

04906052
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 January 29, 2015

D.V.C. CONSTRUCTION COMPANY, INC
12475 W. ALICE AVENUE
ELMIRAGE, AZ 85335

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 01/27/2015 as agent for **D.V.C. CONSTRUCTION COMPANY, INC:**Case caption: **CONTINENTAL HOMES INC ET. AL V. ABS INSPECTION GROUP, LLP ET. AL,**
Case number: **CV2014-012379** 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 REGARDING EXPERT TESTIMONY**

Sincerely,

Lynda B. Griffin
Custodian of RecordsInitials **LBG**
File number - **0162479-2**

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



JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

CERTIFICATE OF MAILING

Date: **January 29, 2015**

I, **LYNDA GRIFFIN** am an employee of the Arizona Corporation Commission ("ACC"). I hereby certify that on the **27TH** day of **JANUARY, 2015**, I 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**
ET. AL

v. ABS INSPECTION GROUP, LLP

Case number: **CV2014-012379**

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 CERTIFICATE REGARDING EXPERT TESTIMONY | |

I hereby certify that on the **29TH** day of **JANUARY, 2015**, I placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to

D.V.C. CONSTRUCTION COMPANY, INC

at its last known place of business as follows:

12475 W. ALICE AVENUE
ELMIRAGE, AZ
85335

OR

I hereby certify that I 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.

Executed on this date: **January 29, 2015**


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



JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

(signature)  _____

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

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

5 SEVENTH FLOOR CAMELBACK ESPLANADE II
6 2525 EAST CAMELBACK ROAD
7 PHOENIX, ARIZONA 85016-4237
8 TELEPHONE: (602) 255-6000
9 FACSIMILE: (602) 255-0103
10 E-Mail: rah@tblaw.com
11 gew@tblaw.com
12 anz@tblaw.com

13 *Attorneys for Plaintiffs*

14 SUPERIOR COURT OF ARIZONA
15 COUNTY OF MARICOPA

16 CONTINENTAL HOMES, INC., a Delaware
17 corporation; and CHI CONSTRUCTION
18 COMPANY, an Arizona corporation; and Does
19 1-100 inclusive,

20 Plaintiff,

21 v.

22 ABS INSPECTION GROUP, LLLP, an
23 Arizona limited liability limited partnership;
24 ADAMS BROS INTERIORS & CABINETS,
25 INC., an Arizona corporation; ANDREW
26 LAUREN CABINETS, LLC; an Arizona
limited liability company; ARTISTIC STAIRS,
LTD., an Arizona corporation; ATRIUM
DOOR AND WINDOW COMPANY OF
ARIZONA, INC.; an Delaware corporation;
CATALINA ROOFING AND SUPPLY, INC.,
an Arizona corporation; CHAS ROBERTS
AIR CONDITIONING, INC., an Arizona
corporation; CTI OF MARYLAND, INC.
(FN), dba CREATIVE TOUCH INTERIORS
AND HD SUPPLY INTERIOR SOLUTIONS

CASE NO. CV2014-012379

SUMMONS

(Assigned to the Honorable
Christopher Whitten)

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

or

www.maricopalawyers.org

Sponsored by the
Maricopa County Bar Association

1 a Maryland Corporation; FLOORWORKS,
2 INC., a Delaware corporation; DESIGN
3 DRYWALL WEST, INC., a Colorado
4 corporation; DIXON BROTHERS,
5 INCORPORATED, an Arizona corporation;
6 MASCO FRAMING HOLDING COMPANY
7 I, LLC dba DOOR SALES, LLC, an Arizona
8 limited liability company; DVC
9 CONSTRUCTION COMPANY, INC., an
10 Arizona corporation; ERICKSON
11 CONSTRUCTION, LLC, an Arizona limited
12 liability company; EXECUTIVE PAINTING
13 ENTERPRISE, INC., an Arizona corporation;
14 GALE CONTRACTOR SERVICES dba
15 BUILDER SERVICES GROUP, INC., dba
16 GALE CONTRACTOR SERVICES, a Florida
17 corporation; GECKO UNDERGROUND
18 UTILITIES, LLC, an Arizona limited liability
19 company; GENERAL PLUMBING, INC., an
20 Arizona corporation; GMS CONCRETE
21 SPECIALISTS, INC., an Arizona corporation;
22 HOLMES-HALLY INDUSTRIES, INC., a
23 California corporation; INFINITY BUILDING
24 PRODUCTS, LLC, an Arizona limited liability
25 company; JR MCDADE CO., INC., an Arizona
26 corporation; MADJ, INC. dba LODI GARAGE
DOOR & MORE, an Arizona corporation;
MESA FULLY FORMED, LLC, an Arizona
limited liability company; MPC
CONTRACTING COMPANY, INC., an
Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
L.R. BORELLI INC. dba PARTITIONS &
ACCESSORIES CO., an Arizona corporation;
POCO VERDE POOLS AND LANDSCAPE,
INC., an Arizona corporation; ROBERT
MCDANIEL CONSTRUCTION, LLC, an
Arizona limited liability company; SHARICO
ENTERPRISES, INC., an Arizona corporation;
SONORAN CONCRETE, LLC, an Arizona
limited liability company; SPECIALTY
ROOFING, INC., an Arizona corporation;
THOMAS ELECTRIC, INC., an Arizona
corporation; UNITED FENCE COMPANY,
INC., an Arizona corporation; UNITED

1 SUBCONTRACTORS, INC. dba MESA
2 INSULATION SPECIALISTS, a Minnesota
3 corporation; VALLEY GATE SERVICE,
4 INC., an Arizona corporation; WESTY'S SOIL
5 COMPACTING CO., INC., an Arizona
6 corporation; BLACK CORPORATIONS I -
7 XX; WHITE PARTNERSHIPS I - XX; and
8 DOES I - XX,

9 Defendants,

10 STATE OF ARIZONA TO THE DEFENDANTS:

11 *SEE ATTACHED EXHIBIT "A"*

12 YOU ARE HEREBY SUMMONED and required to appear and defend, within
13 the time applicable, in this action in this Court. If served within Arizona, you shall
14 appear and defend within 20 days after the service of the Summons and Complaint upon
15 you, exclusive of the day of service. If served out of the State of Arizona - whether by
16 direct service, by registered or certified mail, or by publication - you shall appear and
17 defend within 30 days after the service of the Summons and Complaint upon you is
18 complete, exclusive of the day of service. Where process is served upon the Arizona
19 Director of Insurance as an insurer's attorney to receive service of legal process against it
20 in this state, the insurer shall not be required to appear, answer or plead until expiration
21 of 40 days after the date of such service upon the Director. Service by registered or
22 certified mail without the State of Arizona is complete 30 days after the date of filing the
23 receipt and affidavit of service with the Court. Service by publication is complete 30
24 days after the date of first publication. Direct service is complete when made. Service
25 upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the
26 Affidavit of Compliance and return receipt or Officer's Return. RCP 4; RFLP 40; ARS
§§20-222; 28-2327.

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

1 the relief demanded in the Complaint.

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

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

9 The name and address of plaintiffs' attorneys are:

10 Rosary A. Hernandez, Esq.
11 Gregory E. Williams, Esq.
12 Ashley Zimmerman, Esq.
13 Tiffany & Bosco, P.A.
14 Seventh Floor Camelback Esplanade II
2525 East Camelback Road
Phoenix, Arizona 85016
(602) 255-6000

15 SIGNED AND SEALED this date: _____

16 MARICOPA COUNTY SUPERIOR COURT

17 **COPY**

18 By _____ JAN 16 2015

19 Deputy Clerk



20 MICHAEL K. JEANES, CLERK
21 B. OLSON
22 DEPUTY CLERK
23
24
25
26

EXHIBIT "A"

DEFENDANT	STATUTORY AGENT
ABS INSPECTION GROUP, LLLP	Kenneth Rudisill, Esq. 21448 N. 78 th Dr. Peoria, AZ 85382
ADAMS BROS INTERIORS & CABINETS, INC.	Corporation Service Company 2338 W. Royal Palm Rd., Suite J Phoenix, AZ 85021
ANDREW LAUREN CABINETS, LLC	The Andrew Lauren Company, Inc. 2843 N. Alvernon Way Tucson, AZ 85712
ARTISTIC STAIRS, LTD.	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
CATALINA ROOFING AND SUPPLY, INC.	Richard Chambliss 1122 E. Jefferson Phoenix, AZ 85034
CHAS ROBERTS AIR CONDITIONING, INC.	Clark Hill PLC 14850 N. Scottsdale Rd., Suite 500 Scottsdale, AZ 85254
CTI OF MARYLAND, INC. (FN), DBA CREATIVE TOUCH INTERIORS AND HD SUPPLY INTERIOR SOLUTIONS	Corporate Creations Network 8655 E. Via De Ventura, Ste. G200 Scottsdale, AZ 85258
FLOORWORKS, INC.	Corporate Creations Network 8655 E. Via De Ventura, Ste. G200 Scottsdale, AZ 85258
DESIGN DRYWALL WEST, INC.	Debra T. Stewart-Dillon 6950 W. Morelos Pl., #1 Chandler, AZ 85226

1	DEFENDANT	STATUTORY AGENT
2		
3	DIXON BROTHERS, INCORPORATED	Mike Dixon or Charles Dixon 1133 E. Cinnabar Ave. Phoenix, AZ 85020
4		
5	DOOR SALES, LLC dba MASCO FRAMING HOLDING COMPANY I, LLC	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
6		
7	DVC CONSTRUCTION COMPANY, INC.	12475 W. Alice Ave. El Mirage, AZ 85335
8		
9	ERICKSON CONSTRUCTION, LLC	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
10		
11	EXECUTIVE PAINTING ENTERPRISE, INC.	Jeffrey Johnson 48412 N. Black Canyon Highway, #175 New River, AZ 85087
12		
13	GECKO UNDERGROUND UTILITIES, LLC	Richard Joseph 7070 W. Frier Dr. Glendale, AZ 85303
14		
15	GENERAL PLUMBING, INC.	Larry Mueller 2600 N. Central Ave. Phoenix, AZ 85004
16		
17	GMS CONCRETE SPECIALISTS, INC.	Robert Lane 4001 N. 3 rd St., Suite 400 Phoenix, AZ 85012
18		
19		
20	HOLMES-HALLY INDUSTRIES, INC.	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
21		
22	INFINITY BUILDING PRODUCTS, LLC	Martin Cook 6967 Speedway, Ste. AA-101 Las Vegas, NV 89115
23		
24		
25		
26		

1	DEFENDANT	STATUTORY AGENT
2		Thomas Bowen
3		5373 Annie Oakley Dr.
4		Las Vegas, NV 89120
5	JR MCDADE CO., INC.	David Evans
6		1355 E. Northern Ave., Suite 1
7		Phoenix, AZ 85020
8	MADJ dba LODI GARAGE DOOR & MORE	3231 W. Virginia Ave.
9		Phoenix, AZ 85009
10	MESA FULLY FORMED, LLC	Emily May Cassaday
11		2153 N. Lemon Circle
12		Mesa, AZ 85215
13	MPC CONTRACTING COMPANY, INC.	BLG Agent Services, LLC
14		14850 N. Scottsdale Rd., Suite 350
15		Scottsdale, AZ 85254
16	PALO VERDE PLASTERING, INC.	Brenda Ferra
17		23440 N. 35 th Dr.
18		Glendale, AZ 85310
19	L.R. BORELLI INC. dba PARTITIONS & ACCESSORIES CO.	1220 S. Pasadena, Suite 1
20		Mesa, AZ 85210
21	POCO VERDE POOLS AND LANDSCAPE, INC.	Henry Stein
22		2826 S. Carriage Lane, Suite 100
23		Mesa, AZ 85202
24	ROBERT MCDANIEL CONSTRUCTION, LLC	M. Kent Mecham
25		c/o Mecham & Associates Chartere
26		7830 N. 23 rd Ave.
		Phoenix, AZ 85021
	SHARICO ENTERPRISES, INC	R.N. Dickson
		13470 W. Foxfire Dr., Suite 33
		Surprise, AZ 85378

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DEFENDANT	STATUTORY AGENT
SONORAN CONCRETE, LLC	Gary Shroer 22116 N. Valerio Dr. Sun City West, AZ 85375
SPECIALTY ROOFING, INC	Julie Pace c/o The Cavanagh Law Firm 1850 N. Central Ave., Suite 2400 Phoenix, AZ 85004
THOMAS ELECTRIC, INC.	Pauline Thomas 7601 N. 74 th Ave. Glendale, AZ 85303
UNITED FENCE COMPANY, INC.	Keith Clouse 1132 E. Lockwood St. Mesa, AZ 85203 Ryan Clouse 2113 E. Folley St. Chandler, AZ 85225
UNITED SUBCONTRACTORS, INC. dba MESA INSULATION SPECIALISTS	National Registered Agents 2390 E. Camelback Rd. Phoenix, AZ 85016
VALLEY GATE SERVICE, INC.	Mark Lasee 8601 N. Scottsdale Rd., Suite 300 Scottsdale, AZ 85253
WESTY'S SOIL COMPACTING CO., INC.	Roderick Westfall 4302 E. Weldon Ave. Phoenix, AZ 85018

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

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

5 SEVENTH FLOOR CAMELBACK ESPLANADE II
6 2525 EAST CAMELBACK ROAD
7 PHOENIX, ARIZONA 85016-4237
8 TELEPHONE: (602) 255-6000
9 FACSIMILE: (602) 255-0103
10 E-Mail: rah@tblaw.com
11 gew@tblaw.com
12 anz@tblaw.com

13 *Attorneys for Plaintiffs*

14 SUPERIOR COURT OF ARIZONA
15 COUNTY OF MARICOPA

16 CONTINENTAL HOMES, INC., a Delaware
17 corporation; and CHI CONSTRUCTION
18 COMPANY, an Arizona corporation; and Does
19 1-100 inclusive,

20 Plaintiff,

21 v.

22 ABS INSPECTION GROUP, LLLP, an
23 Arizona limited liability limited partnership;
24 ADAMS BROS INTERIORS & CABINETS,
25 INC., an Arizona corporation; ANDREW
26 LAUREN CABINETS, LLC; an Arizona
limited liability company; ARTISTIC STAIRS,
LTD., an Arizona corporation; ATRIUM
DOOR AND WINDOW COMPANY OF
ARIZONA, INC.; an Delaware corporation;
CATALINA ROOFING AND SUPPLY, INC.,
an Arizona corporation; CHAS ROBERTS
AIR CONDITIONING, INC., an Arizona
corporation; CTI OF MARYLAND, INC.
(FN), dba CREATIVE TOUCH INTERIORS
AND HD SUPPLY INTERIOR SOLUTIONS

CASE NO. CV2014-012379

SUMMONS

(Assigned to the Honorable
Christopher Whitten)

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

or

www.maricopalawyers.org

Sponsored by the
Maricopa County Bar Association

1 a Maryland Corporation; FLOORWORKS,
2 INC., a Delaware corporation; DESIGN
3 DRYWALL WEST, INC., a Colorado
4 corporation; DIXON BROTHERS,
5 INCORPORATED, an Arizona corporation;
6 MASCO FRAMING HOLDING COMPANY
7 I, LLC dba DOOR SALES, LLC, an Arizona
8 limited liability company; DVC
9 CONSTRUCTION COMPANY, INC., an
10 Arizona corporation; ERICKSON
11 CONSTRUCTION, LLC, an Arizona limited
12 liability company; EXECUTIVE PAINTING
13 ENTERPRISE, INC., an Arizona corporation;
14 GALE CONTRACTOR SERVICES dba
15 BUILDER SERVICES GROUP, INC., dba
16 GALE CONTRACTOR SERVICES, a Florida
17 corporation; GECKO UNDERGROUND
18 UTILITIES, LLC, an Arizona limited liability
19 company; GENERAL PLUMBING, INC., an
20 Arizona corporation; GMS CONCRETE
21 SPECIALISTS, INC., an Arizona corporation;
22 HOLMES-HALLY INDUSTRIES, INC., a
23 California corporation; INFINITY BUILDING
24 PRODUCTS, LLC, an Arizona limited liability
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26 corporation; MADJ, INC. dba LODI GARAGE
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MESA FULLY FORMED, LLC, an Arizona
limited liability company; MPC
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Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
L.R. BORELLI INC. dba PARTITIONS &
ACCESSORIES CO., an Arizona corporation;
POCO VERDE POOLS AND LANDSCAPE,
INC., an Arizona corporation; ROBERT
MCDANIEL CONSTRUCTION, LLC, an
Arizona limited liability company; SHARICO
ENTERPRISES, INC., an Arizona corporation;
SONORAN CONCRETE, LLC, an Arizona
limited liability company; SPECIALTY
ROOFING, INC., an Arizona corporation;
THOMAS ELECTRIC, INC., an Arizona
corporation; UNITED FENCE COMPANY,
INC., an Arizona corporation; UNITED

1 SUBCONTRACTORS, INC. dba MESA
2 INSULATION SPECIALISTS, a Minnesota
3 corporation; VALLEY GATE SERVICE,
4 INC., an Arizona corporation; WESTY'S SOIL
5 COMPACTING CO., INC., an Arizona
6 corporation; BLACK CORPORATIONS I -
7 XX; WHITE PARTNERSHIPS I - XX; and
8 DOES I - XX,

9 Defendants;

10 STATE OF ARIZONA TO THE DEFENDANTS:

11 *SEE ATTACHED EXHIBIT "A"*

12 YOU ARE HEREBY SUMMONED and required to appear and defend, within
13 the time applicable, in this action in this Court. If served within Arizona, you shall
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15 you, exclusive of the day of service. If served out of the State of Arizona - whether by
16 direct service, by registered or certified mail, or by publication - you shall appear and
17 defend within 30 days after the service of the Summons and Complaint upon you is
18 complete, exclusive of the day of service. Where process is served upon the Arizona
19 Director of Insurance as an insurer's attorney to receive service of legal process against it
20 in this state, the insurer shall not be required to appear, answer or plead until expiration
21 of 40 days after the date of such service upon the Director. Service by registered or
22 certified mail without the State of Arizona is complete 30 days after the date of filing the
23 receipt and affidavit of service with the Court. Service by publication is complete 30
24 days after the date of first publication. Direct service is complete when made. Service
25 upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the
26 Affidavit of Compliance and return receipt or Officer's Return. RCP 4; RFLP 40; ARS
§§20-222; 28-2327.

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3 Answer or proper response in writing with the Clerk of this Court, accompanied by the
4 necessary filing fee, within the time required, and you are required to serve a copy of
5 any Answer or response upon the Plaintiffs' attorney. RCP 10(d); ARS §12-311; RCP 5.

