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JODI JERICH  
Executive DirectorPATRICIA L. BARFIELD  
Director  
Corporations Division

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



## ARIZONA CORPORATION COMMISSION

Date 12/10/2015

IMPERIAL IRONWORKS, LLC  
678 E BRONCOS TR  
WILLIAMS, AZ 86046

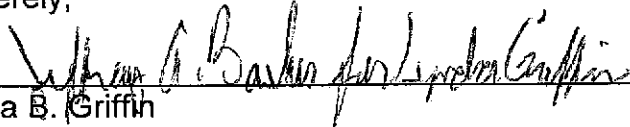
Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 12/09/2015 as agent for IMPERIAL IRONWORKS, LLC.:

Case caption: CONTINENTAL HOMES INC et al v. ADAMS BROS INTERIORS & CABINETS, INC. et al,  
Case number: CV2015-005016 Court: MARICOPA COUNTY SUPERIOR COURT

- ☒ Summons  
☒ Complaint  
☐ Subpoena  
☐ Subpoena Duces Tecum  
☐ Default Judgment  
☐ Judgment  
☐ Writ of Garnishment  
☐ Motion For Summary Judgment  
☐ Motion for  
☒ Other CONTINENTAL HOMES INC D/B/A DR HORTON-CONTINENTAL SERIES AND CHI  
CONSTRUCTION COMPANY'S CERTIFICATE OF COMPULSORY ARBITRATION

Sincerely,

  
Lynda B. Griffin  
Custodian of Records

Initials JAB  
File number L-1019861-8



**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**, **JEFFREY A BARKER**, 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 **IMPERIAL IRONWORKS, LLC**.

Case caption: **CONTINENTAL HOMES INC et al v. ADAMS BROS INTERIORS & CABINETS, INC. et al**,  
Case number: **CV2015-005016**  
Court: **MARICOPA COUNTY SUPERIOR COURT**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Summons  | <input type="checkbox"/> Default Judgment    |
| <input checked="" type="checkbox"/> Complaint  | <input type="checkbox"/> Judgment            |
| <input type="checkbox"/> Subpoena  | <input type="checkbox"/> Writ of Garnishment |
| <input type="checkbox"/> Subpoena Duces Tecum  |  |
| <input type="checkbox"/> Motion For Summary Judgment   |  |
| <input type="checkbox"/> Motion for  |  |
| <input checked="" type="checkbox"/> Other <b>CONTINENTAL HOMES INC D/B/A DR HORTON-CONTINENTAL SERIES AND CHI CONSTRUCTION COMPANY'S CERTIFICATE OF COMPULSORY ARBITRATION</b> |  |

On **12/10/2015**, 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:

**IMPERIAL IRONWORKS, LLC**  
**678 E BRONCOS TR**  
**WILLIAMS, AZ 86046**

**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: **JEFFREY A BARKER** Date: **12/10/2015**

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

A handwritten signature in black ink, appearing to read "Jeffrey A. Barker", written over a horizontal line.



