



05300041
JODI JERICH
Executive Director

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



PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

Date 11/09/2015

M & S SPECIALTIES, INC.
10123 W WESTWIND DR
PEORIA, AZ 85383


Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 11/04/2015 as agent for **M & S SPECIALTIES, INC.:**

Case caption: **FRANK GAMBA AND PATRICIA A. GAMBA etal v. ANTHEM ARIZONA, L.L.C. etal,**
Case number: **CV2015052560** Court: **MARICOPA COUNTY, SUPERIOR COURT**

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

Sincerely,


Lynda B. Griffin
Custodian of Records

Initials TA
File number -0884469-5

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



ARIZONA CORPORATION COMMISSION

JODI JERICH
Executive Director
PATRICIA L. BARFIELD
Director
Corporations Division

CERTIFICATE OF MAILING

The undersigned person certifies the following facts:

On **11/04/2015**, **TRISH ALONZO**, an employee of the Arizona Corporation Commission ("ACC"), received on behalf of the ACC service of the following documents upon the ACC as agent for **M & S SPECIALTIES, INC..**

Case caption: **FRANK GAMBA AND PATRICIA A. GAMBA etal v. ANTHEM ARIZONA, L.L.C. etal**,
Case number: **CV2015052560**
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 OF COMPULSORY ARBITRATION | |

On **11/09/2015**, the undersigned person placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to the entity at its last known place of business address, as follows:

M & S SPECIALTIES, INC.
10123 W WESTWIND DR
PEORIA, AZ 85383

OR

The undersigned was unable to mail the above listed documents to
because that entity is not a registered corporation or limited liability company in the State of Arizona, and the Arizona Corporation Commission has no record of its known place of business.

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

Printed name: **TRISH ALONZO**

Date: **11/09/2015**

Signature: *Trish Alonzo*

1 William A. Nebeker, Esq., State Bar No. 004919

2 Troy G. Allen, Esq., State Bar No. 020093

3 **KOELLER, NEBEKER, CARLSON & HALUCK LLP**

3200 North Central Avenue, Suite 2250

Phoenix, Arizona 85012

Telephone: (602) 256-0000

Facsimile: (602) 256-2488

Nebeker@knchlaw.com

Troy.Allen@knchlaw.com

Attorneys for Defendants Anthem Arizona, L.L.C. and Del Webb's Coventry Homes, Inc., and Third-Party Plaintiffs

COPY

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

FRANK GAMBA and PATRICIA A. GAMBA; ARGUN and GINA ARBAY; KENT and SANDRA BRENNECKE, individually and as trustees of BRENNECKE LIVING TRUST; DAVID T. and DEBORAH M. HARPER; EDWIN and PATRICIA HUBAND; LARRY and DEBORAH PATTON; DENVER L. PITTMAN; and RONALD J. FULTON and ALETH I. FULTON,

Plaintiffs,

v.

ANTHEM ARIZONA, L.L.C., an Arizona Limited Liability Company; DEL WEBB'S COVENTRY HOMES, INC., an Arizona Corporation; and DOES 1-500 inclusive,

Defendants.

Case No. CV2015-052560

SUMMONS

(Assigned to The Honorable John R. Hannah, Jr.)

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

ANTHEM ARIZONA L.L.C., an Arizona Limited Liability Company; DEL WEBB'S COVENTRY HOMES, INC., an Arizona Corporation; DEL WEBB HOME CONSTRUCTION, INC., an Arizona Corporation; and DEL WEBB'S

**COVENTRY HOMES CONSTRUCTION
CO., an Arizona Corporation; PULTE
HOME CORPORATION, a Michigan
Corporation; and PULTE
DEVELOPMENT CORPORATION, a
Michigan Corporation,**

Third-Party Plaintiffs,

v.

**ANSE, INC., dba ARIZONA STATE
PLASTERING, INC., an Arizona
Corporation; AUSTIN ELECTRIC, INC.,
an Arizona Corporation; BEAN
DRYWALL INC., an Arizona
Corporation; BREWER ENTERPRISES,
INC., an Arizona Corporation; CANYON
STATE DRYWALL, INC., an Arizona
Corporation; CHAS ROBERTS AIR
CONDITIONING, INC., an Arizona
Corporation; COMPLETE DRYWALL,
INC., an Arizona Corporation; CTI OF
MARYLAND, INC. (FN) dba CREATIVE
TOUCH INTERIORS, INC., a Maryland
Corporation; DIVERSIFIED ROOFING
CORPORATION, an Arizona
Corporation; M & S SPECIALTIES, INC.,
an Arizona Corporation; PARAMOUNT
WINDOWS, LLC, an Arizona Limited
Liability Company; ROADRUNNER
DRYWALL CORP., an Arizona
Corporation; ROYCE WALLS OF
PHOENIX, INC., an Arizona Corporation;
S.A.W. LATH & STUCCO, INC., an
Arizona Corporation; SCHUCK & SONS
CONSTRUCTION CO., INC., an Arizona
Corporation; SHARICO ENTERPRISES
INC., an Arizona Corporation; SONORAN
AIR INC., an Arizona Corporation;
SONORAN CONCRETE, LLC, an
Arizona Limited Liability Company;
SPECIALTY ROOFING, INC., an**

1 **Arizona Corporation; STUCCO**
2 **SYSTEMS, LLC, an Arizona Limited**
3 **Liability Company; and THOMAS**
4 **ELECTRIC, INC., an Arizona**
5 **Corporation,**

6 **Third-Party Defendants.**

7 **THE STATE OF ARIZONA TO DEFENDANT:**

8 **M & S Specialties, Inc.**
9 **c/o MICHAEL R. DELEON**
10 **10123 W WESTWIND DR**
11 **PEORIA, AZ 85383**

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 date 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 date 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
20 it in this State, the insurer shall not be required to appear, answer or plead until expiration
21 of 40 days after date of such service upon the Director. Service by registered or certified
22 mail without the State of Arizona is complete 30 days after the date of filing the receipt
23 and affidavit of service with the Court. Service by publication is complete 30 days after
24 the date of the first publication. Direct service is complete when made. Service upon the
25 Arizona Motor Vehicle Superintendent is complete 30 days after filing the Affidavit of
26 Compliance and return receipt or Officer's Return. Rule 4, *Arizona Rules of Civil*
27 *Procedure*; A.R.S. § 20-222, § 28-502, § 28-503.

28 **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
the relief demanded in the Complaint.

YOU ARE CAUTIONED that in order to appear and defend, you must file an
Answer or proper response in writing with the Clerk of this Court, accompanied by the
necessary filing fee, within the time required, and you are required to serve a copy of any
Answer or response upon the Plaintiff's attorney. Rules 5 and 10(d), *Arizona Rules of*
Civil Procedure; A.R.S. § 12-331.

1871

1 The names and address of the attorneys for Third-party Plaintiffs ANTHEM
2 ARIZONA L.L.C, DEL WEBB's COVENTRY HOMES, INC., PULTE
3 DEVELOPMENT CORPORATION, PULTE HOME CORPORATION, DEL WEBB
4 HOME CONSTRUCTION, INC. AND DEL WEBB'S COVENTRY HOMES
5 CONSTRUCTION CO. are:

6 William A. Nebeker Esq.
7 Troy G. Allen, Esq.
8 **KOELLER, NEBEKER, CARLSON & HALUCK, LLP**
9 3200 North Central Avenue, Suite 2250
10 Phoenix, Arizona 85012

11 Requests for reasonable accommodation for persons with disabilities must be
12 made to the division assigned to the case by parties at least three (3) judicial days in
13 advance of a scheduled court proceeding.

14 SIGNED AND SEALED this date: _____

15 MICHAEL K. JEANES
16 Clerk of Superior Court

COPY

17 By OCT 13 2015

18 Deputy Clerk

19 MICHAEL K. JEANES, CLERK
20 J. BERNAL
21 DEPUTY CLERK





LLP, Attorneys at Law

5635 North Scottsdale Road, Suite 170, Scottsdale, Arizona 85250
TELEPHONE: (480) 729-6250 FACSIMILE: (480) 522-1983
TOLL FREE: (888) 982-6548 WEB SITE: www.sllplaw.com

June 25, 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Anthem Arizona, L.L.C.
Del Webb's Coventry Homes, Inc.
c/o Corporation Service Company
2338 West Royal Palm Road., Suite J
Phoenix, AZ 85021

Re: **NOTICE OF CLAIM & NOTICE & OPPORTUNITY TO REPAIR**
Development: Anthem Development in Phoenix, Anthem, and New River, Arizona

To Whom It May Concern:

This firm represents the following homeowner claimants ("Claimants") within the Anthem and Arroyo Grande (a.k.a. "Anthem Parkside") developments located in Phoenix, Anthem, or New River, Arizona developed by Anthem Arizona, L.L.C. or Del Webb's Coventry Homes, Inc. (collectively "Del Webb").

HOMEOWNER NAME(S)	PROPERTY ADDRESS
Frank Gamba Patricia A. Gamba	4920 W. Kastler Lane Phoenix, AZ 85087
Argun Arbay Gina Arbay	43912 N. 50 th Lane Phoenix, AZ
Kent Brennecke Sandra Brennecke Brennecke Living Trust	4935 W. Magellan Drive Phoenix, AZ
David T. Harper Deborah M. Harper	44113 N. 47 th Lane Phoenix, AZ
Edwin Huband Patricia Huband	4809 W. Yoosooni Drive New River, AZ
Larry Patton Deborah Patton	4920 W. Old West Trail New River, AZ
Denver L. Pittman	4813 W. Cavalry Road New River, AZ 85087
Ronald J. Fulton Aleth I. Fulton (fka Aleth I. Aguas)	37906 N. Pagoda Lane Anthem, AZ 85086

Without waving any objections to, or otherwise conceding the applicability and/or enforceability of ADR procedures, the above-referenced homeowners hereby put Del Webb on notice of their claims for construction defects in the above-referenced homes. The legal basis for the homeowners' claims herein include, but are not limited to, declaratory relief, breach of the implied warranty of workmanship and habitability, breach of contract and/or negligence. The proposed remedy for the claims brought herein is that Del Webb determine the cause of the defects alleged, and either: (A) cause the defects and resultant damage to be repaired to fully eliminate the defect and

damage; and/or (B) pay each Claimant a sum in the amount of the estimated cost to repair all of the alleged defects and resultant damage. In addition, the Claimants demand reimbursement for their attorneys' fees, costs and expenses pursuant to A.R.S. §§ 12-341, 12-341.01, and 12-1364, any applicable contractual provisions, the common-fund doctrine, and other applicable law.

Claimants seek to resolve their claims as amicably and expeditiously as possible. Thus Claimants request to meet with Del Webb to discuss good faith ways to resolve their claims. Our firm proposes to meet and confer in person with counsel for Del Webb for the purpose of resolving the claims by good faith negotiation, which may include setting a timeline for production of a defect list for each of the above-listed homes, Del Webb's inspection of the homes, and mediation. Please contact us no later than July 23, 2015 to determine a meeting place, date and time.

Please note that out of an abundance of caution, the above homeowners filed an action with the Maricopa Superior Court seeking interim remedies, among other things, from the Court in order to protect the effectiveness of any applicable Alternative Dispute Resolution ("ADR") process, including arbitration. Those remedies may include, but are not limited to, a request that the Court order certain parties to arbitration and to stay the Court action pending the outcome of arbitration. In addition, because Claimants' purchase agreements and/or the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") governing their properties do not: (1) provide for tolling during any required pre-litigation and/or pre-arbitration events (e.g., notice periods, negotiations, mediations, etc.); and/or (2) specify how arbitration is to be initiated in the event that pre-arbitration events cannot be accomplished prior to the running of A.R.S. § 12-552, filing a court action was necessary. Irrespective of the filing of the action, this notice serves as a formal request to initiate applicable ADR procedures. To the extent that there is an enforceable arbitration clause, provision, or agreement applicable to any Claimant's property, this notice serves as a formal demand for arbitration.

