



05325652

JUDI JERICH
Executive DirectorPATRICIA L. BARFIELD
Director
Corporations Division

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



ARIZONA CORPORATION COMMISSION

Date 12/11/15

D.V.C. CONSTRUCTION COMPANY, INC.
8550 NORTH 91ST AVE
STE 51
PEORIA, AZ 85345-8637

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 12/09/2015 as agent for D.V.C. CONSTRUCTION COMPANY, INC.:

Case caption: CONTINENTAL HOMES, INC. etal v.
INC. etal,

ADAMS BROS INTERIORS & CABINETS,

Case number: CV2015005016

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 -0162479-2

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



ARIZONA CORPORATION COMMISSION

JODI JERICH
Executive Director
PATRICIA L. BARFIELD
Director
Corporations Division

CERTIFICATE OF MAILING

The undersigned person certifies the following facts:

On **12/09/2015**, **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 **D.V.C. CONSTRUCTION COMPANY, INC..**

Case caption: **CONTINENTAL HOMES, INC. etal v. ADAMS BROS INTERIORS & CABINETS, INC. etal,**
Case number: **CV2015005016**
Court: **MARICOPA COUNTY, SUPERIOR COURT**

- | | |
|--|--|
| <input checked="" type="checkbox"/> Summons | <input type="checkbox"/> Default Judgment |
| <input 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 **12/11/2015**, the undersigned person placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to the entity at its last known place of business address, as follows:

D.V.C. CONSTRUCTION COMPANY, INC.
8550 NORTH 91ST AVE
STE 51
PEORIA, AZ 85345-8637

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: **12/11/2015**

Signature: *Trish Alonzo*

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

TB TIFFANY & BOSCO
P.A.

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

ORIGINAL

Attorneys for Plaintiffs

SUPERIOR COURT OF ARIZONA

COUNTY OF MARICOPA

CONTINENTAL HOMES, INC. d/b/a D.R.
HORTON – CONTINENTAL SERIES, a
Delaware corporation; CHI CONSTRUCTION
COMPANY, Arizona corporation, and DOES
1-100, inclusive

Plaintiffs,

v.

ADAMS BROS INTERIORS & CABINETS,
INC., an Arizona corporation; AIRTRON,
INC., a Delaware corporation; ALLIED
MASONRY, LLC, an Arizona limited liability
company; ALOHA GRADING, INC., an
Arizona corporation; AMERICAN
WOODMARK CORPORATION d/b/a
TIMBERLAKE CABINET CO., a Virginia
corporation; ARTISTIC STAIRS, LTD., an
Arizona corporation; ASPEN BLOCK, LLC,
an Arizona limited liability company;
ATRIUM WINDOWS AND DOORS, INC., an
Arizona corporation; AUSTIN ELECTRIC,
INC., an Arizona corporation; BAKKER'S
IRONWORKS, INC., an Arizona corporation;
BCI BEBOUT CONCRETE OF ARIZONA,
INC., an Arizona corporation; BRETSTAR,
INC. d/b/a D & M PAINTING, an Arizona
corporation; BREWER ENTERPRISES, INC.,
an Arizona corporation; BUILDER SERVICES
GROUP, INC. f/k/a MASCO CONTRACTOR
SERVICES CENTRAL, INC. d/b/a GALE
CONTRACTOR SERVICES, a Florida

CASE NO. CV2015-005016

SUMMONS

(Assigned to the Honorable Dawn
Bergin)

1 corporation; BURROWS CONCRETE, LLC,
2 an Arizona limited liability company;
3 CANYON STATE DRYWALL, INC., an
4 Arizona corporation; CATALINA ROOFING
5 AND SUPPLY, INC., an Arizona corporation;
6 CHAS ROBERTS AIR CONDITIONING,
7 INC., an Arizona corporation; CLAYTON
8 GLASS & ACCESSORIES, INC., an Arizona
9 corporation; DESERT VISTA, INC., an
10 Arizona corporation; DESIGN DRYWALL
11 WEST, INC., a Colorado corporation;
12 DIVERSIFIED BUILDER SUPPLY, INC., an
13 Arizona corporation; DIVERSIFIED
14 ROOFING CORPORATION, an Arizona
15 corporation; DIXON BROTHERS
16 INCORPORATED, an Arizona corporation;
17 DRRS PLUMBING SERVICES, LLC d/b/a
18 EPIC PLUMBING, an Arizona limited liability
19 company; DVC CONSTRUCTION
20 COMPANY, INC., an Arizona corporation;
21 EMPIRE PLASTERING, LLC, an Arizona
22 limited liability company; ERICKSON
23 CONSTRUCTION, LLC, an Arizona limited
24 liability company; EXECUTIVE PAINTING
25 ENTERPRISE, INC., an Arizona corporation;
26 GECKO UNDERGROUND UTILITIES, LLC,
an Arizona limited liability company;
HOLMES-HALLY INDUSTRIES INC. d/b/a
ANOZIRA DOOR SYSTEMS, a California
corporation; IMPERIAL IRONWORKS, LLC.,
an Arizona limited liability company;
INFINITY BUILDING PRODUCTS, LLC, an
Arizona limited liability company; J.R.
MCDADE CO., INC., an Arizona corporation;
KEN TILTON ELECTRIC, INC., an Arizona
corporation; LEVELLINE FRAMING, INC.,
an Arizona corporation; LMC
CONSTRUCTION, INC., an Arizona
corporation; LOFTCO, INC., an Arizona
corporation; MASCO FRAMING HOLDING
COMPANY I LLC d/b/a DOOR SALES &
INSTALLATIONS, LLC, an Arizona limited
liability company; MESA FULLY FORMED,
LLC, an Arizona limited liability company;
MITCHELL ELECTRIC COMPANY, INC.,
an Arizona corporation n/k/a IES
RESIDENTIAL, INC., a Delaware corporation;
MOCSON UNDERGROUND, LLC, an
Arizona limited liability company; NEW
ELECTRIC, INC., an Arizona corporation;
NORCRAFT COMPANIES, LP d/b/a MID
CONTINENT CABINETRY, a Delaware
limited partnership; OSBORNE STUCCO,
INC., an Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
PARAMOUNT WINDOWS, LLC, an Arizona

1 limited liability company; POCO VERDE
2 LANDSCAPE, INC. n/k/a POCO VERDE
3 POOLS AND LANDSCAPE, INC., an Arizona
4 corporation; L.R. BORELLI INC. d/b/a
5 PARTITIONS & ACCESSORIES, CO., an
6 Arizona corporation; ROADRUNNER
7 DRYWALL CORP., an Arizona corporation;
8 RUDOLFO BROS. PLASTERING, INC., an
9 Arizona corporation; RUDOLFO BROS.
10 MASONRY, LLC, an Arizona limited liability
11 company; SCHUCK & SONS
12 CONSTRUCTION CO., INC., an Arizona
13 corporation; SELECTBUILD ARIZONA,
14 LLC, an Arizona limited liability company;
15 SHARICO ENTERPRISES, INC., an Arizona
16 corporation; SOMBRERO PAINTING, INC.,
17 an Arizona corporation; SONORAN
18 CONCRETE, LLC, an Arizona limited liability
19 company; SPECIALTY ROOFING, INC., an
20 Arizona corporation; SUNBELTS
21 CONVEYERED AGGREGATE DELIVERY,
22 LLC., an Arizona limited liability company;
23 THOMAS ELECTRIC INC., an Arizona
24 corporation; UNITED SUBCONTRACTORS,
25 INC. D/B/A MESA INSULATION, an Utah
26 corporation; VALLEY GATE SERVICE,
INC., an Arizona corporation; VW DIG, LLC,
an Arizona limited liability company;
WAYNE-DALTON CORP., an Ohio
corporation; WESTERN STATES GLASS
AND BUILDING PRODUCTS, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING COMPANY, INC., an
Arizona corporation; WHITTON CONCRETE,
INC., an Arizona corporation; XO
WINDOWS, LLC, an Arizona limited liability
company; BLACK CORPORATIONS I-XX;
WHITE PARTNERSHIPS I-XX; and DOES I-
XX

Defendants.

STATE OF ARIZONA TO THE DEFENDANTS:

SEE ATTACHED EXHIBIT "A"

YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona - whether by

1 direct service, by registered or certified mail, or by publication - you shall appear and
2 defend within 30 days after the service of the Summons and Complaint upon you is
3 complete, exclusive of the day of service. Where process is served upon the Arizona
4 Director of Insurance as an insurer's attorney to receive service of legal process against it
5 in this state, the insurer shall not be required to appear, answer or plead until expiration
6 of 40 days after the date of such service upon the Director. Service by registered or
7 certified mail without the State of Arizona is complete 30 days after the date of filing the
8 receipt and affidavit of service with the Court. Service by publication is complete 30
9 days after the date of first publication. Direct service is complete when made. Service
10 upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the
11 Affidavit of Compliance and return receipt or Officer's Return. ARCP 4; RFLP 40; ARS
§§20-222; 28-2327.

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

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

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

23 //

24 //

25 //

26 //

1 The name and address of plaintiffs' attorneys are:

2 Rosary A. Hernandez, Esq.
3 Gregory E. Williams, Esq.
4 Ashley Zimmerman, Esq.
5 Tiffany & Bosco, P.A.
6 Seventh Floor Camelback Esplanade II
7 2525 East Camelback Road
8 Phoenix, Arizona 85016
9 (602) 255-6000

10 SIGNED AND SEALED this date: 12/3/15

11 MARICOPA COUNTY SUPERIOR COURT

12 By A. Shaman
13 Deputy Clerk

14 MICHAEL K. JEANES, CLERK

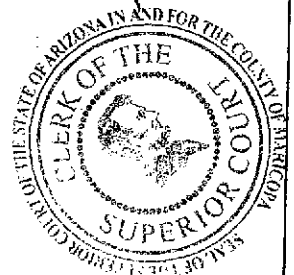


EXHIBIT "A"

DEFENDANT	STATUTORY AGENT
ADAMS BROS INTERIORS & CABINETS, INC.	Corporation Service Company 2338 W. Royal Palm Rd., Suite J Phoenix, AZ 85021
AIRTRON, INC.	4655 W. McDowell Rd. Phoenix, AZ 85035
ALLIED MASONRY, LLC	Jami D. Reinhardt 3775 N. 36 th Avenue Phoenix, AZ 85019
ALOHA GRADING, INC.	Guy W. Bluff 4205 N. 7 th Avenue, Suite 201 Phoenix, AZ 85013
AMERICAN WOODMARK CORPORATION dba TIMBERLAKE CABINET CO.	CT Corporation System 3800 N. Central Avenue, Suite 460 Phoenix, AZ 85012
ARTISTIC STAIRS, LTD.	CT Corporation System 3800 N. Central Avenue, Suite 460 Phoenix, AZ 85012
ASPEN BLOCK, LLC	Arizona Corporation Commission 1300 W. Washington Street Phoenix, AZ 85007
AUSTIN ELECTRIC, INC.	Arizona Corporation Commission 1300 W. Washington Street Phoenix, AZ 85007
BAKKER'S IRONWORKS, INC.	Donald J Bakker 2102 W Williams Drive Phoenix, AZ 85027
BCI BEBOUT CONCRETE OF ARIZONA, INC.	Arizona Corporation Commission 1300 W. Washington Street Phoenix, AZ 85007
BRETSTAR, INC. d/b/a D & M PAINTING	Daniel Males 1431 N. 27 th Ln. Phoenix, AZ 85009
BREWER ENTERPRISES, INC.	Mike Brewer 20601 N. 19 th Ave., Suite 150 Phoenix, AZ 85027
BUILDER SERVICES GROUP, INC. f/k/a MASCO CONTRACTOR SERVICES CENTRAL, INC. d/b/a GALE CONTRACTOR SERVICES	CT Corporation System 3800 N. Central Avenue, Suite 460 Phoenix, AZ 85012