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

9 The name and address of plaintiffs' attorneys are:

10 Rosary A. Hernandez, Esq.
11 Gregory E. Williams, Esq.
12 Ashley Zimmerman, Esq.
13 Tiffany & Bosco, P.A.
14 Seventh Floor Camelback Esplanade II
2525 East Camelback Road
Phoenix, Arizona 85016
(602) 255-6000

15 SIGNED AND SEALED this date: _____

16 MARICOPA COUNTY SUPERIOR COURT

17 **COPY**

18 By _____ JAN 16 2015

19 Deputy Clerk



20 MICHAEL K. JEANES, CLERK
21 B. OLSON
22 DEPUTY CLERK
23
24
25
26

EXHIBIT "A"

DEFENDANT	STATUTORY AGENT
ABS INSPECTION GROUP, LLLP	Kenneth Rudisill, Esq. 21448 N. 78 th Dr. Peoria, AZ 85382
ADAMS BROS INTERIORS & CABINETS, INC.	Corporation Service Company 2338 W. Royal Palm Rd., Suite J Phoenix, AZ 85021
ANDREW LAUREN CABINETS, LLC	The Andrew Lauren Company, Inc. 2843 N. Alvernon Way Tucson, AZ 85712
ARTISTIC STAIRS, LTD.	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
CATALINA ROOFING AND SUPPLY, INC.	Richard Chambliss 1122 E. Jefferson Phoenix, AZ 85034
CHAS ROBERTS AIR CONDITIONING, INC.	Clark Hill PLC 14850 N. Scottsdale Rd., Suite 500 Scottsdale, AZ 85254
CTI OF MARYLAND, INC. (FN), DBA CREATIVE TOUCH INTERIORS AND HD SUPPLY INTERIOR SOLUTIONS	Corporate Creations Network 8655 E. Via De Ventura, Ste. G200 Scottsdale, AZ 85258
FLOORWORKS, INC.	Corporate Creations Network 8655 E. Via De Ventura, Ste. G200 Scottsdale, AZ 85258
DESIGN DRYWALL WEST, INC.	Debra T. Stewart-Dillon 6950 W. Morelos Pl., #1 Chandler, AZ 85226

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DEFENDANT	STATUTORY AGENT
DIXON BROTHERS, INCORPORATED	Mike Dixon or Charles Dixon 1133 E. Cinnabar Ave. Phoenix, AZ 85020
DOOR SALES, LLC dba MASCO FRAMING HOLDING COMPANY I, LLC	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
DVC CONSTRUCTION COMPANY, INC.	12475 W. Alice Ave. El Mirage, AZ 85335
ERICKSON CONSTRUCTION, LLC	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
EXECUTIVE PAINTING ENTERPRISE, INC.	Jeffrey Johnson 48412 N. Black Canyon Highway, #175 New River, AZ 85087
GECKO UNDERGROUND UTILITIES, LLC	Richard Joseph 7070 W. Frier Dr. Glendale, AZ 85303
GENERAL PLUMBING, INC.	Larry Mueller 2600 N. Central Ave. Phoenix, AZ 85004
GMS CONCRETE SPECIALISTS, INC.	Robert Lane 4001 N. 3 rd St., Suite 400 Phoenix, AZ 85012
HOLMES-HALLY INDUSTRIES, INC.	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
INFINITY BUILDING PRODUCTS, LLC	Martin Cook 6967 Speedway, Ste. AA-101 Las Vegas, NV 89115

1	DEFENDANT	STATUTORY AGENT
2		Thomas Bowen
3		5373 Annie Oakley Dr.
4		Las Vegas, NV 89120
5	JR MCDADE CO., INC.	David Evans
6		1355 E. Northern Ave., Suite 1
7		Phoenix, AZ 85020
8	MADI dba LODI GARAGE DOOR & MORE	3231 W. Virginia Ave.
9		Phoenix, AZ 85009
10	MESA FULLY FORMED, LLC	Emily May Cassaday
11		2153 N. Lemon Circle
12		Mesa, AZ 85215
13	MPC CONTRACTING COMPANY, INC.	BLG Agent Services, LLC
14		14850 N. Scottsdale Rd., Suite 350
15		Scottsdale, AZ 85254
16	PALO VERDE PLASTERING, INC.	Brenda Ferra
17		23440 N. 35 th Dr.
18		Glendale, AZ 85310
19	L.R. BORELLI INC. dba PARTITIONS & ACCESSORIES CO.	1220 S. Pasadena, Suite 1
20		Mesa, AZ 85210
21	POCO VERDE POOLS AND LANDSCAPE, INC.	Henry Stein
22		2826 S. Carriage Lane, Suite 100
23		Mesa, AZ 85202
24	ROBERT MCDANIEL CONSTRUCTION, LLC	M. Kent Mecham
25		c/o Mecham & Associates Chartere
26		7830 N. 23 rd Ave.
		Phoenix, AZ 85021
	SHARICO ENTERPRISES, INC	R.N. Dickson
		13470 W. Foxfire Dr., Suite 33
		Surprise, AZ 85378

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DEFENDANT	STATUTORY AGENT
SONORAN CONCRETE, LLC	Gary Shroer 22116 N. Valerio Dr. Sun City West, AZ 85375
SPECIALTY ROOFING, INC	Julie Pace c/o The Cavanagh Law Firm 1850 N. Central Ave., Suite 2400 Phoenix, AZ 85004
THOMAS ELECTRIC, INC.	Pauline Thomas 7601 N. 74 th Ave. Glendale, AZ 85303
UNITED FENCE COMPANY, INC.	Keith Clouse 1132 E. Lockwood St. Mesa, AZ 85203 Ryan Clouse 2113 E. Folley St. Chandler, AZ 85225
UNITED SUBCONTRACTORS, INC. dba MESA INSULATION SPECIALISTS	National Registered Agents 2390 E. Camelback Rd. Phoenix, AZ 85016
VALLEY GATE SERVICE, INC.	Mark Lasee 8601 N. Scottsdale Rd., Suite 300 Scottsdale, AZ 85253
WESTY'S SOIL COMPACTING CO., INC.	Roderick Westfall 4302 E. Weldon Ave. Phoenix, AZ 85018

1 Rosary A. Hernandez (State Bar No. 020182)
 rhernandez@wshblaw.com
 2 Matthew B. Baltierra (State Bar No. 031174)
 mbaltierra@wshblaw.com
 3 **WOOD, SMITH, HENNING & BERMAN LLP**
 2525 E. Camelback Road, Suite 450
 4 Phoenix, Arizona 85016-4210
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5 *Attorneys for Plaintiff*

6
 7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
 8 **IN AND FOR THE COUNTY OF MARICOPA**

9 CONTINENTAL HOMES, INC., a
 Delaware corporation; and CHI
 10 CONSTRUCTION COMPANY, an
 Arizona corporation; and Does 1-100
 inclusive, ,

11 Plaintiff,

12 v.

13 ABS INSPECTION GROUP, LLLP, an
 14 Arizona limited liability limited
 partnership; ADAMS BROS INTERIORS
 15 & CABINETS, INC., an Arizona
 corporation; ANDREW LAUREN AZ dba
 16 RCC HOLDINGS, LLC; an Arizona
 corporation; ARTISTIC STAIRS, LTD.,
 17 an Arizona corporation; ATRIUM DOOR
 AND WINDOW COMPANY OF
 18 ARIZONA, INC.; an Delaware
 corporation; CATALINA ROOFING AND
 19 SUPPLY, INC., an Arizona corporation;
 CHAS ROBERTS AIR CONDITIONING,
 20 INC., an Arizona corporation; CREATIVE
 TOUCH INTERIORS AND HD SUPPLY
 21 INTERIOR SOLUTIONS dba CTI OF
 MARYLAND, INC. (FN), a Maryland
 22 Corporation ; FLOORWORKS, INC. dba
 CREATIVE TOUCH INTERIORS fka
 23 DESERT ACQUISITION CORP., a
 Delaware corporation; DESIGN
 24 DRYWALL WEST, INC., a Colorado
 corporation; DIXON BROTHERS,
 25 INCORPORATED, an Arizona
 corporation; DOOR SALES, LLC, dba
 26 MASCO FRAMING HOLDING
 COMPANY I, LLC, an Arizona
 27 corporation; DVC CONSTRUCTION
 COMPANY, INC., an Arizona
 28 corporation; ERICKSON

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Case No. CV2014-012379

**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 OF
WORKMANSHIP
5. NEGLIGENCE ✓
6. COMMON LAW / IMPLIED
INDEMNITY ✓
7. BREACH OF CONTRACT -
DUTY TO DEFEND -
DECLARATORY RELIEF
8. STRICT PRODUCTS LIABILITY
/ CONTRIBUTION PURSUANT
TO A.R.S. §12-2509
STRICT PRODUCTS LIABILITY
9. DECLARATORY RELIEF
REGARDING DUTY TO
DEFEND PURSUANT TO A.R.S.
§ 12-684
10. BREACH OF EXPRESS
WARRANTY

- 1 CONSTRUCTION, LLC, an Arizona
2 limited liability company; EXECUTIVE
3 PAINTING ENTERPRISE, INC., an
4 Arizona corporation; GALE
5 CONTRACTOR SERVICES dba
6 BUILDER SERVICES, INC., a Florida
7 corporation; GECKO UNDERGROUND
8 UTILITIES, LLC, an Arizona limited
9 liability company; GENERAL
10 PLUMBING, INC., an Arizona
11 corporation; GMS CONCRETE
12 SPECIALISTS, INC., an Arizona
13 corporation; HOLMES-HALLY
14 INDUSTRIES, INC., a California
15 corporation; INFINITY BUILDING
16 PRODUCTS, LLC, an Arizona limited
17 liability company; JR MCDADE CO.,
18 INC., an Arizona corporation; LODI
19 GARAGE DOOR & MORE dba MADJ,
20 INC. an Arizona corporation; MESA
21 FULLY FORMED, LLC, an Arizona
22 limited liability company; MPC
23 CONTRACTING COMPANY, INC., an
24 Arizona corporation; PALO VERDE
25 PLASTERING, INC., an Arizona
26 corporation; PARTITIONS &
27 ACCESSORIES CO. dba L.R. BORELLI
28 INC., an Arizona corporation; POCO
VERDE POOLS AND LANDSCAPE,
INC., an Arizona corporation; ROBERT
MCDANIEL CONSTRUCTION, LLC, an
Arizona limited liability company;
SHARICO ENTERPRISES, INC., an
Arizona corporation; SONORAN
CONCRETE, LLC, an Arizona limited
liability company; SPECIALTY
ROOFING, INC., an Arizona corporation;
THOMAS ELECTRIC, INC., an Arizona
corporation; UNITED FENCE
COMPANY, INC., an Arizona
corporation; UNITED
SUBCONTRACTORS, INC. dba MESA
INSULATION, a Utah corporation;
VALLEY GATE SERVICE, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING CO., INC., an Arizona
corporation; BLACK CORPORATIONS I
- XX; WHITE PARTNERSHIPS I - XX;
and DOES I - XX,

Defendants.

///

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

4 JURISDICTION

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

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

10 3. Upon information and belief, Defendant ABS Inspection Group, LLLP was at all
11 times material hereto an Arizona limited liability limited partnership authorized to do business
12 and was doing business within the County of Maricopa, State of Arizona. ABS Inspection
13 Group, LLLP entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),
14 wherein it agreed to provide construction materials and perform work at the subject Project,
15 Sunset Farm, located in Tolleson, County of Maricopa, State of Arizona (hereinafter the
16 "Project").

17 4. Upon information and belief, Defendant Adams Bros Interiors & Cabinets, Inc.
18 was 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. Adams Bros Interiors &
20 Cabinets entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein
21 it agreed to provide construction materials and perform work at the subject Project.

22 5. Upon information and belief, Defendant Andrew Lauren AZ dba RCC Holdings,
23 LLC was at all times material hereto an Arizona limited liability company authorized to do
24 business and was doing business within the County of Maricopa, State of Arizona. Andrew
25 Lauren AZ dba RCC Holdings, LLC entered into contract(s) with Plaintiffs, and/or their duly
26 authorized agent(s), wherein it agreed to provide construction materials and perform work at
27 the Project.
28

1 6. Upon information and belief, Defendant Artistic Stairs, Ltd. 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. Artistic Stairs, Ltd. entered into contract(s)
4 with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction
5 materials and perform work at the Project.

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

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

17 8. Upon information and belief, Defendant Chas Roberts Air Conditioning, Inc.
18 was 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. Chas Roberts Air
20 Conditioning, 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 Project.

22 9. Upon information and belief, Defendant Creative Touch Interiors and HD
23 Supply Interior Solutions dba CTI of Maryland, Inc. (FN) was at all times material hereto an
24 Maryland corporation authorized to do business and was doing business within the County of
25 Maricopa, State of Arizona. Creative Touch Interiors and HD Supply Interior Solutions dba
26 CTI of Maryland, Inc. (FN) entered into contract(s) with Plaintiffs, and/or their duly
27 authorized agent(s), wherein it agreed to provide construction materials and perform work at
28 the Project.

1 10. Upon information and belief, Defendant Floorworks, Inc. dba Creative Touch
2 Interiors fka Desert Acquisition Corp. was at all times material hereto a Delaware corporation
3 authorized to do business and was doing business within the County of Maricopa, State of
4 Arizona. Floorworks, Inc. dba Creative Touch Interiors fka Desert Acquisition Corp. entered
5 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to
6 provide construction materials and perform work at the Project.

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

17 13. Upon information and belief, Defendant Door Sales, LLC dba Masco Framing
18 Holding Company I, LLC was at all times material hereto an Arizona limited liability
19 company authorized to do business and was doing business within the County of Maricopa,
20 State of Arizona. Door Sales, LLC dba Masco Framing Holding Company I, LLC 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 14. Upon information and belief, Defendant DVC Construction Company, Inc. was
24 at all times material hereto an Arizona corporation authorized to do business and was doing
25 business within the County of Maricopa, State of Arizona. DVC Construction Company
26 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed
27 to provide construction materials and perform work at the Project.
28

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

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

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

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

22 19. Upon information and belief, Defendant General Plumbing, 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. General Plumbing, Inc. entered into
25 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide
26 construction materials and perform work at the Project.

27 20. Upon information and belief, Defendant GMS Concrete Specialists, Inc. was at
28 all times material hereto an Arizona corporation authorized to do business and was doing

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

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

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

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

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

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

1 22. Upon information and belief, Defendant MPC Contracting Company, Inc. 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. MPC Contracting Company, Inc.
4 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed
5 to provide construction materials and perform work at the Project.

6 23. Upon information and belief, Defendant Palo Verde Plastering, 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. Palo Verde Plastering, Inc. 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 24. Upon information and belief, Defendant Partitions & Accessories Co. dba L.R.
12 Borelli Inc. was at all times material hereto an Arizona corporation authorized to do business
13 and was doing business within the County of Maricopa, State of Arizona. Partitions &
14 Accessories Co. dba L.R. Borelli Inc. entered into contract(s) with Plaintiffs, and/or their duly
15 authorized agent(s), wherein it agreed to provide construction materials and perform work at
16 the Project.

17 25. Upon information and belief, Defendant Poco Verde Pools and Landscape, Inc.
18 was 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. Poco Verde Pools and
20 Landscape, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),
21 wherein it agreed to provide construction materials and perform work at the Project.

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

27 27. Upon information and belief, Defendant Sharico Enterprises, Inc. was at all
28 times material hereto an Arizona corporation authorized to do business and was doing

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

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

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

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

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

24 32. Upon information and belief, Defendant United Subcontractors, Inc. dba Mesa
25 Insulation, a Utah corporation was at all times material hereto an Arizona corporation
26 authorized to do business and was doing business within the County of Maricopa, State of
27 Arizona. United Subcontractors, Inc. dba Mesa Insulation entered into contract(s) with
28

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

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

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

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

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

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

25 38. Venue is proper before this Court pursuant to A.R.S. § 12-401(5), (7), (12) and
26 (18).

1 39. As used throughout this Complaint, the above named defendants are collectively
2 referred to as "Subcontractor Defendants." The term "Subcontractor Defendants" shall also
3 include fictitious named defendants.

4 40. Upon information and belief, pursuant to indemnity language contained in the
5 above-referenced contracts, each Subcontractor Defendant has an obligation to indemnify
6 Plaintiffs for alleged defects arising from its respective work, materials supplied, and/or
7 professional services.

8 41. Upon information and belief, pursuant to indemnity language contained in the
9 above-referenced contracts, each Subcontractor Defendant has an obligation to indemnify
10 Plaintiffs for alleged defects arising from its respective work, materials supplied, and/or
11 professional services.

12 42. Upon information and belief, pursuant to language contained in those above-
13 referenced contracts and as may otherwise apply by law, each Subcontractor Defendant has an
14 obligation to defend Plaintiffs for alleged defects arising from its respective work and/or
15 professional services.

16 43. The owners of certain residences within the Project have alleged various
17 construction defects that include:

18 Architectural

19 1.0 Site

20 1.1 Soil subsidence – improperly prepared and compacted soil can cause
21 poor drainage resulting in settlement, heaving and cracking of
22 foundation components.

23 1.2 Cracked concrete flatwork – improperly prepared and compacted soil,
24 improper mix, placement, thickness and curing.

25 1.3 Improper site drainage.

26 1.4 Site walls and gates – problems may indicate deficiencies with the
27 soils preparation for the wall foundation, the wall foundation
28 insulation, and deficiencies in the wall or gate construction.

- 1.5 Spalled Concrete – deteriorated and/or cracked.
- 1.6 Stemwall – deteriorated and/or cracked.
- 1.7 Improper slope at flatwork.
- 2.0 Below Grade
 - 2.1 Improperly installed irrigation system
- 3.0 Exterior Walls, Soffits and Foundations
 - 3.1 Stucco – improper stucco installation; deteriorated and faded paint at stucco; unsealed penetrations.
 - 3.2 Foundations – improper slope at garage slab; wire rusted through at stem: stem spalling; cracked concrete slab at garage; over pour at door; spalling at stem wall; cracked concrete stoop.
- 4.0 Windows and Doors
 - 4.1 Windows – Water intrusion at window; loose or missing trim window product malfunctioning; cracked/damaged glazing; gap at window trim; window does not latch; window sticks; window trim warped; loose grid inside fixed atrium window; dust intrusion at window.
 - 4.2 Doors – operational problems at doors; improper weather stripping; water intrusion at exterior door; exterior doors bind; unsealed threshold; exterior door improper sealed at head.
- 5.0 Private Decks; Entry Decks, Stairs
 - 5.1. Loose hand rails.
 - 5.2 Guardrail less than 42" in height
 - 5.3 Improper application or failure of deck membrane or deck components.
- 6.0 Roofs
 - 6.1 Roofs – Improperly constructed roof tile systems; tiles being displaced from their original position; tiles falling off the structure;

flashings incorrect; water draining problems. These ultimately can allow water intrusion into the roofing system and cause damage to framing and interior finishes and contents.

7.0 Framing

7.1 Framing deficiencies – attic: no blocking at ridge – unblocked diaphragm; sagging trusses at ceiling; wall bowed; loose low wall.

7.2 Floor squeaks – improper installed, missing, broken or defective structural components of roof and floor systems can compromise the system as a whole and lead to failure.

7.3 Broken or cut framing – sheathing flaking at eave; saw cut at patio beam; split truss chord; broken trusses.

7.4 Undersized attic access.

7.5 Missed nails at roof sheathing – improperly installed, missing, broken or defective structural components of roof and floor systems can compromise the system as a whole and lead to failure; missed nails at truss/sheathing edge.

8.0 Interior Floors, Stairs, Walls and Ceiling

8.1 Floors – cracked grout at floor tile; hollow tile; grout cracking; cracked or broken floor tile; uneven tile: lippage; hollow tile: insufficient thinset; stained sheet vinyl flooring; sheet vinyl flooring failure; carpet loose.

8.2 Walls and ceiling – improper gypsum wallboard installation; moisture damaged gypsum wallboard walls and ceilings; improper attic insulation thickness; interior finish failing.

9.0 Interior Doors

9.1 Interior doors that bind may indicate deficiencies with the soils preparation for the foundation, foundation installation, and deficiencies in structural components, installation or design problems

1 – binding; inoperable hardware: not latching; door handle came
2 loose/came apart; separation at door trim; improperly installed or
3 missing interior trim; corner base board missing; interior doors
4 improperly sealed or painted.

5 10.0 Cabinets and Countertops

6 10.1-3 Countertop loose; countertops inadequately attached; countertop
7 delaminating; delaminating/separation at joint/miter; splash
8 separation.

9 10.4 Improperly installed cabinets; cabinet door broken; cabinets pulling
10 away from wall; kick plate loose.

11 10.5 Cracked marble top; cracking in vanity top.

12 11.0 Tubs and Showers

13 11.1 Shower and/or tub/shower enclosure leaks – water damage to
14 adjacent finishes; shower wall flexes; tub/shower wall flexes;
15 shower/tub floor creaks; ceiling stains from leak above; shower
16 enclosure frame finish worn off – rusted; stained and damaged
17 subfloor.

18 13.0 Plumbing

19 13.1 Loose plumbing fixtures and piping – toilet loose; loose tub
20 faucet/spout; loose mixing valve; shower head loose; plumbing does
21 not work – broken shutoff valve in front yard; angle stops are loose at
22 faucet and toilet; unsecured water heater; loose valve piping in wall;
23 loose faucets.

24 13.2 Short vent stacks.

25 13.3 Improper insulation of pipes, fixtures and water heater – no overflow
26 at tub; low water pressure; water leaks at shut-off valve/sink; damage
27 at water heater stand; corrosion at valve; shut off valve does not
28 operate properly; water main pipe corrosion; mixing valve reversed;

missing bollard in garage; drain pipe leaks; leaking water heater.