Lastly, to the extent ADR procedures do not apply to the instant claims, Claimants demand that Del Webb provide them with this information in writing within 30 days. In that event, we are also providing a notice for construction defects for the following Claimant pursuant to A.R.S. § 12-1363:

HOMEOWNER NAME(S)	PROPERTY ADDRESS
Ronald J. Fulton Aleth I. Fulton (fka Aleth I. Aguas)	37906 N. Pagoda Lane Anthem, AZ 85086

The defects at the above-listed home include, but are not limited to, the issues noted on the preliminary defect list and in the photos found within the enclosed DVD-Rom. The list of defects may be later supplemented to include additional alleged defects identified at a later date.

Claimants request that your written response and any future communications to them regarding this matter be directed to the undersigned at 5635 N. Scottsdale Road, Suite 170, Scottsdale, AZ 85250. If you have any questions please do not hesitate to call our office at (480) 729-6250.

Very truly yours,

SHINNICK & RYAN LLP



Jennifer Kaelin Franco, Esq.

CERTIFIED MAIL™



7013 3026 0002 1305 7637

SHINNICK & RYAN LLP

ATTORNEYS AT LAW

**5635 N. Scottsdale Rd, Suite 170
Scottsdale, AZ 85250**

Anthem Arizona, L.L.C.
c/o Corporation Service Company
2338 West Royal Palm Road., Suite J
Phoenix, AZ 85021

MICHAEL K. JEANES
Clerk of the Superior Court
By Celina Lopez, Deputy
Date 06/25/2015 Time 16:06:58

Description	Amount
CASE# CV2015-052560	
CIVIL NEW COMPLAINT	319.00
TOTAL AMOUNT	319.00
Receipt# 24633787	

Luke P. Ryan, Esq., SBN 022675
Jennifer Kaelin Franco, Esq. SBN 030771
SHINNICK & RYAN LLP
5635 N. Scottsdale Road, Suite 170
Scottsdale, AZ 85250
Tel: (480) 729-6250
Fax: (480) 522-1983
E-Mail: azminuteentries@ssllplaw.com
Attorneys for Plaintiffs

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

FRANK GAMBA and PATRICIA A. GAMBA;
ARGUN and GINA ARBAY; KENT and
SANDRA BRENNECKE, INDIVIDUALLY AND
AS TRUSTEES OF BRENNECKE LIVING
TRUST; DAVID T. and DEBORAH M. HARPER;
EDWIN and PATRICIA HUBAND; LARRY and
DEBORAH PATTON; DENVER L. PITTMAN;
RONALD J. FULTON and ALETH I. FULTON;

Plaintiffs,

vs.

ANTHEM ARIZONA, L.L.C., an Arizona Limited
Liability Company; DEL WEBB'S COVENTRY
HOMES, INC., an Arizona Corporation; and DOES
1-500 inclusive,

Defendants.

Case No.: CV2015-052560

PLAINTIFFS' COMPLAINT FOR:

- 1) Declaratory Relief;
- 2) Breach of Implied Warranty of Habitability and Workmanship; and
- 3) Breach of Contract
- 4) Negligence

PLAINTIFFS for causes of action against DEFENDANTS, and each of them, demand a jury trial for each cause of action and alleges in its Complaint, pursuant to Ariz. R. Civ. P. 15(a)(1)(A), as follows:

PRELIMINARY ALLEGATIONS

1. PLAINTIFFS all reside within the County of Maricopa, State of Arizona and own real property, along with the residential dwellings and other improvements situated thereon, located in

COMPLAINT FOR DECLARATORY RELIEF, DAMAGES ON BREACH OF IMPLIED WARRANTY OF HABITABILITY AND WORKMANSHIP, BREACH OF CONTRACT, AND NEGLIGENCE.

Phoenix, Anthem, or New River, Arizona (hereinafter referred to as the "SUBJECT PROPERTIES"). The addresses of the individual properties are as follows:

HOMEOWNER NAME(S)	PROPERTY ADDRESS
Frank Gamba Patricia A. Gamba	4920 W. Kastler Lane Phoenix, AZ 85087
Argun Arbay Gina Arbay	43912 N. 50 th Lane Phoenix, AZ
Kent Brennecke Sandra Brennecke Brennecke Living Trust	4935 W. Magellan Drive Phoenix, AZ
David T. Harper Deborah M. Harper	44113 N. 47 th Lane Phoenix, AZ
Edwin Huband Patricia Huband	4809 W. Yoosooni Drive New River, AZ
Larry Patton Deborah Patton	4920 W. Old West Trail New River, AZ
Denver L. Pittman	4813 W. Cavalry Road New River, AZ 85087
Ronald J. Fulton Aleth I. Fulton (fka Aleth I. Aguas)	37906 N. Pagoda Lane Anthem, AZ 85086

2. PLAINTIFFS' real property is located in the subdivisions known as "Anthem or Arroyo Grande." These subdivisions are legally described as including, but not limited to, Anthem, as described in Exhibit A of the Declaration of Covenants, Conditions, and Restrictions for Anthem recorded in Maricopa County Assessor's Official Records of Maricopa County, State of Arizona, and Anthem Parkside (aka Arroyo Grande) as described in Exhibit A of the Declaration of Covenants, Conditions, and Restrictions for Anthem Parkside, also recorded in Maricopa County Assessor's Official Records of Maricopa County, State of Arizona (collectively "SUBJECT PROJECT").

3. PLAINTIFFS are informed and believe, and based thereon allege, that the SUBJECT PROPERTIES located in the SUBJECT PROJECT are part of a mass-produced residential development project and PLAINTIFFS have suffered damage to their home and/or lot by virtue of the defective conditions at the SUBJECT PROPERTIES and/or SUBJECT PROJECT.

4. PLAINTIFFS are informed and believe, and based thereon allege, that at all times herein mentioned:

COMPLAINT FOR DECLARATORY RELIEF, DAMAGES ON BREACH OF IMPLIED WARRANTY OF HABITABILITY AND WORKMANSHIP, BREACH OF CONTRACT, AND NEGLIGENCE.

1 a. Defendant, ANTHEM ARIZONA, L.L.C., is an Arizona Limited Liability
2 Company and is doing business in Arizona in accordance with the laws of the State of Arizona, and
3 has conducted business within the County of Maricopa, State of Arizona, including, but not limited to,
4 development, design, planning, construction, improvement, conversion and/or sale of the SUBJECT
5 PROJECT and/or SUBJECT PROPERTIES.

6 b. Defendant, DEL WEBB'S COVENTRY HOMES, INC., is an Arizona
7 Corporation and is doing business in Arizona in accordance with the laws of the State of Arizona, and
8 has conducted business within the County of Maricopa, State of Arizona, including, but not limited to,
9 development, design, planning, construction, improvement, conversion and/or sale of the SUBJECT
10 PROJECT and/or SUBJECT PROPERTIES.

11 5. DEFENDANT DOES 1 through 500, inclusive, whether individual, corporate,
12 association or otherwise, are fictitious names of DEFENDANTS whose true names and capacities are,
13 at this time, unknown to PLAINTIFFS and are unknown business entities doing business in Arizona in
14 accordance with the laws of the State of Arizona, and have conducted business within the County of
15 Maricopa, State of Arizona, including but not limited to development, construction, improvement,
16 conversion and/or sale of the SUBJECT PROJECT and/or SUBJECT PROPERTIES. (ANTHEM
17 ARIZONA, L.L.C., DEL WEBB'S COVENTRY HOMES, INC., and DOES 1-500, are collectively
18 herein referred to as "DEFENDANTS"). PLAINTIFFS are informed and believe, and based thereon
19 allege, that at all relevant times all of the DEFENDANTS sued herein as DOES 1 through 500,
20 inclusive, were and/or are developers, owners, general contractors, subcontractors, builders, architects,
21 engineers or otherwise, and acted for themselves or as the agent, servant, and employee of their co-
22 defendants, and in doing the things hereafter mentioned were acting in the scope of their authority as
23 such agents, servants and employees, and with the permission and consent of their co-defendants; and
24 that each of said fictitiously named DEFENDANTS, whether acting for themselves or as agents,
25 corporations, associations, business entities or otherwise, are in some way liable or responsible to
26 PLAINTIFFS on the facts hereinafter alleged, and proximately caused injuries and damages as
27 hereinafter alleged. At such time as DEFENDANTS' true names become known to PLAINTIFFS,
28 PLAINTIFFS will ask leave of this Court to amend this complaint to insert said true names and

1 capacities.

2 6. PLAINTIFFS are informed and believe, and based thereon allege, that at all relevant
3 times, DEFENDANTS, and each of them, were either individuals, sole proprietorships, corporations,
4 partnerships, business entities and/or organizations who conducted business in the County of Maricopa
5 and/or participated in the development, construction and/or sale of the real property and construction
6 as set forth in more particular detail hereinafter. DEFENDANTS had and have an alter ego
7 relationship such that inequitable results will follow if the separateness is respected. DEFENDANTS
8 have a unity of interest in the liability and damages alleged herein.

9 7. PLAINTIFFS are informed and believe, and based thereon allege, that at all relevant
10 times DEFENDANTS, and each of them, were business entities, organizations, individuals, or
11 otherwise involved in the sale, distribution, construction, development, purchase or promotion of
12 homes purchased by PLAINTIFFS herein, or were involved with those entities, municipalities,
13 individuals, or otherwise involved in the sale, distribution, construction, development, purchase or
14 promotion of homes purchased by PLAINTIFFS, herein as a partner, joint venturer, co-developer,
15 employee, employer, contractor, sub-contractor, promoter, loaning institution, inspector, guarantor,
16 solicitor, retailer, distributor, marketer, agent, principal, materialmen, architects and/or engineers or
17 other persons, entities or professionals who participated in the process of design, engineering and/or
18 construction of the subject structures on the SUBJECT PROPERTIES, and who performed works of
19 labor, supplied materials, equipment and/or services necessary for the building and construction,
20 including supervision of construction of the subject buildings with the knowledge that the buildings
21 would be sold to and used by members of the public, including PLAINTIFFS herein, or in some other
22 legal manner responsible for the actions of the other DEFENDANTS herein.

23 8. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS,
24 and each of them, participated in the manner set forth herein in the construction of the SUBJECT
25 PROPERTIES within the SUBJECT PROJECT, which are now owned by PLAINTIFFS.

26 9. After work on the SUBJECT PROPERTIES was completed, PLAINTIFFS are
27 informed and believe, and based thereon allege, that the SUBJECT PROPERTIES are not of requisite
28 quality but, in fact, are defective and fail to meet the requirements of applicable building codes and/or

1 fall below applicable industry standards which has caused damage to PLAINTIFFS. The damages
2 known to PLAINTIFFS at this time are progressive and continue to accumulate. Further,
3 PLAINTIFFS are informed and believe, and based thereon allege, that 1) all of the SUBJECT
4 PROPERTIES were either substantially completed within eight (8) years of the filing of this action, or
5 2) the conditions noted were first discovered by PLAINTIFFS during the eighth year after the
6 substantial completion of the SUBJECT PROPERTIES, and within one (1) year of the date of filing of
7 the action unless otherwise stated herein. Where applicable, prior to or concurrent with the service of
8 this Complaint upon DEFENDANTS, PLAINTIFFS properly notified DEFENDANTS of the
9 defective conditions pursuant to A.R.S. section 12-1361, *et seq.* or applicable Alternative Dispute
10 Resolution Procedures and timely filed this action within the parameters set forth therein.

11 10. PLAINTIFFS are informed and believe, and based thereon allege, that the SUBJECT
12 PROPERTIES are not fit for their purpose as residential dwelling units, but instead are defective, in
13 the ways described herein.

14 11. PLAINTIFFS further allege the SUBJECT PROPERTIES may be defective in ways
15 and to an extent not presently known, but which will be inserted here by way of amendment to this
16 Complaint or will be established according to proof at the time of trial.

17 FIRST CAUSE OF ACTION

18 (Declaratory Relief)

19 12. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through 11 as though
20 fully set forth again herein.