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DEFENDANT	STATUTORY AGENT
BURROWS CONCRETE, LLC	Kenneth Rudisill 21448 N. 78 th Drive Peoria, AZ 85382
CANYON STATE DRYWALL, INC.	Jerry Mortensen 301 S. Westwood Mesa, AZ 85210
CATALINA ROOFING AND SUPPLY, INC.	Richard Chambliss 1122 E. Jefferson Phoenix, AZ 85034
CHAS ROBERTS AIR CONDITIONING, INC.	Christopher F. McCarthy Quintairos Prieto Wood & Boyer 2390 E. Camelback Road, Suite 440 Phoenix, AZ 85016
CLAYTON GLASS & ACCESSORIES, INC.	Jerry Grover 11625 N. 124 th Way Scottsdale, AZ 85259
DESERT VISTA, INC.	Paul Frame 8111 E. Indian Bend Road Scottsdale, AZ 85250
DESIGN DRYWALL WEST, INC.	Debra T. Stewart-Dillon 6950 W. Morelos Pl., #1 Chandler, AZ 85226
DIVERSIFIED ROOFING CORPORATION	Beverly Schouten 2015 W. Mountainview Rd. Phoenix, AZ 85021
DIVERSIFIED BUILDER SUPPLY, INC.	Jeff Schneck 1221 E. Osborn Road, #105 Phoenix, AZ 85014
DIXON BROTHERS, INCORPORATED	Arizona Corporation Commission 1300 W. Washington Street Phoenix, AZ 85007
DRRS PLUMBING SERVICES, LLC d/b/a EPIC PLUMBING	DG Service Corp. 80 E. Rio Salado Parkway, Suite 401 Tempe, AZ 85281
DVC CONSTRUCTION COMPANY, INC.	12475 W. Alice Ave. El Mirage, AZ 85335
EMPIRE PLASTERING, LLC	Arizona Corporation Commission 1300 W. Washington Street Phoenix, AZ 85007
ERICKSON CONSTRUCTION, LLC	CT Corporation System 2390 E. Camelback Rd.

1	DEFENDANT	STATUTORY AGENT
2		Phoenix, AZ 85016
3	EXECUTIVE PAINTING ENTERPRISE, INC.	Jeffery Johnson 48412 N. Black Canyon Hwy, #175 New River, AZ 85087
4		
5	GECKO UNDERGROUND UTILITIES, LLC	Richard Joseph 7070 W. Frier Drive Glendale, AZ 85303
6		
7	HOLMES-HALLY INDUSTRIES INC. d/b/a ANOZIRA DOOR SYSTEMS	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
8		
9	IMPERIAL IRONWORKS, LLC	Artemio Reategui 10240 W Bell Road, Suite D Sun City, AZ 85351
10		
11	INFINITY BUILDING PRODUCTS, LLC	Arizona Corporation Commission 1300 W. Washington Street Phoenix, AZ 85007
12		
13	J.R. MCDADE CO., INC.	David J. Evans 1355 E Northern Ave, Suite 1 Phoenix, AZ 85020
14		
15	KEN TILTON ELECTRIC, INC.	Ken Tilton 16035 N. 50th Avenue Glendale, AZ 85306
16		
17	LEVELLINE FRAMING, INC.	Kent A. Lang, Esq. 8767 E. Via De Commerciost, #102 Scottsdale, AZ 85258
18		
19	LMC CONSTRUCTION, INC	Bela Lestar 7360 E. Acoma Dr., Suite 10 Scottsdale, AZ 85260
20		
21	LOFTCO, INC.	Mark Sippola 1832 E. Deer Valley Rd. Phoenix, AZ 85024
22		
23	MASCO FRAMING HOLDING COMPANY I LLC dba DOOR SALES & INSTALLATIONS, LLC	CT Corporation System 3800 N. Central Avenue, Suite 460 Phoenix, AZ 85012
24		
25	MESA FULLY FORMED, LLC	Emily May Cassady 2153 N. Lemon Circle Mesa, AZ 85215
26		
	MITCHELL ELECTRIC COMPANY, INC. n/k/a IES RESIDENTIAL, INC.	CT Corporation System 2394 E. Camelback Rd. Phoenix, AZ 85016
	MOCSON UNDERGROUND, LLC	Arizona Corporation Commission 1300 W. Washington Street

DEFENDANT	STATUTORY AGENT
	Phoenix, AZ 85007
NEW ELECTRIC, INC.	David Puccio 3338 W. Vernon Ave. Phoenix, AZ 85009
NORCRAFT COMPANIES, LP d/b/a MID CONTINENT CABINETRY	CT Corporation System 3800 N. Central Avenue, Suite 460 Phoenix, AZ 85012
OSBORNE STUCCO, INC.	William Osborne 3714 E. Aspen Court Gilbert, AZ 85234
PALO VERDE PLASTERING, INC.	Brenda Ferra 23440 N. 35th Dr. Glendale, AZ 85310
PARAMOUNT WINDOWS, LLC	Sam Regina 3853 E. Wier Phoenix, AZ 85040
POCO VERDE LANDSCAPE, INC. n/k/a POCO VERDE POOLS AND LANDSCAPE, INC.	Henry Stein 2826 S. Carriage Lane, Suite 100 Mesa, AZ 85202
L.R. BORELLI INC. dba PARTITIONS & ACCESSORIES CO.	Jill King 1220 S. Pasadena Mesa, AZ 85210
ROADRUNNER DRYWALL CORP.	Mark Nuessle 1726 E. Deer Valley Rd. Phoenix, AZ 85024
RUDOLFO BROS. MASONRY, LLC	Jared Scarbrough Wright Welker & Pauole, PLC 10429 S. 51st Street, Suite 285 Phoenix, AZ 85044
SCHUCK & SONS CONSTRUCTION CO., INC.	Arizona Corporation Commission 1300 W. Washington Street Phoenix, AZ 85007
SELECTBUILD ARIZONA, LLC	Corporation Service Company 2338 W. Royal Palm Rd., Suite J Phoenix, AZ 85021
SHARICO ENTERPRISES, INC	RN Dickson P.O. Box 10310 Glendale, AZ 85318-0310
SOMBRERO PAINTING, INC.	Bill Sandy 101 E. Briles Rd. Phoenix, AZ 85085

DEFENDANT	STATUTORY AGENT
SONORAN CONCRETE, LLC	Arizona Corporation Commission 1300 W. Washington Street Phoenix, AZ 85007
SPECIALTY ROOFING, INC.	Julie A. Pace The Cavanagh Law Firm 1850 N. Central Avenue, #2400 Phoenix, AZ 85004
THOMAS ELECTRIC INC.	Pauline Thomas 7601 N. 74th Avenue Glendale, AZ 85303
UNITED SUBCONTRACTORS, INC., d/b/a MESA INSULATION	National Registered Agents, Inc. 3800 N. Central Avenue, Suite 460 Phoenix, AZ 85012
VALLEY GATE SERVICE, INC.	Mark E. Lasee 8601 N. Scottsdale Road, Suite 300 Scottsdale, AZ 85253
VW DIG, LLC	Justin Naylor 4302 E. Superior Ave. Phoenix, AZ 85040
WAYNE-DALTON CORP.	CT Corporation System 2390 E. Camelback Rd. Phoenix, AZ 85016
WESTERN STATES GLASS AND BUILDING PRODUCTS, INC.	D Jay Ryan 5415 E. High Street, Suite 200 Phoenix, AZ 85054
WESTY'S SOIL COMPACTING CO., INC.	Roderick Westfall 4302 E. Weldon Ave. Phoenix, AZ 85018
WHITTON CONCRETE, INC.	Homer Quist 49 N. Mesa Dr. Mesa, AZ 85201
XO WINDOWS, LLC	Gary L. Kelly 601 N. 44 th Avenue, Suite 102 Phoenix, AZ 85043

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

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

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

7 *Attorneys for Plaintiffs*

8 SUPERIOR COURT OF ARIZONA

9 COUNTY OF MARICOPA

10
11 CONTINENTAL HOMES, INC. d/b/a D.R.
12 HORTON – CONTINENTAL SERIES, a
Delaware corporation; CHI CONSTRUCTION
13 COMPANY, Arizona corporation, and DOES
1-100, inclusive

14 Plaintiffs,

15 v.

16 ADAMS BROS INTERIORS & CABINETS,
INC., an Arizona corporation; AIRTRON,
17 INC., a Delaware corporation; ALLIED
MASONRY, LLC, an Arizona limited liability
18 company; ALOHA GRADING, INC., an
Arizona corporation; AMERICAN
19 WOODMARK CORPORATION d/b/a
TIMBERLAKE CABINET CO., a Virginia
20 corporation; ARTISTIC STAIRS, LTD., an
Arizona corporation; ASPEN BLOCK, LLC,
an Arizona limited liability company;
21 ATRIUM WINDOWS AND DOORS, INC., an
Arizona corporation; AUSTIN ELECTRIC,
INC., an Arizona corporation; BAKKER'S
22 IRONWORKS, INC., an Arizona corporation;
BCI BEBOUT CONCRETE OF ARIZONA,
23 INC., an Arizona corporation; BRETSTAR,
INC. d/b/a D & M PAINTING, an Arizona
24 corporation; BREWER ENTERPRISES, INC.,
an Arizona corporation; BUILDER SERVICES
25 GROUP, INC. f/k/a MASCO CONTRACTOR
SERVICES CENTRAL, INC. d/b/a GALE
26 CONTRACTOR SERVICES, a Florida
corporation; BURROWS CONCRETE, LLC,

COPY

AUG 11 2015



MICHAEL K. JEANES, CLERK
B. COLWELL
DEPUTY CLERK

CV2015-005016

CASE NO.