14.0 Mechanical

14.1 Improper HVAC operation – insufficient air flow; deteriorating insulation at condenser line.

14.2 Improper condensate line installation – exposed condenser lines; penetration sleeve buried in stucco.

14.5 Improperly installed components – catch pan loose – not strapped up; condenser unit not level; damage to drywall at ceiling from leaking condensate line; missing HVAC register; condenser too close to structure; unsealed HVAC lines at penetration.

15.0 Electrical

15.2 Improper installation of lights, switches and outlets.

15.3 Unsealed light fixture.

15.4 Rusted light fixture.

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

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

46. Each Defendant received reasonable notice of the homeowners' claims and had an opportunity to defend Plaintiffs.

47. Notwithstanding Plaintiffs' invitations and demands to participate in pre-litigation negotiations and defend Plaintiffs, each Defendant has failed to do so.

1 48. As a result of each Defendant's refusal to defend and indemnify, Plaintiffs were
2 forced to defend themselves and continue to incur substantial attorneys' fees, expert fees, and
3 costs.

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

7 50. Each Subcontractor Defendant expressly agreed to obtain additional insured
8 endorsements naming Plaintiffs as additional insureds under their respective policies of
9 insurance.

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

14 **FIRST CAUSE OF ACTION**

15 **Demand for Arbitration**

16 **[All Subcontractor Defendants]**

17 52. Plaintiffs fully incorporate herein by reference all allegations contained in
18 Paragraphs 1 through 51 of this Complaint.

19 53. Upon information and belief, each Subcontractor Defendant entered into written
20 agreements with Plaintiffs to resolve any and all disputes through binding arbitration.

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

1 55. Pursuant to Arizona Revised Statutes Section 12-3007, Plaintiffs request an
2 Order compelling Subcontractor Defendants to arbitrate in accordance with the written
3 arbitration agreements.

4 **SECOND CAUSE OF ACTION**

5 **Express Indemnity**

6 **[All Subcontractor Defendants]**

7 56. Plaintiffs fully incorporate herein by reference all allegations contained in
8 Paragraphs 1 through 55 of this Complaint.

9 57. Each agreement between Plaintiffs and each Subcontractor Defendant contained
10 language pursuant to which each Subcontractor Defendant agreed to indemnify, defend and
11 hold Plaintiffs harmless.

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

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

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

23 **THIRD CAUSE OF ACTION**

24 **Breach of Contract**

25 **[All Subcontractor Defendants]**

26 61. Plaintiffs fully incorporate herein by reference all allegations contained in
27 paragraphs 1 through 60 of this Complaint.
28

62. 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.

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

64. Upon information and belief, Subcontractor Defendants have failed to obtain the required additional insured coverage required under the subcontracts. 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.

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

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

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

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

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

10 **FOURTH CAUSE OF ACTION**

11 **Breach of Implied Warranty of Workmanship**

12 **[All Subcontractor Defendants]**

13 70. Plaintiffs fully incorporate herein by reference all allegations contained in
14 Paragraphs 1 through 69 of this Complaint.

15 71. Subcontractor Defendants impliedly warranted that their
16 materials/products/systems would be of merchantable quality and reasonably fit for its
17 intended purpose and that the work and labor performed under any agreement or instruction
18 would be done in a careful and workmanlike manner in conformance with Arizona
19 construction standards and/or practices and all applicable Project documents, including the
20 plans, specifications, and scopes of work.

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

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

74. 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, they are entitled to recover their reasonable attorneys' fees, costs, pre-judgment 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 a settlement, judgment, award, or compromise.

FIFTH CAUSE OF ACTION

Negligence

[All Subcontractor Defendants and All Supplier Defendants]

75. Plaintiffs fully incorporate herein by reference all allegations contained in Paragraphs 1 through 74 of this Complaint.

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

77. At all times relevant herein, Supplier Defendants owed a duty of reasonable care to Plaintiffs to ensure the component systems and component parts supplied by Supplier Defendants were properly designed, distributed, tested, manufactured, developed, marketed, selected, and installed at the Project.

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

79. Based upon the allegations raised by the homeowners, including damage alleged to property other than the Subcontractor Defendants' work itself, and/or damages incurred by Plaintiffs, Subcontractor Defendants breached their duties to Plaintiffs by negligently failing to ensure that their work was performed in a workmanlike manner in accordance with all

1 applicable construction standards, and that materials provided for use in the development by
2 Subcontractor Defendants and Supplier Defendants were free from defects, and were
3 reasonably fit for their respective and conjunctive intended purposes as represented to
4 Plaintiffs.

5 80. As a result of these breaches of warranties, Plaintiffs have suffered direct and
6 consequential damages to be proven at trial.

7 81. 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, they are entitled to recover their reasonable attorneys' fees, costs, pre-judgment
10 interest, and all other expenses related in any way to this lawsuit and arbitration demanded
11 above, and any arbitration, action, or other suit brought by the homeowners, including any
12 amount paid as a result of a settlement, judgment, award, or compromise.

13 SIXTH CAUSE OF ACTION

14 Common Law/Implied Indemnity

15 [All Subcontractor Defendants and All Supplier Defendants]

16 82. Plaintiffs fully incorporate herein by reference all allegations contained in
17 Paragraphs 1 through 81 of this Complaint.

18 83. Plaintiffs are entirely without active fault with regard to the acts or omissions
19 giving rise to the homeowners' construction defects claims, and thus, they are entitled to
20 recovery from Subcontractor Defendants and Supplier Defendants.

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

1 85. Plaintiffs seek recovery in common law indemnity under various bases,
2 including, without limitation, equity, unjust enrichment, tort and contract.

3 **SEVENTH CAUSE OF ACTION**

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

5 **[All Subcontractor Defendants]**

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

8 87. Each agreement between Plaintiffs and each Subcontractor Defendant contained
9 language pursuant to which each Subcontractor Defendant expressly and/or impliedly agreed
10 to defend and hold Plaintiffs and others harmless.

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

16 89. Subcontractor Defendants have a duty to defend against any claims made against
17 Plaintiffs arising out of their respective scopes of work.

18 90. Plaintiffs have a present legal right to be provided a defense by Subcontractor
19 Defendants.

20 91. Upon information and belief, Plaintiffs have tendered the defense of the action
21 to Subcontractor Defendants, each of whom rejected, ignored, or failed to properly accept the
22 tender of defense.

23 92. A dispute has arisen and an actual controversy now exists between Plaintiffs and
24 Subcontractor Defendants in that Plaintiffs contend they are entitled to a present defense from
25 the Subcontractor Defendants, and Subcontractor Defendants deny same.

26 93. Plaintiffs are entitled to be indemnified by Subcontractor Defendants for all
27 attorneys' fees, expert fees, court costs, and investigative costs sustained as the result of
28 Subcontractor Defendants' failure to defend and hold Plaintiffs and others harmless.

1 94. Plaintiffs herein seek a declaration by the Court as to their rights and said
2 Subcontractor Defendants' duties and obligations to defend Plaintiffs.

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

9 **EIGHTH CAUSE OF ACTION**

10 **Strict Products Liability/Contribution Pursuant to A.R.S. §12-2509**

11 **[All Supplier Defendants]**

12 96. Plaintiffs fully incorporate herein by reference all allegations contained in
13 Paragraphs 1 through 95 of this Complaint.

14 97. At all times relevant herein, Supplier Defendants were responsible for designing,
15 distributing, testing, manufacturing, developing, marketing, selecting, installing and/or
16 warranting the systems and component parts sold and/or installed at the Project, that have
17 allegedly failed prematurely so as to cause an unreasonably dangerous, defective, and unsafe
18 condition for habitation.

19 98. The alleged failure has created an unreasonably dangerous condition for
20 property, including, but not limited to, framing, drywall, and interior finishes.

21 99. If the homeowners' allegations are true, Supplier Defendants knew or should
22 have known and expected that their products would be placed in the stream of commerce, and
23 would reach Plaintiffs without substantial change and would be installed in the same defective
24 condition in which they were originally designed, manufactured and sold.

25 100. Upon information and belief, the products and component parts are designed,
26 distributed, tested, manufactured, developed, marketed, selected, and installed on a mass
27 production and distribution basis.
28

1 101. If the homeowners' allegations are proven true, the products and component
2 parts were defective when they left the possession of Supplier Defendants.

3 102. Upon information and belief, the products and component parts provided by
4 Supplier Defendants have not changed from the condition in which they were sold.

5 103. Upon information and belief, the products and component parts have been used
6 and are being used in the matter intended and reasonably foreseeable.

7 104. 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, they are entitled to recover their reasonable attorneys' fees, expert fees, costs, pre-
10 judgment interest, and all other expenses related in any way to this lawsuit and arbitration
11 demanded above, and any arbitration, action, or other suit brought by the homeowners,
12 including any amount paid as a result of a settlement, judgment, award, or compromise.

13 **NINTH CAUSE OF ACTION**

14 **Strict Products Liability –**

15 **Declaratory Relief Regarding Duty to Defend Pursuant to A.R.S. § 12-684**

16 **[All Supplier Defendants]**

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

19 106. Certain homeowners at the Project allege that various systems, products, and
20 component parts designed, distributed, tested, manufactured, developed, and marketed, by
21 Supplier Defendants are defective as a result of dezincification corrosion, thereby causing
22 damage to the homeowners.

23 107. If these allegations are true, then any and all damages claimed by the
24 homeowners are the responsibility of the Supplier Defendants, not Plaintiffs.

25 108. Plaintiffs tendered the defense and indemnity of this matter to the Supplier
26 Defendants pursuant to A.R.S. § 12-684, and each of them, rejecting the tender and refusing to
27 defend Plaintiffs.
28

1 109. Plaintiffs are entitled to an immediate defense and indemnification from the
2 Supplier Defendants, including payment of attorneys' fees and costs.

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

9 **TENTH CAUSE OF ACTION**

10 **Breach of Express Warranties**

11 **[All Subcontractor Defendants]**

12 111. Plaintiffs fully incorporate herein by reference all allegations contained in
13 paragraphs 1 through 110 of this Complaint.

14 112. Subcontractor Defendants subcontracts contained the following express
15 warranty:

16 10.7 Warranties. Subcontractor warrants to Owner/Contractor that all
17 materials and equipment furnished shall be new (unless otherwise specified
18 and agreed to in advance by Owner/Contractor) and that all work under the
19 Contract shall be of good and workmanlike quality, free from faults and
20 defects and in conformance with the Contract Documents. All work not
21 conforming to these requirements, including substitutions not properly
22 approved and authorized, may be considered defective. The warranties
23 provided in this Paragraph 10.7 shall (a) be in addition to and not in limitation
24 of any other warranty or remedy available to Owner/Contractor, (b) be
25 assignable by Owner/Contractor, and (c) be valid for (i) one (1) year from the
26 date of close of escrow of each house constructed pursuant to the Contract for
27 all defects not otherwise specified herein, (ii) two (2) years from the date of
28 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.

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

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

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

7 115. 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, they are entitled to recover their reasonable attorneys' fees, expert fees, costs, pre-
10 judgment interest, and all other expenses related in any way to this lawsuit and arbitration
11 demanded above, and any arbitration, action, or other suit brought by the homeowners,
12 including any amount paid as a result of a settlement, judgment, award, or compromise.

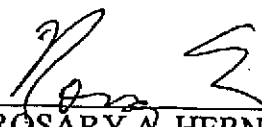
13 WHEREFORE, Plaintiffs request that this Court enter judgment in favor of Plaintiffs
14 and against Defendants as follows:

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

21 RESPECTFULLY SUBMITTED this 14 day of October, 2014.

22 WOOD, SMITH, HENNING & BERMAN LLP

23
24
25 By:



ROSARY A. HERNANDEZ
MATTHEW B. BALTIERRA
Attorneys for Plaintiff

EXHIBIT "A"

SUNSET FARMS HOMEOWNER MATRIX

Homeowners	Address
Aguilera, Fabliano	3819 S. 103rd Ln.
Alvarado, Ricardo	10336 W. Albeniz Pl.
Apodaca, Alma	10332 W. Albeniz Pl.
Barron, Zuleika	3910 S. 103rd Dr.
Bautista, Miguel & Vazquez, Mercedes	10440 W. Wood St.
Bourguignon, Zulema	10452 W. Wood St.
Bravo, Arcelia	10444 W. Wood St.
Canales, Alicia	10376 W. Atlantis Way
Carroll, Gari	10421 W. Albeniz Pl.
Celado, Jaime & Aracelis	10337 W. Atlantis Way
Cox, Shane	10343 W. Odeum Ln.
Dantzler, Cedric	3913 S. 103rd Dr.
Enriquez, Erik	10314 W. Odeum Ln.
Evans-Meheula, Michelle	10439 W. Southgate Ave.
Gallegos, Roselio & Paez-Gallegos, Isela	10428 W. Raymond St.
Gonzalez, Jaime	3818 S. 104th Ln.
Griffin, Freddie & Doris	10434 W. Illini St.
Gutierrez, Martin	10343 W. Southgate Ave.
Hernandez, Solomon & Sally	4116 S. 104th Ln.
James, Jordan	10413 W. Wood St.
Lopez, Alfredo	4204 S. 104th Ln.
Lopez, Alfredo & Edith	4208 S. 104th Ln.
Lopez, Jose	10349 W. Raymond St.
Martinez, Hector	10322 W. Odeum Ln.
McArthur, Jr., Vernon & Thomas, Crystal	10424 W. Wood St.

Mendez, Andrea	3717 S. 103rd Ln.
Montijo, Olga	10308 W. Atlantis Way
Moore, Jason & Kimberly	3905 S. 103rd Dr.
Nanfito, Mary	10336 W. Atlantis Way
Navarro, Alfredo	10334 W. Odeum Ln.
Ordonez, Lorenzo	10432 W. Raymond St.
Orozco, Agraciana	10433 W. Wood St.
Ortiz, Manuel & Rocha, Hilda	3815 S. 103rd Ln.
Perez, Hilberto & Bianca	10412 W. Wood St.
Ramos, Joe & Maria	10318 W. Odeum Ln.
Ramos, Juan & Flora	10339 W. Wood St.
Rivera, Anna	10352 W. Atlantis Way
Rocha, Juan & Clara	4207 S. 104th Ave.
Rodriguez, Leonel	10339 W. Odeum Ln.
Saucedo, Pedro & Mendoza, Glenda	4112 S. 104th Ln.
Sellers, Chaunsy & Alisha	3918 S. 104th Ln.
Silverio, Amarildo	4309 S. 104th Ave.
Taylor, Shawntay	10441 W. Albeniz Pl.
Thompson, Danae	4107 S. 103rd Dr.
Tobias, Alzetter	4108 S. 104th Ln.
Toliver, Kyle & Desiree	3818 S. 103rd Dr.
Vasquez, Rosa	10345 W. Atlantis Way
Virgil, Jesus & Consuelo	10344 W. Albeniz Pl.
Wilson, Ronald & Michelle	4308 S. 104th Ave.
Wrobel, Michael	10409 W. Raymond St.
Zamarripa, Mario & Beatriz	10344 W. Atlantis Way
Zaragoza, Ruben & Leonor	10317 W. Atlantis Way

EXHIBIT "B"

Rosary A. Hernandez (State Bar No. 020182)
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Matthew B. Baltierra (State Bar No. 031174)
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Phoenix, Arizona 85016-4210

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

Attorneys for Claimants

DEMAND FOR ARBITRATION

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

Plaintiff,

v.

ABS INSPECTION GROUP, LLLP, an
 Arizona limited liability limited
 partnership; ADAMS BROS INTERIORS
 & CABINETS, INC., an Arizona
 corporation; ANDREW LAUREN AZ dba
 RCC HOLDINGS, LLC; an Arizona
 corporation; ARTISTIC STAIRS, LTD.,
 an Arizona corporation; ATRIUM DOOR
 AND WINDOW COMPANY OF
 ARIZONA, INC.; an Delaware
 corporation; CATALINA ROOFING AND
 SUPPLY, INC., an Arizona corporation;
 CHAS ROBERTS AIR CONDITIONING,
 INC., an Arizona corporation; CREATIVE
 TOUCH INTERIORS AND HD SUPPLY
 INTERIOR SOLUTIONS dba CTI OF
 MARYLAND, INC. (FN), a Maryland
 Corporation; FLOORWORKS, INC. dba
 CREATIVE TOUCH INTERIORS fka
 DESERT ACQUISITION CORP., a
 Delaware corporation; DESIGN
 DRYWALL WEST, INC., a Colorado
 corporation; DIXON BROTHERS,
 INCORPORATED, an Arizona
 corporation; DOOR SALES, LLC, dba
 MASCO FRAMING HOLDING
 COMPANY I, LLC, an Arizona
 corporation; DVC CONSTRUCTION
 COMPANY, INC., an Arizona
 corporation; ERICKSON
 CONSTRUCTION, LLC, an Arizona
 limited liability company; EXECUTIVE

ARBITRATION DEMAND FOR:

1. EXPRESS INDEMNITY
2. BREACH OF CONTRACT
3. BREACH OF IMPLIED
WARRANTY OF
WORKMANSHIP
4. NEGLIGENCE
5. COMMON LAW / IMPLIED
INDEMNITY
6. BREACH OF CONTRACT -
DUTY TO DEFEND -
DECLARATORY RELIEF
7. STRICT PRODUCTS LIABILITY
/ CONTRIBUTION PURSUANT
TO A.R.S. §12-2509
STRICT PRODUCTS LIABILITY
8. DECLARATORY RELIEF
REGARDING DUTY TO
DEFEND PURSUANT TO A.R.S.
§ 12-684
9. BREACH OF EXPRESS
WARRANTY

1 PAINTING ENTERPRISE, INC., an
 2 Arizona corporation; GALE
 3 CONTRACTOR SERVICES dba
 4 BUILDER SERVICES, INC., a Florida
 5 corporation; GECKO UNDERGROUND
 6 UTILITIES, LLC, an Arizona limited
 7 liability company; GENERAL
 8 PLUMBING, INC., an Arizona
 9 corporation; GMS CONCRETE
 10 SPECIALISTS, INC., an Arizona
 11 corporation; HOLMES-HALLY
 12 INDUSTRIES, INC., a California
 13 corporation; INFINITY BUILDING
 14 PRODUCTS, LLC, an Arizona limited
 15 liability company; JR MCDADE CO.,
 16 INC., an Arizona corporation; LODI
 17 GARAGE DOOR & MORE dba MADJ,
 18 INC. an Arizona corporation; MESA
 19 FULLY FORMED, LLC, an Arizona
 20 limited liability company; MPC
 21 CONTRACTING COMPANY, INC., an
 22 Arizona corporation; PALO VERDE
 23 PLASTERING, INC., an Arizona
 24 corporation; PARTITIONS &
 25 ACCESSORIES CO. dba L.R. BORELLI
 26 INC., an Arizona corporation; POCO
 27 VERDE POOLS AND LANDSCAPE,
 28 INC., an Arizona corporation; ROBERT
 MCDANIEL CONSTRUCTION, LLC, an
 Arizona limited liability company;
 SHARICO ENTERPRISES, INC., an
 Arizona corporation; SONORAN
 CONCRETE, LLC, an Arizona limited
 liability company; SPECIALTY
 ROOFING, INC., an Arizona corporation;
 THOMAS ELECTRIC, INC., an Arizona
 corporation; UNITED FENCE
 COMPANY, INC., an Arizona
 corporation; UNITED
 SUBCONTRACTORS, INC. dba MESA
 INSULATION, a Utah corporation;
 VALLEY GATE SERVICE, INC., an
 Arizona corporation; WESTY'S SOIL
 COMPACTING CO., INC., an Arizona
 corporation; BLACK CORPORATIONS I
 - XX; WHITE PARTNERSHIPS I - XX;
 and DOES I - XX,

Defendants.

///

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

4 **JURISDICTION**

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

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

10 3. Upon information and belief, Defendant ABS Inspection Group, LLLP was at all
11 times material hereto an Arizona limited liability limited partnership authorized to do business
12 and was doing business within the County of Maricopa, State of Arizona. ABS Inspection
13 Group, LLLP entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),
14 wherein it agreed to provide construction materials and perform work at the subject Project,
15 Sunset Farm, located in Tolleson, County of Maricopa, State of Arizona (hereinafter the
16 "Project").

17 4. Upon information and belief, Defendant Adams Bros Interiors & Cabinets, Inc.
18 was 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. Adams Bros Interiors &
20 Cabinets entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein
21 it agreed to provide construction materials and perform work at the subject Project.