21 13. At this time, at least one or more PLAINTIFFS is/are within 180 days of having their
22 claims completely barred by statute of limitations and statute of repose deadlines, including, but not
23 limited to, A.R.S. § 12-552.

24 14. PLAINTIFFS upon information believe that Alternative Dispute Resolution ("ADR")
25 procedures are found within various contracts between them and DEFENDANTS.

26 15. Upon information and belief, ADR provisions are found within the individual purchase
27 contracts between individual PLAINTIFFS and DEFENDANTS, and potentially the Declaration of
28 Restrictions, Covenants and Conditions ("CC&Rs") and/or other documents incorporated by reference

1 within the purchase contracts and/or the CC&Rs.

2 16. Prior to or concurrent with the filing of this Complaint, PLAINTIFFS provided
3 DEFENDANTS with written notice stating (i) the nature of their claims, (ii) the legal basis of their
4 claims, (iii) PLAINTIFFS' proposed resolution or remedy, and (iv) PLAINTIFFS' desire to meet with
5 DEFENDANTS to discuss in good faith ways to resolve their claims. In addition, PLAINTIFFS'
6 Notice included a demand to initiate arbitration to the extent it applies. If arbitration is proper and
7 successfully initiated, PLAINTIFFS intend to immediately seek stay of this complaint while
8 arbitration is pursued.

9 17. There exists uncertainty as to whether or not and to what extent the ADR provisions are
10 applicable to the PLAINTIFFS' claims.

11 18. If the procedures within the ADR provisions are commercially reasonable, then
12 pursuant to A.R.S. § 12-1366, the PDA does not apply.

13 19. The various ADR provisions may include certain pre-litigation and/or pre-arbitration
14 procedures (e.g., notice, negotiation, inspections, mediation, etc.) with indefinite timelines that are to
15 be completed by PLAINTIFFS before litigation and/or arbitration can be initiated.

16 20. Upon information and belief, nothing within the ADR procedures establishes how
17 PLAINTIFFS can initiate arbitration before or during any pre-arbitration events.

18 21. Upon information and belief, there is also nothing within the ADR procedures that
19 provides for the tolling of statutes of repose/limitations while the parties engage in any pre-litigation
20 and/or pre-arbitration disputes or the above-stated required events.

21 22. At least one or more PLAINTIFFS will not be able to engage-in and/or complete the
22 pre-litigation and/or pre-arbitration procedures before statute of limitations and statute of repose
23 deadlines, including, but not limited to, A.R.S. § 12-552, run.

24 23. Accordingly, PLAINTIFFS are hereby seeking an interim remedy from the Court as
25 allowed by A.R.S. § 12-3008 to protect the effectiveness of any enforceable arbitration processes
26 within the ADR procedures (e.g., to order the parties to arbitration and stay this matter pursuant to
27 A.R.S. §§ 12-1502 and 12-3007).

28 24. PLAINTIFFS are also seeking a ruling that pursuant to A.R.S. § 12-3009

1 PLAINTIFFS' Notice(s) initiated arbitration for purposes of tolling A.R.S. § 12-552.

2 25. PLAINTIFFS further request pursuant to A.R.S. §§ 12-1502, 12-3007 that the Court
3 make a determination on the arbitrability of certain claims, the effect that the ADR provisions have, if
4 any, on the instant claims, and make a determination on the enforceability of the ADR provisions.

5 26. Additionally, PLAINTIFFS hereby request that if ADR provisions are valid and
6 enforceable, that the Court, if warranted, choose an arbitrator or rule on a method for selection of an
7 arbitrator pursuant to A.R.S. § 12-3011.

8 SECOND CAUSE OF ACTION

9 (Breach of the Implied Warranty of Workmanship and Habitability Against All Defendants)

10 27. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through 26 as though
11 fully set forth again herein.

12 28. PLAINTIFFS are informed and believe, and based thereon allege, that as contractors
13 DEFENDANTS, and each of them, knew or reasonably should have known that the SUBJECT
14 PROPERTIES would be used by members of the public for purposes of a residential home, and that
15 such members of the public would do so without inspection for the defects as set forth herein.
16 DEFENDANTS knew, or had reason to know, that the purchasers would rely upon the skill, judgment
17 and experience of DEFENDANTS in the planning, design, development, construction, manufacture,
18 transfer, and sale of the home. DEFENDANTS impliedly warranted that the components, including
19 but not limited to, concrete slabs, stucco, water intrusion membranes, roofs, floors/floor coverings,
20 walls, ceilings, drywall, cabinets, doors and windows, sliding glass doors, shear walls, concrete
21 flatwork, sheet metal, insulation, electrical systems, heating, ventilation and air conditioning systems,
22 pavement system, plumbing and plumbing fixtures, irrigation systems, soils, grading, framing, stairs,
23 foundations, garage doors, shower doors, mirrors, drainage, paint, fences, fireplaces/chimneys, decks
24 and structural systems, among other areas, would be constructed and assembled in a workmanlike and
25 habitable manner and were fit for the purpose of residential dwelling.

26 29. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS,
27 and each of them, at all relevant times, were and are merchants with respect to the lots and homes
28 within the SUBJECT PROJECT and/or SUBJECT PROPERTIES.

COMPLAINT FOR DECLARATORY RELIEF, DAMAGES ON BREACH OF IMPLIED WARRANTY OF HABITABILITY AND
WORKMANSHIP, BREACH OF CONTRACT, AND NEGLIGENCE.

1 30. The lots and homes within the SUBJECT PROJECT and/or SUBJECT PROPERTIES
2 were not and are not merchantable, habitable, or fit for their particular purpose, but instead are
3 defective, in that the concrete slabs, stucco, water intrusion membranes, roofs, floors/floor coverings,
4 walls, ceilings, drywall, cabinets, doors and windows, sliding glass doors, shear walls, concrete
5 flatwork, sheet metal, insulation, electrical systems, heating, ventilation and air conditioning systems,
6 pavement system, plumbing and plumbing fixtures, irrigation systems, soils, grading, framing, stairs,
7 foundations, garage doors, shower doors, mirrors, drainage, paint, fences, fireplaces/chimneys, decks
8 and structural systems, among other areas, are not performing in the manner intended. Such defects
9 have resulted in damage to the SUBJECT PROPERTIES and/or SUBJECT PROJECT.

10 31. PLAINTIFFS are informed and believe, and based thereon allege, that during the
11 course of planning, design, development and/or construction of the SUBJECT PROJECT and/or
12 SUBJECT PROPERTIES, DEFENDANTS, and each of them, failed to follow acceptable design
13 and/or building practices. DEFENDANTS' failure to follow acceptable design and/or building
14 practices includes, but was not limited to, violations of pertinent building codes; failure to follow soils
15 engineers' recommendations; failure to follow manufacturers' recommendations, project drawings,
16 and specifications; and failure to follow the acceptable custom and practice for planners, designers,
17 developers, sub-contractors, and contractors where the SUBJECT PROPERTIES and/or SUBJECT
18 PROJECT was constructed.

19 32. PLAINTIFFS are informed and believe, and based thereon allege, the SUBJECT
20 PROPERTIES are defective in that they were built with conditions that demonstrate improper,
21 nonexistent, and/or inadequate design and/or construction. The defective conditions as alleged herein
22 have resulted in damaged and defective real property. PLAINTIFFS are informed and believe, and
23 based thereon allege, that the SUBJECT PROPERTIES may be additionally defective in ways and to
24 an extent not presently known, but which will be inserted herein by way of amendment or will be
25 established according to proof at the time of trial.

26 33. Where applicable, reasonable or non-prejudicial, PLAINTIFFS have notified
27 DEFENDANTS of the specific and/or representative defective conditions that exist within/at the
28 SUBJECT PROPERTIES as alleged herein and, notwithstanding such Notice(s), DEFENDANTS have

1 failed to cause the appropriate restoration and/or repair to be made to the SUBJECT PROPERTIES at
2 their cost and expense.

3 34. PLAINTIFFS are informed and believe, and based thereon allege, that many of the
4 contracts between DEFENDANTS and PLAINTIFFS contain ADR procedures, but that these
5 procedures are not commercially reasonable according to A.R.S. section 12-1361 *et seq.* Among other
6 reasons, the alternative dispute resolution procedures do not provide for tolling of the homeowners'
7 statute of repose and therefore strict compliance with those procedures may be unreasonable and
8 highly prejudicial.

9 35. PLAINTIFFS are informed and believe, and based thereon allege, that the above
10 described defects arose out of, were attributable to, and are directly and proximately caused by the
11 above-described deficiency in the design, specification, planning, supervision, observation of
12 construction, construction, development, and/or improvement of the SUBJECT PROPERTIES within
13 the SUBJECT PROJECT, and that prior to the time when they were discovered by PLAINTIFFS as set
14 forth herein, could not have been discovered by the exercise of reasonable diligence.

15 36. PLAINTIFFS are informed and believe, and based thereon allege, that as a direct and
16 proximate result of the defects set forth herein and the breach of the aforesaid implied warranties by
17 DEFENDANTS, and each of them, PLAINTIFFS have suffered damages in an amount precisely
18 unknown, but are believed to be in excess of the minimum jurisdiction of this Court, in that they have
19 been and will hereafter be required to perform works of repair, restoration and construction to the
20 SUBJECT PROPERTIES within the SUBJECT PROJECT to prevent further damage and to restore
21 the SUBJECT PROPERTIES to its proper condition, including but not limited to reasonable expenses
22 of temporary housing reasonably necessary during the repairs.

23 37. PLAINTIFFS have and will incur consulting and expert fees, as well as costs to
24 investigate the defective conditions to determine the precise nature, extent, and cause of the defects
25 and the reasonable and appropriate repairs.

26 38. PLAINTIFFS are informed and believe, and based thereon allege, that as a direct, legal
27 and proximate result of the defects set forth herein, PLAINTIFFS have suffered damages in an amount
28 precisely unknown, but believed to be within the jurisdiction of this Court in that it has been and will

1 hereafter be required to perform works of repair, restoration, and construction to portions of the
2 structures to prevent further damages and to restore the structure to its proper condition. PLAINTIFFS
3 will establish the precise amount of such damages according to proof at trial, for the following
4 damages:

5 a. For correction of problems, specifically expert investigation, redesign and
6 reconstruction of the problem areas generally referred to and particularly described herein, but
7 not limited thereto;

8 b. For damage to real property and structures thereon, and other property, which is
9 the legal and proximate consequence of the problems, including, but not limited to, those
10 specified herein;

11 c. For diminution in value to buildings in general (in areas not to be reconstructed)
12 as the result of accelerated aging, which is the legal and proximate result of the problems,
13 including, but not limited to, those specified herein;

14 d. For relocation costs and related costs when permanent repairs are effectuated;

15 e. For certain permanent and/or temporary emergency repairs and expert
16 investigation, which were completed at PLAINTIFFS' expense;

17 f. For lost mortgage payments, insurance payments, taxes, utility payments, and
18 other related expenses due to un-inhabitable residences, which are the legal and proximate
19 consequence of the problems including, but not limited to, those specified herein;

20 g. For lost or diminished rental income which is the legal and proximate
21 consequence of the problems, conditions and damages including, but not limited to, those
22 specified herein;

23 h. For lost use and enjoyment of the subject structures and premises; and

24 i. For any other relief available at the time of trial.

25 39. PLAINTIFFS are informed and believe, and based thereon allege, that as a further
26 direct and proximate result of the defective conditions of the SUBJECT PROPERTIES within the
27 SUBJECT PROJECT, PLAINTIFFS were compelled to retain legal counsel to obtain recovery for the
28 defective conditions. As a result, DEFENDANTS are liable to PLAINTIFFS for those attorneys' fees

1 reasonably incurred by PLAINTIFFS in order to obtain compensation pursuant to A.R.S. §§ 12-
2 341.01, 12-1364, and other statutes and rules of court.

3 40. All of the above-described damages have occurred, but the amount thereof is presently
4 unknown. When the precise amount is known, it will be established by way of amendment to these
5 pleadings or according to proof at the time of trial.