CONTINENTAL HOMES, INC.
d/b/a D.R. HORTON –
CONTINENTAL SERIES AND
CHI CONSTRUCTION
COMPANY'S CERTIFICATE OF
COMPULSORY ARBITRATION

1 an Arizona limited liability company;
2 CANYON STATE DRYWALL, INC., an
3 Arizona corporation; CATALINA ROOFING
4 AND SUPPLY, INC., an Arizona corporation;
5 CHAS ROBERTS AIR CONDITIONING,
6 INC., an Arizona corporation; CLAYTON
7 GLASS & ACCESSORIES, INC., an Arizona
8 corporation; DESERT VISTA, INC., an
9 Arizona corporation; DESIGN DRYWALL
10 WEST, INC., a Colorado corporation;
11 DIVERSIFIED BUILDER SUPPLY, INC., an
12 Arizona corporation; DIVERSIFIED
13 ROOFING CORPORATION, an Arizona
14 corporation; DIXON BROTHERS
15 INCORPORATED, an Arizona corporation;
16 DRRS PLUMBING SERVICES, LLC d/b/a
17 EPIC PLUMBING, an Arizona limited liability
18 company; DVC CONSTRUCTION
19 COMPANY, INC., an Arizona corporation;
20 EMPIRE PLASTERING, LLC, an Arizona
21 limited liability company; ERICKSON
22 CONSTRUCTION, LLC, an Arizona limited
23 liability company; EXECUTIVE PAINTING
24 ENTERPRISE, INC., an Arizona corporation;
25 GECKO UNDERGROUND UTILITIES, LLC,
26 an Arizona limited liability company;
HOLMES-HALLY INDUSTRIES INC. d/b/a
ANOZIRA DOOR SYSTEMS, a California
corporation; IMPERIAL IRONWORKS, LLC.,
an Arizona limited liability company;
INFINITY BUILDING PRODUCTS, LLC, an
Arizona limited liability company; J.R.
MCDADE CO., INC., an Arizona corporation;
KEN TILTON ELECTRIC, INC., an Arizona
corporation; LEVELLINE FRAMING, INC.,
an Arizona corporation; LMC
CONSTRUCTION, INC., an Arizona
corporation; LOFTCO, INC., an Arizona
corporation; MASCO FRAMING HOLDING
COMPANY I LLC d/b/a DOOR SALES &
INSTALLATIONS, LLC, an Arizona limited
liability company; MESA FULLY FORMED,
LLC, an Arizona limited liability company;
MITCHELL ELECTRIC COMPANY, INC.,
an Arizona corporation n/k/a IES
RESIDENTIAL, INC., a Delaware corporation;
MOCSON UNDERGROUND, LLC, an
Arizona limited liability company; NEW
ELECTRIC, INC., an Arizona corporation;
NORCRAFT COMPANIES, LP d/b/a MID
CONTINENT CABINETRY, a Delaware
limited partnership; OSBORNE STUCCO,
INC., an Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
PARAMOUNT WINDOWS, LLC, an Arizona
limited liability company; POCO VERDE

1 LANDSCAPE, INC. n/k/a POCO VERDE
2 POOLS AND LANDSCAPE, INC., an Arizona
3 corporation; L.R. BORELLI INC. d/b/a
4 PARTITIONS & ACCESSORIES, CO., an
5 Arizona corporation; ROADRUNNER
6 DRYWALL CORP., an Arizona corporation;
7 RUDOLFO BROS. PLASTERING, INC., an
8 Arizona corporation; SCHUCK & SONS
9 CONSTRUCTION CO., INC., an Arizona
10 corporation; SELECTBUILD ARIZONA,
11 LLC, an Arizona limited liability company;
12 SHARICO ENTERPRISES, INC., an Arizona
13 corporation; SOMBRERO PAINTING, INC.,
14 an Arizona corporation; SONORAN
15 CONCRETE, LLC, an Arizona limited liability
16 company; SPECIALTY ROOFING, INC., an
17 Arizona corporation; SUNBELTS
18 CONVEYERED AGGREGATE DELIVERY,
19 LLC, an Arizona limited liability company;
20 THOMAS ELECTRIC INC., an Arizona
21 corporation; UNITED SUBCONTRACTORS,
22 INC. D/B/A MESA INSULATION, an Utah
23 corporation; VALLEY GATE SERVICE,
24 INC., an Arizona corporation; VW DIG, LLC,
25 an Arizona limited liability company;
26 WAYNE-DALTON CORP., an Ohio
corporation; WESTERN STATES GLASS
AND BUILDING PRODUCTS, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING COMPANY, INC., an
Arizona corporation; WHITTON CONCRETE,
INC., an Arizona corporation; XO
WINDOWS, LLC, an Arizona limited liability
company; BLACK CORPORATIONS I-XX;
WHITE PARTNERSHIPS I-XX; and DOES I-
XX

Defendants.

19 The undersigned hereby certifies that they know the dollar limits and any other
20 limitations set forth by the local rules of practice for the applicable superior court, and
21 further certifies that this case is not subject to compulsory arbitration, as provided by Rules
22 72 through 76 of the Arizona Rules of Civil Procedure.

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DATED this 11th day of August, 2015.

TIFFANY & BOSCO, P.A.

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

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



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P.A.

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Attorneys for Plaintiffs

SUPERIOR COURT OF ARIZONA

COUNTY OF MARICOPA

CONTINENTAL HOMES, INC. d/b/a D.R.
HORTON – CONTINENTAL SERIES, a
Delaware corporation; CHI CONSTRUCTION
COMPANY, Arizona corporation, and DOES
1-100, inclusive

Plaintiffs,

v.

ADAMS BROS INTERIORS & CABINETS,
INC., an Arizona corporation; AIRTRON,
INC., a Delaware corporation; ALLIED
MASONRY, LLC, an Arizona limited liability
company; ALOHA GRADING, INC., an
Arizona corporation; AMERICAN
WOODMARK CORPORATION d/b/a
TIMBERLAKE CABINET CO., a Virginia
corporation; ARTISTIC STAIRS, LTD., an
Arizona corporation; ASPEN BLOCK, LLC,
an Arizona limited liability company;
ATRIUM WINDOWS AND DOORS, INC., an
Arizona corporation; AUSTIN ELECTRIC,
INC., an Arizona corporation; BAKKER'S
IRONWORKS, INC., an Arizona corporation;
BCI BEBOUT CONCRETE OF ARIZONA,
INC., an Arizona corporation; BRETSTAR,
INC. d/b/a D & M PAINTING, an Arizona
corporation; BREWER ENTERPRISES, INC.,
an Arizona corporation; BUILDER SERVICES
GROUP, INC. f/k/a MASCO CONTRACTOR
SERVICES CENTRAL, INC. d/b/a GALE
CONTRACTOR SERVICES, a Florida
corporation; BURROWS CONCRETE, LLC,

COPY

AUG 11 2015



MICHAEL K. JEANES, CLERK
B. COLWELL
DEPUTY CLERK

CASE NO.

CV2015-005016

CONTINENTAL HOMES, INC.
d/b/a D.R. HORTON –
CONTINENTAL SERIES AND
CHI CONSTRUCTION
COMPANY'S CERTIFICATE
REGARDING EXPERT
TESTIMONY

1 an Arizona limited liability company;
2 CANYON STATE DRYWALL, INC., an
3 Arizona corporation; CATALINA ROOFING
4 AND SUPPLY, INC., an Arizona corporation;
5 CHAS ROBERTS AIR CONDITIONING,
6 INC., an Arizona corporation; CLAYTON
7 GLASS & ACCESSORIES, INC., an Arizona
8 corporation; DESERT VISTA, INC., an
9 Arizona corporation; DESIGN DRYWALL
10 WEST, INC., a Colorado corporation;
11 DIVERSIFIED BUILDER SUPPLY, INC., an
12 Arizona corporation; DIVERSIFIED
13 ROOFING CORPORATION, an Arizona
14 corporation; DIXON BROTHERS
15 INCORPORATED, an Arizona corporation;
16 DRRS PLUMBING SERVICES, LLC d/b/a
17 EPIC PLUMBING, an Arizona limited liability
18 company; DVC CONSTRUCTION
19 COMPANY, INC., an Arizona corporation;
20 EMPIRE PLASTERING, LLC, an Arizona
21 limited liability company; ERICKSON
22 CONSTRUCTION, LLC, an Arizona limited
23 liability company; EXECUTIVE PAINTING
24 ENTERPRISE, INC., an Arizona corporation;
25 GECKO UNDERGROUND UTILITIES, LLC,
26 an Arizona limited liability company;
HOLMES-HALLY INDUSTRIES INC. d/b/a
ANOZIRA DOOR SYSTEMS, a California
corporation; IMPERIAL IRONWORKS, LLC.,
an Arizona limited liability company;
INFINITY BUILDING PRODUCTS, LLC, an
Arizona limited liability company; J.R.
MCDADE CO., INC., an Arizona corporation;
KEN TILTON ELECTRIC, INC., an Arizona
corporation; LEVELLINE FRAMING, INC.,
an Arizona corporation; LMC
CONSTRUCTION, INC., an Arizona
corporation; LOFTCO, INC., an Arizona
corporation; MASCO FRAMING HOLDING
COMPANY I LLC d/b/a DOOR SALES &
INSTALLATIONS, LLC, an Arizona limited
liability company; MESA FULLY FORMED,
LLC, an Arizona limited liability company;
MITCHELL ELECTRIC COMPANY, INC.,
an Arizona corporation n/k/a IES
RESIDENTIAL, INC., a Delaware corporation;
MOCSON UNDERGROUND, LLC, an
Arizona limited liability company; NEW
ELECTRIC, INC., an Arizona corporation;
NORCRAFT COMPANIES, LP d/b/a MID
CONTINENT CABINETRY, a Delaware
limited partnership; OSBORNE STUCCO,
INC., an Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
PARAMOUNT WINDOWS, LLC, an Arizona
limited liability company; POCO VERDE

1 LANDSCAPE, INC. n/k/a POCO VERDE
2 POOLS AND LANDSCAPE, INC., an Arizona
3 corporation; L.R. BORELLI INC. d/b/a
4 PARTITIONS & ACCESSORIES, CO., an
5 Arizona corporation; ROADRUNNER
6 DRYWALL CORP., an Arizona corporation;
7 RUDOLFO BROS. PLASTERING, INC., an
8 Arizona corporation; SCHUCK & SONS
9 CONSTRUCTION CO., INC., an Arizona
10 corporation; SELECTBUILD ARIZONA,
11 LLC, an Arizona limited liability company;
12 SHARICO ENTERPRISES, INC., an Arizona
13 corporation; SOMBRERO PAINTING, INC.,
14 an Arizona corporation; SONORAN
15 CONCRETE, LLC, an Arizona limited liability
16 company; SPECIALTY ROOFING, INC., an
17 Arizona corporation; SUNBELTS
18 CONVEYERED AGGREGATE DELIVERY,
19 LLC, an Arizona limited liability company;
20 THOMAS ELECTRIC INC., an Arizona
21 corporation; UNITED SUBCONTRACTORS,
22 INC. D/B/A MESA INSULATION, an Utah
23 corporation; VALLEY GATE SERVICE,
24 INC., an Arizona corporation; VW DIG, LLC,
25 an Arizona limited liability company;
26 WAYNE-DALTON CORP., an Ohio
corporation; WESTERN STATES GLASS
AND BUILDING PRODUCTS, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING COMPANY, INC., an
Arizona corporation; WHITTON CONCRETE,
INC., an Arizona corporation; XO
WINDOWS, LLC, an Arizona limited liability
company; BLACK CORPORATIONS I-XX;
WHITE PARTNERSHIPS I-XX; and DOES I-
XX

Defendants.

Plaintiffs Continental Homes, Inc. d/b/a D.R. Horton – Continental Series and CHI Construction Company by and through undersigned counsel, hereby asserts that expert opinion testimony will be necessary to prove the standard of care, industry standard and/or liability for the claim.

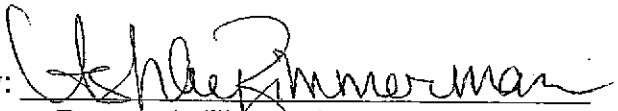
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1 DATED this 11th day of August, 2015.

2 TIFFANY & BOSCO, P.A.

3
4 By: 

5 Rosary A. Hernandez

6 Gregory E. Williams

7 Ashley N. Zimmerman

8 *Attorneys for Plaintiffs*

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

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Attorneys for Plaintiffs

SUPERIOR COURT OF ARIZONA

COUNTY OF MARICOPA

CV2015-005016

CONTINENTAL HOMES, INC. d/b/a D.R.
HORTON – CONTINENTAL SERIES, a
Delaware corporation; CHI CONSTRUCTION
COMPANY, Arizona corporation, and DOES
1-100, inclusive

Plaintiffs,

v.