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  
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FACSIMILE: (602) 255-0103  
E-Mail: [rah@tblaw.com](mailto:rah@tblaw.com)  
[gew@tblaw.com](mailto:gew@tblaw.com)  
[anz@tblaw.com](mailto: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,  
an Arizona limited liability company;  
2 CANYON STATE DRYWALL, INC., an  
Arizona corporation; CATALINA ROOFING  
AND SUPPLY, INC., an Arizona corporation;  
3 CHAS ROBERTS AIR CONDITIONING,  
INC., an Arizona corporation; CLAYTON  
4 GLASS & ACCESSORIES, INC., an Arizona  
corporation; DESERT VISTA, INC., an  
5 Arizona corporation; DESIGN DRYWALL  
WEST, INC., a Colorado corporation;  
6 DIVERSIFIED BUILDER SUPPLY, INC., an  
Arizona corporation; DIVERSIFIED  
7 ROOFING CORPORATION, an Arizona  
corporation; DIXON BROTHERS  
INCORPORATED, an Arizona corporation;  
8 DRRS PLUMBING SERVICES, LLC d/b/a  
EPIC PLUMBING, an Arizona limited liability  
9 company; DVC CONSTRUCTION  
COMPANY, INC., an Arizona corporation;  
10 EMPIRE PLASTERING, LLC, an Arizona  
limited liability company; ERICKSON  
11 CONSTRUCTION, LLC, an Arizona limited  
liability company; EXECUTIVE PAINTING  
12 ENTERPRISE, INC., an Arizona corporation;  
GECKO UNDERGROUND UTILITIES, LLC,  
13 an Arizona limited liability company;  
HOLMES-HALLY INDUSTRIES INC. d/b/a  
14 ANOZIRA DOOR SYSTEMS, a California  
corporation; IMPERIAL IRONWORKS, LLC.,  
15 an Arizona limited liability company;  
INFINITY BUILDING PRODUCTS, LLC, an  
Arizona limited liability company; J.R.  
16 MCDADE CO., INC., an Arizona corporation;  
KEN TILTON ELECTRIC, INC., an Arizona  
17 corporation; LEVELLINE FRAMING, INC.,  
an Arizona corporation; LMC  
18 CONSTRUCTION, INC., an Arizona  
corporation; LOFTCO, INC., an Arizona  
19 corporation; MASCO FRAMING HOLDING  
COMPANY I LLC d/b/a DOOR SALES &  
20 INSTALLATIONS, LLC, an Arizona limited  
liability company; MESA FULLY FORMED,  
21 LLC, an Arizona limited liability company;  
MITCHELL ELECTRIC COMPANY, INC.,  
an Arizona corporation n/k/a IES  
22 RESIDENTIAL, INC., a Delaware corporation;  
MOCSON UNDERGROUND, LLC, an  
23 Arizona limited liability company; NEW  
ELECTRIC, INC., an Arizona corporation;  
24 NORCRAFT COMPANIES, LP d/b/a MID  
CONTINENT CABINETRY, a Delaware  
25 limited partnership; OSBORNE STUCCO,  
INC., an Arizona corporation; PALO VERDE  
26 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 //

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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. Shamon

13 Deputy Clerk

14 MICHAEL K. JEANES, CLERK

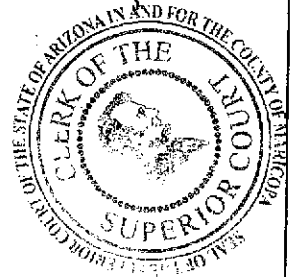




EXHIBIT "A"

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 <sup>th</sup> Avenue Phoenix, AZ 85019
ALOHA GRADING, INC.	Guy W. Bluff 4205 N. 7 <sup>th</sup> Avenue, Suite 201 Phoenix, AZ 85013
AMERICAN WOODMARK CORPORATION dba TIMBERLAKE CABINET CO.	CT Corporation System 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 <sup>th</sup> Ln. Phoenix, AZ 85009
BREWER ENTERPRISES, INC.	Mike Brewer 20601 N. 19 <sup>th</sup> 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





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



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



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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



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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 <sup>th</sup> Avenue, Suite 102 Phoenix, AZ 85043





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

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

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[gew@tblaw.com](mailto:gew@tblaw.com)  
[anz@tblaw.com](mailto:anz@tblaw.com)

*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  
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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

CV2015-005016

CASE NO.

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



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

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,  
LLC., an Arizona limited liability company;  
THOMAS ELECTRIC INC., an Arizona  
corporation; UNITED SUBCONTRACTORS,  
INC. D/B/A MESA INSULATION, an Utah  
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 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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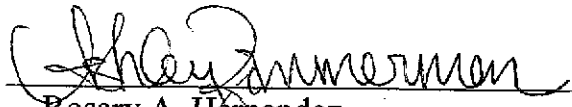
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DATED this 11<sup>th</sup> day of August, 2015.

