000,000 general aggregate, and \$1,000,000 products/completed operations aggregate). The aggregate limits shall apply separately on each project, contract, job or phase. Subcontractor agrees that each contract signed shall represent and be deemed a separate and distinct project. The commercial general liability insurance shall be on the 07/98 ISO form or an equivalent and shall specifically include coverage for Subcontractor's obligations under any indemnification/hold harmless provisions in the Contract. The commercial general liability policy shall be endorsed to include CHI Construction Company, D.R. Horton, Inc., their respective subsidiaries, affiliates, partnerships, joint ventures and limited liability companies and their respective partners, members, directors, officers, employees and agents as additional insureds (collectively, the "Additional Insureds"), using form CG20101185 or an equivalent form, with respect to any claims, losses, expenses or other costs arising out of the Contract and shall also be endorsed as primary coverage with respect to any other insurance which may be carried by the Additional Insureds. It is expressly agreed that any other insurance covering Additional Insured, is excess over and non-contributing with Subcontractor's commercial general liability insurance.



1  
2 75. Subcontractor Respondents have breached their respective contracts by failing to  
3 procure the required insurance and additional insured endorsements on their insurance  
4 respective policies.

5 76. As the result of Subcontractor Respondents' individual breaches of contract,  
6 Claimants have incurred damages and will continue to incur damages, including attorneys'  
7 fees, expert fees, pre-judgment interest, and other expenses.

8 77. The homeowners' claims against Claimants for damages to their homes are the  
9 result, in whole or in part, of the acts and/or omissions of Subcontractor Respondents.

10 78. Claimants are entitled to be indemnified and held harmless by Subcontractor  
11 Respondents, and each of them, for their share of all such loss or damage incurred by  
12 Claimants as the result of any settlement, compromise, judgment, or award that may occur.

13 79. As a result of the claims against and damages incurred by Claimants, it has  
14 become necessary for Claimants to initiate this Demand for Arbitration, and therefore,  
15 Claimants are entitled to recover their reasonable attorneys' fees, expert fees, costs, pre-  
16 judgment interest, and all other expenses related in any way to this lawsuit and arbitration  
17 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
18 including any amount paid as a result of settlement, judgment, award, or compromise.

### 19 **THIRD CAUSE OF ACTION**

#### 20 **Breach of Implied Warranty of Workmanship**

#### 21 **[All Subcontractor Respondents]**

22 80. Claimants fully incorporate herein by reference all allegations contained in  
23 Paragraphs 1 through 79 of this Demand for Arbitration.

24 81. Subcontractor Respondents impliedly warranted that their  
25 materials/products/systems would be of merchantable quality and reasonably fit for its  
26 intended purpose and that the work and labor performed under any agreement or instruction  
27 would be done in a careful and workmanlike manner in conformance with Arizona  
28 construction standards and/or practices and all applicable project documents, including the





1 plans, specifications, and scopes of work.

2 82. Based upon the allegations raised by the homeowners, and/or damages incurred  
3 by the Claimants, the warranties referenced above and provided by Subcontractor  
4 Respondents have been breached as the workmanship and labor were not performed in a  
5 workmanlike manner or in accordance with Arizona construction standards and/or practices,  
6 and the materials were not reasonably fit for their intended purpose and of a merchantable  
7 quality and free from defects.

8 83. As a result of these breaches of such warranties, Claimants have suffered direct  
9 and consequential damages in amounts as set forth above.

10 84. As a result of the claims against and damages incurred by Claimants, it has  
11 become necessary for Claimants to initiate this Demand for Arbitration, and therefore, they  
12 Claimants are entitled to recover their reasonable attorneys' fees, expert fees, costs, pre-  
13 judgment interest, and all other expenses related in any way to this lawsuit and arbitration  
14 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
15 including any amount paid as a result of settlement, judgment, award, or compromise.

16 **FOURTH CAUSE OF ACTION**

17 **Negligence**

18 **[All Subcontractor Respondents]**

19 85. Claimants fully incorporate herein by reference all allegations contained in  
20 Paragraphs 1 through 84 of this Demand for Arbitration.

21 86. Subcontractor Respondents owed a duty to Claimants to ensure that their work  
22 would be performed in a workmanlike manner and in accordance with Arizona construction  
23 standards and practices and that materials so provided would be free from material defects  
24 and/or fit for their intended or represented purpose.

25 87. At all times relevant herein, Subcontractor Respondents owed a duty of  
26 reasonable care to Claimants to ensure the plumbing systems and component parts were  
27 properly designed, distributed, tested, manufactured, developed, marketed, selected, and  
28 installed at the Project.