6 THIRD CAUSE OF ACTION

7 (Breach of Contract Against All Defendants)

8 41. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through 40 as though
9 fully set forth again herein.

10 42. As a result of the acts and omissions of DEFENDANTS as described herein,
11 DEFENDANTS breached their contractual relationships, including third-party beneficiary
12 relationships, with PLAINTIFFS in that they breached the warranties of workmanship, fitness and
13 habitability in performing the works of improvement in the SUBJECT PROPERTIES and/or
14 SUBJECT PROJECT as herein described.

15 43. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS
16 entered into separate construction agreements that related to various facets of the construction of the
17 lots and homes within the SUBJECT PROJECT, pursuant to which all parties to the agreements
18 agreed to perform their respective duties in a manner that is compliant with the warranties of
19 workmanship, fitness and habitability in performance of the works of improvement in development of
20 the SUBJECT PROPERTIES and/or SUBJECT PROJECT.

21 44. PLAINTIFFS are informed and believe, and based thereon allege, that PLAINTIFFS,
22 and other potential homeowners, were intended third-party beneficiaries of DEFENDANTS' various
23 construction agreements.

24 45. PLAINTIFFS are informed and believe, and based thereon allege, that the SUBJECT
25 PROPERTIES and/or SUBJECT PROJECT was and is defective in that there are defects as described
26 in paragraphs 31-33 above.

27 46. As a direct and proximate cause of DEFENDANTS' breach of contract as set forth
28 herein, PLAINTIFFS have suffered damages in an amount precisely unknown, but believed to be in

1 excess of the minimum jurisdiction of this Court, in that they have been, and will continue to be,
2 required to perform works of repair, restoration, and construction to the lots and homes at the
3 SUBJECT PROJECT to prevent further damage and to restore the SUBJECT PROPERTIES to their
4 proper condition. In doing so, PLAINTIFFS have suffered and will continue to suffer damage as
5 described in paragraphs 36-39 above and in an amount according to proof at the time of trial.

6 FOURTH CAUSE OF ACTION

7 (Negligence Against All Defendants)

8 47. PLAINTIFFS reallege and incorporate by reference Paragraphs 1 through 46, as though
9 fully set forth again herein.

10 48. The DEFENDANTS, and each of them named herein, were under a duty to exercise
11 ordinary care as builder, contractor, subcontractor, supplier, materialman, architect, engineer or
12 otherwise to avoid reasonably foreseeable injury to users and purchasers of the subject premises and
13 subject structures, and knew or should have foreseen with reasonable certainty that purchasers and/or
14 users would suffer the monetary damages set forth herein if said DEFENDANTS, and each of them,
15 failed to perform their duty to cause the subject premises and subject structures to be designed,
16 engineered and completed in a proper and workmanlike manner and fashion.

17 49. In performing the works of a builder and/or contractor, subcontractor, supplier,
18 materialman, architect, engineer or otherwise, said DEFENDANTS, and each of them, failed and
19 neglected to perform the work, labor and services properly or adequately in that each said
20 DEFENDANT so negligently, carelessly and in an unworkmanlike manner performed the aforesaid
21 work, labor and/or services such that the subject premises and subject structures as described herein
22 were designed, engineered and/or constructed improperly, negligently, carelessly and/or in an
23 unworkmanlike manner. Further, the sellers knew or should have known that the premises were
24 constructed in an unworkmanlike manner.

25 50. PLAINTIFFS are informed and believe, and based thereon allege, that the
26 DEFENDANTS, and each of them, whether builder, contractor, subcontractor, supplier, materialman,
27 architect, engineer or otherwise, negligently, carelessly, tortuously, and wrongfully failed to use
28 reasonable care in the analysis and preparation of the structures and improvements; in the design,

1 manufacture, construction, and installation of and surface drainage systems, stucco, concrete slabs,
2 roofs, drainage systems, floors, walls, ceilings, patios, doors and windows, sliding glass doors, decks,
3 shear walls, concrete flatwork, sheet metal, insulation, electrical systems, heating, ventilation and air
4 conditioning systems, pavement system, plumbing and plumbing fixtures, irrigation systems,
5 acoustics, structural systems and building structures.

6 51. PLAINTIFFS are informed and believe, and based thereon allege, that the
7 DEFENDANTS, and each of them, named herein, whether builder, contractor, subcontractor, supplier,
8 materialman, architect, engineer or otherwise, performed work, labor and/or services upon the subject
9 premises and subject structure, and each knew or should have known that if the subject structure and
10 subject premises were not properly or adequately designed, engineered, supervised and/or constructed,
11 that the owners and users would be substantially damaged thereby, and that the subject structures
12 would be defective and not of merchantable quality. Likewise, said DEFENDANTS, and each of
13 them, knew or reasonably should have known that if the real property and structures and
14 improvements thereon including, but not limited to, the stucco, foundations, concrete slabs, roofs,
15 drainage systems, floors, walls, ceilings, patios, doors and windows, sliding glass doors, decks, shear
16 walls, concrete flatwork, sheet metal, insulation, electrical systems, heating, ventilation and air
17 conditioning systems, pavement system, plumbing and plumbing fixtures, irrigation systems, and
18 structural systems were not adequately designed, engineered, constructed or installed, that the owners
19 and users would be substantially damaged thereby and the subject structures would be defective and
20 not of merchantable quality.

21 52. As a direct and proximate result of the foregoing negligence, carelessness and
22 unworkmanlike conduct, actions and/or omissions by said DEFENDANTS, and each of them,
23 PLAINTIFFS have suffered damages in an amount presently unknown, but believed to be within this
24 court's jurisdiction. PLAINTIFFS are presently unaware of the precise amount of damages, but will
25 establish the same at trial according to proof.

26 53. As a direct and proximate result of the breach of the express warranties by
27 DEFENDANTS, and each of them, as alleged herein, PLAINTIFFS suffered consequential damage to
28 other components of the homes stemming from the failure of the concrete slabs, stucco, water

1 intrusion membranes, roofs, floors/floor coverings, walls, ceilings, drywall, cabinets, doors and
2 windows, sliding glass doors, shear walls, concrete flatwork, sheet metal, insulation, electrical
3 systems, heating, ventilation and air conditioning systems, pavement system, plumbing and plumbing
4 fixtures, irrigation systems, soils, grading, framing, stairs, foundations, garage doors, shower doors,
5 mirrors, drainage, paint, fences, fireplaces/chimneys, decks, and structural systems, among other areas,
6 as herein set forth.

7 54. PLAINTIFFS are informed and believe, and based thereon allege, that as a direct and
8 proximate result of the defects set forth herein, PLAINTIFFS have been subject to, among other
9 things, water intrusion at the SUBJECT PROPERTIES which has resulted in damage to various
10 personal property. The extent of the damage to personal property is currently unknown, but will be
11 added by amendment or established according to proof at trial.

12 55. PLAINTIFFS are informed and believe, and based thereon allege, that as a direct and
13 proximate result of the defects set forth herein, PLAINTIFFS have suffered damages in an amount as
14 alleged in Paragraphs 36-39 above and in an amount according to proof at the time of trial..

15 PRAYER FOR RELIEF

16 WHEREFORE, PLAINTIFFS pray for judgment against DEFENDANTS, and each of them, as
17 hereinafter appears.

- 18 1. For declaratory relief regarding the arbitrability of certain claims;
- 19 2. For a ruling that, pursuant to A.R.S. § 12-3009, PLAINTIFFS' Notice(s) initiated any
20 enforceable arbitration proceedings;
- 21 3. For interim remedies to protect the effectiveness of any enforceable arbitration
22 proceedings;
- 23 4. For the Court to stay any claims in this action which are subject to Arbitration;
- 24 5. For damages according to proof thereof;
- 25 6. For expenses and costs of suit herein;
- 26 7. For attorneys' fees, expert witness fees, and non-taxable expenses reasonably incurred
27 to obtain compensation for the defective conditions pursuant to A.R.S. §§ 12-341, 12-
28 341.01, and 12-1364, any applicable contractual provisions, the common-fund doctrine,

- 1 and other applicable law;
- 2 8. For interest thereon at the maximum legal rate;
- 3 9. For prejudgment interest on all sums awarded at the maximum legal rate; and
- 4 10. For such other and further relief as the court may deem just and proper.
- 5

6 RESPECTFULLY SUBMITTED this 25th day of June, 2015.

7 SHINNICK & RYAN, LLP

8

9

10 By:  for

11 Luke P. Ryan, Esq.
12 Jennifer Kaelin Franco, Esq.
13 5635 N. Scottsdale Rd., Suite 170
14 Scottsdale, Arizona 85250
15 Attorneys for Plaintiff

16

17

18

19

20

21

22

23

24

25

26

27

28

COPY

JUN 25 2015



MICHAEL K. JEANES, CLERK
C. LOPEZ
DEPUTY CLERK

Luke P. Ryan, Esq., SBN 022675
Jennifer Kaelin Franco, Esq. SBN 030771
SHINNICK & RYAN LLP
5635 N. Scottsdale Road, Suite 170
Scottsdale, AZ 85250
Tel: (480) 729-6250
Fax: (480) 522-1983
E-Mail: azminuteentries@ssllplaw.com
Attorneys for Plaintiffs

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

FRANK GAMBA and PATRICIA A. GAMBA;
ARGUN and GINA ARBAY; KENT and
SANDRA BRENECKE, INDIVIDUALLY AND
AS TRUSTEES OF BRENECKE LIVING
TRUST; DAVID T. and DEBORAH M. HARPER;
EDWIN and PATRICIA HUBAND; LARRY and
DEBORAH PATTON; DENVER L. PITTMAN;
RONALD J. FULTON and ALETH L. FULTON;

Plaintiffs,

vs.

ANTHEM ARIZONA, L.L.C., an Arizona Limited
Liability Company; DEL WEBB'S COVENTRY
HOMES, INC., an Arizona Corporation; and DOES
1-500 inclusive,

Defendants.

Case No.: **CV2015-052560**

**CERTIFICATE REGARDING EXPERT
TESTIMONY PURSUANT TO
A.R.S. § 12-2602**

Plaintiffs, through counsel undersigned, hereby certify, pursuant to A.R.S. § 12-2602,

////

////

////

////

////

1 that expert testimony will be necessary to prove the Defendants' liability in the above-
2 captioned matter.

3 RESPECTFULLY SUBMITTED this 25th day of June, 2015.

4 SHINNICK & RYAN, LLP

5
6 By: 

7 Luke P. Ryan, Esq.
8 Jennifer Kaelin Franco, Esq.
9 5635 N. Scottsdale Rd., Suite 170
10 Scottsdale, Arizona 85250
11 *Attorneys for Plaintiff*

COPY

JUN 25 2015



MICHAEL K. JEANES, CLERK
C. LOPEZ
DEPUTY CLERK

1 Luke P. Ryan, Esq., SBN 022675
2 Jennifer Kaelin Franco, Esq. SBN 030771
3 SHINNICK & RYAN LLP
4 5635 N. Scottsdale Road, Suite 170
5 Scottsdale, AZ 85250
6 Tel: (480) 729-6250
7 Fax: (480) 522-1983
8 E-Mail: azminuteentries@ssllplaw.com
9 Attorneys for Plaintiffs

10 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

11 IN and FOR THE COUNTY OF MARICOPA

12 CV2015-052560

13 Case No.:

14 CERTIFICATE OF COMPULSORY
15 ARBITRATION

16 FRANK GAMBA and PATRICIA A. GAMBA;
17 ARGUN and GINA ARBAY; KENT and
18 SANDRA BRENNECKE, INDIVIDUALLY AND
19 AS TRUSTEES OF BRENNECKE LIVING
20 TRUST; DAVID T. and DEBORAH M. HARPER;
21 EDWIN and PATRICIA HUBAND; LARRY and
22 DEBORAH PATTON; DENVER L. PITTMAN;
23 RONALD J. FULTON and ALETH I. FULTON;

24 Plaintiffs,

25 vs.