TIFFANY & BOSCO, P.A.

By:   
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)

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

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[gew@tblaw.com](mailto:gew@tblaw.com)  
[anz@tblaw.com](mailto:anz@tblaw.com)

*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,

CASE NO.

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

**COPY**

AUG 11 2015



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B. COLWELL  
DEPUTY CLERK

CV2015-005016



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  
7 corporation; DIXON BROTHERS  
INCORPORATED, an Arizona corporation;  
8 DRRS PLUMBING SERVICES, LLC d/b/a  
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  
14 corporation; IMPERIAL IRONWORKS, LLC.,  
an Arizona limited liability company;  
15 INFINITY BUILDING PRODUCTS, LLC, an  
Arizona limited liability company; J.R.  
16 MCDADE CO., INC., an Arizona corporation;  
KEN TILTON ELECTRIC, INC., an Arizona  
17 corporation; LEVELLINE FRAMING, INC.,  
an Arizona corporation; LMC  
18 CONSTRUCTION, INC., an Arizona  
corporation; LOFTCO, INC., an Arizona  
19 corporation; MASCO FRAMING HOLDING  
COMPANY I LLC d/b/a DOOR SALES &  
20 INSTALLATIONS, LLC, an Arizona limited  
liability company; MESA FULLY FORMED,  
21 LLC, an Arizona limited liability company;  
MITCHELL ELECTRIC COMPANY, INC.,  
an Arizona corporation n/k/a IES  
22 RESIDENTIAL, INC., a Delaware corporation;  
MOCSON UNDERGROUND, LLC, an  
23 Arizona limited liability company; NEW  
ELECTRIC, INC., an Arizona corporation;  
24 NORCRAFT COMPANIES, LP d/b/a MID  
CONTINENT CABINETRY, a Delaware  
25 limited partnership; OSBORNE STUCCO,  
INC., an Arizona corporation; PALO VERDE  
26 PLASTERING, INC., an Arizona corporation;  
PARAMOUNT WINDOWS, LLC, an Arizona  
limited liability company; POCO VERDE



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

23 ///

24 ///

25 ///



1 DATED this 11<sup>th</sup> 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*

9

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

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

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[gew@tblaw.com](mailto:gew@tblaw.com)  
[anz@tblaw.com](mailto:anz@tblaw.com)

*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  
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Arizona corporation; ASPEN BLOCK, LLC,  
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ATRIUM WINDOWS AND DOORS, INC., an  
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BCI BEBOUT CONCRETE OF ARIZONA,  
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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**

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B. COLWELL  
DEPUTY CLERK



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  
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INFINITY BUILDING PRODUCTS, LLC, an  
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Arizona limited liability company; NEW  
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NORCRAFT COMPANIES, LP d/b/a MID  
CONTINENT CABINETRY, a Delaware  
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limited liability company; POCO VERDE



1 LANDSCAPE, INC. n/k/a POCO VERDE  
2 POOLS AND LANDSCAPE, INC., an Arizona  
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6 DRYWALL CORP., an Arizona corporation;  
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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.

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24 ///



DATED this 11<sup>th</sup> 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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*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  
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TIMBERLAKE CABINET CO., a Virginia  
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IRONWORKS, INC., an Arizona corporation;  
BCI BEBOUT CONCRETE OF ARIZONA,  
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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  
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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  
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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  
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KEN TILTON ELECTRIC, INC., an Arizona  
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MOCSON UNDERGROUND, LLC, an  
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CONTINENT CABINETRY, a Delaware  
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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  
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20 CONVEYERED AGGREGATE DELIVERY,  
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22 THOMAS ELECTRIC INC., an Arizona  
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24 INC. D/B/A MESA INSULATION, an Utah  
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26 INC., an Arizona corporation; VW DIG, LLC,  
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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 22<sup>nd</sup> day of Sept., 2015.