22 5. Upon information and belief, Defendant Andrew Lauren AZ dba RCC Holdings,
23 LLC was at all times material hereto an Arizona limited liability company authorized to do
24 business and was doing business within the County of Maricopa, State of Arizona. Andrew
25 Lauren AZ dba RCC Holdings, LLC entered into contract(s) with Plaintiffs, and/or their duly
26 authorized agent(s), wherein it agreed to provide construction materials and perform work at
27 the Project.
28

1 6. Upon information and belief, Defendant Artistic Stairs, Ltd. 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. Artistic Stairs, Ltd. entered into contract(s)
4 with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction
5 materials and perform work at the Project.

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

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

17 8. Upon information and belief, Defendant Chas Roberts Air Conditioning, Inc.
18 was 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. Chas Roberts Air
20 Conditioning, 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 Project.

22 9. Upon information and belief, Defendant Creative Touch Interiors and HD
23 Supply Interior Solutions dba CTI of Maryland, Inc. (FN) was at all times material hereto an
24 Maryland corporation authorized to do business and was doing business within the County of
25 Maricopa, State of Arizona. Creative Touch Interiors and HD Supply Interior Solutions dba
26 CTI of Maryland, Inc. (FN) entered into contract(s) with Plaintiffs, and/or their duly
27 authorized agent(s), wherein it agreed to provide construction materials and perform work at
28 the Project.

1 10. Upon information and belief, Defendant Floorworks, Inc. dba Creative Touch
2 Interiors fka Desert Acquisition Corp. was at all times material hereto a Delaware corporation
3 authorized to do business and was doing business within the County of Maricopa, State of
4 Arizona. Floorworks, Inc. dba Creative Touch Interiors fka Desert Acquisition Corp. entered
5 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to
6 provide construction materials and perform work at the Project.

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

17 13. Upon information and belief, Defendant Door Sales, LLC dba Masco Framing
18 Holding Company I, LLC was at all times material hereto an Arizona limited liability
19 company authorized to do business and was doing business within the County of Maricopa,
20 State of Arizona. Door Sales, LLC dba Masco Framing Holding Company I, LLC 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 14. Upon information and belief, Defendant DVC Construction Company, Inc. was
24 at all times material hereto an Arizona corporation authorized to do business and was doing
25 business within the County of Maricopa, State of Arizona. DVC Construction Company
26 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed
27 to provide construction materials and perform work at the Project.

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

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

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

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

22 19. Upon information and belief, Defendant General Plumbing, 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. General Plumbing, Inc. entered into
25 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide
26 construction materials and perform work at the Project.

27 20. Upon information and belief, Defendant GMS Concrete Specialists, Inc. was at
28 all times material hereto an Arizona corporation authorized to do business and was doing

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

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

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

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

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

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

1 22. Upon information and belief, Defendant MPC Contracting Company, Inc. 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. MPC Contracting Company, Inc.
4 entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed
5 to provide construction materials and perform work at the Project.

6 23. Upon information and belief, Defendant Palo Verde Plastering, 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. Palo Verde Plastering, Inc. 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 24. Upon information and belief, Defendant Partitions & Accessories Co. dba L.R.
12 Borelli Inc. was at all times material hereto an Arizona corporation authorized to do business
13 and was doing business within the County of Maricopa, State of Arizona. Partitions &
14 Accessories Co. dba L.R. Borelli Inc. entered into contract(s) with Plaintiffs, and/or their duly
15 authorized agent(s), wherein it agreed to provide construction materials and perform work at
16 the Project.

17 25. Upon information and belief, Defendant Poco Verde Pools and Landscape, Inc.
18 was 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. Poco Verde Pools and
20 Landscape, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),
21 wherein it agreed to provide construction materials and perform work at the Project.

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

27 27. Upon information and belief, Defendant Sharico Enterprises, Inc. was at all
28 times material hereto an Arizona corporation authorized to do business and was doing

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

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

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

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

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

24 32. Upon information and belief, Defendant United Subcontractors, Inc. dba Mesa
25 Insulation, a Utah corporation was at all times material hereto an Arizona corporation
26 authorized to do business and was doing business within the County of Maricopa, State of
27 Arizona. United Subcontractors, Inc. dba Mesa Insulation entered into contract(s) with
28

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

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

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

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

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

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

25 38. Venue is proper before this Court pursuant to A.R.S. § 12-401(5), (7), (12) and
26 (18).

1 39. As used throughout this Complaint, the above named defendants are collectively
2 referred to as "Subcontractor Defendants." The term "Subcontractor Defendants" shall also
3 include fictitious named defendants.

4 40. Upon information and belief, pursuant to indemnity language contained in the
5 above-referenced contracts, each Subcontractor Defendant has an obligation to indemnify
6 Plaintiffs for alleged defects arising from its respective work, materials supplied, and/or
7 professional services.

8 41. Upon information and belief, pursuant to indemnity language contained in the
9 above-referenced contracts, each Subcontractor Defendant has an obligation to indemnify
10 Plaintiffs for alleged defects arising from its respective work, materials supplied, and/or
11 professional services.

12 42. Upon information and belief, pursuant to language contained in those above-
13 referenced contracts and as may otherwise apply by law, each Subcontractor Defendant has an
14 obligation to defend Plaintiffs for alleged defects arising from its respective work and/or
15 professional services.

16 43. The owners of certain residences within the Project have alleged various
17 construction defects that include:

18 Architectural

19 1.0 Site

20 1.1 Soil subsidence – improperly prepared and compacted soil can cause
21 poor drainage resulting in settlement, heaving and cracking of
22 foundation components.

23 1.2 Cracked concrete flatwork – improperly prepared and compacted soil,
24 improper mix, placement, thickness and curing.

25 1.3 Improper site drainage.

26 1.4 Site walls and gates – problems may indicate deficiencies with the
27 soils preparation for the wall foundation, the wall foundation
28 insulation, and deficiencies in the wall or gate construction.

- 1.5 Spalled Concrete – deteriorated and/or cracked.
- 1.6 Stemwall – deteriorated and/or cracked.
- 1.7 Improper slope at flatwork.
- 2.0 Below Grade
 - 2.1 Improperly installed irrigation system
- 3.0 Exterior Walls, Soffits and Foundations
 - 3.1 Stucco – improper stucco installation; deteriorated and faded paint at stucco; unsealed penetrations.
 - 3.2 Foundations – improper slope at garage slab; wire rusted through at stem; stem spalling; cracked concrete slab at garage; over pour at door; spalling at stem wall; cracked concrete stoop.
- 4.0 Windows and Doors
 - 4.1 Windows – Water intrusion at window; loose or missing trim window product malfunctioning; cracked/damaged glazing; gap at window trim; window does not latch; window sticks; window trim warped; loose grid inside fixed atrium window; dust intrusion at window.
 - 4.2 Doors – operational problems at doors; improper weather stripping; water intrusion at exterior door; exterior doors bind; unsealed threshold; exterior door improper sealed at head.
- 5.0 Private Decks; Entry Decks, Stairs
 - 5.1. Loose hand rails.
 - 5.2 Guardrail less than 42" in height
 - 5.3 Improper application or failure of deck membrane or deck components.
- 6.0 Roofs
 - 6.1 Roofs – Improperly constructed roof tile systems; tiles being displaced from their original position; tiles falling off the structure;

flashings incorrect; water draining problems. These ultimately can allow water intrusion into the roofing system and cause damage to framing and interior finishes and contents.

7.0 Framing

- 7.1 Framing deficiencies – attic: no blocking at ridge – unblocked diaphragm; sagging trusses at ceiling; wall bowed; loose low wall.
- 7.2 Floor squeaks – improper installed, missing, broken or defective structural components of roof and floor systems can compromise the system as a whole and lead to failure.
- 7.3 Broken or cut framing – sheathing flaking at eave; saw cut at patio beam; split truss chord; broken trusses.
- 7.4 Undersized attic access.
- 7.5 Missed nails at roof sheathing – improperly installed, missing, broken or defective structural components of roof and floor systems can compromise the system as a whole and lead to failure; missed nails at truss/sheathing edge.

8.0 Interior Floors, Stairs, Walls and Ceiling

- 8.1 Floors – cracked grout at floor tile; hollow tile; grout cracking; cracked or broken floor tile; uneven tile: lippage; hollow tile: insufficient thinset; stained sheet vinyl flooring; sheet vinyl flooring failure; carpet loose.
- 8.2 Walls and ceiling – improper gypsum wallboard installation; moisture damaged gypsum wallboard walls and ceilings; improper attic insulation thickness; interior finish failing.

9.0 Interior Doors

- 9.1 Interior doors that bind may indicate deficiencies with the soils preparation for the foundation, foundation installation, and deficiencies in structural components, installation or design problems

1 - binding; inoperable hardware: not latching; door handle came
2 loose/came apart; separation at door trim; improperly installed or
3 missing interior trim; corner base board missing; interior doors
4 improperly sealed or painted.

5 10.0 Cabinets and Countertops

6 10.1-3 Countertop loose; countertops inadequately attached; countertop
7 delaminating; delaminating/separation at joint/miter; splash
8 separation.

9 10.4 Improperly installed cabinets; cabinet door broken; cabinets pulling
10 away from wall; kick plate loose.

11 10.5 Cracked marble top; cracking in vanity top.

12 11.0 Tubs and Showers

13 11.1 Shower and/or tub/shower enclosure leaks - water damage to
14 adjacent finishes; shower wall flexes; tub/shower wall flexes;
15 shower/tub floor creaks; ceiling stains from leak above; shower
16 enclosure frame finish worn off - rusted; stained and damaged
17 subfloor.

18 13.0 Plumbing

19 13.1 Loose plumbing fixtures and piping - toilet loose; loose tub
20 faucet/spout; loose mixing valve; shower head loose; plumbing does
21 not work - broken shutoff valve in front yard; angle stops are loose at
22 faucet and toilet; unsecured water heater; loose valve piping in wall;
23 loose faucets.

24 13.2 Short vent stacks.

25 13.3 Improper insulation of pipes, fixtures and water heater - no overflow
26 at tub; low water pressure; water leaks at shut-off valve/sink; damage
27 at water heater stand; corrosion at valve; shut off valve does not
28 operate properly; water main pipe corrosion; mixing valve reversed;

missing bollard in garage; drain pipe leaks; leaking water heater.

14.0 Mechanical

14.1 Improper HVAC operation – insufficient air flow; deteriorating insulation at condenser line.

14.2 Improper condensate line installation – exposed condenser lines; penetration sleeve buried in stucco.

14.5 Improperly installed components – catch pan loose – not strapped up; condenser unit not level; damage to drywall at ceiling from leaking condensate line; missing HVAC register; condenser too close to structure; unsealed HVAC lines at penetration.

15.0 Electrical

15.2 Improper installation of lights, switches and outlets.

15.3 Unsealed light fixture.

15.4 Rusted light fixture.

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

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

46. Each Defendant received reasonable notice of the homeowners' claims and had an opportunity to defend Plaintiffs.

47. Notwithstanding Plaintiffs' invitations and demands to participate in pre-litigation negotiations and defend Plaintiffs, each Defendant has failed to do so.

1 48. As a result of each Defendant's refusal to defend and indemnify, Plaintiffs were
2 forced to defend themselves and continue to incur substantial attorneys' fees, expert fees, and
3 costs.

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

7 50. Each Subcontractor Defendant expressly agreed to obtain additional insured
8 endorsements naming Plaintiffs as additional insureds under their respective policies of
9 insurance.

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

14 **FIRST CAUSE OF ACTION**

15 **Express Indemnity**

16 **[All Subcontractor Defendants]**

17 52. Plaintiffs fully incorporate herein by reference all allegations contained in
18 Paragraphs 1 through 52 of this Complaint.

19 53. Each agreement between Plaintiffs and each Subcontractor Defendant contained
20 language pursuant to which each Subcontractor Defendant agreed to indemnify, defend and
21 hold Plaintiffs harmless.

22 54. The acts of the Subcontractor Defendants are the direct and proximate cause, in
23 whole or in part, of the damages alleged by the homeowners.

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

27 56. As a result of the claims against and damages incurred by Plaintiffs, it has
28 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and

1 therefore, they are entitled to recover their reasonable attorneys' fees, costs, pre-judgment
2 interest, and all other expenses related in any way to this lawsuit and arbitration demanded
3 above, and any arbitration, action, or other suit brought by the homeowners, including any
4 amount paid as a result of a settlement, judgment, award, or compromise.

5 SECOND CAUSE OF ACTION

6 Breach of Contract

7 [All Subcontractor Defendants]

8 57. Plaintiffs fully incorporate herein by reference all allegations contained in
9 paragraphs 1 through 56 of this Complaint.

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

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

18 60. Upon information and belief, Subcontractor Defendants have failed to obtain the
19 required additional insured coverage required under the subcontracts. The subcontracts
20 contain the following insurance provision:

21 Commercial general liability insurance with minimum limits of \$1,000,000
22 combined single limit per occurrence, (\$1,000,000 general aggregate, and
23 \$1,000,000 products/completed operations aggregate). The aggregate limits
24 shall apply separately on each project, contract, job or phase. Subcontractor
25 agrees that each contract signed shall represent and be deemed a separate and
26 distinct project. The commercial general liability insurance shall be on the
27 07/98 ISO form or an equivalent and shall specifically include coverage for
28 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

1 also be endorsed as primary coverage with respect to any other insurance
2 which may be carried by the Additional Insureds. It is expressly agreed that
3 any other insurance covering Additional Insured, is excess over and non-
4 contributing with Subcontractor's commercial general liability insurance.

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

7 62. As the result of Subcontractor Defendants' individual breaches of contract,
8 Plaintiffs have incurred damages and will continue to incur damages, including attorneys'
9 fees, expert fees, pre-judgment interest, and other expenses.

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

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

15 65. 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, they are entitled to recover their reasonable attorneys' fees, costs, pre-judgment
18 interest, and all other expenses related in any way to this lawsuit and arbitration demanded
19 above, and any arbitration, action, or other suit brought by the homeowners, including any
20 amount paid as a result of a settlement, judgment, award, or compromise.

21 THIRD CAUSE OF ACTION

22 Breach of Implied Warranty of Workmanship

23 [All Subcontractor Defendants]

24 66. Plaintiffs fully incorporate herein by reference all allegations contained in
25 Paragraphs 1 through 65 of this Complaint.

26 67. Subcontractor Defendants impliedly warranted that their
27 materials/products/systems would be of merchantable quality and reasonably fit for its
28 intended purpose and that the work and labor performed under any agreement or instruction
would be done in a careful and workmanlike manner in conformance with Arizona

1 construction standards and/or practices and all applicable Project documents, including the
2 plans, specifications, and scopes of work.

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

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

11 70. 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, they are entitled to recover their reasonable attorneys' fees, costs, pre-judgment
14 interest, and all other expenses related in any way to this lawsuit and arbitration demanded
15 above, and any arbitration, action, or other suit brought by the homeowners, including any
16 amount paid as a result of a settlement, judgment, award, or compromise.

17 FOURTH CAUSE OF ACTION

18 **Negligence**

19 **[All Subcontractor Defendants and All Supplier Defendants]**

20 71. Plaintiffs fully incorporate herein by reference all allegations contained in
21 Paragraphs 1 through 70 of this Complaint.

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

26 73. At all times relevant herein, Supplier Defendants owed a duty of reasonable care
27 to Plaintiffs to ensure the component systems and component parts supplied by Supplier
28

1 Defendants were properly designed, distributed, tested, manufactured, developed, marketed,
2 selected, and installed at the Project.

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

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

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

18 77. 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, they are entitled to recover their reasonable attorneys' fees, costs, pre-judgment
21 interest, and all other expenses related in any way to this lawsuit and arbitration demanded
22 above, and any arbitration, action, or other suit brought by the homeowners, including any
23 amount paid as a result of a settlement, judgment, award, or compromise.

24 **FIFTH CAUSE OF ACTION**

25 **Common Law/Implied Indemnity**

26 **[All Subcontractor Defendants and All Supplier Defendants]**

27 78. Plaintiffs fully incorporate herein by reference all allegations contained in
28 Paragraphs 1 through 77 of this Complaint.

1 79. 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 and Supplier Defendants.

4 80. 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 to
6 Common Law Indemnity from Subcontractor Defendants and Supplier Defendants for their
7 reasonable attorneys' fees, expert fees, costs, and all other expenses related in any way to this
8 lawsuit and arbitration demanded above, and any arbitration, action, or other suit brought by
9 the homeowners, including any amount paid as a result of settlement, judgment, award, or
10 compromise.

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

13 SIXTH CAUSE OF ACTION

14 Breach of Contract-Duty to Defend – Declaratory Relief

15 [All Subcontractor Defendants]

16 82. Plaintiffs fully incorporate herein by reference all allegations contained in
17 Paragraphs 1 through 81 of this Complaint.

18 83. Each agreement between Plaintiffs and each Subcontractor Defendant contained
19 language pursuant to which each Subcontractor Defendant expressly and/or impliedly agreed
20 to defend and hold Plaintiffs and others harmless.

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

26 85. Subcontractor Defendants have a duty to defend against any claims made against
27 Plaintiffs arising out of their respective scopes of work.
28

1 86. Plaintiffs have a present legal right to be provided a defense by Subcontractor
2 Defendants.

3 87. Upon information and belief, Plaintiffs have tendered the defense of the action
4 to Subcontractor Defendants, each of whom rejected, ignored, or failed to properly accept the
5 tender of defense.

6 88. A dispute has arisen and an actual controversy now exists between Plaintiffs and
7 Subcontractor Defendants in that Plaintiffs contend they are entitled to a present defense from
8 the Subcontractor Defendants, and Subcontractor Defendants deny same.

9 89. Plaintiffs are entitled to be indemnified by Subcontractor Defendants for all
10 attorneys' fees, expert fees, court costs, and investigative costs sustained as the result of
11 Subcontractor Defendants' failure to defend and hold Plaintiffs and others harmless.

12 90. Plaintiffs herein seek a declaration by the Court as to their rights and said
13 Subcontractor Defendants' duties and obligations to defend Plaintiffs.

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

20 **SEVENTH CAUSE OF ACTION**

21 **Strict Products Liability/Contribution Pursuant to A.R.S. §12-2509**

22 **[All Supplier Defendants]**

23 92. Plaintiffs fully incorporate herein by reference all allegations contained in
24 Paragraphs 1 through 92 of this Complaint.

25 93. At all times relevant herein, Supplier Defendants were responsible for designing,
26 distributing, testing, manufacturing, developing, marketing, selecting, installing and/or
27 warranting the systems and component parts sold and/or installed at the Project, that have
28

1 allegedly failed prematurely so as to cause an unreasonably dangerous, defective, and unsafe
2 condition for habitation.

3 94. The alleged failure has created an unreasonably dangerous condition for
4 property, including, but not limited to, framing, drywall, and interior finishes.

5 95. If the homeowners' allegations are true, Supplier Defendants knew or should
6 have known and expected that their products would be placed in the stream of commerce, and
7 would reach Plaintiffs without substantial change and would be installed in the same defective
8 condition in which they were originally designed, manufactured and sold.

9 96. Upon information and belief, the products and component parts are designed,
10 distributed, tested, manufactured, developed, marketed, selected, and installed on a mass
11 production and distribution basis.

12 97. If the homeowners' allegations are proven true, the products and component
13 parts were defective when they left the possession of Supplier Defendants.

14 98. Upon information and belief, the products and component parts provided by
15 Supplier Defendants have not changed from the condition in which they were sold.

16 99. Upon information and belief, the products and component parts have been used
17 and are being used in the matter intended and reasonably foreseeable.

18 100. 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, they 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 a settlement, judgment, award, or compromise.

24 **EIGHTH CAUSE OF ACTION**

25 **Strict Products Liability –**

26 **Declaratory Relief Regarding Duty to Defend Pursuant to A.R.S. § 12-684**

27 **[All Supplier Defendants]**

101. Plaintiffs fully incorporate herein by reference all allegations contained in Paragraphs 1 through 100 of this Complaint.

102. Certain homeowners at the Project allege that various systems, products, and component parts designed, distributed, tested, manufactured, developed, and marketed, by Supplier Defendants are defective as a result of dezincification corrosion, thereby causing damage to the homeowners.

103. If these allegations are true, then any and all damages claimed by the homeowners are the responsibility of the Supplier Defendants, not Plaintiffs.