ADAMS BROS INTERIORS & CABINETS,
INC., an Arizona corporation; AIRTRON,
INC., a Delaware corporation; ALLIED
MASONRY, LLC, an Arizona limited liability
company; ALOHA GRADING, INC., an
Arizona corporation; AMERICAN
WOODMARK CORPORATION d/b/a
TIMBERLAKE CABINET CO., a Virginia
corporation; ARTISTIC STAIRS, LTD., an
Arizona corporation; ASPEN BLOCK, LLC,
an Arizona limited liability company;
ATRIUM WINDOWS AND DOORS, INC., an
Arizona corporation; AUSTIN ELECTRIC,
INC., an Arizona corporation; BAKKER'S
IRONWORKS, INC., an Arizona corporation;
BCI BEBOUT CONCRETE OF ARIZONA,
INC., an Arizona corporation; BRETSTAR,
INC. d/b/a D & M PAINTING, an Arizona
corporation; BREWER ENTERPRISES, INC.,
an Arizona corporation; BUILDER SERVICES
GROUP, INC. f/k/a MASCO CONTRACTOR
SERVICES CENTRAL, INC. d/b/a GALE
CONTRACTOR SERVICES, a Florida
corporation; BURROWS CONCRETE, LLC,

CASE NO.

CONTINENTAL HOMES, INC.
d/b/a D.R. HORTON –
CONTINENTAL SERIES AND
CHI CONSTRUCTION
COMPANY'S DEMAND FOR
JURY TRIAL

COPY

AUG 11 2015



MICHAEL K. JEANES, CLERK
B. COLWELL
DEPUTY CLERK

an Arizona limited liability company;
1 CANYON STATE DRYWALL, INC., an
Arizona corporation; CATALINA ROOFING
2 AND SUPPLY, INC., an Arizona corporation;
CHAS ROBERTS AIR CONDITIONING,
3 INC., an Arizona corporation; CLAYTON
GLASS & ACCESSORIES, INC., an Arizona
4 corporation; DESERT VISTA, INC., an
Arizona corporation; DESIGN DRYWALL
5 WEST, INC., a Colorado corporation;
DIVERSIFIED BUILDER SUPPLY, INC., an
6 Arizona corporation; DIVERSIFIED
ROOFING CORPORATION, an Arizona
corporation; DIXON BROTHERS
7 INCORPORATED, an Arizona corporation;
DRRS PLUMBING SERVICES, LLC d/b/a
8 EPIC PLUMBING, an Arizona limited liability
company; DVC CONSTRUCTION
9 COMPANY, INC., an Arizona corporation;
EMPIRE PLASTERING, LLC, an Arizona
10 limited liability company; ERICKSON
CONSTRUCTION, LLC, an Arizona limited
11 liability company; EXECUTIVE PAINTING
ENTERPRISE, INC., an Arizona corporation;
12 GECKO UNDERGROUND UTILITIES, LLC,
an Arizona limited liability company;
13 HOLMES-HALLY INDUSTRIES INC. d/b/a
ANOZIRA DOOR SYSTEMS, a California
corporation; IMPERIAL IRONWORKS, LLC.,
14 an Arizona limited liability company;
INFINITY BUILDING PRODUCTS, LLC, an
15 Arizona limited liability company; J.R.
MCDADE CO., INC., an Arizona corporation;
16 KEN TILTON ELECTRIC, INC., an Arizona
corporation; LEVELLINE FRAMING, INC.,
17 an Arizona corporation; LMC
CONSTRUCTION, INC., an Arizona
18 corporation; LOFTCO, INC., an Arizona
corporation; MASCO FRAMING HOLDING
19 COMPANY I LLC d/b/a DOOR SALES &
INSTALLATIONS, LLC, an Arizona limited
20 liability company; MESA FULLY FORMED,
LLC, an Arizona limited liability company;
MITCHELL ELECTRIC COMPANY, INC.,
21 an Arizona corporation n/k/a IES
RESIDENTIAL, INC., a Delaware corporation;
22 MOCSON UNDERGROUND, LLC, an
Arizona limited liability company; NEW
23 ELECTRIC, INC., an Arizona corporation;
NORCRAFT COMPANIES, LP d/b/a MID
24 CONTINENT CABINETRY, a Delaware
limited partnership; OSBORNE STUCCO,
25 INC., an Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
26 PARAMOUNT WINDOWS, LLC, an Arizona
limited liability company; POCO VERDE

1 LANDSCAPE, INC. n/k/a POCO VERDE
2 POOLS AND LANDSCAPE, INC., an Arizona
3 corporation; L.R. BORELLI INC. d/b/a
4 PARTITIONS & ACCESSORIES, CO., an
5 Arizona corporation; ROADRUNNER
6 DRYWALL CORP., an Arizona corporation;
7 RUDOLFO BROS. PLASTERING, INC., an
8 Arizona corporation; SCHUCK & SONS
9 CONSTRUCTION CO., INC., an Arizona
10 corporation; SELECTBUILD ARIZONA,
11 LLC, an Arizona limited liability company;
12 SHARICO ENTERPRISES, INC., an Arizona
13 corporation; SOMBRERO PAINTING, INC.,
14 an Arizona corporation; SONORAN
15 CONCRETE, LLC, an Arizona limited liability
16 company; SPECIALTY ROOFING, INC., an
17 Arizona corporation; SUNBELTS
CONVEYERED AGGREGATE DELIVERY,
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THOMAS ELECTRIC INC., an Arizona
corporation; UNITED SUBCONTRACTORS,
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corporation; VALLEY GATE SERVICE,
INC., an Arizona corporation; VW DIG, LLC,
an Arizona limited liability company;
WAYNE-DALTON CORP., an Ohio
corporation; WESTERN STATES GLASS
AND BUILDING PRODUCTS, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING COMPANY, INC., an
Arizona corporation; WHITTON CONCRETE,
INC., an Arizona corporation; XO
WINDOWS, LLC, an Arizona limited liability
company; BLACK CORPORATIONS I-XX;
WHITE PARTNERSHIPS I-XX; and DOES I-
XX

18 Defendants.

19 Pursuant to Rule 38(B), Arizona Rules of Civil Procedure, Plaintiffs Continental
20 Homes, Inc. d/b/a D.R. Horton – Continental Series and CHI Construction Company
21 hereby demands a trial by jury of all issues in the above-entitled action.

22 ///

23 ///

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25

26

1 DATED this 11th day of August, 2015.

2 TIFFANY & BOSCO, P.A.

3
4 By: Ashley N. Zimmerman
5 Rosary A. Hernandez
6 Gregory E. Williams
7 Ashley N. Zimmerman
8 *Attorneys for Plaintiffs*
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COUNTY OF MARICOPA

CONTINENTAL HOMES, INC. d/b/a D.R.
HORTON – CONTINENTAL SERIES, a
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COMPANY, Arizona corporation, and DOES
1-100, inclusive

Plaintiffs,

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ADAMS BROS INTERIORS & CABINETS,
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MASONRY, LLC, an Arizona limited liability
company; ALOHA GRADING, INC., an
Arizona corporation; AMERICAN
WOODMARK CORPORATION d/b/a
TIMBERLAKE CABINET CO., a Virginia
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Arizona corporation; ASPEN BLOCK, LLC,
an Arizona limited liability company;
ATRIUM WINDOWS AND DOORS, INC., an
Arizona corporation; AUSTIN ELECTRIC,
INC., an Arizona corporation; BAKKER'S
IRONWORKS, INC., an Arizona corporation;
BCI BEBOUT CONCRETE OF ARIZONA,
INC., an Arizona corporation; BRETSTAR,
INC. d/b/a D & M PAINTING, an Arizona
corporation; BREWER ENTERPRISES, INC.,
an Arizona corporation; BUILDER SERVICES
GROUP, INC. f/k/a MASCO CONTRACTOR
SERVICES CENTRAL, INC. d/b/a GALE
CONTRACTOR SERVICES, a Florida
corporation; BURROWS CONCRETE, LLC,

CASE NO. CV2015-005016

CONTINENTAL HOMES, INC.
d/b/a D.R. HORTON –
CONTINENTAL SERIES' AND
CHI CONSTRUCTION
COMPANY'S **FIRST AMENDED**
COMPLAINT

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

1 an Arizona limited liability company;
2 CANYON STATE DRYWALL, INC., an
3 Arizona corporation; CATALINA ROOFING
4 AND SUPPLY, INC., an Arizona corporation;
5 CHAS ROBERTS AIR CONDITIONING,
6 INC., an Arizona corporation; CLAYTON
7 GLASS & ACCESSORIES, INC., an Arizona
8 corporation; DESERT VISTA, INC., an
9 Arizona corporation; DESIGN DRYWALL
10 WEST, INC., a Colorado corporation;
11 DIVERSIFIED BUILDER SUPPLY, INC., an
12 Arizona corporation; DIVERSIFIED
13 ROOFING CORPORATION, an Arizona
14 corporation; DIXON BROTHERS
15 INCORPORATED, an Arizona corporation;
16 DRRS PLUMBING SERVICES, LLC d/b/a
17 EPIC PLUMBING, an Arizona limited liability
18 company; DVC CONSTRUCTION
19 COMPANY, INC., an Arizona corporation;
20 EMPIRE PLASTERING, LLC, an Arizona
21 limited liability company; ERICKSON
22 CONSTRUCTION, LLC, an Arizona limited
23 liability company; EXECUTIVE PAINTING
24 ENTERPRISE, INC., an Arizona corporation;
25 GECKO UNDERGROUND UTILITIES, LLC,
26 an Arizona limited liability company;
HOLMES-HALLY INDUSTRIES INC. d/b/a
ANOZIRA DOOR SYSTEMS, a California
corporation; IMPERIAL IRONWORKS, LLC.,
an Arizona limited liability company;
INFINITY BUILDING PRODUCTS, LLC, an
Arizona limited liability company; J.R.
MCDADE CO., INC., an Arizona corporation;
KEN TILTON ELECTRIC, INC., an Arizona
corporation; LEVELLINE FRAMING, INC.,
an Arizona corporation; LMC
CONSTRUCTION, INC., an Arizona
corporation; LOFTCO, INC., an Arizona
corporation; MASCO FRAMING HOLDING
COMPANY I LLC d/b/a DOOR SALES &
INSTALLATIONS, LLC, an Arizona limited
liability company; MESA FULLY FORMED,
LLC, an Arizona limited liability company;
MITCHELL ELECTRIC COMPANY, INC.,
an Arizona corporation n/k/a IES
RESIDENTIAL, INC., a Delaware corporation;
MOCSON UNDERGROUND, LLC, an
Arizona limited liability company; NEW
ELECTRIC, INC., an Arizona corporation;
NORCRAFT COMPANIES, LP d/b/a MID
CONTINENT CABINETRY, a Delaware
limited partnership; OSBORNE STUCCO,
INC., an Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
PARAMOUNT WINDOWS, LLC, an Arizona
limited liability company; POCO VERDE

1 LANDSCAPE, INC. n/k/a POCO VERDE
2 POOLS AND LANDSCAPE, INC., an Arizona
3 corporation; L.R. BORELLI INC. d/b/a
4 PARTITIONS & ACCESSORIES, CO., an
5 Arizona corporation; ROADRUNNER
6 DRYWALL CORP., an Arizona corporation;
7 RUDOLFO BROS. PLASTERING, INC., an
8 Arizona corporation; RUDOLFO BROS.
9 MASONRY, LLC, an Arizona limited liability
10 company; SCHUCK & SONS
11 CONSTRUCTION CO., INC., an Arizona
12 corporation; SELECTBUILD ARIZONA,
13 LLC, an Arizona limited liability company;
14 SHARICO ENTERPRISES, INC., an Arizona
15 corporation; SOMBRERO PAINTING, INC.,
16 an Arizona corporation; SONORAN
17 CONCRETE, LLC, an Arizona limited liability
18 company; SPECIALTY ROOFING, INC., an
19 Arizona corporation; SUNBELTS
20 CONVEYERED AGGREGATE DELIVERY,
21 LLC., an Arizona limited liability company;
22 THOMAS ELECTRIC INC., an Arizona
23 corporation; UNITED SUBCONTRACTORS,
24 INC. D/B/A MESA INSULATION, an Utah
25 corporation; VALLEY GATE SERVICE,
26 INC., an Arizona corporation; VW DIG, LLC,
an Arizona limited liability company;
WAYNE-DALTON CORP., an Ohio
corporation; WESTERN STATES GLASS
AND BUILDING PRODUCTS, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING COMPANY, INC., an
Arizona corporation; WHITTON CONCRETE,
INC., an Arizona corporation; XO
WINDOWS, LLC, an Arizona limited liability
company; BLACK CORPORATIONS I-XX;
WHITE PARTNERSHIPS I-XX; and DOES I-
XX

Defendants.