26 ANTHEM ARIZONA, L.L.C., an Arizona Limited
27 Liability Company; DEL WEBB'S COVENTRY
28 HOMES, INC., an Arizona Corporation; and DOES
1-500 inclusive,

Defendants.

29 The undersigned certifies that the largest award sought by the Plaintiffs, excluding interest,
30 attorneys' fees, and costs *does* exceed limits set by Local Rules for Compulsory Arbitration. This case

31 ////

32 ////

33 ////

34 ////

CERTIFICATE OF COMPULSORY ARBITRATION

1 *is not* subject to the Uniform Rules of Procedure for Arbitration.

2 RESPECTFULLY SUBMITTED this 25th day of June, 2015.

3 SHINNICK & RYAN, LLP

4
5
6 By: 

Luke P. Ryan, Esq.
Jennifer Kaelin Franco, Esq.
5635 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85250
Attorneys for Plaintiff

1 William A. Nebeker, Esq., State Bar No. 004919
Troy G. Allen, Esq., State Bar No. 020093
2 **KOELLER, NEBEKER, CARLSON & HALUCK LLP**
3200 North Central Avenue, Suite 2250
3 Phoenix, Arizona 85012
4 Telephone: (602) 256-0000
Facsimile: (602) 256-2488

5 Nebeker@knchlaw.com
6 Troy.Allen@knchlaw.com

7 *Attorneys for Defendants Anthem Arizona, L.L.C. and Del Webb's Coventry Homes, Inc., and*
8 *Third-Party Plaintiffs*

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

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

11 **FRANK GAMBA and PATRICIA A. GAMBA;**
12 **ARGUN and GINA ARBAY; KENT and**
13 **SANDRA BRENNECKE, individually and as**
14 **trustees of BRENNECKE LIVING TRUST;**
15 **DAVID T. and DEBORAH M. HARPER;**
16 **EDWIN and PATRICIA HUBAND; LARRY and**
17 **DEBORAH PATTON; DENVER L. PITTMAN;**
18 **and RONALD J. FULTON and ALETH I.**
19 **FULTON,**

20 **Plaintiffs,**

21 **v.**

22 **ANTHEM ARIZONA, L.L.C., an Arizona**
23 **Limited Liability Company; DEL WEBB'S**
24 **COVENTRY HOMES, INC., an Arizona**
25 **Corporation; and DOES 1-500 inclusive,**

26 **Defendants.**

27 **ANTHEM ARIZONA L.L.C., an Arizona**
28 **Limited Liability Company; DEL WEBB'S**
COVENTRY HOMES, INC., an Arizona
Corporation; DEL WEBB HOME
CONSTRUCTION, INC., an Arizona
Corporation; and DEL WEBB'S COVENTRY
HOMES CONSTRUCTION CO., an Arizona
Corporation; PULTE HOME CORPORATION,
a Michigan Corporation; and PULTE
DEVELOPMENT CORPORATION, a Michigan
Corporation,

Case No. CV2015-052560

DEFENDANTS ANTHEM
ARIZONA, LLC, AND DEL
WEBB'S COVENTRY HOMES,
INC.'S, ANSWER

AND

THIRD-PARTY PLAINTIFFS'
THIRD-PARTY COMPLAINT

(Assigned to The Honorable John R.
Hannah, Jr.)

Third-Party Plaintiffs,

v.

**ANSE, INC., dba ARIZONA STATE
PLASTERING, INC., an Arizona Corporation;
AUSTIN ELECTRIC, INC., an Arizona
Corporation; BEAN DRYWALL INC., an
Arizona Corporation; BREWER
ENTERPRISES, INC., an Arizona Corporation;
CANYON STATE DRYWALL, INC., an Arizona
Corporation; CHAS ROBERTS AIR
CONDITIONING, INC., an Arizona
Corporation; COMPLETE DRYWALL, INC.,
an Arizona Corporation; CTI OF MARYLAND,
INC. (FN) dba CREATIVE TOUCH
INTERIORS, INC., a Maryland Corporation;
DIVERSIFIED ROOFING CORPORATION, an
Arizona Corporation; M & S SPECIALTIES,
INC., an Arizona Corporation; PARAMOUNT
WINDOWS, LLC, an Arizona Limited Liability
Company; ROADRUNNER DRYWALL CORP.,
an Arizona Corporation; ROYCE WALLS OF
PHOENIX, INC., an Arizona Corporation;
S.A.W. LATH & STUCCO, INC., an Arizona
Corporation; SCHUCK & SONS
CONSTRUCTION CO., INC., an Arizona
Corporation; SHARICO ENTERPRISES INC.,
an Arizona Corporation; SONORAN AIR INC.,
an Arizona Corporation; SONORAN
CONCRETE, LLC, an Arizona Limited Liability
Company; SPECIALTY ROOFING, INC., an
Arizona Corporation; STUCCO SYSTEMS,
LLC, an Arizona Limited Liability Company;
and THOMAS ELECTRIC, INC., an Arizona
Corporation,**

Third-Party Defendants.

Defendants Anthem Arizona, L.L.C., and Del Webb's Coventry Homes, Inc. (hereinafter, "Del Webb"), through undersigned counsel, hereby offer the following for their Answer to the Complaint filed June 25, 2015, and do hereby admit, deny and allege as follows:

1 **PREFACE**

2 Del Webb denies each and every allegation of the Complaint, except as expressly herein
3 admitted, qualified, or otherwise answered, and any factual averment admitted is admitted only
4 as to the specific facts and not as to any conclusions, characterizations, implications, or
5 speculation contained in any averment or in the Complaint as a whole. Del Webb also
6 specifically denies any allegations contained in headings, prayers for relief, or unnumbered
7 paragraphs in the Complaint.
8

9 **PRELIMINARY ALLEGATIONS**
10

11 1. Del Webb is without sufficient information to admit or deny the allegations
12 contained in paragraph 1 and therefore denies them.
13

14 2. Del Webb is without sufficient information to admit or deny the allegations
15 contained in paragraph 2 and therefore denies them.
16

17 3. Del Webb is without sufficient information to admit or deny the allegations
18 contained in paragraph 3 and therefore denies them.
19

20 4. Del Webb admits that Anthem Arizona, LLC, is an Arizona limited liability
21 company doing business in Arizona and that it sold various properties in Anthem Parkside in
22 Anthem, Arizona ("the Project"). Del Webb further admits that Del Webb's Coventry Homes,
23 Inc., is an Arizona corporation doing business in Arizona. Del Webb denies the remaining
24 allegations contained in paragraph 4.
25

26 5. Del Webb is without sufficient information to admit or deny the allegations
27 contained in paragraph 5 and therefore denies them.
28

6. Del Webb denies the remaining allegations contained in paragraph 6.

1 7. Del Webb denies the remaining allegations contained in paragraph 7.

2 8. Del Webb is without sufficient information to admit or deny the allegations
3 contained in paragraph 8 and therefore denies them.
4

5 9. Del Webb is without sufficient information to admit or deny the allegations
6 contained in paragraph 9 and therefore denies them.
7

8 10. Del Webb denies the allegations contained in paragraph 10.

9 11. Del Webb is without sufficient information to admit or deny the allegations
10 contained in paragraph 11 and therefore denies them.
11

12 **FIRST CAUSE OF ACTION**

13 **(Declaratory Relief)**
14

15 12. Del Webb realleges and incorporates by reference herein its responses to
16 paragraphs 1 through 11 of the Complaint.

17 13. Del Webb is without sufficient information to admit or deny the allegations
18 contained in paragraph 13 and therefore denies them.
19

20 14. Del Webb is without sufficient information to admit or deny the allegations
21 contained in paragraph 14 and therefore denies them.
22

23 15. Del Webb is without sufficient information to admit or deny the allegations
24 contained in paragraph 15 and therefore denies them.

25 16. Del Webb is without sufficient information to admit or deny the allegations
26 contained in paragraph 16 and therefore denies them.
27
28

1 17. This paragraph calls for a legal conclusion and thus no response is required. To
2 the extent a response is required, Del Webb is without sufficient information to admit or deny
3 the allegations contained in paragraph 17 and therefore denies them.
4

5 18. This paragraph calls for a legal conclusion and thus no response is required. To
6 the extent a response is required, Del Webb is without sufficient information to admit or deny
7 the allegations contained in paragraph 18 and therefore denies them.
8

9 19. Del Webb is without sufficient information to admit or deny the allegations
10 contained in paragraph 19 and therefore denies them.
11

12 20. Del Webb is without sufficient information to admit or deny the allegations
13 contained in paragraph 20 and therefore denies them.
14

15 21. Del Webb is without sufficient information to admit or deny the allegations
16 contained in paragraph 21 and therefore denies them.
17

18 22. Del Webb is without sufficient information to admit or deny the allegations
19 contained in paragraph 22 and therefore denies them.
20

21 23. This paragraph calls for a legal conclusion and thus no response is required. To
22 the extent a response is required, Del Webb is without sufficient information to admit or deny
23 the allegations contained in paragraph 23 and therefore denies them.
24

25 24. This paragraph calls for a legal conclusion and thus no response is required. To
26 the extent a response is required, Del Webb is without sufficient information to admit or deny
27 the allegations contained in paragraph 24 and therefore denies them.
28

1 25. This paragraph calls for a legal conclusion and thus no response is required. To
2 the extent a response is required, Del Webb is without sufficient information to admit or deny
3 the allegations contained in paragraph 25 and therefore denies them.
4

5 26. This paragraph calls for a legal conclusion and thus no response is required. To
6 the extent a response is required, Del Webb is without sufficient information to admit or deny
7 the allegations contained in paragraph 26 and therefore denies them.
8

9 **SECOND CAUSE OF ACTION**

10 **(Breach of the Implied Warranty of Workmanship and Habitability Against All**
11 **Defendants)**
12

13 27. Del Webb realleges and incorporates by reference herein its responses to
14 paragraphs 1 through 26 of the Complaint.
15

16 28. Del Webb is without sufficient information to admit or deny the allegations
17 contained in paragraph 28 and therefore denies them.
18

19 29. Del Webb is without sufficient information to admit or deny the allegations
20 contained in paragraph 29 and therefore denies them.
21

22 30. Del Webb denies the allegations contained in paragraph 30.
23

24 31. Del Webb denies the allegations contained in paragraph 31.
25

26 32. Del Webb denies the allegations contained in paragraph 32.
27

28 33. Del Webb is without sufficient information to admit or deny the allegations
contained in paragraph 33 and therefore denies them.

34. This paragraph calls for a legal conclusion and thus no response is required. To the extent a response is required, Del Webb is without sufficient information to admit or deny the allegations contained in paragraph 34 and therefore denies them.

35. Del Webb denies the allegations contained in paragraph 35.

36. Del Webb denies the allegations contained in paragraph 36.

37. Del Webb is without sufficient information to admit or deny the allegations contained in paragraph 37 and therefore denies them.

38. Del Webb denies the allegations contained in paragraph 38.

39. This paragraph calls for a legal conclusion and thus no response is required. To the extent a response is required, Del Webb is without sufficient information to admit or deny the allegations contained in paragraph 39 and therefore denies them.

40. Del Webb is without sufficient information to admit or deny the allegations contained in paragraph 40 and therefore denies them.

THIRD CAUSE OF ACTION

(Breach of Contract Against All Defendants)

41. Del Webb realleges and incorporates by reference herein its responses to paragraphs 1 through 40 of the Complaint.

42. Del Webb denies the allegations contained in paragraph 42.

43. Del Webb is without sufficient information to admit or deny the allegations contained in paragraph 43 and therefore denies them.

1 44. Del Webb is without sufficient information to admit or deny the allegations
2 contained in paragraph 44 and therefore denies them.

3 45. Del Webb denies the allegations contained in paragraph 45.

4 46. Del Webb denies the allegations contained in paragraph 46.

5
6 **FOURTH CAUSE OF ACTION**

7
8 **(Negligence Against All Defendants)**

9 47. Del Webb realleges and incorporates by reference herein its responses to
10 paragraphs 1 through 46 of the Complaint.