1        88. Subcontractor Respondents knew, or should have known, that the breach of  
2 those duties would cause damage to Claimants, who relied upon Subcontractor Respondents to  
3 perform their work properly and according to applicable standards, and to provide products  
4 that were free from material defects and were good for their respective and conjunctive  
5 intended and represented purposes.

6        89. Upon information and belief, Subcontractor Respondents had prior notice and  
7 knowledge of said defects and potential damage, and failed to act timely and accordingly to  
8 remedy the defects.

9        90. Based upon the allegations raised by the homeowners, including damage alleged  
10 to property other than the Subcontractor Respondents' work itself, and/or damages incurred by  
11 Claimants, Subcontractor Respondents breached their duties to Claimants by negligently  
12 failing to ensure that their work was performed in a workmanlike manner in accordance with  
13 all applicable construction standards, and that materials provided for use in the development  
14 were free from defects, and were reasonably fit for their respective and conjunctive intended  
15 purposes as represented to Claimants.

16        91. As a result of these breaches of warranties, Claimants have suffered direct and  
17 consequential damages to be proven at trial.

18        92. As a result of the claims against and damages incurred by Claimants, it has  
19 become necessary for Claimants to initiate this Demand for Arbitration, and therefore,  
20 Claimants are entitled to recover their reasonable attorneys' fees, expert fees, costs, pre-  
21 judgment interest, and all other expenses related in any way to this lawsuit and arbitration  
22 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
23 including any amount paid as a result of settlement, judgment, award, or compromise.

24                    **FIFTH CAUSE OF ACTION**

25                    **Common Law/Implied Indemnity**

26                    **[All Subcontractor Respondents]**

27        93. Claimants fully incorporate herein by reference all allegations contained in  
28 Paragraphs 1 through 92 of this Demand for Arbitration.







1 of, and/or defective products supplied by Subcontractor Respondents, including without  
2 limitation, attorneys' fees, expert fees, court costs, and investigative costs.

3 101. Subcontractor Respondents have a present duty to defend against any claims  
4 made against Claimants arising out of their respective scopes of work.

5 102. Claimants have a present legal right to be provided a defense by Subcontractor  
6 Respondents.

7 103. Upon information and belief, Claimants have tendered the defense of the action  
8 to Subcontractor Respondents, each of whom rejected, ignored, or failed to properly accept the  
9 tender of defense.

10 104. A dispute has arisen and an actual controversy now exists between Claimants  
11 and Subcontractor Respondents in that Claimants contend they are entitled to a present  
12 defense from the Subcontractor Respondents and Subcontractor Respondents deny same.

13 105. Claimants are entitled to be indemnified by Subcontractor Respondents for all  
14 attorneys' fees, expert fees, court costs, and investigative costs sustained as the result of  
15 Subcontractor Respondents' failure to defend and hold Claimants and others harmless.

16 106. Claimants herein seek a declaration by the Court as to their rights and said  
17 Subcontractor Respondents' duties and obligations to defend Claimants.

18 107. As a result of the claims against Claimants and each Subcontractor Respondent's  
19 failure to defend, it has become necessary for Claimants to initiate this Demand for  
20 Arbitration, and therefore, Claimants are entitled to recover their reasonable attorneys' fees,  
21 costs, pre-judgment interest, and all other expenses related in any way to this lawsuit and any  
22 arbitration, action, or other suit brought by the homeowners.

23 **SEVENTH CAUSE OF ACTION**

24 **Breach of Express Warranties**

25 **[All Subcontractor Respondents]**

26 108. Claimants fully incorporate herein by reference all allegations contained in  
27 paragraphs 1 through 107 of this Demand for Arbitration.

28 109. Subcontractor Respondents' subcontracts contained the following express





1 warranty:

2 10.7 Warranties. Subcontractor warrants to Owner/Contractor that all  
3 materials and equipment furnished shall be new (unless otherwise specified  
4 and agreed to in advance by Owner/Contractor) and that all work under the  
5 Contract shall be of good and workmanlike quality, free from faults and  
6 defects and in conformance with Contract Documents. All work not  
7 conforming to these requirements, including substitutions not properly  
8 approved and authorized, may be considered defective. The warranties  
9 provided in this Paragraph 10.7 shall (a) be in addition to and not in limitation  
10 of any other warranty or remedy available to Owner/Contractor, (b) be  
11 assignable by Owner/Contractor, and (c) be valid for (i) one (1) year from the  
12 date of close of escrow of each house constructed pursuant to the Contract for  
13 all defects in workmanship, (ii) two (2) years from the date of close of escrow  
14 of each house constructed pursuant to the Contract for all defects in  
workmanship, (iii) ten (10) years from the date of close of escrow of each  
house constructed pursuant to the Contract for all structural defects, and (iv)  
the period prescribed by the respective manufacturers with respect to  
manufacturers' equipment and appliance warranties. The warranty periods set  
forth above shall be extended (a) as provided by applicable law and equity,  
and (b) with respect to latent defects, to the date on which the warranty period  
would expire if it commenced on the discovery of the applicable latent defect.