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

JURISDICTION

1. Continental Homes, Inc., d/b/a D.R. Horton – Continental Series was at all times material hereto a Delaware corporation authorized to do business and was doing business in the County of Maricopa, State of Arizona.

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

4 3. Upon information and belief, Defendant Adams Bros Interiors & Cabinets,
5 Inc. was at all times material hereto an Arizona corporation authorized to do business and
6 was doing business within the County of Maricopa, State of Arizona. Adams Bros
7 Interiors & Cabinets, Inc. entered into contract(s) with Plaintiffs, and/or their duly
8 authorized agent(s), wherein it agreed to provide construction materials and perform
9 work at the subject property, the Sarah Ann Ranch project is located in the City of
10 Surprise, County of Maricopa, State of Arizona (hereinafter the "Project").

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

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

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

26 7. Upon information and belief, Defendant American Woodmark Corporation
d/b/a Timberlake Cabinet Co. was at all times material hereto a Virginia corporation
authorized to do business within the County of Maricopa, State of Arizona. American

1 Woodmark Corporation d/b/a Timberlake Cabinet Co. entered into contract(s) with
2 Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to provide construction
3 materials and perform work at the Project.

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

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

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

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

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

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

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

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

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

25 17. Upon information and belief, Defendant Burrows Concrete, LLC was at all
26 times material hereto an Arizona limited liability company authorized to do business and
was doing business within the County of Maricopa, State of Arizona. Burrows Concrete,
LLC entered into contract(s) with Plaintiffs, and/or their duly authorized agent(s),

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. Upon information and belief, Defendant Holmes-Hally Industries Inc. d/b/a

1 Anozira Door Systems was at all times material hereto a California corporation
2 authorized to do business and was doing business within the County of Maricopa, State
3 of Arizona. Holmes-Hally Industries, Inc. d/b/a Anozira Door Systems entered into
4 contract(s) with Plaintiffs, and/or their duly authorized agent(s), wherein it agreed to
5 provide construction materials and perform work at the Project.

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

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

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

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

38. Upon information and belief, Defendant Levelline Framing, Inc., was at all

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

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

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

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

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

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

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

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

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

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

1 provide construction materials and perform work at the Project.

2 48. Upon information and belief, Defendant Palo Verde Plastering, Inc. was at
3 all times material hereto an Arizona corporation authorized to do business and was doing
4 business within the County of Maricopa, State of Arizona. Upon information and belief,
5 Palo Verde Plastering, Inc. manufactured and supplied allegedly defective windows at the
6 Project.

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

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

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

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

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

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

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

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

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

26 57. Upon information and belief, Defendant Sombrero Painting, Inc. was at all
times material hereto an Arizona corporation authorized to do business and was doing
business within the County of Maricopa, State of Arizona. Sombrero Painting, Inc.

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

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

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

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

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

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

1 and perform work at the Project.

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

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

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

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

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

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

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

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

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

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

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

25 74. As used throughout this Complaint, Adams Bros Interiors & Cabinets, Inc.;
26 Airtron, Inc.; Allied Masonry, LLC; Aloha Grading, Inc.; American Woodmark

1 Corporation d/b/a Timberlake Cabinet Co.; Artistic Stairs, Ltd.; Aspen Block, LLC;
2 Atrium Windows and Doors, Inc.; Austin Electric, Inc.; Bakker's Ironworks, Inc.; BCI
3 Bebout Concrete of Arizona, Inc.; Bretstar, Inc. d/b/a D & M Painting; Brewer
4 Enterprises, Inc.; Builder Services Group, Inc. f/k/a Masco Contractor Services Central,
5 Inc. d/b/a Gale Contractor Services; Burrows Concrete, LLC; Canyon State Drywall,
6 Inc.; Catalina Roofing and Supply, Inc.; Chas Roberts Air Conditioning, Inc.; Clayton
7 Glass & Accessories, Inc.; Desert Vista, Inc.; Design Drywall West, Inc.; Diversified
8 Builder Supply, Inc.; Diversified Roofing Corporation; Dixon Brothers Incorporated;
9 DRRS Plumbing Services, LLC d/b/a Epic Plumbing; DVC Construction Company, Inc.;
10 Empire Plastering, LLC; Erickson Construction, LLC; Executive Painting Enterprise,
11 Inc.; Gecko Underground Utilities, LLC; Holmes-Hally Industries, Inc. d/b/a Anozira
12 Door Systems; Imperial Ironworks, LLC; Infinity Building Products, LLC; J.R. McDade
13 Co., Inc.; Ken Tilton Electric, Inc.; Levelline Framing, Inc.; LMC Construction, Inc.;
14 Loftco, Inc.; Masco Framing Holding Company LLC d/b/a Door Sales & Installations,
15 LLC; Mesa Fully Formed, LLC; Mitchell Electric Company, Inc. n/k/a IES Residential,
16 Inc.; Mocson Underground, LLC; New Electric, Inc.; Norcraft Companies, LP d/b/a Mid
17 Continent Cabinetry; Osborne Stucco, Inc.; Palo Verde Plastering, Inc.; Paramount
18 Windows, LLC; Poco Verde Landscape, Inc. n/k/a Poco Verde Pools and Landscape,
19 Inc.; L.R. Borelli Inc. d/b/a Partitions & Accessories, Co.; Roadrunner Drywall Corp.;
20 ~~Rudolfo Bros Plastering, Inc.~~ **Rudolfo Bros. Masonry, LLC**; Schuck & Sons
21 Construction Co., Inc.; Selectbuild Arizona, LLC; Sharico Enterprises, Inc.; Sombrero
22 Painting, Inc.; Sonoran Concrete, LLC; Specialty Roofing, Inc.; Sunbelts Conveyered
23 Aggregate Delivery, LLC; Thomas Electric, Inc.; United Subcontractors, Inc. d/b/a Mesa
24 Insulation; Valley Gate Service, Inc.; VW Dig, LLC; Wayne-Dalton Corp.; Western
25 States Glass and Building Products, Inc.; Westy's Soil Compacting Company, Inc.;
26 Whitton Concrete, Inc.; and XO Windows, LLC are collectively referred to as
"Subcontractor Defendants." The term "Subcontractor Defendants" shall also include
fictitious named defendants.

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

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

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

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

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

80. Each Subcontractor Defendant received reasonable notice of the

1 homeowners' claims and had an opportunity to defend Plaintiffs.

2 81. Notwithstanding Plaintiffs' invitations and demands to participate in pre-
3 litigation negotiations and defend Plaintiffs, each Subcontractor Defendant has thus far
4 failed to do so.

5 82. As a result of each of Subcontractor Defendants' refusal to defend and
6 indemnify, Plaintiffs have been forced to defend themselves and continue to incur
7 substantial attorneys' fees, expert fees, and costs.

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

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

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

18 **FIRST CAUSE OF ACTION**

19 **Demand for Arbitration** 20 **[All Subcontractor Defendants]**

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

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

26 88. This Complaint is intended to toll any applicable statutes of limitation
and/or statutes of repose. Plaintiffs do not waive their rights and expressly reserve their
right to resolve the subject matter of this Complaint through arbitration. Plaintiffs'

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

6 89. It is the express intent of Plaintiffs to resolve the subject matter of this
7 Complaint against Subcontractor Defendants through arbitration, but to date, the
8 Subcontractor Defendants have refused to arbitrate Plaintiffs' Claims.

9 90. Pursuant to Arizona Revised Statutes Section 12-3007, Plaintiffs request an
10 Order compelling Subcontractor Defendants to arbitrate in accordance with the written
11 arbitration agreements.

12 **SECOND CAUSE OF ACTION**

13 **Express Indemnity** 14 **[All Subcontractor Defendants]**

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

17 92. Each agreement between Plaintiffs and each Subcontractor Defendant
18 contained language pursuant to which each Subcontractor Defendant agreed to indemnify
19 and hold Plaintiffs harmless.

20 93. The acts of the Subcontractor Defendants are the direct and proximate
21 cause, in whole or in part, of the damages alleged by the homeowners.

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

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

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

4 **THIRD CAUSE OF ACTION**

5 **Breach of Contract**
6 **[All Subcontractor Defendants]**

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

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

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

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

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

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

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

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

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

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

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

FOURTH CAUSE OF ACTION

Breach of Implied Warranty of Workmanship [All Subcontractor Defendants]

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

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

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

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

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

22 **FIFTH CAUSE OF ACTION**

23 **Negligence**

24 **[All Subcontractor Defendants]**

25 110. Plaintiffs fully incorporate herein by reference all allegations contained in
26 Paragraphs 1 through 109 of this Complaint.

 111. Subcontractor Defendants owed a duty to Plaintiffs to ensure that their
work would be performed in a workmanlike manner and in accordance with Arizona

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

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

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

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

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

22 116. As a result of these breaches of warranties, Plaintiffs have suffered direct
23 and consequential damages to be proven at trial.

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

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

3 **SIXTH CAUSE OF ACTION**

4 **Common Law/Implied Indemnity**
5 **[All Subcontractor Defendants]**

6 118. Plaintiffs fully incorporate herein by reference all allegations contained in
7 Paragraphs 1 through 117 of this Complaint.

8 119. Plaintiffs are entirely without active fault with regard to the acts or
9 omissions giving rise to the homeowners' construction defects claims, and thus, they are
10 entitled to recovery from Subcontractor Defendants.

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

18 121. Plaintiffs seek recovery in common law indemnity under various bases,
19 including, without limitation, equity, unjust enrichment, tort and contract.

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

SEVENTH CAUSE OF ACTION

Breach of Contract-Duty to Defend – Declaratory Relief

[All Subcontractor Defendants]

123. Plaintiffs fully incorporate herein by reference all allegations contained in Paragraphs 1 through 122 of this Complaint.

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

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

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

127. Plaintiffs have a present legal right to be provided a defense by Subcontractor Defendants.

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

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

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

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

132. As a result of the claims against Plaintiffs and each Subcontractor

1 Defendant's failure to defend, it has become necessary for Plaintiffs to demand
2 arbitration and initiate this Complaint, and therefore, Plaintiffs are entitled to recover
3 their reasonable attorneys' fees, costs, pre-judgment interest, and all other expenses
4 related in any way to this lawsuit and any arbitration, action, or other suit brought by the
5 homeowners.

6 EIGHTH CAUSE OF ACTION

7 **Breach of Express Warranties** 8 **[All Subcontractor Defendants]**

9 133. Plaintiffs fully incorporate herein by reference all allegations contained in
10 paragraphs 1 through 133 of this Complaint.