23 TIFFANY & BOSCO, P.A.

24 By: Ashley Zimmerman

25 Rosary A. Hernandez  
26 Gregory E. Williams  
Ashley N. Zimmerman  
Attorneys for Plaintiffs



# **Exhibit A**



Sarah Ann Ranch

-HOMEOWNER MATRIX-

Project Located in Surprise, AZ 85388

	Platfile	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



	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



# **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.

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

7 *Attorneys for Claimants*

8 PRIVATE ARBITRATION

9  
10  
11 CONTINENTAL HOMES, INC. d/b/a D.R.  
HORTON – CONTINENTAL SERIES, a  
12 Delaware corporation; CHI CONSTRUCTION  
COMPANY, Arizona corporation, and DOES  
13 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,  
21 an Arizona limited liability company;  
ATRIUM WINDOWS AND DOORS, INC., an  
22 Arizona corporation; AUSTIN ELECTRIC,  
INC., an Arizona corporation; BAKKER'S  
23 IRONWORKS, INC., an Arizona corporation;  
BCI BEBOUT CONCRETE OF ARIZONA,  
24 INC., an Arizona corporation; BRETSTAR,  
INC. d/b/a D & M PAINTING, an Arizona  
25 corporation; BREWER ENTERPRISES, INC.,  
an Arizona corporation; BUILDER SERVICES  
26 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 **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  
10 Project.

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

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

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

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

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

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

24 93. Upon information and belief, Subcontractor Respondents were also  
25 contractually obligated to obtain specific insurance coverage. The subcontracts contain  
26 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 [All Subcontractor Respondents]**

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

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

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

26 115. 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:

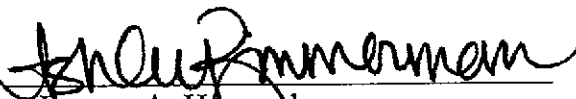
1. For direct and consequential damages;
2. For pre-judgment and post-judgment interest thereon at the statutory rate;



- 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 20<sup>th</sup> day of Sept., 2015.

6                                 TIFFANY & BOSCO, P.A.

7  
8                                 By:   
9   Rosary A. Hernandez  
10                                        Gregory E. Williams  
11                                        Ashley N. Zimmerman  
12                                        Attorneys for Claimants  
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26



# **Exhibit A**





Sarah Ann Ranch

-HOMEOWNER MATRIX-

Project Located in Surprise, AZ 85388

	Plat/Tract	Address	Lot	O / S
1	Abbas, Abdullahi (3/9/15) Prior: Fannie Mae / Fed Natl Mortg. Orig: Blanekship, 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



Corporate Maintenance

12/09/2015

State of Arizona Public Access System

3:41 PM

File Number: L-1019861-8

Corp. Name: IMPERIAL IRONWORKS, LLC

Domestic Address

678 E BRONCOS TR

WILLIAMS, AZ 86046

Second Address

Agent: ARTEMIO REATEGUI

Status: APPOINTED 07/14/2014

Mailing Address:

10240 W BELL RD

STE D

SUN CITY, AZ 85351

Agent Last Updated: 08/04/2014

Business Type:

Domicile: ARIZONA

County: COCONINO

Corporation Type: DOMESTIC L.L.C.

Life Period: PERPETUAL

Incorporation Date: 02/21/2002

Approval Date: 02/21/2002

Last A/R Received: /

Date A/R Entered:

Next Report Due:

INVALID KEY FUNCTION. (A058)

Chris Estrada





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:

Imperial Ironworks, LLC.

**A.C.C. FILE NUMBER:** L10198618

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.



Chris Estrada  
Printed Name

12/09/2015  
Date

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

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

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.  
All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.  
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.



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

User Id: JBARKER  
Invoice No.: 4930569

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

ATTN:  
(CASH CUSTOMER)

Quantity	Description	Amount
		\$25.00
1	SERVICE OF PROCESS	
	L-1019861-8 IMPERIAL IRONWORKS, LLC	
	Total Documents: \$	25.00
		\$25.00
	CHECK 4362	
	PAYMENT	
	Balance Due: \$	0.00