15 110. Based upon the allegations raised by the homeowners, and/or damages incurred  
16 by Claimants, the warranties referenced above and provided by Subcontractor Respondents  
17 have been breached as the workmanship and labor were not performed in a workmanlike  
18 manner or in accordance with Arizona construction standards and/or practices, and the  
19 materials were not reasonably fit for their intended purpose and of a merchantable quality and  
20 free from defects.

21 111. As a result of these breaches of such warranties, Claimants have suffered direct  
22 and consequential damages in amounts as set forth above.

23 112. As a result of the claims against and damages incurred by Claimants, it has  
24 become necessary for Claimants to initiate this Demand for Arbitration, and therefore,  
25 Claimants are entitled to recover their reasonable attorneys' fees, expert fees, costs,  
26 prejudgment interest, and all other expenses related in any way to this lawsuit and arbitration  
27 demanded above, and any arbitration, action, or other suit brought by the homeowners,  
28 including any amount paid as a result of settlement, judgment, award, or compromise.



1 WHEREFORE, Claimants request that this Court enter judgment in favor of Claimants  
2 and against Subcontractor Respondents as follows:

- 3 1. For direct and consequential damages;
- 4 2. For pre-judgment and post-judgment interest thereon at the statutory rate;
- 5 3. For their costs, expenses, and reasonable attorneys' and expert fees incurred and  
6 allowed under any theory, including, but not limited to, the parties' contract,  
7 A.R.S. §§12-341.01(A) and 12-1364; and
- 8 4. For such other relief as this Court may deem just and appropriate.

9 RESPECTFULLY SUBMITTED this 24 day of October, 2014.

10  
11  
12 By: 

13 ROSARY A. HERNANDEZ

14 JASON R. MULLIS

15 2525 E. Camelback Road, Suite 450

16 Phoenix, Arizona 85016-4210

17 *Attorneys for Claimants Continental Homes,*  
18 *Inc. and CHI Construction Company*  
19  
20  
21  
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24  
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26  
27  
28



# Exhibit "A"



**HOMESTEAD**  
**Maricopa, AZ**  
**-HOMEOWNER MATRIX-**

	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
1	<b>Armenta, David</b>	20800 N. Dries Rd.	79	O	6/26/09
2	<b>Breazeale, David and Lois</b>	40456 W. Thornberry Ln.	91	O	8/8/12
3	<b>Breazeale, Patrick</b>	40049 W. Sanders Way	21	O	1/15/08
4	<b>Brandy, Xenia &amp; Cardenas, Sergio</b>	40153 W. Hayden Dr.	68	O	5/21/08
5	<b>Callicott, Jeffrey &amp; Marney</b>	41362 W. Walker Way	5	O	3/20/07
6	<b>Cole, Tracy</b> Federal Natl. Mortgage Assoc. Crain, Lanny	40177 W. Hayden Dr.	66	S	12/29/10 9/1/10 2/28/08
7	<b>Cozy Place LLC</b> Elliott, Lloyd & Joni	40374 W. Hayden Dr.	46	S	12/19/07
8	<b>Crane, Timothy &amp; Casey</b> BAC Home / HUD Recontrust Ceballos, Rosio & Pedro	41247 W. Walker Way	57	S	2010 1/8/10 12/4/09 6/19/07
9	<b>DeAlba, Ricardo &amp; Victoria</b>	40936 W. Thornberry	103	O	1/26/07
10	<b>Denny, Dennis &amp; Sarah</b>	41404 W. Walker Way	8	O	3/2/07
11	<b>Ferrari, Robin</b>	40500 W. Hayden Dr.	55	O	8/30/11
12	<b>Garrison, Christopher</b>	41181 W. Hayden Dr.	68	O	7/14/08
13	<b>Gilmore, Douglas &amp; Cheryl</b> Fannie Mae Randle, Cedric & Anita	20858 N. Madeline St.	27	S	2/24/11 11/10/10 11/13/07