11 134. Upon information and belief, Subcontractor Defendants' subcontracts
12 contained the following express warranty:

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

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

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

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

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

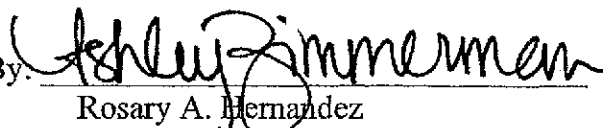
14 WHEREFORE, Plaintiffs request that this Court enter judgment in favor of
15 Plaintiffs and against Subcontractor Defendants as follows:

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

22 DATED this 22nd day of Sept., 2015.

23 TIFFANY & BOSCO, P.A.

24 By.



Rosary A. Hernandez

Gregory E. Williams

Ashley N. Zimmerman

Attorneys for Plaintiffs

Exhibit A

Sarah Ann Ranch

-HOMEOWNER MATRIX-

Project Located in Surprise, AZ 85388

	Plaintiff	Address	Lot	Q / S
1	Abbas, Abdullahi (3/9/15) Prior: Fannie Mae / Fed Natl Mortg. Orig: Blaneckship, Robert & Sandy	17650 W. Charter Oak Rd.	30	S
2	Alsup, Rochelle	17501 W. Andora St.	352	O
3	Balazs, Andrew & Ahlam (9/28/11) Holliday, Adam & Wiechert, Cristi	17797 W. Andora St.	622	S
4	Bambulas, Thomas & Sandra (4/5/11) Prior: Fed. Natl. Mortg. Orig: Anthony, Victor & Mueller, Teresa	17504 W. Charter Oak Rd.	18	S
5	Baron, Tim (4/13/11) Prior: Fed. Natl. Mortg. Orig: Fletcher, Donald & Angela	17865 W. Alexandria Way	591	S
6	Briones, Manuel & Delfina	17702 W. Dahlia Dr.	745	O
7	Brooks, Robert	17663 W. Charter Oak	5	O
8	Bryant, Beatrice	12411 N. 176th Ln.	37	O
9	Carney, Susan (2/13/15) Prior: Campanaro, Michael Anthony	17566 W. Columbine Dr.	100	S
10	Center, Joan	17803 W. Charter Oak Rd.	955	O
11	Colletto, Mitch & Michelle	17868 W. Charter Oak Rd.	946	O
12	Crock, Maurice & Rachael	17512 W. Andora St.	353	O
13	Davis, Ardell (2/28/13) Messina, Margaret	17616 W. Bloomfield Rd.	70	S
14	Edelson, Joshua & Christine	17580 W. Bloomfield Rd.	66	O
15	Erickson, Shelly	17618 W. Windrose Dr.	196	O
16	Ferguson, Stacey	17632 W. Columbine Dr.	106	O
17	Hilgeman, Paul & Barbara	17870 W. Larkspur Dr.	845	O

	Panoff	Address	Lot	O / S
18	Hubbs, Deanne & Kelly	17775 W. Charter Oak Rd.	957	O
19	Inocentes, Rizaldy & Evelyn	17642 W. Valentine St.	281	O
20	Izbicki, Dusty & Rapoza, John	17766 W. Bloomfield Rd.	904	O
21	Johnston, Ronald & Jane (10/18/10) Prior: Graham, Catherine	17759 W. Eugene Ter.	555	S
22	Kalmbach, James & Vicki (3/6/15) Prior: Fernandez, Duany & Bethany	13645 N. 176th Ln.	434	S
23	Knott, Denise	17677 W. Corrine Dr.	147	O
24	Kowalczewski, James & Linda	17675 W. Charter Oak Rd.	4	O
25	Kuhn, Lawrence & Mary	17818 W. Columbine Dr.	875	O
26	Lindsay, Jason (3/17/14) Prior: Drayton, Charles & Yoshiko	17530 W. Columbine Dr.	97	S
27	Litwin, Edward	12421 N. 175th Dr.	54	O
28	Macaluso, George (6/24/11) Prior: Fannie Mae / Fed. Natl. Mortg.	17717 W. Andora St.	632	S
29	Malone, William & Patricia Towery	17874 W. Wood Dr.	702	O
30	Mansour, Hikmat & Gail	17812 W. Charter Oak Rd.	940	O
31	Merrill, Tony & Denise (11/30/10) Palmer, Cheryl & William	13032 N. 177th Ave.	718	S
32	Miller, Eric	17830 W. Columbine Dr.	877	O
33	Orea-Lopez, Angel	17556 W. Bloomfield Rd.	64	O
34	Pearl, Harvey & Sheron	17850 W. Alexandria Way	582	O
35	Perkins, Joseph	17872 W. Voltaire St.	497	O
36	Pezzelle, Mark & Stephanie	17699 W. Surrey Dr.	286	O
37	Pickens-McFadden, Stephanie	17827 W. Eugene Ter.	549	O
38	Quinones, Eusevio	17788 W. Columbine Dr.	873	O
39	Rodgers, William & Susan	13397 N. 175th Dr.	324	O

	Plaintiff	Address	Lot	C / S
40	Schwartz, Steven & Margaret	17619 W. Columbine Dr.	86	O
41	Stephens, Karl (10/24/14) Stens, Chet	17554 W. Columbine Dr.	99	S
42	Stewart, David & Julieta	17838 W. Wood Dr.	700	O
43	Voight, Dennis (12/30/11) Prior: Fed. Natl. Mortg. Orig: Payan, John	17805 W. Andora St.	621	S
44	Withers, Joseph & Alicia	17824 W. Voltaire St.	491	O
45	Wright, Michael	17571 W. Charter Oak Rd.	12	O
46	Zandarski, Kenneth & Rebecca	13228 N. 177th Ave.	659	O

Resolved:

1	Donahue, William	17745 W. Voltaire St.	513	O
2	Friar, Rodney	12387 N. 176th Ln.	36	O
3	Rocca, Judy (7/9/09) Prior: Fannie Mae / Fed. Natl. Mortg. Orig: Rosas, Marco, Rascon, R. & Villegas, J.	17789 W. Valentine St.	680	S
4	Ross, Joshua & Brittany	17781 W. Bloomfield Rd.	927	O
5	Samoranski, Christopher & Lisa (9/2/11) Prior: RMK # 1 Investments, LLC Orig: Garland, Michael Anthony	13377 N. 177th Ln.	568	S
6	Shaw, Clifford & Virginia (10/16/09) Prior: Sexton, Samuel & Patricia	17693 W. Charter Oak Rd.	1	S
7	Verderosa, Robert & Lorraine (6/21/13)	17645 W. Windrose Dr.	174	O
8	White, David & Minerva	17705 W. Valentine St.	688	O

Exhibit B

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

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

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4 2525 EAST CAMELBACK ROAD
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5 TELEPHONE: (602) 255-6000
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6 gew@tblaw.com
anz@tblaw.com

7 *Attorneys for Claimants*

8 PRIVATE ARBITRATION

9
10
11 CONTINENTAL HOMES, INC. d/b/a D.R.
12 HORTON – CONTINENTAL SERIES, a
Delaware corporation; CHI CONSTRUCTION
13 COMPANY, Arizona corporation, and DOES
1-100, inclusive

14 Claimants,

15 v.

16 ADAMS BROS INTERIORS & CABINETS,
INC., an Arizona corporation; AIRTRON,
17 INC., a Delaware corporation; ALLIED
MASONRY, LLC, an Arizona limited liability
18 company; ALOHA GRADING, INC., an
Arizona corporation; AMERICAN
19 WOODMARK CORPORATION d/b/a
TIMBERLAKE CABINET CO., a Virginia
20 corporation; ARTISTIC STAIRS, LTD., an
Arizona corporation; ASPEN BLOCK, LLC,
an Arizona limited liability company;
21 ATRIUM WINDOWS AND DOORS, INC., an
Arizona corporation; AUSTIN ELECTRIC,
INC., an Arizona corporation; BAKKER'S
22 IRONWORKS, INC., an Arizona corporation;
BCI BEBOUT CONCRETE OF ARIZONA,
23 INC., an Arizona corporation; BRETSTAR,
INC. d/b/a D & M PAINTING, an Arizona
24 corporation; BREWER ENTERPRISES, INC.,
an Arizona corporation; BUILDER SERVICES
25 GROUP, INC. f/k/a MASCO CONTRACTOR
SERVICES CENTRAL, INC. d/b/a GALE
26 CONTRACTOR SERVICES, a Florida
corporation; BURROWS CONCRETE, LLC,

CASE NO.

CONTINENTAL HOMES, INC.
d/b/a D.R. HORTON –
CONTINENTAL SERIES' AND
CHI CONSTRUCTION
COMPANY'S **FIRST AMENDED**
DEMAND FOR ARBITRATION

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

1 an Arizona limited liability company;
2 CANYON STATE DRYWALL, INC., an
3 Arizona corporation; CATALINA ROOFING
4 AND SUPPLY, INC., an Arizona corporation;
5 CHAS ROBERTS AIR CONDITIONING,
6 INC., an Arizona corporation; CLAYTON
7 GLASS & ACCESSORIES, INC., an Arizona
8 corporation; DESERT VISTA, INC., an
9 Arizona corporation; DESIGN DRYWALL
10 WEST, INC., a Colorado corporation;
11 DIVERSIFIED BUILDER SUPPLY, INC., an
12 Arizona corporation; DIVERSIFIED
13 ROOFING CORPORATION, an Arizona
14 corporation; DIXON BROTHERS
15 INCORPORATED, an Arizona corporation;
16 DRRS PLUMBING SERVICES, LLC d/b/a
17 EPIC PLUMBING, an Arizona limited liability
18 company; DVC CONSTRUCTION
19 COMPANY, INC., an Arizona corporation;
20 EMPIRE PLASTERING, LLC, an Arizona
21 limited liability company; ERICKSON
22 CONSTRUCTION, LLC, an Arizona limited
23 liability company; EXECUTIVE PAINTING
24 ENTERPRISE, INC., an Arizona corporation;
25 GECKO UNDERGROUND UTILITIES, LLC,
26 an Arizona limited liability company;
HOLMES-HALLY INDUSTRIES INC. d/b/a
ANOZIRA DOOR SYSTEMS, a California
corporation; IMPERIAL IRONWORKS, LLC.,
an Arizona limited liability company;
INFINITY BUILDING PRODUCTS, LLC, an
Arizona limited liability company; J.R.
MCDADE CO., INC., an Arizona corporation;
KEN TILTON ELECTRIC, INC., an Arizona
corporation; LEVELLINE FRAMING, INC.,
an Arizona corporation; LMC
CONSTRUCTION, INC., an Arizona
corporation; LOFTCO, INC., an Arizona
corporation; MASCO FRAMING HOLDING
COMPANY I LLC d/b/a DOOR SALES &
INSTALLATIONS, LLC, an Arizona limited
liability company; MESA FULLY FORMED,
LLC, an Arizona limited liability company;
MITCHELL ELECTRIC COMPANY, INC.,
an Arizona corporation n/k/a IES
RESIDENTIAL, INC., a Delaware corporation;
MOCSON UNDERGROUND, LLC, an
Arizona limited liability company; NEW
ELECTRIC, INC., an Arizona corporation;
NORCRAFT COMPANIES, LP d/b/a MID
CONTINENT CABINETRY, a Delaware
limited partnership; OSBORNE STUCCO,
INC., an Arizona corporation; PALO VERDE
PLASTERING, INC., an Arizona corporation;
PARAMOUNT WINDOWS, LLC, an Arizona
limited liability company; POCO VERDE