104. Plaintiffs tendered the defense and indemnity of this matter to the Supplier Defendants pursuant to A.R.S. § 12-684, and each of them, rejecting the tender and refusing to defend Plaintiffs.

105. Plaintiffs are entitled to an immediate defense and indemnification from the Supplier Defendants, including payment of attorneys' fees and costs.

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

NINTH CAUSE OF ACTION

Breach of Express Warranties

[All Subcontractor Defendants]

107. Plaintiffs fully incorporate herein by reference all allegations contained in paragraphs 1 through 106 of this Complaint.

108. Subcontractor Defendants subcontracts contained the following express warranty:

10.7 Warranties. Subcontractor warrants to Owner/Contractor that all materials and equipment furnished shall be new (unless otherwise specified and agreed to in advance by Owner/Contractor) and that all work under the

Contract shall be of good and workmanlike quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranties provided in this Paragraph 10.7 shall (a) be in addition to and not in limitation of any other warranty or remedy available to Owner/Contractor, (b) be assignable by Owner/Contractor, and (c) be valid for (i) one (1) year from the date of close of escrow of each house constructed pursuant to the Contract for all defects not otherwise specified herein, (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.

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

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

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

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


1. For direct and consequential damages;
2. For pre-judgment and post-judgment interest thereon at the statutory rate;

3. For their costs, expenses, and reasonable attorneys' and expert fees incurred and allowed under any theory, including, but not limited to, the parties' contract, A.R.S. §§12-341.01(A) and 12-1364; and
4. For such other relief as this Court may deem just and appropriate.

RESPECTFULLY SUBMITTED this 14 day of October, 2014.

WOOD, SMITH, HENNING & BERMAN LLP

By:



ROSARY A. HERNANDEZ
MATTHEW B. BALTIERRA
Attorneys for Plaintiff

EXHIBIT "A"

SUNSET FARMS HOMEOWNER MATRIX

Homeowners	Address
Aguilera, Fabliano	3819 S. 103rd Ln.
Alvarado, Ricardo	10336 W. Albeniz Pl.
Apodaca, Alma	10332 W. Albeniz Pl.
Barron, Zuleika	3910 S. 103rd Dr.
Bautista, Miguel & Vazquez, Mercedes	10440 W. Wood St.
Bourguignon, Zulema	10452 W. Wood St.
Bravo, Arcelia	10444 W. Wood St.
Canales, Alicia	10376 W. Atlantis Way
Carroll, Gari	10421 W. Albeniz Pl.
Celado, Jaime & Aracelis	10337 W. Atlantis Way
Cox, Shane	10343 W. Odeum Ln.
Dantzler, Cedric	3913 S. 103rd Dr.
Enriquez, Erik	10314 W. Odeum Ln.
Evans-Meheula, Michelle	10439 W. Southgate Ave.
Gallegos, Roselio & Paez-Gallegos, Isela	10428 W. Raymond St.
Gonzalez, Jaime	3818 S. 104th Ln.
Griffin, Freddie & Doris	10434 W. Illini St.
Gutierrez, Martin	10343 W. Southgate Ave.
Hernandez, Solomon & Sally	4116 S. 104th Ln.
James, Jordan	10413 W. Wood St.
Lopez, Alfredo	4204 S. 104th Ln.
Lopez, Alfredo & Edith	4208 S. 104th Ln.
Lopez, Jose	10349 W. Raymond St.
Martinez, Hector	10322 W. Odeum Ln.
McArthur, Jr., Vernon & Thomas, Crystal	10424 W. Wood St.

Mendez, Andrea	3717 S. 103rd Ln.
Montijo, Olga	10308 W. Atlantis Way
Moore, Jason & Kimberly	3905 S. 103rd Dr.
Nanfito, Mary	10336 W. Atlantis Way
Navarro, Alfredo	10334 W. Odeum Ln.
Ordóñez, Lorenzo	10432 W. Raymond St.
Orozco, Agraciana	10433 W. Wood St.
Ortiz, Manuel & Rocha, Hilda	3815 S. 103rd Ln.
Perez, Hilberto & Bianca	10412 W. Wood St.
Ramos, Joe & Maria	10318 W. Odeum Ln.
Ramos, Juan & Flora	10339 W. Wood St.
Rivera, Anna	10352 W. Atlantis Way
Rocha, Juan & Clara	4207 S. 104th Ave.
Rodriguez, Leonel	10339 W. Odeum Ln.
Saucedo, Pedro & Mendoza, Glenda	4112 S. 104th Ln.
Sellers, Chaunsy & Alisha	3918 S. 104th Ln.
Silverio, Amarildo	4309 S. 104th Ave.
Taylor, Shawntay	10441 W. Albeniz Pl.
Thompson, Danae	4107 S. 103rd Dr.
Tobias, Alzetter	4108 S. 104th Ln.
Toliver, Kyle & Desiree	3818 S. 103rd Dr.
Vasquez, Rosa	10345 W. Atlantis Way
Virgil, Jesus & Consuelo	10344 W. Albeniz Pl.
Wilson, Ronald & Michelle	4308 S. 104th Ave.
Wrobel, Michael	10409 W. Raymond St.
Zamarripa, Mario & Beatriz	10344 W. Atlantis Way
Zaragoza, Ruben & Leonor	10317 W. Atlantis Way

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.

SEVENTH FLOOR CAMELBACK ESPLANADE II
2525 EAST CAMELBACK ROAD
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Attorneys for Plaintiffs

SUPERIOR COURT OF ARIZONA
COUNTY OF MARICOPA

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

Plaintiff,

v.

ABS INSPECTION GROUP, LLLP, an
Arizona limited liability limited partnership;
ADAMS BROS INTERIORS & CABINETS,
INC., an Arizona corporation; ANDREW
LAUREN CABINETS, an Arizona limited
liability company; ARTISTIC STAIRS, LTD.,
an Arizona corporation; ATRIUM DOOR
AND WINDOW COMPANY OF ARIZONA,
INC., an Delaware corporation; CATALINA
ROOFING AND SUPPLY, INC., an Arizona
corporation; CHAS ROBERTS AIR
CONDITIONING, INC., an Arizona
corporation; CTI OF MARYLAND, INC.
(FN), dba CREATIVE TOUCH INTERIORS
AND HD SUPPLY INTERIOR SOLUTIONS

CASE NO. CV2014-012379

**PLAINTIFFS' FIRST
AMENDED COMPLAINT**

(Assigned to the Honorable
Christopher Whitten)

1. **DEMAND**
2. **FOR ARBITRATION**
3. **EXPRESS INDEMNITY**
4. **BREACH OF CONTRACT**
5. **BREACH OF IMPLIED**
6. **WARRANTY OF**
7. **WORKMANSHIP**
8. **NEGLIGENCE**
9. **COMMON LAW /**
10. **IMPLIED INDEMNITY**
11. **BREACH OF CONTRACT -**
12. **DUTY TO DEFEND -**
13. **DECLARATORY RELIEF**
14. **BREACH OF EXPRESS**
15. **WARRANTY**

1 a Maryland Corporation; FLOORWORKS,
2 INC., a-Delaware corporation; DESIGN
3 DRYWALL WEST, INC., a Colorado
4 corporation; DIXON BROTHERS,
5 INCORPORATED, an Arizona corporation;
6 MASCO FRAMING HOLDING COMPANY
7 I, LLC dba DOOR SALES, LLC, an Arizona
8 limited liability company; DVC
9 CONSTRUCTION COMPANY, INC., an
10 Arizona corporation; ERICKSON
11 CONSTRUCTION, LLC, an Arizona limited
12 liability company; EXECUTIVE PAINTING
13 ENTERPRISE, INC., an Arizona corporation;
14 GALE CONTRACTOR SERVICES dba
15 BUILDER SERVICES GROUP, INC., dba
16 GALE CONTRACTOR SERVICES, a Florida
17 corporation; GECKO UNDERGROUND
18 UTILITIES, LLC, an Arizona limited liability
19 company; GENERAL PLUMBING, INC., an
20 Arizona corporation; GMS CONCRETE
21 SPECIALISTS, INC., an Arizona corporation;
22 HOLMES-HALLY INDUSTRIES, INC., a
23 California corporation; INFINITY BUILDING
24 PRODUCTS, LLC, an Arizona limited liability
25 company; JR MCDADE CO., INC., an Arizona
26 corporation; MADJ, INC. dba LODI GARAGE
DOOR & MORE, an Arizona corporation;
MESA FULLY FORMED, LLC, an Arizona
limited liability company; MPC
CONTRACTING COMPANY, INC., an
Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
L.R. BORELLI INC. dba PARTITIONS &
ACCESSORIES CO., an Arizona corporation;
POCO VERDE POOLS AND LANDSCAPE,
INC., an Arizona corporation; ROBERT
MCDANIEL CONSTRUCTION, LLC, an
Arizona limited liability company; SHARICO
ENTERPRISES, INC., an Arizona corporation;
SONORAN CONCRETE, LLC, an Arizona
limited liability company; SPECIALTY
ROOFING, INC., an Arizona corporation;
THOMAS ELECTRIC, INC., an Arizona
corporation; UNITED FENCE COMPANY,
INC., an Arizona corporation; UNITED

1 SUBCONTRACTORS, INC. dba MESA
2 INSULATION SPECIALTIST, a Minnesota
3 corporation; VALLEY GATE SERVICE,
4 INC., an Arizona corporation; WESTY'S SOIL
5 COMPACTING CO., INC., an Arizona
6 corporation; BLACK CORPORATIONS I -
7 XX; WHITE PARTNERSHIPS I - XX; and
8 DOES I - XX,

9 Defendants,

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

13 **JURISDICTION**

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

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

20 3. Upon information and belief, Defendant ABS Inspection Group, LLLP
21 was at all times material hereto an Arizona limited liability limited partnership
22 authorized to do business and was doing business within the County of Maricopa, State
23 of Arizona. ABS Inspection Group, LLLP entered into contract(s) with Plaintiffs,
24 and/or their duly authorized agent(s), wherein it agreed to provide construction materials
25 and perform work at the subject Project, Sunset Farm, located in Tolleson, County of
26 Maricopa, State of Arizona (hereinafter the "Project").

4. Upon information and belief, Defendant 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. Adams Bros
Interiors & Cabinets 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

1 subject Project.

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

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

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

19 8. Upon information and belief, Defendant Chas Roberts Air Conditioning,
20 Inc. was at all times material hereto an Arizona corporation authorized to do business
21 and was doing business within the County of Maricopa, State of Arizona. Chas Roberts
22 Air Conditioning, Inc. 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 9. Upon information and belief, CTI of Maryland, Inc. (FN) dba Creative
26 Touch Interiors and HD Supply Interior Solutions was at all times material hereto a
Maryland corporation authorized to do business and was doing business within the
County of Maricopa, State of Arizona. CTI of Maryland, Inc. (FN) dba Creative Touch

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

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

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

14 12. Upon information and belief, Defendant Dixon Brothers Incorporated was
15 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. Dixon Brothers
17 Incorporated entered into contract(s) with Plaintiffs, and/or their duly authorized
18 agent(s), wherein it agreed to provide construction materials and perform work at the
19 Project.

20 13. Upon information and belief, Defendant Masco Framing Holding
21 Company I, LLC dba Door Sales, LLC was at all times material hereto an Arizona
22 limited liability company authorized to do business and was doing business within the
23 County of Maricopa, State of Arizona. Masco Framing Holding Company I, LLC dba
24 Door Sales, LLC 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.

14. Upon information and belief, Defendant DVC Construction Company, Inc.
was at all times material hereto an Arizona corporation authorized to do business and

1 was doing business within the County of Maricopa, State of Arizona. DVC
2 Construction Company 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 15. Upon information and belief, Defendant Erickson Construction, LLC was
6 at all times material hereto an Arizona limited liability company authorized to do
7 business and was doing business within the County of Maricopa, State of Arizona.
8 Erickson Construction, LLC entered into contract(s) with Plaintiffs, and/or their duly
9 authorized agent(s), wherein it agreed to provide construction materials and perform
10 work at the Project.

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

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

23 18. Upon information and belief, Defendant General Plumbing, 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. General Plumbing, 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.

1 19. Upon information and belief, Defendant GMS Concrete Specialists, Inc.
2 was at all times material hereto an Arizona corporation authorized to do business and
3 was doing business within the County of Maricopa, State of Arizona. GMS Concrete
4 Specialists, 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 20. Upon information and belief, Defendant Holmes-Hally Industries, Inc. was
8 at all times material hereto a California corporation authorized to do business and was
9 doing business within the County of Maricopa, State of Arizona. Holmes-Hally
10 Industries, Inc. entered into contract(s) with Plaintiffs, and/or their duly authorized
11 agent(s), wherein it agreed to provide construction materials and perform work at the
12 Project.

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

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

24 23. Upon information and belief, Defendant MADJ, Inc. dba Lodi Garage
25 Doors & More was at all times material hereto an Arizona corporation authorized to do
26 business and was doing business within the County of Maricopa, State of Arizona.
MADJ, Inc. dba Lodi Garage Doors & More entered into contract(s) with Plaintiffs,
and/or their duly authorized agent(s), wherein it agreed to provide construction materials

1 and perform work at the Project.

2 24. Upon information and belief, Defendant Mesa Fully Formed, 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. Mesa Fully
5 Formed, LLC entered into contract(s) with Plaintiffs and/or their duly authorized
6 agent(s), under which it agreed to provide construction materials and perform work at
7 the Project.

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

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

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

25 28. Upon information and belief, Defendant Poco Verde Pools and Landscape,
26 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. Poco Verde
Pools and Landscape, Inc. entered into contract(s) with Plaintiffs, and/or their duly

1 authorized agent(s), wherein it agreed to provide construction materials and perform
2 work at the Project.

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

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

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

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

24 33. Upon information and belief, Defendant Thomas Electric, 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. Thomas Electric, 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 34. Upon information and belief, Defendant United Fence Company, Inc. was
2 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. United Fence
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 35. Upon information and belief, Defendant United Subcontractors, Inc. dba
8 Mesa Insulation, a Utah corporation was at all times material hereto an Arizona
9 corporation authorized to do business and was doing business within the County of
10 Maricopa, State of Arizona. United Subcontractors, Inc. dba Mesa Insulation entered
11 into contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to
12 provide construction materials and perform work at the Project.

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

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

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

1 specifically herein.

2 39. Upon information and belief, Defendants, White Partnerships I – XX are
3 fictitious names whose true names are not known to Plaintiffs at this time. Plaintiffs
4 request permission to insert the true names of these Defendants at such time as the true
5 names are discovered with the same effect as if such names had been set forth
6 specifically herein.

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

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

13 42. As used throughout this Complaint, the above named defendants are
14 collectively referred to as "Subcontractor Defendants." The term "Subcontractor
15 Defendants" shall also include fictitious named defendants.

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

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

24 45. The owners of certain residences within the Project have alleged various
25 construction defects including but not limited to:

26 Architectural

1.0 Site

1.1 Soil subsidence – improperly prepared and compacted soil can

1 cause poor drainage resulting in settlement, heaving and cracking of
2 foundation components.

3 1.2 Cracked concrete flatwork – improperly prepared and compacted
4 soil, improper mix, placement, thickness and curing.

5 1.3 Improper site drainage.

6 1.4 Site walls and gates – problems may indicate deficiencies with the
7 soils preparation for the wall foundation, the wall foundation insulation,
8 and deficiencies in the wall or gate construction.

9 1.5 Spalled Concrete – deteriorated and/or cracked.

10 1.6 Stemwall – deteriorated and/or cracked.

11 1.7 Improper slope at flatwork.

12 2.0 Below Grade

13 2.1 Improperly installed irrigation system

14 3.0 Exterior Walls, Soffits and Foundations

15 3.1 Stucco – improper stucco installation; deteriorated and faded paint at
16 stucco; unsealed penetrations.

17 3.2.1 Unsecured, warped or deteriorated trim.

18 3.2 Foundations – improper slope at garage slab; wire rusted through at
19 stem: stem spalling; cracked concrete slab at garage; over pour at door;
20 spalling at stem wall; cracked concrete stoop.

21 4.0 Windows and Doors

22 4.1 Windows – Water intrusion at window; loose or missing trim
23 window product malfunctioning; cracked/damaged glazing; gap at window
24 trim; window does not latch; window sticks; window trim warped; loose
25 grid inside fixed atrium window; dust intrusion at window.

26 4.2 Doors – operational problems at doors; improper weather stripping;
water intrusion at exterior door; exterior doors bind; unsealed threshold;
exterior door improper sealed at head.

1 5.0 Private Decks; Entry Decks, Stairs

2 5.1. Loose hand rails.

3 5.2 Guardrail less than 42" in height

4 5.3 Improper application or failure of deck membrane or deck
5 components.

6 6.0 Roofs

7 6.1 Roofs – Improperly constructed roof tile systems; tiles being
8 displaced from their original position; tiles falling off the structure;
9 flashings incorrect; water draining problems. These ultimately can allow
10 water intrusion into the roofing system and cause damage to framing and
11 interior finishes and contents.

12 7.0 Framing

13 7.1 Framing deficiencies – attic: no blocking at ridge – unblocked
14 diaphragm; sagging trusses at ceiling; wall bowed; loose low wall.

15 7.2 Floor squeaks – improper installed, missing, broken or defective
16 structural components of roof and floor systems can compromise the
17 system as a whole and lead to failure.

18 7.3 Broken or cut framing – sheathing flaking at eave; saw cut at patio
19 beam; split truss chord; broken trusses.

20 7.4 Undersized attic access.

21 7.5 Missed nails at roof sheathing – improperly installed, missing,
22 broken or defective structural components of roof and floor systems can
23 compromise the system as a whole and lead to failure; missed nails at
24 truss/sheathing edge.

25 8.0 Interior Floors, Stairs, Walls and Ceiling

26 8.1 Floors – cracked grout at floor tile; hollow tile; grout cracking;
 cracked or broken floor tile; uneven tile: lippage; hollow tile: insufficient
 thinset; stained sheet vinyl flooring; sheet vinyl flooring failure; carpet

1 loose.

2 8.2 Walls and ceiling – improper gypsum wallboard installation;
3 moisture damaged gypsum wallboard walls and ceilings; improper attic
4 insulation thickness; interior finish failing.

5 9.0 Interior Doors

6 9.1 Interior doors that bind may indicate deficiencies with the soils
7 preparation for the foundation, foundation installation, and deficiencies in
8 structural components, installation or design problems – binding;
9 inoperable hardware: not latching; door handle came loose/came apart;
10 separation at door trim; improperly installed or missing interior trim;
11 corner base board missing; interior doors improperly sealed or painted.

12 10.0 Cabinets and Countertops

13 10.1-3 Countertop loose; countertops inadequately attached; countertop
14 delaminating; delaminating/separation at joint/miter; splash separation.

15 10.4 Improperly installed cabinets; cabinet door broken; cabinets pulling
16 away from wall; kick plate loose.

17 10.5 Cracked marble top; cracking in vanity top.

18 11.0 Tubs and Showers

19 11.1 Shower and/or tub/shower enclosure leaks – water damage to adjacent
20 finishes; shower wall flexes; tub/shower wall flexes; shower/tub floor
21 creaks; ceiling stains from leak above; shower enclosure frame finish worn
22 off – rusted; stained and damaged subfloor.

23 13.0 Plumbing

24 13.1 Loose plumbing fixtures and piping – toilet loose; loose tub
25 faucet/spout; loose mixing valve; shower head loose; plumbing does not
26 work – broken shutoff valve in front yard; angle stops are loose at faucet
and toilet; unsecured water heater; loose valve piping in wall; loose
faucets.

1 13.2 Short vent stacks.

2 13.3 Improper insulation of pipes, fixtures and water heater – no overflow
3 at tub; low water pressure; water leaks at shut-off valve/sink; damage at
4 water heater stand; corrosion at valve; shut off valve does not operate
5 properly; water main pipe corrosion; mixing valve reversed; missing
6 bollard in garage; drain pipe leaks; leaking water heater.

7 14.0 Mechanical

8 14.1 Improper HVAC operation – insufficient air flow; deteriorating
9 insulation at condenser line.

10 14.2 Improper condensate line installation – exposed condenser lines;
11 penetration sleeve buried in stucco.