	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
14	<b>Jones, Dawn</b> Aukerman, Robert HUD Wells Fargo / First American Title Stacks, Thistle	40840 W. Hayden Dr.	49	S	7/29/10 7/2010 4/28/10 4/8/10 8/28/07
15	<b>Lott, Unika</b>	41003 W. Pryor Ln.	57	O	4/10/09
16	<b>Martin, Phyllis</b>	41249 W. Robbins Dr.	44	O	10/7/11
17	<b>Martinez, Ricardo</b> HUD Wells Fargo / First American Title Honle, Kristy	39975 W. Thornberry Ln.	121	S	6/16/11 2/9/11 12/16/10 2/28/08
18	<b>McKillop, Barbara &amp; Ryan</b>	21086 N. Dries Rd.	6	O	7/21/09
19	<b>Means, Dennis &amp; Vera</b>	40478 W. Novak Ln.	110	O	5/5/08
20	<b>Mireles, Ignacio &amp; Susana</b> First Am. Title / Wells Bank Matteson, Andrew	40141 W. Hayden Dr.	69	S	2/18/11 12/8/10 11/19/08
21	<b>Olson Home Rentals</b> Olson, Julie & Oris Federal Home Loan / M. Bosco Winsor, Victoria	40384 W. Robbins Dr.	60	S	8/24/10 4/23/10 1/27/10 2/25/08
22	<b>People, Jeffrey &amp; Geraldine</b>	20945 N. Dries Rd.	67	O	6/2/08
23	<b>Powell, Carol</b>	40728 W. Pryor Ln.	71	O	1/9/08
24	<b>Pruett, Tim &amp; Lyndi</b> HUD Wells Fargo / Michael Bosco Rittenhouse, Jenifer	40377 W. Novak Lane	104	S	12/9/11 7/13/11 6/23/11 6/30/08
25	<b>Quinter, Michael &amp; Marsha (Revocable Trust)</b>	40697 W. Walker Way	27	O	3/21/08
26	<b>Richardson, Ronald</b>	40914 W. Hopper Dr.	17	O	5/18/09



	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
27	<b>Ricks, Ed &amp; Donna</b> Kumetat, Kurt & Maria	41314 W. Thornberry Ln.	80	S	4/19/10 *6/19/07
28	<b>Robinson II, Stanley</b> HUD Wells Fargo / Michael Bosco Bennett, Scott & Lisa	40682 W. Coltin Way	102	S	7/2/10 3/1/10 1/20/10 9/4/07
29	<b>Robles, Alex</b> HUD Luna, Alfredo & Christina	41182 W. Robbins Dr.	11	S	8/20/12 6/27/12 2/20/08
30	<b>Robles, Yolanda</b> HUD Howard, James / Chase Freedom Howard, James	21041 N. Alexis Ave.	27	S	8/23/10 2/17/10 1/25/10 7/9/07
31	<b>Robles, Manuel</b>	40924 W. Hayden Dr.	43	O	1/12/07
32	<b>Sandra L. Salwei Trust</b> Fannie Mae Barrera, Adrian Recontrust / Fed. Mortgage Barrera, Sandy & Adrian	20690 N. Tammy St.	25	S	1/28/11 1/19/11 1/10/11 7/8/10 *4/18/07
33	<b>Sanchez, Grispinga</b>	40797 W. Robbins Dr.	57	O	5/18/09
34	<b>Schmitt, Robert &amp; Vivian</b>	40314 W. Robbins Dr.	55	S	4/28/11 2/11/08
35	<b>Scott, Asia</b>	40394 W. Novak Lane	116	O	5/9/08
36	<b>Smith, Scott &amp; Kerry</b> HUD / Wells Fargo HUD / Wells Fargo Arboleda / Wells Fargo Arboleda, Francisco	21024 N. Wilford Ave.	10	S	5/20/11 6/24/10 6/2/10 3/10/10 *2/27/08



	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
37	<b>Stendel, John</b>	41235 W. Brandt Dr.	31	O	5/1/07
38	<b>Sun Palms LP</b> Meade, Patrick Michael De Meade, Gaudalupe Robles Solano, Kendall	40058 W. Thornberry Ln.	93	S	3/16/12 3/16/12 2/10/12 *2/8/12
39	<b>Trainito, Steven &amp; Marcia</b>	40412 W. Robbins Dr.	61	O	8/8/08
40	<b>Winn, Christopher &amp; Kit</b> Rathbun, Curt & Tonya HUD Recontrust / BAC Home Loans Ratcliff, Vera	41092 W. Robbins Dr.	16	S	7/11/11 6/30/10 3/9/10 2/8/10 9/30/08
41	<b>Winslow, Dorothy</b> Medina, Rosario	41392 W. Brandt Dr.	71	S	5/28/10 7/2/07
42	<b>Wishlow, Gerry &amp; Adella</b> Patel, Virbala & Kaushiklal	41414 W. Hayden Dr.	40	S	4/19/13 6/28/07
43	<b>Zaragoza, Jenny</b>	21191 N. Grantham Rd.	44	O	11/25/08