1 LANDSCAPE, INC. n/k/a POCO VERDE
2 POOLS AND LANDSCAPE, INC., an Arizona
3 corporation; L.R. BORELLI INC. d/b/a
4 PARTITIONS & ACCESSORIES, CO., an
5 Arizona corporation; ROADRUNNER
6 DRYWALL CORP., an Arizona corporation;
7 RUDOLFO BROS. PLASTERING, INC., an
8 Arizona corporation; RUDOLFO BROS.
9 MASONRY, LLC, an Arizona limited liability
10 company; SCHUCK & SONS
11 CONSTRUCTION CO., INC., an Arizona
12 corporation; SELECTBUILD ARIZONA,
13 LLC, an Arizona limited liability company;
14 SHARICO ENTERPRISES, INC., an Arizona
15 corporation; SOMBRERO PAINTING, INC.,
16 an Arizona corporation; SONORAN
17 CONCRETE, LLC, an Arizona limited liability
18 company; SPECIALTY ROOFING, INC., an
19 Arizona corporation; SUNBELTS
20 CONVEYERED AGGREGATE DELIVERY,
21 LLC., an Arizona limited liability company;
22 THOMAS ELECTRIC INC., an Arizona
23 corporation; UNITED SUBCONTRACTORS,
24 INC. D/B/A MESA INSULATION, an Utah
25 corporation; VALLEY GATE SERVICE,
26 INC., an Arizona corporation; VW DIG, LLC,
an Arizona limited liability company;
WAYNE-DALTON CORP., an Ohio
corporation; WESTERN STATES GLASS
AND BUILDING PRODUCTS, INC., an
Arizona corporation; WESTY'S SOIL
COMPACTING COMPANY, INC., an
Arizona corporation; WHITTON CONCRETE,
INC., an Arizona corporation; XO
WINDOWS, LLC, an Arizona limited liability
company; BLACK CORPORATIONS I-XX;
WHITE PARTNERSHIPS I-XX; and DOES I-
XX

Respondents.

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

JURISDICTION

1. Continental Homes, Inc., d/b/a D.R. Horton – Continental Series was at all
times material hereto a Delaware corporation authorized to do business and was doing
business in the County of Maricopa, State of Arizona.

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

4 3. Upon information and belief, Defendant Adams Bros Interiors & Cabinets,
5 Inc. was at all times material hereto an Arizona corporation authorized to do business and
6 was doing business within the County of Maricopa, State of Arizona. Adams Bros
7 Interiors & Cabinets, Inc. entered into contract(s) with Claimants, and/or their duly
8 authorized agent(s), wherein it agreed to provide construction materials and perform
9 work at the subject property, the Sarah Ann Ranch project is located in the City of
10 Surprise, County of Maricopa, State of Arizona (hereinafter the "Project").

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

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

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

26 7. Upon information and belief, Defendant American Woodmark Corporation
d/b/a Timberlake Cabinet Co. was at all times material hereto a Virginia corporation
authorized to do business within the County of Maricopa, State of Arizona. American

1 Woodmark Corporation d/b/a Timberlake Cabinet Co. entered into contract(s) with
2 Claimants, and/or their duly authorized agent(s), wherein it agreed to provide
3 construction materials and perform work at the Project.

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

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

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

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

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

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

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

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

18 16. Upon information and belief, Defendant Builder Services Group, Inc. f/k/a
19 Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services was at all times
20 material hereto a Florida corporation authorized to do business and was doing business
21 within the County of Maricopa, State of Arizona. Builder Services Group, Inc. f/k/a
22 Masco Contractor Services Central, Inc. d/b/a Gale Contractor Services entered into
23 contract(s) with Claimants, and/or their duly authorized agent(s), wherein it agreed to
24 provide construction material and perform work at the Project.

25 17. Upon information and belief, Defendant Burrows Concrete, LLC was at all
26 times material hereto an Arizona limited liability company authorized to do business and
was doing business within the County of Maricopa, State of Arizona. Burrows Concrete,
LLC entered into contract(s) with Claimants, and/or their duly authorized agent(s),

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

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

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

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

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

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

1 provide construction materials and perform work at the Project.

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

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

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

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

25 27. Upon information and belief, Defendant DRRS Plumbing Services, LLC
26 d/b/a Epic Plumbing was at all times material hereto an Arizona limited liability company
authorized to do business and was doing business within the County of Maricopa, State
of Arizona. DRRS Plumbing Services, LLC d/b/a Epic Plumbing entered into contract(s)

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

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

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

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

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

26 32. Upon information and belief, Defendant Gecko Underground Utilities, LLC
was at all times material hereto an Arizona limited liability company authorized to do
business and was doing business within the County of Maricopa, State of Arizona.

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

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

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

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

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

37. Upon information and belief, Defendant Ken Tilton Electric, Inc. was at all
times material hereto an Arizona corporation authorized to do business and was doing

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

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

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

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

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

42. Upon information and belief, Defendant Mesa Fully Formed, LLC was at
all times material hereto an Arizona limited liability company was at all times material

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

5 43. Upon information and belief, Defendant Mitchell Electric Company, Inc.,
6 an Arizona corporation n/k/a IES Residential, Inc., was at all times material hereto a
7 Delaware corporation authorized to do business and was doing business within the
8 County of Maricopa, State of Arizona. Mitchell Electric Company, Inc. n/k/a IES
9 Residential, Inc. entered into contract(s) with Claimants, and/or their duly authorized
10 agent(s), wherein it agreed to provide construction materials and perform work at the
11 Project.

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

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

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

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

6 48. Upon information and belief, Defendant Palo Verde Plastering, Inc. was at
7 all times material hereto an Arizona corporation authorized to do business and was doing
8 business within the County of Maricopa, State of Arizona. Upon information and belief,
9 Palo Verde Plastering, Inc. manufactured and supplied allegedly defective windows at the
Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62. Upon information and belief, Defendant United Subcontractors, Inc. d/b/a

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

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

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

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

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

67. Upon information and belief, Defendant Westy's Soil Compacting
Company, Inc. was at all times material hereto an Arizona corporation authorized to do

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

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

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

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

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

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

1 73. As used throughout this Demand for Arbitration, Adams Bros Interiors &
2 Cabinets, Inc.; Airtron, Inc.; Allied Masonry, LLC; Aloha Grading, Inc.; American
3 Woodmark Corporation d/b/a Timberlake Cabinet Co.; Artistic Stairs, Ltd.; Aspen Block,
4 LLC; Atrium Windows and Doors, Inc.; Austin Electric, Inc.; Bakker's Ironworks, Inc.;
5 BCI Bebout Concrete of Arizona, Inc.; Bretstar, Inc. d/b/a D & M Painting; Brewer
6 Enterprises, Inc.; Builder Services Group, Inc. f/k/a Masco Contractor Services Central,
7 Inc. d/b/a Gale Contractor Services; Burrows Concrete, LLC; Canyon State Drywall,
8 Inc.; Catalina Roofing and Supply, Inc.; Chas Roberts Air Conditioning, Inc.; Clayton
9 Glass & Accessories, Inc.; Desert Vista, Inc.; Design Drywall West, Inc.; Diversified
10 Builder Supply, Inc.; Diversified Roofing Corporation; Dixon Brothers Incorporated;
11 DRRS Plumbing Services, LLC d/b/a Epic Plumbing; DVC Construction Company, Inc.;
12 Empire Plastering, LLC; Erickson Construction, LLC; Executive Painting Enterprise,
13 Inc.; Gecko Underground Utilities, LLC; Holmes-Hally Industries, Inc. d/b/a Anozira
14 Door Systems; Imperial Ironworks, LLC; Infinity Building Products, LLC; J.R. McDade
15 Co., Inc.; Ken Tilton Electric, Inc.; Levelline Framing, Inc.; LMC Construction, Inc.;
16 Loftco, Inc.; Masco Framing Holding Company LLC d/b/a Door Sales & Installations,
17 LLC; Mesa Fully Formed, LLC; Mitchell Electric Company, Inc. n/k/a IES Residential,
18 Inc.; Mocson Underground, LLC; New Electric, Inc.; Norcraft Companies, LP d/b/a Mid
19 Continent Cabinetry; Osborne Stucco, Inc.; Palo Verde Plastering, Inc.; Paramount
20 Windows, LLC; Poco Verde Landscape, Inc. n/k/a Poco Verde Pools and Landscape,
21 Inc.; L.R. Borelli Inc. d/b/a Partitions & Accessories, Co.; Roadrunner Drywall Corp.;
22 ~~Rudolfo Bros Plastering, Inc.~~ **Rudolfo Bros. Masonry, LLC**; Schuck & Sons
23 Construction Co., Inc.; Selectbuild Arizona, LLC; Sharico Enterprises, Inc.; Sombrero
24 Painting, Inc.; Sonoran Concrete, LLC; Specialty Roofing, Inc.; Sunbelts Conveyered
25 Aggregate Delivery, LLC; Thomas Electric, Inc.; United Subcontractors, Inc. d/b/a Mesa
26 Insulation; Valley Gate Service, Inc.; VW Dig, LLC; Wayne-Dalton Corp.; Western
States Glass and Building Products, Inc.; Westy's Soil Compacting Company, Inc.;
Whitton Concrete, Inc.; and XO Windows, LLC are collectively referred to as

1 "Subcontractor Respondents." The term "Subcontractor Respondents" shall also include
2 fictitious named respondents.

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

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

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

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

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

1 materials/products/systems supplied by Subcontractor Respondents.

2 79. Each Subcontractor Defendant received reasonable notice of the
3 homeowners' claims and had an opportunity to defend Claimants.

4 80. Notwithstanding Claimants' invitations and demands to participate in pre-
5 litigation negotiations and defend Claimants, each Subcontractor Defendant has thus far
6 failed to do so.

7 81. As a result of each of Subcontractor Respondents' refusal to defend and
8 indemnify, Claimants have been forced to defend themselves and continue to incur
9 substantial attorneys' fees, expert fees, and costs.

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

13 83. Each Subcontractor Defendant expressly agreed to obtain additional insured
14 endorsements naming Claimants as additional insureds under their respective policies of
15 insurance.

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

20 FIRST CAUSE OF ACTION

21 **Express Indemnity** 22 **[All Subcontractor Respondents]**

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

25 86. Each agreement between Claimants and each Subcontractor Defendant
26 contained language pursuant to which each Subcontractor Defendant agreed to indemnify
and hold Claimants harmless.

87. The acts of the Subcontractor Respondents are the direct and proximate

1 cause, in whole or in part, of the damages alleged by the homeowners.

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

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

12 SECOND CAUSE OF ACTION

13 **Breach of Contract** 14 **[All Subcontractor Respondents]**

15 90. Claimants fully incorporate herein by reference all allegations contained in
16 Paragraphs 1 through 89 of this Demand for Arbitration.

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

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

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

Commercial general liability insurance with minimum limits of

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

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

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

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

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

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

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

4 **THIRD CAUSE OF ACTION**

5 **Breach of Implied Warranty of Workmanship**
6 **[All Subcontractor Respondents]**

7 99. Claimants fully incorporate herein by reference all allegations contained in
8 Paragraphs 1 through 98 of this Demand for Arbitration.

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

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

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

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

1 judgment, award, or compromise.

2 **FOURTH CAUSE OF ACTION**

3 **Negligence**

4 **[All Subcontractor Respondents]**

5 104. Claimants fully incorporate herein by reference all allegations contained in
6 Paragraphs 1 through 103 of this Demand for Arbitration.