11
12 48. Del Webb is without sufficient information to admit or deny the allegations
13 contained in paragraph 48 and therefore denies them.

14 49. Del Webb denies the allegations contained in paragraph 49.

15 50. Del Webb denies the allegations contained in paragraph 50.

16 51. Del Webb is without sufficient information to admit or deny the allegations
17 contained in paragraph 51 and therefore denies them.

18 52. Del Webb denies the allegations contained in paragraph 52.

19 53. Del Webb denies the allegations contained in paragraph 53.

20 54. Del Webb is without sufficient information to admit or deny the allegations
21 contained in paragraph 54 and therefore denies them.

22 55. Del Webb denies the allegations contained in paragraph 55.

23 ///

24 ///

1 **AFFIRMATIVE DEFENSES**

2 **(Failure to State a Cause of Action)**

3 1. The Complaint, and each and every portion thereof, fails to set forth facts
4 sufficient to constitute any viable cause of action as against Del Webb.
5

6 **(Estoppel)**

7 2. By virtue of Plaintiffs' own acts, representations and conduct, Plaintiffs are
8 estopped from asserting any claims against Del Webb.
9

10 **(Waiver)**

11 3. By virtue of Plaintiffs' own acts, representations and conduct, Plaintiffs have
12 waived any right to assert any claims against Del Webb.
13

14 **(Failure to Mitigate)**

15 4. Plaintiffs have failed to make reasonable efforts to mitigate their damages, if any,
16 in whole or in part.
17

18 **(Comparative Negligence)**

19 5. If, at or about the time and place referenced in the Complaint, Plaintiffs were
20 caused to suffer any injury or damages, which Del Webb denies, any such injury or damage was
21 proximately and legally caused and contributed to by the negligence and fault of Plaintiffs, and
22 said negligence and fault of Plaintiffs reduces, pro rata, any recovery available to Plaintiffs.
23

24 **(Third-Party Comparative Indemnity)**

25 6. Without admitting that Plaintiffs have suffered, or will suffer, any damages or
26 injuries as a result of conduct alleged in the Complaint, Del Webb alleges that any damages or
27 injuries which were or will be sustained by Plaintiffs were caused in whole or in part, by the
28 negligence and/or tortious acts, omissions and/or conduct of persons, parties or entities other

1 than Del Webb. Any damages recoverable by Plaintiffs must be diminished in proportion to the
2 amount of fault attributable to said other persons, parties or entities.

3 **(Third-Party Negligence)**

4 7. The resulting injuries and damages, if any, sustained by Plaintiffs were not
5 proximately caused by any acts or omissions of Del Webb. Del Webb is informed and believes
6 that the damages and injuries, if any, which were or will be sustained by Plaintiffs were
7 proximately caused by the actions and/or inaction of third parties and that, by virtue of said
8 actions and/or inaction, Del Webb has no legal liability to Plaintiffs.
9

10 **(No Attorneys Fees)**

11 8. Plaintiffs have failed to allege any basis that would entitle them to reimbursement
12 for attorneys' fees allegedly incurred in this litigation. No such basis exists, and Plaintiffs are
13 not entitled to reimbursement.
14

15 **(Statute of Repose)**

16 9. Some Plaintiffs have failed to comply with A.R.S. § 12-552 by failing to bring
17 their contract-based claims in a timely manner and no tolling saves their claims.
18

19 **(Statute of Limitation)**

20 10. Some Plaintiffs have failed to comply with the applicable statute of limitation for
21 one or more of their claims.
22

23 **(Right-to-Repair Statute)**

24 11. Some Plaintiffs have failed to comply with A.R.S. § 12-1361, et seq., the
25 Purchaser Dwelling Act ("PDA"), and thus their claims must be dismissed. Del Webb reserves
26 its right, as information is learned, to allege non-compliance with the PDA, in whole or part.
27
28

1 **(Arbitration Requirement)**

2 12. Some Plaintiffs, as original owners of their homes who executed contracts with
3 Del Webb, are required to pursue their claims in arbitration. In addition, some Plaintiffs, as
4 subsequent owners, are required to pursue their claims in arbitration under the project Covenants,
5 Conditions, and Restrictions ("CC&Rs"). As such, their claims must be dismissed from this
6 action.
7

8 **(Improper Negligence Claim)**

9
10 13. Plaintiffs cannot pursue recovery in tort for any alleged damages. As such, their
11 negligence claims must be dismissed.
12

13 **(Incorporation of Affirmative Defenses)**

14 14. Del Webb hereby reserves its right to plead further affirmative defenses including,
15 but not limited to, those affirmative defenses set forth in Rules 8(c) and 12(b), *Arizona Rules of*
16 *Civil Procedure*, as may be justified by facts uncovered during discovery.
17

18 WHEREFORE, having fully answered the Complaint, Del Webb prays for the following
19 relief:

- 20 1. This Court dismiss the Complaint, with prejudice;
21 2. Del Webb be awarded its costs, expenses, and reasonable attorneys' fees and
22 expert fees; and
23 3. For such other relief as this Court may deem just and appropriate.
24

25 ///

26 ///

27 ///

1 DATED this 28th day of August, 2015.

2 **KOELLER NEBEKER**
3 **CARLSON & HALUCK, LLP**

4
5 By /S/ Troy G. Allen
6 William A. Nebeker, Esq.
7 Troy G. Allen, Esq.
8 *Attorneys for Defendants Anthem Arizona, LLC,*
9 *and Del Webb's Coventry Homes, Inc., and*
10 *Third-Party Plaintiffs*

11 ///

12 ///

13 ///

14 **THIRD-PARTY COMPLAINT**

15 Defendants/Third-Party Plaintiffs Anthem Arizona, LLC, and Del Webb's Coventry
16 Homes, Inc., and Third-Party Plaintiffs Del Webb Home Construction, Inc., Del Webb's
17 Coventry Homes Construction Co., Pulte Home Corporation, and Pulte Development
18 Corporation (hereinafter collectively, "Del Webb"), through undersigned counsel and pursuant to
19 Rule 14, *Arizona Rules of Civil Procedure*, allege the following against Third-Party Defendants:

20 **GENERAL ALLEGATIONS**

21 1. Defendant/Third-Party Plaintiff Anthem Arizona, LLC, was at all times material
22 hereto an Arizona limited liability company authorized to do business and was doing business
23 within the County of Maricopa, State of Arizona.

24 2. Defendant/Third-Party Plaintiff Del Webb's Coventry Homes, Inc., was at all
25 times material hereto an Arizona corporation authorized to do business and was doing business
26 within the County of Maricopa, State of Arizona.
27
28

1 3. Third-Party Plaintiff Del Webb Home Construction, Inc., was at all times material
2 hereto an Arizona corporation authorized to do business and was doing business within the
3 County of Maricopa, State of Arizona.

4 4. Third-Party Plaintiff Del Webb's Coventry Homes Construction Co. was at all
5 times material hereto an Arizona corporation authorized to do business and was doing business
6 within the County of Maricopa, State of Arizona.

7 5. Third-Party Plaintiff Pulte Home Corporation was at all times material hereto a
8 Michigan corporation authorized to do business and was doing business within the County of
9 Maricopa, State of Arizona.

10 6. Third-Party Plaintiff Pulte Development Corporation was at all times material
11 hereto a Michigan corporation authorized to do business and was doing business within the
12 County of Maricopa, State of Arizona.

13 7. Upon information and belief, Third-Party Defendant ANSE, Inc., dba Arizona
14 State Plastering, Inc., was at all times material hereto an Arizona corporation authorized to do
15 business and was doing business within the County of Maricopa, State of Arizona.

16 8. Upon information and belief, Third-Party Defendant Austin Electric, Inc., was at
17 all times material hereto an Arizona corporation authorized to do business and was doing
18 business within the County of Maricopa, State of Arizona.

19 9. Upon information and belief, Third-Party Defendant Bean Drywall Inc. was at all
20 times material hereto an Arizona corporation authorized to do business and was doing business
21 within the County of Maricopa, State of Arizona.

1 10. Upon information and belief, Third-Party Defendant Brewer Enterprises, Inc.,
2 was at all times material hereto an Arizona corporation authorized to do business and was doing
3 business within the County of Maricopa, State of Arizona.

4 11. Upon information and belief, Third-Party Defendant Canyon State Drywall, Inc.,
5 was at all times material hereto an Arizona corporation authorized to do business and was doing
6 business within the County of Maricopa, State of Arizona.

7 12. Upon information and belief, Third-Party Defendant Chas Roberts Air
8 Conditioning, Inc., was at all times material hereto an Arizona corporation authorized to do
9 business and was doing business within the County of Maricopa, State of Arizona.

10 13. Upon information and belief, Third-Party Defendant Complete Drywall, Inc., was
11 at all times material hereto an Arizona corporation authorized to do business and was doing
12 business within the County of Maricopa, State of Arizona.

13 14. Upon information and belief, Third-Party Defendant CTI of Maryland, Inc. (FN),
14 dba Creative Touch Interiors, Inc., was at all times material hereto a Maryland corporation
15 authorized to do business and was doing business within the County of Maricopa, State of
16 Arizona.

17 15. Upon information and belief, Third-Party Defendant Diversified Roofing
18 Corporation was at all times material hereto an Arizona corporation authorized to do business
19 and was doing business within the County of Maricopa, State of Arizona.

20 16. Upon information and belief, Third-Party Defendant M&S Specialties, Inc., was
21 at all times material hereto an Arizona corporation authorized to do business and was doing
22 business within the County of Maricopa, State of Arizona.

1 17. Upon information and belief, Third-Party Defendant Paramount Windows, LLC,
2 was at all times material hereto an Arizona limited liability company authorized to do business
3 and was doing business within the County of Maricopa, State of Arizona.
4

5 18. Upon information and belief, Third-Party Defendant Roadrunner Drywall Corp.
6 was at all times material hereto an Arizona corporation authorized to do business and was doing
7 business within the County of Maricopa, State of Arizona.

8 19. Upon information and belief, Third-Party Defendant Royce Walls of Phoenix,
9 Inc., was at all times material hereto an Arizona corporation authorized to do business and was
10 doing business within the County of Maricopa, State of Arizona.
11

12 20. Upon information and belief, Third-Party Defendant S.A.W. Lath & Stucco, Inc.,
13 was 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.

15 21. Upon information and belief, Third-Party Defendant Schuck & Sons Construction
16 Co., Inc., was at all times material hereto an Arizona corporation authorized to do business and
17 was doing business within the County of Maricopa, State of Arizona.
18

19 22. Upon information and belief, Third-Party Defendant Sharico Enterprises Inc. was
20 at all times material hereto an Arizona corporation authorized to do business and was doing
21 business within the County of Maricopa, State of Arizona.
22

23 23. Upon information and belief, Third-Party Defendant Sonoran Air Inc. was at all
24 times material hereto an Arizona corporation authorized to do business and was doing business
25 within the County of Maricopa, State of Arizona.
26
27
28

1 24. Upon information and belief, Third-Party Defendant Sonoran Concrete, LLC, was
2 at all times material hereto an Arizona limited liability company authorized to do business and
3 was doing business within the County of Maricopa, State of Arizona.
4

5 25. Upon information and belief, Third-Party Defendant Specialty Roofing, Inc., was
6 at all times material hereto an Arizona corporation authorized to do business and was doing
7 business within the County of Maricopa, State of Arizona.

8 26. Upon information and belief, Third-Party Defendant Stucco Systems, LLC, was at
9 all times material hereto an Arizona limited liability company authorized to do business and was
10 doing business within the County of Maricopa, State of Arizona.
11

12 27. Upon information and belief, Third-Party Defendant Thomas Electric, Inc., was at
13 all times material hereto an Arizona corporation authorized to do business and was doing
14 business within the County of Maricopa, State of Arizona.