12 14.3 Improperly installed components – catch pan loose – not strapped
13 up; condenser unit not level; damage to drywall at ceiling from leaking
14 condensate line; missing HVAC register; condenser too close to structure;
unsealed HVAC lines at penetration.

15 15.0 Electrical

16 15.2 Improper installation of lights, switches and outlets.

17 15.3 Unsealed light fixture.

18 15.4 Rusted light fixture.

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

24 47. If the homeowners' allegations are true, then any and all damages claimed
25 by them are directly and proximately caused by the defective, negligent, careless and/or
26 reckless construction work and/or professional services and/or defective

1 materials/products/systems supplied by Subcontractor Defendants.

2 48. Each Defendant received reasonable notice of the homeowners' claims and
3 had an opportunity to defend Plaintiffs.

4 49. Notwithstanding Plaintiffs' invitations and demands to participate in pre-
5 litigation negotiations and defend Plaintiffs, each Defendant has failed to do so.

6 50. As a result of each Defendant's refusal to defend and indemnify, Plaintiffs
7 were forced to defend themselves and continue to incur substantial attorneys' fees,
8 expert fees, and costs.

9 51. Each Defendant expressly and/or impliedly warranted that its work would
10 be performed in a good and workmanlike manner, be free from defect, and that its
11 products and materials would not be defective.

12 52. Each Subcontractor Defendant expressly agreed to obtain additional
13 insured endorsements naming Plaintiffs as additional insureds under their respective
14 policies of insurance.

15 53. Each Defendant owed Plaintiffs a duty to ensure its work was performed in
16 accordance with, among other things, applicable construction standards and the
17 applicable Project documents, including plans and specifications, and that its products
18 were without defect.

19 FIRST CAUSE OF ACTION

20 Demand for Arbitration

21 [All Subcontractor Defendants]

22 54. Plaintiffs fully incorporate herein by reference all allegations contained in
23 Paragraphs 1 through 53 of this Complaint.

24 55. Upon information and belief, each Subcontractor Defendant entered into
25 written agreements with Plaintiffs to resolve any and all disputes through binding
26 arbitration.

56. This Complaint is intended to toll any applicable statutes of limitations
and/or statute of repose. Plaintiffs do not waive their right and expressly reserve their

1 right to resolve the subject matter of this Complaint through arbitration. Plaintiffs'
2 Demand for Arbitration is attached hereto as Exhibit "B." Alternatively, should this
3 Court or other tribunal of competent jurisdiction determine that arbitration of the subject
4 matter of this Complaint is not required or otherwise invalid or unenforceable under the
5 parties' written agreements, Plaintiffs bring the remaining causes of action before this
6 Court.

7 57. The homeowner claimants have filed Demands for Arbitration for the
8 homes involved in this suit. It is the express intent of Plaintiffs to resolve the subject
9 matter of this Complaint through arbitration, but to date, the Subcontractor Defendants
10 have refused to arbitrate Plaintiffs' Claims.

11 58. Pursuant to Arizona Revised Statutes § 12-3007, Plaintiffs request an Order
12 compelling Subcontractor Defendants to arbitrate in accordance with the written
13 arbitration agreements.

14 SECOND CAUSE OF ACTION

15 Express Indemnity

16 [All Subcontractor Defendants]

17 59. Plaintiffs fully incorporate herein by reference all allegations contained in
18 Paragraphs 1 through 58 of this Complaint.

19 60. Each agreement between Plaintiffs and each Subcontractor Defendant
20 contained language pursuant to which each Subcontractor Defendant agreed to
21 indemnify, defend and hold Plaintiffs harmless.

22 61. The acts of the Subcontractor Defendants are the direct and proximate
23 cause, in whole or in part, of the damages alleged by the homeowners.

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

63. 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

1 therefore, they are entitled to recover their reasonable attorneys' fees, costs, pre-
2 judgment interest, and all other expenses related in any way to this lawsuit and
3 arbitration demanded above, and any arbitration, action, or other suit brought by the
4 homeowners, including any amount paid as a result of a settlement, judgment, award, or
5 compromise.

6 **THIRD CAUSE OF ACTION**

7 **Breach of Contract**

8 **[All Subcontractor Defendants]**

9 64. Plaintiffs fully incorporate herein by reference all allegations contained in
10 paragraphs 1 through 63 of this Complaint.

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

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

19 67. Upon information and belief, Subcontractor Defendants have failed to
20 obtain the required additional insured coverage required under the subcontracts. The
21 subcontracts contain the following insurance provision:

22 Commercial general liability insurance with minimum limits of \$1,000,000
23 combined single limit per occurrence, (\$1,000,000 general aggregate, and
24 \$1,000,000 products/completed operations aggregate). The aggregate
25 limits shall apply separately on each project, contract, job or phase.
26 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

1 specifically include coverage for Subcontractor's obligations under any
2 indemnification/hold harmless provisions in the Contract. The commercial
3 general liability policy shall be endorsed to include CHI Construction
4 Company, D.R. Horton, Inc., their respective subsidiaries, affiliates,
5 partnerships, joint ventures and limited liability companies and their
6 respective partners, members, directors, officers, employees and agents as
7 additional insureds (collectively, the "Additional Insureds"), using form
8 CG20101185 or an equivalent form, with respect to any claims, losses,
9 expenses or other costs arising out of the Contract and shall also be
10 endorsed as primary coverage with respect to any other insurance which
11 may be carried by the Additional Insureds. It is expressly agreed that any
12 other insurance covering Additional Insured, is excess over and non-
13 contributing with Subcontractor's commercial general liability insurance.

14 68. Subcontractor Defendants have breached their respective contracts by
15 failing to procure the required additional insured endorsements on their insurance
16 policies.

17 69. As the result of Subcontractor Defendants' individual breaches of contract,
18 Plaintiffs have incurred damages and will continue to incur damages, including
19 attorneys' fees, expert fees, pre-judgment interest, and other expenses.

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

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

26 72. 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, they are entitled to recover their reasonable attorneys' fees, costs, pre-

1 judgment interest, and all other expenses related in any way to this lawsuit and
2 arbitration demanded above, and any arbitration, action, or other suit brought by the
3 homeowners, including any amount paid as a result of a settlement, judgment, award, or
4 compromise.

5 **FOURTH CAUSE OF ACTION**

6 **Breach of Implied Warranty of Workmanship**

7 **[All Subcontractor Defendants]**

8 73. Plaintiffs fully incorporate herein by reference all allegations contained in
9 Paragraphs 1 through 72 of this Complaint.

10 74. Subcontractor Defendants impliedly warranted that their
11 materials/products/systems would be of merchantable quality and reasonably fit for its
12 intended purpose and that the work and labor performed under any agreement or
13 instruction would be done in a careful and workmanlike manner in conformance with
14 Arizona construction standards and/or practices and all applicable Project documents,
15 including the plans, specifications, and scopes of work.

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

22 76. As a result of these breaches of such warranties, Plaintiffs have suffered
23 direct and consequential damages in amounts as set forth above.

24 77. As a result of the claims against and damages incurred by Plaintiffs, it has
25 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and
26 therefore, they are entitled to recover their reasonable attorneys' fees, costs, pre-
judgment 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

1 homeowners, including any amount paid as a result of a settlement, judgment, award, or
2 compromise.

3 **FIFTH CAUSE OF ACTION**

4 **Negligence**

5 **[All Subcontractor Defendants]**

6 78. Plaintiffs fully incorporate herein by reference all allegations contained in
7 Paragraphs 1 through 77 of this Complaint.

8 79. Subcontractor Defendants owed a duty to Plaintiffs to ensure that their
9 work would be performed in a workmanlike manner and in accordance with Arizona
10 construction standards and practices, and that materials so provided would be free from
11 material defects and/or fit for their intended or represented purpose.

12 80. Subcontractor Defendants knew, or should have known, that the breach of
13 those duties would cause damage to Plaintiffs, who relied upon Subcontractor
14 Defendants to perform their work properly and according to applicable standards, and to
15 provide products that were free from material defects and were good for their respective
16 and conjunctive intended and represented purposes.

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

25 82. As a result of these breaches of warranties, Plaintiffs have suffered direct
26 and consequential damages to be proven at trial.

83. 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

1 therefore, they are entitled to recover their reasonable attorneys' fees, costs, pre-
2 judgment interest, and all other expenses related in any way to this lawsuit and
3 arbitration demanded above, and any arbitration, action, or other suit brought by the
4 homeowners, including any amount paid as a result of a settlement, judgment, award, or
5 compromise.

6 **SIXTH CAUSE OF ACTION**

7 **Common Law/Implied Indemnity**

8 **[All Subcontractor Defendants]**

9 84. Plaintiffs fully incorporate herein by reference all allegations contained in
10 Paragraphs 1 through 83 of this Complaint.

11 85. Plaintiffs are entirely without active fault with regard to the acts or
12 omissions giving rise to the homeowners' construction defects claims, and thus, they are
13 entitled to recovery from Subcontractor Defendants.

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

21 87. Plaintiffs seek recovery in common law indemnity under various bases,
22 including, without limitation, equity, unjust enrichment, tort and contract.

23 **SEVENTH CAUSE OF ACTION**

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

25 **[All Subcontractor Defendants]**

26 88. Plaintiffs fully incorporate herein by reference all allegations contained in
Paragraphs 1 through 87 of this Complaint.

1 89. Each agreement between Plaintiffs and each Subcontractor Defendant
2 contained language pursuant to which each Subcontractor Defendant expressly and/or
3 impliedly agreed to defend and hold Plaintiffs and others harmless.

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

9 91. Subcontractor Defendants have a duty to defend against any claims made
10 against Plaintiffs arising out of their respective scopes of work.

11 92. Plaintiffs have a present legal right to be provided a defense by
12 Subcontractor Defendants.

13 93. Upon information and belief, Plaintiffs have tendered the defense of the
14 action to Subcontractor Defendants, each of whom rejected, ignored, or failed to
15 properly accept the tender of defense.

16 94. A dispute has arisen and an actual controversy now exists between
17 Plaintiffs and Subcontractor Defendants in that Plaintiffs contend they are entitled to a
18 present defense from the Subcontractor Defendants, and Subcontractor Defendants deny
19 same.

20 95. Plaintiffs are entitled to be indemnified by Subcontractor Defendants for
21 all attorneys' fees, expert fees, court costs, and investigative costs sustained as the result
22 of Subcontractor Defendants' failure to defend and hold Plaintiffs and others harmless.

23 96. Plaintiffs herein seek a declaration by the Court as to their rights and said
24 Subcontractor Defendants' duties and obligations to defend Plaintiffs.

25 97. As a result of the claims against and damages incurred by Plaintiffs, it has
26 become necessary for Plaintiffs to demand arbitration and initiate this Complaint, and
therefore, they are entitled to recover their reasonable attorneys' 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 a settlement, judgment, award, or
3 compromise.

4 **EIGHTH CAUSE OF ACTION**

5 **Breach of Express Warranties**

6 **[All Subcontractor Defendants]**

7 98. Plaintiffs fully incorporate herein by reference all allegations contained in
8 paragraphs 1 through 97 of this Complaint.

9 99. Subcontractor Defendants subcontracts contained the following express
10 warranty:

11 10.7 Warranties. Subcontractor warrants to Owner/Contractor that all
12 materials and equipment furnished shall be new (unless otherwise specified
13 and agreed to in advance by Owner/Contractor) and that all work under the
14 Contract shall be of good and workmanlike quality, free from faults and
15 defects and in conformance with the Contract Documents. All work not
16 conforming to these requirements, including substitutions not properly
17 approved and authorized, may be considered defective. The warranties
18 provided in this Paragraph 10.7 shall (a) be in addition to and not in
19 limitation of any other warranty or remedy available to Owner/Contractor,
20 (b) be assignable by Owner/Contractor, and (c) be valid for (i) one (1) year
21 from the date of close of escrow of each house constructed pursuant to the
22 Contract for all defects not otherwise specified herein, (ii) two (2) years
23 from the date of close of escrow of each house constructed pursuant to the
24 Contract for all defects in workmanship, (iii) ten (10) years from the date of
25 close of escrow of each house constructed pursuant to the Contract for all
26 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

1 provided by applicable law and equity, and (b) with respect to latent
2 defects, to the date on which the warranty period would expire if it
3 commenced on the discovery of the applicable latent defect.

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

10 101. As a result of these breaches of such warranties, Plaintiffs have suffered
11 direct and consequential damages in amounts as set forth above.

12 102. 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, they 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
16 arbitration demanded above, and any arbitration, action, or other suit brought by the
17 homeowners, including any amount paid as a result of a settlement, judgment, award, or
18 compromise.

19 WHEREFORE, Plaintiffs request that this Court enter judgment in favor of
20 Plaintiffs and against Defendants as follows:

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

1 RESPECTFULLY SUBMITTED this 10th day of January, 2015.

2
3 TIFFANY & BOSCO, P.A.

4
5 By: Ashley N. Zimmerman

6 Rosary A. Hernandez

7 Gregory E. Williams

8 Ashley N. Zimmerman

9 Attorneys for Plaintiffs

Exhibit "A"

SUNSET FARMS DEVELOPMENT

Project Located in Tolleson, AZ 85353

Aguilera, Fabliano	3819 S. 103rd Ln.	86
Alvarado, Ricardo	10336 W. Albeniz Pl.	112
(Salas) Apodaca, Alma	10332 W. Albeniz Pl.	113
Barron, Zuleika	3910 S. 103rd Dr.	106
Bautista, Miguel & Vazquez, Mercedes	10440 W. Wood St.	183
Bourguignon, Zulema	10452 W. Wood St.	186
Bravo, Arcelia	10444 W. Wood St.	184
Canales, Alicia	10376 W. Atlantis Way	315
Carroll, Gari	10421 W. Albeniz Pl.	94
Celado, Jaime & Aracelis	10337 W. Atlantis Way	328
Cox, Shane	10343 W. Odeum Ln.	137
Dantzler, Cedric	3913 S. 103rd Dr.	121
Renova, Erik Enriquez	10314 W. Odeum Ln.	127
Evans-Mehoula, Michelle	10439 W. Southgate Ave.	180
Gallegos, Roselio & Paez-Gallegos, Isela	10428 W. Raymond St.	13
Gonzalez, Jaime	3818 S. 104th Ln.	27
Griffin, Freddie & Doris	10434 W. Illini St.	54
Gutierrez, Martin	10343 W. Southgate Ave.	288
Guerrero, Jesus Freddy & Araceli Castro	4218 S. 104th Ave.	219
Hasbrouck, Richard & DeLoris	4110 S. 103rd Ln.	250
Hernandez, Solomon & Sally	4116 S. 104th Ln.	179
James, Jordan	10413 W. Wood St.	216
Kwon, Deroy & Betty	10411 W. Illini Street	40
Lopez, Alfredo	4204 S. 104th Ln.	187
Lopez, Alfredo & Edith	4208 S. 104th Ln.	188
Lopez, Jose	10349 W. Raymond St.	68
Martinez, Hector	10322 W. Odeum Ln.	125
McArthur, Jr., Vernon & Thomas, Crystal	10424 W. Wood St.	240
Mendez, Andrea	3717 S. 103rd Ln.	79
Montijo, Olga	10308 W. Atlantis Way	299
Moore, Jason & Kimberly	3905 S. 103rd Dr.	119
Nanfito, Mary & Rogers, Stephen	10336 W. Atlantis Way	305
Navarro, Alfredo	10334 W. Odeum Ln.	122
O'Brien, Robert	10131 W. Raymond St.	251
Ordonez, Lorenzo	10432 W. Raymond St.	14

Orozco, Agraciana	10433 W. Wood St.	211
Ortiz, Manuel & Rocha, Hilda	3815 S. 103rd Ln.	85
Perez, Hilberto & Bianca	10412 W. Wood St.	237
Phung, Joseph and Teresa	4008 S. 104th Ln.	160
Ramos, Joe & Maria	10318 W. Odeum Ln.	126
Ramos, Juan & Flora	10339 W. Wood St.	273
Rivera, Anna	10352 W. Atlantis Way	309
Rocha, Juan & Clara	4207 S. 104th Ave.	234
Rodriguez, Leonel	10339 W. Odeum Ln.	136
Russell, Perry	3910 S. 104th Ln.	156
Saucedo, Pedro & Mendoza, Glenda	4112 S. 104th Ln.	178
Schaffer, Trisa & Carrie	10330 W. Odeum Ln.	123
Sellers, Chaunsy & Alisha	3918 S. 104th Ln.	158
Silverio, Amarildo	4309 S. 104th Ave.	227
Taylor, Shawntay	10441 W. Albeniz Pl.	28
Thompson, Danae	4107 S. 103rd Dr.	293
Tobias, Alzetter	4108 S. 104th Ln.	177
Tolliver, Kyle & Desiree	3818 S. 103rd Dr.	107
Vasquez, Rosa	10345 W. Atlantis Way	326
Virgil, Jesus & Consuelo	10344 W. Albeniz Pl.	110
Wilson, Ronald & Michelle	4308 S. 104th Ave.	222
Wrobel, Michael	10409 W. Raymond St.	63
Zamarripa, Mario & Beatriz	10344 W. Atlantis Way	307
Zaragoza, Ruben & Leonor	10317 W. Atlantis Way	298

Exhibit "B"

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

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

6 SEVENTH FLOOR CAMELBACK ESPLANADE II
7 2525 EAST CAMELBACK ROAD
8 PHOENIX, ARIZONA 85016-4237
9 TELEPHONE: (602) 255-6000
10 FACSIMILE: (602) 255-0103
11 E-Mail: rah@tblaw.com
12 gew@tblaw.com
13 anz@tblaw.com

14 *Attorneys for Claimants*

15 DEMAND FOR ARBITRATION

16 CONTINENTAL HOMES, INC., a Delaware
17 corporation; and CHI CONSTRUCTION
18 COMPANY, an Arizona corporation; and Does
19 1-100 inclusive,

20 Claimants,

21 v.

22 ABS INSPECTION GROUP, LLLP, an
23 Arizona limited liability limited partnership;
24 ADAMS BROS INTERIORS & CABINETS,
25 INC., an Arizona corporation; ANDREW
26 LAUREN CABINETS, an Arizona limited
liability company; ARTISTIC STAIRS, LTD.,
an Arizona corporation; ATRIUM DOOR
AND WINDOW COMPANY OF ARIZONA,
INC., an Delaware corporation; CATALINA
ROOFING AND SUPPLY, INC., an Arizona
corporation; CHAS ROBERTS AIR
CONDITIONING, INC., an Arizona
corporation; CTI OF MARYLAND, INC.
(FN), dba CREATIVE TOUCH INTERIORS
AND HD SUPPLY INTERIOR SOLUTIONS
a Maryland Corporation; FLOORWORKS,
INC., a Delaware corporation; DESIGN

CLAIMANTS' DEMAND FOR
ARBITRATION

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

1 DRYWALL WEST, INC., a Colorado
2 corporation; DIXON BROTHERS,
3 INCORPORATED, an Arizona corporation;
4 MASCO FRAMING HOLDING COMPANY
5 I, LLC dba DOOR SALES, LLC, an Arizona
6 limited liability company; DVC
7 CONSTRUCTION COMPANY, INC., an
8 Arizona corporation; ERICKSON
9 CONSTRUCTION, LLC, an Arizona limited
10 liability company; EXECUTIVE PAINTING
11 ENTERPRISE, INC., an Arizona corporation;
12 GALE CONTRACTOR SERVICES dba
13 BUILDER SERVICES GROUP, INC., dba
14 GALE CONTRACTOR SERVICES, a Florida
15 corporation; GECKO UNDERGROUND
16 UTILITIES, LLC, an Arizona limited liability
17 company; GENERAL PLUMBING, INC., an
18 Arizona corporation; GMS CONCRETE
19 SPECIALISTS, INC., an Arizona corporation;
20 HOLMES-HALLY INDUSTRIES, INC., a
21 California corporation; INFINITY BUILDING
22 PRODUCTS, LLC, an Arizona limited liability
23 company; JR MCDADE CO., INC., an Arizona
24 corporation; MADJ, INC. dba LODI GARAGE
25 DOOR & MORE, an Arizona corporation;
26 MESA FULLY FORMED, LLC, an Arizona
limited liability company; MPC
CONTRACTING COMPANY, INC., an
Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
L.R. BORELLI INC. dba PARTITIONS &
ACCESSORIES CO., an Arizona corporation;
POCO VERDE POOLS AND LANDSCAPE,
INC., an Arizona corporation; ROBERT
MCDANIEL CONSTRUCTION, LLC, an
Arizona limited liability company; SHARICO
ENTERPRISES, INC., an Arizona corporation;
SONORAN CONCRETE, LLC, an Arizona
limited liability company; SPECIALTY
ROOFING, INC., an Arizona corporation;
THOMAS ELECTRIC, INC., an Arizona
corporation; UNITED FENCE COMPANY,
INC., an Arizona corporation; UNITED
SUBCONTRACTORS, INC. dba MESA
INSULATION SPECIALTIST, a Minnesota

1 corporation; VALLEY GATE SERVICE,
2 INC., an Arizona corporation; WESTY'S SOIL
3 COMPACTING CO., INC., an Arizona
4 corporation; BLACK CORPORATIONS I -
5 XX; WHITE PARTNERSHIPS I - XX; and
6 DOES I - XX,

7 Respondents,

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

11 **JURISDICTION**

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

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

18 3. Upon information and belief, Respondent ABS Inspection Group, LLLP
19 was at all times material hereto an Arizona limited liability limited partnership
20 authorized to do business and was doing business within the County of Maricopa, State
21 of Arizona. ABS Inspection Group, LLLP entered into contract(s) with Claimants,
22 and/or their duly authorized agent(s), wherein it agreed to provide construction materials
23 and perform work at the subject Project, Sunset Farm, located in Tolleson, County of
24 Maricopa, State of Arizona (hereinafter the "Project").