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

11 106. At all times relevant herein, Subcontractor Respondents owed a duty of
12 reasonable care to Claimants to ensure the plumbing systems and component parts were
13 properly designed, distributed, tested, manufactured, developed, marketed, selected, and
14 installed at the Project.

15 107. Subcontractor Respondents knew, or should have known, that the breach of
16 those duties would cause damage to Claimants, who relied upon Subcontractor
17 Respondents to perform their work properly and according to applicable standards, and to
18 provide products that were free from material defects and were good for their respective
19 and conjunctive intended and represented purposes.

20 108. Upon information and belief, Subcontractor Respondents had prior notice
21 and knowledge of said defects and potential damage, and failed to act timely and
22 accordingly to remedy the defects.

23 109. Based upon the allegations raised by the homeowners, including damage
24 alleged to property other than the Subcontractor Respondents' work itself, and/or
25 damages incurred by Claimants, Subcontractor Respondents breached their duties to
26 Claimants by negligently failing to ensure that their work was performed in a
workmanlike manner in accordance with all applicable construction standards, and that
materials provided for use in the development were free from defects, and were

1 reasonably fit for their respective and conjunctive intended purposes as represented to
2 Claimants.

3 110. As a result of these breaches of warranties, Claimants have suffered direct
4 and consequential damages to be proven at trial.

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

12 **FIFTH CAUSE OF ACTION**

13 **Common Law/Implied Indemnity** 14 **[All Subcontractor Respondents]**

15 112. Claimants fully incorporate herein by reference all allegations contained in
16 Paragraphs 1 through 111 of this Demand for Arbitration.

17 113. Claimants are entirely without active fault with regard to the acts or
18 omissions giving rise to the homeowners' construction defects claims, and thus, they are
19 entitled to recovery from Subcontractor Respondents.

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

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

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

8 **SIXTH CAUSE OF ACTION**

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

11 117. Claimants fully incorporate herein by reference all allegations contained in
12 Paragraphs 1 through 116 of this Demand for Arbitration.

13 118. Each agreement between Claimants and each Subcontractor Defendant
14 contained language pursuant to which each Subcontractor Defendant expressly and/or
15 impliedly agreed to defend and hold Claimants and others harmless.

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

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

23 121. Claimants have a present legal right to be provided a defense by
24 Subcontractor Respondents.

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

 123. A dispute has arisen and an actual controversy now exists between

1 Claimants and Subcontractor Respondents in that Claimants contend they are entitled to a
2 present defense from the Subcontractor Respondents and Subcontractor Respondents
3 deny same.

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

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

9 126. As a result of the claims against Claimants and each Subcontractor
10 Defendant's failure to defend, it has become necessary for Claimants to demand
11 arbitration and initiate this Demand for Arbitration, and therefore, Claimants are entitled
12 to recover their reasonable attorneys' fees, costs, pre-judgment interest, and all other
13 expenses related in any way to this lawsuit and any arbitration, action, or other suit
brought by the homeowners.

14 **SEVENTH CAUSE OF ACTION**

15 **Breach of Express Warranties** 16 **[All Subcontractor Respondents]**

17 127. Claimants fully incorporate herein by reference all allegations contained in
18 paragraphs 1 through 126 of this Demand for Arbitration.

19 128. Upon information and belief, Subcontractor Respondents' subcontracts
20 contained the following express warranty:

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

1 constructed pursuant to the Contract for all defects in workmanship, (ii)
2 two (2) years from the date of close of escrow of each house constructed
3 pursuant to the Contract for all defects in workmanship, (iii) ten (10) years
4 from the date of close of escrow of each house constructed pursuant to the
5 Contract for all structural defects, and (iv) the period prescribed by the
6 respective manufacturers with respect to manufacturers' equipment and
7 appliance warranties. The warranty periods set forth above shall be
8 extended (a) as provided by applicable law and equity, and (b) with
9 respect to latent defects, to the date on which the warranty period would
10 expire if it commenced on the discovery of the applicable latent defect.

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

17 130. As a result of these breaches of such warranties, Claimants have suffered
18 direct and consequential damages in amounts as set forth above.

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

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

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

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

5 DATED this 22nd day of Sept., 2015.

6 TIFFANY & BOSCO, P.A.

7
8
9 By


Rosary A. Hernandez

Gregory E. Williams

Ashley N. Zimmerman

Attorneys for Claimants

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Exhibit A

Sarah Ann Ranch

-HOMEOWNER MATRIX-

Project Located in Surprise, AZ 85388

	Plat	Address	Lot	O / S
1	Abbas, Abdullahi (3/9/15) Prior: Fannie Mae / Fed Natl Mortg. Orig.: Blaneknship, Robert & Sandy	17650 W. Charter Oak Rd.	30	S
2	Alsup, Rochelle	17501 W. Andora St.	352	O
3	Balazs, Andrew & Ahlam (9/28/11) Holliday, Adam & Wiechert, Cristi	17797 W. Andora St.	622	S
4	Bambulas, Thomas & Sandra (4/5/11) Prior: Fed. Natl. Mortg. Orig: Anthony, Victor & Mueller, Teresa	17504 W. Charter Oak Rd.	18	S
5	Baron, Tim (4/13/11) Prior: Fed. Natl. Mortg. Orig: Fletcher, Donald & Angela	17865 W. Alexandria Way	591	S
6	Briones, Manuel & Delfina	17702 W. Dahlia Dr.	745	O
7	Brooks, Robert	17663 W. Charter Oak	5	O
8	Bryant, Beatrice	12411 N. 176th Ln.	37	O
9	Carney, Susan (2/13/15) Prior: Campanaro, Michael Anthony	17566 W. Columbine Dr.	100	S
10	Center, Joan	17803 W. Charter Oak Rd.	955	O
11	Colletto, Mitch & Michelle	17868 W. Charter Oak Rd.	946	O
12	Crock, Maurice & Rachael	17512 W. Andora St.	353	O
13	Davis, Ardell (2/28/13) Messina, Margaret	17616 W. Bloomfield Rd.	70	S
14	Edelson, Joshua & Christine	17580 W. Bloomfield Rd.	66	O
15	Erickson, Shelly	17618 W. Windrose Dr.	196	O
16	Ferguson, Stacey	17632 W. Columbine Dr.	106	O
17	Hilgeman, Paul & Barbara	17870 W. Larkspur Dr.	845	O

	Plaintiff	Address	Lot	O / S
18	Hubbs, Deanne & Kelly	17775 W. Charter Oak Rd.	957	O
19	Inocentes, Rizaldy & Evelyn	17642 W. Valentine St.	281	O
20	Izbicki, Dusty & Rapoza, John	17766 W. Bloomfield Rd.	904	O
21	Johnston, Ronald & Jane (10/18/10) Prior: Graham, Catherine	17759 W. Eugene Ter.	555	S
22	Kalmbach, James & Vicki (3/6/15) Prior: Fernandez, Duany & Bethany	13645 N. 176th Ln.	434	S
23	Knott, Denise	17677 W. Corrine Dr.	147	O
24	Kowalczewski, James & Linda	17675 W. Charter Oak Rd.	4	O
25	Kuhn, Lawrence & Mary	17818 W. Columbine Dr.	875	O
26	Lindsay, Jason (3/17/14) Prior: Drayton, Charles & Yoshiko	17530 W. Columbine Dr.	97	S
27	Litwin, Edward	12421 N. 175th Dr.	54	O
28	Macaluso, George (6/24/11) Prior: Fannie Mae / Fed. Natl. Mortg.	17717 W. Andora St.	632	S
29	Malone, William & Patricia Towery	17874 W. Wood Dr.	702	O
30	Mansour, Hikmat & Gail	17812 W. Charter Oak Rd.	940	O
31	Merrill, Tony & Denise (11/30/10) Palmer, Cheryl & William	13032 N. 177th Ave.	718	S
32	Miller, Eric	17830 W. Columbine Dr.	877	O
33	Orea-Lopez, Angel	17556 W. Bloomfield Rd.	64	O
34	Pearl, Harvey & Sheron	17850 W. Alexandria Way	582	O
35	Perkins, Joseph	17872 W. Voltaire St.	497	O
36	Pezzelle, Mark & Stephanie	17699 W. Surrey Dr.	286	O
37	Pickens-McFadden, Stephanie	17827 W. Eugene Ter.	549	O
38	Quinones, Eusevio	17788 W. Columbine Dr.	873	O
39	Rodgers, William & Susan	13397 N. 175th Dr.	324	O

	Plaintiff	Address	Lot	O / S
40	Schwartz, Steven & Margaret	17619 W. Columbine Dr.	86	O
41	Stephens, Karl (10/24/14) Stens, Chet	17554 W. Columbine Dr.	99	S
42	Stewart, David & Julieta	17838 W. Wood Dr.	700	O
43	Voight, Dennis (12/30/11) Prior: Fed. Natl. Mortg. Orig: Payan, John	17805 W. Andora St.	621	S
44	Withers, Joseph & Alicia	17824 W. Voltaire St.	491	O
45	Wright, Michael	17571 W. Charter Oak Rd.	12	O
46	Zandarski, Kenneth & Rebecca	13228 N. 177th Ave.	659	O

Resolved:

1	Donahue, William	17745 W. Voltaire St.	513	O
2	Friar, Rodney	12387 N. 176th Ln.	36	O
3	Rocca, Judy (7/9/09) Prior: Fannie Mae / Fed. Natl. Mortg. Orig: Rosas, Marco, Rascon, R. & Villegas, J.	17789 W. Valentine St.	680	S
4	Ross, Joshua & Brittany	17781 W. Bloomfield Rd.	927	O
5	Samoranski, Christopher & Lisa (9/2/11) Prior: RMK # 1 Investments, LLC Orig: Garland, Michael Anthony	13377 N. 177th Ln.	568	S
6	Shaw, Clifford & Virginia (10/16/09) Prior: Sexton, Samuel & Patricia	17693 W. Charter Oak Rd.	1	S
7	Verderosa, Robert & Lorraine (6/21/13)	17645 W. Windrose Dr.	174	O
8	White, David & Minerva	17705 W. Valentine St.	688	O

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

STATEMENT FOR SERVICE OF PROCESS

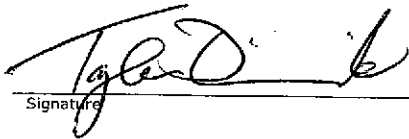
ENTITY NAME – give the exact name of the corporation or LLC as currently shown in A.C.C. records:

DVC Construction Company, Inc.

A.C.C. FILE NUMBER: 01624792

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.



Taylor Dimmick

12/09/2015

Signature

Printed Name

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.: 4930576

Check Batch:
Invoice Date: 12/09/2015
Date Received: 12/09/2015
Customer No.:

ATTN:
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS -0162479-2 D.V.C. CONSTRUCTION COMPANY, INC.	\$25.00
Total Documents: \$		25.00
	CHECK 4320 PAYMENT	\$25.00
Balance Due: \$		0.00

Corporate Maintenance

12/09/2015

State of Arizona Public Access System

3:45 PM

File Number: -0162479-2

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

Domestic Address
8550 NORTH 91ST AVE
STE 51

Second Address

PEORIA, AZ 85345-8637

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

PEORIA, AZ 85345-8637
Agent Last Updated: 02/19/2015

Business Type: CONSTRUCTION

Domicile: ARIZONA
County: MARICOPA
Corporation Type: PROFIT
Life Period: PERPETUAL
Incorporation Date: 01/25/1984
Approval Date: 02/01/1984
Last A/R Received: 10 / 2014
Date A/R Entered: 01/16/2015
Next Report Due: 10/25/2015

Taylor Dimmick