15 28. Third-Party Defendants performed work and supplied materials and products in
16 regard to various properties located in the Anthem Parkside project in Anthem, Arizona ("the
17 Project"), for and on behalf of Del Webb, pursuant to one or more written subcontracts.
18

19 29. Upon information and belief, pursuant to indemnity language contained in those
20 subcontracts, each Third-Party Defendant had and has an obligation to defend and indemnify Del
21 Webb and others for alleged defects arising from its respective work, professional services,
22 and/or materials and products.
23

24 30. On June 25, 2015, Plaintiffs, the owners of eight homes located in the Project,
25 represented by Luke Ryan and Jennifer Kaelin Franco of Shinnick & Ryan LLP, filed a
26 Complaint in this action alleging various construction defects.
27
28

31. If Plaintiffs' allegations are true, then any and all damages claimed by them arising therefrom are the direct and proximate cause of the defective, negligent, and/or careless construction work and/or professional services, or defective materials supplied, by Third-Party Defendants.

32. Each Third-Party Defendant expressly and impliedly warranted that its work would be performed in a good and workmanlike manner and be free from defect and that its products would not be defective.

33. Each Third-Party Defendant expressly agreed via subcontracts to obtain additional insurance endorsements naming Del Webb and others as additional insureds under its Commercial General Liability ("CGL") insurance policies.

34. Each Third-Party Defendant owed Del Webb a duty to ensure its work was performed in accordance with, among other things, applicable construction standards and codes and applicable project documents, including plans and specifications, and that its products were without defect and that its work was performed without negligence.

35. As a result of Plaintiffs' allegations, Del Webb has had, and will have, to incur expenses, including attorneys' fees, expert fees, and costs, related to this action.

FIRST CAUSE OF ACTION

(Express Indemnity)

36. Del Webb fully incorporates herein by reference all allegations contained in paragraphs 1 through 35 of this Third-Party Complaint.

37. Each subcontract for each Third-Party Defendant contained language pursuant to which each Third-Party Defendant agreed to indemnify and hold Del Webb and others harmless.

1 38. Pursuant to the express indemnity provisions contained in the subcontracts, Del
2 Webb is entitled to be indemnified for any and all losses incurred as a result of this action and
3 any related arbitration brought by Plaintiffs and/or repairs necessitated by the defective and/or
4 negligent work of, and/or defective products supplied by, Third-Party Defendants, including
5 without limitation, attorneys' fees, expert fees, costs, and any amount for which Del Webb may
6 be liable for or may have paid to Plaintiffs as a result of a settlement, compromise, and/or
7 judgment.
8

9 39. The acts of Third-Party Defendants are the direct and proximate cause, in whole
10 or in part, of the damages alleged by Plaintiffs and/or incurred by Del Webb.
11

12 40. Third-Party Defendants have failed to discharge their contractual duties to defend
13 and indemnify Del Webb in this action.

14 41. If Del Webb is held liable to Plaintiffs for all or part of said damages, Del Webb
15 is entitled to be indemnified by Third-Party Defendants for all such losses or damages Del Webb
16 may sustain, including any the result of settlement, compromise, and/or judgment.
17

18 42. As a result of the claims against and damages incurred by Del Webb, it has
19 become necessary for Del Webb to initiate this Third-Party Complaint, and therefore, Del Webb
20 is entitled to recover its reasonable attorneys' fees, expert fees, costs, and all other expenses
21 related in any way to this action and any related arbitration, including any amount paid as a result
22 of a settlement, compromise, and/or judgment.
23

24 **SECOND CAUSE OF ACTION**

25 (Breach of Contract)

26 43. Del Webb fully incorporates herein by reference all allegations contained in
27 paragraphs 1 through 42 of this Third-Party Complaint.
28

1 44. Del Webb entered into one or more subcontracts with Third-Party Defendants in
2 which each Third-Party Defendant agreed to name Del Webb and others as additional insureds
3 on the CGL policies of insurance procured and maintained by each Third-Party Defendant.

4 45. Third-Party Defendants also agreed under the one or more subcontracts with Del
5 Webb to obtain completed operations coverage under their CGL policies.

6 46. Third-Party Defendants also agreed under the one or more subcontracts with Del
7 Webb to conduct their work in a good and workmanlike manner in compliance with the plans
8 and specifications, applicable building codes and guidelines of the Arizona Registrar of
9 Contractors, and to complete work that is free from defects.

10 47. If Plaintiffs' allegations of construction defects are true, Third-Party Defendants
11 have breached their respective contracts by failing to perform their work or supply products in
12 compliance with said contractual obligations.

13 48. In addition, Third-Party Defendants have failed to discharge their contractual
14 duties to defend and indemnify Del Webb in this action.

15 49. Furthermore, Third-Party Defendants have failed to name Del Webb and others as
16 additional insureds on their CGL policies and failed to obtain completed operations coverage.

17 50. As the result of Third-Party Defendants' individual breaches of contract, Del
18 Webb has been damaged and incurred damages, including attorneys' fees, expert fees, and other
19 expenses.

20 51. Plaintiffs have asserted claims against Del Webb for damages to their homes,
21 which are the result, in whole or in part, of the acts and/or omissions of Third-Party Defendants.
22
23
24
25
26
27
28

1 52. Del Webb is entitled to be indemnified and held harmless by Third-Party
2 Defendants, and each of them, for their share of all such losses or damages Del Webb may
3 sustain, including any the result of settlement, compromise, and/or judgment.
4

5 53. As a result of the claims against and damages incurred by Del Webb, it has
6 become necessary for Del Webb to initiate this Third-Party Complaint, and therefore, Del Webb
7 is entitled to recover its reasonable attorneys' fees, expert fees, costs, and all other expenses
8 related in any way to this action and any related arbitration, including any amount paid as a result
9 of a settlement, compromise, and/or judgment.
10

11 THIRD CAUSE OF ACTION

12 (Breach of Implied Warranty of Habitability and Workmanship)

13 54. Del Webb fully incorporates herein by reference all allegations contained in
14 paragraphs 1 through 53 of this Third-Party Complaint.
15

16 55. Third-Party Defendants impliedly warranted that their materials would be of
17 merchantable quality and reasonably fit for its intended purpose and that the work and labor
18 performed under any agreement or instruction would be done in a careful and workmanlike
19 manner in conformance with Arizona construction standards and/or practices and all applicable
20 project documents, including the plans, specifications, and scopes of work.
21

22 56. Based upon the allegations raised by Plaintiffs and/or damages incurred by Del
23 Webb, the warranties referenced above provided by Third-Party Defendants have been breached
24 as the workmanship and labor were not performed in a workmanlike manner or in accordance
25 with Arizona construction standards and/or practices, and the materials were not reasonably fit
26 for their intended purpose and of a merchantable quality and free from defects.
27
28

1 57. As a result of these breaches of warranties, Del Webb will suffer direct
2 consequential damages in an amount not yet known, but in excess of this Court's minimal
3 jurisdictional amount.

4
5 58. As a result of the claims against and damages incurred by Del Webb, it has
6 become necessary for Del Webb to initiate this Third-Party Complaint, and therefore, Del Webb
7 is entitled to recover its reasonable attorneys' fees, expert fees, costs, and all other expenses
8 related in any way to this action and any related arbitration, including any amount paid as a result
9 of a settlement, compromise, and/or judgment.

10
11 **FOURTH CAUSE OF ACTION**

12 (Negligence)

13 59. Del Webb fully incorporates herein by reference all allegations contained in
14 paragraphs 1 through 58 of this Third-Party Complaint.

15 60. Third-Party Defendants owed a duty to Del Webb to ensure that their work would
16 be performed in a workmanlike manner and in accordance with Arizona construction standards
17 and practices, and that materials so provided would be free from material defects and/or fit for
18 their intended or represented purpose.

19
20 61. Third-Party Defendants knew, or should have known, that the breach of those
21 duties would cause damage to Del Webb, who relied upon Third-Party Defendants to perform
22 their work properly and according to applicable standards, and to provide products that were free
23 from material defects and were good for their respective and conjunctive intended and
24 represented purposes.

25
26 62. Based upon the allegations raised by Plaintiffs and/or damages incurred by Del
27 Webb, Third-Party Defendants breached their duties to Del Webb by negligently failing to
28

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

5 63. As a result of these breaches of warranties, Del Webb will suffer direct
6 consequential damages in an amount not yet known, but in excess of this Court's minimal
7 jurisdictional amount.

8 64. As a result of the claims against and damages incurred by Del Webb, it has
9 become necessary for Del Webb to initiate this Third-Party Complaint, and therefore, Del Webb
10 is entitled to recover its reasonable attorneys' fees, expert fees, costs, and all other expenses
11 related in any way to this action and any related arbitration, including any amount paid as a result
12 of a settlement, compromise, and/or judgment.
13

14 FIFTH CAUSE OF ACTION

15 (Common Law Implied Indemnity/Equitable Indemnity/Contribution)

16 65. Del Webb fully incorporates herein by reference all allegations contained in
17 paragraphs 1 through 64 of this Third-Party Complaint.
18

19 66. Del Webb is entirely without active fault with regard to the acts or omissions
20 giving rise to Plaintiffs' claims, and thus, they are entitled to recovery from Third-Party
21 Defendants.
22

23 67. Pursuant to the facts of this case and the parties' relationships, as well as Arizona
24 Common Law and the Restatement of Torts (Second) §886 B, Del Webb is entitled to Common
25 Law Indemnity from Third-Party Defendants for their reasonable attorneys' fees, expert fees,
26 costs, and all other expenses related in any way to this action and any related arbitration,
27 including any amount paid as a result of a settlement, compromise, and/or judgment.
28

1 68. Del Webb seeks recovery in common law indemnity under various bases,
2 including, without limitation, equity, unjust enrichment, tort, and contract.

3 WHEREFORE, Del Webb requests that this Court enter judgment in its favor and against
4 Third-Party Defendants as follows:

- 5
- 6 1. For direct and consequential damages in an amount to be proven at trial;
 - 7 2. For pre-judgment and post-judgment interest thereon at the statutory rate;
 - 8 3. For any amounts owing and/or paid in settlement, judgment, arbitration, or
9 compromise to Plaintiffs in any proceeding;
 - 10 4. For its attorneys' fees, expert fees, costs, and all other expenses incurred and
11 allowed under Sections 29 and 32 of the 2004-2006 Housing Contractor Master Agreements and
12 Section 20 of the 2007-2012 Master Trade Contractor Agreements; and
13
 - 14 5. For such other relief as this Court may deem just and appropriate.
- 15

16 DATED this 28th day of August, 2015.

17 **KOELLER NEBEKER**
18 **CARLSON & HALUCK, LLP**

19 By /s/ Troy G. Allen
20 William A. Nebeker, Esq.
21 Troy G. Allen, Esq.
22 Attorneys for Defendants Anthem Arizona, LLC,
23 and Del Webb's Coventry Homes, Inc., and
24 Third-Party Plaintiffs

25 **ORIGINAL** of the foregoing e-filed/*e-served this 28th day of August, 2015 upon:

26 The Honorable John R. Hannah, Jr.*
27 Maricopa County Superior Court
28 Northeast Regional Center
 18380 North 40th Street, Court-G
 Phoenix, Arizona 85032

1 COPY of the foregoing e-mailed this 28th day of August, 2015, to:

2 Luke P. Ryan, Esq.

3 Jennifer Kaelin Franco, Esq.

4 **SHINNICK & RYAN LLP**

5 5635 North Scottsdale Road, Suite 170

6 Scottsdale, Arizona 85250

7 *Attorneys for Plaintiffs*

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
By: /S/ Collette Wade

1 William A. Nebeker, Esq., State Bar No. 004919
2 Troy G. Allen, Esq., State Bar No. 020093
3 **KOELLER, NEBEKER, CARLSON & HALUCK LLP**
4 3200 North Central Avenue, Suite 2250
5 Phoenix, Arizona 85012
6 Telephone: (602) 256-0000
7 Facsimile: (602) 256-2488
8 Nebeker@knchlaw.com
9 Troy.Allen@knchlaw.com

10 *Attorneys for Defendants Anthem Arizona, L.L.C. and Del Webb's Coventry Homes, Inc., and*
11 *Third-Party Plaintiffs*

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

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

14 **FRANK GAMBA and PATRICIA A. GAMBA;**
15 **ARGUN and GINA ARBAY; KENT and**
16 **SANDRA BRENNECKE, individually and as**
17 **trustees of BRENNECKE LIVING TRUST;**
18 **DAVID T. and DEBORAH M. HARPER;**
19 **EDWIN and PATRICIA HUBAND; LARRY and**
20 **DEBORAH PATTON; DENVER L. PITTMAN;**
21 **and RONALD J. FULTON and ALETH I.**
22 **FULTON,**

23 **Plaintiffs,**

24 **v.**

25 **ANTHEM ARIZONA, L.L.C., an Arizona**
26 **Limited Liability Company; DEL WEBB'S**
27 **COVENTRY HOMES, INC., an Arizona**
28 **Corporation; and DOES 1-500 inclusive,**

Defendants.