25 4. Upon information and belief, Respondent Adams Bros Interiors &
26 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.
Adams Bros Interiors & Cabinets entered into contract(s) with Claimants, and/or their
duly authorized agent(s), wherein it agreed to provide construction materials and
perform work at the subject Project.

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

7 6. Upon information and belief, Respondent Artistic Stairs, Ltd. 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. Artistic Stairs, Ltd. entered
10 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed
11 to provide construction materials and perform work at the Project.

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

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

24 9. Upon information and belief, Respondent CTI of Maryland, Inc. (FN) dba
25 Creative Touch Interiors and HD Supply Interior Solutions was at all times material
26 hereto a Maryland corporation authorized to do business and was doing business within
the County of Maricopa, State of Arizona. CTI of Maryland, Inc. (FN) dba Creative
Touch Interiors and HD Supply Interior Solutions entered into contract(s) with

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

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

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

13 12. Upon information and belief, Respondent Dixon Brothers Incorporated
14 was at all times material hereto an Arizona corporation authorized to do business and
15 was doing business within the County of Maricopa, State of Arizona. Dixon Brothers
16 Incorporated 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
18 Project.

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

26 14. Upon information and belief, Respondent DVC Construction Company,
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. DVC

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

4 15. Upon information and belief, Respondent 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 Claimants, and/or their duly
8 authorized agent(s), wherein it agreed to provide construction materials and perform
9 work at the Project.

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

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

22 18. Upon information and belief, Respondent General Plumbing, Inc. 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. General Plumbing, Inc.
25 entered into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it
26 agreed to provide construction materials and perform work at the Project.

19. Upon information and belief, Respondent GMS Concrete Specialists, Inc.
was at all times material hereto an Arizona corporation authorized to do business and

1 was doing business within the County of Maricopa, State of Arizona. GMS Concrete
2 Specialists, Inc. 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
4 Project.

5 20. Upon information and belief, Respondent Holmes-Hally Industries, Inc.
6 was at all times material hereto a California corporation authorized to do business and
7 was doing business within the County of Maricopa, State of Arizona. Holmes-Hally
8 Industries, 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 21. Upon information and belief, Respondent Infinity Building Products, LLC.
12 was at all times material hereto an Arizona limited liability company authorized to do
13 business and was doing business within the County of Maricopa, State of Arizona.
14 Infinity Building Products, LLC. entered into contract(s) with Claimants, and/or their
15 duly authorized agent(s), wherein it agreed to provide construction materials and
16 perform work at the Project.

17 22. Upon information and belief, Respondent JR McDade Co., 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. JR McDade Co., Inc. entered
20 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed
21 to provide construction materials and perform work at the Project.

22 23. Upon information and belief, Respondent MADJ, Inc. dba Lodi Garage
23 Doors & More 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 MADJ, Inc. dba Lodi Garage Doors & More entered into contract(s) with Claimants,
26 and/or their duly authorized agent(s), wherein it agreed to provide construction materials
and perform work at the Project.

1 24. Upon information and belief, Respondent Mesa Fully Formed, LLC was at
2 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. Mesa Fully
4 Formed, LLC entered into contract(s) with Claimants and/or their duly authorized
5 agent(s), under which it agreed to provide construction materials and perform work at
6 the Project.

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

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

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

24 28. Upon information and belief, Respondent Poco Verde Pools and
25 Landscape, Inc. was at all times material hereto an Arizona corporation authorized to do
26 business and was doing business within the County of Maricopa, State of Arizona. Poco
Verde Pools and Landscape, Inc. entered into contract(s) with Claimants, and/or their
duly authorized agent(s), wherein it agreed to provide construction materials and

1 perform work at the Project.

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

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

13 31. Upon information and belief, Respondent Sonoran Concrete, LLC was at
14 all times material hereto an Arizona limited liability company authorized to do business
15 and was doing business within the County of Maricopa, State of Arizona. Sonoran
16 Concrete, 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
18 Project.

19 32. Upon information and belief, Respondent Specialty Roofing, Inc. was at
20 all times material hereto an Arizona corporation authorized to do business and was doing
21 business within the County of Maricopa, State of Arizona. Specialty Roofing, 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 33. Upon information and belief, Respondent Thomas Electric, 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. Thomas Electric, Inc. entered
into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed
to provide construction materials and perform work at the Project.

1
2 34. Upon information and belief, Respondent United Fence Company, Inc.
3 was at all times material hereto an Arizona corporation authorized to do business and
4 was doing business within the County of Maricopa, State of Arizona. United Fence
5 Company, Inc. 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 35. Upon information and belief, Respondent United Subcontractors, Inc. dba
9 Mesa Insulation, a Utah corporation was at all times material hereto an Arizona
10 corporation authorized to do business and was doing business within the County of
11 Maricopa, State of Arizona. United Subcontractors, Inc. dba Mesa Insulation entered
12 into contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed
13 to provide construction materials and perform work at the Project.

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

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

26 38. Upon information and belief, Respondents, Black Corporations I - XX are
fictitious names whose true names are not known to Claimants at this time. Claimants
request permission to insert the true names of these Respondents at such time as the true

1 names are discovered with the same effect as if such names had been set forth
2 specifically herein.

3 39. Upon information and belief, Respondents, White Partnerships I – XX are
4 fictitious names whose true names are not known to Claimants at this time. Claimants
5 request permission to insert the true names of these Respondents at such time as the true
6 names are discovered with the same effect as if such names had been set forth
7 specifically herein.

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

13 41. Private arbitration is proper and required pursuant to the terms of the
14 parties' written agreements.

15 42. As used throughout this Demand for Arbitration, the above named
16 Respondents are collectively referred to as "Subcontractor Respondents." The term
17 "Subcontractor Respondents" shall also include fictitious named Respondents.

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

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

26 45. The owners of certain residences within the Project have alleged various
construction defects including but not limited to:

1 Architectural

2 1.0 Site

3 1.1 Soil subsidence – improperly prepared and compacted soil can
4 cause poor drainage resulting in settlement, heaving and cracking of
5 foundation components.

6 1.2 Cracked concrete flatwork – improperly prepared and compacted
7 soil, improper mix, placement, thickness and curing.

8 1.3 Improper site drainage.

9 1.4 Site walls and gates – problems may indicate deficiencies with the
10 soils preparation for the wall foundation, the wall foundation insulation,
11 and deficiencies in the wall or gate construction.

12 1.5 Spalled Concrete – deteriorated and/or cracked.

13 1.6 Stemwall – deteriorated and/or cracked.

14 1.7 Improper slope at flatwork.

15 2.0 Below Grade

16 2.1 Improperly installed irrigation system

17 3.0 Exterior Walls, Soffits and Foundations

18 3.1 Stucco – improper stucco installation; deteriorated and faded paint at
19 stucco; unsealed penetrations.

20 3.2.1 Unsecured, warped or deteriorated trim.

21 3.2 Foundations – improper slope at garage slab; wire rusted through at
22 stem: stem spalling; cracked concrete slab at garage; over pour at door;
23 spalling at stem wall; cracked concrete stoop.

24 4.0 Windows and Doors

25 4.1 Windows – Water intrusion at window; loose or missing trim
26 window product malfunctioning; cracked/damaged glazing; gap at window
trim; window does not latch; window sticks; window trim warped; loose
grid inside fixed atrium window; dust intrusion at window.

1 4.2 Doors – operational problems at doors; improper weather stripping;
2 water intrusion at exterior door; exterior doors bind; unsealed threshold;
3 exterior door improper sealed at head.

4 5.0 Private Decks; Entry Decks, Stairs

5 5.1. Loose hand rails.

6 5.2 Guardrail less than 42" in height

7 5.3 Improper application or failure of deck membrane or deck
8 components.

9 6.0 Roofs

10 6.1 Roofs – Improperly constructed roof tile systems; tiles being
11 displaced from their original position; tiles falling off the structure;
12 flashings incorrect; water draining problems. These ultimately can allow
13 water intrusion into the roofing system and cause damage to framing and
interior finishes and contents.

14 7.0 Framing

15 7.1 Framing deficiencies – attic: no blocking at ridge – unblocked
16 diaphragm; sagging trusses at ceiling; wall bowed; loose low wall.

17 7.2 Floor squeaks – improper installed, missing, broken or defective
18 structural components of roof and floor systems can compromise the
19 system as a whole and lead to failure.

20 7.3 Broken or cut framing – sheathing flaking at eave; saw cut at patio
21 beam; split truss chord; broken trusses.

22 7.4 Undersized attic access.

23 7.5 Missed nails at roof sheathing – improperly installed, missing,
24 broken or defective structural components of roof and floor systems can
25 compromise the system as a whole and lead to failure; missed nails at
26 truss/sheathing edge.

8.0 Interior Floors, Stairs, Walls and Ceiling

1 8.1 Floors – cracked grout at floor tile; hollow tile; grout cracking;
2 cracked or broken floor tile; uneven tile: lippage; hollow tile: insufficient
3 thinset; stained sheet vinyl flooring; sheet vinyl flooring failure; carpet
4 loose.

5 8.2 Walls and ceiling – improper gypsum wallboard installation;
6 moisture damaged gypsum wallboard walls and ceilings; improper attic
7 insulation thickness; interior finish failing.

8 9.0 Interior Doors

9 9.1 Interior doors that bind may indicate deficiencies with the soils
10 preparation for the foundation, foundation installation, and deficiencies in
11 structural components, installation or design problems – binding;
12 inoperable hardware: not latching; door handle came loose/came apart;
13 separation at door trim; improperly installed or missing interior trim;
14 corner base board missing; interior doors improperly sealed or painted.

15 10.0 Cabinets and Countertops

16 10.1-3 Countertop loose; countertops inadequately attached; countertop
17 delaminating; delaminating/separation at joint/miter; splash separation.

18 10.4 Improperly installed cabinets; cabinet door broken; cabinets pulling
19 away from wall; kick plate loose.

20 10.5 Cracked marble top; cracking in vanity top.

21 11.0 Tubs and Showers

22 11.1 Shower and/or tub/shower enclosure leaks – water damage to adjacent
23 finishes; shower wall flexes; tub/shower wall flexes; shower/tub floor
24 creaks; ceiling stains from leak above; shower enclosure frame finish worn
25 off – rusted; stained and damaged subfloor.

26 13.0 Plumbing

13.1 Loose plumbing fixtures and piping – toilet loose; loose tub
faucet/spout; loose mixing valve; shower head loose; plumbing does not

1 work – broken shutoff valve in front yard; angle stops are loose at faucet
2 and toilet; unsecured water heater; loose valve piping in wall; loose
3 faucets.

4 13.2 Short vent stacks.

5 13.3 Improper insulation of pipes, fixtures and water heater – no overflow
6 at tub; low water pressure; water leaks at shut-off valve/sink; damage at
7 water heater stand; corrosion at valve; shut off valve does not operate
8 properly; water main pipe corrosion; mixing valve reversed; missing
9 bollard in garage; drain pipe leaks; leaking water heater.

10 14.0 Mechanical

11 14.1 Improper HVAC operation – insufficient air flow; deteriorating
12 insulation at condenser line.

13 14.2 Improper condensate line installation – exposed condenser lines;
14 penetration sleeve buried in stucco.

15 14.3 Improperly installed components – catch pan loose – not strapped
16 up; condenser unit not level; damage to drywall at ceiling from leaking
17 condensate line; missing HVAC register; condenser too close to structure;
18 unsealed HVAC lines at penetration.

19 15.0 Electrical

20 15.2 Improper installation of lights, switches and outlets.

21 15.3 Unsealed light fixture.

22 15.4 Rusted light fixture.

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

1 47. If the homeowners' allegations are true, then any and all damages claimed
2 by them are directly and proximately caused by the defective, negligent, careless and/or
3 reckless construction work and/or professional services and/or defective
4 materials/products/systems supplied by Subcontractor Respondents.

5 48. Each Respondent received reasonable notice of the homeowners' claims
6 and had an opportunity to defend Claimants.

7 49. Notwithstanding Claimants' invitations and demands to participate in pre-
8 litigation negotiations and defend Claimants, each Respondent has failed to do so.

9 50. As a result of each Respondent's refusal to defend and indemnify,
10 Claimants were forced to defend themselves and continue to incur substantial attorneys'
11 fees, expert fees, and costs.

12 51. Each Respondent expressly and/or impliedly warranted that its work
13 would be performed in a good and workmanlike manner, be free from defect, and that its
14 products and materials would not be defective.

15 52. Each Subcontractor Respondent expressly agreed to obtain additional
16 insured endorsements naming Claimants as additional insureds under their respective
17 policies of insurance.

18 53. Each Respondent owed Claimants a duty to ensure its work was performed
19 in accordance with, among other things, applicable construction standards and the
20 applicable Project documents, including plans and specifications, and that its products
21 were without defect.

22 **FIRST CAUSE OF ACTION**

23 **Express Indemnity**

24 **[All Subcontractor Respondents]**

25 54. Claimants fully incorporate herein by reference all allegations contained in
26 Paragraphs 1 through 53 of this Demand for Arbitration.

 55. Each agreement between Claimants and each Subcontractor Respondent
contained language pursuant to which each Subcontractor Respondent agreed to

1 indemnify, defend and hold Claimants harmless.

2 56. The acts of the Subcontractor Respondents are the direct and proximate
3 cause, in whole or in part, of the damages alleged by the homeowners.

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

7 58. As a result of the claims against and damages incurred by Claimants, it has
8 become necessary for Claimants to demand arbitration and initiate this Demand for
9 Arbitration, and therefore, they are entitled to recover their reasonable attorneys' 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 a settlement, judgment, award, or
13 compromise.

14 SECOND CAUSE OF ACTION

15 Breach of Contract

16 [All Subcontractor Respondents]

17 59. Claimants fully incorporate herein by reference all allegations contained in
18 paragraphs 1 through 58 of this Demand for Arbitration.

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

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

27 62. Upon information and belief, Subcontractor Respondents have failed to
28 obtain the required additional insured coverage required under the subcontracts. The

1 subcontracts contain the following insurance provision:

2 Commercial general liability insurance with minimum limits of \$1,000,000
3 combined single limit per occurrence, (\$1,000,000 general aggregate, and
4 \$1,000,000 products/completed operations aggregate). The aggregate
5 limits shall apply separately on each project, contract, job or phase.
6 Subcontractor agrees that each contract signed shall represent and be
7 deemed a separate and distinct project. The commercial general liability
8 insurance shall be on the 07/98 ISO form or an equivalent and shall
9 specifically include coverage for Subcontractor's obligations under any
10 indemnification/hold harmless provisions in the Contract. The commercial
11 general liability policy shall be endorsed to include CHI Construction
12 Company, D.R. Horton, Inc., their respective subsidiaries, affiliates,
13 partnerships, joint ventures and limited liability companies and their
14 respective partners, members, directors, officers, employees and agents as
15 additional insureds (collectively, the "Additional Insureds"), using form
16 CG20101185 or an equivalent form, with respect to any claims, losses,
17 expenses or other costs arising out of the Contract and shall also be
18 endorsed as primary coverage with respect to any other insurance which
19 may be carried by the Additional Insureds. It is expressly agreed that any
20 other insurance covering Additional Insured, is excess over and non-
21 contributing with Subcontractor's commercial general liability insurance.

22 63. Subcontractor Respondents have breached their respective contracts by
23 failing to procure the required additional insured endorsements on their insurance
24 policies.

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

65. The homeowners' claims against Claimants for damages to their homes are

1 the result, in whole or in part, of the acts and/or omissions of Subcontractor
2 Respondents.

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

7 67. As a result of the claims against and damages incurred by Claimants, it has
8 become necessary for Claimants to demand arbitration and initiate this Demand for
9 Arbitration, and therefore, they are entitled to recover their reasonable attorneys' 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 a settlement, judgment, award, or
13 compromise.

14 THIRD CAUSE OF ACTION

15 Breach of Implied Warranty of Workmanship

16 [All Subcontractor Respondents]

17 68. Claimants fully incorporate herein by reference all allegations contained
18 in Paragraphs 1 through 67 of this Demand for Arbitration.

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

25 70. Based upon the allegations raised by the homeowners, and/or damages
26 incurred by the Claimants, the warranties referenced above and provided by
Subcontractor Respondents have been breached as the workmanship and labor were not
performed in a workmanlike manner or in accordance with Arizona construction

1 standards and/or practices, and the materials were not reasonably fit for their intended
2 purpose and of a merchantable quality and free from defects.

3 71. As a result of these breaches of such warranties, Claimants have suffered
4 direct and consequential damages in amounts as set forth above.

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

12 FOURTH CAUSE OF ACTION

13 Negligence

14 [All Subcontractor Respondents]

15 73. Claimants fully incorporate herein by reference all allegations contained in
16 Paragraphs 1 through 72 of this Demand for Arbitration.

17 74. Subcontractor Respondents owed a duty to Claimants to ensure that their
18 work would be performed in a workmanlike manner and in accordance with Arizona
19 construction standards and practices, and that materials so provided would be free from
20 material defects and/or fit for their intended or represented purpose.

21 75. Subcontractor Respondents knew, or should have known, that the breach
22 of those duties would cause damage to Claimants, who relied upon Subcontractor
23 Respondents to perform their work properly and according to applicable standards, and
24 to provide products that were free from material defects and were good for their
25 respective and conjunctive intended and represented purposes.

26 76. Based upon the allegations raised by the homeowners, including damage
alleged to property other than the Subcontractor Respondents' work itself, and/or
damages incurred by Claimants, Subcontractor Respondents breached their duties to

1 Claimants by negligently failing to ensure that their work was performed in a
2 workmanlike manner in accordance with all applicable construction standards, and that
3 materials provided for use in the development by Subcontractor Respondents were free
4 from defects, and were reasonably fit for their respective and conjunctive intended
5 purposes as represented to Claimants.

6 77. As a result of these breaches of warranties, Claimants have suffered direct
7 and consequential damages to be proven at trial.

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

15 **FIFTH CAUSE OF ACTION**

16 **Common Law/Implied Indemnity**

17 **[All Subcontractor Respondents]**

18 79. Claimants fully incorporate herein by reference all allegations contained in
19 Paragraphs 1 through 78 of this Demand for Arbitration.

20 80. Claimants are entirely without active fault with regard to the acts or
21 omissions giving rise to the homeowners' construction defects claims, and thus, they are
22 entitled to recovery from Subcontractor Respondents.

23 81. Pursuant to the facts of this case and the parties' relationships, as well as
24 Arizona Common Law and the Restatement of Torts (Second) § 886B, Claimants are
25 entitled to Common Law Indemnity from Subcontractor Respondents for their
26 reasonable attorneys' fees, expert fees, costs, 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,

1 judgment, award, or compromise.

2 82. Claimants seek recovery in common law indemnity under various bases,
3 including, without limitation, equity, unjust enrichment, tort and contract.