**RESOLVED:**

1	<b>Bautista, Dioscoro</b>	40416 W. Hayden Dr.	49	O	2/14/08
2	<b>Holt, Patsy</b>	40081 W. Hayden Dr.	74	O	5/9/08
3	<b>Hughes, Thomas</b>	21103 N. Danielle Ave.	74	O	10/28/08
4	<b>Fletcher, Earl &amp; Diane</b>	39979 W. Robbins Ave.	122	O	12/31/13



	<b>Plaintiff</b>	<b>Address</b>	<b>Lot</b>	<b>O / S</b>	<b>COE based on Recording Date</b>
5	<b>Foreman, Clarence &amp; Francine</b> Bynum, Byron Hager, Lawrence & Sherry	41070 W. Hopper Dr.	23	S	2/10/12 9/20/2007
6	<b>Weaver, Bruce</b> Carbone, Dan HUD Recontrust Porras, Nathan & Laura	40324 W. Novak Ln.	121	S	8/30/12 4/23/10 11/24/09 11/23/09 6/2/08
7	<b>Rumney, Jacqueline Louise &amp; Dennis and Davison, Diana &amp; Russell</b> Davison, Russell & Diana Marcel, Glen & Sheri	20884 N. Dries Rd.	73	S	5/17/12 2/11/11 6/4/08
8	<b>Mendoza, Maria</b>	20872 N. Madeline St.	28	S	5/12/10 7/30/07





DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

## STATEMENT FOR SERVICE OF PROCESS

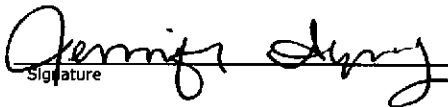
**ENTITY NAME** – give the exact name of the corporation or LLC as currently shown in A.C.C. records:

DVC Construction Company, Inc.

**A.C.C. FILE NUMBER:** 0162479-2

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

By my signature below, **I certify under the penalty of perjury** that, upon information, knowledge, and belief, the above-named entity has either failed to appoint a statutory agent or failed to maintain a statutory agent at the statutory agent address on record with the Arizona Corporation Commission.

  
Signature

Jennifer Aymong  
Printed Name

2/23/15  
Date

Service of process fee: \$25.00  
All fees are nonrefundable.

Mail: Arizona Corporation Commission - Records Section  
1300 W. Washington St., Phoenix, Arizona 85007  
Fax: 602-542-3414

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.



Corporate Maintenance

02/25/2015

State of Arizona Public Access System

10:23 AM

File Number: -0162479-2

Corp. Name: D.V.C. CONSTRUCTION COMPANY, INC.

Domestic Address  
8550 NORTH 91ST AVE  
STE 51

PEORIA, AZ 85345-8637

Second Address

Agent: ROBERT RIOS  
Status: APPOINTED 09/17/2002  
Mailing Address:  
8550 NORTH 91ST AVE  
STE 51

PEORIA, AZ 85345-8637

Agent Last Updated: 02/19/2015

Business Type: CONSTRUCTION

Domicile: ARIZONA

County: MARICOPA

Corporation Type: PROFIT

Life Period: PERPETUAL

Incorporation Date: 01/25/1984

Approval Date: 02/01/1984

Last A/R Received: 10 / 2014

Date A/R Entered: 01/16/2015

Next Report Due: 10/25/2015

INVALID KEY FUNCTION. (A058)

Eric Henningsen



CORPORATIONS DIVISION  
RECORDS SECTION  
1300 West Washington  
Phoenix, Arizona 85007-2929

User Id: LGRIFFIN  
Invoice No.: 4699533

Check Batch:  
Invoice Date: 02/25/2015  
Date Received: 02/25/2015  
Customer No.:

ATTN:  
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS -0162479-2 D.V.C. CONSTRUCTION COMPANY, INC.	\$25.00
Total Documents: \$		25.00
	CHECK 920 PAYMENT	\$25.00
Balance Due: \$		0.00