ANTHEM ARIZONA L.L.C., an Arizona
Limited Liability Company; DEL WEBB'S
COVENTRY HOMES, INC., an Arizona
Corporation; DEL WEBB HOME
CONSTRUCTION, INC., an Arizona
Corporation; and DEL WEBB'S COVENTRY
HOMES CONSTRUCTION CO., an Arizona
Corporation; PULTE HOME CORPORATION,
a Michigan Corporation; and PULTE
DEVELOPMENT CORPORATION, a Michigan
Corporation,

Case No. CV2015-052560

DEFENDANTS ANTHEM
ARIZONA, LLC, AND DEL
WEBB'S COVENTRY HOMES,
INC.'S, CERTIFICATE
REGARDING COMPULSORY
ARBITRATION

(Assigned to The Honorable John R.
Hannah, Jr.)

Third-Party Plaintiffs,

v.

ANSE, INC., dba ARIZONA STATE
PLASTERING, INC., an Arizona Corporation;
AUSTIN ELECTRIC, INC., an Arizona
Corporation; BEAN DRYWALL INC., an
Arizona Corporation; BREWER
ENTERPRISES, INC., an Arizona Corporation;
CANYON STATE DRYWALL, INC., an Arizona
Corporation; CHAS ROBERTS AIR
CONDITIONING, INC., an Arizona
Corporation; COMPLETE DRYWALL, INC.,
an Arizona Corporation; CTI OF MARYLAND,
INC. (FN) dba CREATIVE TOUCH
INTERIORS, INC., a Maryland Corporation;
DIVERSIFIED ROOFING CORPORATION, an
Arizona Corporation; M & S SPECIALTIES,
INC., an Arizona Corporation; PARAMOUNT
WINDOWS, LLC, an Arizona Limited Liability
Company; ROADRUNNER DRYWALL CORP.,
an Arizona Corporation; ROYCE WALLS OF
PHOENIX, INC., an Arizona Corporation;
S.A.W. LATH & STUCCO, INC., an Arizona
Corporation; SCHUCK & SONS
CONSTRUCTION CO., INC., an Arizona
Corporation; SHARICO ENTERPRISES INC.,
an Arizona Corporation; SONORAN AIR INC.,
an Arizona Corporation; SONORAN
CONCRETE, LLC, an Arizona Limited Liability
Company; SPECIALTY ROOFING, INC., an
Arizona Corporation; STUCCO SYSTEMS,
LLC, an Arizona Limited Liability Company;
and THOMAS ELECTRIC, INC., an Arizona
Corporation,

Third-Party Defendants.

Defendants Anthem Arizona, L.L.C., and Del Webb's Coventry Homes, Inc., through
undersigned counsel and based upon the information known to date, hereby submit that this

1 matter, including third-party claims, is not subject to compulsory arbitration, as provided by
2 Rules 72 through 76, *Arizona Rules of Civil Procedure*.

3 DATED this 28th day of August, 2015.

4 **KOELLER NEBEKER**
5 **CARLSON & HALUCK, LLP**

6
7 By /S/ Troy G. Allen
8 William A. Nebeker, Esq.
9 Troy G. Allen, Esq.
10 *Attorneys for Defendants Anthem Arizona, LLC,*
and Del Webb's Coventry Homes, Inc., and
Third-Party Plaintiffs

11 **ORIGINAL** of the foregoing e-filed/*e-served this 28th day of August, 2015 upon.

12 The Honorable John R. Hannah, Jr.*
13 Maricopa County Superior Court
14 Northeast Regional Center
15 18380 North 40th Street, Court-G
Phoenix, Arizona 85032

16 **COPY** of the foregoing e-mailed this 28th day of August, 2015, to:

17 Luke P. Ryan, Esq.
18 Jennifer Kaelin Franco, Esq.
19 **SHINNICK & RYAN LLP**
20 5635 North Scottsdale Road, Suite 170
Scottsdale, Arizona 85250
Attorneys for Plaintiffs

21
22 By: /S/ Collette Wade
23
24
25
26
27
28

1 William A. Nebeker, Esq., State Bar No. 004919
2 Troy G. Allen, Esq., State Bar No. 020093
3 **KOELLER, NEBEKER, CARLSON & HALUCK LLP**
4 3200 North Central Avenue, Suite 2250
5 Phoenix, Arizona 85012
6 Telephone: (602) 256-0000
7 Facsimile: (602) 256-2488
8 Nebeker@knchlaw.com
9 Troy.Allen@knchlaw.com

10 *Attorneys for Defendants Anthem Arizona, L.L.C. and Del Webb's Coventry Homes, Inc., and*
11 *Third-Party Plaintiffs*

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

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

14 **FRANK GAMBA and PATRICIA A. GAMBA;**
15 **ARGUN and GINA ARBAY; KENT and**
16 **SANDRA BRENNECKE, individually and as**
17 **trustees of BRENNECKE LIVING TRUST;**
18 **DAVID T. and DEBORAH M. HARPER;**
19 **EDWIN and PATRICIA HUBAND; LARRY and**
20 **DEBORAH PATTON; DENVER L. PITTMAN;**
21 **and RONALD J. FULTON and ALETH I.**
22 **FULTON,**

23 **Plaintiffs,**

24 **v.**

25 **ANTHEM ARIZONA, L.L.C., an Arizona**
26 **Limited Liability Company; DEL WEBB'S**
27 **COVENTRY HOMES, INC., an Arizona**
28 **Corporation; and DOES 1-500 inclusive,**

Defendants.

ANTHEM ARIZONA L.L.C., an Arizona
Limited Liability Company; DEL WEBB'S
COVENTRY HOMES, INC., an Arizona
Corporation; DEL WEBB HOME
CONSTRUCTION, INC., an Arizona
Corporation; and DEL WEBB'S COVENTRY
HOMES CONSTRUCTION CO., an Arizona
Corporation; PULTE HOME CORPORATION,
a Michigan Corporation; and PULTE
DEVELOPMENT CORPORATION, a Michigan
Corporation,

Case No. CV2015-052560

DEFENDANTS ANTHEM
ARIZONA, LLC, AND DEL
WEBB'S COVENTRY HOMES,
INC.'S, DEMAND FOR JURY
TRIAL

(Assigned to The Honorable John R.
Hannah, Jr.)

Third-Party Plaintiffs,

v.

**ANSE, INC., dba ARIZONA STATE
PLASTERING, INC., an Arizona Corporation;
AUSTIN ELECTRIC, INC., an Arizona
Corporation; BEAN DRYWALL INC., an
Arizona Corporation; BREWER
ENTERPRISES, INC., an Arizona Corporation;
CANYON STATE DRYWALL, INC., an Arizona
Corporation; CHAS ROBERTS AIR
CONDITIONING, INC., an Arizona
Corporation; COMPLETE DRYWALL, INC.,
an Arizona Corporation; CTI OF MARYLAND,
INC. (FN) dba CREATIVE TOUCH
INTERIORS, INC., a Maryland Corporation;
DIVERSIFIED ROOFING CORPORATION, an
Arizona Corporation; M & S SPECIALTIES,
INC., an Arizona Corporation; PARAMOUNT
WINDOWS, LLC, an Arizona Limited Liability
Company; ROADRUNNER DRYWALL CORP.,
an Arizona Corporation; ROYCE WALLS OF
PHOENIX, INC., an Arizona Corporation;
S.A.W. LATH & STUCCO, INC., an Arizona
Corporation; SCHUCK & SONS
CONSTRUCTION CO., INC., an Arizona
Corporation; SHARICO ENTERPRISES INC.,
an Arizona Corporation; SONORAN AIR INC.,
an Arizona Corporation; SONORAN
CONCRETE, LLC, an Arizona Limited Liability
Company; SPECIALTY ROOFING, INC., an
Arizona Corporation; STUCCO SYSTEMS,
LLC, an Arizona Limited Liability Company;
and THOMAS ELECTRIC, INC., an Arizona
Corporation,**

Third-Party Defendants.

Defendants Anthem Arizona, L.L.C., and Del Webb's Coventry Homes, Inc., through undersigned counsel and pursuant to Rule 38(b), *Arizona Rules of Civil Procedure*, hereby request a trial by jury on all triable issues in this action, including all third-party claims.

1 DATED this 28th day of August, 2015.

2 **KOELLER NEBEKER**
3 **CARLSON & HALUCK, LLP**

4 By /S/ Troy G. Allen
5 William A. Nebeker, Esq.
6 Troy G. Allen, Esq.
7 *Attorneys for Defendants Anthem Arizona, LLC,*
8 *and Del Webb's Coventry Homes, Inc., and*
9 *Third-Party Plaintiffs*

10 **ORIGINAL** of the foregoing e-filed/*e-served this 28th day of August, 2015 upon.

11 The Honorable John R. Hannah, Jr.*
12 Maricopa County Superior Court
13 Northeast Regional Center
14 18380 North 40th Street, Court-G
15 Phoenix, Arizona 85032

16 **COPY** of the foregoing e-mailed this 28th day of August, 2015, to:

17 Luke P. Ryan, Esq.
18 Jennifer Kaelin Franco, Esq.
19 **SHINNICK & RYAN LLP**
20 5635 North Scottsdale Road, Suite 170
21 Scottsdale, Arizona 85250
22 *Attorneys for Plaintiffs*

23 By: /S/ Collette Wade
24
25
26
27
28

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

STATEMENT FOR SERVICE OF PROCESS

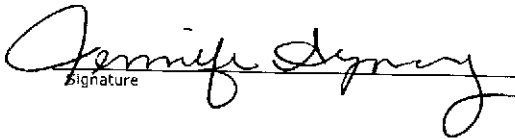
ENTITY NAME – give the exact name of the corporation or LLC as currently shown in A.C.C. records:

M & S Specialties, Inc.

A.C.C. FILE NUMBER: 08844695

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

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


Signature

Jennifer Aymong
Printed Name

11/03/2015
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.

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

User Id: LALONZO
Invoice No.: 4905889

Check Batch:
Invoice Date: 11/04/2015
Date Received: 11/04/2015
Customer No.:

ATTN:
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS -0884469-5 M & S SPECIALTIES, INC.	\$25.00
Total Documents: \$		25.00
	CHECK 3899	\$25.00
	PAYMENT	
Balance Due: \$		0.00

Corporate Maintenance

11/04/2015

State of Arizona Public Access System

9:21 AM

File Number: -0884469-5

Corp. Name: M & S SPECIALTIES, INC.

Domestic Address

10123 W WESTWIND DR

Second Address

PEORIA, AZ 85383

Agent: MICHAEL R DELEON

Status: APPOINTED 08/11/1999

Mailing Address:

10123 W WESTWIND DR

PEORIA, AZ 85383

Agent Last Updated: 06/07/2011

Business Type: CONSTRUCTION

Domicile: ARIZONA

County: MARICOPA

Corporation Type: BUSINESS

Life Period: PERPETUAL

Incorporation Date: 08/11/1999

Approval Date: 08/11/1999

Last A/R Received: 8 / 2015

Date A/R Entered: 07/07/2015

Next Report Due: 08/11/2016

Eric Henningsen