4
5 **SIXTH CAUSE OF ACTION**

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

7 **[All Subcontractor Respondents]**

8 83. Claimants fully incorporate herein by reference all allegations contained in
9 Paragraphs 1 through 82 of this Demand for Arbitration.

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

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

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

21 87. Claimants have a present legal right to be provided a defense by
22 Subcontractor Respondents.

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

26 89. 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

1 deny same.

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

6
7 91. Claimants herein seek a declaration by the Court as to their rights and said
8 Subcontractor Respondents' duties and obligations to defend Claimants.

9 92. 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 for
11 Arbitration, and therefore, they are entitled to recover their reasonable attorneys' 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 a settlement, judgment, award, or
15 compromise.

16 SEVENTH CAUSE OF ACTION

17 Breach of Express Warranties

18 [All Subcontractor Respondents]

19 93. Claimants fully incorporate herein by reference all allegations contained in
20 paragraphs 1 through 92 of this Demand for Arbitration.

21 94. Subcontractor Respondents subcontracts contained the following express
22 warranty:

23 10.7 Warranties. Subcontractor warrants to Owner/Contractor that all
24 materials and equipment furnished shall be new (unless otherwise specified
25 and agreed to in advance by Owner/Contractor) and that all work under the
26 Contract shall be of good and workmanlike quality, free from faults and
defects and in conformance with the Contract Documents. All work not
conforming to these requirements, including substitutions not properly

1 approved and authorized, may be considered defective. The warranties
2 provided in this Paragraph 10.7 shall (a) be in addition to and not in
3 limitation of any other warranty or remedy available to Owner/Contractor,
4 (b) be assignable by Owner/Contractor, and (c) be valid for (i) one (1) year
5 from the date of close of escrow of each house constructed pursuant to the
6 Contract for all defects not otherwise specified herein, (ii) two (2) years
7 from the date of close of escrow of each house constructed pursuant to the
8 Contract for all defects in workmanship, (iii) ten (10) years from the date of
9 close of escrow of each house constructed pursuant to the Contract for all
10 structural defects, and (iv) the period prescribed by the respective
11 manufacturers with respect to manufacturers' equipment and appliance
12 warranties. The warranty periods set forth above shall be extended (a) as
13 provided by applicable law and equity, and (b) with respect to latent
14 defects, to the date on which the warranty period would expire if it
15 commenced on the discovery of the applicable latent defect.

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

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

24 97. 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 for
26 Arbitration, and therefore, they 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 arbitration demanded above, and any arbitration, action, or other suit

1 brought by the homeowners, including any amount paid as a result of a settlement,
2 judgment, award, or compromise.

3 WHEREFORE, Claimants request that the Arbitrator enter judgment in favor of
4 Claimants and against Respondents as follows:

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

11 RESPECTFULLY SUBMITTED this 16th day of January, 2015.

12
13 TIFFANY & BOSCO, P.A.

14
15 By:


16 Rosary A. Hernandez

17 Gregory E. Williams

18 Ashley N. Zimmerman

19 Attorneys for Claimants
20
21
22
23
24
25
26

Exhibit "A"

SUNSET FARMS DEVELOPMENT

Project Located in Tolleson, AZ 85353

Aguilera, Fabliano	3819 S. 103rd Ln.	86
Alvarado, Ricardo	10336 W. Albeniz Pl.	112
(Salas) Apodaca, Alma	10332 W. Albeniz Pl.	113
Barron, Zuleika	3910 S. 103rd Dr.	106
Bautista, Miguel & Vazquez, Mercedes	10440 W. Wood St.	183
Bourguignon, Zulema	10452 W. Wood St.	186
Bravo, Arcelia	10444 W. Wood St.	184
Canales, Alicia	10376 W. Atlantis Way	315
Carroll, Gari	10421 W. Albeniz Pl.	94
Celado, Jaime & Aracelis	10337 W. Atlantis Way	328
Cox, Shane	10343 W. Odeum Ln.	137
Dantzler, Cedric	3913 S. 103rd Dr.	121
Renova, Erik Enriquez	10314 W. Odeum Ln.	127
Evans-Meheula, Michelle	10439 W. Southgate Ave.	180
Gallegos, Roselio & Paez-Gallegos, Isela	10428 W. Raymond St.	13
Gonzalez, Jaime	3818 S. 104th Ln.	27
Griffin, Freddie & Doris	10434 W. Illini St.	54
Gutierrez, Martin	10343 W. Southgate Ave.	288
Guerrero, Jesus Freddy & Araceli Castro	4218 S. 104th Ave.	219
Hasbrouck, Richard & DeLoris	4110 S. 103rd Ln.	250
Hernandez, Solomon & Sally	4116 S. 104th Ln.	179
James, Jordan	10413 W. Wood St.	216
Kwon, Deroy & Betty	10411 W. Illini Street	40
Lopez, Alfredo	4204 S. 104th Ln.	187
Lopez, Alfredo & Edith	4208 S. 104th Ln.	188
Lopez, Jose	10349 W. Raymond St.	68
Martinez, Hector	10322 W. Odeum Ln.	125
McArthur, Jr., Vernon & Thomas, Crystal	10424 W. Wood St.	240
Mendez, Andrea	3717 S. 103rd Ln.	79
Montijo, Olga	10308 W. Atlantis Way	299
Moore, Jason & Kimberly	3905 S. 103rd Dr.	119
Nanfito, Mary & Rogers, Stephen	10336 W. Atlantis Way	305
Navarro, Alfredo	10334 W. Odeum Ln.	122
O'Brien, Robert	10131 W. Raymond St.	251
Ordonez, Lorenzo	10432 W. Raymond St.	14

Orozco, Agraciana	10433 W. Wood St.	211
Ortiz, Manuel & Rocha, Hilda	3815 S. 103rd Ln.	85
Perez, Hilberto & Bianca	10412 W. Wood St.	237
Phung, Joseph and Teresa	4008 S. 104th Ln.	160
Ramos, Joe & Maria	10318 W. Odeum Ln.	126
Ramos, Juan & Flora	10339 W. Wood St.	273
Rivera, Anna	10352 W. Atlantis Way	309
Rocha, Juan & Clara	4207 S. 104th Ave.	234
Rodriguez, Leonel	10339 W. Odeum Ln.	136
Russell, Perry	3910 S. 104th Ln.	156
Saucedo, Pedro & Mendoza, Glenda	4112 S. 104th Ln.	178
Schaffer, Trisa & Carrie	10330 W. Odeum Ln.	123
Sellers, Chaunsy & Alisha	3918 S. 104th Ln.	158
Silverio, Amarildo	4309 S. 104th Ave.	227
Taylor, Shawntay	10441 W. Albeniz Pl.	28
Thompson, Danae	4107 S. 103rd Dr.	293
Tobias, Alzetter	4108 S. 104th Ln.	177
Tolliver, Kyle & Desiree	3818 S. 103rd Dr.	107
Vasquez, Rosa	10345 W. Atlantis Way	326
Virgil, Jesus & Consuelo	10344 W. Albeniz Pl.	110
Wilson, Ronald & Michelle	4308 S. 104th Ave.	222
Wrobel, Michael	10409 W. Raymond St.	63
Zamarripa, Mario & Beatriz	10344 W. Atlantis Way	307
Zaragoza, Ruben & Leonor	10317 W. Atlantis Way	298

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4 Phoenix, Arizona 85016-4210
Phone: 602-441-1300 ♦ Fax 602-441-1350

5 *Attorneys for Plaintiff*

6
7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MARICOPA**

9 CONTINENTAL HOMES, INC., a
Delaware corporation; and CHI
10 CONSTRUCTION COMPANY, an
Arizona corporation; and Does 1-100
inclusive, ,

11 Plaintiff,

12 v.

13 ABS INSPECTION GROUP, LLLP, an
14 Arizona limited liability limited
partnership; ADAMS BROS INTERIORS
15 & CABINETS, INC., an Arizona
corporation; ANDREW LAUREN AZ dba
16 RCC HOLDINGS, LLC; an Arizona
corporation; ARTISTIC STAIRS, LTD.,
17 an Arizona corporation; ATRIUM DOOR
AND WINDOW COMPANY OF
18 ARIZONA, INC.; an Delaware
corporation; CATALINA ROOFING AND
19 SUPPLY, INC., an Arizona corporation;
CHAS ROBERTS AIR CONDITIONING,
20 INC., an Arizona corporation; CREATIVE
TOUCH INTERIORS AND HD SUPPLY
21 INTERIOR SOLUTIONS dba CTI OF
MARYLAND, INC. (FN), a Maryland
22 Corporation ; FLOORWORKS, INC. dba
CREATIVE TOUCH INTERIORS fka
23 DESERT ACQUISITION CORP., a
Delaware corporation; DESIGN
24 DRYWALL WEST, INC., a Colorado
corporation; DIXON BROTHERS,
25 INCORPORATED, an Arizona
corporation; DOOR SALES, LLC, dba
26 MASCO FRAMING HOLDING
COMPANY I, LLC, an Arizona
27 corporation; DVC CONSTRUCTION
COMPANY, INC., an Arizona
28 corporation; ERICKSON

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Case No. **CV2014-012379**

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

1 CONSTRUCTION, LLC, an Arizona
2 limited liability company; EXECUTIVE
3 PAINTING ENTERPRISE, INC., an
4 Arizona corporation; GALE
5 CONTRACTOR SERVICES dba
6 BUILDER SERVICES, INC., a Florida
7 corporation; GECKO UNDERGROUND
8 UTILITIES, LLC, an Arizona limited
9 liability company; GENERAL
10 PLUMBING, INC., an Arizona
11 corporation; GMS CONCRETE
12 SPECIALISTS, INC., an Arizona
13 corporation; HOLMES-HALLY
14 INDUSTRIES, INC., a California
15 corporation; INFINITY BUILDING
16 PRODUCTS, LLC, an Arizona limited
17 liability company; JR MCDADE CO.,
18 INC., an Arizona corporation; LODI
19 GARAGE DOOR & MORE dba MADJ,
20 INC. an Arizona corporation; MESA
21 FULLY FORMED, LLC, an Arizona
22 limited liability company; MPC
23 CONTRACTING COMPANY, INC., an
24 Arizona corporation; PALO VERDE
25 PLASTERING, INC., an Arizona
26 corporation; PARTITIONS &
27 ACCESSORIES CO. dba L.R. BORELLI
28 INC., an Arizona corporation; POCO
VERDE POOLS AND LANDSCAPE,
INC., an Arizona corporation; ROBERT
MCDANIEL CONSTRUCTION, LLC, an
Arizona limited liability company;
SHARICO ENTERPRISES, INC., an
Arizona corporation; SONORAN
CONCRETE, LLC, an Arizona limited
liability company; SPECIALTY
ROOFING, INC., an Arizona corporation;
THOMAS ELECTRIC, INC., an Arizona
corporation; UNITED FENCE
COMPANY, INC., an Arizona
corporation; UNITED
SUBCONTRACTORS, INC. dba MESA
INSULATION, a Utah corporation;
VALLEY GATE SERVICE, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING CO., INC., an Arizona
corporation; BLACK CORPORATIONS I
- XX; WHITE PARTNERSHIPS I - XX;
and DOES I - XX,

Defendants.

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

4 RESPECTFULLY SUBMITTED this 1st day of October, 2014.

5 WOOD, SMITH, HENNING & BERMAN LLP

6
7
8 By: 

9 ROSARY A. HERNANDEZ

10 MATTHEW B. BALTIERRA

11 *Attorneys for Plaintiff*

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5 *Attorneys for Plaintiff*

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
7 **IN AND FOR THE COUNTY OF MARICOPA**

8 CONTINENTAL HOMES, INC., a
9 Delaware corporation; and CHI
10 CONSTRUCTION COMPANY, an
Arizona corporation; and Does 1-100
inclusive, ,

11 Plaintiff,

12 v.

13 ABS INSPECTION GROUP, LLLP, an
14 Arizona limited liability limited
partnership; ADAMS BROS INTERIORS
15 & CABINETS, INC., an Arizona
corporation; ANDREW LAUREN AZ dba
16 RCC HOLDINGS, LLC; an Arizona
corporation; ARTISTIC STAIRS, LTD.,
17 an Arizona corporation; ATRIUM DOOR
AND WINDOW COMPANY OF
18 ARIZONA, INC.; an Delaware
corporation; CATALINA ROOFING AND
19 SUPPLY, INC., an Arizona corporation;
CHAS ROBERTS AIR CONDITIONING,
20 INC., an Arizona corporation; CREATIVE
TOUCH INTERIORS AND HD SUPPLY
21 INTERIOR SOLUTIONS dba CTI OF
MARYLAND, INC. (FN), a Maryland
22 Corporation ; FLOORWORKS, INC. dba
CREATIVE TOUCH INTERIORS fka
23 DESERT ACQUISITION CORP., a
Delaware corporation; DESIGN
24 DRYWALL WEST, INC., a Colorado
corporation; DIXON BROTHERS,
25 INCORPORATED, an Arizona
corporation; DOOR SALES, LLC, dba
26 MASCO FRAMING HOLDING
COMPANY I, LLC, an Arizona
27 corporation; DVC CONSTRUCTION
COMPANY, INC., an Arizona
28 corporation; ERICKSON

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Case No.

CV2014-012379

**CERTIFICATE OF COMPULSORY
ARBITRATION**

1 CONSTRUCTION, LLC, an Arizona
2 limited liability company; EXECUTIVE
3 PAINTING ENTERPRISE, INC., an
4 Arizona corporation; GALE
5 CONTRACTOR SERVICES dba
6 BUILDER SERVICES, INC., a Florida
7 corporation; GECKO UNDERGROUND
8 UTILITIES, LLC, an Arizona limited
9 liability company; GENERAL
10 PLUMBING, INC., an Arizona
11 corporation; GMS CONCRETE
12 SPECIALISTS, INC., an Arizona
13 corporation; HOLMES-HALLY
14 INDUSTRIES, INC., a California
15 corporation; INFINITY BUILDING
16 PRODUCTS, LLC, an Arizona limited
17 liability company; JR MCDADE CO.,
18 INC., an Arizona corporation; LODI
19 GARAGE DOOR & MORE dba MADJ,
20 INC. an Arizona corporation; MESA
21 FULLY FORMED, LLC, an Arizona
22 limited liability company; MPC
23 CONTRACTING COMPANY, INC., an
24 Arizona corporation; PALO VERDE
25 PLASTERING, INC., an Arizona
26 corporation; PARTITIONS &
27 ACCESSORIES CO. dba L.R. BORELLI
28 INC., an Arizona corporation; POCO
VERDE POOLS AND LANDSCAPE,
INC., an Arizona corporation; ROBERT
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Arizona limited liability company;
SHARICO ENTERPRISES, INC., an
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CONCRETE, LLC, an Arizona limited
liability company; SPECIALTY
ROOFING, INC., an Arizona corporation;
THOMAS ELECTRIC, INC., an Arizona
corporation; UNITED FENCE
COMPANY, INC., an Arizona
corporation; UNITED
SUBCONTRACTORS, INC. dba MESA
INSULATION, a Utah corporation;
VALLEY GATE SERVICE, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING CO., INC., an Arizona
corporation; BLACK CORPORATIONS I
- XX; WHITE PARTNERSHIPS I - XX;
and DOES I - XX,

Defendants.

1 The undersigned hereby certifies that they know the dollar limits and any other
2 limitations set forth by the local rules of practice for the applicable superior court, and further
3 certifies that this case is not subject to compulsory arbitration, as provided by Rules 72
4 through 76 of the Arizona Rules of Civil Procedure.
5

6 RESPECTFULLY SUBMITTED this 1st day of October, 2014.

7 WOOD, SMITH, HENNING & BERMAN LLP
8

9
10 By: 

11 ROSARY A. HERNANDEZ

12 MATTHEW B. BALTIERRA

13 *Attorneys for Plaintiff*
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Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

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

Plaintiff,

v.

ABS INSPECTION GROUP, LLLP, an
Arizona limited liability limited
partnership; ADAMS BROS INTERIORS
& CABINETS, INC., an Arizona
corporation; ANDREW LAUREN AZ dba
RCC HOLDINGS, LLC; an Arizona
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COMPANY, INC., an Arizona
corporation; ERICKSON

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Case No. **CV2014-012379**

**CONTINENTAL HOMES, INC.'S AND
CHI CONSTRUCTION COMPANY'S
DEMAND FOR JURY TRIAL**

1 CONSTRUCTION, LLC, an Arizona
2 limited liability company; EXECUTIVE
3 PAINTING ENTERPRISE, INC., an
4 Arizona corporation; GALE
5 CONTRACTOR SERVICES dba
6 BUILDER SERVICES, INC., a Florida
7 corporation; GECKO UNDERGROUND
8 UTILITIES, LLC, an Arizona limited
9 liability company; GENERAL
10 PLUMBING, INC., an Arizona
11 corporation; GMS CONCRETE
12 SPECIALISTS, INC., an Arizona
13 corporation; HOLMES-HALLY
14 INDUSTRIES, INC., a California
15 corporation; INFINITY BUILDING
16 PRODUCTS, LLC, an Arizona limited
17 liability company; JR MCDADE CO.,
18 INC., an Arizona corporation; LODI
19 GARAGE DOOR & MORE dba MADJ,
20 INC. an Arizona corporation; MESA
21 FULLY FORMED, LLC, an Arizona
22 limited liability company; MPC
23 CONTRACTING COMPANY, INC., an
24 Arizona corporation; PALO VERDE
25 PLASTERING, INC., an Arizona
26 corporation; PARTITIONS &
27 ACCESSORIES CO. dba L.R. BORELLI
28 INC., an Arizona corporation; POCO
VERDE POOLS AND LANDSCAPE,
INC., an Arizona corporation; ROBERT
MCDANIEL CONSTRUCTION, LLC, an
Arizona limited liability company;
SHARICO ENTERPRISES, INC., an
Arizona corporation; SONORAN
CONCRETE, LLC, an Arizona limited
liability company; SPECIALTY
ROOFING, INC., an Arizona corporation;
THOMAS ELECTRIC, INC., an Arizona
corporation; UNITED FENCE
COMPANY, INC., an Arizona
corporation; UNITED
SUBCONTRACTORS, INC. dba MESA
INSULATION, a Utah corporation;
VALLEY GATE SERVICE, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING CO., INC., an Arizona
corporation; BLACK CORPORATIONS I
- XX; WHITE PARTNERSHIPS I - XX;
and DOES I - XX,

Defendants.

1 Pursuant to Rule 38(B), Arizona Rules of Civil Procedure, Plaintiffs Continental
2 Homes, Inc. and CHI Construction Company hereby demands a trial by jury of all issues in
3 the above-entitled action.

4 RESPECTFULLY SUBMITTED this 1st day of October, 2014.

5 WOOD, SMITH, HENNING & BERMAN LLP

6
7
8 By: 

9 ROSARY A. HERNANDEZ

10 MATTHEW B. BALTIERRA

11 *Attorneys for Plaintiff*

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WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
2525 E. CAMELBACK ROAD, SUITE 450
PHOENIX, ARIZONA 85016-4210
TELEPHONE 602-441-1300 • FAX 602-441-1350

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

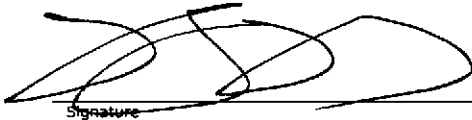
STATEMENT FOR SERVICE OF PROCESS

ENTITY NAME -- give the exact name of the corporation or LLC as currently shown in A.C.C. records:
D.V.C. 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

Bryan Blair

Printed Name

01/27/2015

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

01/27/2015

State of Arizona Public Access System

3:24 PM

File Number: -0162479-2

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

Domestic Address
12475 W. ALICE AVENUE

EL MIRAGE, AZ 85335

Agent: ROBERT RIOS
Status: APPOINTED 09/17/2002
Mailing Address:
12475 W. ALICE AVENUE

EL MIRAGE, AZ 85335

Agent Last Updated:

Business Type: CONSTRUCTION

Second Address

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 / 2013

Date A/R Entered: 01/08/2014

Next Report Due: 10/25/2014

Eric Henningsen

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

User Id: LGRIFFIN
Invoice No.: 4676615

Check Batch:
Invoice Date: 01/27/2015
Date Received: 01/27/2015
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 523	\$25.00
	PAYMENT	
Balance Due: \$		0.00

